

A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: ReSPA/SUP/CORE/002-17 SUPPLY OF MULTIMEDIA EQUIPMENT FOR RESPA SECRETARIAT

By submitting a tender, tenderers fully and unreservedly accept the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever their own conditions of sale may be, which they hereby waive. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any remarks in the tender relating to the tender dossier; remarks may result in the immediate rejection of the tender without further evaluation. These Instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the provision of the ReSPA Public Procurement Internal Procedure, which is applicable to the present call (available upon request)

1 Supplies to be provided

- 1.1 The subject of the contract is the supply, delivery and unloading of items specified in the tender dossier Annex II & III Technical Specifications and Technical Offer. The place of the acceptance of the supplies shall be the Regional School of Public Administration, Branelovica bb, 81410 Danilovgrad, Montenegro. Delivery of supplies shall take place within 45 calendar days from the date of the signature of the contract by both the Contracting Authority and the Contractor. The Inco term applicable shall be DDP (Delivery Duty Paid).
- 1.2 The supplies must comply fully with the technical specifications set out in the tender dossier (Annex II&III Technical Specifications and Technical Offer) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.
- 1.3 Tenderers are not authorised to tender for a variant in addition to the present tender.

2 Timetable

DESCRIPTION	DATE	TIME*
Clarification meetings	N/A	N/A
Deadline for requesting clarifications from the Contracting Authority	18 August 2017	16:00
Last date on which clarifications are issued by the Contracting Authority	28 August 2017	16:00
Deadline for submission of tenders	8 September 2017	10:00 am
Tender opening session	8 September 2017	11:00 am at ReSPA premises
Notification of award to the successful tenderer	September 2017	
Signature of the contract	September 2017	

* All times are in the time zone of the country of the Contracting Authority

3 Participation

- 3.1 Tendering is open to all legal persons participating either individually or in a grouping (consortium) of tenderers. There are no requirements on origin.
- 3.2 Short listed service providers or consortia are not allowed to form alliances with any other firms or to sub-contract to each other for the purposes of this contract;
- 3.3 To be eligible for participation in this tender procedure, tenderers must prove to the satisfaction of the Contracting Authority that they comply with the following conditions:
- (a) are not bankrupt or wound up, whose affairs are not being administered by the Court, who has not entered into an arrangement with creditors, or who has not suspended business activities or is not in any analogous situation arising from a similar procedure under national laws and regulations;
 - (b) have not been convicted of an offence concerning his professional conduct by a judgment which has the force of res judicata;
 - (c) have not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
 - (d) have fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the Contracting Authority or those of the country where the contract is to be performed. in accordance with the laws of the country in which he is established;
 - (e) have been the subject of a judgement which has the force of res judicata for fraud, corruption, and involvement in a criminal organisation or any other illegal activity.

The exclusion situation referred to above also applies to any subcontractor. Whenever requested by the Contracting Authority, the tenderer/contractor shall submit a declaration from the intended subcontractor that it is not in one of the exclusion situations. In case of doubt on this declaration of honour, the Contracting Authority shall request documentary evidence that the sub-contractor is not in a situation of exclusion.

- 3.4 To be eligible for participation in this tender procedure, tenderers must prove to the satisfaction of the Contracting Authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively. In particular, the following selection criteria are to be met for any tenderer to be considered eligible and have its offer evaluated:

3.4.1 *Administrative Criterion*

Any tenderer has to submit a valid documentary proof of registration with the competent administrative authority of the country it belongs to. For any document in a language different than English, a certified translation is to be submitted.

3.4.2 *Technical and professional capacity criterion*

Any tenderer, either as prime contractor or subcontractor, is required to have successfully completed, over the last three-year period, **at least 1 similar project** whose nature, amount and complexity is comparable to the supply concerned by this tender. The

table under point 6 of the Tender Form, if duly filed in, will be accepted as a satisfactory proof for the purposes of eligibility. The Contracting Authority reserves the right to ask for clarifications and/or integrations on the aforesaid table.

3.4.3 Financial and economic capacity criterion

Any tenderer must have a reliable financial and economic situation clearly resulting from point 3 of the Tender Form. The main criteria will be the average annual turnover which **must be at least twice the value of the present contract** over the period 2013–2016. The table under point 3 of the Tender Form, if duly filed in, will be accepted as a satisfactory proof for the purposes of eligibility. The Contracting Authority reserves the right to ask for clarifications and/or integrations on the aforesaid table.

4 Type of contract

This is a unit price contract.

5 Currency

Tenders must be presented in euro.

6 Lots

- 6.1 The tenderer may submit a tender for one lot only/ one lot, several or all of the lots.
- 6.2 Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances must tenders be considered for part of the quantities required. If the tenderer is awarded more than one lot, a single contract may be concluded covering all those lots.
- 6.3 A tenderer may include in its tender the overall discount it would grant in the event of some or all of the lots for which it has submitted a tender being awarded. The discount should be clearly indicated for each lot in such a way that it can be announced during the public tender opening session.
- 6.4 Contracts will be awarded lot by lot, but the Contracting Authority may select the most favourable overall solution after taking account of any discounts offered.

7 Period of validity

- 7.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.
- 7.2 In exceptional cases and prior to the expiry of the original tender validity period, the Contracting Authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse,

without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated.

- 7.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period irrespective of the date of notification.

8 Language of offers

- 8.1 The offers, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in the language of the procedure, which is English.
- 8.2 If any of the supporting documents is in a different language, it is requested to provide a translation into the language of the call for tenders, in order to allow for the evaluation of the documents. The evaluation will be based only on the documents which are submitted in English.

9 Submission of tenders

- 9.1 Tenders must be received before the deadline specified in 9.3. They must include all the documents specified in point 10 of these Instructions and be sent to the following address:

Regional School of Public Administration (ReSPA)
Ms. Natasa Kuc
Branelovica bb
81400 Danilovgrad, Montenegro

Working hours are from 8:00 to 16:00 each working day Monday – Friday. Tenders must comply with the following conditions:

- 9.2 All tenders must be submitted in one original, marked 'original', and two copies signed in the same way as the original and marked 'copy'.
- 9.3 All tenders must be received at ReSPA headquarters - Branelovica bb, 81400 Danilovgrad, Montenegro before deadline specified in the Article 2. Timetable
- 9.4 All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:
- a) the above address;
 - b) the reference code of this tender procedure, (i.e. <publication reference>);
 - c) where applicable, the number of the lot(s) tendered for;
 - d) the words 'Not to be opened before the tender opening session' in the language of the tender dossier and <equivalent phrase in the local language>.
 - e) the name of the tenderer.

The technical and financial offers must be placed together in a sealed envelope. The envelope should then be placed in another single sealed envelope/package, unless their volume requires a separate submission for each lot.

10 Content of tenders

All tenders submitted must comply with the requirements in the tender dossier and comprise:

Part 1: Technical offer:

- A detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required:

The technical offer should be presented as per template (Annex II+III*, Contractor's technical offer) adding separate sheets for details if necessary.

Part 2: Financial offer:

- A financial offer calculated on a DDP¹ basis for the supplies tendered.

This financial offer should be presented as per template (Annex IV*, Budget breakdown), adding separate sheets for details if necessary.

Part 3: Documentation:

To be supplied using the templates attached*:

- The 'Tender Form for a Supply Contract', duly completed, which includes the tenderer's declaration, point 7, (from each member if a consortium):
- The details of the bank account into which payments should be made (financial identification form)
- The legal entity file and the supporting documents

To be supplied in free-text format:

- Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.

Remarks:

Tenderers are requested to follow this order of presentation.

11 Pricing

11.1 Tenderers will be deemed to have satisfied themselves, before submitting their tender(s), as to (its)(their) correctness and completeness, to have taken account of all that is required for the full and proper execution of the contract and to have included all costs in their rates and prices.

11.2 Depending on whether the supplies proposed are manufactured locally or are to be imported into Montenegro, tenderers must quote unit and overall prices for their tenders on one of the following bases:

a) for supplies manufactured locally, unit and overall prices must be quoted for delivery to the place of destination and in accordance with the above conditions, excluding all domestic taxation applicable to their manufacture and sale;

b) for supplies to be imported into Montenegro, unit and overall prices must be quoted for delivery to the place of destination and in accordance with the above conditions, excluding all duties and taxes applicable to their importation and VAT, from which they are exempt.

¹ DDP (delivered duty paid) - Incoterms 2010 International Chamber of Commerce — <http://www.iccwbo.org/incoterms/>.

- 11.3 Whatever the origin of the supplies, the contract is exempt from stamp and registration duties
- 11.4 The prices for the contract are fixed and not subject to revision, unless otherwise stipulated in the Special Conditions.

12 Additional information before the deadline for submission of tenders

The tender dossier should be so clear that tenderers do not need to request additional information during the procedure. If the Contracting Authority, on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, it must send such information in writing to all other prospective tenderers at the same time.

Tenderers may submit questions in writing to the following email address procurement@respaweb.eu up to 21 days before the deadline for submission of tenders, specifying the publication reference and the contract title:

The Contracting Authority has no obligation to provide clarifications after this date.

Any clarification of the tender dossier will be published on the ReSPA website at <https://www.respaweb.eu> at the latest 11 days before the deadline for submission of tenders.

13 Clarification meeting / site visit

- 13.1 Not applicable.

14 Alteration or withdrawal of tenders

- 14.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 2. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.
- 14.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 9. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.
- 14.3 No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 2 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

15 Costs of preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

16 Ownership of tenders

The Contracting Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them

17 Opening of tenders

- 17.1 The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents have been properly included and whether the tenders are generally in order.
- 17.2 The tenders will be opened in public session on 8 September 2017 at 11:00 hours at ReSPA Headquarters in Danilovgrad by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request.
- 17.3 At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if required) and such other information as the Contracting Authority may consider appropriate may be announced.
- 17.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.
- 17.5 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.
- 17.6 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Contracting Authority. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

18 Evaluation of tenders

18.1 Examination of the administrative conformity of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the Contracting Authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

18.2 Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

Where contracts include after-sales service and/or training, the technical quality of such services will also be evaluated by using yes/no criteria as specified in the tender dossier.

18.3 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

18.4 Financial evaluation

a) Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:

- where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;

- except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.

b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

18.5 Variant solutions: Variant solutions will not be taken into consideration.

18.6 Award criteria

The sole award criterion will be the price. The contract will be awarded to the lowest compliant tender.

19 Signature of the contract and performance guarantee

19.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer may be required to provide the **documentary proof** or statement required under the law of the country in which the company (or each of the companies in case of a consortium) is established, to show that it does not fall into the exclusion situations listed in section 2.2. of the ReSPA Internal Procurement Procedure. This evidence or these documents or statements must carry a date, which cannot be more than 1 year before the date of submission of the tender. In addition, a statement shall be furnished stating that the situations described in these documents have not changed since then.

19.2 The successful tenderer must also provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tenders specified in the contract notice

19.3 If the successful tenderer fails to provide the documentary proof or statement or the evidence of financial and economic standing and technical and professional capacity within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the tender to the next lowest tenderer or cancel the tender procedure.

19.4 Within 10 days of receipt of the contract signed by the Contracting Authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if

applicable), to the Contracting Authority. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.

- 19.5 If it fails to sign and return the contract and any financial guarantee required within 10 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.

20 Tender guarantee

- 20.1 Not applicable

21 Ethics clauses

- 21.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of their candidacy or tender and may result in administrative penalties.
- 21.2 Without the Contracting Authority's prior written authorisation, a Contractor and its staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 21.3 When submitting a tender, tenderers must declare that they are not affected by a conflict of interest and have no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Authority.
- 21.4 Contractors must at all times act impartially and as faithful advisers in accordance with the code of conduct of their profession. They will refrain from making public statements about the project or services without the Contracting Authority's prior approval. They may not commit the Contracting Authority in any way without its prior written consent.
- 21.5 For the duration of the contracts Contractors and their staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular and in accordance with the legal basic act concerned, tenderers that have been awarded contracts must abide by core labour standards as defined in the relevant International Labour Organisation conventions (such as the Conventions on freedom of association and collective bargaining; Abolition of forced and compulsory labour; Elimination of forced and compulsory labour; Abolition of child labour).
- 21.6 Contractors may accept no payment connected with the contracts other than that provided for therein. Contractors and their staff must not exercise any activity nor receive any advantage inconsistent with their obligations to the Contracting Authority.
- 21.7 Contractors and their staff are obliged to maintain professional secrecy for the entire duration of contracts and after their completion. All reports and documents drawn up or received by Contractors will be confidential.
- 21.8 The contract governs the Contracting Parties' use of all reports and documents drawn up, received or presented by them during the implementation of the contract.

- 21.9 Contractors must refrain from any relationship likely to compromise their independence or that of their staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 21.10 The Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.
- 21.11 All tenders will be rejected or contracts terminated if it emerges that the award or implementation of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has any appearance of being a front company.
- 21.12 The Contracting Authority reserves the right to suspend or cancel the procedure, if the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, the Contracting Authority may refrain from concluding the Contract.

22 Cancellation of the tender procedure

If a tender procedure is cancelled, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

- the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally;
- exceptional circumstances or force majeure render normal implementation of the project impossible;
- all technically compliant tenders exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event will the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the Contracting Authority has been advised of the possibility of damages.

23 Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See further section 2.3.12 of the ReSPA Internal Procurement Procedure.

SUPPLY CONTRACT FOR REGIONAL SCHOOL OF PUBLIC ADMINISTRATION

NO. FN/RES/005/17

Regional School of Public Administration (ReSPA)
Whose Headquarters are situated at Branelovica
81410 Danilovgrad, Montenegro
Represented by: Ms. Ratka Sekulovic
“The Contracting Authority”

on the one part

and

XXX
Address
Represented by: XXX
VAT no. XXX
Registration no. xxx ¹, “the Contractor”

on the other part

have agreed as follows:

¹ Except where the contracting party is not VAT registered.

**CONTRACT TITLE: SUPPLY OF MULTIMEDIA EQUIPMENT FOR RESPA
SECRETARIAT**

Identification number: ReSPA/SUP/CORE/002-17

1 Article Subject

- 1.1 The subject of the contract shall be the supply, delivery and unloading of the items specified in the Annex II and III Technical Specifications and Offer to ReSPA:

The place of the acceptance of the supplies shall be locations agreed and selected by the Regional School of Public Administration.

- 1.2 The Contractor shall comply strictly with the terms of Special Conditions and the Technical annex.

2 Article Price

- 2.1 The price of the supplies shall be that shown on the financial offer (budget breakdown Annex IV). The total maximum contract price shall be **xxx Euro**.

- 2.2 Payments shall be made in accordance with the General and/or Special Conditions (Articles 26 to 28). The payments shall be made to the bank account of the Contractor.

- 2.3 The Contract shall be exempt from the duties and taxes, including VAT.

3 Article Order of precedence of contract documents

The contract is made up of the following documents, in order of precedence:

- the contract agreement;
- the Special Conditions;
- the General Conditions (Annex I);
- the Technical Specifications (Annex II)
- the Technical Offer (Annex III)

- the budget breakdown (Annex IV);
- the Provisional acceptance form (Annex V).

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Done in English in three originals: two originals being for the Contracting Authority and one original being for the Contractor.

For the Contractor

Name:

Title:

Signature:

Date:

For the Contracting Authority

Name: Ratka Sekulovic

Title: ReSPA Director

Signature:

Date:

SPECIAL CONDITIONS

CONTENTS

These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. In exceptional cases, and with the authorization of the competent Commission departments, other clauses may be introduced to cover specific situations.

Article 2 Law applicable

2.1 The Montenegro law shall apply in all matters not covered by the provisions of the contract.

2.2 The language used shall be English.

Article 4 Communications

Any written communication relating to this Contract between the Contracting Authority, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand.

For the Contracting Authority:

Vlatko Naumovski, Operations and Finance Manager- Coordinator
Regional School of Public Administration
Branelovica bb, Danilovgrad 81410 Montenegro
procurement@respaweb.eu

For the Contractor:

xxx

Article 7 Supply of documents

Not applicable

Article 8 Assistance with local regulations

The Contracting Authority shall assist the Contractor in obtaining the VAT exemption by providing the relevant documents as applicable.

Article 11 Performance guarantee

Not applicable

Article 12 Insurance

The supplies shall be fully insured (to their full market value) against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery at destination. All such supplies shall remain at the risk and title of the Contractor until delivery and provisional acceptance by the Contracting Authority at the place stated in the tender documents.

Article 15 Tender prices

xxx

Article 17 Patents and licences

Not applicable

Article 18 Commencement order

18.1 The supply contract shall enter into force on the day of its signature by both parties.

Article 22 Variations

The Contracting Authority reserves the right, to vary the quantities specified for at the time of contracting and during the validity of the contract within a range of +/- 100%. The total value of the supplies may not rise or fall as a result of the variation in the quantities by more than 25% of the tender price. The unit prices used in the tender shall be applicable to the quantities procured under the variation.

Article 24 Quality of supplies

The supplies must in all respects satisfy the technical specifications laid down in the contract and confirm in all aspects to the requirements in the contract. A preliminary acceptance is required.

Article 25 Inspection and testing

Inspection and testing will take place upon delivery and in accordance with Article 25 of the General Conditions at the delivery address specified in Article 1.2. of the supply contract.

Article 26 Methods of payment

- 26.1 Payments shall be made in EURO. Payments shall be authorized and made by the Contracting Authority. In order to obtain payments, the Contractor must forward to the Contracting Authority: For 100% of contract amount the invoice in triplicate following provisional acceptance of the supplies.

Article 28 Delayed payments

- 28.1 Payments shall be effected within a maximum of 30 days.
- 28.2 By derogation from Article 28.2 of the General Conditions, once the deadline laid down in Article 28.1 has expired, the Contractor shall upon demand, submitted within two months of receiving late payment, be entitled to late-payment interest: in accordance with article 28.2.

Article 29 Delivery

- 29.1 Delivery of supplies shall take place within 45 calendar days from the date of the signature of the contract by both the Contracting Authority and the Contractor. The Inco term applicable shall be DDP. The Contractor shall bear all risks relating to the goods until provisional acceptance at destination. The supplies shall be packaged so as to prevent their damage or deterioration in transit to their destination.

Article 31 Provisional acceptance

The Certificate of Provisional Acceptance must be issued using the template in Annex C11, upon delivery, installation and testing of the supply.

Article 32 Warranty

The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The Contractor shall further warrant that none of the supplies have any defect arising from design, materials or workmanship. This warranty shall remain valid for 36 months counting from the date of provisional acceptance in accordance to the Technical Specification. For details on warranty period of procured items, please refer to Annex II & III Technical Specification & Technical Offer.

Article 33 Auxiliary services

- 33.1
- Full installation and implementation\upgrade of the delivered systems
 - Delivery of training of the ReSPA staff for daily operation on the systems
 - two years warranty period

Article 40 Settlement of disputes

- 40.1 Any disputes arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Podgorica, Montenegro applying the national legislation of the Contracting Authority.

**ANNEX I : GENERAL CONDITIONS
FOR SUPPLY CONTRACTS**

PRELIMINARY PROVISIONS

Article 1 - Definitions

- 1.1. The headings and titles in these General Conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the contract.
- 1.2. Where the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.
- 1.3. Words designating persons or parties shall include firms and companies and any organisation having legal capacity.
- 1.4. The definitions of the terms used throughout this General Conditions are laid down in the "Glossary of terms", annex A1 to the ReSPA Internal Procurement Procedure.

Article 2 - Law and language of the contract

- 2.1. The Special Conditions 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 of the procedure.

Article 3 - Order of precedence of contract documents

- 3.1. Save where otherwise provided in the special conditions, the contract is made up of the following documents, in order of precedence:
 - a) the contract agreement;
 - b) the Special Conditions;
 - c) the General Conditions (Annex I);
 - d) the Technical Specifications (Annex II) including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit;
 - e) the Technical Offer (Annex III), including clarifications from the Contractor provided during tender evaluation;
 - f) the budget breakdown (Annex IV);
 - g) specified forms and other relevant documents (Annex V)Addenda have the order of precedence of the document they are modifying.
- 3.2. The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.

Article 4 - Communications

- 4.1. Communications between the Contracting Authority and/or the Project Manager on the one hand, and the Contractor on the other, shall be exclusively in writing. Unless otherwise specified in the Special Conditions, communications between the Contracting Authority

and/or the Project Manager on the one hand, and the Contractor on the other hand, shall be sent by post, cable, telex, fax transmission, or delivered by hand, to the addresses designated by the Parties for that purpose.

- 4.2. If the person sending a communication requires acknowledgement of receipt, he/she shall indicate this in his communication. Whenever there is a deadline for the receipt of a written communication, the sender should ask for an acknowledgement of receipt of his communication. In any event, the sender shall take all necessary measures to ensure receipt of his communication.
- 4.3. Wherever the contract provides for the giving or issue of any notice, consent, approval, certificate or decision, unless otherwise specified such notice, consent, approval, certificate or decision shall be in writing and the words "notify", "certify", "approve" or "decide" shall be construed accordingly. Any such consent, approval, certificate or decision shall not unreasonably be withheld or delayed.

Article 5 - Assignment

- 5.1. An assignment shall be valid only if it is a written agreement by which the Contractor transfers his contract or part thereof to a third party.
- 5.2. The Contractor may not, without the prior written consent of the Contracting Authority, assign the contract or any part thereof, or any benefit or interest thereunder, except in the following cases:
 - a) a charge, in favour of the Contractor's bankers, of any monies due or to become due under the contract; or
 - b) the assignment to the Contractor's insurers of the Contractor's right to obtain relief against any other person liable in cases where the insurers have discharged the Contractor's loss or liability.
- 5.3. For the purpose of Article 5.2, the approval of an assignment by the Contracting Authority shall not relieve the Contractor of his obligations for the part of the contract already performed or the part not assigned.
- 5.4. If the Contractor has assigned his contract without authorisation, the Contracting Authority may, without giving formal notice thereof, apply as of right the sanctions for breach of contract provided for in Article 34 and 35.
- 5.5. Assignees must satisfy the eligibility criteria applicable for the award of the contract and they can not be in any of the situations excluding them from participating in contracts which are listed in Section 2.2 of the ReSPA internal procurement procedure.

Article 6 - Subcontracting

- 6.1. A subcontract shall be valid only if it is a written agreement by which the Contractor entrusts implementation of a part of the tasks to a third party.
- 6.2. The Contractor 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 Contractor of its decision within 30 days of receiving the notification, stating its reasons if authorisation is withheld.
- 6.3. Subcontractors must satisfy the eligibility criteria applicable for the award of the contract

and they can not be in any of the situations excluding them from participating in contracts which are listed in Section 2.2 of the Respa internal procurement procedure.

- 6.4. The Contracting Authority recognises no contractual link between itself and the subcontractors.
- 6.5. The Contractor 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 Contractor, his agents or employees. The approval by the Contracting Authority of the subcontracting of any part of the contract or of the subcontractor shall not relieve the Contractor of any of his obligations under the contract.
- 6.6. If a subcontractor has undertaken any continuing obligation extending for a period exceeding that of the warranty period under the contract towards the Contractor in respect of the supplies provided by the subcontractor, the Contractor must, at any time after the expiration of the warranty period, transfer immediately to the Contracting Authority, at the Contracting Authority's request and cost, the benefit of such obligation for the unexpired duration thereof.
- 6.7. If the Contractor enters into a subcontract without approval, the Contracting Authority may, without giving formal notice thereof, apply as of right the sanctions for breach of contract provided for in Article 34.
- 6.8. If a subcontractor is found by the Contracting Authority or the Project Manager to be incompetent in discharging its duties, the Contracting Authority or the Project Manager may request the Contractor forthwith, either to provide a subcontractor with qualifications and experience acceptable to the Contracting Authority as a replacement, or to resume the implementation of the tasks itself.

OBLIGATIONS OF THE CONTRACTING AUTHORITY

Article 7 - Supply of documents

- 7.1. If necessary, within 30 days of the signing of the contract, the Project Manager shall, where necessary, provide the Contractor, free of charge, with a copy of the drawings prepared for the implementation of the tasks and a copy of the specifications and other contract documents. The Contractor may purchase additional copies of these drawings, specifications and other documents, in so far as they are available. Upon the issue of the warranty certificate, or upon final acceptance, the Contractor shall return to the Project Manager all drawings, specifications and other contract documents.
- 7.2. Unless it is necessary for the purposes of the contract, the drawings, specifications and other documents provided by the Project Manager shall not be used or communicated to a third party by the Contractor without the prior consent of the Project Manager.
- 7.3. The Project Manager shall have authority to issue to the Contractor administrative orders incorporating such supplementary documents and instructions as are necessary for the proper execution of the contract and the remedying of any defects therein.
- 7.4. The special conditions must indicate the procedure used, if necessary, by the Contracting Authority and the Project Manager to approve drawings and other documents provided by the Contractor.

Article 8 - Assistance with local regulations

- 8.1. The Contractor may request the assistance of the Contracting Authority in obtaining copies of laws, regulations and information on local customs, orders or bye-laws of the country where the supplies are to be delivered which may affect the Contractor in the performance of his obligations under the contract. The Contracting Authority may provide the assistance requested to the Contractor at the Contractor's cost.
- 8.2. If necessary, the Contractor shall duly notify the Contracting Authority of details of the supplies so that the Contracting Authority can obtain the requisite permits or import licences.
- 8.3. If necessary, the Contracting Authority will undertake to obtain, in accordance with the Special Conditions, the requisite permits or import licences within a reasonable period, taking account of the implementation dates for the tasks.
- 8.4. Subject to the provisions of the laws and regulations on foreign labour of the states in which the supplies are to be delivered, the Contracting Authority shall make every effort to help the Contractor obtain all the visas and permits required for the personnel whose services the Contractor and the Contracting Authority consider necessary and residence permits for their families.

OBLIGATIONS OF THE CONTRACTOR

Article 9 - General Obligations

- 9.1. The Contractor shall implement the contract with due care and diligence including, where specified, the design, manufacture, delivery to site, erecting, testing and commissioning of the supplies and carrying out of any other work including the remedying of any defects in the supplies. The Contractor shall also provide all necessary equipment, supervision, labour and facilities required for the implementation of the tasks.
- 9.2. The Contractor shall comply with administrative orders given by the Project Manager. Where the Contractor considers that the requirement of an administrative order goes beyond the scope of the contract, it shall, on pain of breach of contract, notify the Project Manager 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.

- 9.3. For matters not governed by the contract, the Contractor shall respect and abide by all laws and regulations in force according to article 2 of the Special Conditions and shall ensure that his personnel, their dependants, and his local employees also respect and abide by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Contractor, his employees and their dependants of such laws and regulations. The Contractor shall respect internationally agreed core labour standards, e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour.
- 9.4. The Contractor 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 or the Project Manager. If any disagreement arises as to the necessity for any publication or disclosure for the purpose of the contract, the decision of the Contracting Authority shall be final.
- 9.5. If the Contractor is a joint venture or consortium of two or more persons, all such persons shall be jointly and severally bound to fulfil the terms of the contract according to the law of the state of the Contracting Authority and shall, at the request of the Contracting Authority, designate one of such persons to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium shall not be altered without the prior consent in writing of the Contracting Authority.
- 9.6. If the Contractor or any of his sub-contractors, agents or servants offers to give or agrees to offer or to give or gives to any person, any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any act in relation to the contract or any other contract with the Contracting Authority; or for showing favour or disfavour to any person in relation to the contract or any other contract with the Contracting Authority, then the Contracting Authority may, without prejudice to any accrued rights of the Contractor under the contract, terminate the contract in which case the provisions of Articles 34 and 35 hereof shall apply.
- 9.7. The execution of the contract shall not give rise to unusual commercial expenses. If such unusual commercial expenses emerge, the contract will be terminated. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company.
- 9.8. Any records must be kept for a 7-year period after the final payment made under the contract. Failure to maintain such records constitutes a breach of contract and may result in the termination of the contract.

Article 10 - Performance guarantee

- 10.1. The Contractor shall, together with the return of the countersigned contract, furnish the Contracting Authority with a guarantee for the full and proper execution of the contract. The amount of the guarantee shall be specified in the Special Conditions. It shall be in the range of 5 and 10% of the amount of the contract price, including any amounts stipulated in addenda to the contract.
- 10.2. The performance guarantee shall be held against payment to the Contracting Authority for any loss resulting from the Contractor's failure to perform his contractual obligations fully and properly.
- 10.3. The performance guarantee, to be approved by the Contracting Authority, shall be in the format given in Annex V and may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company or an irrevocable letter of credit.
- 10.4. The performance guarantee shall be denominated in the currency in which the contract is payable. No payments shall be made in favour of the Contractor prior to the provision of the guarantee. The guarantee shall continue to remain valid until the contract has been fully and properly performed.
- 10.5. During the execution of the contract, if the natural or legal person providing the guarantee is not able to abide by his commitments, the guarantee shall cease to be valid. The Contracting Authority shall give formal notice to the Contractor to provide a new guarantee on the same terms as the previous one. Should the Contractor fail to provide a new guarantee, the Contracting Authority may terminate the contract. Before so doing, the Contracting Authority shall send a registered letter with acknowledgement of receipt, which shall set a new deadline of no less than 15 days from the day of delivery of the letter.
- 10.6. The Contracting Authority shall demand payment from the guarantee of all sums for which the guarantor is liable under the guarantee due to the Contractor's default under the contract, in accordance with the terms of the guarantee and up to the value thereof. The guarantor shall, without delay, pay those sums upon demand from the Contracting Authority and may not raise any objection for any reason whatsoever. Before making any claim under the performance guarantee, the Contracting Authority shall notify the Contractor stating the nature of the default in respect of which the claim is to be made.
- 10.7. Except for such part as may be specified in the Special Conditions in respect of after-sales service, the performance guarantee shall be released within 45 days of the issue of the final acceptance certificate.

Article 11 - Insurance

- 11.1. An insurance policy may be required to cover the carriage of supplies; the conditions of this insurance policy may be specified in Article 11 of the Special Conditions, which may also specify other types of insurance to be taken out by the Contractor.
- 11.2. Notwithstanding the Contractor's insurance obligations under Article 11.1, the Contractor shall bear sole liability for, and indemnify the Contracting Authority and the Project Manager against, any claims for damage to property or personal injuries arising from the execution of the contract by the Contractor, his subcontractors and their employees.

Article 12 - Programme of implementation of the tasks

- 12.1. If the Special Conditions so require, the Contractor shall submit a programme of implementation of the tasks for the approval of the Project Manager. The programme shall contain at least the following:
 - a) the order in which the Contractor proposes to perform the contract including design, manufacture, delivery to place of receipt, installation, testing and commissioning;
 - b) the deadlines for submission and approval of the drawings;
 - c) a general description of the methods which the Contractor proposes to adopt for executing the contract; and
 - d) such further details and information as the Project Manager may reasonably require.
- 12.2. The Special Conditions shall specify the time limit within which the programme of implementation of the tasks must be submitted to the Project Manager for approval. They may set time limits within which the Contractor must submit all or part of the detailed drawings, documents and items. They shall also state the deadline for the Project Manager's approval or acceptance of the programme of implementation, detailed drawings, documents and items. The approval of the programme by the Project Manager shall not relieve the Contractor of any of his obligations under the contract.
- 12.3. No material alteration to the programme shall be made without the approval of the Project Manager. If, however, the progress of the implementation of the tasks does not conform to the programme, the Project Manager may instruct the Contractor to revise the programme and submit the revised programme to him/her for approval.

Article 13 - Contractor's drawings

- 13.1. If the Special Conditions so provide, the Contractor shall submit to the Project Manager for approval:
 - a) the drawings, documents, samples and/or models, according to the time limits and procedures laid down in the Special Conditions;
 - b) such drawings as the Project Manager may reasonably require for the implementation of the tasks.
- 13.2. If the Project Manager fails to notify his decision of approval referred to in Article 13.1 within the deadlines referred to in the contract or the approved programme of implementation of the tasks, such drawings, documents, samples or models shall be deemed to be approved on expiry of the deadlines. If no deadline is specified, they shall be deemed to be approved 30 days after receipt.

- 13.3. Approved drawings, documents, samples and models shall be signed or otherwise identified by the Project Manager and may only be departed from on the Project Manager's instructions. Any of the Contractor's drawings, documents, samples or models which the Project Manager refuses to approve shall immediately be modified to meet the requirements of the Project Manager and resubmitted by the Contractor for approval.
- 13.4. The Contractor shall supply additional copies of approved drawings in the form and numbers stated in the contract or in subsequent administrative orders.
- 13.5. The approval of the drawings, documents, samples or models by the Project Manager shall not relieve the Contractor from any of his obligations under the contract.
- 13.6. The Project Manager shall have the right to inspect all drawings, documents, samples or models relating to the contract at the Contractor's premises at all reasonable times.
- 13.7. Before provisional acceptance of the supplies, the Contractor shall supply operation and maintenance manuals together with drawings, which shall be in such detail as will enable the Project Manager to operate, maintain, adjust and repair all parts of the supplies. Unless otherwise stated in the Special Conditions, the manuals and drawings shall be in the language of the contract and in such forms and numbers as stated in the contract. The supplies shall not be considered completed for the purpose of provisional acceptance until such manuals and drawings have been supplied to the Contracting Authority.

Article 14 - Sufficiency of tender prices

- 14.1. Subject to any provisions which may be laid down in the Special Conditions, the Contractor shall be deemed to have satisfied himself before submitting his tender as to the correctness and sufficiency of the tender and to have taken account of all that is required for the full and proper implementation of the tasks and to have included in his rates and prices all costs related to the supplies, in particular:
 - a) the costs of transport;
 - b) the costs of handling, packing, loading, unloading, transit, delivery, unpacking, checking, insurance and other administrative costs in connection with the supplies. The packaging shall be the property of the Contracting Authority unless otherwise provided in the Special Conditions;
 - c) the cost of documents relating to the supplies where such documents are required by the Contracting Authority;
 - d) execution and supervision of on-site assembly and/or commissioning of the delivered supplies;
 - e) furnishing of tools required for assembly and/or maintenance of the delivered supplies;
 - f) furnishing of detailed operation and maintenance manuals for each unit of the delivered supplies, as specified in the contract;
 - g) supervision or maintenance and/or repair of the supplies, for a period of time stated in the contract, with the stipulation that this service shall not release the Contractor from any warranty obligations under the contract;
 - h) training of the Contracting Authority's personnel, at the Contractor's factory and/or elsewhere as specified in the contract.
- 14.2. Since the Contractor is deemed to have determined its prices on the basis of its own calculations, operations and estimates, it shall, at no additional charge, carry out any work that is the subject of any item in its tender for which it indicates neither a unit price nor a lump sum

Article 15 - Tax and customs arrangements

The terms of delivery of the goods shall be DDP (Delivered Duty Paid) – Incoterms 2010, International Chamber of Commerce.

Article 16 - Patents and licences

Save where otherwise provided in the Special Conditions, the Contractor shall indemnify the Contracting Authority and the Project Manager against any claim resulting from the use as specified in the contract of patents, licences, drawings, models, or brand or trade marks, unless such infringement results from compliance with the design or specification provided by the Contracting Authority and/or the Project Manager.

COMMENCEMENT OF IMPLEMENTATION OF THE TASKS AND DELAYS

Article 17 - Commencement order

- 17.1. The Contracting Authority shall fix the date on which implementation of the tasks is to commence and advise the Contractor thereof either in the notice of award of the contract or by administrative order issued by the Project Manager.
- 17.2. Save where the Parties agree otherwise, implementation of the tasks shall begin no later than 90 days after notification of award of contract. After that date the Contractor shall be entitled not to implement the contract and to obtain its termination or compensation for the damage it has suffered. The Contractor shall forfeit this right unless it exercises it within 30 days of the expiry of the 90-day period.

Article 18 - Period of implementation of the tasks

- 18.1. The period of implementation of tasks shall commence on the date fixed in accordance with Article 17 and shall be as stated in the contract, without prejudice to extensions of the period which may be granted under Article 19.
- 18.2. If provision is made for distinct periods of implementation of the tasks for separate lots, in cases where one Contractor is awarded more than one lot per contract, the periods of implementation of the tasks for the separate lots will not be accumulated.

Article 19 - Extension of period of implementation of the tasks

- 19.1. The Contractor may request an extension to the period of implementation of the tasks if his implementation of the contract is delayed, or expected to be delayed, for any of the following reasons:
 - a) extra or additional supplies ordered by the Contracting Authority;
 - b) exceptional weather conditions in the country of the Contracting Authority which may affect installation or erection of the supplies;
 - c) physical obstructions or conditions which may affect delivery of the supplies, which could not reasonably have been foreseen by a competent contractor;
 - d) administrative orders affecting the date of completion other than those arising from the Contractor's default;
 - e) failure of the Contracting Authority to fulfill its obligations under the contract;
 - f) any suspension of the delivery and/or installation of the supplies which is not due to the

Contractor's default;

g) force majeure;

h) any other causes referred to in these General Conditions which are not due to the Contractor's default.

19.2. Within 15 days of realising that a delay might occur, the Contractor shall notify the Project Manager of his intention to make a request for extension of the period of implementation of the tasks to which it considers himself entitled and, save where otherwise agreed between the Contractor and the Project Manager, within 30 days provide the Project Manager with comprehensive details so that the request can be examined.

19.3. Within 30 days the Project Manager shall, by written notice to the Contractor after due consultation with the Contracting Authority and, where appropriate, grant such extension of the period of implementation of the tasks as may be justified, either prospectively or retrospectively, or inform the Contractor that it is not entitled to an extension.

Article 20 - Delays in implementation of the tasks

20.1. If the Contractor fails under his own responsibility to deliver any or all of the goods or perform 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 implementation period of the tasks and the actual date of completion, to liquidated damages equal to 5/1000 of the value of the undelivered supplies to a maximum of 15% of the total value of the contract.

20.2. If the non-delivery of any of the goods prevents the normal use of the supplies as a whole, the liquidated damages provided for in paragraph 20.1 shall be calculated on the basis of the total contract value.

20.3. If the Contracting Authority has become entitled to claim at least 15% of the contract value it may, after giving written notice to the Contractor:

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

Article 21 - Variations

21.1. Subject to the limits of the procedure thresholds set in the Respa internal procurement procedure, the Contracting Authority reserves the right, to vary the quantities as stated in the Special Conditions. The total value of the supplies may not rise or fall as a result of the variation in the quantities by more than 25% of the tender price. The unit prices used in the tender shall be applicable to the quantities procured under the variation. Substantial modifications to the contract, including modifications to the total contract amount, must be made by means of an addendum.

- 21.2. The Project Manager shall have the power to order any variation to any part of the supplies necessary for the proper completion and/or functioning of the supplies. Such variations may include additions, omissions, substitutions, changes in quality, quantity, form, character, kind, as well as drawings, designs or specifications where the supplies are to be specifically manufactured for the Contracting Authority, method of shipment or packing, place of delivery, and in the specified sequence, method or timing of implementation of the tasks. No order for a variation may result in the invalidation of the contract, but the financial effect of any such variation shall be valued in accordance with Article 21.6.
- 21.3. No variation shall be made except by administrative order, subject to the following provisions:
- a) if, for whatever reason, the Project Manager believes it necessary to give an order orally, he/she shall confirm the order by an administrative order as soon as possible;
 - b) if the Contractor confirms in writing an oral order given for the purpose of Article 21.3.a and the confirmation is not contradicted in writing forthwith by the Project Manager, an administrative order shall be deemed to have been issued for the variation;
 - c) an administrative order for a variation shall not be required when increasing or decreasing the quantity of any work because the estimates in the budget breakdown were too high or too low.
- 21.4. Save where Article 21.2 provides otherwise, prior to issuing an administrative order for a variation, the Project Manager shall notify the Contractor of the nature and form of that variation. As soon as possible, after receiving such notice, the Contractor shall submit to the Project Manager a proposal containing:
- a description of the tasks, if any, to be performed or the measures to be taken and a programme of implementation of the tasks;
 - any necessary modifications to the programme of implementation of the tasks or to any of the Contractor's obligations under the contract;
 - any adjustment to the contract price in accordance with the rules set out in Article 21.
- 21.5. Following the receipt of the Contractor's submission referred to in Article 21.4, the Project Manager shall, after due consultation with the Contracting Authority and, where appropriate, the Contractor, decide as soon as possible whether or not the variation should be carried out. If the Project Manager decides that the variation is to be carried out, he/she shall issue an administrative order stating that the variation is to be made at the prices and under the conditions given in the Contractor's submission referred to in Article 21.4 or as modified by the Project Manager in accordance with Article 21.6.
- 21.6. The prices for all variations ordered by the Project Manager in accordance with Articles 21.3 and 21.5 shall be ascertained by the Project Manager in accordance with the following principles:

- where the task is of similar character and implemented under similar conditions to an item priced in the budget breakdown, it shall be valued at such rates and prices contained therein;
 - where the task is not of similar character or is not implemented under similar conditions, the rates and prices in the contract shall be used as the basis for valuation in so far as is reasonable, failing which a fair valuation shall be made by the Project Manager;
 - if the nature or amount of any variation relative to the nature or amount of the whole of the contract or to any part thereof is such that, in the opinion of the Project Manager, any rate or price contained in the contract for any item of work is by reason of such variation rendered unreasonable, then the Project Manager shall fix such rate or price as he/she thinks reasonable and proper in the circumstances;
 - where a variation is necessitated by a default or breach of contract by the Contractor, any additional cost attributable to such variation shall be borne by the Contractor.
- 21.7. On receipt of the administrative order requesting the variation, the Contractor shall proceed to carry out the variation and be bound by that order in so doing as if such variation were stated in the contract. The supplies shall not be delayed pending the granting of any extension of implementation period of tasks or adjustment to the contract price. Where the order for a variation precedes the adjustment to the contract price, the Contractor shall keep records of the costs of undertaking the variation and of the time expended thereon. Such records shall be open to inspection by the Project Manager at all reasonable times.
- 21.8. Contractual variations not covered by an administrative order must be formalized through an addendum to the contract signed by all parties. Changes of address or bank account may simply be notified in writing by the Contractor to the Contracting Authority. Any contractual variations must respect the general principles defined in the Respa internal procurement procedure.

Article 22 - Suspension

- 22.1. The Project Manager may, by administrative order, at any time, instruct the Contractor to suspend:
- a) the manufacture of the supplies; or
 - b) the delivery of supplies to the place of acceptance at the time specified for delivery in the programme of implementation of the tasks or, if no time specified, at the time appropriate for it to be delivered; or
 - c) the installation of the supplies which have been delivered to the place of acceptance.
- 22.2. The Contractor shall, during suspension, protect and secure the supplies affected at the Contractor's warehouse or elsewhere, against any deterioration, loss or damage to the extent possible and as instructed by the Project Manager, even if supplies have been delivered to the place of acceptance in accordance with the contract but their installation has been suspended by the Project Manager.

- 22.3. Additional expenses incurred in connection with such protective measure shall be added to the contract price. The Contractor shall not be paid any additional expenses if the suspension is:
- a) dealt with differently in the contract; or
 - b) necessary by reason of normal climatic conditions at the place of acceptance; or
 - c) necessary owing to some default of the Contractor; or
 - d) necessary for the safety or the proper execution of the contract or any part thereof insofar as such necessity does not arise from any act or default by the Project Manager or the Contracting Authority.
- 22.4. The Contractor shall not be entitled to such additions to the contract price unless it notifies the Project Manager, within 30 days of receiving the order to suspend progress of delivery, of his intention to make a claim for them.
- 22.5. The Project Manager, after consultation with the Contracting Authority and the Contractor, shall determine such extra payment and/or extension of the period of implementation of the tasks to be made to the Contractor in respect of such claim as shall, in the opinion of the Project Manager, be fair and reasonable.
- 22.6. If the period of suspension exceeds 180 days, and the suspension is not due to the Contractor's default, the Contractor may, by notice to the Project Manager, request to proceed with the supplies within 30 days, or terminate the contract.
- 22.7. Where the award procedure or implementation of the contract is vitiated by substantial errors or irregularities or by suspected or proven fraud, the Contracting Authority shall suspend payments and/or execution of the contract. Where such errors, irregularities or fraud are attributable to the Contractor, the Contracting Authority may also refuse to make payments or may recover monies already paid, in proportion to the seriousness of the errors, irregularities or fraud.

MATERIALS AND WORKMANSHIP

Article 23 - Quality of supplies

- 23.1. The supplies must in all respects satisfy the technical specifications laid down in the contract and conform in all respects to the drawings, surveys, models, samples, patterns and other requirements in the contract, which must be held at the disposal of the Contracting Authority or the Project Manager for the purposes of identification throughout the period of execution.
- 23.2. Any preliminary technical acceptance stipulated in the Special Conditions should be the subject of a request sent by the Contractor to the Project Manager. The request shall specify the materials, items and samples submitted for such acceptance according to the contract and indicate the lot number and the place where acceptance is to take place, as appropriate. The materials, items and samples specified in the request must be certified by the Project Manager as meeting the requirements for such acceptance prior to their incorporation in the supplies.

23.3. Even if materials or items to be incorporated in the supplies or in the manufacture of components to be supplied have been technically accepted in this way, they may still be rejected if a further examination reveals defects or faults, in which case they must immediately be replaced by the Contractor. The Contractor may be given the opportunity to repair and make good materials and items which have been rejected, but such materials and items will be accepted for incorporation in the supplies only if they have been repaired and made good to the satisfaction of the Project Manager.

Article 24 - Inspection and testing

24.1. The Contractor shall ensure that the supplies are delivered to the place of acceptance in time to allow the Project Manager to proceed with acceptance of the supplies. The Contractor is deemed to have fully appreciated the difficulties which it might encounter in this respect, and it shall not be permitted to advance any grounds for delay.

24.2. The Project Manager shall be entitled, from time to time, to inspect, examine, measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract, in order to establish whether the components, materials and workmanship are of the requisite quality and quantity. This shall take place at the place of manufacture, fabrication, preparation or at the place of acceptance or at such other places as may be specified in the Special Conditions.

24.3. For the purposes of such tests and inspections, the Contractor shall:

- a) provide the Project Manager, temporarily and free of charge, with such assistance, test samples or parts, machines, equipment, tools, labour, materials, drawings and production data as are normally required for inspection and testing;
- b) agree, with the Project Manager, the time and place for tests;
- c) give the Project Manager access at all reasonable times to the place where the tests are to be carried out.

24.4. If the Project Manager is not present on the date agreed for tests, the Contractor may, unless otherwise instructed by the Project Manager, proceed with the tests, which shall be deemed to have been made in the Project Manager's presence. The Contractor shall immediately send duly certified copies of the test results to the Project Manager, who shall, if he/she has not attended the test, be bound by the test results.

24.5. When components and materials have passed the above-mentioned tests, the Project Manager shall notify the Contractor or endorse the Contractor's certificate to that effect.

24.6. If the Project Manager and the Contractor disagree on the test results, each shall state his views to the other within 15 days of such disagreement. The Project Manager or the Contractor may require such tests to be repeated on the same terms and conditions or, if either Party so requests, by an expert selected by common consent. All test reports shall be submitted to the Project Manager, who shall communicate the results of these tests without delay to the Contractor. The results of retesting shall be conclusive. The cost of retesting shall be borne by the Party whose views are proved wrong by the retesting.

24.7. In the performance of their duties, the Project Manager and any person authorized by him/her shall not disclose to unauthorized persons information concerning the undertaking's methods of manufacture and operation obtained through inspection and testing.

PAYMENTS

Article 25 - General principles

- 25.1. Payments shall be made in euro as specified in the Special Conditions.
The Special Conditions shall lay down the administrative or technical conditions governing payments of pre-financing, interim and/or final payments made in accordance with the General Conditions.
- 25.2. Payments due by the Contracting Authority shall be made to the bank account mentioned on the financial identification form completed by the Contractor. The same form, annexed to the payment request, must be used to report changes of bank account.
- 25.3. Sums due shall be paid within no more than 45 days from the date on which an admissible payment request is registered by the competent department specified in the Special Conditions. 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.
- 25.4. The 45-day period may be suspended by notifying the Contractor that the payment request cannot be fulfilled because the sum is not due, because appropriate substantiating documents have not been provided or because the Contracting Authority thinks it is necessary to conduct further checks to verify if the expenditure is eligible. In the latter case, an inspection may be carried out on the spot for the purpose of further checks. The Contractor shall provide clarifications, modifications or further information within 30 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.
- 25.5. The payments shall be made as follows:
- a) 60% of the contract price after the signing of the contract, against provision of the performance guarantee. If the pre-financing payment exceeds EUR 150.000, or if no proof documents have been provided for the selection criteria, the Contractor must provide a financial guarantee for the full amount of the pre-financing payment. This guarantee shall be provided to the Contracting Authority following the procedure foreseen for the performance guarantee in accordance with Article 10, and in accordance with the format annexed to the contract. This financial guarantee must remain valid until it is released 45 days at the latest after the provisional acceptance of the goods. Where the contractor is a public body the obligation for a financial guarantee may be waived depending on a risk assessment made;
 - b) 40% of the contract price, as payment of the balance outstanding, following provisional acceptance of the supplies;
- 25.6. Where only part of the supplies have been delivered, the 40% payment due following partial provisional acceptance shall be calculated on the value of the supplies which have actually been accepted and the security shall be released accordingly.
- 25.7. For supplies not covered by a warranty period, the payments listed above shall be aggregated. The conditions to which the payments of pre-financing, interim and/or final payments are subject, shall be as stated in the Special Conditions.

25.8. Unless otherwise stipulated in the Special Conditions, contracts shall be at fixed prices, which shall not be revised.

25.9. The Contractor undertakes to repay any amounts paid in excess of the final amount due to the Contracting Authority before the deadline indicated in the debit note which is 45 days from the issuing of that note. Should the Contractor fail to make repayment within the deadline set by the Contracting Authority, the Contracting Authority may increase the amounts due by adding interest:

- at the rediscount rate applied by the central bank of the country of the Contracting Authority if payments are in the currency of that country;

on the first day of the month in which the time-limit expired, plus seven percentage points. The default interest shall be incurred over the time which elapses between the date of the payment deadline set by the Contracting Authority, and the date on which payment is actually made. Any partial payments shall first cover the interest thus established.

Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Contractor. This shall not affect the Parties' right to agree on payment in instalments. Bank charges incurred by the repayment of amounts due to the Contracting Authority shall be borne entirely by the Contractor.

25.10. If the contract is terminated for any reason whatsoever, the guarantee securing the pre-financing may be invoked forthwith in order to repay the balance of the pre-financing still owed by the Contractor, and the guarantor shall not delay payment or raise objection for any reason whatever.

Article 26 - Payment to third parties

26.1. Orders for payments to third parties may be carried out only after an assignment made in accordance with Article 5. The Contracting Authority shall be notified of the assignment.

26.2. In the event of a legally binding attachment of the property of the Contractor affecting payments due to it under the contract, and without prejudice to the time limit laid down in the Special Conditions, the Contracting Authority shall have 30 days, starting from the day on which it receives notification of the definitive lifting of the obstacle to payment, to resume payments to the Contractor.

Article 27 - Delayed payments

27.1. The Contracting Authority shall pay the Contractor sums due within 45 days of the date on which an admissible payment is registered, in accordance with Article 25 of these General Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 26 of the Special Conditions. These documents shall be approved either expressly or tacitly, in the absence of any written reaction in the 45 days following their receipt accompanied by the requisite documents.

27.2. Once the time-limit referred to in Article 27.1 has expired, the Contractor may, within two months of receipt of the late payment, receive default interest:

- at the rediscount rate applied by the central bank of the beneficiary country if payments are in the currency of that country;

on the first day of the month in which the time-limit expired, plus seven percentage points. The interest shall be payable for the time elapsed between the expiry of the payment deadline and the date on which the Contracting Authority's account is debited. By way of exception, when the interest calculated in accordance with this provision is lower than or equal to EUR 200, it shall be paid to the Contractor only upon demand submitted within two months of receiving late payment.

27.3. Any default in payment of more than 90 days from the expiry of the period laid down in Article 27.1 shall entitle the Contractor either not to perform the contract or to terminate it, with 30 days' prior notice to the Contracting Authority and the Project Manager.

ACCEPTANCE AND MAINTENANCE

Article 28 - Delivery

28.1. 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 provisional acceptance.

28.2. The Contractor shall provide such packaging of supplies as is required to prevent their damage or deterioration in transit to their destination as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation during transit and open storage. Package size and weight shall take into consideration, where appropriate, the remoteness of the final destination of the supplies, and the possible absence of heavy handling facilities at all points in transit.

28.3. The packaging, marking and documentation inside and outside the packages shall comply with such requirements as shall be expressly provided for in the Special Conditions, subject to any variations subsequently ordered by the Project Manager.

28.4. No supplies shall be shipped or delivered to the place of acceptance until the Contractor has received a delivery order from the Project Manager. The Contractor shall be responsible for the delivery at the place of acceptance of all supplies and supplier's equipment required for the purpose of the contract. If the Project Manager fails either to issue the certificate of provisional acceptance or to reject the Contractor's application within the period of 30 days, he/she shall be deemed to have issued the certificate on the last day of that period.

28.5. Each delivery must be accompanied by a statement drawn up by the Contractor. This statement shall be as specified in the Special Conditions.

28.6. Each package shall be clearly marked in accordance with the Special Conditions.

28.7. Delivery shall be deemed to have been made when there is written evidence available to both Parties that delivery of the supplies has taken place in accordance with the terms of the contract, and the invoice(s) and all such other documentation specified in the Special Conditions, have been submitted to the Contracting Authority. Where the supplies are delivered to an establishment of the Contracting Authority, the latter shall bear the responsibility of bailee, in accordance with the requirements of the law applicable to the contract, during the time which elapses between delivery for storage and acceptance.

Article 29 - Verification operations

29.1. The supplies shall not be accepted until the prescribed verifications and tests have been carried out at the expense of the Contractor. The inspections and tests may be conducted before shipment, at the point of delivery and/or at the final destination of the goods.

29.2. The Project Manager shall, during the progress of the delivery of the supplies and before the supplies are taken over, have the power to order or decide:

- a) the removal from the place of acceptance, within such time or times as may be specified in the order, of any supplies which, in the opinion of the Project Manager, are not in accordance with the contract;
- b) their replacement with proper and suitable supplies;
- c) the removal and proper re-installation, notwithstanding any previous test thereof or interim payment therefore, of any installation which in respect of materials, workmanship or design for which the Contractor is responsible, is not, in the opinion of the Project Manager, in accordance with the contract;
- d) that any work done or goods supplied or materials used by the Contractor is or are not in accordance with the contract, or that the supplies or any portion thereof do not fulfill the requirements of the contract.

29.3. The Contractor shall, with all speed and at his own expense, make good the defects so specified. If the Contractor does not comply with such order, the Contracting Authority shall be entitled to employ other persons to carry out the orders and all expenses consequent thereon or incidental thereto shall be deducted by the Contracting Authority from any monies due or which may become due to the Contractor.

29.4. Supplies which are not of the required quality shall be rejected. A special mark may be applied to the rejected supplies. This shall not be such as to alter them or affect their commercial value. Rejected supplies shall be removed by the Contractor from the place of acceptance, if the Project Manager so requires, within a period which the Project Manager shall specify, failing which they shall be removed as of right at the expense and risk of the Contractor. Any works incorporating rejected materials shall be rejected.

29.5. The provisions of Article 29 shall not affect the right of the Contracting Authority to claim under Article 20, nor shall it in any way release the Contractor from any warranty or other obligations under the contract.

Article 30 - Provisional acceptance

30.1. The supplies shall be taken over by the Contracting Authority when they have been delivered in accordance with the contract, have satisfactorily passed the required tests, or have been commissioned as the case may be, and a certificate of provisional acceptance has been issued or is deemed to have been issued.

- 30.2. The Contractor may apply, by notice to the Project Manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The Project Manager shall within 30 days of receipt of the Contractor's application either:
- issue the certificate of provisional acceptance to the Contractor with a copy to the Contracting Authority stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or
 - reject the application, giving his reasons and specifying the action which, in his opinion, is required of the Contractor for the certificate to be issued.
- 30.3. Should exceptional circumstances make it impossible to proceed with the acceptance of the supplies during the period fixed for provisional or final acceptance, a statement certifying such impossibility shall be drawn up by the Project Manager after consultation, where possible, with the Contractor. The certificate of acceptance or rejection shall be drawn up within 30 days following the date on which such impossibility ceases to exist. The Contractor shall not invoke these circumstances in order to avoid the obligation of presenting the supplies in a state suitable for acceptance.
- 30.4. If the Project Manager fails either to issue the certificate of provisional acceptance or to reject the supplies within the period of 30 days, he/she shall be deemed to have issued the certificate on the last day of that period, except where the certificate of provisional acceptance is deemed to constitute a certificate of final acceptance. In this case, Article 33.2 below does not apply. If the supplies are divided by the contract into lots, the Contractor shall be entitled to apply for a separate certificate for each lot.
- 30.5. In case of partial delivery, the Contracting Authority reserves the right to give partial provisional acceptance.
- 30.6. Upon provisional acceptance of the supplies, the Contractor shall dismantle and remove temporary structures and materials no longer required for use in connection with the implementation of the contract. He shall also remove any litter or obstruction and redress any change in the condition of the place of acceptance as required by the contract.

Article 31 - Warranty obligations

- 31.1. The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials, unless otherwise provided in the contract. The Contractor shall further warrant that all supplies shall have no defect arising from design, materials or workmanship, except insofar as the design or materials are required by the specifications, or from any act or omission, that may develop under use of the supplies in the conditions obtaining in the country of the Contracting Authority. This warranty shall remain valid as specified in the Special Conditions.
- 31.2. The Contractor shall be responsible for making good any defect in, or damage to, any part of the supplies which may appear or occur during the warranty period and which either:
- a) results from the use of defective materials, faulty workmanship or design of the Contractor; and/or
 - b) results from any act or omission of the Contractor during the warranty period; or
 - c) appears in the course of an inspection made by, or on behalf of, the Contracting Authority.

- 31.3. The Contractor shall at his own cost make good the defect or damage as soon as practicable. The warranty period for all items replaced or repaired shall recommence from the date on which the replacement or repair was made to the satisfaction of the Project Manager. If the contract provides for partial acceptance, the warranty period shall be extended only for the part of the supplies affected by the replacement or repair.
- 31.4. If any such defect appears or such damage occurs during the warranty period, the Contracting Authority or the Project Manager shall notify the Contractor. If the Contractor fails to remedy a defect or damage within the time limit stipulated in the notification, the Contracting Authority may:
- a) remedy the defect or the damage itself, or employ someone else to carry out the tasks at the Contractor's risk and cost, in which case the costs incurred by the Contracting Authority shall be deducted from monies due to or guarantees held against the Contractor or from both; or
 - b) terminate the contract.
- 31.5. In emergencies, where the Contractor cannot be reached immediately or, having been reached, is unable to take the measures required, the Contracting Authority or the Project Manager may have the work carried out at the expense of the Contractor. The Contracting Authority or the Project Manager shall as soon as practicable inform the Contractor of the action taken.
- 31.6. The warranty obligations shall be stipulated in the Special Conditions and technical specifications. If the duration of the warranty period is not specified, it shall be 365 days. The warranty period shall commence on the date of provisional acceptance and may recommence in accordance with Article 31.3.

Article 32 - After-sales service

An after-sales service, if required by the contract, shall be provided in accordance with the details stipulated in the Special Conditions. The Contractor shall undertake to carry out or have carried out the maintenance and repair of supplies and to provide a rapid supply of spare parts. The Special Conditions may specify that the Contractor must provide any or all of the following materials, notifications and documents pertaining to spare parts manufactured or distributed by the Contractor:

- a) such spare parts as the Contracting Authority may choose to purchase from the Contractor, it being understood that this choice shall not release the Contractor from any warranty obligations under the contract;
- b) in the event of termination of production of the spare parts, advance notification to the Contracting Authority to allow it to procure the parts required and, following such termination, provision at no cost to the Contracting Authority of the blueprints, drawings and specifications of the spare parts, if and when requested.

Article 33 - Final acceptance

- 33.1. Upon expiry of the warranty period or, where there is more than one such period, upon expiry of the latest period, and when all defects or damage have been rectified, the Project Manager shall issue the Contractor a final acceptance certificate, with a copy to the Contracting Authority, stating the date on which the Contractor completed his obligations under the contract to the Project Manager's satisfaction. The final acceptance certificate shall be issued by the Project Manager within 30 days of the expiry of the warranty period or as soon as any repairs ordered under Article 31 have been completed to the satisfaction of the Project Manager.

- 33.2. The contract shall not be considered to have been performed in full until the final acceptance certificate has been signed or is deemed to have been signed by the Project Manager.
- 33.3. Notwithstanding the issue of the final acceptance certificate, the Contractor and the Contracting Authority shall remain liable for the fulfilment of any obligation incurred under the contract prior to the issue of the final acceptance certificate which remains unperformed at the time that final acceptance certificate is issued. The nature and extent of any such obligation shall be determined by reference to the provisions of the contract.

BREACH OF CONTRACT AND TERMINATION

Article 34 - Breach of contract

- 34.1. A Party shall be in a breach of contract if it fails to discharge any of its obligations under the contract.
- 34.2. 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.
- 34.3. Damages may be either:
- a) general damages; or
 - b) liquidated damages.
- 34.4. In any case where the Contracting Authority is entitled to damages, he may deduct such damages from any sums due to the Contractor or from the appropriate guarantee.

Article 35 - Termination by the Contracting Authority

- 35.1. The Contracting Authority may, after giving the Contractor seven days' notice, terminate the contract in any of the following cases:
- a) the Contractor substantially fails to perform his obligations under this contract;
 - b) the Contractor fails to comply within a reasonable time with a notice given by the Project Manager requiring it to make good any neglect or failure to perform his obligations under the contract which seriously affects the proper and timely implementation of the tasks;
 - c) the Contractor refuses or neglects to carry out administrative orders given by the Project Manager;
 - d) the Contractor assigns the contract or subcontracts without the authorization of the Contracting Authority;
 - e) the Contractor is bankrupt or 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;
 - f) the Contractor has been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;
 - g) the Contractor has been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;

- h) the Contractor has been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the ReSPA's financial interests;
- i) any organizational modification occurs involving a change in the legal personality, nature or control of the Contractor, unless such modification is recorded in an addendum to the contract;
- j) any other legal disability hindering implementation of the contract occurs;
- k) the Contractor fails to provide the required guarantee or insurance, or if the person providing the earlier guarantee or insurance required under the present contract is not able to abide by his commitments;
- l) where after the award of the contract, the award procedure or the performance of the contract prove to have been subject to substantial errors, irregularities or fraud.

Prior to, or instead of, terminating the Contract as provided for in this Article, the Contracting Authority may suspend payments as a precautionary measure without prior notice.

- 35.2. Termination shall be without prejudice to any other rights or powers of the Contracting Authority and the Contractor under the contract. The Contracting Authority may, thereafter, conclude any other contract with a third party at the Contractor's own expense. The Contractor's liability for delay in completion shall immediately cease upon termination without prejudice to any liability thereunder that may already have occurred.
- 35.3. The Project Manager shall, upon the issue of the notice of termination of the contract, instruct the Contractor to take immediate steps to bring the implementation of the tasks to a close in a prompt and orderly manner and to reduce expenditure to a minimum.
- 35.4. In the event of termination, the Project Manager shall, as soon as possible and in the presence of the Contractor or his representatives or having duly summoned them, draw up a report on the supplies delivered and the work performed and take an inventory of the materials supplied and unused. A statement shall also be drawn up of monies due to the Contractor and of monies owed by the Contractor to the Contracting Authority as at the date of termination of the contract.
- 35.5. The Contracting Authority shall not be obliged to make any further payments to the Contractor until the supplies are completed, whereupon the Contracting Authority shall be entitled to recover from the Contractor the extra costs, if any, of providing the supplies or shall pay any balance due to the Contractor prior to the termination of the contract.
- 35.6. If the Contracting Authority terminates the contract, it shall without prejudice to its other remedies under the contract, be entitled to recover from the Contractor any loss it has suffered up to the value of the supply unless otherwise provided for in the Special Conditions.
- 35.7. This contract shall be automatically terminated if it has given risen to no payment in the three years following its signing.
- 35.8. The Contracting Authority may, at any time and after giving the Contractor seven days' notice, terminate the contract, in addition to what is already provided for in Article 35.1.

- 35.9. Where the termination is not due to an act or omission of the Contractor, force majeure or other circumstances beyond the control of the Contracting Authority, the Contractor shall be entitled to claim in addition to sums owing to it for work already performed, an indemnity for loss suffered.

Article 36 - Termination by the Contractor

- 36.1. The Contractor may, after giving 14 days notice to the Contracting Authority, terminate the contract if the Contracting Authority:
- fails to pay the Contractor the amounts due under any certificate issued by the Project Manager after the expiry of the deadline stated in the Special Conditions;
 - consistently fails to meet its obligations after repeated reminders; or
 - suspends the delivery of the supplies, or any part thereof, for more than 180 days, for reasons not specified in the contract or not attributable to the Contractor.
- 36.2. Termination shall be without prejudice to any other rights or powers under the contract of the Contracting Authority and the Contractor.
- 36.3. In the event of such termination, the Contracting Authority shall pay the Contractor for any loss or damage the Contractor may have suffered.

Article 37 - Force majeure

- 37.1. Neither Party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any event of force majeure arising after the date of notification of award or the date when the contract becomes effective.
- 37.2. For the purposes of this Article, the term "force majeure" means acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the Parties' control and cannot be overcome by due diligence.
- 37.3. Notwithstanding the provisions of Articles 20 and 35, the Contractor shall not be liable to forfeiture of his performance guarantee, liquidated damages or termination for default if, and to the extent that, his delay in implementation of the tasks or other failure to perform his obligations under the contract is the result of an event of force majeure. Nor, notwithstanding the provisions of Articles 27 and 36, shall the Contracting Authority be liable for the payment of interest on delayed payments, for non-implementation of tasks or for termination by the Contractor for default if, and to the extent that, the Contracting Authority's delay or other failure to perform its obligations is the result of force majeure.
- 37.4. If either Party considers that any circumstances of force majeure have occurred which may affect performance of its obligations, it shall promptly notify the other Party and the Project Manager, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the Project Manager in writing, the Contractor shall continue to perform his obligations under the contract as far as is reasonably practicable, and shall employ every reasonable alternative means to perform any obligations that the event of force majeure does not prevent it from performing. The Contractor shall not employ such alternative means unless directed to do so by the Project Manager.
- 37.5. If the Contractor incurs additional costs in complying with the Project Manager's directions or using alternative means under Article 37.4, the amount thereof shall be certified by the Project Manager.

37.6. If circumstances of force majeure have occurred and continue for a period of 180 days then, notwithstanding any extension of time for completion of the contract that the Contractor may by reason thereof have been granted, either Party shall be entitled to serve the other with 30 days' notice to terminate the contract. If, on the expiry of the period of 30 days, the situation of force majeure still applies, the contract shall be terminated and, by virtue of the law governing the contract, the Parties shall be released from further execution of the contract.

Article 38 - Decease

38.1. Where the Contractor is a natural person, the contract shall be automatically terminated if that person dies. However, the Contracting Authority shall examine any proposal made by the heirs or beneficiaries if they have notified their wish to continue the contract. The decision of the Contracting Authority shall be notified to those concerned within 30 days of receipt of such proposal.

38.2. Where the Contractor consists of a number of natural persons and one or more of them die, a report shall be agreed between the Parties on the progress of the contract, and the Contracting Authority shall decide whether to terminate or continue the contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be.

38.3. In the cases provided for in Articles 38.1 and 38.2, persons offering to continue to perform the contract shall notify the Contracting Authority thereof within 15 days of the date of decease.

39.4. Such persons shall be jointly and severally liable for the proper execution of the contract to the same extent as the original Contractor. Continuation of the contract shall be subject to the rules relating to establishment of the guarantee provided for in Article 11.

DISPUTE SETTLEMENT

Article 40 - Dispute settlement

40.1. The Parties shall make every effort to settle amicably any dispute relating to the contract which may arise between them.

40.2. Once a dispute has arisen, a Party shall notify the other Party in writing of the dispute, stating its position on the dispute and any solution which it envisages, and requesting an amicable settlement. The other Party shall respond to this request for amicable settlement within 30 days, stating its position on the dispute. Unless the Parties agree otherwise, the maximum time period laid down for reaching an amicable settlement shall be 120 days from the date of the notification requesting such a procedure. Should a Party not agree to the other Party's request for amicable settlement, should a Party not respond in time to that request or should no amicable settlement be reached within the maximum time period, the amicable settlement procedure is considered to have failed.

40.3. In the absence of an amicable settlement, a Party may notify the other Party in writing requesting a settlement through conciliation by a third person. If the European Commission is not a Party to the contract, the Commission can accept to intervene as such a conciliator. The other Party shall respond to the request of conciliation within 30 days. Unless the Parties agree otherwise, the maximum time period laid down for reaching a settlement through conciliation shall be 120 days from the notification requesting such a procedure. Should a Party not agree to the other Party's request for conciliation, should a Party not respond in time to that request or should no settlement be reached within the maximum time period, the conciliation procedure is considered to have failed.

- 40.4. If amicable settlement procedure and, if so requested, the conciliation procedure fails, each party may refer the dispute to either the decision of a national jurisdiction or arbitration, as specified in Article 40 of the Special Conditions.

ETHICS CLAUSES

Article 41 - Ethic clauses

- 41.1. Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders shall lead to the rejection of his candidacy or tender.
- 41.2. Without the Contracting Authority's prior written authorisation, a Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project.
- 41.3. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 41.4. When putting forward a candidacy or tender, the candidate or tenderer shall declare that it is affected by no potential conflict of interest and has no particular link with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Authority.
- 41.5. The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He shall refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.
- 41.6. For the duration of the contract the Contractor and his staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.
- 41.7. The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 41.8. The Contractor and his staff shall be obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor shall be confidential.
- 41.9. The contract shall govern the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 41.10. The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract forthwith without the Contractor having any claim to compensation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.
- 41.11. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract,

commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Article 42 - Administrative and financial penalties

- 42.1. Without prejudice to the application of penalties laid down in the contract, a Contractor who has been guilty of making false declarations, has made substantial errors or committed irregularities and fraud, or has been found in serious breach of its contractual obligations, may be excluded from all contracts and financed by the ReSPA for a maximum of five years from the time when the infringement is established, as confirmed after an adversarial procedure with the Contractor. The Contractor may present his arguments against this penalty within 30 days of notification of the penalty by registered letter with acknowledgement of receipt or any equivalent means. In the absence of any reaction on the part of the Contractor, or of withdrawal of the penalty by the ReSPA within 30 days of receipt of the Contractor's arguments against it, the decision imposing the penalty shall become enforceable. That period may be increased to ten years in the event of a repeat offence within five years of the first infringement.
- 42.2. If the Contractor is found to have seriously failed to meet its contractual obligations, other than foreseen in Article 21, it shall also be subject to financial penalties representing 2-10% of the total value of the Contract. That rate may be increased to 4-20% in the event of a repeat offence within five years of the first infringement.
- 42.3. Where, after the award of the contract, the award procedure or the performance of the contract prove to have been subject to substantial errors, irregularities or fraud, and where this is attributable to the Contractor, the Contracting Authority may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with this Contractor, in proportion to the seriousness of the errors, irregularities or fraud.

ANNEX II + III: TECHNICAL SPECIFICATIONS + TECHNICAL OFFER

Contract title: SUPPLY OF MULTIMEDIA EQUIPMENT FOR RESPA SECRETARIAT

p 1 /4

Publication reference: ReSPA/SUP/CORE/002-17

Column 1-2 should be completed by the Contracting Authority
Column 3-4 should be completed by the tenderer
Column 5 is reserved for the evaluation committee

Annex III - the Contractor's technical offer

The tenderers are requested to complete the template on the next pages:

- Column 2 is completed by the Contracting Authority shows the required specifications (not to be modified by the tenderer),
- Column 3 is to be filled in by the tenderer and must detail what is offered (for example the words “compliant” or “yes” are not sufficient)
- Column 4 allows the tenderer to make comments on its proposed supply and to make eventual references to the documentation

The eventual documentation supplied should clearly indicate (highlight, mark) the models offered and the options included, if any, so that the evaluators can see the exact configuration. Offers that do not permit to identify precisely the models and the specifications may be rejected by the evaluation committee.

The offer must be clear enough to allow the evaluators to make an easy comparison between the requested specifications and the offered specifications.

LOT 1. Wi-Fi Microphones

1. Item Number	2. Specifications Required	3. Specifications Offered	4. Notes, remarks, ref to documentation	5. Evaluation Committee's notes
1.	<p>1. Professional analog wireless microphone system – Vocal set Requested features:</p> <ul style="list-style-type: none"> ▪ Possibility to use 16 independent channels simultaneously within the same frequency band (650.1-680 MHz) ▪ Minimum of 12 hours of operation with one new AA-size lithium battery ▪ Pilot Tone transmission for transmitter battery status monitoring and tone code squelch ▪ Enhanced automatic setup with receiver display channel preview for quick and easy system setup ▪ Should have possibility to upgrade with 2/4x2 antenna splitter ▪ Set should contain: <ul style="list-style-type: none"> 1x Receiver - diversity with 2x detachable Antennas 1x Handheld transmitter with dynamic capsule 1x Stand adapter for handheld transmitter, 1x Rack mount kit for receiver, 1x Universal power supply EU adapter, 1x rechargeable battery 1,2V / min 2100 mAh (2 SETS) 			
1.1	<p>2. Professional analog wireless microphone system – Presenter set Requested features:</p> <ul style="list-style-type: none"> ▪ Possibility to use 16 independent channels simultaneously within the same frequency band (650.1-680 MHz) ▪ Minimum of 12 hours of operation with one new AA-size lithium battery ▪ Pilot Tone transmission for transmitter battery status monitoring and tone code squelch ▪ Enhanced automatic setup with receiver display channel preview for quick and easy system setup ▪ Should have possibility to upgrade with 2/4x2 antenna splitter ▪ Set should contain: <ul style="list-style-type: none"> 1x Receiver - diversity with 2x detachable Antennas 1x Body-pack transmitter with belt clip 1x Head-worn microphone 1x Lavalier microphone 1x Rack mount kit for receiver, 1x Universal power supply EU adapter, 1x rechargeable battery 1,2V / min 2100 mAh (2 SETS) 			

LOT 2. Extension/Upgrade for existing Bosch CCS 900 analog conference system

1.Item Number	2. Specifications Required	3.Specifications Offered	4. Notes, remarks, ref to documentation	5.Evaluation Committee's notes
1.	<ul style="list-style-type: none">▪ Delegate unit Bosch CCS-DL 15 pieces▪ Central Control Unit with DAFS - Bosch CCS-CUD 1 piece			

LOT 3.Extension\Upgrade for existing Sennheiser interpreter system

2. Specifications Required	3.Specifications Offered	4. Notes, remarks, ref to documentation	5.Evaluation Committee's notes
<ul style="list-style-type: none"> ▪ Compact Interpreter Console - Sennheiser SL Interpreter 4 pieces ▪ Over the head, binaural headset - Sennheiser PC 131 8 pieces ▪ TourGuide-Racksender 863-865 MHz 8 channels - Sennheiser SR 2020-D 4 pieces ▪ Active Combiner - Sennheiser AC 3 1pieces ▪ AC 3 Power Supply - NT 3-1 EU Power Adapter 13.8 V DC / 3.4 A 1 piece ▪ BNC/BNC co-axial cable, 5m 1 piece ▪ Passive antenna - Sennheiser A 1031-U 1 piece 			

Services needed :

- Full installation and implementation\upgrade of the delivered systems
- Delivery of training of the ReSPA staff for daily operation on the systems
- 2 year warranty period

ANNEX IV: BUDGET BREAKDOWN

PUBLICATION REFERENCE: ReSPA/SUP/CORE/002-17 NAME OF TENDERER: [.....]

Lot 1. Wi-Fi Microphones

A	B	C	D	E
ITEM NUMBER	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS WITH DELIVERY DDP DANILOVGRAD IN EUROS	TOTAL IN EUROS
1.	4 sets			
			Total in EUR (not to exceed 2.000 EUR)	

Lot 2. Audio conference equipment for other training room

A	B	C	D	E
ITEM NUMBER	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS WITH DELIVERY DDP DANILOVGRAD IN EUROS	TOTAL IN EUROS
1.	1 piece			
			Total in EUR (not to exceed 4.800 EUR)	

Lot 3. Extension/Upgrade of existing Sennheiser interpreter system

A	B	C	D	E
ITEM NUMBER	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS WITH DELIVERY DDP DANILOVGRAD IN EUROS	TOTAL IN EUROS
1.	1 system			
			Total in EUR (not to exceed 12.000 EUR)	

FINANCIAL IDENTIFICATION

ACCOUNT NAME (3)	
ACCOUNT NAME (1)	<input style="width: 100%;" type="text"/>
	<input style="width: 100%;" type="text"/>
ADDRESS	<input style="width: 100%;" type="text"/>
	<input style="width: 100%;" type="text"/>
TOWN/CITY	<input style="width: 60%;" type="text"/>
	POSTCODE <input style="width: 20%;" type="text"/>
COUNTRY	<input style="width: 60%;" type="text"/>

(1) The name or title under which the account has been opened and not the name of the authorized agent

CONTACT	<input style="width: 100%;" type="text"/>	
TELEPHONE	<input style="width: 40%;" type="text"/>	FAX <input style="width: 40%;" type="text"/>
E - MAIL	<input style="width: 100%;" type="text"/>	

BANK	
BANK NAME	<input style="width: 100%;" type="text"/>
	<input style="width: 100%;" type="text"/>
BRANCH ADDRESS	<input style="width: 100%;" type="text"/>
	<input style="width: 100%;" type="text"/>
TOWN/CITY	<input style="width: 60%;" type="text"/>
	POSTCODE <input style="width: 20%;" type="text"/>
COUNTRY	<input style="width: 60%;" type="text"/>
ACCOUNT NUMBER	<input style="width: 100%;" type="text"/>
IBAN (2)	<input style="width: 100%;" type="text"/>

(2) If the IBAN Code (International Bank account number) is applied in the country where your bank is situated

REMARKS :

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE (Both obligatory) (3)	DATE + SIGNATURE OF ACCOUNT HOLDER: (Obligatory)

(3) It is preferable to attach a copy of recent bank statement. Please note that the bank statement has to provide all the information listed above under 'ACCOUNT NAME' and 'BANK'. In this case, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder is obligatory in all cases.

LEGAL ENTITIES

PRIVATE COMPANIES

TYPE OF COMPANY	<input type="text"/>		
NGO	YES <input type="checkbox"/>	NO <input type="checkbox"/>	(Non-Governmental Organisation)
NAME(S)	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
ABBREVIATION	<input type="text"/>		
ADDRESS OF HEAD OFFICE	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
POSTCODE	<input type="text"/>	P.O. BOX	<input type="text"/>
TOWN/CITY	<input type="text"/>		
COUNTRY	<input type="text"/>		
VAT (1)	<input type="text"/>		
PLACE OF REGISTRATION	<input type="text"/>		
DATE OF REGISTRATION	<input type="text"/>	<input type="text"/>	<input type="text"/>
	D D	M M	Y Y
REGISTRATION No (2)	<input type="text"/>		
PHONE	<input type="text"/>	FAX	<input type="text"/>
E-MAIL	<input type="text"/>		

THIS "LEGAL ENTITIES" FORM SHOULD BE COMPLETED AND RETURNED TOGETHER WITH:

- 1. A COPY OF THE VAT REGISTRATION DOCUMENT IF APPLICABLE AND IF THE VAT NUMBER DOES NOT APPEAR ON THE OFFICIAL DOCUMENT REFERRED TO AT 2 BELOW.**
- 2. A COPY OF SOME OFFICIAL DOCUMENT (OFFICIAL GAZETTE, COMPANY REGISTER ETC.) SHOWING THE NAME OF THE LEGAL ENTITY, THE ADDRESS OF THE HEAD OFFICE AND THE REGISTRATION NUMBER GIVEN TO IT BY THE NATIONAL AUTHORITIES.**

DATE AND SIGNATURE OF AUTHORISED REPRESENTATIVE

C. ADMINISTRATIVE COMPLIANCE GRID

Contract title :	Supply of Multimedia Equipment for ReSPA Secretariat	Publication reference :	ReSPA/SUP/CORE/002-17
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Tender envelope number	Name of Tenderer	Is tenderer (consortium) nationality ¹ eligible? (Y/N)	Is documentation complete? (Y/N)	Is language as required ? (Y/N)	Is tender submission form complete? (Y/N)	Is tenderer's declaration signed (by all consortium members if a consortium)? (Yes/No/ Not Applicable)	Other administrative requirements of the tender dossier? (Yes/No/Not applicable)	Overall decision? (Accept / Reject)
1								
2								
3								
4								
5								
6								
7								

Chairperson's name	
Chairperson's signature	
Date	

¹ If the tender has been submitted by a consortium, the nationalities of **all** the consortium members must be eligible

C. EVALUATION GRID

Contract title :	Supply of Multimedia Equipment for ReSPA Secretariat	Publication reference :	ReSPA/SUP/CORE/002-17
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Tender envelope No	Name of Tenderer	Economic & financial capacity? (OK/a/b/...)	Professional capacity? (OK/a/b/...)	Technical capacity? (OK/a/b/...)	Compliance with ¹ technical specifications? (OK/a/b/...)	Ancillary services as required? (OK/a/b/.../NA)	Subcontracting statement in accordance with art 6 of the General Conditions? (Y/N)	Other technical requirements in tender dossier? (Yes/No/Not applicable)	Technically compliant? Y/N)	Justification/ notes:
1										
2										
3										
4										

Evaluator's name & signature	
Evaluator's name & signature	
Evaluator's name & signature	
Date	

¹ The selection criteria, in the previous section of this form, have to be met before the technical requirements are assessed.

D. TENDER FORM FOR A SUPPLY CONTRACT

Publication reference: ReSPA/SUP/CORE/002-17

Title of contract: Supply of Multimedia Equipment for ReSPA Secretariat

Danilovgrad, 28 July 2017

A: Regional School of Public Administration

One signed form must be supplied (for each lot), together with the number of copies specified in the Instruction to Tenderers. The form must include a signed declaration using the annexed format from each legal entity making the application. Any additional documentation (brochure, letter, etc.) sent with the form will not be taken into consideration. Applications being submitted by a consortium (i.e. either a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members. The attachments to this submission form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted, the originals must be dispatched to the Contracting Authority upon request. For economical and ecological reasons, we strongly recommend that you submit your files on paper-based materials (no plastic folder or divider). We also suggest you use double-sided print-outs as much as possible. An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator.

1. SUBMITTED BY

	Name(s) of tenderer(s)	Nationality¹
Leader²		
Member		
Etc ...		

¹ Country in which the legal entity is registered.

² add/delete additional lines for members as appropriate. Note that a subcontractor is not considered to be a member for the purposes of this tender procedure. Subsequently, the data of the subcontractor must not appear in the data related to the economic, financial and professional capacity. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as '**leader**' (and all other lines should be deleted).

2. CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
E-mail	

3. ECONOMIC AND FINANCIAL CAPACITY³

Please complete the following table of financial data⁴ based on your annual accounts and your latest projections. If annual accounts are not yet available for this year or last year, please provide your latest estimates, clearly identifying estimated figures in italics. Figures in all columns must be on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the table). Any clarification or explanation which is judged necessary may also be provided.

Financial data	2 years before last year⁵ €	Year before last year €	Last year €	Average⁶ €	This year €
Annual turnover ⁷ , excluding this contract					
Current Assets ⁸					
Current Liabilities ⁹					

³ Natural persons have to prove their capacity in accordance with the selection criteria and by the appropriate means.

⁴ If this application is being submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this tender form for a supply contract..

⁵ Last year=last accounting year for entity.

⁶ Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

⁷ The gross inflow of economic benefits (cash, receivables, other assets) arising from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.

⁸ A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.

⁹ A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.

4. STAFF RESOURCES

Please provide the following personnel statistics for the current year and the two previous years.¹⁰

Average manpower	Year before last		Last year		This year	
	Overall	Total for fields related to this contract ¹¹	Overall	Total for fields related to this contract ¹¹	Overall	Total for fields related to this contract ¹¹
Permanent staff ¹²						
Other staff ¹³						
Total						
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%

¹⁰ If this tender is being submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this tender form for a supply contract.

¹¹ Corresponding to the relevant specialisms identified in point 5 below.

¹² Staff directly employed by the Tenderer on a permanent basis (i.e. under indefinite contracts).

¹³ Other staff not directly employed by the Tenderer on a permanent basis (i.e. under fixed-term contracts).

5. FIELDS OF SPECIALISATION

Please use the table below to indicate the **specialisms relevant to this contract** of each legal entity making this tender, by using the names of these specialisms as the row headings and the name of the legal entity as the column headings. Show the relevant specialism(s) of each legal entity by placing a tick (✓) in the box corresponding to those specialisms in which the legal entity has significant experience. **[Maximum 10 specialisms]**

	Leader	Member 2	Member 3	Etc ...
Relevant specialism 1				
Relevant specialism 2				
Etc ... ¹				

¹ add / delete additional lines and/or rows as appropriate. If this tender is being submitted by an individual legal entity, the name of the legal entity should be entered as 'Leader' (and all other columns should be deleted).

6. EXPERIENCE

Please complete a table using the format below to summarise the **major relevant supplies** carried out in the course of the past **3 years**¹ by the legal entity or entities making this tender. The number of references to be provided must not exceed **15** for the entire tender

Ref # (maximum 15)	Project title		...					
Name of legal entity	Country	Overall supply value (EUR) ²	Proportion supplied by legal entity (%)	No of staff provided	Name of client	Origin of funding	Dates	Name of members if any
...
Detailed description of supply						Related services provided		
...						...		

¹ In the case of framework contracts (without contractual value), only specific contracts corresponding to assignments implemented under such framework contracts will be considered.

² Amounts actually paid, without the effect of inflation.

7. TENDERER'S DECLARATION(S)

As part of their tender, each legal entity identified under point 1 of this form, including every consortium member, must submit a signed declaration using this format. The declaration may be in original or in copy. If copies are submitted the originals must be dispatched to the Contracting Authority upon request.

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

- 1 We have examined and accept in full the content of the dossier for invitation to tender "Supply of Multimedia Equipment for ReSPA Secretariat" with ref. no. ReSPA/SUP/CORE/002-17 published on 28 July 2017. We hereby accept its provisions in their entirety, without reservation or restriction.
- 2 We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction:

Lot 1: *[description of supplies with indication of quantities and origin]*

Lot 2: *[description of supplies with indication of quantities and origin]*

Etc.
- 3 The price of our tender **excluding** spare parts and consumables, if applicable *[excluding the discounts described under point 4]* is:

Lot 1: [.....]

Lot 2: [.....]

Lot 3: [.....]
- 4 We will grant a discount of [%], or [.....] *[in the event of our being awarded Lot ... and Lot]*.
- 5 This tender is valid for a period of 90 days from the final date for submission of tenders.
- 6 If our tender is accepted, we undertake to provide a performance guarantee as required by Article 11 of the Special Conditions.
- 7 Our firm/company *[and our subcontractors]* has/have the following nationality:

<.....>
- 8 We are making this tender in our own right *[as member in the consortium led by < name of the leader / ourselves >]**. We confirm that we are not tendering for the same contract in any other form. *[We confirm, as a member in the consortium, that all members are jointly and severally liable by law for the execution of the contract, that the lead member is authorised to bind, and receive instructions for and on behalf of, each member, that the execution of the contract, including payments, is the responsibility of the lead member, and that all members in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's execution].*

- 9** We are not in any of the situations excluding us from participating in contracts which are listed in 2.2. of the Respa Internal Procurement Procedure. In the event that our tender is successful, we undertake, if required, to provide the proof usual under the law of the country in which we are established that we do not fall into these exclusion situations. The date on the evidence or documents provided will be no earlier than 1 year before the date of submission of the tender and, in addition, we will provide a statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

We also undertake, if required, to provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tender specified in the contract notice, point 16. The documentary proofs required are listed in Section 2.4.11 of the Practical Guide.

We also understand that if we fail to provide the proof/evidence required, within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.

- 10** We agree to abide by the ethics clauses in Clause 23 of the instructions to tenderers and, in particular, have no conflict of interests or any equivalent relation in that respect with other tenderers or other parties in the tender procedure at the time of the submission of this application.
- 11** We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the tasks. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the ReSPA.
- 12** We note that the Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.
- 13** We fully recognise and accept that we may be excluded from tender procedures and contracts, in accordance with the Section 2.2.1 of the Respa Internal Procurement Procedure actions, for a maximum period of 5 years from the date on which the infringement is established and up to 10 years in the event of a repeat offence within the 5 years of the above-mentioned date. Furthermore, we acknowledge that, should we make false declarations or commit substantial errors, irregularities or fraud, we will also be subject to financial penalties representing 2 % to 10 % of the total estimated value of the contract being awarded. This rate may be increased to 4 % to 20 % in the event of a repeat offence within 5 years of the first infringement.
- 14** We are aware that, for the purposes of safeguarding the financial interests of the Communities, our personal data may be transferred to internal audit services.

If this declaration is being completed by a consortium member:

The following table contains our financial data as included in the consortium's tender form. These data are based on our annual audited accounts and our latest projections. Estimated figures (i.e. those not included in annual audited accounts) are given in italics. Figures in all columns have been provided on the same basis to allow a direct, year-on-year comparison to be made <except as explained in the footnote to the table>.

Financial data	2 years before last⁵ €	Year before last year €	Last year €	Average⁶ €	This year €
Annual turnover ⁷ , excluding this contract					
Current Assets ⁸					
Current Liabilities ⁹					

The following table contains our personnel statistics as included in the consortium's tender form:

Average manpower	Previous year		Last year		This year	
	Overall	Total for fields related to this contract 11	Overall	Total for fields related to this contract 11	Overall	Total for fields related to this contract 11
Permanent staff 12						
Other staff 13						

Yours faithfully

Name and first name: <[.....]>

Duly authorised to sign this tender on behalf of:

<[.....]>

Place and date: <[.....]>]

Stamp of the firm/company:

This tender includes the following annexes:

[Numbered list of annexes with titles]