|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **TENDER DOSSIER**  **for**  **DISPOSAL by**  ***[Public Bidding] [Sale to Public Officials]***  *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*   |  | | --- | |  |   Date of preparation of the Tender Dossier :   |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Disposal Reference No[[1]](#footnote-1)** |  |  |  |  |   **Title:**  **Method:** *[insert either Public Bidding or Sale to Public Officials]*  **THIS TENDER DOSSIER IS COMPOSED OF THREE PARTS:**  **Part A:**  **Tendering Procedures;**  **Part B:**  **Draft Contract; and**  **Part C: The Tender Form** |

**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**

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

Further to your request 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.

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

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

The present procedure is regulated by the Public Procurement Law (Law no. 04/L042 on Public Procurement in 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 rules issued on its basis.

The PPL and the Rules governing the sale and disposal of assets 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 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.

Yours sincerely,

First and last name:

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

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# *PART A: TENDERING PROCEDURES*

# Section I. Information to Tenderers

|  |  |
| --- | --- |
|  | General |
| 1. Scope of Tender | * 1. The Contracting Authority as **indicated in the Tender Data Sheet (TDS),** issues this Tender Dossier for the purchase of the assets described in Annex 1, Description of Assets. Any resulting contract shall be subject to the terms and conditions detailed in Part B, Contract.   1.2 Limits on Purchase – **sale to Public officials -** Public officials shall not be permitted to purchase more than one similar item. Public Officials may tender for more than one similar item, but in the event that they are the best-evaluated bidder for more than one such item, they shall be required to indicate their preferred item and shall be awarded a contract for that item only.   * 1. The title and reference number of this disposal activity are **indicated in the TDS.**   2. Information on the publication of the Disposal Notice is **indicated in the TDS.**   3. Tenders shall be submitted in the address of the contracting authority **indicated in the TDS.**   4. Throughout this Tender Dossier:  1. the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt; 2. if the context so requires, “singular” also means “plural” and vice versa; 3. “day” means calendar day; 4. you are referred as the “economic operator” or the “tenderer”; and 5. the issuer of this tender dossier is referred to as the “contracting authority”. |
| 2. Object of the contract | * 1. The object of the contract is **indicated in the TDS**   2. The number of lots is **indicated in the TDS**.   3. *If the contract is divided into lots,* each lot may lead to the award of a separate contract. The quantities indicated for different lots will be indivisible. The tenderer must offer the whole of the quantity or quantities indicated for each lot. If the tenderer is awarded contracts for more than one lot, a single contract may be concluded covering all those lots.   4. The price assessed is **indicated in TDS.** |
| 3. Eligibility of the Economic Operators | REQUIREMENTS which should be met by ECONOMIC OPERATORS |
|  | Economic operators have to comply with all the following requirements. Any failure in any requirement will eliminate their tenders from the competition. |
|  | **Eligibility requirements** |
|  | **3.1 An economic operator shall not be eligible to participate in a procurement activity or in the performance of any public contract if such economic operator, or any employee, executive, manager or director thereof:**  a. participated in the preparation of the concerned contract notice or tender dossier, or any part thereof, being used by the concerned contracting authority;  b. received assistance in preparation of its tender or requests to participate from a person or undertaking who or that participated in the preparation of the concerned contract notice or tender dossier, or any part thereof;  c. being in any case in a conflict of interest, as described in Article 4, paragraph 1.75  **3.2 An economic operator shall not be eligible to participate in a procurement activity or in the performance of any public contract if such economic operator, or any executive, manager or director thereof, has, in the past ten (10) years:**  a**. been determined by a court of competent jurisdiction** to have committed a criminal or civil offence involving corrupt practices, money laundering, bribery, kickbacks or activities described, or similar to those described, in Article 130.1 of the PPL under the laws or regulations applicable in Kosovo or any country, or under international treaties or conventions;  b. **been declared ineligible**, where the contracting authority finds this to constitute grave professional misconduct, verified by a competent court;  c. **been determined by a court of competent jurisdiction** to have committed a serious offence by participating in the activities of a criminal organization, defined as a structured association established over a period of time and operating in a concerted manner to achieve financial gain through activities that are criminal or otherwise illegal where they take place;  d. **been determined by a court of competent jurisdiction** to have committed an act of fraud or an act equivalent to fraud;  e. **been determined** **to have engaged in unprofessional conduct by a court of competent jurisdiction**, administrative agency or organization responsible for enforcing standards of professional conduct; or  f. **been determined by a court of competent jurisdiction** to have made serious misrepresentations to any public authority in Kosovo or elsewhere.  **3.3 An economic operator shall not be eligible to participate in a procurement activity or in the performance of any public contract if such economic operator:**  a. has, in the past two (2) years, been adjudged to be bankrupt or insolvent by a court of competent jurisdiction, or is currently the subject of proceedings: (i) for a declaration of bankruptcy, (ii) for an order for compulsory winding up or administration by the court or (iiii) of any other similar proceedings under the law of Kosovo or any other jurisdiction;  b. is being wound up or administered, or its affairs are being wound up or administered, by a court of competent jurisdiction;  c. currently has in place an agreement or arrangement with its creditors providing for extended or reduced terms of payment if such terms were agreed to by such creditors because the economic operator had previously been unable to satisfy its obligations as they came due;  d. is in any situation analogous to sub-paragraphs a, b, or c of this paragraph arising from a similar procedure under the laws of its place of establishment or of a place where it conducts business;  e. is currently the subject of a judicial or administrative order suspending or reducing payments by or to such economic operator and resulting in the total or partial loss of the economic operator’s right to administer and/or dispose of its property;  f. is currently the subject of legal or administrative proceedings that may result in a judicial or administrative order suspending or reducing payments by or to such economic operator if such proceedings may also result in the economic operator being adjudged bankrupt or insolvent;  g. has, in the past three (3) years, been adjudged by a court of competent jurisdiction to have seriously breached a contract with any public entity, public authority or public undertaking in Kosovo or elsewhere;  h. is currently delinquent in the payment of any social security or tax contributions in Kosovo or the economic operator’s country of establishment, except where such debt is deemed to be insignificant in Kosovo;  i. is more than ninety (90) days’ delinquent in the payment of any wages owed to employees or in the payment of any amount owed to a public service operator in Kosovo;  j. has not yet complied with an order issued by a court of Kosovo;  k. has made false statements in relation to the procedure for the award of a public contract, if these are related to the lack of grounds for disqualification, or the fulfillment of the selection criteria; or  l. has not been convicted by a final decision adopted in compliance with article 99.2 of the PPL.  ***Time limits set in this section, are related to the period that immediately precede publication date of the disposal notice.***  3.4 In order to prove that the economic operator is eligible to participate in the procurement procedure the economic operator should submit the documentary evidence **indicated in the TDS.** |
| 4. Minimum Qualification Requirements | 4.1 The economic operator shall meet the minimum qualification requirements **indicated in the TDS.**  4.2 In order to prove that the economic operator meets the minimum qualification requirements in order to participate in the disposal procedure the economic operator should submit the documentary evidence **indicated in the TDS.** |
| 5. Tender Security | 5.1 If **indicated in the TDS** the tenderer shall furnish as part of its tender a Tender Security.  5.2 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.    1. If a Tender Security is required, any tender not accompanied by a substantially responsive Tender Security shall be rejected as non-responsive tender.    2. Form of the tender security is specified in Annex 3 of this tender dossier.    3. The contracting authority shall return the tender security posted within five (5) days, after occurring any of the following: 5. expiration date of the tender validity; 6. contract award and entry into force; 7. cancellation or completion of the disposal activity prior to the award or entry into force; or 8. 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.    1. The Tender Security may be forfeited if: 9. The Contracting Authority determines that the Economic operator has submitted false or misleading information; 10. The Economic operator withdraws its tender after the deadline for submissions of tenders, but before the expiry of the tender validity period; and 11. The Economic Operator is awarded the contract but refuses or fails: 12. to comply with the conditions of the contract; or 13. to make the payment. |
|  | Contents of Tender Dossier |
| 6. Sections of the Tender Dossier | * 1. The Tender Dossier consists of the following parts and should be read in conjunction with any Addendum issued in accordance with the Information to Tenderers Section 8.   **PART A Tendering Procedures**   * Section I. Information to Tenderers * Section II. Tendering Data Sheet (TDS) * Annexes   **PART B Draft Contract**   * Section I. Draft Contract Form * Section II. General Conditions of Contract * Section III. Financial Identification   **PART C Tender Form**   * Section I. Tender Form * Section II. Asset Description and Price Schedule |
| 7. Clarification of the Tender Dossier | * 1. The tenderers are allowed to make a written request to the contracting authority for additional or clarifying information which they believe is needed to prepare or submit a responsive tender. Such a request may be made by use of the request form, see Annex 4, and submitted to the contracting authority by electronic means, letter or fax. The Contracting Authority will respond in writing to any request for clarification, provided that such request is received no later than the time limit **indicated in the TDS.** The Contracting Authority shall forward copies of its response to all those who have acquired the Tender Dossier including a description of the inquiry but without identifying its source. Should the Contracting Authority deem it necessary to amend the Tender Dossier as a result of a clarification, it shall do so following the procedure under Information to Tenders Section 8. |
| 8. Amendment of the Tender Dossier | * 1. At any time prior to the deadline for submission of tenders, the Contracting Authority may amend the Tender Dossier by issuing an addendum.   2. Any addendum issued shall be part of the Tender Dossier and shall be communicated in writing to all economic operators who have obtained the Tender Dossier.   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 |
| 9. Language of Tender  10. Inspection of Assets | 9.1 Economic operators may prepare and submit their tender and related documents in Albanian, Serbian or English language.  10.1 Potential Tenderers may inspect the assets prior to preparing tenders, at the location, time and date **indicated in the TDS.** |
| 11. Documents Comprising the Tender | 11.1 The Tender shall comprise the following:   1. Tender Submission Form by using the form furnished in Part C of this Tender Dossier; 2. List of assets and Price Schedule by using the form furnished in Part C of this Tender Dossier, with prices completed for all items for which you are tendering; 3. Tender Security, in accordance with Information to Tenderers Section 5, *if applicable*; 4. Documentary evidence in accordance with Information to Tenderers Section 3 evidencing the Tenderer’s eligibility; 5. Documentary evidence in accordance with Information to Tenderers Section 4, evidencing the Tenderer’s minimum qualification requirements, *if applicable.* |
| 12. Currency and price Calculation | 12.1 All prices specified in tenders shall be stated in Euro **(€).** |
| 13. Tender Validity Period | * 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.   2. In exceptional circumstances, prior to the expiration of the tender validity period, the Contracting Authority may request tenderers to extend the period of validity of their tenders. The request and the responses shall be made in writing. If a Tender Security is requested it shall also be extended for a corresponding period. Failure to respond to the request made by the contracting authority shall lead to the rejection of the tender without forfeiting its Tender Security. |
| 14. Sealing and Marking of Tenders | * 1. The Tenderer shall prepare one original of the documents comprising the tender as described in Information to Tenderes Section 11 and clearly mark it “**Original.”** In addition, the Tenderer shall submit copies of the tender, in the number **indicated in the TDS** and clearly mark them **“Copy”.** In the event of any discrepancy between the original and the copies, the original shall prevail.   2. The tenderer shall seal the original tender and each copy ***in separate envelopes*** and shall on the front of each one of such envelopes: * Mark clearly as ***“Original”*** or ***“Copy”;*** * Indicate the Disposal Reference number as stated in the tender dossier; and * Indicate the name and address of the tenderer.   14.3 The envelopes shall then be sealed in an outer envelope marked with:   * The address of the place for submission of tenders; * The Disposal Reference 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 |
| 15. Deadline for Submission of tenders | 15.1 Tenders must be received by the Contracting Authority at the address and no later than the date and time **indicated** **in the** **TDS.** |
| 16. Late tenders | 16.1 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. |
| 17. Tender Opening | 17.1 The Contracting Authority shall conduct the tender opening in public at the address, date and time **indicated in the** **TDS.**  17.2 Every tenderer has the right to have a representative present to observe the opening of tenders.  17.3 The envelopes shall be opened one at a time, reading out: the name and address of the tenderer and the tender Price(s) specified in the Tender submission Form and whenever possible, unit prices. When for not instantaneous reasons unit prices cannot be read, such prices in any case shall be visible to all representatives of tenderers in the public opening, e.g. posting them or using any other appropriate method that guarantees transparency. In any case, every page of any financial tender shall be signed during the public opening by a representative of another tenderer. 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 |
| 18. Examination of tenders | 18.1 **Timely** received tenders will be examined, evaluated and compared according to the requirements set forth in this tender dossier.  18.2 A tender is considered to be **responsive** when it:   1. complies in administrative terms with the formal requirements of the tender dossier; 2. is submitted by an eligible economic operator meeting the selection criteria established in the tender dossier. |
| 19. Clarification of Tenders | * 1. To assist in the examination, evaluation and comparison of the tenders, the Contracting Authority may, at its discretion, ask any Tenderer for a clarification of its tender. The Contracting Authority may invite economic operators to supplement or clarify the certificates and documents submitted in accordance with Articles 65-71 of this Law. However, securing missing information or provision of information will apply only to documents whose existence is fixed before the deadline for submission of tenders expires, and may be verified objectively. 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.      * 1. The request for clarification and the response must be in writing only, but no change in price may be sought, offered or permitted. |
| 20. Responsiveness of the tenders | 19.3 A contracting authority shall correct an error in a tender that is of a purely arithmetical nature if such an error is discovered during the examination of tenders, however, this correction cannot be higher than two percent (2%) of the total amount of the bid. In such a case, offered price unit by the economic operator in its financial tender shall be deemed to be a prevailing price over any other contradictory price. When unit prices are not required, elements of the single price of the total price offered by the economic operator in its financial tender shall be deemed to be prevailing price over the total price. A contracting authority shall promptly provide all tenderers a written notice of any such correction.  20.1 If a tender is not responsive it shall be rejected and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.  20.2 Responsive tenders shall be evaluated and compared according to the contract award criteria established in the Tender Dossier. The contract shall be awarded to the highest ranked tender. |
|  | Award of Contract |
| 21. Award Criteria | 21.1 The contract award shall be based on the contract award criteria **indicated in the TDS.** Complaints |
| 22. Complains | 22.1 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 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.  22.2 The Standard form of the complaint may be downloaded from the PPRC’s or PRB’s websites: [**www.krpp.rks-gov.net**](http://www.krpp.rks-gov.net) or [**www.oshp.rks-gov.net**](http://www.oshp.rks-gov.net)**.**  22.3 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.   22.4 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.  22.5 All complainants are required to pay a complaints fee of the amount of [*insert amount in Euro*] together with the filing of a complaint at PRB. Payment shall be made in cash or cash equivalent into the account established by the PRB.  22.6 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 shall complement, supplement, or amend the provisions in the Information to Tenderers. Whenever there is a conflict, the provisions herein shall prevail over those in Information to Tenderers

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

|  |  |  |
| --- | --- | --- |
| Instructions to Tenderers | | Amendment/Modification of relevant Section in the Information to Tenderers |
| Section  description | 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]* |
|  | 1.3 | The title and reference number of the disposal activity is: *[insert title and reference number]* |
|  | 1.4 | Date of submission of Disposal Notice to the PPRC: *[insert date]*  Publication of Disposal Notice (compressed version): [*insert name of media and date of publication]*  Full version of the contract notice as sent to the PPRC may be downloaded from PPRC’s website: [**www.krpp.rks-gov.net**](http://www.krpp.rks-gov.net). |
|  | 1.5 | Tenders shall be submitted at the address mentioned under 1.1 |
| Object of the contract | 2.1 | The object of the contract is the sale of the following assets:  *[insert General description of assets and Indication of quantity]* |
| Division into Lots of the Contract | 2.2 | *[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 Annex 1, Description of assets.  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]* |
| Assessed price | 2.4 | *[insert assessed price]* |
| Eligibility of the Economic Operators | 3.4 | A written declaration under Oath signed by the tenderer by using the form in Annex 2. |
| Minimum Qualification requirements | 4.1 | *[In case of the sale to public Officials insert]*  N/A  *[In case of the Public Bidding insert either]*  N/A *or*  [insert the minimum qualification requirements] |
|  | 4.2 | *[In case of the sale to public Officials insert]*  N/A  *[In case of the Public Bidding insert either]*  N/A *or*  [insert the documentary evidence for qualification requirements] |
| Tender Security | 5.1 | *[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. |
|  | 5.2 | 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]* |
| Clarification of the Tender Dossier | 7.1 | *[insert date]* |
| Inspection of Assets | 10.1 | Address for inspection: *[insert address]*  Date(s) for inspection: *[insert date]*  Time(s) for inspection: *[insert time]* |
| Tender Validity Period | 13.1 | Tender validity period shall be *[insert number]* days*.* |
| Sealing and Marking of Tenders | 14.1 | In addition to the original of the Tender the number of copies is [*insert number of copies]*. |
| Deadline for Submission of tenders | 15.1 | The deadline for submission is [*insert date and time and place of submission*] |
| Tender Opening | 17.1 | The tender opening is [*insert date and time and place of opening*] |
| Award Criteria | 21.1 | *[Insert either]*  *[The contract award shall be based on price only. Highest price]* or  *[The contract award shall be based on price and the following factors]*  *[insert factors]* |
| Complains | 22.3 | [*insert CA’s address*] |

# Annex 1. DESCRIPTION OF ASSETS

The descriptions of the assets given below are for information purposes only and the Contracting Authority gives no guarantee of the accuracy of the description. The assets are sold on an “as is, where is” basis and the Contracting Authority does not offer any warranty or guarantee as to the condition of the assets. The Tenderer bears all risk for the condition of the assets.

| **Item No** | **Description of Asset** | **Quantity** |
| --- | --- | --- |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Attach a list of descriptions of assets where necessary.

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

|  |  |  |
| --- | --- | --- |
| Item No | Description | Quantity |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |
| 6 |  |  |

# Annex 2. DECLARATION UNDER OATH

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

I acknowledge to have read the eligibility requirement in Article 65 of the PPL, respectively section 3 of the Information to Tenderers, and fulfil eligibility requirements to participate in this tender process.

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

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

# Annex 3. TENDER SECURITY

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

(Hereinafter “the Contracting Authority”)

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

(Hereinafter “tenderer”)

**Title: [insert title]**

**Reference number: [insert Disposal reference number]**

**On First Demand Guarantee**

WHEREAS the Tenderer has undertaken to post a tender security referring to Tender Dossier, with the abovementioned disposal reference 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 comply with the conditions of the contract; or
* to make the payment.

Any sum within the limits of < amount of guarantee> as aforesaid, without your 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 4. 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 Reference 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)& GENERAL CONDITIONS

# CONTRACT SECTION I: DRAFT CONTRACT FORM

[*Insert Title*] with Identification number: [*insert Disposal Reference Number*]

**Article 1 Subject**

THIS CONTRCAT made on *[insert date],* between: *[Insert name of the Contracting Authority]* hereinafter called "the Contracting Authority"), of the one part, and [*Insert name of the Buyer],* (hereinafter called “the Buyer”), of the other part:

WHEREAS the Contracting Authority invited tenders for the disposal of Assets, *[insert description of the Asset]* and has accepted the Tender submitted by the Buyer for the purchase of those Assets.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Buyer hereby covenants to pay the Contracting Authority in consideration of the provision of the Assets, the Contract Price at the times and in the manner prescribed by the Contract.
2. In consideration of the payments to be made by the Buyer to the Contracting Authority as indicated in the Contract, the Contracting Authority hereby covenants with the Buyer to release the Assets in conformity in all respects with the provisions of the Contract.

**Article 2 Location of the Asset**

2.1 The location of the assets is *[insert location].*

2.2 The official to contact to arrange collection of the assets is *[insert name and contact details of the official].*

**Article 3 Contract Price**

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

3.2 The price referred to in Article 3.1 above shall be the sole remuneration owed by the Buyer to the Contracting Authority under this contract.

3.3 The price shall be firm and shall not be subject to revision.

3.4 Payments shall be made in accordance with the General Conditions of the Contract.

**Article 4 Order of precedence of contract documents**

4.1 The contract is made up of the following documents:

1. This Contract Agreement;
2. General Conditions of Contract;
3. Description of the Assets;
4. The Buyer’s Tender.

4.2 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 5 Communications**

5.1 Any communication relating to this Contract between the Contracting Authority, on the one hand, and the Buyer on the other must state the 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.

5.2 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.

5.3 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 Buyer.

|  |  |  |  |
| --- | --- | --- | --- |
| **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 Buyer** | |  |
| **Name:** |  |
| **Position:** |  |
| **Signature:** |  |
| **Date:** |  |
| **Stamp:** |  |

# CONTRACT SECTION II GENERAL CONDITION

#### 

#### Article 1 Definitions

* 1. “**Contract"** means the agreement entered into between the Contracting Authority and the Buyer, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  2. **“Assets”** subject to this contract are as defined in the Description of Assets.
  3. “**Contracting Authority**” means the organization selling the Assets, as named in the Tender Data Sheet.
  4. **" Buyer**" means a natural or legal person that is party to this contract and according to the dispositions of this contract purchases the assets that are the object of this contract.
  5. **“Party (is)”** means the parties that sign the contract.
  6. **“Contract Price”** means the price payable to the Contracting Authority as specified in the Contract Form.

**Article 2 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 contract and all written communications between the parties will be drafted in the language used by the tenderer in its tender.

|  |
| --- |
| **Article 3 Condition of Assets** |
| 3.1 The Contracting Authority shall sell the assets on an “as is, where is” basis and shall offer no warranty or guarantee as to the condition of the assets.  3.2 The Buyer shall assume full responsibility for the assets from the date and time of transfer and shall bear all costs and risks associated with the assets thereafter. |

**Article 4 General principles of payment**

4.1 Payments shall be made in Euro.

4.2 The Buyer shall make payment to the Contracting Authority of the full Contract Price, as defined in the Contract Form, within two weeks of the date of the Contract. The Contracting Authority shall issue a receipt for the payment.

4.3 Payment shall be made to the Contracting Authority’s bank account mentioned on Section III and shall be considered to have been made on the date that it is credited to the Contracting Authority’s account.

4.4 The Contracting Authority may terminate this contract if the Buyer has failed to pay the full Contract Price within one week of the due date for payment.

|  |
| --- |
| **5. Transfer of Assets** |
| 5.1 The location of the assets is as specified in the Contract Form.  5.2 The Buyer shall have full responsibility and shall bear all risks and costs associated with the collection, dismantling, removal and transportation of the assets from the location defined above and shall bear and pay all associated costs.  5.3 The Buyer shall collect the assets within one week of the date of receipt by the Contracting Authority of full payment for the assets.  5.4 The Buyer shall contact the official named in the Contract Form, at the Contracting Authority’s address, as specified in the Contract Form, to arrange a date and time for the collection of the assets.  5.5 The Buyer shall sign a Handover Certificate, certifying receipt of the assets, at the time of transfer. |

**Article 6 Force majeure**

6.1 Neither Party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any event of force majeure arising after the date when the contract becomes effective.

6.2 For the purposes of this Article, the term "force majeure" means 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 which are beyond the Parties' control and cannot be overcome by due diligence.

6.3 If either Party considers that any circumstances of force majeure have occurred which may affect performance of its obligations, it shall promptly notify the other Party, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the contracting authority in writing, the Buyer shall continue to perform his obligations under the contract as far as is reasonably practicable, and shall employ every reasonable alternative means to perform any obligations that the event of force majeure does not prevent him from performing. The Buyer shall not employ such alternative means unless directed to do so by the Contracting Authority.

6.4 If the Buyer incurs additional costs in complying with the Contracting Authority directions or using alternative means under Article 6.3, the amount thereof shall be certified by the Contracting Authority.

**Article 7 Amicable dispute settlement**

7.1 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.

7.2 If the amicable dispute-settlement procedure fails, the Parties may agree to try conciliation through the institution *[Specify the Commission department responsible for conciliation]*. 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 8 Dispute settlement by litigation**

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

a) either a ruling from *[specify competent court]* in accordance with the Kosovo law; or

b) where the parties agree, an arbitration ruling. 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)].*

8.2 Dispute settlement model i.e. courts or arbitration shall be decided by the parties before contract signature

# CONTRACT SECTION III: FINANCIAL IDENTIFICATION

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

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

**REMARKS:**

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

# *PART C: TENDER SUBMISSION FORM*

# Section I. TENDER Form

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

(hereinafter “the Contracting Authority”)

Title: [*insert Title]*

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

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

**2.** We offer to purchase, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction:

**3.** Total tender price is:

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

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

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

*[If the object of the contract is divided in lots][[4]](#footnote-4):*

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

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

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

**5.** We confirm that the prices quoted in the List of Assets and Price Schedule are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

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

**SUBMITTED BY**

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

# 

# Section II. LIST OF ASSETS AND PRICE SCHEDULE

##### ***[Complete the price for each item below for which you are bidding. Insert “No Bid” against any items for which you are not bidding]***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item No** | **Description of the Asset** | **Unit** | **Quantity** | **Unit Price** | **Total Price** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **overall total** | | | | |  |

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

1. To be reported on any document or request concerning this 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)