



Republika e Kosovës
Republika Kosova-Republic of Kosovo
Qeveria –Vlada-Government
Zyra e Kryeministrit /Ured Premijera/Office Of The Prime Minister

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

Public Framework Contract / Service' / One economic Operator OPEN PROCEDURE

Date of preparation of the Tender Dossier : : 18.07.2023

Procurement No ¹	ZK 104	23	027	211
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Title: "Public Information Services for the needs of PMO"

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 (The tender form must be created in platform E-procurement as the tender must be submitted electronically).

This tender file has been prepared in the Albanian, Serbian and English languages
In the event there is a discrepancy among the language versions, the Albanian language version shall prevail over others.

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

SUBJECT: "PUBLIC INFORMATION SERVICES FOR THE NEEDS OF PMO"

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

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

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.

This tendering procedure is regulated by the Law on Public Procurement (Law No. 04/L-042 on Public Procurement of the Republic of Kosovo, amended and supplemented by Law No. 04/L-237, Law No. 05/L- 068 and Law No. 05/L-092) and procurement rules issued in compliance with it.

The LPP and Procurement Rules can be downloaded from the website of the Regulatory Commission for Public Procurement (KRPP): www.krpp.rks-gov.net.

Tenders shall be submitted at the address specified in the part A "Tendering Procedures", before **30.08.2023 at 14:00**

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.

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PART A: TENDERING PROCEDURES

Section I. Information to Tenderers

	General
1. Scope of Tender	<p>1.1 The Contracting Authority as indicated in the Tender Data Sheet (TDS), issues this Tender Dossier for the procurement of Services as specified in the technical specification, Annex I.</p> <p>1.2 The contract title and identification number of this procurement activity are indicated in the TDS.</p> <p>1.3 Unless otherwise indicated in the TDS, the Contracting Authority is procuring on its own behalf only.</p> <p>1.4 Information on the publication of the Contract Notice is indicated in the TDS.</p> <p>1.5 Tenders shall be submitted in the address of the contracting authority indicated in the TDS.</p> <p>1.6 Throughout this Tender Dossier:</p> <ul style="list-style-type: none"> a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt b) if the context so requires, "singular" also means "plural" and vice versa; c) "day" means calendar day; d) you are referred as the "economic operator" or the "tenderer"; and e) the issuer of this tender dossier is referred to as the "contracting authority".
2. Object of the contract	<p>2.1 The object of the public framework contract is to settle the terms governing the performance of the services specified in the TDS.</p> <p>2.2 Unless otherwise indicated in the TDS, the Contracting Authority's intention is to conclude a public framework contract with one economic operator. Accordingly orders will be placed whenever the needs for services appear without opening competition.</p> <p>2.3 The Classification of Common Procurement Vocabulary is indicated in the TDS</p> <p>2.4 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.</p> <p>2.5 The number of lots is indicated in the TDS.</p>
3. Mandatory technical specifications	<p>3.1 The service must fully comply with the technical specifications set out in this Tender dossier, see Annex I, and conform in all respects with the other instructions. This shall be demonstrated by the submission of the documentary evidence indicated in the TDS.</p> <p>3.2 Any specification not in compliance with the technical specifications will disqualify the tender.</p>
4. Variants	<p>4.1 Unless otherwise indicated in the TDS, tenderers are not authorised to submit a tender proposing a variant that complies with a variant of the technical specifications.</p>
5. Type of Contract, Delivery Requirement and conditions, Contract Conditions	<p>5.1 Type of the Public framework contract - Unit price. The quantities estimated are only indicative quantities and do NOT compel the contracting authority to buy any of them. The contracting authority may at its own discretion purchase fewer or more quantities than the estimated quantities per item.</p> <p>The service provider shall NOT be entitled to compensation and shall NOT be allowed to claim for changes of the unit prices, in case the contracting authority decides to purchase fewer or more quantities than the indicative ones and/or in case the contracting authority decides NOT to purchase ANY of these quantities for some items.</p> <p>Payments will only be made on the basis of the actual amount of the Place Orders issued during the duration of the public framework contract.</p> <p>5.2 Place of the performance of the services as indicated in the TDS</p> <p>5.3 Delivery condition as indicated in the TDS</p> <p>5.4 Time limits for start and/or completion of the contract as indicated in the TDS.</p> <p>5.5 Unless otherwise indicated in the TDS, the Contracting Authority has established all Terms of the Contract. Refer to Part B, Section I - V, of this Tender Dossier for the Draft Public Framework Contract</p>
	REQUIREMENTS which should be met by ECONOMIC OPERATORS

	<p>Economic operators have to comply with all the following requirements. Any failure in any requirement will eliminate their tenders from the competition.</p>
<p>6. Eligibility of the Economic Operators</p>	<p>Eligibility requirements</p> <p>6.1 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:</p> <p>a. participated in the preparation of the concerned contract notice or tender dossier, or any part thereof, being used by the concerned contracting authority; or</p> <p>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.</p> <p>6.2 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:</p> <p>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;</p> <p>b. been declared ineligible, where the contracting authority finds this to constitute grave professional misconduct;</p> <p>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;</p> <p>d. been determined by a court of competent jurisdiction to have committed an act of fraud or an act equivalent to fraud;</p> <p>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</p> <p>f. been determined by a court of competent jurisdiction to have made serious misrepresentations to any public authority in Kosovo or elsewhere.</p> <p>6.3 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:</p> <p>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 (iii) of any other similar proceedings under the law of Kosovo or any other jurisdiction;</p> <p>b. is being wound up or administered, or its affairs are being wound up or administered, by a court of competent jurisdiction;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>j. has not yet complied with an order issued by a court of Kosovo or the PRB;</p> <p>k. has a place of business in Kosovo but does not have a current and valid certificate of registration issued by the public authority responsible for registering business organizations in Kosovo; or</p>

	<p>I. has not been convicted by a final decision adopted in compliance with article 99.2 of the PPL.</p> <p>Time limits set in this section, are related to the period that immediately precede publication date of the contract notice.</p> <p>6.4 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.</p>
	Minimum qualification requirements
7. Professional suitability requirements	<p>7.1 The economic operator shall meet the professional suitability requirements indicated in the TDS.</p> <p>7.2 In order to prove that the economic operator is suitable to participate in the procurement procedure the economic operator should submit the documentary evidence indicated in the TDS.</p>
8. Economic and financial standing requirements	<p>8.1 The economic operator shall meet the minimum economical and financial requirements indicated in the TDS.</p> <p>8.2 In order to prove that the economic operator meets the minimum economical and financial requirements the economic operator should submit the documentary evidence indicated in the TDS.</p>
9. Technical and/or professional capability requirements	<p>9.1 The economic operator shall meet the minimum technical and/or professional capability requirements indicated in the TDS.</p> <p>9.2 In order to prove that the economic operator meets the minimum technical and/or professional capability requirements the economic operator should submit the documentary evidence indicated in the TDS.</p> <p>9.3 The contracting authority, at its own expenses, may carry out an inspection with the economic operators company for the purpose of verification.</p>
10. Confidential business information	<p>10.1 If the economic operator desires that any provided information relating to the economical /financial standing and technical/professional capability is treated as confidential business information a written request must be submitted by using the form set out in this tender dossier, see Annex 3.</p>
11. Establishing a Group of economic operators	<p>11.1 If a tender is submitted by a group of economic operators, the group is required to nominate one of the members of the group as the contact economic operator, and shall submit with its tender documents indicated in the TDS.</p> <p>11.2 Such a group shall not be required to assume a specific legal form in order to submit the tender but the Contracting Authority reserves the right, if such requirement is necessary for the satisfactory performance of the contract, to request from the selected group to do so if the contract is awarded to such a group as a pre-condition to the signing of the contract.</p> <p>11.3 Economic operators are not allowed to tender at the same time individually and as a member of a group or as a member of different groups. In such cases both the economic operator and the groups concerned shall be deemed as ineligible.</p>
12. Subcontracting	<p>12.1 The Economic Operators must indicate in their tender any part of the contract that the Economic Operator intends to subcontract to third parties and shall submit with its tender documents indicated in the TDS.</p>
13. Tender Security	<p>13.1 If indicated in the TDS the tenderer shall furnish as part of its tender a Tender Security. In case of a public framework contract with several economic operators, the Tender security shall be submitted by the tenderer during the mini-competition process.</p> <p>13.2 The Tender Security shall be in the amount and for a validity period as indicated in the TDS and may be posted in one of the forms indicated below:</p> <ul style="list-style-type: none"> a) In cash or cash equivalent such as bank wire or bank transfer, in which cases the tender security shall be deposited at the Bank indicated in the TDS; b) check certified by a first-class bank; c) letter of credit, opened and confirmed by a first-class bank; d) surety bond, callable upon demand, issued by a reputable surety or insurance company; or e) unconditional bank guarantee, issued by a first-class bank. <p>13.3 If a Tender Security is required, any tender not accompanied by a substantially responsive Tender Security shall be rejected as non-responsive tender.</p> <p>13.4 Form of the tender security is specified in Annex 4 of this tender dossier.</p>

	<p>13.5 The contracting authority shall return the tender security posted within five (5) days, after occurring any of the following:</p> <ol style="list-style-type: none"> expiration date of the tender validity; contract award and entry into force; cancellation or completion of the procurement activity prior to the award or entry into force; or 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. <p>13.6 The Tender Security may be forfeited if:</p> <ol style="list-style-type: none"> The Contracting Authority determines that the Economic operator has submitted false or misleading information; The Economic operator withdraws its tender after the deadline for submissions of tenders, but before the expiry of the tender validity period; and The Economic Operator is awarded the contract but refuses or fails: <ol style="list-style-type: none"> to provide the performance security; to comply with other conditions preceding to the signing of the contract; or to execute the contract.
<p>14. Performance Security</p>	<p>14.1 If indicated in the TDS, prior to the signing of the Contract, the successful tenderer, shall furnish the Contracting Authority with a Performance Security. In case of a public framework contract with several economic operators, the Performance security shall be submitted by the successful tenderer only after the mini-competition process.</p> <p>14.2 The Performance security shall be in amount and for a validity period indicated in the TDS.</p> <p>14.3 Form of the performance security is specified in Part B, Section IV.</p> <p>14.4 The performance security may be posted in one of the forms indicated for the Tender Security.</p> <p>14.5 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.</p> <p>14.6 The Performance Security shall be forfeited in the event of:</p> <ol style="list-style-type: none"> 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 The signed contract is breached and many workers are left unpaid, subcontractors and /or material suppliers; <p>14.7 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.</p>
<p>15. Sections of the Tender Dossier</p>	<p>Contents of Tender Dossier</p> <p>15.1 The Tender Dossier consists of Parts A, B, and C, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with the Information to Tenderers Section 17.</p> <p>PART A Tendering Procedures</p> <ul style="list-style-type: none"> Section I. Information to Tenderers Section II. Tendering Data Sheet (TDS) Annexes <p>PART B Contract</p> <ul style="list-style-type: none"> Section I. Draft Public Framework 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 Section VI. Public Framework Agreement <p>PART C Tender Submission Form</p> <ul style="list-style-type: none"> Section I, Tender Form Section II, Price Schedule

<p>16. Clarification of the Tender Dossier</p>	<p>16.1 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 5, 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 17.</p>
<p>17. Amendment of the Tender Dossier</p>	<p>17.1 At any time prior to the deadline for submission of tenders, the Contracting Authority may amend the Tender Dossier by issuing an addendum. 17.2 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. 17.3 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.</p>
<p>Preparation of TENDERS</p>	
<p>18. Language of Tender</p>	<p>18.1 Economic operators may prepare and submit their tender and related documents in Albanian, Serbian or English language.</p>
<p>19. Documents Comprising the Tender</p>	<p>19.1 The Tender shall comprise the following: a) Tender Submission Form by using the form furnished in Part C of this Tender Dossier; b) Tender Security, in accordance with Information to Tenderers Section 13, if applicable; c) Documentary evidence in accordance with Information to Tenderers Section 6 evidencing the Tenderer's eligibility; d) Documentary evidence in accordance with Information to Tenderers Section 7, evidencing the Tenderer's professional suitability, if applicable; e) Documentary evidence in accordance with Information to Tenderers Section 8, evidencing the Tenderer's economical and financial standing, if applicable; f) Documentary evidence in accordance with Information to Tenderers Section 9, evidencing the Tenderer's technical and professional capability, if applicable; g) Documentary evidence in accordance with Information to Tenderers Section 11 and 12, if applicable; and h) Any other document required in the TDS.</p>
<p>20. Currency and price Calculation</p>	<p>20.1 All prices specified in tenders shall be stated in Euro(€) and shall include all applicable taxes, duties and other charges. 20.2 The tender prices for the offered services are fixed during the Tenderer's performance of the Contract and not subject to revision. 20.3 If tenders are being invited for individual contracts (lots) prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot.</p>
<p>21. Tender Validity Period</p>	<p>21.1 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. 21.2 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.</p>
<p>22. Sealing and Marking of Tenders</p>	<p>22.1 The Tenderer shall prepare one original of the documents comprising the tender as described in Information to Tenderers Section 19 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." 22.2 The tenderer shall seal the original tender and each copy in separate envelopes and shall on the front of each one of such envelopes: <ul style="list-style-type: none"> • Mark clearly as "Original" or "Copy"; • Indicate the Procurement number as stated in the tender dossier; and • Indicate the name and address of the tenderer. 22.3 The envelopes shall then be sealed in an outer envelope marked with:</p>

	<ul style="list-style-type: none"> • 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
23. Deadline for Submission of tenders	23.1 Tenders must be received by the Contracting Authority at the address and no later than the date and time indicated in the TDS.
24. Late tenders	24.1 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.
25. Withdrawal, Substitution, and Modification of Tenders	<p>25.1 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:</p> <ul style="list-style-type: none"> (a) submitted in accordance with Information to Tenderers Section 22 and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION"; and (b) received by the Contracting authority prior to the deadline prescribed for submission of tenders. <p>25.2 Tenders requested to be withdrawn shall be returned unopened to the Tenderers.</p> <p>25.3 No tender may 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.</p>
26. Tender Opening	<p>26.1 The Contracting Authority shall conduct the tender opening in public at the address, date and time indicated in the TDS.</p> <p>26.2 Every tenderer have the right to have a representative present to observe the opening of tenders.</p> <p>26.3 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.</p> <p>26.4 No tender withdrawal, substitution or modification shall be permitted unless the corresponding withdrawal, substitution or modification notice contains a valid authorization to request the withdrawal, substitution or modification and is read out at Tender opening. Only envelopes that are opened and read out at Tender opening shall be considered further.</p> <p>26.5 All other envelopes shall be opened one at a time, reading out the name and address of the tenderer and, if applicable, the total tender Price specified in the Tender submission form. 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.</p>
	Evaluation and Comparison of Tenders
27. Examination of tenders	<p>27.1 Timely received tenders will be examined, evaluated and compared according to the requirements set forth in this tender dossier.</p> <p>27.2 A tender is considered to be responsive when it:</p> <ul style="list-style-type: none"> a. complies in administrative terms with the formal requirements of the tender dossier; b. complies in technical terms with the description, requirements and specifications established in the tender dossier; c. is submitted by an eligible economic operator meeting the selection criteria established in the tender dossier.

<p>28. Clarification of Tenders</p>	<p>28.1 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 require each Tenderer to supplement or clarify the certificates and documents submitted pursuant to Articles 65-71 of the PPL. However, the provision of missing information or the provision of information shall apply only to documents whose existence is fixed, before the expiry of the deadline for submission of tenders, and may be objectively verified. 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.</p> <p>28.2 The request for clarification and the response must be in writing only, but no change in price or any other material term or aspect of the tender may be sought, offered or permitted.</p> <p>28.3 The contracting authority may correct a purely arithmetical error in a tender. Amounts corrected in this way will be binding on the tenderer. If such errors are discovered during the examination of tenders however this improvement may not be more than two percent (2%) of the total bid value. In such a case, the unit price offered by the economic operator in its financial tender shall always be regarded as the prevailing price above any other conflicting price. Where unit prices are not required, the single price elements of the total price offered by the economic operator in its financial tender shall always be regarded as prevailing over the total price. Errors corrected in this way shall be binding on the tenderer. The contracting authority shall promptly send all concerned tenderers written notice of such changes.</p> <p>28.4 In case of discrepancies between unit price and total value, or words and figures, unit price and words shall prevail.</p>
<p>29. Responsiveness of the tenders</p>	<p>29.1 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.</p> <p>29.2 Responsive tenders shall be evaluated and compared according to the contract award criteria established in the Tender Dossier.</p>
<p>Award of Contract</p>	
<p>30. Award Criteria</p>	<p>30.1 The contract will be awarded as per the contract award criteria indicated in the in the TDS.</p>
<p>31. Complain</p>	<p>31.1 Pursuant to Article 108.A of the Law for Public Procurement in Kosovo (Law No. 04/L-042), as amended by Law no. 04 / L-237, law no. 05 / L-068 and Law no. 05 / L-092a complaint may be submitted by an interested party <u>at any stage</u> of any procurement activity and with respect to <u>any act or omission</u> of the concerned contracting authority that is alleged to be in violation of the present law, or acts issued in its implementation.</p> <p>31.2 The Standard form of the complaint may be downloaded from the PPRC's or PRB's websites: www.krpp.rks-gov.net or www.oshp.rks-gov.net</p> <p>31.3 The complaint shall be submitted in original to the Procurement Review Body "PRB" at the address indicated in the TDS and, simultaneously, a copy of the complaint shall be submitted to the Contracting Authority.</p> <ul style="list-style-type: none"> - Whenever the complaint concerns a contract notice or tender documents within five (5) days prior to the deadline for submission of bids; - Whenever the complaint relates to the decision to award a contract within five (5) days after the date of the contract award notice sent to the complainant; - Whenever the complaint relates to the decision to cancel the procurement procedure, within five (5) days from the date when the procurement activity is formally cancelled by notice of cancellation. <p>31.4 Where the complaint concerns the final decision of the award of the contractor cancellation of the procurement activity the complaint should be submitted only within the ten (10) days period following the date of the contract award notice or cancellation notice is sent to the tenderer.</p> <p>31.5 All complainants are required to pay a complaints fee of the amount of XXX € together with the filing of a complaint. Payment shall be made in cash or cash equivalent into the account established by the PRB.</p> <p>31.6 Refer to the PPL and the Procurement Rules for further complaints procedures.</p>

Section II. Tender Data Sheet (TDS)

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

Instructions to Tenderers		Amendment/Modification of relevant Section in the Information to Tenderers
Section description	Sec. No.	General
Scope of Tender	1.1	<p>The Contracting Authority (CA) is: Name of CA: Prime Minister's Office, Address of CA: Government Building, VII Floor, Office 702 Town: Prishtina Postal code:10 000 Electronic address:www.aqp.rks-gov.net Contact: Through the electronic public procurement platform in Kosovo https://e-prokurimi.rks-gov.net</p>
	1.2	<p>The contract title and identification number of the procurement activity is: "Public Information Services for the needs of PMO" Procurement No. ZK104 23 027 211</p>
	1.3	<p>Date of submission of Contract Notice to the PPRC: 18.07.2023 Full version of the contract notice as sent to the PPRC may be downloaded from PPRC's website: www.e-prokurimi.rks-gov.net</p>
	1.4	<p>Date of submission of Contract Notice to the address referred in 1.1.</p>
Object of the contract	2.1	<p>The purpose of the public contract is to inform the public of the needs of PMO The services include: various information campaigns, television commercials, services through online portals, printing of brochures, etc. (see Annex I)</p>
	2.3	<p>Classification of Common Procurement Vocabulary (CPV):93 00 00 00-8</p>
Estimated value	2.4	<p>Estimated value: € 200,000.00</p>
Variants	4.1	<p>Variants shall not be authorised.</p>
Conditions and requirements of delivery	5.2	<p>Providing services with multiple items. The contract will be framework for 24 months. Quantities are approximate and may deviate up to ± 30%</p>
	5.3	<p>Time limits for the start and / or end of the contract: 24 months after signing the contract.</p>
Eligibility of the Economic Operators	6.4	<p>Acceptable requests: The economic operator must fulfill the requirements specified in article 65 of the Law on Public Procurement (LPP), Law no. 04/L-42.LPP can be downloaded from http://krpp.rks-gov.net</p> <p>The documents that will be required as evidence for meeting the eligibility requirements are as follows:</p> <ol style="list-style-type: none"> 1. A written statement under oath, signed by the tenderer using the form of ANNEX 2. 2. For the situation referred to point 6.3 (a, b and d), certificates issued by the competent court or administrative authorities of the country of establishment of the tenderer.

		<p>3. For the situation referred to in point 6.3 h (taxation), a certificate issued by the Tax Administration of the country of establishment of the economic operator, that the economic operator in question is not delinquent (violator) in the payment of taxes.</p> <p>Evidence related to eligibility requirements (Points 2 & 3) will be required from the tenderer to whom the contracting authority intends to award the contract. These documents must be submitted by the tenderer before the award of the contract and must not be older than three months before the date of publication of the Contract Notice. In case of failure to submit these documents, the said tender will be rejected.</p>
Professional suitability requirements	7.1	<p>Professional Suitability:</p> <ol style="list-style-type: none"> 1. Registration as an Economic Operator in professional, commercial register and enterprise register in your country of establishment; 2. VAT certificate.
	7.2	<p>Documentary evidence required:</p> <ol style="list-style-type: none"> 1. Business Registration Certificate UIN – copy 2. Copy of the VAT certificate;
Economic and financial standing requirements	8.1	N/A
	8.2	
Technical and/or professional capability requirements	9.1	<p>Minimum requirements on technical and/or professional capacities:</p> <p>In order to prove that the economic operator meets the minimum requirements on technical and/or professional capabilities, the economic operator must offer:</p> <ol style="list-style-type: none"> 1. One (1) Project Manager Minimum of one (1) director for the realization of media products - video spots, Minimum of one (1) screenwriter Minimum of three (3) graphic designers. Minimum of three (3) cameramen. 2. The EO has successfully performed services in the realization of at least five (5) video-advertisements in the past three years from the date of the contract notification.
	9.2	<p>Documentary evidence required:</p> <ol style="list-style-type: none"> 1. List of professional qualifications, master's degree in the field of marketing and communication, notarized diplomas of the staff, their CVs as well as contracts or pre-contracts of work. 2. A list specifying the services performed in the field of marketing and communication, specifying the amount of the contract; date of receipt, report or reference.
Establishing a Group of economic operators	11.1	<ol style="list-style-type: none"> a. A clear statement that all members of the group are jointly and severally liable for the contents of the group's tender and, in the event the group is awarded the contract, the performance of the contract; b. Submit a signed statement from each of the members, confirming their participation in the group and that they are not participating singularly and/or in any other group taking part in the same procurement procedure;

		<p>c. A statement signed by all members of the group authorising the lead partner to act on behalf of the group; and</p> <p>d. All member of such group shall be eligible and shall provide evidence on their eligibility, as mentioned under Section 6.4 of this TDS.</p> <p>e. All economic operators must be registered on the E-procurement platform For the situation referred to in point 11.1 a, b and c, EO must complete the Declaration of establishment of the group using the form provided in Annex 6</p>
Subcontracting	12.1	<p>a) a statement declaring the selected subcontractors made for the relevant procurement activity; and</p> <p>b) all subcontractors shall be eligible and shall provide evidence on their eligibility, as mentioned under Section 6.4 of this TDS.</p>
Tender Security	13.1	<p>The tenderer has to post a tender security. The amount of the Tender Security shall be 3,000.00€ (three thousand Euros) for a validity period of 120 days Tender security must be scanned together with the tender, while the original form of tender security will be required to be submitted by the tenderer whom the contracting authority intends to award with contract. Failure to submit the original form of tender security leads to the implementation of Article 99.2 of PPL.</p>
Performance Security	14.1	The amount of the Performance Security is 10% contract value for a duration period of 25 months .
Clarification of the Tender Dossier	16.1	Date: 07.08.2023 at 16:00 electronically
Tender Validity Period	21.1	Tender validity period shall be 90 days.
Sealing and Marking of Tenders	22.1	Pursuant to e-procurement system.
Deadline for Submission of tenders	23.1	The deadline for submission of tenders is: 30.08.2023, at 14:00 https://e-prokurimi.rks-gov.net/
Withdrawal, Substitution, and Modification of Tenders	25.1	The economic operator is obliged to submit the bid electronically (e-procurement) and to act according to E-procurement.
Tender Opening	26.1	The tender opening is 30.08.2023, at 14:00 at the Prime Minister's Office, Government Building, VII Floor, Office 702 electronic public procurement platform https://e-prokurimi.rks-gov.net
Award Criteria	30.1	The lowest price of the responsive tender
Complains	31.3	According to point 1.1 of the TDS.

ANNEX 1. MANDATORY TECHNICAL SPECIFICATIONS

DESCRIPTION OF SERVICES

The purpose of this activity is to conclude a framework contract with a qualified Economic Operator (EO) who would provide public information services for the needs of OPM" as described in the table below.

Services and informative materials for Communication and Information activities for the Visa Liberalization Information Campaign			Number of orders / 24 Months
1	Creation of HD video and audio spot with informative content created with professional actors and director according to the concept idea recommended by the Contracting Authority.	Video and audio spot in duration of 35 - 45 sec.	3
2	Creation of video and audio spots for social networks (video about the benefits and opportunities of visa liberalization for artists, athletes, businesses, family visits (grandmother - grandson), young people, etc.	Video and audio spot in duration of 35 - 45 sec.	10
3	Broadcasting of video clips should be conducted at the most watched TV time (before news broadcasts or immediately after their broadcast time).	Purchase of media time on National TV (for 80 sec)	Number of orders 50. Approximate number of sec. is defined in the financial offer pos. no. 3.
4	Broadcasting of video clips should be conducted at the most watched TV time (before news broadcasts or immediately after their broadcast time). The selection of TV should be based on the ranking of viewership at the national level.	Purchase of media time on local TV (for 80 sec)	Number of orders 20. Approximate number of sec. is defined in the financial offer pos. no. 4.
5	Broadcasts of audio recordings made from video-spots of positions 1 and 2 should be made at the most listened to radio time (before news broadcasts or immediately after their broadcast time).	Purchase of media time on different radio stations (for 80 sec)	Number of orders 20. Approximate number of sec. is defined in the financial offer pos. no. 5.
6	Information drafting/concept, design, in the Albanian language and printing of the flyer, 1 page in A5 format	Leaflets - Albanian language	18000
7	Information drafting/concept, design, in the Serbian language and printing of the flyer in color, 1 page in A5 or other formats	Leaflets - in Serbian language	5000
8	Information draft/concept, design, and printing of posters (flyers) in color in A3 format in the following languages: Albanian (700 pieces), other quantities (300 pieces), in Serbian, Turkish, Roma and Egyptian.	Leaflets in A3 format	1000

9	Video recording of various activities of the OPM in a duration of 20 min.	Video recording 20 min.	10
10	Creation of the creative concept for every campaign, event and manifestation organized by OPM. Design of logos, for campaigns - Design, creation, branding of the logo-image based on the request of OPM.	Creation of the creative concept	1
11	Promotional materials - Textile caps with inscriptions and logos of the Institutions at the request of the OPM	Hats,	1000
12	Promotional materials - T-shirts of good quality, of different sizes with writing on the front and back as well as with logos according to the request of the OPM	T-shirts	1000
13	Textile shoulder bag branded in the languages required by the OPM with the image of the campaign (tote bag - fabric material)	Shoulder bag	1000
14	Roll-Up Banner of standard size - Drafting/concept of the information, design, (in two official languages in the R. of Kosovo). The distribution and placement in the points required by the CA will be done by the EO.	Roll-Up Banner	50
15	Development and Design of the strategy for dissemination (boosting) and advertising in social media for the period of time (1 year) - boosting 2 times a month/24 times a year, for any social media account on Facebook, Instagram. Target: 100000 or more followers! Statistics report on a 3-month basis for a period of time (1 year)	Purchase of sponsorship space (boosting)	3
16	Details: Professional aluminum podium of dimensions 6.00m x 6.00m raised 1.00m from the ground for various events, with hard covering (roof) (black and white tarpaulin) wrapped on 3 sides of the podium and roof with black curtains, stairs on both sides, and carpeted floor. Podium must include: 1 LED-Monitor, sounding with power of >20.000 Watt, 6 x monitors on stage, 8 cabled microphones, 2 Wireless microphones, 2 pilot microphones, Laptop for Playback, 14 microphone holders, 2. Power distribution box with min. 8 sockets of 1 phase 220V, 6 x industrial sockets 32A 6h, 2 x 63A, 1 x 125A. Podium lighting should be included: 10 x Fresnel 2 KW with Daylight Filter, 12 x Moving Head Wash B EYE K20, 12 x Beam 1GR	Podium	1

17	Chairs for various events, suitable, made of wood, plastic or metal material. The approximate amount of chairs will be up to 1000 pieces borrowed for one day.	Standard chairs for meeting needs (indoor/outdoor)	1000
18	Stand - table with logo and design/printing/description based on the request of OPM (dimensions: Standards for campaigns in squares) Transportation, placement and removal by EO.	Stand - table	10
19	Borrowing of sound equipment for the needs of the OPM for events organized in outdoor environments. The sound must be professional with a capacity of >100,000 W divided by min. 50,000 watts in each arm according to the LINE ARRAY – LIVE BAND system must provide 115 DBA at 70m from the stage. The price should include: 8 monitors for the stage, Scaffold for hanging sound equipment at a minimum height of 10m and resistant to winds, 18 x Microphones with long holders for instruments (Guitar, Bass Guitar, Clarinet, Trumpet, Violin, Cello, etc.), 6 x WRL microphones for speech and vocals with round base holder, Digital Mixing set with minimum 32 ch. Laptop for playback, electric piano, amplifier for guitar, amplifier for bass, drums, 2 sound engineers, 3 sound technicians, also a set of system cabling and associated equipment to be ready for work.	Sounding (sound equipment) to cover the needs of Conferences in plateaus, squares and closed premises.	2

ANNEX 2. DECLARATION UNDER OATH

Title of activity; "Public Information Services for the needs of PMO"
Procurement No. ZK 104 23 027 211

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, amended and supplemented by 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 6 of the Information to Tenderers, and fulfil eligibility requirements to participate in this tender process..

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

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

ANNEX 3. REQUEST FOR CONFIDENTIALITY

To: **Prime Minister Office**
 (Hereinafter "the Contracting Authority")

WHEREAS [insert name of economic operator] (hereinafter "the Economic Operator"), meeting the requirements of the tender dossier under the above mentioned Procurement No., Section 8 and 9 of the Information to tenderers, has furnished business confidential information as follows:

Identification of the confidential information and reference to sections of furnished documents:

AND WHEREAS the said information hereby is declared (i) not to be in the public domain, and (ii) to be protected from intentional or negligent disclosure by the Economic Operator;

AND WHEREAS public access to the said information would result in material harm to the legitimate commercial interests of the Economic Operator from the following reasons:

Statement of the nature of such material harm and the reasons why it would occur:

THEREFORE, I, the undersigned, representing the Economic Operator hereby express the desire that the Contracting Authority classify and maintain the said information as business confidential information.

Economic Operator Identification	
Company Name	
Full Address	
Represented by:	
Name	
Position	
Signature	
Date	
Stamp	

ANNEX 4. TENDER SECURITY

To: Prime Minister Office

(Hereinafter "the Contracting Authority")

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

(Hereinafter "tenderer")

Title of the procurement activity: "Public Information Services for the needs of PMO"

Procurement number: ZK 104 23 027 211

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:

- a. 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;
- b. 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;
- c. 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 5. REQUEST FOR ADDITIONAL INFORMATION

To: Prime Minister Office

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

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

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

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

ANNEX 6. DECLARATION OF ESTABLISHMENT OF THE GROUP

To be signed by each member of the group / consortium

To: Prime Minister Office

(Hereinafter "the Contracting Authority")

Title of the procurement activity: "Public Information Services for the needs of PMO"

Procurement number: ZK104 23 027 211

THIS DECLARATION presents and demonstrates that:

The below signed parties:

1. Enter the full name of the EO:		Registered:	
2. Enter the full name of the EO:		Registered:	

Add as many as needed....

Enter into collaboration / consortium for the purpose of this procurement activity: "Public Information Services for the needs of PMO" with procurement number ZK104 23 027 211 the parties confirm that:

- as members of the group they are jointly and severally liable for the contents of the group's tender and, in the event the group is awarded the contract, for the performance of the contract;
- they are participating in this group and that they are not participating singularly and/or in any other group taking part in the same procurement procedure;
- The parties clearly state how **eligible members** of the group are and will provide evidence of their eligibility, as mentioned in paragraph 6.4 of this TDS.
- The parties clearly state that all members of the group authorize the lead partner to act on behalf of the group and will be: (Name and Surname) the person authorized to sign the tender form, contract and any other document that is not inconsistent with requirements of this tender dossier or PPL on behalf of the Group / Consortium
-

Economic Operator Name (leader)	
Name and Surname (authorized representative)	
Date / Signature / Seal	

The authorized representative will sign the tender form and the contract and any other document that is not inconsistent with the requirements of this tender dossier.

Other members of the group:

Economic Operator Name	
Name Surname	
Date / Signature / Seal	

Add as many as needed.....

PART B: DRAFT PUBLIC FRAMEWORK CONTRACT², CONDITIONS & RELATED ANNEXES

CONTRACT SECTION I: DRAFT PUBLIC FRAMEWORK CONTRACT FORM

Prime Minister Office, (hereinafter called "the Contracting Authority"), of the one part;
and

[Insert name of Service Provider], (hereinafter called "the Service Provider"), of the other part, have agreed to conclude a public framework contract for the following Services:

Title of the contract: "Public Information Services for the needs of PMO"

Identification number: **ZK104 23 027 211**

Article 1. Subject

1.1 The subject of the contract is the performance of the following services by the Service Provider: "Public information services for the needs of the OPM",

1.2 The public framework contract will be implemented by "place orders" or call-offs. i.e. whenever the Contracting Authority or any other Contracting Authority included on this contract intends to acquire services pursuant to this public framework contract, it shall send a "Place Order" to the Service provider, specifying the list of the services to be performed with their respective quantities.

1.3 The quantities estimated, specified in the Part C, Price Schedule, are only indicative quantities. The Contracting Authority(s) mentioned in Article 1.1 is(are) obliged to use this framework agreement whenever procuring services mentioned in 1.1.

1.4 The contract goes into force on [insert date] and terminates on [insert date]

Article 2. Completion time

2.1 The time limit for the performance of the services shall be [insert number] days from the time of the issue of the place order by the Contracting Authority.

2.2 The place of the performance of the services shall be [insert place of performance].

[In case the Contracting Authority is purchasing on behalf of other Contracting Authorities insert]

[The place of performance of the services shall be at the address indicated in Annex 4 of the Prequalification Document.]

Article 3. Price

3.1 The unit prices of the services are shown in the Financial Offer, Price Description submitted by the Service Provider.

The Indicative total value of the contract is [insert total value] Euro. Derivation allowed from the total indicative value is [insert percentage].

3.2 The unit prices referred to in Article 3.1 above shall be the sole remuneration owed by the Contracting Authority to the Service Provider under this public framework contract.

3.3 The unit prices shall be firm and shall not be subject to revision for orders placed under this public framework contract.

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

Article 4. Order of precedence of contract documents

4.1 The contract is made up of the following documents:

- (a) This Public Framework Contract
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) The Service Provider's Tender including Technical Specifications;
- (e) The financial offer (Price Description);
- (f) The place order;

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.

²Before signing the Contract "this Draft Public Framework Contract" should be modified by the Contracting Authority according to the conditions of the procurement activity

Article 5. Communications

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

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 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.

5.4 This contract is done in (English) [Albanian] [Serbian] in three originals, two originals being for the Central Procurement Agency as the Contracting Authority and one original being for the Service Provider. A copy of a signed contract shall be submitted to each Contracting Authority specified in Annex 7 of the Tender Dossier

For the CA

Name & Surname:	
Position:	Responsible Procurement Officer
Signature:	
Date:	
Stamp:	

Name & Surname:	
Position:	Chief Administrative Officer
Signature:	
Date:	
Stamp:	

For the Service Provider

Name & Surname:	
Position:	
Signature:	
Date:	
Stamp:	

CONTRACT SECTION II : GENERAL CONDITION

Article 1. Definitions

- 1.1 "**Contract**" means the agreement entered into between the Contracting Authority and the Service Provider, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2 "**Services**" means the services to be performed by the Service Provider pursuant to the Specifications and the Price Description included in the Service Provider's Tender.
- 1.3 "**Service Provider**" is the Economic Operator or group of the Economic Operators, appointed in the contract form, which is party to the contract and obligated to perform the tasks according to the agreement, and which for the performed tasks shall obtain the amount agreed in the contract form.
- 1.4 "**Personnel**" means persons engaged by the Service Provider or by any Sub-contractor as employees and assigned to the performance of the Services or any part thereof.
- 1.5 "**Contract Price**" means the sum stated in the Agreement representing the total amount payable for the provision of the Services.
- 1.6 "**Subcontractor**" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Services to be provided or execution of any part of the Services is subcontracted by the Service Provider.
- 1.7 "**Party**" means the Contracting Authority or the Service Provider, as the case may be, and "Parties" means both of them.
- 1.8 "**Contracting Authority**" means the authority purchasing the Services, as specified in the Contract.
- 1.9 "**GCC**" means General Conditions of Contract
- 1.10 "**SCC**" means Special Conditions of Contract

Article 2. Law applicable and language

- 2.1 The SCC shall specify the law governing all matters not covered by the contract.
- 2.2 The contract and all written communications between the parties will be drafted in the language specified in the SCC.

Article 3. Assignment

- 3.1 An assignment shall be valid only, if it is a written agreement by which the Service Provider transfers his contract or part thereof to a third party.
- 3.2 The Service Provider may not, without the prior written consent of the Contracting Authority, assign the contract or any part thereof, or any benefit or interest there under, except in the following cases:
- a) a charge, in favour of the Service Provider's bankers, of any amount due or to become due under the contract; or
 - b) the assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.
- 3.3 For the purpose of Article 3.2, the approval of an assignment by the Contracting Authority shall not relieve the Service Provider of his obligations for the part of the contract already performed or the part not assigned.
- 3.4 Assignees must satisfy the eligibility criteria applicable for the award of the contract except in cases where assignments are done to a bank or an insurance company or other financing institution.

Article 4. Subcontracting

- 4.1 A subcontract shall be valid only if it is a written agreement by which the Service Provider entrusts performance of a part of his contract to a third party.
- 4.2 The Service Provider shall not subcontract without the prior written authorisation of the Contracting Authority. The elements of the contract to be subcontracted and the identity of the subcontractors shall be notified to the Contracting Authority. The Contracting Authority shall notify the Service Provider of its decision within 30 days of receiving the notification, stating its reasons if authorisation is withheld.
- 4.3 The Contracting Authority recognises no contractual link between itself and the subcontractors.
- 4.4 The Service Provider shall be responsible for the acts, defaults and negligence of his subcontractors and their agents or employees, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. The approval by the Contracting Authority of the subcontracting of any part of the contract or of the subcontractors shall not relieve the Service Provider, of any of his obligations under the contract

Article 5. Taxes and Duties

- 5.1 The service provider is responsible for all taxes and customs duties in compliance with the Law of _____ Republic of Kosovo.
- 5.2 The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

Article 6. Commencement and Completion of services

- 6.1 The Service provider shall commence the services as soon as is reasonably possible after the receipt of the order with due expedition and without delay.
- 6.2 The Service Provider shall complete the activities within the time limit specified in Article 2 of the Contract Form. If the Service Provider does not complete the activities within the time limit, it shall be liable to pay liquidated damage. In this case, the Completion Date will be the date of completion of all activities.

Article 7. Extension of period of completion

- 7.1 The Service Provider may request an extension to the period of execution if his performance of the contract is delayed, or expected to be delayed, for any of the following reasons:
- a) failure of the Contracting Authority to fulfil its obligations under the contract;
 - b) force majeure as defined in Article 8;
- 7.2 Within 15 days of realising that a delay might occur, the Service provider shall notify the Contracting Authority of his intention to make a request for extension of the period of performance to which he considers himself entitled and, save where otherwise agreed between the Service Provider and the Contracting Authority, within 30 days of the same point in time provide the Contracting Authority with comprehensive details so that the request can be examined.

- 7.3 Within 30 days of receipt of the details mentioned in 7.2, the Contracting Authority shall by written notice to the Service Provider grant such extension of the period of performance

as may be justified, either prospectively or retrospectively, or inform the Service provider that he is not entitled to an extension.

Article 8. Force majeure

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

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

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

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

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

Article 9. Termination of the Contract by the Contracting Authority

9.1 The Contracting Authority may, after giving the Service Provider 7 days' notice, terminate the contract in any of the following cases:

- (a) the Service Provider fails to comply within a reasonable time with the notice given by the Contracting Authority requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services;
- (b) the Service Provider refuses or neglects to carry out administrative orders given by the Contracting Authority;
- (c) the Service Provider assigns the contract or sub-contracts without the authorization of the Contracting Authority;
- (d) the Service Provider becomes bankrupt or is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (e) the Service Provider has been convicted of an offence concerning its professional conduct by a judgment which has the force of res judicata;
- (f) the Service Provider has been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;
- (g) the Service Provider has been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization;
- (h) any organisational modification occurs involving a change in the legal personality, nature or control of the Service Provider, unless such modification is recorded in an addendum to the contract;
- (i) any other legal disability hindering performance of the contract occurs;
- (j) the Service Provider fails to provide the required guarantees or insurance, or the person providing the underlying guarantee or insurance is not able to abide by its commitments.

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

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

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

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

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

Article 10. Termination of the Contract by the Service Provider

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

- a. fails to pay the Service Provider the amounts due under any certificate issued by the authorizing person after the expiry of the deadline stated;
- b. consistently fails to meet its obligations after repeated reminders; or
- c. if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

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

10.3 In the event of termination in accordance with (a) and (b) under section 10, the Contracting Authority shall pay the Service Provider for any loss or injury the Service Provider may have suffered.

Article 11. Service Provider's obligations

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

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

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

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

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

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

Article 12. Contracting Authority's obligations

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

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

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

Article 13. Liquidated damages

13.1 If the Service Provider fails under his own responsibility to perform any or all of the services within the time limit(s) specified in the contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled, for every day which shall elapse between the expiry of the contractual period and the actual date of completion, to liquidated damages equal to 0,25% in days of the value of the unperformed services to a maximum of 10% of the total value of the place order. The Contracting Authority may deduct liquidated damages from any payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Providers' liabilities.

13.2 If the non-performance of any of the services prevents the normal use of the services as a whole, the liquidated damages provided for in paragraph 13.1 shall be calculated on the basis of the total value of the place order.

13.3 If the Contracting Authority has become entitled to claim at least 10% of the place order it may, after giving written notice to the Service Provider:

a. In case the Contracting Authority has procured on his own behalf only, with one economic operator:

- seize the performance guarantee;
- terminate the contract, in which case the Service Provider will have no right to compensation; and
- enter into a contract with a third party for the provision of the balance of the services. The Service Provider shall not be paid for this part of the contract. The Service Provider shall also be liable for the additional costs and damages caused by his failure.

b. In case the Contracting Authority has procured on his own behalf only, with several economic operators:

- seize the performance guarantee;
- terminate the place order, in which case the Service Provider will have no right to compensation. The Service Provider shall also be liable for the additional costs and damages caused by his failure; and
- re-open competition with the remainder of the Economic Operators party to the public framework contract.

c. In case the Contracting Authority has procured on behalf of other Contracting Authorities, with one economic operator:

- The Contracting Authority placing the order terminates the place order and retenders, in which case the Service Provider will have no right to compensation. The Service Provider shall also be liable for the additional costs and damages caused by his failure; and
- Notify the contracting authority that conducted the procurement of the misconduct of the Economic Operator and asks the mentioned contracting authority to seize a proportional part, equivalent to 10% of the place order issued, of the performance guarantee and forward the amount to the Contracting Authority.

d. In case the Contracting Authority has procured on behalf of other Contracting Authorities, with several economic operators:

- Notify the contracting authority that conducted the procurement of the misconduct of the Economic Operator and asks the mentioned contracting authority to seize a proportional part, equivalent to 10% of the place order issued, of the performance guarantee and forward the amount to the Contracting Authority;
- terminate the place order, in which case the Service Provider will have no right to compensation. The Service Provider shall also be liable for the additional costs and damages caused by his failure; and
- re-open competition with the remainder of the Economic Operators party to the public framework contract.

Article 14. Performance Security

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

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

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

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

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

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

Article 16. General principles of payment

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

16.2 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.

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

16.4 Once the deadline laid down in Article 16.2 has expired, the Service provider may, within two months of late payment, claim late-payment interest at the discount rate applied by the Central Bank of Kosovo on the first day of the month in which the deadline expired, plus seven percentage points. The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).

16.5 Any default in payment of more than 90 days from the expiry of the period laid down in Article 16.2 shall entitle the Service Provider either not to perform the contract or to terminate it, with 30 days' prior notice to the Contracting Authority.

16.6 In case a Contracting Authority is procuring on behalf of other Contracting Authorities, and a contracting authority does not fulfil its obligations according to this contract especially the obligations of Article 16.2 the service provider may inform PPA of such violation. PPA may ban the contracting authority from using any and all of the central public framework contracts issued by PPA.

Article 17. Quality Control

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

Article 18. Correction of Defects

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

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

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

Article 19. Consequences of Breach of contract

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

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

- a) damages; and/or
- b) termination of the contract.

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

- a) general damages; or
- b) liquidated damages.

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

Article 20. Amicable dispute settlement

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

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

Article 21. Dispute settlement by litigation

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

- a) a ruling from a court; or
- b) where the parties agree, an arbitration ruling in accordance with the SCC.

21.2 Dispute settlement model ie courts or arbitration shall be decided by the parties before contract signature
TENDER DOSSIER FOR PUBLIC FRAMEWORK CONTRACT – OPEN /SERVICE – ONE EO

Article 22. Indemnity

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

CONTRACT SECTION III SPECIAL CONDITIONS

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

General Conditions of Contract		Amendment/Modification of relevant Article in the GCC
Article description	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 Pristina.
	2.2	The language used shall be the Albanian Language
Transfer	3	The Contracting Authority / Requesting Units referred to in this section refer to the Prime Minister Office, the transfer being permitted only with the approval or approval of the request made by the Contractor to the CA.
Sub-contracting	4	The Contracting Authority / Requesting Units referred to in this section refer to the Prime Minister Office. Subcontracting is permitted during the implementation phase only with the approval or approval of the request made by the contractor to the CA.
Providing documents	5	The Contracting Authority is obliged to draw up the Contract Management Plan immediately after signing the contract.
General Obligations	7	The contractor will appoint a representative - Manager, who will act as a point of contact for all issues related to the contract. The manager or his deputy must be available whenever required and will have the appropriate authority to make quick decisions and resolve issues related to the execution of the contract.
Termination of the Contract by CA	9.1	According to the criteria defined in the GCC.
Termination of the Contract by EO	10	According to the criteria defined in the GCC.
Performance Security	14.1	The service provider, no later than the day of signing the contract, will submit the contract execution insurance. The amount of the Execution Security is 10% of the value of the contract with a duration of 25 months from the date of entry into force of the contract.
General payment principles	16	Invoices can be submitted in physical or electronic form. All submitted invoices must be declared in Euros and will be made in accordance with Article 16 of the GCC.
Quality Control	17.1	The Contracting Authority reserves the right to inspect any document describing the requirements of this contract throughout the duration of the contract and the inspection may be carried out directly at the offices of the service provider.
Amicable dispute settlement	20.2	Any dispute between the parties that may arise during the execution of this contract and that it is possible to resolve amicably, responsible for their resolution will be the Officials of the Contracting Authority and the responsible Officials of the Service Provider.
Dispute settlement by litigation	21.1	Any dispute between the parties that may arise during the execution of this contract and that it is not possible to resolve otherwise between the parties will be submitted to the competent Court, in accordance with the law of Kosovo.

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: "Public Information Services for the needs of PMO"

Procurement Number: ZK104 23 027 211

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:

- a) 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
- b) 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:

<u>BNK STAMP + SIGNATURE of BANK REPRESENTATIVE (Both obligatory)</u>

<u>DATE + SIGNATURE of ACCOUNT HOLDER: (Obligatory)</u>