|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **TENDER DOSSIER**  *According to Article 27 of* *Law No. 04/L-042 on Public Procurement of the Republic of Kosovo, amended and supplemented with the law No. 04/L-237, law No. 05/L-068 and law No.05/L-092*  **“PRICE QUOTATION PROCEDURE”**   |  | | --- | |  |   Date of preparation of the Tender Dossier :   |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Procurement No[[1]](#footnote-1)** |  |  |  |  |   **Title:**  **THIS TENDER DOSSIER IS COMPOSED OF THREE PARTS:**  **Part A:**  **Information to Tenderers;**  **Part B:**  **Draft Contract containing the contractual conditions which must be accepted by the tenderer awarded the contract; and**  **Part C: The Quotation Form.** |

**This Tender Dossier has been prepared in Albanian and Serbian language.**

**In the event there is a discrepancy among the language versions, the** *[insert language]* ***language* version shall prevail over others.**

**SUBJECT: request for price quotation for**

Thank you for your interest regarding the participation on the above-mentioned procurement activity.

Further to your request please find enclosed the documents, which constitute the Tender Dossier.

We, as Contracting Authority, will not accept any reservation or modification.

Failure to submit a price quotation to the contracting authority within the deadline specified in this Tender Dossier and/or is not in compliance to all requirements set in this tender dossier shall be rejected and shall be considered as “*irresponsive tender”.*

No costs incurred by you in preparing and submitting the price quotation will be reimbursed and no liability shall be incurred by the contracting authority in case the procedure is cancelled.

The present tender procedure is regulated by the Public Procurement Law (*No. 04/L-042 on Public Procurement of the Republic of Kosovo, amended and supplemented with the law No. 04/L-237, law No. 05/L-068 and law No.05/L-092*) and procurement rules issued on its basis.

The PPL and the Procurement Rules may be downloaded from Public Procurement Regulatory Commission’s (PPRC’s) website: [**www.krpp.rks-gov.net**](http://www.krpp.rks-gov.net)**.**

Price quotations shall be submitted at the address specified in the part A “Information to Tenderers”, before*.*

In submitting a tender, the tenderer accepts in full and without reservation the conditions governing this proposed contract as the sole basis of this tendering procedure

We look forward to receiving your price quotation,

If you decide not to submit a price quotation, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Yours sincerely,

First and last name:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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# *PART A: INFORMATION FOR TENDERERS*

In this entire tender dossier you are referred as the “Economic Operator” or the “Tenderer”.

The issuer of this tender dossier is referred to as the “Contracting Authority”.

You must quote **all items** specified in this Tender Dossier. You must offer a fixed price **of full amount in** **Euro,** including all taxes and applicable obligations and any other charge or transportation tax, insurance, installation other charges or other taxes.

Price quotation will be evaluated for all items together and the contract will be awarded to the economic operator submitting the best tender in accordance with contract award criteria specified in the Tender Dossier.

# CONTRACTING AUTHORITY IDENTIFICATION

**I.1** **OFFICIAL NAME AND ADDRESS OF THE CONTRACTING AUTHORITY (CA)**

|  |  |  |  |
| --- | --- | --- | --- |
| Name of CA: |  | | |
| Address of CA: |  | | |
| Electronic address: |  | CA city postal code: |  |
| Contact person: |  | E-mail: |  |
| Telephone |  | Fax: |  |

*(The price quotation shall be submitted at the address of the contracting authority as above.)*

# OBJECT OF THE CONTRACT

**II.1 Contract Title***:*

**II.2 Classification of Common Procurement Vocabulary (CPV): ⁭⁭.⁭⁭.⁭⁭.⁭⁭-⁭**

**II.3 The object of the contract** **is the** *[delivery/execution/performance], [installation], [maintenance], and [after-sales service]* by the economic operator of the *specified in Annex1.*

**II.4 Mandatory technical specification** - The must fully comply with the technical specifications set out in the tender dossier, Annex 1.

**II.5 Place for**  *is*.

**II.6** **Time limits** for start and/or completion of the contract:

**II.7 Warranty Requirements:**

# REQUIREMENTS which should be met by ECONOMIC OPERATORS

Economic operators have to comply with all the following requirements. Any failure in any requirement will eliminate their tenders from the competition.

**III.1 ELIGIBILITY REQUIREMENTS**

**1. An economic operator shall not be eligible to participate in a procurement activity or in the performance of any public contract if such economic operator, or any employee, executive, manager or director thereof:**

a. participated in the preparation of the concerned contract notice or tender dossier, or any part thereof, being used by the concerned contracting authority;

b. received assistance in preparation of its tender or requests to participate from a person or undertaking who or that participated in the preparation of the concerned contract notice or tender dossier, or any part thereof; or

c. being in any case in a conflict of interest, as described in Article 4, paragraph 1.75

**2. An economic operator shall not be eligible to participate in a procurement activity or in the performance of any public contract if such economic operator, or any executive, manager or director thereof, has, in the past ten (10) years:**

a**. been determined by a court of competent jurisdiction** to have committed a criminal or civil offence involving corrupt practices, money laundering, bribery, kickbacks or activities described, or similar to those described, in Article 130.1 of the PPL under the laws or regulations applicable in Kosovo or any country, or under international treaties or conventions;

b. **been declared ineligible**, where the contracting authority finds this to constitute grave professional misconduct, verified by a competent court;

c. **been determined by a court of competent jurisdiction** to have committed a serious offence by participating in the activities of a criminal organization, defined as a structured association established over a period of time and operating in a concerted manner to achieve financial gain through activities that are criminal or otherwise illegal where they take place;

d. **been determined by a court of competent jurisdiction** to have committed an act of fraud or an act equivalent to fraud;

e. **been determined** **to have engaged in unprofessional conduct by a court of competent jurisdiction**, administrative agency or organization responsible for enforcing standards of professional conduct; or

f. **been determined by a court of competent jurisdiction** to have made serious misrepresentations to any public authority in Kosovo or elsewhere.

**3. An economic operator shall not be eligible to participate in a procurement activity or in the performance of any public contract if such economic operator:**

a. has, in the past two (2) years, been adjudged to be bankrupt or insolvent by a court of competent jurisdiction, or is currently the subject of proceedings: (i) for a declaration of bankruptcy, (ii) for an order for compulsory winding up or administration by the court or (iiii) of any other similar proceedings under the law of Kosovo or any other jurisdiction;

b. is being wound up or administered, or its affairs are being wound up or administered, by a court of competent jurisdiction;

c. currently has in place an agreement or arrangement with its creditors providing for extended or reduced terms of payment if such terms were agreed to by such creditors because the economic operator had previously been unable to satisfy its obligations as they came due;

d. is in any situation analogous to sub-paragraphs a, b, or c of this paragraph arising from a similar procedure under the laws of its place of establishment or of a place where it conducts business;

e. is currently the subject of a judicial or administrative order suspending or reducing payments by or to such economic operator and resulting in the total or partial loss of the economic operator’s right to administer and/or dispose of its property;

f. is currently the subject of legal or administrative proceedings that may result in a judicial or administrative order suspending or reducing payments by or to such economic operator if such proceedings may also result in the economic operator being adjudged bankrupt or insolvent;

g. has, in the past three (3) years, been adjudged by a court of competent jurisdiction to have seriously breached a contract with any public entity, public authority or public undertaking in Kosovo or elsewhere;

h. is currently delinquent in the payment of any social security or tax contributions in Kosovo or the economic operator’s country of establishment, except where such debt is deemed to be insignificant in Kosovo;

i. is more than ninety (90) days’ delinquent in the payment of any wages owed to employees or in the payment of any amount owed to a public service operator in Kosovo;

j. has not yet complied with an order issued by a court of Kosovo;

k. has made false statements in relation to the procedure for the award of a public contract, if these are related to the lack of grounds for disqualification, or the fulfilment of the selection criteria; or

l. has not been convicted by a final decision adopted in compliance with article 99.2 of the PPL.

**Documentary Evidence for eligibility requirements:**

1. A written declaration under Oath signed by the tenderer by using the form in Annex 2.

**III.2 PROFESSIONAL SUITABILITY REQUIREMENTS**

Documentary evidence:

**III.3 ECONOMICAL AND FINANCIAL STANDING REQUIREMENTS**

Documentary evidence:

**III.4 TECHNICAL AND/OR PROFESSIONAL CAPABILITY REQUIREMENTS**

Documentary evidence:

# additional information

**IV.1** **TIME LIMIT FOR REQUESTS OF ADDITIONAL OR CLARIFYING INFORMATION**

Economic operators may make a **written request** to the contracting authority for additional or clarifying information which they believe is needed to prepare or submit a responsive price quotation. Such request must be received by the contracting authority, at the latest on:

Such a request may be made by use of the request form, Annex 3, and submitted to the contracting authority by electronic means, letter or fax. Any clarification of the tender dossier will be communicated simultaneously in writing to all the tenderers.

**IV.2 TIME LIMIT AND PLACE FOR SUBMISSION OF PRICE QUOTATIONS**

Price quotations shall be received by the contracting authority at the latest:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Date:** |  | **Time:** |  | **Place:** |  |

Economic operators may submit only one price quotation and may not make any alterations to a submitted price quotation.

***A price quotation that has been submitted after the deadline for the submission of price quotations will immediately be returned, unopened, to the economic operator.***

**IV.3 OPENING of PRICE QUOTATIONS**

**The Contracting Authority will conduct the public opening of the quotations:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Date:** |  | **Time:** |  | **Place:** |  |

Every tenderer have the right to have a representative present to observe the opening of tenders.

All envelopes shall be opened one at a time, reading out: the name and address of the tenderer, the total Quotation Price specified in the Price Quotation submission form whenever possible, unit prices. All this shall be recorded in the minutes of the tender opening meeting, which shall be signed by the Procurement Officer and by all participants in the process of tender opening. Copies of such minutes shall immediately be distributed to all tenderers. When for not instantaneous reasons unit prices cannot be read, such prices in any case shall be visible to all representatives of tenderers in the public opening, e.g. posting them or using any other appropriate method that guarantees transparency. In any case, every page of any financial tender shall be signed during the public opening by a representative of another tenderer. In the event of a procurement activity where the contract award criterion is economically most advantageous tender everything that has to do with figures should be read at loud, such as time of delivery, warranty period etc. All this shall be recorded in the minutes of the tender opening meeting, which shall be signed by the Procurement Officer and by all participants in the process of tender opening. Copies of such minutes shall immediately be distributed to all tenderers.

**IV.4 PRICE QUOTATION FORM and LIST OF REQUIRED DOCUMENTS**

Price quotation shall comprise the following:

1. **Price quotation form,** to be found in Part C of this Tender Dossier, duly filled in and signed;
2. **Price Description form,** to be found in Part C of this Tender Dossier, duly filled in and signed
3. **Signed Declaration under Oath,** Annex 2; and
4. And any other document required under Section III.2, III.3 and III.4 of this Tender Dossier.

**IV.5 SEALING AND MARKING OF QUOTATIONS**

All quotations must be submitted in one original, placed in one separate envelope marked “***Original”,*** and copies signed in the same way as the original and placed each one in separate envelopes marked ***“Copy”.*** The tenderer shall quote the **Procurement Number** and **name and address of the economic operator** on the front page of each one of the envelopes. The envelopes shall then be sealed in an outer envelope bearing only:

1. The address and place of submission for Price Quotation;
2. Procurement reference number**;**
3. The words “**Do not open before** *;* and
4. The name and address of the tenderer.

**IV.6 PRICE QUOTATION VALIDITY PERIOD**

Price quotations shall be valid for days from the deadline of submission of the price quotations.

An economic operator may not withdraw its price quotation after the deadline for submission of price quotations and prior to the expiration of the price quotation validity period.

**IV.7 CONTRACT AWARD CRITERIA**

The contract will be awarded to the economic operator having submitted:

*[the lowest priced responsive tender]* or

[the most economically advantageous responsive tender determined by the weighted criteria as stated in Annex 4]

**IV.8 PRICE QUOTATION EVALUATION**

**Timely** received price quotations will be examined, evaluated and compared according to the requirements set forth in this tender dossier.

A quotation is considered to be **responsive** when it:

1. complies in administrative terms with the formal requirements of the tender dossier;
2. complies in technical terms with the description, requirements and specifications established in the tender dossier;
3. is submitted by an eligible economic operator meeting the selection criteria established in the tender dossier.

To facilitate the examination, evaluation and comparison of price quotations, the contracting authority may ask each submitting economic operator individually for clarification of his/her price quotation. The request for clarification and the response must be in writing only, but no change in price may be sought, offered or permitted.

A contracting authority shall correct an error in a tender that is of a purely arithmetical nature if such an error is discovered during the examination of tenders, however, this correction cannot be higher than two percent (2%) of the total amount of the bid. In such a case, offered price unit by the economic operator in its financial tender shall be deemed to be a prevailing price over any other contradictory price. When unit prices are not required, elements of the single price of the total price offered by the economic operator in its financial tender shall be deemed to be prevailing price over the total price. A contracting authority shall promptly provide all tenderers a written notice of any such correction.

**Responsive** price quotations will be evaluated and compared against the **contract award criteria** stated in this tender dossier. The economic operator having submitted the highest ranked price quotation according to the result will be awarded the contract.

# COMPLAINS

Pursuant to Article 108/A of the Law No. 04/L-042 on Public Procurement of the Republic of Kosovo, amended and supplemented with the law No. 04/L-237, law No. 05/L-068 and law No.05/L-092, a complaint may be submitted, free of charge, by an interested party at any stage of any procurement activity and with respect to any act or omission of the concerned contracting authority that is alleged to be in violation of the present law, or acts issued in its implementation.

The Standard form of the complaint may be downloaded from the PPRC’s or PRB’s websites: [www.krpp.rks-gov.net](http://www.krpp.rks-gov.net) or [www.oshp.rks-gov.net](http://www.oshp.rks-gov.net).

The complaint shall be submitted in original to the Contracting Authority at the address specified in Section I.1) of this Tender Dossier.

* Where the complaint relates to the contract notice or the tender documents within five (5) days prior to the deadline for submission of bids;
* Where the complaint relates to the decision to award a contract, within five (5) days after the date of notification of the contract award notice is sent to the complainant.
* Where the complaint relates to the decision to terminate the procurement procedure, within five (5) days from the date the procurement activity was formally terminated through a termination notice.

Against any decision taken by the contracting authority in accordance with Article 108A circumstances any interested party may lodge a complaint with the PRB. The complaint should be submitted only after a preliminary procedure for resolution of the dispute was conducted.

Appeal to the PRB must be submitted within ten (10) days after the decision issued by the contracting authority in the preliminary procedure of dispute resolution in accordance with Article 108A of this Law.

All complainants are required to pay a complaints fee of the amount of [*insert amount in Euro*] together with the filing of a complaint at PRB. Payment shall be made in cash or cash equivalent into the account established by the PRB.

Refer to the PPL and the Procurement Rules for further complaints procedures.

# Annex 1. MANDATORY TECHNICAL SPECIFICATIONS

1. Describe in a non-discriminating manner, the mandatory characteristics of the object of the contract, such as: Quality, quality assurance, performance, terminology, design requirements, symbols, dimensions, testing and test methods, safety, packaging, marking, labelling.

Technical specifications shall be established in a manner that is both consistent with the purpose of the procurement and directed at providing the greatest possible access to all potentially interested economic operators.

A contracting authority is specifically prohibited from establishing a technical specification that favours or disfavours one or more economic operators.

|  |  |  |  |
| --- | --- | --- | --- |
| **MANDATORY TECHNICAL SPECIFICATIONS** | | | |
| **Item** | **Specifications** | | **[[2]](#footnote-2)** |
| ***1*** | ***1*** | ***[description of the item]*** |  |
| ***[No.]*** | ***[insert the specification as much precise you can (one per row]*** |  |
| ***[No.]*** | ***[add as much as necessary]*** |  |
| ***[No.]*** | ***2*** | ***[description of the item]*** |  |
| ***[No.]*** |  |  |

# Annex 2. DECLARATION UNDER OATH

I, the undersigned, representing: [the submitting economic operator] declare under oath that I am eligible in accordance with Article 65 of Law No. 04/L-042 on Public Procurement of the Republic of Kosovo, amended and supplemented with the law No. 04/L-237, law No. 05/L-068 and law No.05/L-092.

I acknowledge to have read the eligibility requirement in Article 65 of the PPL, respectively Section III.1 of the Information to Tenderers, and fulfil eligibility requirements to participate in this tender process.

I acknowledge the possibility of criminal and civil sanctions, penalties and damages if I intentionally or negligently submit any document, declaration or statement containing materially false or misleading information.

|  |  |
| --- | --- |
| **Economic Operator Identification (EO)** | |
| **Name of EO:** |  |
| **Full Address:** |  |
| **Represented by:** | |
| **Name** |  |
| **Position** |  |
| **Signature** |  |
| **Date** |  |
| **Stamp** |  |

# Annex 3. REQUEST FOR ADDITIONAL INFORMATION

To: <name and address of contracting authority>

WHEREAS [name of economic operator] (hereinafter “the Economic Operator”), having received the tender dossier under the above mentioned Procurement Number., believes that additional or clarifying information is needed as follows:

|  |
| --- |
| *Identification of needed additional or clarifying information, including reference to section(s) of the tender dossier:* |

THEREFORE, I, the undersigned, representing the Economic Operator, hereby request the receipt of the identified information.

|  |  |
| --- | --- |
| **Economic Operator Identification (EO)** | |
| **Name of EO:** |  |
| **Full Address:** |  |
| **Full Address:** | |
| **Name:** |  |
| **Position:** |  |
| **Signature:** |  |
| **Date:** |  |
| **Stamp:** |  |

# Annex 4. CONTRACT AWARD CRITERIA [[3]](#footnote-3)

*[The following elements to determine criteria are non-exhaustive and non-mandatory. They shall be selected in accordance with the needs of the contracting authority and the subject of the contract]*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Categories** | **Criteria Description** | **Weight**[[4]](#footnote-4) | | **Evaluation method** |
| **Price** | Score <100x %> for the tender with lowest price. The tender score is calculated proportionally. |  | **%** | P = Ps x [100x%][[5]](#footnote-5)  Pt |
| **[Operating, maintenance, other life-time costs]** | Score <100x %> for the tender with best operating cost. The tender score is calculated proportionally (in cost) |  | **%** | O = Ot x [100x%][[6]](#footnote-6)  Os |
| **[Functional, technical, environmental, aesthetic or similar characteristics]** | [Specify][[7]](#footnote-7) [Consider one (or more) objective measurable characteristic(s) and give score <100x %> for the tender with best characteristic(s). The tender score is calculated proportionally (in marks)] |  | **%** | C = Ct x [100x%][[8]](#footnote-8)  Cs |
| **[After sale services, technical assistance]** | [Specify][[9]](#footnote-9) [Consider one (or more measurable characteristic(s) and give score <100x %> for the tender with best technical assistance(s). The tender score is calculated proportionally (in marks)] |  | **%** | S = St x [100x%][[10]](#footnote-10)  Ss |
| **[Quality characteristics]** | [Specify][[11]](#footnote-11) [Consider one (or more) objective measurable characteristic(s) and give score <100x %> for the tender with best characteristic(s). The tender score is calculated proportionally (in marks)] |  | **%** | Q = Qt x [100x%][[12]](#footnote-12)  Qs |
|  |  | **100 %** | |  |

# PART B: *Draft CONTRACT*

*[Insert name of the Contracting Authority],* (hereinafter called "the Contracting Authority"), of the one part; and

*[Insert name of the Economic Operator],* (hereinafter called “the Economic Operator”), of the other part, have agreed to conclude a public contract for the:

[*Insert Contract Title*] with Identification number: *[insert Procurement Number]*

**Article 1 Subject**

1.1 The subject of the contract shall be the *[insert general description of the Contract, including quantities].*

1.2 The contract goes into force on *[insert date]* and terminates on *[insert date].*

1.3 Performance time limit cannot be more than *[insert number]* days from the date of receipt of the order.

1.4 The place of *[delivery of the supplies] [execution of works] [performance of services]* shall be *[insert place].*

1.5 The Incoterm applicable shall be DDP[[13]](#footnote-13) (Delivered Duty Paid).

**Article 2 Law applicable**

2.1 Law applicable shall be Law No. 04/L-042 on Public Procurement of the Republic of Kosovo, amended and supplemented with the law No. 04/L-237, law No. 05/L-068 and law No.05/L-092. Kosovo Laws that are in power shall apply in all matters not covered by the provisions of the contract. The jurisdiction shall be the relevant court in Prishtina.

**Article 3 Price**

3.1 The total price of the Contract shall be: [*insert total price in figures]* €; [*insert total price in words]* Euro.

3.2 The price referred to in Article 3.1 above shall be the sole remuneration owed by the Contracting Authority to the Economic Operator under the contract. It shall be firm and shall not be subject to revision during the execution of the contract (except the price of those articles that are exposed to the price changes according to the certain stock exchange, if applicable).

**Article 4 Payments**

4.1 Payments shall be made in Euros.

*[If the contract consists of only one delivery insert]*

[The Contracting Authority shall pay the total amount after the acceptance of whole quantity]

*[If the contract consists of more than one delivery insert]*

[The Contracting Authority shall pay each amount due after acceptance of each delivery]

4.2 Payments due according to an invoice issued by the Economic Operator shall be paid within no more than 30 days from the date on which an admissible payment request is registered by the competent department. The date of payment shall be the date on which the institution's account is debited. The payment request shall not be admissible if one or more essential requirements are not met.

**Article 5 Tax and customs arrangements**

5.1The Economic Operator is responsible for all duties and taxes in compliance with the Law of the Republic of Kosovo.

5.2 All taxes and other customs duties are considered that they are included in the contract price.

**Article 6 Quality**

6.1The quality of the [*supplies] [services] [works]* must in all respects satisfy the technical specifications laid down in the Tender Dossier.

**Section 7 Warranty**

7.1 This warranty shall remain valid for 12 months, after the acceptance of the *[supplies] [services] [works].*

#### Article 8 Delays in execution

8.1 If the Economic Operator fails under his own responsibility *[to deliver any or all of the goods] [to perform any or all of the services] [to execute any or all of the works]* within the time limit(s) specified in the contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled, for every day which shall elapse between the expiry of the contractual period and the actual date of completion, to liquidated damages equal to 0,25% in days of the value of the undelivered [*supplies] [services] [works*] to a maximum of 10% of the total value of the contract.

**Article 9 Inspection and testing**

9.1The Contracting Authority shall be entitled, from time to time, to inspect, examine measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract, in order to establish whether the components, materials and workmanship are of the requisite quality and quantity.

**Article10 Subcontracting**

10.1 A subcontract shall be valid only if it is a written agreement by which the Economic Operator entrusts performance of a part of his contract to a third party. The Economic Operator shall not subcontract without the prior written authorisation of the Contracting Authority. The Contracting Authority shall notify the Economic Operator of its decision within 5 days of receiving the notification, stating its reasons if authorisation is withheld.

#### Article 11 Termination of the contract by the Contracting Authority

11.1 The Contracting Authority may, after giving the Economic Operator seven days' notice, terminate the contract in any of the following cases: a) the Economic Operator substantially fails to perform his obligations under this contract; b) Fails to perform its obligations under the contract within the time limits; c) Refuses to carry out administrative orders given by the Contracting Authority; d) Assigns the contract or subcontract without the authorisation of the Contracting Authority; e) Bankrupts; f) is convicted of an offence concerning professional conduct by a judgment which has the force of res judicata; g) has been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the communities financial interest; and h) any other legal disability hindering performance of the contract occurs.

**Article 12 Termination by the Economic Operator**

12.1 The Economic Operator may, after giving 14 days notice to the Contracting Authority, terminate the contract if the Contracting Authority: a) fails to pay to the Economic Operator the amounts due within the deadline stated with the contract; b) consistently fails to meet its obligations with the contract; c) as the result of Force Majeure, the Economic Operator is unable to perform a material portion of the Contract for more than 180 days, for reasons not specified in the contract or not attributable to the Economic Operator.

#### Article 13 Dispute settlement by litigation

#### 13.1 If no settlement is reached within 30 days of the start of the amicable dispute-settlement procedure, each Party may seek a ruling from a court.

* 1. Any dispute between the Parties that may arise during the performance of this contract and that it has not been possible to settle otherwise between the Parties shall be submitted to *[specify competent court]* in accordance with the Kosovo law.

**Article 14 Communications**

14.1 Any written communication relating to this Contract between the Contracting Authority and the Economic Operator must state the Contract title and the identification number, and must be sent by post, fax, e- mail or by hand.

Done in [*Albanian] [Serbian*] [*English]* [[14]](#footnote-14) in three originals, two originals being for the Contracting Authority and one original being for the Economic Operator

|  |  |  |  |
| --- | --- | --- | --- |
| **For the Economic Operator** | | **For the Contracting Authority** | |
| **Name:** |  | **Name:** |  |
| Position: |  | Position: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |
| **Stamp:** |  | **Stamp:** |  |

# *PART C: PRICE QUATATION SUBMISSION FORM*

# Section I. PRICE QUATATION Form

**To:** [***insert name and address of Contracting Authority****]* (hereinafter “the Contracting Authority”)

Title of contract: [*insert Title]*

In response to your letter of invitation to tender for the above contract, we, the undersigned, hereby declare that:

**1.** We have examined and accept in full the content of the tender dossier No [*insert procurement number]*. We hereby accept its provisions in their entirety, without reservation or restriction.

**2. The total quoted price is:**

**Total quoted price in figures**: [*insert total quoted price in figures* ***€****]*

**And in words** [*insert tender price in words* ***Euro****]*

3. This quotation is valid for a period of *[insert number of days*] from the final date for submission of Price Quotation.

4. We are making this application, for this tender, in our own right led by ourselves. We confirm that we are not tendering for the same contract in any other form.

[*In case of a consortium]*

[We are making this application, **as partner in the consortium** led by [*insert name of the leader*]. We confirm that we are not tendering for the same contract in any other form. We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, that the performance of the contract, including payments, is the responsibility of the lead partner, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance].

5. We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contract funded by the KCB.

6. The total quoted price is fixed and not subject to any adjustments during the contract (excluding the prices of those articles that are subject to the price adjustments according to the relevant stock exchange).The total quoted price is specified in the attached Price Specification.

**SUBMITTED BY:**

|  |  |
| --- | --- |
| **Economic Operator Identification** | |
| **Company Name[[15]](#footnote-15)** |  |
| **Full Address** |  |
| **Represented by:** | |
| **Name & Surname** |  |
| **Position** |  |
| **Signature** |  |
| **Date** |  |
| **Stamp** |  |

**[In case of Group of Economic Operators:]**

|  |  |  |
| --- | --- | --- |
|  | **Name(s)** | **Address-residency** |
| **Leader 1\*** |  |  |
| **Etc … \*** |  |  |

\* add/delete additional lines for partners as appropriate. *Note that a subcontractor is not considered to be a partner for the purposes of this tender procedure*.

**Name and surname name of the person duly authorised to sign the tender on behalf of the Consortium: [insert name and surname]**

**Signature: [signature of the authorised person]**

**Place and date: [insert place and date]**

**Stamp of the Leader: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

# Section II. PRICE DESCRIPTION Form

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Item No.** | **Description** | **Unit** | **Quantity** | **Unit price**  **Without VAT - €** | **VAT (%)** | **Unit price**  **With VAT - €** | **Total Price with VAT €** | **Delivery Time** |
| 1. |  |  |  |  |  |  |  |  |
| 2. |  |  |  |  |  |  |  |  |
| 3. |  |  |  |  |  |  |  |  |
| etc |  |  |  |  |  |  |  |  |
| **Overall Total:** | | | | |  |  |  |

|  |  |
| --- | --- |
| **Economic Operator Identification** | |
| **Company Name** |  |
| **Full Address** |  |
| **Represented by:** | |
| **Name & Surname** |  |
| **Position** |  |
| **Signature** |  |
| **Date** |  |
| **Stamp** |  |

1. To be reported on any document or request concerning this procurement activity. [↑](#footnote-ref-1)
2. Do not use this column reserved to the Contracting Authority for evaluation process [↑](#footnote-ref-2)
3. Non applicable, where the criteria for contract award is specified “the lowest price responsive tender” [↑](#footnote-ref-3)
4. Weights assigned to each criterion (in % - the total of all weights shall be equal to 100) [↑](#footnote-ref-4)
5. where P= Score for the tender, Ps= Lowest Price, Pt = tender price. [↑](#footnote-ref-5)
6. where O= Score for the tender, Os= Best Operating Cost, Ot = tender operating cost [↑](#footnote-ref-6)
7. If several characteristics are considered, describe weight and set evaluation method for each one. [↑](#footnote-ref-7)
8. where C= Score for the tender, Cs= Best characteristic score, Ct = tender characteristic score [↑](#footnote-ref-8)
9. It could be the number of sales-service points in the specified region, or the number of agents, or the number of technicians, etc… [↑](#footnote-ref-9)
10. where S = Score for the tender, Ss= Best TA marks, St = tender TA marks [↑](#footnote-ref-10)
11. If several characteristics are considered, describe weight and set evaluation method for each one. [↑](#footnote-ref-11)
12. where Q= Score for the tender, Qs= Best quality score, Qt = tender quality score [↑](#footnote-ref-12)
13. DDP – Delivery Duty Paid –Incoterms 2010 International Chamber of Commerce. [↑](#footnote-ref-13)
14. The language shall be the language used by the tenderer in his tender. [↑](#footnote-ref-14)
15. In case of group of EO insert the name of the leader [↑](#footnote-ref-15)