|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **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***“SERVICES”*****RESTRICTED PROCEDURE******2nd phase***

|  |
| --- |
|  |

 Date of preparation of the Tender Dossier :

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Procurement No[[1]](#footnote-1)** |  |  |  |  |

**Title:**   **THIS TENDER DOSSIER IS COMPOSED OF THREE PARTS:****Part A:**  **Tendering procedures containing instructions how to prepare tenders;****Part B:**  **Draft Contract containing the contractual conditions which must be**  **accepted by the tenderer awarded the contract; and****Part C: The Tender Form, i.e. the documents which must be submitted by** **tenderers.** |

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

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

**SUBJECT: INVITATION TO TENDER for**

**To:**

**Dear Mr. /Ms.:**

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

In response to the first phase of the restricted procedure, in which your Company was qualified, you are hereby invited to submit your tender for the above mentioned activity.

Please find enclosed the documents, which constitute the Tender Dossier.

You are expected to examine carefully all parts and sections of this tender dossier and its annexes and to comply with all requirements, specifications and conditions contained therein.

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

This Invitation to Tender has been addressed to the following qualified Economic Operators:

Failure to submit a tender 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 tender 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 (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)**.**

Tenders shall be submitted at the address specified in the part A “Tendering Procedures”, before.

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

We look forward to receiving your tender.

If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision. Please confirm in writing the receipt of this Invitation.

Yours sincerely,

First and last name:

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

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# *PART A: TENDERING PROCEDURES*

# Section I. Information to Tenderers

|  |  |
| --- | --- |
|  | General |
| 1. Scope of Tender | * 1. The Contracting Authority as **indicated in the Tender Data Sheet (TDS),** issues this Tender Dossier and invites you to tender for the procurement of Services as specified in the technical specification, Annex 1, and in Part C, the Price Description.
	2. The contract title and identification number of this procurement activity are **indicated in the TDS.**
	3. Tenders shall be submitted in the address of the contracting authority **indicated in the TDS.**
	4. Throughout this Tender Dossier:
1. the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
2. if the context so requires, “singular” also means “plural” and vice versa;
3. “day” means calendar day;
4. you are referred as the “economic operator” or the “tenderer”; and
5. the issuer of this tender dossier is referred to as the “contracting authority”.
 |
| 2. Object of the contract | * 1. The Classification of Common Procurement Vocabulary and the object of the contract **are indicated in the TDS**
	2. *If the contract is divided into lots,* each lot may lead to the award of a separate contract. The quantities indicated for different lots will be indivisible. The tenderer must offer the whole of the quantity or quantities indicated for each lot. If the tenderer is awarded contracts for more than one lot, a single contract may be concluded covering all those lots.
	3. The number of lots is **indicated in the TDS**.
	4. Estimated contract value is **indicated in the TDS/**
 |
| 3. Mandatory technical specifications | 3.1 The service must fully comply with the technical specifications set out in this Tender dossier, see Annex 1, and conform in all respects with the other instructions. 3.2 Any specification not in compliance with the technical specifications will disqualify the tender.  |
| 4. Variants | 4.1 **Unless otherwise indicated in the** **TDS,** tenderers are not authorised to submit a tender proposing a variant that complies with a variant of the technical specifications. |
| 5. Delivery Requirement and conditions | 5.1 Place of the performance of the services **as indicated in the TDS**.5.2 Time limits for start and/or completion of the contract as **indicated in the TDS.** |
| 6. Tender Security | 6.1 If **indicated in the TDS** the tenderer shall furnish as part of its tender a Tender Security. * 1. The Tender Security shall be in the amount andfor a validity period as **indicated in the TDS** and may be posted in one of the forms indicated below:
1. check certified by a first-class bank;
2. letter of credit, opened and confirmed by a first-class bank;
3. unconditional bank guarantee, issued by a first-class bank;
4. insurance policy issued by a licensed Insurance Company

6.3 If a Tender Security is required, any tender not accompanied by a substantially responsive Tender Security shall be rejected as non-responsive tender.* 1. Form of the tender security is specified in Annex 2 of this tender dossier.

6.5 The contracting authority shall return the tender security posted within five (5) days, after occurring any of the following:1. expiration date of the tender validity;
2. contract award and entry into force;
3. cancellation or completion of the procurement activity prior to the award or entry into force; or
4. Upon withdrawal of a tender before the deadline for the tender submission unless it is stated in the TD that no such withdrawal is permitted.

6.6 The Tender Security may be forfeited if:1. The Contracting Authority determines that the Economic operator has submitted false or misleading information;
2. The Economic operator withdraws its tender after the deadline for submissions of tenders, but before the expiry of the tender validity period; and
3. The Economic Operator is awarded the contract but refuses or fails:
4. to provide the performance security;
5. to comply with other conditions preceding to the signing of the contract; or
6. to execute the contract.
 |
| 7. Performance Security | 7.1 **If indicated in the TDS**, prior to the signing of the Contract, the successful tenderer, shall furnish the Contracting Authority with a Performance Security. 7.2 The Performance security shall be in amount and for a validity period **indicated in the TDS.*** 1. Form of the performance security is specified in Part B, Section IV.
	2. The performance security may be posted in one of the forms indicated for the Tender Security.
	3. Failure of the successful Economic Operator to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security.
	4. The Performance Security shall be forfeited in the event of:
1. breach of the signed contract, which causes material damage to the contracting authority and/or requires the contracting authority to incur material expense in obtaining the completion of such contract; and
2. The signed contract is breached and many workers are left unpaid, subcontractors and /or material suppliers;

7.7 If none of the events mentioned above have occurred requiring the forfeiture of the performance security, a contracting authority shall return the funds or document constituting such performance security in accordance with the terms of the concerned contract. |
|  | Contents of Tender Dossier |
| 8. Sections of the Tender Dossier | * 1. The Tender Dossier consists of Parts A, B, and C, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with the Information to Tenderers Section 10.

**PART A Tendering Procedures*** Section I. Information to Tenderers
* Section II. Tendering Data Sheet (TDS)
* Annexes

 **PART B Contract*** Section I. Draft Contract Form
* Section II. General Conditions of Contract (GCC)
* Section III. Special Conditions of Contract (SCC)
* Section IV. Performance Security Form
* Section V. Financial Identification

**PART C Tender Submission Form*** Section I. Tender Form
* Section II. Price Description
 |
| 9. Clarification of the Tender Dossier | * 1. The tenderers are allowed to make a written request to the contracting authority for additional or clarifying information which they believe is needed to prepare or submit a responsive tender. Such a request may be made by use of the request form, see Annex 3, and submitted to the contracting authority by electronic means, letter or fax. The Contracting Authority will respond in writing to any request for clarification, provided that such request is received no later than the time limit **indicated in the TDS.** The Contracting Authority shall forward copies of its response to all those who have acquired the Tender Dossier including a description of the inquiry but without identifying its source. Should the Contracting Authority deem it necessary to amend the Tender Dossier as a result of a clarification, it shall do so following the procedure under Information to Tenders Section 10.
 |
| 10. Amendment of the Tender Dossier | 10.1 At any time prior to the deadline for submission of tenders, the Contracting Authority may amend the Tender Dossier by issuing an addendum.* 1. Any addendum issued shall be part of the Tender Dossier and shall be communicated in writing to all economic operators who have obtained the Tender Dossier.
	2. To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Contracting Authority shall extend the deadline for the submission of tenders in accordance with Article 53 of the PPL.
 |
|  | Preparation of TENDERS |
| 11. Language of Tender | 11.1 Economic operators may prepare and submit their tender and related documents in Albanian, Serbian or English language. |
| 12. Documents Comprising the Tender | 12.1 The Tender shall comprise the following:1. Tender Form and the applicable Price Description by using the forms furnished in Part C of this Tender Dossier;
2. Tender Security, in accordance with Information to Tenderers Section 6, *if applicable*;
3. Any other document **required in the TDS.**
 |
| 13. Currency and price Calculation  | 13.1 All prices specified in tenders shall be stated in Euro **(€)** and shall include all applicable taxes, duties and other charges. The price offered is allowed to be marked with a maximum of two (2) decimal numbers after the decimal point. Any number listed after the second number (2) shall not be taken into account in the calculation of the value of the bid.13.2 The tender prices for the offered services are fixed during the Tenderer’s performance of the Contract and not subject to revision**.**13.3If tenders are being invited for individual contracts (lots) prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot.  |
| 14. Tender Validity Period  | 14.1 Tenders shall remain valid for the period as **indicated in the** **TDS.** Validity period of the tender shall begin on the date of the deadline for submission of tenders. A tender valid for a shorter period shall be rejected by the Contracting Authority as non responsive.14.2 In exceptional circumstances, prior to the expiration of the tender validity period, the Contracting Authority may request tenderers to extend the period of validity of their tenders. The request and the responses shall be made in writing. If a Tender Security is requested it shall also be extended for a corresponding period. Failure to respond to the request made by the contracting authority shall lead to the rejection of the tender without forfeiting its Tender Security. |
| 15. Sealing and Marking of Tenders  | 15.1 The Tenderer shall prepare one original of the documents comprising the tender as described in Information to Tenderes Section 12 and clearly mark it “**Original.”** In addition, the Tenderer shall submit copies of the tender, in the number **indicated in the TDS** and clearly mark them **“Copy.”** 15.2 The tenderer shall seal the original tender and each copy ***in separate envelopes*** and shall on the front of each one of such envelopes:* Mark clearly as ***“Original”*** or ***“Copy”;***
* Indicate the Procurement number as stated in the tender dossier; and
* Indicate the name and address of the tenderer.

15.3 The envelopes shall then be sealed in an outer envelope marked with:* The address of the place for submission of tenders;
* The Procurement number;
* Warning that the envelope should not be opened before the date and time of tender opening; and
* The name and address of the tenderer.
 |
|  | Submission and Opening of Tenders |
| 16. Deadline for Submission of tenders | 16.1 Tenders must be received by the Contracting Authority at the address and no later than the date and time **indicated** **in the** **TDS.** |
| 17. Late tenders | 17.1 The Contracting authority shall not consider any tender that arrives after the deadline for submission of tenders. Any tender received by the Contracting Authority after the deadline for submission of tenders shall be declared late, rejected, and returned unopened to the Tenderer. |
| 18. Withdrawal, Substitution, and Modification of Tenders | 18.1 Except if otherwise **indicated in the TDS,** a Tenderer may withdraw, substitute, or modify its tender after it has been submitted by sending a written notice to the contracting authority, duly signed by an authorized representative. The corresponding substitution or modification of the tender must accompany the respective written notice. All notices must be:1. submitted in accordance with Information to Tenderers Section 15 and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” or “Modification”; and
2. received by the Contracting authority prior to the deadline prescribed for submission of tenders.

18.2 Tenders requested to be withdrawn shall be returned unopened to the Tenderers.18.3 No tendermay be withdrawn in the interval between the deadlines for submission of tenders and the expiry of the tender validity period. Withdrawal of a tender during this interval will result in forfeiture of the tender security. |
| 19. Tender Opening | 19.1 The Contracting Authority shall conduct the tender opening in public at the address, date and time **indicated in the** **TDS.** 19.2 Every tenderer have the right to have a representative present to observe the opening of tenders.* 1. If withdrawals, substitutions or modifications were allowed, first the envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the tenderer, the corresponding tender will be opened. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding tender being substituted, and the substituted tender shall not be opened, but returned to the Tenderer. Envelopes marked “Modification” shall be opened and read out with the corresponding Tender.

19.4 No tender withdrawal, substitution or modification shall be permitted unless the corresponding withdrawal, substitution or modification notice contains a valid authorization to request the withdrawal, substitution or modification and is read out at Tender opening. Only envelopes that are opened and read out at Tender opening shall be considered further.19.5 All other envelopes shall be opened one at a time, reading out: the name and address of the tenderer, the total tender Price specified in the Tender submission form and whenever possible, unit prices. 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. |
|  | Evaluation and Comparison of Tenders |
| 20. Examination of tenders | 20.1 **Timely** received tenders will be examined, evaluated and compared according to the requirements set forth in this tender dossier.20.2 A tender 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.
 |
| 21. Clarification of Tenders | 21.1 To assist in the examination, evaluation and comparison of the tenders, the Contracting Authority may, at its discretion, ask any Tenderer for a clarification of its tender. Any clarification submitted by a tenderer in respect to its tender and that is not in response to a request by the Contracting authority shall not be considered.21.2 The request for clarification and the response must be in writing only, but no change in price may be sought, offered or permitted.21.3 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. 21.4 In cases of a discrepancy between the unit price and the total amount, or between words and figures the former will prevail. |
| 22. Responsiveness of the tenders | 22.1 If a tender is not responsive it shall be rejected and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.22.2 Responsive tenders shall be evaluated and compared according to the contract award criteria established in the Tender Dossier. The contract shall be awarded to the highest ranked tender.  |
|  | Award of Contract |
| 23. Award Criteria | 23.1 The contract will be awarded as per the contract award criteria **indicated in the TDS.** |
| 24. Complains | 24.1 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.24.2 The Standard form of the complaint may be downloaded from the PPRC’s or PRB’s websites: [**www.krpp.rks-gov.net**](http://www.ks-gov.net/krpp) or [**www.oshp.rks-gov.net**](http://www.oshp.rks-gov.net). 24.3 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.

24.4 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.24.5 All complainants are required to pay a complaints fee of the amount of [*insert amount in Euro*]**-** together with the filing of a complaint. Payment shall be made in cash or cash equivalent into the account established by the PRB.. 24.6 Refer to the PPL and the Procurement Rules for further complaints procedures. |

#

# Section II. Tender Data Sheet (TDS)

The following specific data for the services to be procured shall complement, supplement, or amend the provisions in the Information to Tenderers. Whenever there is a conflict, the provisions herein shall prevail over those in Information to Tenderers

*[Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant* Information to Tenderers *Sections. Delete none relevant ones]*

|  |  |
| --- | --- |
| Instructions to Tenderers | Amendment/Modification of relevant Section in the Information to Tenderers |
| Sectiondescription  | Sec. No. | **General** |
| Scope of Tender | 1.1 | The Contracting Authority (CA) is: **Name of CA**: *[insert**name of the CA]***Address of CA**: *[insert**address of the CA]***Town:** *[insert CA town]***Postal code**: *[insert CA city postal code]***Electronic address:** *(if applicable)*: *[insert* [*www.*](http://www.)*]***Contact person**: *[insert name of contact person]***E-mail:** *[insert email of contact person]***Telephone:** [*insert CA telephone number]***Fax:** *[insert CA fax number]* |
|  | 1.2 | The contract title and identification number of the procurement activity is: *[insert name and identification number]* |
|  | 1.3 | Tenders shall be submitted at the address mentioned under 1.1 |
| Object of the contract | 2.1 | Classification of Common Procurement Vocabulary (CPV): [*insert CPV number]*The object of the contract is the performance of the following services:*[insert General description of services]* |
| Division into Lots of the Contract | 2.3 | *[If the object of the contract is not divided into lots insert*]This contract is not divided into lots. Tenders must be submitted for the entirety of the quantities indicated in the tender dossier*[If the object of the contract is divided into lots insert]*The object of the contract is composed of *[insert number]* lots. Tenderers may submit a tender [*insert one/ all lots]*. Each part of the lot is indicated in the technical specifications, see Annex 1The maximum number of Lots that may be awarded to one Economic Operator is: *[insert number]*[*determine objective and non-discriminatory criteria or rules for awarding different lots, where the application for the selection of the award criteria would result in awarding tenderer more lots than the maximum number]* |
| Contract value | 2.4 | ***[****insert estimated contract value****]*** |
| Variants | 4.1 | *Variants [insert “shall not be” or “shall be”]* *authorised*.*[If variants are authorised, insert:]*Tenderers are authorised to submit a tender proposing a variant that complies with a variant of the technical specifications. Tenderers shall submit technical specifications of the offered variant.The minimum specifications to be respected by a variant are indicated in the technical specifications set out in this Tender dossier, see Annex 1.] |
| Delivery Requirement and conditions | 5.1 | Place of the performance of the services is: [*insert place of performance*] |
|  | 5.2 | Time limits for start and/or completion of the contract: *[insert time limit*] |
| Tender Security | 6.1 | *[insert one of the following options:]**[If tender security is not required]*No Bid Security is required.*[If tender security is required]*The tenderer has to post a tender security. |
|  | 6.2 | The amount of the Tender Security shall be [*insert the amount in words and figures*] for a validity period of [*insert duration in days or months]* |
| Performance Security | 7.1 | *[insert one of the following options:]**[If performance security is not required]*No Performance Security is required.[*If performance security is required*]In case of awarding the contract to you, you will have to post, before the signing of the contract, a performance security. |
|  | 7.2 | The amount of the Performance Security is [*insert the amount or the percentage in words and figures*] for a duration period of [*insert duration in days or months]* |
| Clarification of the Tender Dossier | 9.1 | *[insert date]* |
| Documents comprising the tender | 12.1(c) | *[If applicable, insert any other requirement]* |
| Tender Validity Period | 14.1 | Tender validity period shall be [*insert number]* days*.* |
| Sealing and Marking of Tenders | 15.1  | In addition to the original of the Tender the number of copies is [*insert number of copies]*. |
| Deadline for Submission of tenders | 16.1 | The deadline for submission is [*insert date and time and place of submission*] |
| Withdrawal, Substitution, and Modification of Tenders | 18.1 | *[If withdrawals, substitutions, or modifications of tenders are not allowed]*The tenderers are not allowed to withdraw, substitute or modify its tender after its submission. |
| Tender Opening | 19.1 | The tender opening is [*insert date and time and place of opening*] |
| Award Criteria | 23.1  | [The **lowest** priced **responsive** tender]; or[the **most economically advantageous** **responsive** tenderdetermined by the weighted criteria as stated in Annex 4] |
| Complains | 24.3 | [*insert CA’s address*] |

# 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.

[2. If variants are allowed the CA shall indicate the minimum specifications to be respected by a variant and any specific requirements for the presentation of a variant.]

[3. If the object of the contract is divided into lots, indicate each lot in separate tables as below]

|  |  |  |
| --- | --- | --- |
| Item No | Description | Quantity |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |
| 6 |  |  |
|  | [add and remove as much lines as items you need in the lot] |  |
| [Indication about different starting /delivery date , *if applicable*:] |
| [Starting*]* | <insert date> |  |
| [Delivery*]* | < insert date > |  |
|  |

[Detailed technical information can be written in the language commonly used internationally for such technique]

# Annex 2. TENDER SECURITY

**To: [name of contracting authority]**

(Hereinafter “the Contracting Authority”)

**On behalf of: [name and address of economic operator]**

(Hereinafter “tenderer”)

**Title of the procurement activity:**

**Procurement number:**

WHEREAS the Tenderer has undertaken to post a tender security referring to Tender Dossier, with the abovementioned procurement number dispatched by the Contracting Authority;

AND WHEREAS the Tenderer wants to post a guarantee for the sum specified in the Tender Dossier;

AND WHEREAS we have agreed to give the Tenderer such a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Tenderer, up to a total of <amount of the guarantee in words and figures>, and we undertake to pay you, upon your first written demand declaring the Tenderer to be in default because of:

1. the Contracting Authority has determined, on the basis of objectively verifiable evidence, that the Tenderer has provided materially false or misleading information to the Contracting Authority;
2. the Tenderer has withdrawn its tender after the deadline for the submission of tenders but prior to the expiration of the tender validity period specified in the Tender Dossier;
3. the Tenderer was awarded the concerned contract on the basis of its tender and the Tenderer then refuses or fails:
* to post any required performance security specified in the Tender Dossier;
* to comply with any other condition precedent to the signing of the concerned contract as specified in the Tender Dossier ; or
* to conclude the contract that conforms to the terms and conditions specified in the Tender Dossier.

Any sum within the limits of:< amount of guarantee> as aforesaid, without you’re needing to prove or to show grounds or reasons for your demand or to the sum specified herein.

This guarantee is valid until <date and time>

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature and seal of the Guarantors

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of financial institution

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

# 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 [[2]](#footnote-2)

*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**[[3]](#footnote-3) | **Evaluation method** |
| **1** | **Price** | Score <100x %> for the tender with lowest price. The tender score is calculated proportionally. |  | **%** |  $P=\frac{Ps}{Pt} x [100x\%]$[[4]](#footnote-4) |
| **2** | **[Operating, maintenance, other life-time costs]** | Score <100x %> for the tender with best operating cost. The tender score is calculated proportionally (in cost) |  | **%** |  $O=\frac{Ot}{Os} x [100x\%]$[[5]](#footnote-5) |
| **3** | **[Functional, technical, environmental, aesthetic or similar characteristics]** | [Specify][[6]](#footnote-6) [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)] |  | **%** |  $C=\frac{Ct}{Cs} x [100x\%]$[[7]](#footnote-7) |
| **4** | **[After sale services, technical assistance]** | [Specify][[8]](#footnote-8) [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)] |  | **%** | $S=\frac{St}{Ss} x [100x\%]$[[9]](#footnote-9) |
| **5** | **[Quality characteristics]** | [Specify][[10]](#footnote-10) [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)] |  | **%** | $Q=\frac{Qt}{Qs} x [100x\%]$[[11]](#footnote-11) |
|  |  |  | **100 %** |  |

# PART B:  *Draft CONTRACT*[[12]](#footnote-12)& SPECIAL CONDITIONS & RELATED ANNEXES

# CONTRACT SECTION I: DRAFT CONTRACT FORM

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

[*Insert name of Service provider],* (hereinafter called “the Service Provider”), of the other part, have agreed to conclude a public contract for the following services:

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

**Article 1 Subject**

1.1 The subject of the contract shall be the performance by the Service Provider of the following services:

[*insert general description of the services],* in <*insert number*> lot(*s*)

*[lot no 1, general description of the services]*

*[lot no 2, general description of the services], [lot no …]*

**Article 2 Price**

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

2.2 The price referred to in Article 2.1 above shall be the sole remuneration owed by the Contracting Authority to the Service Provider under this contract. The price shown in the price Schedule shall be firm and shall not be subject to revision.

2.3 Payments shall be made in accordance with the General and/or Special Conditions of the Contract.

**Article 3 Order of precedence of contract documents**

3.1 The contract is made up of the following documents:

1. This Contract Agreement;
2. Special Conditions of Contract;
3. General Conditions of Contract;
4. The Service Provider’s Tender including Technical Specifications;
5. The financial offer (Price Description);
6. *[insert any other provisions of the tender dossier*].

3.2 The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

**Article 4 Communications**

4.1 Any written communication relating to this Contract between the Contracting Authority, on the one hand, and the Service Provider on the other must state the Contract title and identification number and must be done in writing. Communications shall be sent by post, cable, telex, fax transmission, mail or delivered by hand.

4.2 If the sender of a communication requires acknowledgement of receipt, this shall be indicated in the communication. Whenever there is a deadline for the receipt of a written communication, the sender should ask for an acknowledgement of receipt of his communication. In any event, the sender shall take all necessary measures to ensure receipt of his communication.

4.3 Wherever the contract provides for the giving or issue of any notice, consent, approval, certificate or decision, unless otherwise specified such notice, consent, approval, certificate or decision shall be in writing and the words "notify", "certify", "approve" or "decide" shall be construed accordingly. Any such consent, approval, certificate or decision shall not unreasonably be withheld or delayed.

4.4 This contract is done in [[English] [Albanian] [Serbian][[13]](#footnote-13)] in three originals, two originals being for the Contracting Authority and one original being for the Service Provider.

|  |  |
| --- | --- |
| **For the Contracting Authority**  |  |
| **Name:** |  |
| **Position:** | Responsible Procurement Officer |
| **Signature:** |  |
| **Date:** |  |
| **Stamp:** |  |

***[In case of large value contracts]***

|  |  |  |  |
| --- | --- | --- | --- |
| ***Name:*** |  | **Name:** |  |
| ***Position:*** | *Chief Administrative Officer* | **Position:** | *[Minister or other public authority]*  |
| ***Signature:*** |  | **Signature:** |  |
| ***Date:*** |  | **Date:** |  |
| ***Stamp:*** |  | **Stamp:** |  |

|  |  |
| --- | --- |
| **For the Service Provider** |  |
| **Name:** |  |
| **Position:** |  |
| **Signature:** |  |
| **Date:** |  |
| **Stamp:** |  |

# CONTRACT SECTION II GENERAL CONDITION

#### Article 1 Definitions

1.1 **"Contract"** means the agreement entered into between the Contracting Authority and the Service Provider, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.2 “**Services”** means the services to be performed by the Service Provider pursuant to the Specifications and the Price Description included in the Service Provider’s Tender.

1.3 **“Service Provider”** is the Economic Operator or group of the Economic Operators, appointed in the contract form, which is party to the contract and obligated to perform the tasks according to the agreement, and which for the performed tasks shall obtain the amount agreed in the contract form.

1.4 **“Personnel”** means persons engaged by the Service Provider or by any Sub-contractor as employees and assigned to the performance of the Services or any part thereof.

1.5 **“Contract Price”** means the sum stated in the Agreement representing the total amount payable for the provision of the Services.

1.6 **“Subcontractor”** means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Services to be provided or execution of any part of the Services is subcontracted by the Service Provider.

1.7 **“Party”** means the Contracting Authority or the Service Provider, as the case may be, and “Parties” means both of them.

1.8 **“Contracting Authority”** means the authority purchasing the Services, as specified in the Contract.

1.9 **“GCC”** means General Conditions of Contract.

1.10 **“SCC”** means Special Conditions of Contract.

**Article 2 Law applicable and language**

2.1 The SCC shall specify the law governing all matters not covered by the contract.

2.2 The contract and all written communications between the parties will be drafted in the language specified in the SCC.

**Article 3 Assignment**

3.1 An assignment shall be valid only, if it is a written agreement by which the Service Provider transfers his contract or part thereof to a third party.

3.2 The Service Provider may not, without the prior written consent of the Contracting Authority, assign the contract or any part thereof, or any benefit or interest there under, except in the following cases:

a) a charge, in favour of the Service Provider’s bankers, of any amount due or to become due under the contract;

or

b) the assignment to the Service Provider 's insurers of the Service Provider 's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider 's loss or liability.

3.3 For the purpose of Article 3.2, the approval of an assignment by the Contracting Authority shall not relieve the Service Provider of his obligations for the part of the contract already performed or the part not assigned.

3.4 Assignees must satisfy the eligibility criteria applicable for the award of the contract except in cases where assignments are done to a bank or an insurance company or other financing institution.

#### Article 4 Subcontracting

4.1 A subcontract shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of his contract to a third party.

4.2 The elements of the contract to be subcontracted and the identity of the subcontractors shall be notified to the Contracting authority upon the tender submission. In case of change of subcontractors during the implementation of the contract, the Contractor shall notify in writing to the Contracting Authority. The contracting authority shall notify the Contractor of its decision within 30 days of receiving the notification, stating its reasons if authorization is withheld. The Contractor shall not subcontract without the written authorization of the Contracting Authority. All the proposed subcontractors must meet eligibility requirements.

4.3 The Contracting Authority recognises no contractual link between itself and the subcontractors; however it may vouch, where deemed necessary, for direct payments to subcontractors.

4.4 The Service Provider shall be responsible for the acts, defaults and negligence of his subcontractors and their agents or employees, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. The approval by the Contracting Authority of the subcontracting of any part of the contract or of the subcontractors shall not relieve the Service Provider, of any of his obligations under the contract

**Article 5 Taxes and Duties**

5.1 The service provider is responsible for all taxes and customs duties in compliance with the Law of Republic of Kosovo.

5.2 The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

**Article 6 Commencement and Completion of services**

6.1 This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC.

6.2 Before commencement of the Services, the Service Provider shall submit to the Contracting Authority for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

6.3 The Service provider shall commence the services as soon as is reasonably possible after the receipt of the order with due expedition and without delay.

6.4 The Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage. In this case, the Completion Date will be the date of completion of all activities.

6.5 The place of the performance of the services is specified in the SCC.

6.6 Save where the Parties agree otherwise, performance of the contract shall begin no later than 90 days after notification of award of contract. After that date the Service Provider shall be entitled not to perform the contract and to obtain its termination or compensation for the damage he has suffered. The Service Provider shall forfeit this right unless he exercises it within 30 days of the expiry of the 90 day period.

**Article 7 Extension of period of completion**

7.1 The Service Provider may request an extension to the period of execution if his performance of the contract is delayed, or expected to be delayed, for any of the following reasons:

 a) failure of the Contracting Authority to fulfil its obligations under the contract;

 b) force majeure as defined in Article 8;

7.2 Within 15 days of realising that a delay might occur, the Service provider shall notify the Contracting Authority of his intention to make a request for extension of the period of performance to which he considers himself entitled and, save where otherwise agreed between the Service Provider and the Contracting Authority, within 30 days of the same point in time provide the Contracting Authority with comprehensive details so that the request can be examined.

7.3 Within 30 days of receipt of the details mentioned in 7.2, the Contracting Authority shall by written notice to the Service Provider grant such extension of the period of performance as may be justified, either prospectively or retrospectively, or inform the Service provider that he is not entitled to an extension.

**Article 8 Force majeure**

8.1. Neither party shall be considered to be in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of force majeure which arise after the date of notification of the award or the date when the contract becomes effective.

8.2. The term "force majeure", as used herein shall mean acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar unforeseeable events, beyond the control of either party and which by the exercise of due diligence neither party is able to overcome.

8.3. A party affected by an event of force majeure shall take all reasonable measures to remove such party’s inability to fulfill its obligations hereunder with a minimum of delay.

8.4. The Service Provider shall not be liable for liquidated damages or termination for default if its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. The Contracting Authority shall similarly not be liable to payment of interest on delayed payments, for non-performance or for termination for default if the Contracting Authority's delay or other failure to perform its obligations is the result of force majeure.

8.5. If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall notify the other party immediately giving details of the nature, the probable duration and likely effect of the circumstances. Unless otherwise directed by the Project Manager in writing, the Service Provider shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations which are not prevented by the force majeure event. The Service Provider shall not put into effect such alternative means unless directed so to do by the Project Manager.

**Article 9 Termination of the Contract by the Contracting Authority**

9.1 The Contracting Authority may, after giving the Service Provider 14 days' notice, terminate the contract in any of the following cases:

(a) the Service Provider fails to comply within a reasonable time with the notice given by the Contracting Authority requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services;

(b) the Service Provider refuses or neglects to carry out administrative orders given by the Contracting Authority;

(c) the Service Provider assigns the contract or sub-contracts without the authorization of the Contracting Authority;

(d) the Service Provider becomes bankrupt or is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

(e) the Service Provider has been convicted of an offence concerning its professional conduct by a judgment which has the force of *res judicata*;

(f) the Service Provider has been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;

(g) the Service Provider has been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organization;

 (h) any organisational modification occurs involving a change in the legal personality, nature or control of the Service Provider, unless such modification is recorded in an addendum to the contract;

(i) any other legal disability hindering performance of the contract occurs;

(j) the Service Provider fails to provide the required guarantees or insurance, or the person providing the underlying guarantee or insurance is not able to abide by its commitments.

9.2 Termination shall be without prejudice to any other rights or powers of the Contracting Authority and the Service Provider under the contract. The Contracting Authority may, thereafter, conclude any other contract with a third party on behalf of the Service Provider.

9.3 The Contracting Authority shall, upon the issue of the notice of termination of the contract, instruct the Service Provider to take immediate steps to bring the services to a close in a prompt and orderly manner and in such a way as to keep costs to a minimum.

9.4 In the event of termination, the Contracting Authority shall, as soon as possible and in the presence of the Service Provider or his representatives or having duly summoned them, draw up a report on the services performed. A statement shall also be drawn up of monies due to the Service Provider and of monies owed by the Service Provider to the Contracting Authority as at the date of termination of the contract.

9.5 The Contracting Authority shall not be obliged to make any further payments to the Service Provider until the services are completed, whereupon the Contracting Authority shall be entitled to recover from the Service Provider the extra costs, if any, of providing the service provider or shall pay any balance due to the Service Provider prior to the termination of the contract.

9.6 If the Contracting Authority terminates the contract it shall be entitled to recover from the Service Provider any loss it has suffered under the contractual conditions.

**Article 10 Termination of the Contract by the Service Provider**

10.1 The Service Provider may, after giving 14 days notice to the Contracting Authority, terminate the contract if the Contracting Authority;

a. fails to pay the Service Provider the amounts due under any certificate issued by the authorizing person after the expiry of the deadline stated;

b. consistently fails to meet its obligations after repeated reminders; or

c. if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

10.2 Termination shall be without prejudice to any other rights or powers under the contract of the Contracting Authority and the Service Provider.

10.3 In the event of termination in accordance with (a) and (b) under section 10.1, the Contracting Authority shall pay the Service Provider for any loss or injury the Service Provider may have suffered.

**Article 11 Service Provider’s obligations**

11.1 The Provider shall perform the Services under the contract with due care, efficiency and diligence, in accordance with best professional practices.

11.2 The Service Provider shall comply with administrative orders given by the Contracting Authority. Where the Service provider considers that the requirement of an administrative order goes beyond the scope of the contract, he shall, on pain of breach of contract, notify the Contracting Authority thereof, giving his reasons, within 30 days of receipt of the order. Execution of the administrative order shall not be suspended because of this notice.

11.3 The Service Provider shall respect and abide by all laws and regulations in force in the Republic of Kosovo and shall ensure that his personnel, their dependants, and his local employees also respect and abide by all such laws and regulations.

11.4 The Service Provider shall treat all documents and information received in connection with the contract as private and confidential. He shall not, save in so far as may be necessary for the purposes of the contract's execution, publish or disclose any particulars of the contract without the prior consent in writing of the Contracting Authority.

11.5 If the Service Provider is a consortium of two or more persons or corporations, all such persons or corporations shall be jointly and severally bound to fulfil the terms of the contract. The person designated by the consortium to act on its behalf for the purposes of this contract shall have the authority to bind the consortium. The composition of the group shall not be altered without the prior consent in writing of the Contracting Authority.

11.6 The Service Provider shall employ the key personnel identified in his Tender to carry out the functions stated in his Tender. Moreover, in the course of performance, and on the basis of a written and justified request, the Contracting Authority can ask for a replacement if it considers that a member of staff is inefficient or does not perform its duties under the contract. The Contracting Authority shall approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those identified.

**Article 12 Contracting Authority’s obligations**

12.1 The Contracting Authority shall supply the Service Provider promptly with any information and/or documentation at its disposal which may be relevant to the performance of the contract. Such documents shall be returned to the Contracting Authority at the end of the period of implementation of the tasks.

12.2 The Contracting Authority shall as far as possible co-operate with the Service Provider to provide information that the latter may reasonably request in order to perform the contract.

12.3 The Contracting Authority shall nominate a “*Project Manager*”, indicated in the SCC, who will be responsible for the supervision of the performance of the services at all the time and for reporting for any detail to the Contracting Authority.

**Article 13 Liquidated damages**

13.1 The Service Provider shall pay liquidated damages to the Contracting Authority at the rate per day stated in the SCC for each day that the Completion Date is later than the Required Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Contracting Authority may deduct liquidated damages from any payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

13.2 If the Completion Date is extended after liquidated damages have been paid, the Contracting Authority shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate.

**Article 14 Performance Security**

14.1 The Service Provider shall, not later than the day of signing the contract, furnish the Contracting Authority with a guarantee for the full and proper performance of the contract. The amount of the performance security is specifiedin the SCC. The performance guarantee shall be held against payment to the Contracting Authority for any loss resulting from the Service Provider's failure to perform his contractual obligations fully and properly.

14.2 The guarantee shall continue to remain valid 30 days after the issue of the Certificate of Completion.

14.3 The performance guarantee of the contract shall be in the format given in Section IV of this contract.

**Article 15 Insurance to be Taken out by the Service Provider**

15.1 The Service Provider shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their own cost but on terms and conditions approved by the Contracting Authority, insurance against the risks, and for the coverage, as shall be specified in the SCC.

15.2 The Service Provider shall at the Contracting Authority’s request, provide evidence to the Contracting Authority that such insurance has been taken out and maintained and that the current premiums have been paid.

**Article 16 General principles of payment**

16.1 Payments shall be made in Euro. Payments will be made to the Service Provider according to the payment schedule stated in the SCC.

16.2 Payments due according to an invoice issued by the Service Provider shall be made to the bank account mentioned on Section V, **Financial Identification,** of this contract, completed by the Service Provider. The same form, annexed to the payment request, must be used to report changes of bank account.

16.3 Sums due 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.

16.4 The 30-day period may be suspended by notifying the Service provider that the payment request cannot be fulfilled because the sum is not due, provided or because there is evidence that the expenditure might not be eligible. In the latter case, an inspection may be carried out on the spot for the purpose of further checks. The Service provider shall provide clarifications, modifications or further information within 15 days of being asked to do so. The payment period shall continue to run from the date on which a properly drawn-up payment request is registered.

16.5 Once the deadline laid down in Article 16.3 has expired, the Service provider may, within two months of late payment, claim late-payment interest at the discount rate applied by the Central Bank of Kosovo on the first day of the month in which the deadline expired, plus seven percentage points. The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).

16.6 Any default in payment of more than 90 days from the expiry of the period laid down in Article 16.3 shall entitle the Service Provider either not to perform the contract or to terminate it, with 30 days' prior notice to the Contracting Authority.

**Article 17 Quality Control**

17.1 The principle and modalities of Inspection of the Services by the Contracting Authority shall be as indicated in the SCC. The Contracting Authority shall check the Service Provider’s performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider’s responsibilities. The Contracting Authority may instruct the Service Provider to search for a Defect and to uncover and test any service that the Contracting Authority considers may have a Defect. Defect Liability Period is as defined in the SCC.

**Article 18 Correction of Defects**

18.1 The Contracting Authority shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

18.2 Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Contracting Authority’s notice.

18.3 If the Service Provider has not corrected a Defect within the time specified in the Contracting Authority’s notice, the Contracting Authority will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Article 13.1.

**Article 19 Consequences of Breach of contract**

19.1 A Party shall be in a breach of contract if it fails to discharge any of its obligations under the contract as described in Article 9 and 10.

19.2 Where a breach of contract occurs, the injured Party shall be entitled to the following remedies:

 a) damages; and/or

 b) termination of the contract.

19.3 In addition to the above-mentioned measures, damages may be awarded. They may be either:

a) general damages; or

b) liquidated damages.

19.4 Recovery of damages, disbursements or expenses resulting from the application of measures provided for in this Article shall be affected by deduction from the sums due to the Service Provider, from the deposit, or by payment under the guarantee

**Article 20 Amicable dispute settlement**

20.1 The Parties shall make every effort to settle amicably any dispute which may arise between them. Once a dispute has arisen, the Parties shall notify each other in writing of their positions on the dispute and any solution which they consider possible. If either Party deems it useful, the Parties shall meet and try and settle the dispute. A Party shall respond to a request for amicable settlement within 15 days of such a request. The maximum period laid down for reaching such a settlement shall be 30 days from the commencement of the procedure. Should the attempt to reach an amicable settlement fail or a Party fail to respond in time to requests for a settlement, either Party shall be free to proceed to the next stage of the dispute-settlement procedure by notifying the other.

20.2 If the amicable dispute-settlement procedure fails, the Parties may agree to try conciliation through the institution specified in SCC. If no settlement is reached within 30 days of the start of the conciliation procedure, each Party shall be entitled to move on to the next state of the dispute-settlement procedure.

**Article 21 Dispute settlement by litigation**

21.1 If no settlement is reached within 30 days of the start of the amicable dispute-settlement procedure, each Party may seek either:

a) a ruling from a court; or

b) where the parties agree, an arbitration ruling in accordance with the SCC.

21.2 Dispute settlement model ie courts or arbitration shall be decided by the parties before contract signature

22. I**ndemnity**

22.1 The Service Provider will defend and indemnify the Contracting Authority and its present and former officers, directors, employees, and agents and hold it and them harmless from and against any costs, losses, damages, and fees incurred by the Contracting Authority including but not limited to attorneys fee and expenses in connections with any: negligence or willful misconduct by the Service Provider, breach or alleged breach of the Service Providers representations, claim by a third party that provision of this Services by the Service Provider or the use by or on behalf of the Contracting Authority or of any assets used or provided by the Service Provider in connection with the performance of the services infringes Intellectual Property Rights of that third party

# CONTRACT SECTION III SPECIAL CONDITIONS

The following SCC shall supplement and / or amend the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC*.*

*[Instructions for completing the SCC are provided, as needed, in the notes in italics mentioned for the relevant* GCC *Articles. Delete none relevant ones]*

|  |  |
| --- | --- |
| General Conditions of Contract | Amendment/Modification of relevant Article in the GCC |
| Articledescription  | Art. No. |  |
| Law applicable and language | 2.1 | 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. |
|  | 2.2  | The language used shall be [*insert language of the procedure*]. |
| Commencement and Completion of services | 6.1 | The Starting Date for the commencement of Services is *[insert date].* |
|  | 6.4 | The Completion Date is *[insert date]*. |
|  | 6.5 | The place of the performance of the services is *[insert place]* |
| Contracting Authority’s obligations | 12.3 | The Project Manager is *[insert name, address of the Project manager]* |
| Liquidated damages | 13.1 | The liquidated damages rate is *[insert percentage of the Contract Price]* per day.The maximum amount of liquidated damages for the whole contract is *[insert percentage of the contract Price]* of the final Contract Price. |
| Performance Security | 14.1 | The Performance Security amount is *[insert the amount of the performance guarantee]* |
| Insurance to be Taken out by the Service Provider | 15.1 | The risks and coverage by insurance shall be:1. Third Party motor vehicle *[insert amount]*
2. Third Party liability *[insert amount]*
3. Employer’s liability and workers’ compensation *[insert*

 *amount]*1. Professional liability *[insert amount]*
2. Loss or damage to equipment and property *[insert amount]*
 |
| General principles of payment | 16.1 | The payment schedule shall be: *[insert payment Schedule]* |
| Quality Control | 17.1 | The principle and modalities of inspection of the Services by the Contracting Authority are as follows: *[insert]*The Defects Liability Period is  *[insert date]* |
| Amicable dispute settlement | 20.2 | *[Specify the Commission department responsible for conciliation]* |
| Dispute settlement by litigation | 21.1 | *[Insert both]*a) 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.orb) where the parties expressly agree, 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 the arbitration of *[specify dispute-settlement body]* in accordance with *[specify arbitration rules (rules of International Chamber of Commerce, United Nations Commission on International Trade Law, or other internationally recognised arbitration procedure)].* |

# CONTRACT SECTION IV: MODEL PERFORMANCE GUARANTEE

*[On the headed notepaper of the financial institution providing the guarantee]*

**To: [name of contracting authority**]

(Hereinafter “the Contracting Authority”).

**On behalf of: [name and address of economic operator]**

(Hereinafter “economic operator”)

**Title of the procurement activity:**

**Procurement Number:**

**On First Demand Guarantee**

WHEREAS the economic operator has undertaken to post a performance security referring to Tender Dossier, with the abovementioned procurement number dispatched by the Contracting Authority;

AND WHEREAS the Economic Operator wants to post a guarantee for the sum specified in the tender dossier;

AND WHEREAS we have agreed to give the Economic Operator such a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Economic Operator, up to a total of <amount of the guarantee in words and figures>, and we undertake to pay you, upon your first written demand declaring the Economic Operator to be in default because:

1. The contracting authority based on the objectively verified evidences stated that economic operator has failed to complete its obligations under the contract and this has caused to the contracting authority substantial loss and/or substantial expenses in obtaining the completion of such contract; and
2. The Economic Operator has failed to perform signed contract, which leaves unpaid many workers, subcontractors, and/or material suppliers.

Payment in the limited sum of <amount of guarantee> as aforesaid shall be made without disagreement or complaint, as soon as possible after the registration of your demand with the confirmation of “acceptance”.

**This guarantee is valid until <date and time>**

Signature and seal of the Guarantors

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name of financial institution

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date

# CONTRACT SECTION V: FINANCIAL IDENTIFICATION

|  |
| --- |
| **ACCOUNT HOLDER** |
| **Name** |  |
| **Address** |  |
| **City** |  |
| **Post Code** |  |
| **Contact** |  |
| **Telephone** |  |
| **Fax** |  |
| **E-mail** |  |
| **VAT number** |  |

|  |
| --- |
| **BANK** |
| **Name** |  |
| **Address** |  |
| **City** |  |
| **Post Code** |  |
| **Country** |  |
| **Bank Account** |  |
| **IBAN (optional)** |  |
| **BIC (Optional)** |  |

**REMARKS:**

|  |  |  |
| --- | --- | --- |
| **BNK STAMP + SIGNATURE of BANK REPRESENTATIVE (Both obligatory)** |  | **DATE + SIGNATURE of ACCOUNT HOLDER: (Obligatory))** |

# *PART C: TENDER SUBMISSION FORM*

# Section I. TENDER 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.** We offer to perform, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction:

*[If the object of contract is not divided in lots]*

 [*insert the description of the services]*

*[If the object of the contract is divided in lots][[14]](#footnote-14):*

Lot no *[insert Lot number]:* [*insert the description of the services*]

Lot no *[insert Lot number]:* [*insert the description of the services*] …

**3.** Total tender price is:

*[If the object of contract is not divided in lots]*

**Tender price in figures**: [*insert tender price in figures* ***€****]*

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

*[If the object of the contract is divided in lots][[15]](#footnote-15):*

Lot no [*[insert Lot number]:* *[insert the tender price per lot, in figures and in words]*

Lot no [*[insert Lot number]:* *[insert the l tender price per lot, in figures and in words.] …*

**4.** This tender is valid for a period of *[insert number of days*] from the final date for submission of tenders.

**5.** [If our tender is accepted, we undertake to provide, as required, a performance guarantee prior to the signing of the contract of [*insert amount or percentage of guarantee*].

**6.** Economic Operator [*and our subcontractors*] has/have the following nationality: **[***insert nationality*]

**7.**  We are making this application, for this tender *[insert Lot number, if applicable*], 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, for this tender [*insert Lot number,* *if applicable*] **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].

**8.** 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 contracts funded by the KCB.

**9.** We note that the Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract and that it will incur no liability towards us should it do so.**SUBMITTED BY**

|  |
| --- |
| **Economic Operator Identification** |
| **Company Name[[16]](#footnote-16)** |  |
| **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

|  |
| --- |
| **Lot<Nr>** |
| **Item no.** | **Description** | **unit** | **qty** | unit price without VAT €  | VAT (%) |  unit price withVAT € | **total price with vat**€ |
| **1** |  |  |  |  |  |  |  |
| **2** |  |  |  |  |  |  |  |
|  **etc.**  |  |  |  |  |  |  |  |
|  **Grand Total:** |  |

 *[Add or remove as much as necessary]*

|  |
| --- |
| **Lot<Nr>** |
| **Item no.** | **Description** | **unit** | **qty** | unit price without VAT €  | VAT (%) |  unit price withVAT € | **total price with vat**€ |
| **1** |  |  |  |  |  |  |  |
| **2** |  |  |  |  |  |  |  |
|  **etc.**  |  |  |  |  |  |  |  |
|  **Grand Total:** |  |

*[Add or remove as much as necessary]*

|  |
| --- |
| **economic operator identification (eo)** |
| **Name of EO:** |  |
| **name and first name of the representative of EO:** |  |
| **signature:** |  |
| **date:** |  |
| **Stamp:** |  |

1. To be reported on any document or request concerning this procurement activity. [↑](#footnote-ref-1)
2. Non applicable, where the criteria for contract award is specified as “the lowest price responsive tender” [↑](#footnote-ref-2)
3. Weights assigned to each criterion (in % - the total of all weights shall be equal to 100) [↑](#footnote-ref-3)
4. where P= Score for the tender, Ps= Lowest Price, Pt = tender price. [↑](#footnote-ref-4)
5. where O= Score for the tender, Os= Best Operating Cost, Ot = tender operating cost [↑](#footnote-ref-5)
6. If several characteristics are considered, describe weight and set evaluation method for each one. [↑](#footnote-ref-6)
7. where C= Score for the tender, Cs= Best characteristic score, Ct = tender characteristic score [↑](#footnote-ref-7)
8. 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-8)
9. where S = Score for the tender, Ss= Best TA marks, St = tender TA marks [↑](#footnote-ref-9)
10. If several characteristics are considered, describe weight and set evaluation method for each one. [↑](#footnote-ref-10)
11. where Q= Score for the tender, Qs= Best quality score, Qt = tender quality score [↑](#footnote-ref-11)
12. Before signing the Contract “this Draft Contract” should be modified by the Contracting Authority according to the conditions of the procurement activity [↑](#footnote-ref-12)
13. The language shall be the language used by the tenderers in this tender. [↑](#footnote-ref-13)
14. Not applicable if object of the contract is not divided in lot(s). [↑](#footnote-ref-14)
15. Not applicable if object of the contract is not divided in lot(s). [↑](#footnote-ref-15)
16. In case of Group of EO insert the name of the leader [↑](#footnote-ref-16)