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

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 Date of preparation of the Tender Dossier :

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| **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 prequalification phase, 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, submitting and negotiations of the tender, including costs relating to any visit to the Contracting Authority 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:

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*PART A: TENDERING PROCEDURES*

# Section I. Information to Consultants

|  |  |
| --- | --- |
|  | 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 Consultancy Services as specified in the Terms of References (TOR), Annex 1.
	2. The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for this assignment. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
	3. The Contracting Authority will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Tender Data Sheet.
	4. The contract title and identification number of this procurement activity are **indicated in the TDS.**
	5. Tenders shall be submitted in the address of the contracting authority **indicated in the TDS.**
	6. Consultants should familiarize themselves with local conditions and take them into account in preparing their Tender. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Contracting Authority before submitting a Tender and to attend a Pre-Tender Meeting if **indicated in the** **TDS**. Attending any Pre-Tendering Meeting is strongly advised, but not mandatory.
	7. The Contracting Authority will timely provide at no cost to the Consultants the inputs and facilities **indicated in the TDS,** assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
	8. 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”, the “tenderer” or the “consultant”;
5. the issuer of this tender dossier is referred to as the “contracting authority”;
6. “Proposal” means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a Consultant in response to this Tender dossier; and
7. “Terms of Reference” or “TOR” means the document included in this Tender Dossier as Annex 1 which explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Contracting authority and the Consultant, and expected results and deliverables of the assignment.
 |
| 2. Conflict of Interest | 2.1 The Contracting Authority requires that Consultants provide professional, objective, and impartial advice and at all times hold the Contracting Authority’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work.2.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be selected, under any of the circumstances set forth below:(i) A firm that has been engaged by the Contracting Authority to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm’s consulting services for such preparation or implementation. (ii) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Consultants.(iii) A Consultant (including its Personnel and Sub-Contractors) that has a business or family relationship with a member of the Contracting Authority’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract. |
| 3. 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. 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**.

3.4 Estimated contract value is **indicated in the TDS**. |
| 4. Mandatory TOR | 4.1 The service must fully comply with the specifications set out in this Tender dossier, see Annex 1, and conform in all respects with the other instructions.  |
| 5. Variants | 5.1 **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. |
| 6. Delivery Requirement and conditions | 6.1 Place of the performance of the services **as indicated in the TDS**.6.2 Time limits for start and/or completion of the contract as **indicated in the TDS.** |
| 7. Tender Security | 7.1 If **indicated in the TDS** the tenderer shall furnish as part of its tender a Tender Security. 7.2 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.

7.3 If a Tender Security is required, any tender not accompanied by a substantially responsive Tender Security shall be rejected as non-responsive tender.7.4 Form of the tender security is specified in Annex 2 of this tender dossier.7.5 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.

7.6 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.
 |
| 8. Performance Security | 8.1 **If indicated in the TDS**, prior to the signing of the Contract, the successful tenderer, shall furnish the Contracting Authority with a Performance Security. 8.2 The Performance security shall be in amount and for a validity period **indicated in the TDS.**8.3 Form of the performance security is specified in Part B, Section IV.8.4 The performance security may be posted in one of the forms indicated for the Tender Security.8.5 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. 8.6 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;

8.7 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 |
| 9. Sections of the Tender Dossier | 9.1 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 Consultants Section 11.**PART A Tendering Procedures*** Section I. Information to Consultants
* 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. Technical Proposal - Standard Forms
* Section II. Financial Proposal - Standard Forms
 |
| 10. Clarification of the Tender Dossier | 10.1 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 Consultants Section 11.  |
| 11. Amendment of the Tender Dossier | 11.1 At any time prior to the deadline for submission of tenders, the Contracting Authority may amend the Tender Dossier by issuing an addendum.11.2 Any addendum issued shall be part of the Tender Dossier and shall be communicated in writing to all consultants who have obtained the Tender Dossier.11.3 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 |
| 12. Language of Tender | 12.1 Economic operators may prepare and submit their tender and related documents in Albanian, Serbian or English language.12.2 Documents to be issued by the Consultants as part of the assignment must be in the language(s) **indicated in the TDS.**12.3 Consultants may only submit one Proposal. If a Consultant submits or participates in more than one Proposal, all such Proposals shall be disqualified. However, this does not limit the participation of the same Sub-Contractor, including individual experts, to more than one Proposal. |
|  | Technical Proposal Format and Content |
| 13. Documents Comprising the Technical Proposal | 13.1 While preparing the Technical Proposal, Consultants must give particular attention to the following: a. The estimated number of person-months for Key Professional Personnel envisaged to execute the assignment is **indicated in the** **TDS**. However, the evaluation of the Proposal shall be based on the number of person-months estimated by the Consultant;b. Proposed professional staff must, at a minimum, have the experience **indicated in the TDS**;c. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.13.2 The Consultant shall prepare the Technical Proposal using the Standard Forms to be found in Part C, Section I “Technical Proposal – Standard Forms”.13.3 The Technical Proposal shall comprise the following:1. Technical Proposal Submission Form (Section I-A);
2. A brief description of the firm’s organization and an outline of recent experience on assignments (Section I-B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff proposed, duration of the assignment, contract amount, and firm’s involvement;
3. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Contracting Authority (Section I-C);
4. A description of the methodology and work plan for performing the assignment (Section I-D);
5. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member (Section I-E);
6. CVs recently signed by the proposed professional staff and the authorized representative submitting the Proposal (Section I-F). Key information should include number of years working for the firm and degree of responsibility held in various assignments during the last ten (10) years;
7. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections I-G and I-H);
8. A detailed description of the proposed methodology and staffing for training, **if the TDS specifies** training as a specific component of the assignment;
9. Tender Security, in accordance with Information to Consultants Section 7, *if applicable*;
10. Any additional information **indicated in the TDS.**

13.4 The Technical Proposal shall not include any financial information. |
|  | Financial Proposal Format and Content |
| 14. Documents Comprising the Financial Proposal | 14.1 The Consultant shall prepare the Financial Proposal using the Standard Forms to be found in Part C, Section II “Financial Proposal – Standard Forms”. It shall list all prices associated with the assignment, including a) remuneration for Personnel (foreign and local, in the field and at the Consultants’ home office) and b) reimbursable expenses **indicated in the** **TDS**. All activities and items described in the Technical Proposal shall be assumed to be included in the price offered in the Financial Proposal.14.2 The Financial Proposal shall comprise the following:a) Financial Proposal Submission Form (Section II-A);b) Summary of costs (Section II-B);c) Breakdown of Price by Activity (Section II-C);d) Breakdown of Remuneration (Section II-D);e) Breakdown of Reimbursable Expenses (Section II-E). |
| 15. Currency and price Calculation  | 15.1 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.15.2 The tender prices for the offered services are fixed during the Tenderer’s performance of the Contract and not subject to revision**.** |
| 16. Tender Validity Period  | 16.1 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.16.2 During the period of validity, the Consultant shall maintain the availability of Professional staff nominated in the Proposal. The Contracting Authority will make its best effort to complete negotiations within this period.16.3 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. 16.4 Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. 16.5 Consultants who do not agree have the right to refuse to extend the validity of their Proposals. This will lead to the rejection of the tender without forfeiting its Tender Security. |
| 17. Sealing and Marking of Tenders  | 17.1 The tenderer shall submit its tender composed of two proposals: the “Technical Proposal” and the “Financial Proposal”.17.2 The Tenderer shall prepare:a. one original of the documents comprising the **“Technical Proposal**” described in the Information to Consultants Section 13 and clearly mark it “**Original”;** and b. one original of the documents comprising the **“Financial Proposal”** described in the Information to Consultants Section 14 and clearly mark it “**Original”**.In addition, the Tenderer shall submit copies of the Technical Proposal and of the Financial Proposal, in the number **indicated in the TDS** and clearly mark them **“Copy.”** 17.3 The tenderer shall seal the “original” and each “copy” of the Technical Proposal ***in separate envelopes*** and shall on the front of each one of such envelopes:* Mark clearly as ***“Original - Technical Proposal”*** or ***“Copy-Technical Proposal”;***
* Indicate the Procurement number as stated in the tender dossier; and
* Indicate the name and address of the tenderer.

17.4 The tenderer shall seal the “original” and each “copy” of the Financial Proposal ***in separate envelopes*** and shall on the front of each one of such envelopes:* Mark clearly as ***“Original - Financial Proposal”*** or ***“Copy-Financial Proposal”;***
* Indicate the Procurement number as stated in the tender dossier; and
* Indicate the name and address of the tenderer.

17.5 The “Original” and each “Copy”of the Technical Proposal shall be placed in a **sealed envelope** clearly marked **“Technical Proposal”** and bearing only the procurement number and name and address of the tenderer. Similarly, the “ORIGINAL” and each “COPY” of the Financial Proposal shall be placed in a **separate sealed** envelope clearly marked **“Financial Proposal”** bearing only the procurement number, the name and address of the tenderer, and a warning**: “Do Not Open with the Technical Proposal.”** If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.17.6 The Proposals, Technical and Financial, 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 |
| 18. Deadline for Submission of tenders | 18.1 Tenders must be received by the Contracting Authority at the address and no later than the date and time **indicated** **in the** **TDS.** |
| 19. Late tenders | 19.1 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. |
| 20. Withdrawal, Substitution, and Modification of Tenders | 20.1 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 Consultants Section 17 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.

20.2 Tenders requested to be withdrawn shall be returned unopened to the Tenderers.20.3 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. |
| 21. Tender Opening | 21.1 The Technical Proposals shall be opened in public at the address, date and time **indicated in the** **TDS.** 21.2 The Financial Proposal shall remain sealed and deposited within the Procurement Department until the date of opening of the Financial Proposals.21.3 Every tenderer have the right to have a representative present to observe the opening of the Technical Proposals.21.4 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. 21.5 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.21.6 All other envelopes shall be opened one at a time, reading out: the name and address of the tenderer. 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 |
| 22. Examination of tenders | 22.1 **Timely** received tenders will be examined, evaluated and compared according to the requirements set forth in this tender dossier.22.2 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.
 |
| 23. Evaluation of the Technical Proposals | 23.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system **indicated in the TDS.** Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the tender dossier, and particularly the Terms of Reference or if it fails to achieve the minimum technical score **indicated in the TDS.** |
| 24. Clarification of Tenders | 24.1 To assist in the examination, evaluation and comparison of the technical proposals, 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.24.2 The request for clarification and the response must be in writing only, but no change in price may be sought, offered or permitted. |
| 25. Public Opening and Evaluation of Financial Proposals | 25.1 After the technical evaluation is completed the Contracting Authority shall inform:a. the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals; and b. shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive, that their Financial Proposals will be returned unopened after completing the selection process. 25.2 The Contracting Authority shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants’ attendance at the opening of Financial Proposals is optional.25.3 Financial Proposals shall be opened publicly in the presence of the Consultants’ representatives who choose to attend. The name of the Consultant, the technical scores, and the proposed prices shall be read aloud 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 and recorded when the Financial Proposals are opened. Copy of the record shall be sent to all Consultants.25.4 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.25.5 In cases of a discrepancy between the unit price and the total amount, or between words and figures the former will prevail.25.6 The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as **indicated in the TDS**. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) **indicated in the TDS**:. 25.7 The company achieving the highest combined technical and financial score will be invited for negotiations. |
|  | Negotiations |
| 26. Negotiations | 26.1 Negotiations will be held at the date and address **indicated in the TDS.** |
| 27. Technical Negotiations | 27.1 Negotiations will commence with a discussion of the Technical Proposal, including (a) proposed technical approach and methodology, (b) work plan, (c) organization and staffing, and (d) any suggestions made by the Consultant to improve the Terms of Reference. 27.2 The Contracting Authority and the Consultant will then finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract under “Description of Services.” Special attention will be paid to clearly defining the inputs and facilities required from the Contracting Authority to ensure satisfactory implementation of the assignment.27.3 The Contracting Authority shall prepare minutes of negotiations which will be signed by the Contracting Authority and the Consultant. |
| 28. Financial negotiations | 28.1 It is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local Tax amount to be paid by the Consultant under the Contract. In no event, shall the Contracting Authority be responsible for the payment or reimbursement of any Taxes. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. |
| 29. Conclusion of the Negotiations | 29.1 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Contracting Authority and the Consultant will initial the agreed Contract. |
|  | Contract Award |
| 30. Contract Award | 30.1 The contract award criteria is the most economically advantageous responsive tender: Price *(Financial Proposal)* plus Quality *(Technical Proposal)* as per the weights indicated in section 25.4 of the Information to Consultants.30.2 After completing negotiations the Contracting Authority shall award the Contract to the selected Consultant, publish the award of the Contract, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Contracting Authority shall return the unopened Financial Proposals to the unsuccessful Consultants. |
| 31. Complains | 31.1 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.31.2. 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).31.3 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.

31.4 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.31.5 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. 31.6 Refer to the PPL and the Procurement Rules for further complaints procedures. |

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# Section II. Tender Data Sheet (TDS)

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

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

|  |  |
| --- | --- |
| Instructions to Consultants | Amendment/Modification of relevant Section in the Information to Consultants |
| Sectiondescription  | Sec. No. |  |
| 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]* |
|  | 1.4 | The contract title and identification number of the procurement activity is: *[insert name and identification number]* |
|  | 1.5 | Tenders shall be submitted at the address mentioned under 1.1 |
|  | 1.6 | *[insert one of the following options]**[if a meeting is not going to be held]*A Pre-Tender Meeting will not be held.*[if a meeting is going to be held]*A Pre-Tender Meeting will be held at *[insert time]* on *[insert date and location*.  |
|  | 1.7 | The Contracting Authority will provide the following inputs and facilities:*[insert list or N/A]* |
| Object of the contract | 3.1 | 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** | 3.3 | *[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 for *[insert one/ all lots]*. Each part of the lot is indicated in the technical specifications, see Annex 1.The 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 | 3.4 | ***[****insert estimated contract value****]*** |
| Variants | 5.1 | 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 ToR set out in this Tender dossier, see Annex 1.] |
| Delivery Requirement and conditions | 6.1 | Place of the performance of the services is: [*insert place of performance*] |
|  | 6.2 | Time limits for start and/or completion of the contract: *[insert time limit*] |
| Tender Security | 7.1 | *[insert one of the following options:]**[If tender security is not required]*No Tender Security is required.*[If tender security is required]*The tenderer has to post a tender security. |
|  | 7.2 | 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 | 8.1 | *[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. |
|  | 8.2 | 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 | 10.1 | *[insert date]* |
| Language of the Tender | 12.2 | Reports that are part of the assignment must be written in the following language(s): *[insert language(s)]* |
| Documents comprising the Technical Proposal | 13.1.a | The estimated number of professional staff-months required for the assignment is: ***[insert number]*** |
|  | 13.1.b | The minimum required experience of proposed professional staff is: *[insert minimum experience required]* |
|  | 13.3.h | Training is a specific component of this assignment: Yes **\_\_** No\_\_  [*If yes, provide appropriate information*]: |
|  | 13.3.j | *[insert any other additional information]* |
| 14. Documents Comprising the Financial Proposal | 14.1 | *[List the applicable Reimbursable expenses. A sample list is provided below for guidance: items that are not applicable should be deleted, others may be added**(1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the CA’s country for purposes of the Services;**(2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;**(3) cost of office accommodation, investigations and surveys;**(4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;**(5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;**(6) cost of printing and dispatching of the reports to be produced for the Services;**(7) other allowances where applicable and provisional or fixed sums (if any); and**(8) cost of such further items required for purposes of the Services not covered in the foregoing.]* |
| Tender Validity Period | 16.1 | Tender validity period shall be *[insert number]* days*.* |
| Sealing and Marking of Tenders | 17.2  | Consultants must submit one original and *[insert number]* copies of both the Technical Proposal and the Financial Proposal.  |
| Deadline for Submission of tenders | 18.1 | The deadline for submission is *[insert date and time and place of submission*] |
| Withdrawal, Substitution, and Modification of Tenders | 20.1 | *[If withdrawals, substitutions, or modifications of tenders are not allowed insert]*The tenderers are not allowed to withdraw, substitute or modify its tender after its submission. |
| Tender Opening | 21.1 | The Technical Proposals will be opened on: *[insert date and time and place of opening*] |
| Evaluation of the Technical Proposals | 23.1  | Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are: **Points**i) Specific experience of the Consultants relevant to the assignment:***[0-10]***ii) Adequacy of the proposed methodology and work plan in  responding to the Terms of Reference:a) Technical approach and methodology: *[Insert points*]b) Work plan: *[Insert points*]c) Organization and staffing: *[Insert points*] **Total points for criterion (ii**)**:** ***[20 - 50]***(iii) Key professional staff qualifications and competence for the assignment:a) Team Leader *[Insert points*]b) *[Insert position as appropriate] [Insert points]**c) [Insert position as appropriate] [Insert points]**d) [Insert position as appropriate] [Insert points]* **Total points for criterion (iii): *[30 - 60]****[The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria: 1) General qualifications; 2) Adequacy for the assignment; and 3) Experience in region and language]* (iv) Suitability of the transfer of knowledge (training) program:  ***[0 – 10]****[The number of points shall be determined considering the following three sub-criteria: 1) Relevance of training program; 2) Training approach and methodology; and 3) Qualifications of experts and trainers]*  **Total points for the four criteria: 100**The minimum technical score St required to pass is *[insert number of points]* out of 100 possible points. |
| Public opening and evaluation of Financial Proposals | 25.4 | The formula for determining the financial scores is the following:Sf = 100 x Fm / F, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.The weights given to the Technical and Financial Proposals are:T = *[Insert weight]*P = *[Insert weight]*  |
| Negotiations | 26.1 | The expected date for Contract negotiations is *[insert number]* days after the opening of the Financial Proposals and will be held at the *[insert location].* |
| Complains | 31.3 | [*insert CA’s address*] |

# Annex 1. TERMS OF REFERENCES (TOR)

[*Terms of Reference normally contain the following sections:(a) Background; (b) Objectives; (c) Scope of the Services; (d) Training (when appropriate); (e) Reports and Time Schedule; and (f) Data, Local Services, Personnel, and Facilities to be provided by the Contracting Authority.*]

# 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:** |  |

# PART B:  *Draft CONTRACT*[[2]](#footnote-2)& 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 the Consultant],* (hereinafter called “the Consultant”), of the other part, have agreed to conclude a public contract for the following consultancy 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 Consultant of the following consultancy services: *[insert general description of the consultancy services].*

**Article 2 Price**

2.1 The total price of the consultancy services shall be: *[insert price of consultancy services in figures]* €; [*insert price of consultancy 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 Consultant under this contract. The price shown in the Financial Proposal 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 Consultant’s Tender (technical and financial proposal);
5. The Financial Proposal;
6. The following Appendixes:

 Appendix A: Description of the Services

 Appendix B: Reporting Requirements

 Appendix C: Key Personnel and Sub contractors

 Appendix D: Services and Facilities provided by the Contracting authority

 Appendix E: Form of Bank Guarantee for Advance Payment.

1. *[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 Consultant 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][[3]](#footnote-3)]* in three originals, two originals being for the Contracting Authority and one original being for the Consultant.

|  |  |
| --- | --- |
| **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 Consultant** |  |
| **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 Consultant, 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 tasks to be performed by the Consultant pursuant to this Contract, as described in the TOR.

1.3 **“Consultant”** 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 professional and support staff provided by the Consultant or by any Sub-contractor that are assigned to perform 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 consultancy Services.

1.6 **“Sub-contractor”** 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 Consultant.

1.7 **“Party”** means the Contracting Authority or the Consultant, 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.

1.11 **“Reimbursable expenses”** means all assignment-related costs other than Consultant’s remuneration.

**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 Consultant transfers his contract or part thereof to a third party.

3.2 The Consultant 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 Consultant’s bankers, of any amount due or to become due under the contract;

or

b) the assignment to the Consultant 's insurers of the Consultants 's right to obtain relief against any other person liable in cases where the insurers have discharged the Consultants '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 Consultant 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 Consultant 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 Consultant of its decision within 30 days of receiving the notification, stating its reasons if authorisation is withheld. The Consultant 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 Consultant 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 Consultant, 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 Consultant, of any of his obligations under the contract

**Article 5 Taxes and Duties**

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

5.2 The Consultant, 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 Contract**

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

6.2 The Consultant shall commence the Services on the date specified in the SCC, which shall be defined as the “Effective Date.”

6.3 Unless terminated earlier pursuant to Article 9 and 10, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC

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

6.5 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 Consultant shall be entitled not to perform the contract and to obtain its termination or compensation for the damage he has suffered. The Consultant shall forfeit this right unless he exercises it within 30 days of the expiry of the 90 day period.

**Article 7 Force majeure**

7.1 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.

7.2 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, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

7.3. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

7.4 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

7.5 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

7.6 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Contracting Authority, shall either:

1. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Contracting Authority, in reactivating the Services; or
2. continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

7.7 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Article 19.

**Article 8 Suspension**

8.1 The Contracting Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

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

9.1 The Contracting Authority may, after giving the Consultant 30 days' written notice, terminate the contract in any of the following cases:

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Article 8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Contracting Authority may have subsequently approved in writing;

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

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

(d) if the Consultant 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) if the Consultant has been convicted of an offence concerning its professional conduct by a judgment which has the force of *res judicata*;

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

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

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

(i) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Article 19.

(j) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;

(k) If the Contracting authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**Article 10 Termination of the Contract by the Consultant**

10.1 The Consultant may, after giving 30 days written notice to the Contracting Authority, terminate the contract if the Contracting Authority;

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

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

c. If the Contracting Authority fails to comply with any final decision reached as a result of arbitration pursuant to Article 19.

**Article 11 Cessation of Rights and Obligations upon termination**

11.1 Upon termination of this Contract pursuant to Article 6.5, Article 9 and 10, or upon expiration of this Contract pursuant to Article 6.3, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Article 13.6 (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Article 13.8 and 13.9, and (iv) any right which a Party may have under the Applicable Law.

11.2 Upon termination of this Contract by notice of either Party to the other pursuant to Article 9 and Article 10, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Contracting Authority, the Consultant shall proceed as provided, respectively, by Article 13.12.

**Article 12 Payment upon Termination**

12.1 Upon termination of this Contract pursuant to Article 9 or 10, the Contracting Authority shall make the following payments to the Consultant:

(a) payment pursuant to Article 16 for Services satisfactorily performed prior to the effective date of termination;; and

(b) except in the case of termination pursuant to paragraphs (a) through (j) of Article 9, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

**Article 13 Consultant’s obligations**

13.1 The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Contracting Authority, and shall at all times support and safeguard the Contracting Authority’s legitimate interests in any dealings with Sub-Contractors or Third Parties.

13.2 The Consultant 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.

13.3 The Consultant shall hold the Contracting Authority’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

13.4 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Contractors and any entity affiliated with such Sub-Contractors, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Services.

13.5 The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Contractors and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

13.6 Except with the prior written consent of the Contracting authority, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

13.7 The Consultant (i) shall take out and maintain, and shall cause any Sub-Contractors to take out and maintain, at their (or the Sub-Contractors’, as the case may be) own cost but on terms and conditions approved by the Contracting authority, insurance against the risks, and for the coverage’s specified in the SCC, and (ii) at the Contracting Authority’s request, shall provide evidence to the Contracting authority showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

13.8 The Consultant shall keep, and shall cause its Sub-contractors to keep, accurate and systemic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

13.9 The Consultant shall permit, and shall cause its Sub-contractors to permit, the Contracting authority to inspect all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors.

13.10 The Consultants shall obtain the Contracting Authorities’ prior approval in writing before taking any of the following actions:

(a) Entering into a subcontract for the performance of any part of the Services,

(b) Appointing such members of the Personnel not listed by name in Appendix C (“Key personnel and Sub-contractors”), and

(c) Any other action that may be specified in the SCC.

13.11 The Consultant shall submit to the Contracting Authority the reports and documents specified in Appendix B, in the form, in the numbers and within the time periods set forth in the mentioned Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in mentioned Appendix.

13.12 All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the contracting authority under this Contract shall become and remain the property of the contracting authority, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the contracting authority, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software, and use such software for their own use with prior written approval of the contracting authority. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the contracting authority’s prior written approval to such agreements, and the Contracting Authority shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

**Article 14 Consultants’ Personnel**

14.1 The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Contractors as are required to carry out the Services.

14.2 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant’s Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Contracting authority, his/her name is listed as well.

14.3 The Key Personnel and Sub-Contractors listed by title as well as by name in Appendix C are hereby approved by the Contracting Authority. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Contracting Authority for review and approval a copy of their Curricula Vitae (CVs). If the Contracting Authority does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Contracting Authority.

14.5 Except as the Contracting Authority may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications.

14.6 If the Contracting Authority finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Contracting Authority’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Contracting Authority.

14.7 The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

**Article 15 Contracting Authority’s obligations**

15.1 Unless otherwise specified in the SCC, the Contracting authority shall use its best efforts to ensure that the Government shall:

(a) Provide the Consultant, Sub-Contractors and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Contractors or Personnel to perform the Services.

(b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Republic of Kosovo.

(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.

15.2 If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, the payments to the Consultant under this Contract shall not be adjusted.

15.3 The Contracting Authority shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D.

15.4 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix D, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof.

15.5 In consideration of the Services performed by the Consultant under this Contract, the Contracting authority shall make to the Consultant such payments and in such manner as is provided by Article 16 of this Contract.

15.6 The Contracting Authority shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Contracting Authority with the Consultant’s advice, if specified in Appendix D.

15.7 Professional and support counterpart personnel shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Contracting authority shall not unreasonably refuse to act upon such request.

**Article 16 Payments to Consultant**

16.1 The total payment due to the Consultant shall not exceed the Contract Price and shall include all staff costs, Sub-contractors, costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Financial Proposal.

16.2 The total contract price is set forth in the SCC.

16.3 Payments shall be made in Euro. Payments will be made to the Consultant according to the payment schedule stated in the SCC and against an invoice. Unless otherwise stated in the SCC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultants have submitted an original invoice and any additional documentary information to the Contracting Authority specifying the amount due.

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

16.5 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.

16.6 The 30-day period may be suspended by notifying the Consultant 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 for the purpose of further checks. The Consultant 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.

16.7 Once the deadline laid down in Article 16.5 has expired, the Consultant 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).

16.8 Any default in payment of more than 90 days from the expiry of the period laid down in Article 16.5 shall entitle the Consultant either not to perform the contract or to terminate it, with 30 days' prior notice to the Contracting Authority.

**Article 17 Performance Security**

17.1 The Consultant 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 Consultant’s failure to perform his contractual obligations fully and properly.

17.2 The guarantee shall continue to remain valid 30 days after the expiration of the Contract.

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

**Article 18 Amicable dispute settlement**

18.1 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.

18.2 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 19 Dispute settlement by litigation**

19.1 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.

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

**Article 20 Indemnity**

20.1 The Consultant 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 Consultants representations, claim by a third party that provision of these Services by the Consultant or the use by or on behalf of the Contracting Authority or of any assets used or provided by the Consultant 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 | *[insert either]*This Contract shall enter into force on the date of signing of the Contract by both parties.ORThis Contract shall enter into force on *[insert date]* |
|  | 6.2 | The Starting Date for the commencement of Services “the Effective Date”is *[insert date].* |
|  | 6.3 | The Contract shall expire on *[insert date]*. |
|  | 6.4 | The place of the performance of the services is *[insert place]* |
| Consultant’s obligations | 13.7 | *[Note: Delete what is not applicable]*The risks and the minimum coverage shall be as follows:1. third party motor vehicle liability insurance in respect of motor vehicles operated in the republic of Kosovo by the Consultant or its Personnel or any Sub-Contractor or their Personnel, with a minimum coverage of *[insert amount];*
2. third party liability insurance, with a minimum coverage of *[insert amount];*
3. professional liability insurance, with a minimum coverage of *[insert amount];*
4. employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultant and of any Sub-Contractors, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
5. insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
 |
|  | 13.10 (c) | *[the Contracting Authority shall state here any additional actions by the Consultant that require the Contracting Authority’s prior approval, if there are no additional action on the part of the Consultant that require the CA’s prior approval insert N/A]* |
|  | 13.12 | *[the Contracting Authority shall state here any further restrictions on the use of documents, if there are no additional restrictions on the use of documents insert N/A]* |
| Contracting Authority’s obligations | 15.1 | *[the Contracting Authority shall state here any assistance it will or will not provide the Consultant in addition to those points stated in GCC Article 15.1, if there are no additions or changes to the assistance the CA will provide to the Consultant insert N/A]* |
| Payments to Consultant | 16.2 | The total contract price is *insert amount]* |
|  | 16.3 | *[If no advance payment insert]*There will be no advance payment. Payments for the deliverables shall be made according to the following schedule: *[insert payment schedule]**[If an advance payment will be paid insert]*Payments for the deliverables shall be made according to the following schedule: 1. An advance payment of twenty (20) percent of the Contract Price shall be paid within 30 days of signing the contract against the submission of a bank guarantee for an equivalent amount valid until the advance payment has been fully set off. Such guarantee shall be in the form set forth in Appendix E.
2. *[insert the rest of the payment schedule]*
 |
| Performance Security | 17.1 | The Performance Security amount is *[insert the amount of the performance guarantee]* |
| Amicable dispute settlement | 18.2 | *[Specify the Commission department responsible for conciliation]* |
| Dispute settlement by litigation | 19.1 | *[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))** |

#

# CONTRACT SECTION VI: APPENDIXES

Appendix A – Description of Services

***[Note:*** *This Appendix will include the final Terms of Reference worked out by the Contracting Authority and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Contracting Authority, etc.]*

Appendix B - Reporting Requirements

***[Note:*** *List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”]*

Appendix C - Key Personnel and Sub-Contractors - Hours of Work for Key Personnel

***[Note:*** *List under:*

*C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key foreign Personnel to be assigned to work in the Republic of Kosovo, and staff-months for each.*

*C-2 Same information as C-1 for Key local Personnel.*

*C-3 Same as C-1 for Key Personnel to be assigned to work outside the Republic of Kosovo.*

*C-4 List of approved Sub-Contractors (if already available); same information with respect to their Personnel as in C-1 through C-3.*

*List here the working hours, holidays, sick leave and vacations, (if applicable)]*

Appendix D – SERVICE and FACILITIES to be provided by the Contracting authority

***[Note:*** *List under:*

*D-1 Services, facilities and property to be made available to the Consultant by the CA.*

*D-2 Professional and support counterpart personnel to be made available to the Consultant by the CA]*

Appendix E - Form of Advance Payments Guarantee

**Bank Guarantee for Advance Payment**

*[Bank’s Name, and Address of Issuing Branch or Office]*

**Beneficiary:** *[Name and Address of Contracting Authority]*

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that *[name of Consulting Firm]* (hereinafter called "the Consultants") has entered into Contract No *[reference number of the contract]* dated \_\_\_\_\_\_\_\_\_\_\_\_ with you, for the provision of *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[amount in figures], [amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultants, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures] [amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number \_\_\_\_\_\_\_\_\_\_\_ at [*name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment.

Yours truly,

Signature and seal of the Guarantors

*[name of bank or financial institution]*

# PART C: TENDER SUBMISSION FORM

# Section I – TECHNICAL PROPOSAL – STANDARD FORMS

I-A Technical Proposal Submission Form

I-B Firm’s experience and references

I-C Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services, and Facilities to be provided by the Contracting Authority

I-D Description of the Methodology and Work Plan for Performing the Assignment

I-E Team Composition and Task Assignments

I-F Format of Curriculum Vitae (CV) for proposed Professional Staff.

I-G Time Schedule for Professional Personnel

I-H Activity (Work) Schedule

##

# *Section I – A Technical Proposal Submission Form*

**To:** [***insert name and address of Contracting Authority****]*

(hereinafter “the Contracting Authority”)

Title of contract: [*insert Title]*

Reference number: *[insert procurement number]*

Ladies/Gentlemen:

**1.** In response to your letter of invitation to tender for the above contract, we, the undersigned, offer to provide the consulting services for *[Insert title of Contract*] in accordance with your Tender dossier dated [*Insert Date*] and our Proposal. 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. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

**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][[4]](#footnote-4):*

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

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

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

**4.** If negotiations are held during the period of validity of the Proposal we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

**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.**  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].

**7.** 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.

**8.** 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.

Yours sincerely,

**SUBMITTED BY**

|  |
| --- |
| **Economic Operator Identification** |
| **Company Name[[5]](#footnote-5)** |  |
| **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 I – B Consultant’s Organization and Experience*[[6]](#footnote-6)

1. **Consultant’s Organization**

*[Provide here a brief description of the background and organization of your firm. Include the organization chart of your firm. The Proposal must demonstrate that the Consultant has the organizational capability and experience to provide the necessary administrative and technical support to the Consultant’s Project Team in country].*

1. **Consultant’s Experience**

*[Using the format below, provide information on each assignment for which your firm was legally contracted either individually as a joint venture or as one of the major companies within a group, for carrying out consulting services similar to the ones requested under the Terms of Reference. The Proposal must demonstrate that the Consultant has a proven track record of successful experience in executing projects similar in substance, complexity, value, duration, and volume of services sought in this procurement.*

**Relevant Services Carried Out in the Last Three Years**

|  |  |
| --- | --- |
| Contract Title: | Country: |
| Location within Country: | Professional Staff Provided by Your Firm/Entity (profiles): |
| Name of Client: | No of Staff: |
| Address: | No of Staff-Months; Duration of Contract: |
| Start Date (Month/Year): | Completion Date (Month/Year): | Approx. Value of Services (in EUR) |
| Name of Associated Consultants, If Any: | No of Months of Professional Staff Provided by Associated Consultants: |
| Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed: |
| Narrative Description of Project: |
| Description of Actual Services Provided by Your Staff: |

1. References of the Consultant

*[Provide contact information for at least three (3) references that can provide substantial input about: the type of work performed and confirm the quality of the work experience.*

The Contracting Authority reserves the right to contact other sources as well as to check references and past performance. For each reference, list a contact individual, their title, address, facsimile, phone and e-mail address**.**

Firms’ Name:

# *Section I – C Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services, and Facilities to be provided by the Contracting Authority*

1. **On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities)*.*These comments shall not be used for evaluation purposes, but may be discussed during negotiations. The Contracting Authority is not bound to accept any modifications proposed]*

1. **On the data, services, counterpart Staff and Facilities**

*[Comment here on counterpart staff and facilities to be provided by the Contracting Authority Sheet including: administrative support, office space, local transportation, equipment, data, etc.]*

# *Section I – D Description of the Methodology and Work Plan for Performing the Assignment*

*[In this section, the Consultant should provide a comprehensive description of how it will provide the required Services in accordance with the Terms of Reference (TOR) included in this RFP. Information provided must be sufficient to convey to the Contracting Authority that the Consultant has an understanding of the challenges in performing the required Services and that it has an approach, methodology and work plan to overcome those challenges]*

*You are suggested to present your Technical Proposal divided into the following three chapters:*

1. *Technical Approach and Methodology,*
2. *Work Plan, and*
3. *Organization and Staffing,*

*a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

*b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Contracting Authority), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.*

*c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff]*

# *Section I – E Team Composition and Task Assignments*

|  |  |  |
| --- | --- | --- |
| **1. Technical/Managerial Staff** |  |  |
| Name of Staff | Organization | Area of Expertise | Position Assigned | Task Assigned |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

|  |  |  |
| --- | --- | --- |
| **2. Support Staff** |  |  |
| Name of Staff | Organization | Area of Expertise | Position Assigned | Task Assigned |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

# *Section I – F Format of Curriculum Vitae (CV) for Proposed Professional Staff*

Proposed Position:

Name of Firm:

Name of Staff:

Profession:

Date of Birth:

Years with Firm/Entity: Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

**Key Qualifications:**

*[Give an outline of staff member’s experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations]*

**Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained]*

**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate]*

**Languages:**

*[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]*

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experience, and me.

 Date:

*[Signature of staff member and authorized representative of the firm]*

Full name of staff member:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# *Section I – G Time Schedule for Professional Personnel*

|  |  |  |  |
| --- | --- | --- | --- |
| N° | **Name of Staff** | Staff input (in the form of a bar chart) 1 | Total staff-month input |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **n** | **Home** | **Field2** | **Total** |
| **Foreign** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 1 |  | [*Home*] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| [*Field*] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| n |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** |  |  |  |
| **Local** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 1 |  | [*Home*] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| [*Field*] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| n |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Total** |  |  |  |

1 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

2 Field work means work carried out at a place other than the Consultant's home office.

 Full time input

 Part time input

# *Section I – H Activity (Work) Schedule*

#

|  |
| --- |
| 1. **Field Investigation and Study Items**
 |
|  | ***[1st, 2nd, etc. are months from the start of assignment]*** 2 |
| **Activity**1 | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | 11th | 12th |  |
| Activity (Work) |  |  |  |  |  |  |  |  |  |  |  |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |  |  |  |  |  |  |  |  |  |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |  |  |  |  |  |  |  |  |  |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |  |  |  |  |  |  |  |  |  |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |  |  |  |  |  |  |  |  |  |  |  |

|  |
| --- |
| 1. **Completion and Submission of Reports**
 |
| Reports | Date |
| 1. Inception Report |  |
| 2. Interim Progress Report(a) First Status Report(b) Second Status Report |  |
| 3. Draft Report |  |
| 4. Final Report |  |

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as CA approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in the form of a bar chart.

# Section II – FINANCIAL PROPOSAL – STANDARD FORMS

II-A Financial Proposal Submission Form

II-B Summary of Costs

II-C Breakdown of Price by Activity

II-D Breakdown of Remuneration

II-E Breakdown of Reimbursable Expenses

##

# *Section II – A Financial Proposal Submission Form*

**To:** [***insert name and address of Contracting Authority****]*

(hereinafter “the Contracting Authority”)

Title of contract: [*insert Title]*

Reference number: *[insert procurement number]*

Ladies/Gentlemen:

**1.** We, the undersigned, offer to provide the consulting services for *[Insert title of the contract]* in accordance with your Tender Dossier dated *[Insert Date]* and our Technical Proposal.

**2.** Our attached Financial Proposal is for the sum of *[Insert Amount in words and figures1].*

**3.** Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

**4.** We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

**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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*1 Amount must coincide with the ones indicated under Total Cost of Financial proposal in Section II-B (Summary of costs)*

# *Section II – B Summary of costs*

|  |
| --- |
| **LOT[No.]** |
| **Activity no.** | **Description** | **total price****€** |
| **1** |  |  |
| **2** |  |  |
|  **etc.**  |  |  |
| **Total Costs of Financial Proposal 1** |  |

 *[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 Indicate the total price to be paid by the Contracting Authority. Such total price must coincide with the sum of the relevant sub-totals indicated in Section II–C (Breakdown of prices per activity)*

# *Section II – C* *Breakdown of Price per Activity*1

|  |  |
| --- | --- |
| Activity2 | **Description:** |
| *[insert activity No]* | *[insert short description of the activity]* |
| Price Component | Amount |
| Remuneration3 |  |
| Reimbursable3 |  |
| **Subtotal** |  |

*This form shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form for each activity*

1. *Names of activities should be the same as, or correspond to the ones indicated in the Section I-H (Activity (Work) Schedule)*
2. *Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Section II–D and II-E (Breakdown of remunerations and Breakdown of reimbursable)*

# *Section II – D Breakdown of Remunerations*1

*[Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Contracting Authority]*

|  |  |  |
| --- | --- | --- |
| **Name**2 | **Position**3 | **Staff-month Rate**4 |
| **Foreign Staff** |  |  |
|  |  | [*Home*] |
| [*Field*] |
|  |  |  |
|  |
|  |  |  |
|  |
|  |  |  |
|  |
|  |  |  |
|  |
|  |  |  |
|  |
| **Local Staff** |  |  |
|  |  | [*Home*] |
| [*Field*] |
|  |  |  |
|  |
|  |  |  |
|  |
|  |  |  |
|  |

*1This Form shall be filled for the same Professional and Support staff indicated in Section I-G (Time Schedule for Professional Personnel)*

*2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).*

*3 Positions of the Professional Staff shall coincide with the ones indicated in Section I-E (Team Composition and Task Assignments)*

*4 Indicate separately staff-month rate for home and field work.*

# *Section II – E Breakdown of Reimbursable Expenses*

*[Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Contracting Authority]*

|  |  |
| --- | --- |
| **Activity** | **Description:** |
| *[insert activity No]* | *[insert short description of the activity]* |
| **N°** | **Description**1 | **Unit** | **Unit Cost**2 |
|  | Per diem allowances | Day |  |
|  | International flights3 | Trip |  |
|  | Miscellaneous travel expenses |  |  |
|  | Communication costs between [*Insert place*] and [*Insert place*] |  |  |
|  | Drafting, reproduction of reports |  |  |
|  | Equipment, instruments, materials, supplies, etc. |  |  |
|  | Shipment of personal effects | Trip |  |
|  | Use of computers, software |  |  |
|  | Laboratory tests. |  |  |
|  | Subcontracts |  |  |
|  | Local transportation costs |  |  |
|  | Office rent, clerical assistance |  |  |
|  | Training of the CA’s personnel 4 |  |  |

*1 Delete items that are not applicable or add other items according to the requirements indicated in TDS Section 14.1*

*2 indicate unit cost*

*3 Indicate route of each flight, and if the trip is one- or two-ways*

*4 Only if the training is a major component of the assignment, defined as such in the TOR*

1. To be reported on any document or request concerning this procurement activity. [↑](#footnote-ref-1)
2. Before signing the Contract “this Draft Contract” should be modified by the Contracting Authority according to the conditions of the procurement activity [↑](#footnote-ref-2)
3. The language shall be the language used by the tenderers in this tender. [↑](#footnote-ref-3)
4. Not applicable if object of the contract is not divided in lot(s). [↑](#footnote-ref-4)
5. In case of Group of EO insert the name of the leader [↑](#footnote-ref-5)
6. This form shall be completed separately for each member of the group. [↑](#footnote-ref-6)