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| TENDER DOCUMENTATION FOR SINGLE TENDER PROCEDURE (EQUAL OR BELOW 20.000 EUR) |

**PART A: INFORMATION FOR TENDERER**

This document contains the following parts:

* Instructions to tenderer
* Technical specifications / required services
* Format of contract to be signed with the tenderer
* Administrative compliance grid

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| INSTRUCTIONS TO TENDERERS |

1. **INFORMATION ON SUBMISSION OF THE TENDERS**

Subject of the contract:

The subject of this tender is:

* Implementation of services as indicated in the technical information in the part ‘’services required / technical specifications’’ of this document;
* Provision of supplies as indicated in the technical information in the part ‘’services required / technical specifications’’ of this document;

Deadline for submission of the tenders:

The deadline for submission of tenders is **XX (day), XX (moth), at XX:XX hours** (\* - at least 10 calendar days from invitation). Any tender received after this deadline will be automatically rejected.

Address and meanings for submission of the tenders:

The tenderers will submit their tenders using the:

* **standard tender submission form and technical offer available in the Part B of the tender dossier** AND
* **financial offer available in the Part C of this tender dossier**. The financial offer needs to be submitted in a separate envelope.

The tender will be submitted in **1 original**. In case of e-mail submission the tenderer will provide a scan of signed original of the tender. Any tenders not using the prescribed form might be rejected by the contracting authority.

In addition to the offer, the tenderer is required to provide the following supporting documentation (in copies or scanned versions in case of e-mail submission):

* Copy of legal registration – if applicable
* Bank account details to which the payments shall be made

The tenders will be submitted via post/currier, containing the following information:

* Name and address of the tenderer
* Title of the tender: xxxxxx
* Reference number: xxxxxx
* The words: ‘’Not to be opened before the tender opening session’’ (and equal in local language)

The tenders will be submitted in person, by post or courier service to the following address:

Name and

Address of the contracting authority

(optional contact person)

The tenderers are reminded that in order to be eligible the tenders need to be received by the contracting authority by the deadline indicated above.

1. **TECHNICAL INFORMATION**

The tenderers are required to provide services / supplies as indicated in the part ‘’Required services / Technical specifications’’ of this document. In the tenderer’s technical offer, the tenderers will indicate more details on the deliveries, referring back to the below table.

1. **FINANCIAL INFORMATION**

To be inserted only in the case of service tenders!!

The tenderers are reminded that the maximum available value of the contract is **XX EUR**.

1. **ADDITIONAL INFORMATION**

The award criteria is:

* Lowest price of technically compliant offers (\* - select in the case of supply tenders)
* Best value for money, weighting 80% technical quality, 20% price (\* - select in case of service tenders)

The CA is advised to amend the award criteria to a specific tender. In case of specific services the sole criteria could be price also. Weighting could be changed if necessary.

The unsuccessful/successful tenderers will be informed of the results of the evaluation procedure in written.

The estimated time of response to the tenderers is XX days from the deadline for submission of tenders.

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| SERVICES REQUIRED / TECHNICAL SPECIFICATIONS |

Table to be used in the case of **service** tenders:

| **1.**  **Item Number** | **2.**  **Services required** |
| --- | --- |
| **1** | Description of specific services required by the CA, including expected time frame of delivery.  Please indicate specifically eventual inputs to be provided (for example experts) |
|  | **<**……………………………**>** |
|  | **<**……………………………**>** |
|  | **<**……………………………**>** |
|  | **<**……………………………**>** |

Table to be used in the case of **supply** tenders:

| **1.**  **Item Number** | **2.**  **Specifications Required** |
| --- | --- |
| **1** | Technical specifications of equipment required, including number of items and expected time frame of delivery. |
|  | **<**……………………………**>** |
|  | **<**……………………………**>** |
|  | **<**……………………………**>** |
|  | **<**……………………………**>** |

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| FORMAT OF CONTRACT TO BE SIGNED WITH THE TENDERER |

**CONTRACT TITLE:** title of the contract

**REF:** reference number

**Concluded between:**

Title

Address of the contracting authority

Represented by:

(Contracting Authority)

AND

Title

Address of the contractor

Represented by:

(Contractor)

**Article 1: Subject of the contract**

The subject of the contract are the services / supplies as indicated in the contractor’s offer – ‘’Part B: Documents to be completed by the tenderer’’

**Article 2: Contract value**

The total contract value for implementation of services / delivery of supplies indicated in the Article 1 is: XXX EUR. The price cannot be revised.

**Article 3: Contracting documents**

This documents which form the part of this contract are (by the order of precedence):

* Contract agreement
* Contractor’s technical offer as provided in the tendering phase – ‘’Part B: Documents to be completed by the tenderer’’
* Contractor’s financial offer as provided in the tendering phase ‘’Part C: Financial offer’’
* Any other supporting documentation if applicable

**Article 4: General provisions**

The Contractor shall execute the contract with due care, efficiency and diligence in accordance with the best professional practice.

The Contractor shall ensure the highest visibility to the financial contribution of the European Union. To ensure such publicity the Contractor shall implement among other actions the specific activities described in the Special Conditions. All measures must comply with the rules in the Communication and Visibility Manual for EU External Actions published by the European Commission.

**Article 5: Deliveries and payments**

The contractor will deliver without reservation the services / supplies indicated in the contractor’s offer ‘’Part B: Documents to be completed by the tenderer’’. The deliveries will be implemented within the indicated dates.

The Contractor shall deliver the supplies in accordance with the conditions of the contract. The supplies shall be at the risk of the Contractor until their final acceptance(FOR SUPPLY ONLY)

The contracting authority will pay to the contractor the services / supplies in the amount indicated in the Article 2 of this contract document. The payments will be issued by the following time schedule.

|  |  |  |
| --- | --- | --- |
| **Month** |  | **<EUR/\*\*\*>** |
| 1 | Maximum Pre-financing payment | <XX % of the contract value> |
| <Month> | Interim payment (\*if applicable) | <XX % of the contract value> |
| <Month> | Balance final payment | <XX % of the contract value> |
|  | **Total** | <Total contract value> |

\* - The contractor will provide contracting authority with the brief report on execution of the services (\* could be introduced in the case of service tenders)

\* - The payments for delivery of supplies will be made upon verification of the provisional/final acceptances (\* could be introduced in the case of supply tenders)

This contract is exempt from taxes(Customs duties, import duties, taxes or fiscal charges having equivalent effect, Value added tax, documentary stamp or registration duties or fiscal charges having equivalent effect)as per Framework Agreement signed between European Commission and Government of Montenegro.

**Article 6: Duration of the contract**

The duration of the contract is XX months.

**Article 7: Cancellation of the contract**

The contract can be suspended by the Contractor due to one of the following reasons:

* Contracting Authority not fulfilling payment and other obligations

The contract can be terminated by the Contracting Authority due to one of the following reasons:

* The Contractor is in serious breach of the contract, failing to meet contractual obligations
* The Contractor is bankrupted or being wound up, is having its affairs administrated by courts, has entered into arrangements with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situations arising from a similar situation provided for in national legislation or regulations.

**Article 8: Resolving of disputes**

Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of (\* - specify responsible court or arbiter body) in accordance with the national legislation of the state of the Contracting Authority.

|  |  |  |  |
| --- | --- | --- | --- |
| **For the Contractor** | | **For the Contracting Authority** | |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

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| ADMINISTRATIVE COMPLIENCE GRID |

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract title :** |  | **Publication reference :** |  |

| Tender envelope number | Name of Tenderer | Is tenderer nationality eligible?  (Y/N) | Is documentation complete?  (Y/N) | Is language as required?  (Y/N) | Is tender submission form complete?  (Y/N) | Other administrative requirements of the tender dossier?  (Yes/No/Not applicable) | Overall decision?  (Accept / Reject) |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 1 |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |