



REPUBLIKA E KOSOVËS

REPUBLIKA KOSOVO / REPUBLIC OF KOSOVO

MINISTRIA E EKONOMISË DHE FINANCAVE – MINISTARSTVO ZA PRIVREDU I FINANSIJE – MINISTRY OF ECONOMY AND FINANCE



DOGANA E KOSOVËS

CARINA KOSOVA - KOSOVO CUSTOMS

## TENDER DOSSIER

“FOR SERVICES”

*MEDIUM AND LARGE VALUES*

Date of preparation of the Tender Dossier:

28.05.2009

Procurement No <sup>1</sup>	301	09	052	211
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<sup>1</sup> To be reported in any document or request concerning the procurement activity

Procurement No: 301/09/052/211– Title: “Services for design, development and implementation of the solution for the (business intelligence)”

**Title:** “Services for design, development and implementation of the solution for the (business intelligence)”

**Contract Classification: Large value**

**THIS TENDER DOSSIER IS COMPOSED OF THREE PARTS:**

- Part A: Information to tenderers containing instructions how to prepare tenders;**
- **Part B: Draft Contract containing the contractual conditions which must be accepted by the tenderer awarded the contract; and**
- Part C: the Tender Form, i.e. the documents which must be submitted by tenderers.**

*According to section 27 of Law no. 02/L-99, Law on Public procurement in Kosovo as amended by Regulation no. 2007/20*

**This Tender Dossier has been prepared in Albanian, Serbian and English language.**

[In the event there is a discrepancy among the language versions the English version of the Tender Dossier shall control.

**STANDARD TENDER DOSSIER FOR SERVICES IN OPEN/ RESTRICTED OR NEGOTIATED PROCEDURE WITH (WITHOUT) THE PUBLICATION CONTRACT NOTICE, MEDIUM & LARGE VALUES**

**RESPOND TO THE REQUEST OF TENDER DOSSIER<sup>2</sup>**

Kosovo Customs  
Str. „Bulevardi Bill Clinton p/n  
10000 Prishtinë  
Tel & fax: 038 540 797  
E-mail: prokurimi@dogana-ks.org

28.05.2009

< Name and address of potential tenderer >

Our ref.: **301/09/052/211**

Your ref: <insert the reference of the letter or e-mail sent by the potential tenderer>

Dear [Mr/Ms] <Name of contact>

**SUBJECT: CALL FOR TENDER ON** “Services for design, development and implementation of the solution for the (business intelligence)”

Thank you for your interest regarding publication of the abovementioned procurement activity.

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

You are expected to examine carefully all parts and sections of this tender dossier and its annexes and to comply with all requirements, specifications and conditions contained therein.

We, as Contracting Authority, will not accept any reservation.

No costs incurred by you in preparing and submitting the tender will be reimbursed.

We look forward to receiving your tender that should be presented as mentioned in part A, section IV and especially in section IV.4 of this tender dossier [and with the accompanying tender security] at the address specified in section 1.2) of the tender dossier, before *<date & time of deadline, as stated in the contract notice and the tender dossier>*.

Should you need additional or clarifying information in order to prepare and submit a tender, please, proceed as described in section IV.1 of the tender dossier.

If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Yours sincerely,

Name and first name: \_\_\_\_\_

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

\_\_\_\_\_

<sup>2</sup> In restricted and negotiated procedure the contracting authority is obliged to send the tender dossier together with invitation to tender to all economic operators who were qualified after first stage of the procedure.

## TABLE OF CONTENT

PART A:	INFORMATION TO TENDERERS.....	4
SECTION I	IDENTIFICATION.....	4
	CONTRACTING AUTHORITY	<b>ERROR! BOOKMARK NOT DEFINED.</b>
SECTION II.	OBJECT OFF THE CONTRACT.....	4
II.1)	CONTRACT.....	4
	TITLE OF THE	<b>ERROR!</b>
	<b>BOOKMARK NOT DEFINED.</b>	<b>ERROR!</b>
II.2)	DESCRIPTION OF THE OBJECT OF THE CONTRACT.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
II.2.1)	CLASIFICACION (CPV).....	4
II.2.2)	MATERIAL TERMS AND CONDITION,NATURE, SCOPE, LEVEL,QUANTITY (AS APPROPRIATE).....	7
II.2.3)	[ANY OPTION OF SUPPLEMENTARY PURCHASES,TERMS AND MATERIAL CONDITIONS, NATURE, SCOPE, LEVEL QUANTITY (AS APPROPRIATE).....	7
II.2.4)	THE OBJECT OF THE CONTRACTIS COMPOSED OF <INSERT NUMBERS>LOT(S).....	7
II.2.5)	SPECIFICATION.....	7
	MANADATORY TECHNICAL	<b>ERROR! BOOKMARK NOT DEFINED.</b>
	<b>NOT DEFINED.</b>	<b>BOOKMARK NOT DEFINED.</b>
II.2.6)	VARIANARE (NOT ) ACCEPTED.....	7
II.2.7)	TYPE OF CONTRACT.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
II.3)	DELIVERY REQUIREMENTS AND CONDITIONS.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
II.3.1)	PLACE(S) FOR PERFORMANCE OF THE SERVICES.....	8
II.3.2)	DELIVERY CONDITIONS:.....	8
II.3.3)	TIME LIMITS FOR [START AND/OR COMPLETION ] OF THE CONTRACT.....	8
II.4)	[OTHER CONTRACT CONDITIONS:].....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
SECTION III	REQUIREMENTS TO SUBMITTING ECONOMIC OPERATOR.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
III.1)	SELECTION CRITERIA.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
III.2)	TENDER SECURITY REQUIREMENTS.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
III.3)	PERFORMANCE SECURITY REQUIREMENTS.....	10
SECTION IV	ADDITIONAL INFORMATION, TENDER REQUIREMENTS, OPENING OF TENDER.....	11
IV.1)	TIME LIMITS FOR REQUEST OF ADDITIONAL OR CLARIFYING INFORMATION.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
IV.2)	TIME LIMIT AND PLACE FOR SUBMISSION OF TENDERS.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
IV.3)	CURRENCY-PRICE CALCULATION.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
IV.4)	TENDER FORM. LIST OF REQUIRED DOCUMENTS.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
IV.5)	TENDER VALIDITY PERIOD.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
IV.6)	AGREEMENT ESTABLISHING A GROUP OF ECONOMIC OPERATORS.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
IV.7)	SUBCONTRACTING.....	13
IV.8)	TENDER OPENING MEETING.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
SECTION V	EVALUATION.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
V.1)	CONTRACT AWARD CRITERIA.....	13
V.2)	TENDER EVALUATION.....	14
V.2.1)	CORRECTION OF ARITHMETICAL ERROR.....	14
SECTION VI)	OTHER NECESSARY INFORMATION.....	15
SECTION VII	COMPLAINTS.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
SECTION VIII	ATTACHMENTS:.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
ANNEX 1.	CONTRACT NOTICE.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
ANNEX 2.	MANDATORY TECHNICAL SPECIFICATION.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
ANNEX 3.	MINIMUM REQUIREMENT TO BE MET BY A VARIANT.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
ANNEX 4.	ELIGIBILITY REQUIREMENT DECLARATION UNDER OATH.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
ANNEX 5.	REQUEST FOR BUSSINES CONFIDENTIALITY.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
ANNEX 6.	STANDARD GUARANTOR’S DECLARATION(TENDER SECURITY REQUIREMENT).....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
ANNEX 7.	REQUEST FOR ADDITIONAL INFORMATION.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
ANNEX 8.	CONTRACT AWARD CRITERIA.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
ANNEX 10.	EXPLANATION AND WRITTEN DETERMINATION FOR THE SELECTION OF THE PROCEDURE.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
PART B.	DRAFT CONTRACT & SPECIAL CONDITIONS & RELATED ANNEXES.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
CONTRACT SECTION I	DRAFT CONTRACT.....	50
CONTRACT SECTION II	GENERAL CONDITIONS.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
CONTRACT SECTION III	SPECIAL CONDITIONS.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
	<b>RROR! BOOKMARK NOT DEFINED.</b>	<b>E</b>
CONTRACT SECTION IV	TECHNICAL SPECIFICATION.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
CONTRACT SECTION V	MODEL FINANCIAL OFFER.....	53
CONTRACT SECTION VI	MODEL PERFORMANCE SECURITY.....	54

Procurement No: 301/09/052/211– Title: “Services for design, development and implementation of the solution for the (business intelligence)”

CONTRACT SECTION VII	FINANCIAL IDENTIFICATION.....	55
C. TENDER FORM FOR A SERVICE CONTRACT .....		56
1.SUBMITTED BY.....		56
2.TENDERER'S DECLARATION .....		57
3.LIST OF REQUIRED DOCUMENTS .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>	
5.PRICE DESCRIPTION.....		61

## **PART A: INFORMATION FOR TENDERERS**

In this entire tender dossier you are referred as the “economic operator” or the “tenderer”.

The issuer of this tender dossier is referred to as the “contracting authority

The legal basis of this **[open]** [restricted] [negotiated after the publication of notice] procedure is the Law on Public Procurement in Kosovo, Law No. 02/I-99, as amended by Regulation No.2007/20 that has entered into force on 6 June 2007,(further in the text: Law).

[The contracting authority considers that use of the [restricted][negotiated after the publication of notice] procedure is both appropriate and authorized by the present law for the reasons and factors set out in the Explanation and written determination for choice of award procedure set out in ANNEX 10]

Economic operators, who want to submit a tender, as well as the contracting authority, shall respect the requirements flowing from the Law and Public procurement Rules issued on its basis.

Economic operators may prepare and submit their tender and related documents in Albanian, Serbian or English language.

Economic operators, who want to submit a tender, are expected to examine carefully all sections of this tender dossier and its annexes and to comply with all requirements, specifications and conditions contained therein.

No modification will be accepted by the contracting authority.

Failure to submit a tender to the contracting authority within the deadline specified in section IV.2 of this Tender Dossier and/or is not in compliance to all requirements set in this tender dossier shall be rejected and shall be considered as “*irresponsive tender*”.

All costs associated with the preparation and submission of a tender shall be born by the tenderer, and no liability shall be incurred by the contracting authority in case the procedure is cancelled.

In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing this contract as the sole basis of this tendering procedure, whatever his or her own conditions of sale may be, which he/she hereby waives.

### **SECTION I CONTRACTING AUTHORITY IDENTIFICATION**

#### ***I.1) OFFICIAL NAME AND ADDRESS OF THE CONTRACTING AUTHORITY (CA)***

<b>Official name:</b> Kosovo Customs	
<b>Postal address:</b> Str. Boulevard Bill Clinton n/n	
Town: Pristina, Republic of Kosovo	Postal code: 10000
Internet address (if applicable): <a href="http://www.dogana-ks.org">www.dogana-ks.org</a>	
<b>Contact point(s):</b> Enver Durmishi	Email: prokurimi@dogana-ks.org
Telephone: +381 38 540 797	Fax: +381 38 540 797

(tenders shall be submitted in the address of the contracting authority as above.)

### **SECTION II OBJECT OF THE CONTRACT.**

#### **II.1) CONTRACT TITLE**

“Services for design, development and implementation of the solution for the (business intelligence)”

## II.2) DESCRIPTION OF THE OBJECT OF THE CONTRACT

### II.2.1) Classification of Common Procurement Vocabulary (CPV): 30000000-9

### II.2.2) Material terms and conditions, nature, scope, level, quantity [as appropriate].

The subject of the contract for : “Services for design, development and implementation of the solution for the (business intelligence)”, all according to the technical specification presented on the tender’s file.

### II.2.3) [Any options of supplementary purchases – material terms and conditions, nature, scope, quantity – as appropriate]

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### II.2.4) The object of the contract is composed of 1 lot[s]

[If the object of the contract is divided into lots, refer to ANNEX 2]

[This contract is not divided into lots. Tenders must be submitted for the entirety of the quantities indicated in section 2.2]

If the subject of contract is not dividend in lots describe each part in the table below or refer in Annex 2]:

Lot	Description	Scope	Quantity
1	“Services for design, development and implementation of the solution for the (business intelligence)”	Refer to the technical specification of the file in tender	According to the specification in the tender

**[Tenderer may submit a tender for one, several or all lots].**

Each lot may lead to the award of a separate contract. The quantities indicated for different lots will be indivisible. The tenderer must offer the whole of the quantity or quantities indicated for each lot. If the tenderer is awarded contracts for more than one lot, a single contract may be concluded covering all those lots.

A tenderer shall include in his/her tender the overall discount he/she would grant in the event a contract for some or all of the lots for which he/she has submitted a tender is awarded. The discount should be clearly indicated for each lot in such a way that it can be announced during the public tender opening meeting.

Contracts will be awarded for lot, but the contracting authority may select the most favourable overall solution after taking account of any discounts offered.

### II.2.5) Mandatory technical specifications

Services must fully comply with the technical specifications set out in the tender dossier (see Annex 3) and conform in all respects with the, drawings, and instructions.

[Services have been reserved for the specific profession <specified>

***Any specification not complied with any disqualify the tender [for the concerned lot]***

### II.2.6) Variants not accepted

Tenderers [are/are not] authorised to submit a tender proposing a service that complies with a variant of the technical specifications described in section II.2.5).

[If variants are accepted:]

[The minimum specifications to be respected by a variant are: [give details of minimum requirements to be met by any variant or refer to annex 4 as appropriate]].

### II.2.7) Type of Contract

**[Lump sum/ unit price/hybrid].**

[legal persons shall indicate names and professional qualifications of the staff to be responsible for the provision of the services]

### II.3) DELIVERY REQUIREMENT AND CONDITIONS

#### II.3.1 Place(s) for performance of the services:

Kosovo Customs HQ (Central Directorate) and Customs Offices

#### II.3.2 Delivery condition[s]:

DDP (DDP- Delivery Duty Paid)

All duties payable in the Republic of Kosovo are to be calculated in advance as per price.

#### II.3.3 Time limits for [start and/or completion] of the contract

*Duration for months*

**Beginning:** In case of signing of the contract with the economical operator

**Termination:** 01.12.2009.

#### II.4) [OTHER CONTRACT CONDITIONS:]

[as appropriate] [or/and reference to Draft Contract in part B of this tender dossier]

### SECTION III REQUIREMENTS WHICH SHOULD BE MET BY ECONOMIC OPERATORS

**Economic operators have to comply with all the following requirements. Any failure in any requirement will eliminate their tenders from the competition.**

In all cases, by submitting your request for participation/tender you are considered to having acknowledged the possibility of criminal and civil sanctions, penalties and damages if you intentionally or negligently submit any document, declaration or statement containing materially false or misleading information.

#### III.1) SELECTION CRITERIA

##### III.1.1) Eligibility requirements (according to section 61 of the Law):

- a. **One declaration under oath** that you meet the eligibility requirements of Law No. 2003/17, Section 61,
- b. **A Certification signed by the Tax Administration** of your country, stating that you are not delaying on payment of taxes at least for the least for the period of first quarter of 2009 (TM1)
- c. **Certified evidence (invoice or contract)** on payment of electric bill, at least for the period of first quarter of 2009- (mandatory for the Economic Operators only in case he is rewarded with a contract)

##### 1. **An economic operator shall not be eligible to participate in a procurement activity or in performance of a public contract if such tenderer, or any employee, executive, manager or director thereof:**

- a. participated in the preparation of the concerned contract notice or tender dossier, or any part thereof, being used by the concerned contracting authority ; or
- b. received assistance in preparation of its tender or requests to participate from a person or undertaking who or that participated in the preparation of the concerned contract notice or tender dossier, or any part thereof.

**2. An economic operator shall not be eligible to participate in a procurement activity or in the performance of any public contract if such economic operator, or any executive, manager or director thereof, has, in the past ten years:**

- a. **has been determined by a court of competent jurisdiction** to have committed a criminal or civil offence involving corrupt practices, money laundering, bribery, kickbacks or activities described, or similar to those described, in Section 117.1 of the Law No.02/L99, Regulation 2007/20, or any country, or under international treaties or conventions;
- b. **has been declared ineligible**, by reason of conduct such as that described above, by any bank, institution or organization providing funds for general development, public investment or reconstruction;
- c. **has been determined by a court of competent jurisdiction** to have committed a serious offence by participating in the activities of a criminal organization, defined as structured association established over a period of time and operating in a concerted manner to achieve financial gain through activities that are criminal or otherwise illegal where they take place;
- d. **has been determined by a court of competent jurisdiction** to have committed an act of fraud or an act equivalent to fraud;
- e. **has been determined to have engaged in unprofessional conduct by a court of competent jurisdiction**, administrative agency or organization responsible for enforcing standards of professional conduct, or
- f. **has been determined by the PRB or a court of competent jurisdiction** to have made serious interpretation to any public authority in Kosovo or any jurisdiction;

**3. A economic operator shall not be eligible to participate in a procurement activity or in the performance of any public contract if the economic operator:**

- a. has in the past two (2) years, been adjudged to be bankrupt or insolvent by court of competent jurisdiction or is currently the subject of proceedings: (i) for a declaration of bankruptcy, (ii) for an order for compulsory winding up or administration by the court of competent jurisdiction, (iii) any other procedure similar to the Kosovo Law or any other jurisdiction;
- b. is being wound up or administered by a court of competent jurisdiction;
- c. currently has in place an agreement or arrangement with its creditors providing for extended or reduced terms of payment if such terms were agreed to by such creditors because the economic operator had previously been unable to satisfy its obligations as they came due;
- d. is in any situation analogous to a, b or c above arising from a similar procedure under the laws of its place of establishment or of a place where it conducts business;
- e. is currently the subject of a judicial or administrative order suspending or reducing payments by or to such economic operator and resulting in the total or partial loss of the economic operator 's right to administer and/or dispose of its property;
- f. is currently the subject of a judicial or administrative proceedings that may result in judicial or administrative order suspending or reducing payments by or to such tenderer if such proceedings may also result in the economic operator being adjudged bankrupt or insolvent;
- g. has, in the past three years, been adjudged by a court of competent jurisdiction to have seriously breached a contract with any public entity, public authority or public undertaking in Kosovo or elsewhere;
- h. is currently delinquent in the payment any social security contributions in Kosovo or the tenderer's country of establishment is more than thirty (30) days delinquent in the payment of any amount owed to a public service operator in Kosovo for water, electricity, gas or heat;
- i. is currently delinquent in the payment of taxes in Kosovo or the tenderer's country of establishment; or
- j. has not yet complied with an order issued by the PPRC or a review panel;
- k. has a place of business in Kosovo but do not/does not have a current or valid certificate of registration issued by the Kosovo Registry of Business Organizations and Trade Names.

**In order to prove that the economic operator is eligible to participate in the procurement procedure the economic operator should submit the following documentary evidence:**

- a. for situations referred to point 1 a) the b) and a written declaration signed by the tenderer of the form attached in (ANNEX 5).
- b. for situations referred to point 2 a), c), d) and e) and point 3 a), b) and d), a proof issued by a competent judicial or administrative authority of the tenderer’s country of establishment
- c. for situation referred to in point 3. h) and k) a certificate issued by the competent authority or public operator attesting that such situation does not exist. Proofs regarding the point 3 h) and k) can be requested by the candidate or the tenderer whom contracting authority intends to award the contract. These documents must be submitted by the candidate or the tenderer prior to the contract award. Failure to submit such documents, the contract will not be awarded to him.
- d. for situation referred to in point 3 h) and i) a proof issued by the competent authority that the mentioned economic operator that evidences that such situation does not exist.

As regards all other provisions set forth in Section 61 of the Law as well as in case where the issue of documents and certificates referred to above is not obtainable for objective reasons, or where these documents do not cover all cases for which the evidence has been produced, a declaration under oath made by the tenderer may be accepted as sufficient evidence.

***In case a tender is submitted by a group of economic operators all member of such group shall be eligible and shall provide evidence on their eligibility in accordance with section III.1.1, and shall fulfil other requirements specified in section III.1.1 and other evidences in accordance with section III.1.2 – III.1.4.***

**III.1.2) Professional suitability requirements (according to Section 62 of the Law):**

- a. Certificate on the Business Registration along with the document Information on Business;
- b. V.A.T Certificate; (Local operators)
- c. Registration of the legation in Kosovo (only for the Economic Operator in case he is rewarded with a contract)

**[Requirement(s) to each group member in case the tenderer is a group of economic operators:**

- An original certificate signed on establishment of consortium- the original is required
- A clear statement that all members of the group are jointly and individually liable for the contents of the tender of the group and, if given the group contract, for the realization of contract
- Registration as business operator in professional registry, commercial and/ or of corporation in your country where established (Certification on VAT and Registration of Business) copy is requested for each member

**III.1.3) [Economic and financial standing requirements (according to Section 63 of the Law, if applicable):] n/a**

**1. The economic operator should meet the following minimum economic and financial requirements:**

- a. Reference for services and similar supplies or same in the last three years in a total value of at least 2 million €
- b. Evidence about the annual traffic for the last three years in value of 3 million €

**Requirement(s) to each group member in case the tenderer is a group of economic operators:**

- a. Reference for services and similiar supplies or same for the last three years in a total value of 2 million € (only for the leader of the group);
- b. Evidence about the annual traffic for the last three years in value of 3 million € (only for the leader of group)

**2. In order to prove that they meet the requirements concerning economic and financial standing the economic operator should submit the following evidence:]**

- a. [Appropriate statement(s) from one or more banks]
- b. [Evidence of a relevant policy of insurance issued by a reputable licensed insurance company]
- c. [Certified copies of balance sheets or extracts from balance sheets for the last [*specify number, maximum 3*] financial years (if publication of such balance sheets is required under the law of your country of establishment)]
- d. [Copies of income statements and management reports for the last [*specify number, maximum 3*] financial years certified by a reputable licensed auditing firm]
- e. [Other references [*specify*]

**III.1.4) The economic operator should meet the following minimum requirements concerning technical and/or professional capability requirements (according to Section 64 of the Law:]**

[Insert the requirements]

- a. The list of technical personnel, CV, for the professional staff (staff qualifications)
- b. Evidence in written about the authorization for the license sale
- c. Annexes I,II,III attached to the tenders file to be filled by the side of the economic operator in the required format

**[Requirement(s) to each group member in case the tenderer is a group of economic operators:**

- a. The list of technical operators, CV, for the professional staff (staff qualifications) (only for the leader of the group);
- b. Written evidence about the authorization for the license sale (only for the group leader);
- c. Annexes I,II,III attached to the tenders file to be filled by the side of the economic operator in the required format (only for the group leader);

**In order to prove that the economic operator meets the requirements concerning technical and/or professional capability the economic operator should submit the following documents:**

[select one or more from the following]

- a. [The educational and professional qualifications of the economic operator’s managerial staff and, those of the person or persons directly responsible for providing concerned services];
- b. A list specifying each of the economic operator’s relevant principal deliveries effected in the past 3 years, specifying
  - the products involved,
  - contract amount; and
  - date and recipient.

**Evidence of such delivery shall be:**

  - (i) [where delivery was made to the public authority in Kosovo or elsewhere, a copy of the relevant certificate(s) issued or countersigned by such public authority;]
  - (ii) [Where the delivery was made to a private purchaser, a copy of any document executed by the purchaser, and evidencing such delivery.]
- c. [Indication of the technicians or technical bodies involved, whether or not belonging directly to the economic operator, especially those responsible for quality control]
- d. [A statement of the economic operator’s average manpower and average number of managerial staff for each of the last 3 years]
- e. [A statement of the tools, plant or technical equipment available to the tenderer for carrying out the services]

- f. [A description of the economic operator’s measures for ensuring quality and research and development facilities]
- g. [an indication of the elements of the concerned contract that the tenderer intends to subcontract]
- h. [other necessary relevant information [specify]]

**If the economic operator desires any provided information relating to Section III.1.3 and III.1.4 to be classified and treated by the contracting authority as confidential business information , a written request must be submitted by using the form in ANNEX 6.**

**III.1.5) [Inspection of technical and/or professional capacities (if applicable)]**

[The contracting authority may want, at its own expenses, to carry out an inspection with your company for the purpose of verifying production capacity, quality assurance measures and /or research and development facilities].

**III.2 TENDER SECURITY REQUIREMENTS**

**III.2.1) [Required tender security]**

The tenderer has to post a tender security of an amount **of 5% of the amount/value of the bid.** Validity of tender security is 90 + 30 days or 4 (four) months. *(The specified duration shall correspond to the tender validity period stated in Section IV.5 .of this tender dossier, including 30 additional calendar days).*

Form and requests that have to be met by the tender security are specified in ANNEX 7 of this tender dossier].

**Contracting Authority shall refuse and shall not evaluate a submitted tender by the tenderer, if he did not deposit tender security.**

**[Tender security may be posted in one of the forms as indicated below:**

[In cash or cash equivalent by bank transfer, in which cases the tender security shall be deposited at the Bank <Bank name>, code <bank code>, <account no > [specify the details of the separate bank account which the contracting authority has established at a licensed commercial bank in Kosovo according to Section 55.6 of the Law,

In the form of:

[check certified by a first-class bank]

[surety bond, callable upon demand, issued by a reputable surety or insurance company]

[letter of credit, opened and confirmed by a first-class bank]

[unconditional bank guarantee, issued by a first-class bank]

**The following definitions apply:**

- (i) a “first-class” bank means a bank having a long-term rating of at least “A” according to one or more leading rating agencies or in the case of a bank in Kosovo (where the bank is not so rated) a bank which is licensed by the Central Banking Authority of Kosovo.
- (ii) a “reputable” surety or insurance company shall mean a company rating at least “A” according to one or more leading rating agencies or in the case of an insurance company in Kosovo, an insurance company which is licensed by the Central banking Authority of Kosovo.

**Other requirements regarding the tender security, according to Section 55.4 of the Law:**

[none] [Insert requirements]

Standard Guarantor’s Declaration Form is specified in Annex 7 of this tender dossier.

**[Events that will cause tender security to be forfeited:]**

[Tender security posted by a tenderer shall be forfeited in the event:

- a. the contracting authority determines, on the basis of objectively verifiable evidence, that such tenderer has provided materially false or misleading information to the contracting authority;
- b. such tenderer withdraws its tender after the deadline for the submission of tenders but prior to the expiration of the tender validity period specified in Section IV.5 of this tender dossier;
- c. such tenderer is awarded the concerned contract on the basis of its tender and the tenderer then refuses or fails:
  - (i) to post any required performance security specified in this tender dossier;
  - (ii) to comply with any other condition precedent to the signing of the concerned contract as specified in this tender dossier; or
  - (iii) to conclude the contract that conforms to the terms and conditions specified in this tender dossier]

**III.3 PERFORMANCE SECURITY REQUIREMENTS**

**III.3.1) [Performance security required of the winning tenderer]**

[In case of awarding the contract to you, you will have to post, before the signing of the contract, a performance security of:

[Amount in percentage of total tender price: 

10 %	%
------	---

 ]

[or]

[Amount in value: 

10 % of the amount/value of the contract.	€
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 ]

For a duration period of:

For a period of validity in accordance with the offered date of the economic operator for the technical support.
--

**Where performance security is required, timely and correct posting according to this section III.3.1, is a pre-condition to the signing and entry into force of the contract.**

[Form and Guarantor’s declaration is specified in Annex 7 of this tender dossier]

**Performance security shall be posted in one of the forms as indicated below:**

In cash or cash equivalent, such as bank transfer in which case the performance security shall be deposited in:

[In cash or cash equivalent such as bank transfer, in which cases the performance security shall be deposited at the bank > bank name>, code <bank code>, <account no<[ specify the details of the separate bank account which the contracting authority has established at a licensed commercial bank in Kosovo according to Section 60.7 of the Law.]

In the form of:

- [check certified by a first-class bank]
- [surety bond, callable upon demand, issued by a reputable insurance company, opened and confirmed by a first-class bank]
- [letter of credit, opened and confirmed by a first-class bank]
- [unconditional bank guarantee, issued by a first-class bank]

**The following definitions apply:**

- (i) a first-class bank shall mean a bank having a long-term rating of at least “A” according to one or more leading rating agencies, or where is about for a Bank in Kosovo, a Bank that is licensed by the Central Banking Payment Authority of Kosovo.
- (ii) reputable insurance company shall mean a company rating at least “A” according to one or more leading rating agencies or where is about for insurance company in Kosovo, a company licensed by the Central Banking Payment Authority of Kosovo.

**Other requirements and/or conditions regarding the performance security, its forfeiture and return, according to Section 60.5 of the Law.**

[None]	[insert requirements]
--------	-----------------------

**[Forfeiture of performance security:]**

[Performance security posted by the winning tender shall be forfeited in the event of:

- a) breach of the signed contract, which causes material damage to the contracting authority and/or requires the contracting authority to incur material expense in obtaining the completion of such contract;
- b) The signed contract is breached and many workers are left unpaid, subcontractors and /or material suppliers; or
- c) Contracting authority despite compliance with section 59 of the law has the reason to believe that economic operator has submitted un-performable tender.

If none of the events mentioned above have occurred requiring the forfeiture of the performance security, a contracting authority shall return the funds or document constituting such performance security in accordance with the terms of the concerned contract.

**TENDER REQUIREMENTS**

**SECTION IV ADDITIONAL INFORMATION**

[IN OPEN AND RESTRICTED PROCEDURE]:

[CAN NOT NEGOTIATE WITHIN THE CONTRACTING AUTHORITIES AND TENDERERS REGARDING ANY MATERIAL CONDITION OR MATERIAL ASPECT OF THE TENDER PRIOR OR AFTER THE SUBMISSION OF THE TENDER ]

**IV.1) TIME LIMIT FOR REQUEST OF ADDITIONAL OR CLARIFYING INFORMATION**

The tenderers are allowed to make a written request to the contracting authority for additional or clarifying information which they believe is needed to prepare or submit a responsive tender. Such request must be received by the contracting authority, according to Section 51.1 of the Law, at the latest on:

Date: 17.06.2009

Such a request may be made by use of the request form (0) and submitted to the contracting authority by electronic means, letter or fax.

Any clarification of the tender dossier will be communicated simultaneously in writing to all the tenderers.

Any prospective tenderers seeking to arrange individual meetings with the contracting authority during the tender period may be excluded from the tender procedure.

**IV.2) TIME LIMIT AND PLACE FOR SUBMISSION OF TENDERS**

**Tenders shall be received by the contracting authority at the latest:**

Date:	08/07/2009	Time:	14:00	Place:	Procurement Department
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[An accelerated procedure for this tender is applied <state why>]

**Each tender that is submitted after the tender deadline as abovementioned in this section IV.2 shall be immediately sent unopened to the tenderer.**

Tenderers may not submit any alterations to a submitted tender.

You are [not] authorised to withdraw your tender prior to the deadline for submission of tenders, if you need, and submit another tender prior to the deadline for submission of tenders.

[Withdrawal of a tender during this interval will result in the forfeiture of the tender security.]

#### **IV.3) CURRENCY - PRICE CALCULATION**

All prices specified in tenders shall be stated in Euro (€) and shall include and specify all applicable taxes, duties and other charges.

The contract prices for the offered services are fixed and not subject to revision,

#### **IV.4) TENDER FORM. NUMBER OF EXEMPLARS OF TENDERS. LIST OF REQUIRED DOCUMENTS**

Tenders must include the filled in **Tender submission form** to be found in **part C** of this tender dossier. The filled in and signed tender submission form together with the other required documents, duly filled in and signed, constitutes **the tender**.

***A list of the required documents is included in paragraph 3 of the Tender submission form to be found in part C of this tender dossier. All required documents must be provided, duly filled in and signed when required, in order to constitute a valid tender.***

**Tenders must comply with the following conditions:**

- (i) All pages shall be **JOINED** and **COUNTED**;
- (ii) All tenders must be submitted in one original, placed in one separate envelope marked “**Original**”, and <insert number> copies signed in the same way as the original and placed each one in separate envelopes marked “Copy”. The tenderer shall quote the **Procurement Number** (see first page of this tender dossier) and **name and address of the tenderer** on the front page of each one of the envelopes. The envelopes shall then be sealed in an outer envelope bearing only:
  - a) the address of the place for submission of tenders (specified in Sections I.1 and IV.2);
  - b) the Procurement Number (see first page of this tender dossier)
  - c) the words “**Do not open before 14:30h of July 08, 2009**”
  - d) the name of the tenderer.
- (iii) One of the submitted copies will be kept unopened by the contracting authority for the PRB, as evidence in case of doubt regarding the content of the tender.

[Any other specifications regarding the submission of tenders (*specify*):]

#### **IV.5) Tender Validity Period**

Tenders shall be valid for **90 calendar days**, from the date of the deadline for submission of the tenders as stated in Section IV .2 of this tender dossier.

A tenderer may not withdraw its tender after the deadline for submission of tenders and prior to the expiration of the tender validity period.

If EO is not selected as “successful” within the period of tender validity, Contracting Authority prior to the deadline of the tender validity period will require a written request from all tenderers an extension of the tender validity period and tender security until the specified time. Failure to respond to the request made, may lead to the rejection of the tender.

Validity period of the tender shall begin on the date of the deadline for submission of tenders as stated in section IV.2 of this tender dossier

#### **IV.6) AGREEMENT ESTABLISHING A GROUP OF ECONOMIC OPERATORS**

If a tender is submitted by a group of economic operators, the group is required to nominate one of the members of the group as the contact economic operator, and submit with its tender a signed original of the agreement establishing the group. All members of the group shall be jointly and severally liable to the contracting authority for the contents of the group’s tender and, if the contract is awarded to such group, they are also jointly and severally liable for the performance of the contract. In case the contract is awarded to such group, the group will be required to assume the following legal form: [precise which form and/or refer to Annex <insert number> and explain why]]

#### **IV.7) SUBCONTRACTING**

Contracting authority, may allow the subcontracting for the execution of a part of the contract. Subcontracting should not exceed 40 % of the contract value. The tenderer shall declare selected subcontractor, and to present subcontraction made for this purpose. Subcontractor shall provide evidences specified in section III.1.1, and evidences specified in section III.1.1 – III.1.4 of this tender dossier, that are necessary for the performance of the subcontraction.

### **TENDER OPENING**

#### **IV.8) TENDER OPENING MEETING**

Every tenderer have the right to have a representative present to observe the opening of tenders, which takes place:

<b>Date:</b>	<b>08.07.2009</b>	<b>Time:</b>	14:30	<b>Place:</b>	Procurement Department
--------------	-------------------	--------------	-------	---------------	------------------------

During the tender opening, the contracting authority with the help of the opening commission will read out: (i) the name of the tenderer, (ii) the total tender price specified in the Tender submission form, and (iii) any offered discount to the tender price specified in the Tender submission form.

All this will be recorded in the minutes of the tender opening meeting, which shall be signed by the Procurement Officer and by all participants in the process of tender opening. Copies of such minutes shall immediately be distributed to all tenderers.

#### **IV.9 PRELIMINARY DATE OF CONTRACT AWARD**

<b>xx.xx.2009</b>
-------------------

**Date:**

### **SECTION V CONTRACT AWARD CRITERIA – TENDER EVALUATION**

#### **V.1) CONTRACT AWARD CRITERIA**

The contract will be awarded to the economic operator having submitted:

-the **lowest priced responsive tender**;

or

**[-the most economically advantageous responsive x tender determined by the weighted criteria as stated below.]**

[state all criteria applied in accordance with Section 50 of the Law together with their weighting] [select one or more from the following]:

[tender price]

[operating, maintenance and other life-time costs]

[the delivery date, delivery period, period of completion]

[functional, environmental or similar characteristics]

[provision and availability of after-sales service and technical assistance]

[the terms of any warranties, guarantees and exclusions]

[other legal terms]

## V.2) TENDER EVALUATION

Tender evaluation process will start immediately after the completion of the tender opening process and not later than 96 hours after the completion of the tender opening process.

**Timely** received tenders which were submitted by (eligible) and (qualified)<sup>4</sup> operators will be examined, evaluated and compared according to the procedure established in the Public Procurement Rules.

A tender is considered to be **responsive** when it:

- a. complies in administrative terms with the formal requirements of this tender dossier;
- b. complies in technical terms with the description, requirements and specifications established in Section II.2 of this tender dossier;
- c. is submitted by an economic operator meeting the selection criteria established in Section III.1 of this tender dossier.

To “**comply**” in administrative and technical terms shall be understood as to satisfy administrative and technical requirements and specifications set forth in this tender dossier without substantially departing from or attaching restrictions to them.

“**Substantial departures or restrictions**” are those which differ essentially from the terms and specifications of the tender dossier, affect the scope, quality or execution of the contract, limit the rights of the contracting authority or the tenderer's obligations under the contract, or distort competition for tenderers whose tenders do comply.

If a tender is not in compliance by the administrative aspect and/or technical of this tender dossier, the tender will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

[Where contracts include after-sales service and/or training, the technical compliance of such services shall also be evaluated].

If a tender is submitted by an economic operator **not** meeting the selection criteria established in Section III.1 of this tender dossier, the tender will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

To facilitate the examination, evaluation and comparison of tenders, the contracting authority may ask each tenderer individually for clarification of his/her tender. The request for clarification and the response must be in writing only, but no change in price or any other material term or aspect of the tender may be sought, offered or permitted.

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<sup>4</sup> In the restricted and negotiated procedure the contracting authority is obliged to invite to tender all and only those economic operators who submitted requests for participation and meet the minimum selection criteria established by the contracting authority

The contracting authority may correct a purely arithmetical error in a tender. Amounts corrected in this way will be binding on the tenderer. The tenderer will be informed in writing.

**Responsive** tenders will be evaluated and compared against the **contract award criteria** stated in Section V.1 of this tender dossier. The tenderer having submitted the highest ranked tender will be awarded the contract.

#### **V.2.1) CORRECTION OF ARITHMETICAL ERROR**

The contracting authority may correct a purely arithmetical error in a tender. Amounts corrected in this way will be binding on the tenderer. The tenderer will be informed in writing immediately for any such correction.

During the examination, evaluation and comparison of tenders, the errors in price calculation will be corrected by the contracting authority in this manner:

- a. In the event if there is an inconsistency among the amounts expressed in figures and those in words , than shall control the amounts expressed in words;
- b. In the event if there is an inconsistency among the unit price and the overall value that is taken by the multiplication of the unit price and amount, then shall control unit price, and aftermath should correct total amount of the price unit;
- c. In the event if there is an error in a total amount, that corresponds with the subtotals addition, than the subtotal will control that is evaluated which is evaluated to be all right after the calculation of the unit price and the overall total shall be corrected;
- d. The amounts corrected in this manner are mandatory for the tenderer;
- e. In the event that a tenderer does not accept them, than its tender will be rejected.
- f. In no event is allowed to correct the price unit. In case the tenderer alleges that has made a mistake in the unit price, its tender will be rejected.

### **SECTION VI OTHER NECESSARY INFORMATION]**

#### **SECTION VII COMPLAINTS**

##### **VII.1) GENERAL INFORMATION**

Pursuant to Section 101.5 of the Law No. 02/L-99, promulgated with Regulation 2007/20), a complaint may be submitted by an interested party at any stage of any procurement activity and with respect to any act or omission of the concerned contracting authority that is alleged to be in violation of the present Law No.02/L-99, Regulation 2007/20, or acts issued in its implementation.

A complaint may be filed in writing with the Procurement Review Body (PRB), address:

<b>PROCUREMENT REVIEW BODY</b>
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Str. "Garibaldi", AT Faculty of Arts building Prishtine
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and simultaneously a copy of the complain shall be dispatched at the most expeditious way to the Contracting Authority. Standard form of the complaint you can find at: [www.ks-gov.net/krpp](http://www.ks-gov.net/krpp).

The complaints procedure is established by the provisions of TITLE VIII of the Public Procurement Law No.02/L99, Regulation 2007/20.

## **VII.2) TIME PERIOD FOR SUBMISSION OF A COMPLAINT TO THE PROCUREMENT REVIEW BODY (PRB)**

The complaint should be submitted within eight (8) calendar days after following the date of publication of the concerned contract award notice or design contest results notice. Such period shall begin at midnight of the date of publication of this notice.

The complaint may be refused if:

- a. the allegation concerns an act or omission of a contracting authority that is alleged to have occurred ten (10) or more calendar days prior to such date of publication;
- b. the complainant, in the judgment of the review panel, knew or reasonably should have known - eight (8) or more calendar days prior to such date of publication – of the act or omission;
- c. the complainant, in the judgment of the review panel, knew or reasonably should have known - eight (8) or more calendar days prior to such date of publication - that the act or omission constituted a violation of the present law; and
- d. the complainant, in the judgment of the review panel, had sufficient time to prepare and file a complaint containing such allegation prior to such date of publication.

## **VII.3) BASIC CONTENTS OF A COMPLAINT SUBMITTED TO THE PRB**

Complaint shall contain:

- a. the name, address and contact information of the complainant;
- b. the name of the concerned contracting authority;
- c. set forth a reasonably specific description of the concerned procurement activity;
- d. attaches a copy of the concerned contract award notice or design contest results notice, if such has been issued or published.
- e. demonstrates that the complainant qualifies as an “interested party,” as defined under Section 4 of the present law;
- f. describes the factual circumstances constituting or giving rise to the alleged violation;
- g. specifies disposition or the dispositions of this law that is alleged to have been violated ;and
- h. describes how the alleged violation has caused, or threatens to cause, material damage to the complainant.

If any of the above elements is missing the PRB shall return for addition the complaint.

The filing of the compliant suspends automatically the procurement procedure. Notwithstanding the above, and when required by the contracting authority, the President of the PRB may issue an order removing the automatic suspension, taking into account the probable consequences of such suspension for all interests likely to be harmed, including the public interest and the complainant’s interest, the President determines that the negative consequences of such suspension exceed the benefits that may be achieved thereby. Before undertaking the required measures by the contracting authority, the possibility should be given to the complainant to submit its written arguments to the President for the cancellation of the suspension. The President will inform the complainant and the contracting authority about the decision.

### **Posting of complaint security:**

All complainants are required to post security within three (3) business days after the filing of a complaint. The amount of such security shall be equal to five percent (5%) of the estimated value of the public contract or design contest, but not less than 1,000 Euros and not more than 5,000 Euros. Such security may be posted in cash, in the form of a certified check, credit or bank guarantee.

For more details with regard to modes of payment, place and amount of payment contact with: (insert the relevant contacts of the PRB).

**If the full amount of such security is not posted within the specified three (3) business days, the PRB shall dismiss the complaint with prejudice, and the complainant may not again file a complaint setting forth any allegation contained in the dismissed complaint.**

**Forfeiture of the complaint security:**

PRB shall forfeit the security posted by the complainant, if stated by the review panel that all allegations made in the complaint were frivolous or misleading.

If review panel determines that any allegation in the complaint is frivolous, the PRB may require the complainant to pay an additional penalty of up to 5000 €. In such event, the complainant shall be ineligible to participate in any manner in a procurement activity covered by a present law, until:

- (i) such penalty is not paid in full ;or
- (ii) a of competent jurisdiction rescinds the order of the PRB requiring the payment of such penalty.

**Return of the complaint security:**

The PRB shall promptly return the security to the complainant, if:

- a) submitted complaint has been rejected because of the lack of the time limits and for not implementing as specified in section VII.2 and VII.3 of this tender dossier;
- b) review panel states that one of the allegations in the complaint is not false;

**VII.4) REVIEW OF COMPLAINT AND DECISION**

Contracting authorities in compliance with article 110.1 of the PPL within 12 days from the date of the complaint (calculated as follows: 1 business day for PRB to undertake review plus 7 calendar days for expert to provide written assessment plus 4 days for contracting authority to inform of its decision), must inform the complainant, the expert and the review panel of the PRB, about decision regarding the matters set forth in the complaint. If the complaint is accepted by the Contracting Authority will take correcting measures within 5 days from the submission of the complaint.

If you disagree with the above decision or you are not informed in due time, you may submit a written notice before Review Panel of the PRB within (3) calendar days, after it receives such decision or the expiration of the time limit specified above, identifying the allegations that the complainant intends to pursue further before the review panel.

You must respond to the requests of the Review Panel of the PRB, or risk facing penalties in accordance with article 111 of the PPL up to an amount of 1000 Euros.

The Review Panel is obliged to inform you about the decision. A copy of the decision will be published in the PRB website ([www.....](#))

If you believe that a final decision or determination of a review panel or the PRB is contrary to the facts or the present law, you may request a court of competent jurisdiction to review such decision in accordance with the applicable law on Administrative Procedure.

**SECTION VIII ATTACHMENTS:**

To this tender dossier is attached 8 Annexes which form an integral part of this tender dossier. The Annexes are the following, state total list of used Annexes, numbered. Delete not used Annexes]:

<b>Annex No.</b>	<b>Contents</b>	<b>Reference to section of this tender dossier</b>
<b>[Obligatory] ANNEX 1</b>	Contract Notice	
<b>ANNEX 2</b>	Division into lots	<b>II.2.4)</b>
<b>ANNEX 3</b>	Mandatory technical specifications	<b>II.2.5)</b>
<b>Obligatory ANNEX 4</b>	Eligibility requirements: Declaration under oath	
<b>Obligatory ANNEX 5</b>	Request for confidentiality	<b>III.1.3 &amp; III.1.4</b>
<b>ANNEX 6</b>	Standard Guarantor’s Declaration	<b>III.2.2)</b>
<b>Obligatory ANNEX 7</b>	Request for additional information	<b>IV.1)</b>
<b>ANNEX 8</b>	Criteria for contract award	<b>V</b>

**ANNEX 1. CONTRACT NOTICE<sup>5</sup>**  
*According to section 38 of the PPL-02/L-99 promulgated with Regulation No.2007/20*

Date of submission of Contract Notice to the PPRC:

26.05.2009

Publication of Contract Notice (compressed version):	Media:	Date:
	“ZERI” daily newspaper	28.05.2009

**CONTRACT NOTICE:** <insert here the full version of the contract notice as sent to PPRC> [Contract Notice for services  
 Template link]



**REPUBLIKA E KOSOVËS / REPUBLIKA KOSOVO / REPUBLIC OF KOSOVO**

MINISTRIA E EKONOMISË DHE FINANCAVE – MINISTARSTVO ZA PRIVREDU I FINANSIJE – MINISTRY OF ECONOMY AND FINANCE



**DOGANA E KOSOVËS**

**CARINA KOSOVA- KOSOVO CUSTOMS**



## CONTRACT NOTICE SERVICES

*According to Section 38 of Law No. 02/L-99 on Public Procurement in Kosovo, as amended with*

*Regulation No.2007/20*

**Date: 26.05.2009**

<b>Procurement No</b>	<b>301</b>	<b>0</b>	<b>9</b>	<b>0</b>	<b>5</b>	<b>2</b>	<b>2</b>	<b>1</b>	<b>1</b>
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This notice has been prepared in the LANGUAGES:

Albanian

Serbian

English

<sup>5</sup> Not applicable in negotiated procedure without notice.

(The English language version, if one has been prepared, shall control).

## SECTION I: CONTRACTING AUTHORITY

### I.1 NAME AND ADDRESS OF THE CONTRACTING AUTHORITY (CA)

<b>Official name:</b>	<b>Kosovo Customs</b>		
<b>Postal address:</b>	Str. Boulevard Bill Clinton n/n		
<b>Town:</b>	Pristine Republic of Kosovo	<b>Postal code:</b>	10100
<b>Internet address (if applicable):</b>	<a href="http://www.dogana-ks.org">www.dogana-ks.org</a>		
<b>Contact point(s):</b>	Enver Durmishi	<b>Email:</b>	prokurimi@dogana-ks.org
<b>Telephone:</b>	+381 38 540 797	<b>Fax:</b>	+381 38 540 797

The contracting authority is purchasing on behalf of other contracting authorities Yes  No

## SECTION II: OBJECT OF THE CONTRACT

### II.1 DESCRIPTION

<b>II.1.1 Contract title attributed by the contracting authority:</b> “Services for design, development and implementation of the solution for the (business intelligence)”		
<b>II.1.2 Type of contract and location of works, place of delivery or of performance</b>		
<i>Services</i>		
<input type="checkbox"/> <b>Works</b>	<input type="checkbox"/> <b>Supplies</b>	<input checked="" type="checkbox"/> <b>Services</b>
<input type="checkbox"/> Execution <input type="checkbox"/> Design and execution <input type="checkbox"/> Realisation, by whatever means, of work, corresponding to the requirements specified by contracting authority	<input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Rental <input type="checkbox"/> Hire purchase <input type="checkbox"/> Combination of these	Service category _____  Kosovo Customs CD (Central Directorate) and Customs Offices
Main site or location of works  _____	Main place of delivery	Main place of performance  _____ _____

**II.1.3 Information of framework agreement (if applicable)**

The notice involves framework agreement

Ye  No

If yes, duration of framework agreement: in \_\_\_\_\_ years \_\_\_ or months

**II.1.4 Short description of the object of the contract**

The subject of the contract for : “Services for design, development and implementation of the solution for the (business intelligence)”, all according to the technical specification presented on the tender’s file.

**II.1.5 Common Procurement Vocabulary classification (CPV) 27000000-5**

**II.1.6 Variants are accepted**

Ye  No

**II.1.7 Division into lots**

Ye  No

If yes, tenders should be submitted for (tick \_\_\_\_\_ one box only)

one lot only  one or more lots  All lots

**II.1.8 Information about lots (if applicable)**

Lot no	Short description	Quantity	Scope
1/1	“Services for design, development and implementation of the solution for the (business intelligence)”	According to the specification in the tender	Refer to the technical specification of the file in tender

**II.2 QUANTITY OR SCOPE OF THE CONTRACT**

**Total quantity or scope (including all lots and options if applicable)**

Refer to the tender file

**II.3 DURATION OF THE CONTRACT OR TIME LIMITS FOR COMPLETION**

*Duration for months*

**Beginning:** In case of signing of the contract with the economical operator

**Termination:** 01.12.2009.

*(time limit for start and completion of contract if differs by lot, specify clearly for each lot)*

## SECTION III: LEGAL, ECONOMIC, FINANCIAL AND TECHNICAL INFORMATION

### III.1 CONDITIONS RELATING TO THE CONTRACT

#### III.1.1 Performance security required

Yes  No

If yes, amount of performance security from **10 %** of the amount/value of the contract.

For a period of validity in accordance with the offered date of the economic operator for the technical support.

#### III.1.2 Legal form to be taken by grouping of economic operators to whom the contract is to be awarded (if applicable):

- An original certificate signed on establishment of consortium- the original is required
- A clear statement that all members of the group are jointly and individually liable for the contents of the tender of the group and, if given the group contract, for the realization of contract
- Registration as business operator in professional registry, commercial and/ or of corporation in your country where established (Certification on VAT and Registration of Business) copy is requested for each member

#### III.1.3 Other particular conditions to which performance of the contract is subject (if applicable):

DDP (Delivery obligation is paid)

All duties payable in the Republic of Kosovo, are to be calculated in advance as per price

### III.2 CONDITIONS FOR PARTICIPATION

#### III.2.1 Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers

- a. Certificate on the Business Registration along with the document Information on Business;
- b. V.A.T Certificate; (Local operators)
- c. Registration of the legation in Kosovo (only for the Economic Operator in case he is rewarded with contract)

Documentary evidence required

- a. One declaration under oath that you meet the eligibility requirements of Law No. 2003/17, Section 6
- b. A Certification signed by the Tax Administration of your country, stating that you are not delaying on payment of taxes at least for the least for the period of first quarter of 2009 (TM1)
- c. Certified evidence (invoice or contract) on payment of electric bill, at least for the period of first quarter of 2009- (mandatory for the Economic Operators only in case he is rewarded with a contract)

#### III.2.2 Economic and financial capacity

Documentary evidence required

- c. Reference for services and similar supplies or same in the last three years in a total value of at least 2 million €
- d. Evidence about the annual traffic for the last three years in value of 3 million €

**Requirement(s) to each group member in case the tenderer is a group of economic operators:**

- a.** Reference for services and similiar supplies or same for the last there years in a total value of 2 million € (only for the leader of the group);
- b.** Evidence about the annual traffic for the last there years in value of 3 million €(only for the leader of group)

**III.2.3 Technical and professional capacity**

Documentary evidence required

- a.** The list of technical personnel, CV, for the professional staff (staff qualifications)
- b.** Evidence in written about the authorization for the license sale
- c.** Annexes I,II,III attached to the tenders file to be filled by the side of the economic operator in the required format

**[Requirement(s) to each group member in case the tender maker is a group of economic operators:**

- a.** The list of technical operators, CV, for the professional staff (staff qualifications) (only for the leader of the group);
- b.** Written evidence about the authorization for the license sale (only for the group leader);
- c.** Annexes I,II,III attached to the tenders file to be filled by the side of the economic operator in the required format (only for the group leader);

**III.3 Conditions specific to services contracts**

**III.3.1 Execution of services is reserved to a particular profession** Yes  No

If yes, reference to the relevant law, regulation or administrative provision

**III.3.2 Legal persons should indicate the names and professional qualifications of the staff responsible for the execution of the service**

Yes  No

**SECTION IV: PROCEDURE**

**IV.1 TYPE OF PROCEDURE**

<input checked="" type="checkbox"/> Open	
<input type="checkbox"/> Restricted	Justification for the choice of restricted procedure _____
<input type="checkbox"/> Negotiated	Justification for the choice of negotiated procedure _____

#### IV.2 AWARD CRITERIA

Lowest price	
<i>or</i>	
<b>X The most economically advantageous tender in terms of:</b>	
Sub-criteria	Weighting in %
1) Lowest Price	50 %
2) Technical Approach	25 %
3) Business Experience	20 %
4) Technical Support	5 %

#### IV.3 ADMINISTRATIVE INFORMATION

<b>IV.3.1. Previous publications concerning the same contract</b>	
Prior Indicative Notice	
Other publications ( <i>if applicable</i> ) _____	
<b>IV.3.2 Conditions for obtaining tender dossier / prequalified documents</b>	
Time limit for receipt of requests for tender dossier / prequalified documents:	
date <b>03.07.2009</b> time 16:00	
Payable documents	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If yes, price	_____
<b>IV.3.3 Time limit for receipt of tenders/ requests to participate</b>	
date <b>08.07.2009</b> time 14:00 place Procurement Department C.K.	

<b>IV.3.4 Time limits is shortened for submission of tenders</b>	X yes	no
If yes, write down reasons for shortening of this deadline.		
_____		
_____		
<b>IV.3.5 Is tender security needed ( by all tenderers/ candidates)</b>		
Yes	<input checked="" type="checkbox"/>	No <input type="checkbox"/>

If yes, the value of tender security from **5%** of the amount/value of the bid

Validity of tender security is 90 + 30 (one hundred and twenty) days or 4 (four) months.

#### **IV.3.6 Tender validity period**

Until: date: 90 calendar days or months 3 months

#### **IV.3.7 Tender opening meeting**

**date 08.07.2009 time 14:30 place** Procurement Department

Every tenderer has the right to have a representative at the opening of tenders.

### **SECTION V: COMPLEMENTARY INFORMATION**

#### **V.1 COMPLAINTS**

**Any interested party may file a complaint with the Procurement Review Body, according to the provisions of Title VIII of Law No. 02/L-99, Law on Public Procurement in Kosovo, promulgated with Regulation No.2007/20.**

#### **V.1.1 ADDRESS OF THE PROCUREMENT REVIEW BODY (PRB)**

OFFICIAL NAME: Procurement Review Body	
Address of the PRB: Str. "Garibaldi", AT Faculty of Arts building	
Town: Prishtine	Postal code: 10000
Electronic address ( <i>if applicable</i> ): <a href="http://www.oshp-ks.info">www.oshp-ks.info</a>	
Contact person: Ardian Behra	E-mail: oshp@ks-gov.net
Telephone: +381 38 213 378	Fax: +381 38 213 378

#### **V.2 ADDITIONAL INFORMATION**

**Note: economic operators will be entitled to submit a tender, request to participate and other documents required or permitted to be files during the conduct of a procurement activity in Albanian, Serbian or English. Add other information:**

\_\_\_\_\_

**ANEKS 2 MANDATORY TECHNICAL SPECIFICATIONS**

*According to Section 28 of the PPL-02/L-99, promulgated with Regulation 2007/20*

[The technical specifications describe, in a non-discriminating manner, the mandatory characteristics of the object of the contract, such as:

Quality, quality assurance, performance, terminology, design requirements, symbols, dimensions, testing and test methods, safety, packaging, marking, labelling.

Technical specifications shall be established in a manner that is both consistent with the purpose of the procurement and directed at providing the greatest possible access to all potentially interested economic operators.

A contracting authority is specifically prohibited from establishing a technical specification that favours or disfavors one or more economic operators.

MANDATORY TECHNICAL SPECIFICATIONS			
Lot	Item	Specifications	6

*The Tenderer shall comply with all specifications stated in this list. Any requirement not fulfilled may eliminate the tender for the complete lot. Please check that your tender fulfils each of the technical specifications described above.*

**EXPLANATIONS:** The Economical Operators have to read carefully the technical specifications, and have to fill out;

- 1) Annexes I, II, III, must be filled out by the Economical Operator in the required format from the Contracting Authority.

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<sup>6</sup> Do not use this column reserved to the Contracting Authority for evaluation process

## **Introduction**

Many large organizations use business intelligence systems to monitor a wide range of key business performance indicators at corporate, divisional, departmental and business unit levels. These systems rely on pre defined extracts and summaries of data, and are limited when in depth, dynamic analysis of very large quantities of detailed transaction data is required. Successful managers continuously look for areas where they could improve performance by monitoring, reviewing and analyzing the information extracted from the data produced through their day to day operations.

Kosovo Customs is a government institution that consolidates and supports the collection, processing, analysis, and reporting of customs statistics. Kosovo Customs integrates information into a single data management system using consistent methods and standardized formats. The consolidated data then are delivered to different institutions, reported in various publications, and to researchers using different methodologies. The resulting data helps managers, departments, and associated institutions supervise customs resources more effectively and efficiently.

More specifically, Kosovo Customs reports foreign trade data, harvest and value from commercial trading in Kosovo using the best available data from the data sources. Once these data are incorporated into its system, Kosovo Customs reports information from several critical perspectives to decide impacts of changes in management. These include taxes, goods, offences, risks, staff, trade, and business community participants by season.

Kosovo Customs is further developing and establishing an MIS (Management Information System) for own needs. The main source of data for the MIS will be the Customs Core System TIMS system however, over time, other systems' data repositories will be integrated into the MIS.

In particular, Kosovo Customs is interested in expertise in developing performance management tools (dashboards, scorecards, data visualizations, etc.) using the world leading BI solutions. The proposed approach to deliver the MIS will be to establish formal development, test and production MIS environments and progressively over 4 months deliver slices of MIS functionality.

Services are required for:

- Requirements analysis
- Solution Architecture
- Functional Specification
- Technical Design
- Development and testing
- BI Demonstrations to stakeholders
- Skills transfer.

In:

- ETL
- Dash-boarding / Scorecards
- Data Warehousing / Modeling.

The primary aim of the Project is to design, develop and implement a solution to in order to assist the decision making management at all levels

The BI Solution will integrate customs, tax, risk assessment and law enforcement -related data from the Customs Declaration Processing System and variety of internal and external sources, thus permitting flexible access to the data for reporting and compliance activities.

Kosovo Customs with Business Intelligence Solution will implement Reporting and Analysis services through compliance initiatives conducted by the needs in order to provide past, present and future information. The Reporting and Analysis services must include software that helps in decision making, data resources such as databases, the hardware resources of a system, decision support systems, and any computerized processes that will enable the Kosovo Customs to provide better services in order to collect revenues and provide proper and efficient services to business community. Kosovo Customs need an effective decision making system to cover current and any future Customs Declaration Processing System. The system needs to be compatible with the current DG Taxud EU Customs System and communicate with other Kosovo Government agencies.

A well-designed Business Intelligence Solution with Reporting and Analysis services will provides valuable aid to all levels of management decision makers, particularly at the tactical level but increasingly also at the strategic level.

## **Proposal Requirements and Scoring**

Please provide résumés for contributing personnel, three references from recent projects, and list reasons for any cancelled projects within the past three years. Provide hourly rates, and estimated hours for all three phases, and an estimate of any travel costs. All necessary hardware would be purchased by Kosovo Customs. Please provide a technical summary on how you would approach phase 2. Experience with public & governmental institutions, specifically experience with tax collections institutions related projects is preferred.

Procurement No: 301/09/052/211– Title: “Services for design, development and implementation of the solution for the (business intelligence)”

Proposals will be weighted as follows:

- a) Technical Approach (25%) - Annex I
- b) Business Experience (20%) – Annex II
- c) Estimated Cost (50%) – Financial Tender Document
- d) Technical Support (5%) – Annex III

Written questions can be emailed [procurement@dogana-ks.org](mailto:procurement@dogana-ks.org) or faxed to + 381 (0)38 540 797. Answers will be sent to all participating parties.

### **Contractor Qualifications**

This project requires the contractor have experience with Business Intelligence Solution Development & Implementation, Internet & Intranet web based applications, and a thorough knowledge of data warehousing & business intelligence principles.

### **Kosovo Customs Business Intelligence Solution Background**

In the past year KOSOVO CUSTOMS completed an initial version of a data warehouse. The end product has useful, but limited functionality. All ETL is performed using in-house Oracle packages and procedures. Reports are in the form of data sets created by KOSOVO CUSTOMS programmers using SQL and Oracle procedures. No metadata system currently exists.

The total exported size of the database is 4 GB; fact and dimension tables account for 3 GB, with source and system data accounting for the remainder. Current warehouse contains five years of data. Source data originates from multiple border offices with 8i versions of Oracle databases. Data quality varies between offices and within years, with older data being less reliable.

A custom web application has been developed, which provides end-users the ability to perform ad hoc queries, view metadata, and retrieve documentation. KOSOVO CUSTOMS staff is currently in the process of implementing this product.

The current solution contains not more than 20 reports and we plan to increase the number of reports with new Business Intelligence Solution to maximum 80 different reports designed by solution provider.

### **Scope of Work**

Successful completion of all three tasks will include operational and procedural documentation, and sufficient mentoring to maintain and enhance delivered products. It can be expected that a reasonable amount of KOSOVO CUSTOMS staff time will be made available for scheduled consultation.

-Existing report definition and requirement analysis – determining KC needs and system constraints, generating a functional reports specification and a logical model for the best approach

- Analysis of current report queries
- Consolidation of tables
- Defining common tables

-Detailing the design for a selected solution, including diagrams relating all source tables, queries and data flow

- Preparation of common tables
- Testing data – results
- Evaluation and acceptance

-Preparation of Analysis & Reporting Business Intelligence Solution

- HW platform
- SW platform

-Design and implement Solution:

#### **Phase 1 – Install Business Intelligence Solution**

Design, Install and configure Business Intelligence Solution.

#### **Phase 2 – Replicate and enhance current in-house Business Intelligence Solution procedures**

KOSOVO CUSTOMS currently has a production version of a data warehouse, which includes 2004 through 2008 customs commercial catch data. The purpose of this phase is to:

- 1) Replicate our current procedures using Business Intelligence Solution Builder
- 2) Include 1999 through 2004 data

Procurement No: 301/09/052/211– Title: “Services for design, development and implementation of the solution for the (business intelligence)”

3) Develop a “product” fact/dimension component to the warehouse.

A challenge with including 1999 - 2004 data is the fact that the source data are not compliant with later system which has been changed starting in 1 July 2004. Less significant changes to any of the source data can be expected within any given year.

The development of a “product” fact/dimension component has not been previously attempted by our staff; therefore the analysis phase for this task will be more involved.

**Phase 3** – Provide proof-of-concept using Business Intelligence solutions

All software, databases, and security will run on the KOSOVO CUSTOMS network. Presentation should demonstrate the ability to process 10 years of data containing approximately 5 million rows and 100 columns.

- Knowledge Transfer

- Training for BI Administrators
- Training for BI Analysts
- Training for End Users
- Provide Manuals

### ***Project Management***

The overall management of the project and the above activities will be ensured by the contractor under the supervision of the Kosovo Customs Project Manager.

### **Project Organisation**

The contractor shall provide the necessary manpower and support for the management and administration of the contract. The contractor must assign a project manager to be in charge of and responsible for the implementation and execution of the project according to the specifications and with respect of the contractual deadlines. A team consisting of a project manager and several team members shall be composed. The tasks and responsibilities of all members of the team will be listed in the project management plan specific to that agreement. A change of project manager must have the prior approval of the Kosovo Customs Project Manager. Any changes of personnel shall be notified promptly. There must be back-up persons, fully aware of the project, to cover the periods when the manager(s) or other team members are absent (holidays, sickness, etc.).

### **Meetings**

Meetings shall be organised under the chairmanship of the Kosovo Customs Project Manager. The preparation, as well as the drafting of the minutes of each meeting is the responsibility of the contractor. The draft minutes must be made available to the Kosovo Customs Project Team within one week of the meeting. There will be at least:

- a kick-off meeting
- a monthly progress meeting
- a final report meeting.

Additional technical meetings or other meetings may be organized on a ad-hoc basis. Furthermore, the contractor may be asked to give presentations in committees or other meetings. They are normally held in Prishtina – Kosovo Customs Premises.

### **Deliverables**

The Contractor is to provide the required reports and documents in accordance with the conditions of the specific contract.

First deliverables:

### **-Project Management and Quality Plan**

The contractor shall supply a Project Management and Quality Plan (PMQP). It shall be of sufficient detail to enable the Kosovo Customs Project Team to evaluate that all activities, described in this plan are duly executed. The plan shall be subject to approval of the Kosovo Customs Project Team and be updated whenever required during the duration of the contract. Revisions can be based on information supplied by the Kosovo Customs Project Manager, as well as on the contractor’s own assessment.

The PMQP shall define the relationship in terms of:

Procurement No: 301/09/052/211– Title: “Services for design, development and implementation of the solution for the (business intelligence)”

- organisation and communication
- project time plan
- progress monitoring and reviews.
- change control management
- risk management (unless separate Risk Management Plan)
- standards, procedures and methods
- deliverable products
- roles and responsibilities

The PMQP shall include – as a minimum – the following details :

- scope of the project
- list of reference documents
- project description (brief description of project phases and key activities, objectives and expectations, constraints and limitations, deliverables to be produced)
- project time plan and delivery schedules : for each of the project phases, key activities and milestones the time plan should indicate : start date, delivery date, contractual deadlines, other intermediate dates or events (validation, review, approval, meeting...)
- project management team, team leaders, external entities (such as expert groups, clients, committees, ...)
- obligations and responsibilities (organisation structure, roles and titles, role descriptions, ...from contractor's as well as Kosovo Customs Project Manager's side)
- estimation of resources (man-days, equipment,..) per type of work/task
- deliverables and documentation (can be products, materials, hardware, software, reports, training, monitoring tools, ...)
- methodology and all applicable procedures (ordering, acceptance, escalation procedures,...)
- quality planning : necessary steps to create the project quality environment, including all quality assurance and quality control requirements
- project process control measures : specify the plans, reports, meetings and other information that help to measure and monitor the progress of the project
- acceptance and payments processes and procedures

#### **-Progress reporting**

The contractor shall provide a monthly progress report to the Kosovo Customs Project Team and shall - if required - prepare, participate, follow up and make minutes of the progress meetings. The Kosovo Customs Project Team shall receive the progress report at least one week before a planned progress meeting. The report shall include, as a minimum:

- the current status of the project (major events, performance, problems, recommendations ..)
- resource utilisation and forecast. Final Deliverables

#### **- Final report**

The contractor shall deliver a final report containing at a minimum:

Procurement No: 301/09/052/211– Title: “Services for design, development and implementation of the solution for the (business intelligence)”

- the final status of the project
- clear statistics on the work done, the indicators of performance, ...
- an analysis of the experienced problems and corresponding corrective actions
- a management summary setting out conclusions. \

The moment of delivery of the final report will be specified in a contract.

#### **Acceptance procedure**

The procedure for accepting the deliverables will be the following:

- the Kosovo Customs Project Team receives the deliverables according to the deadlines, specified in the contract
- the deliverables will be presented by the contractor during the progress meetings and can be commented on by the Kosovo Customs Project Team
- if necessary for acceptance of the deliverable(s), further actions will be taken by the contractor and the new deliverable(s) will be re-submitted within two weeks.
- the deliverables will be approved within four weeks by the Kosovo Customs Project Team

#### **Profiles**

Implementation of the actions described above will require the contractor to assign staff of varying profiles. Staff proposed by the contractor shall comply with the following minimum profiles:

##### ***Project manager***

- University degree, or equivalent background and experience, in a relevant subject;
- Five (5) years experience in ICT, with a minimum of 3 years experience as Project Management in the technical field concerned;
- Experience in conducting projects on an international level;
- Good communication skills;
- Strong market driven profile and customer satisfaction orientation;
- General knowledge of the functioning and regulatory framework of public administrations in Europe;
- Good knowledge of the English language; knowledge of other official Community languages will be an asset.

##### ***Senior Consultant***

- University degree, or equivalent background and experience, in a relevant subject;
- Good communicator;
- Thorough understanding of the technical, legal and organisational issues related to the large-scale IT systems in public administrations;
- Three (3) years experience in the evaluation and/or application and/or development of Business Intelligence Solution.
- Good knowledge of the English language; knowledge of other official Community languages will be an asset.

##### ***Consultant***

- University degree, or equivalent background and experience, in a relevant subject;

Procurement No: 301/09/052/211– Title: “Services for design, development and implementation of the solution for the (business intelligence)”

- Two (2) years experience in the evaluation and/or application and/or development of Bussines Intelligence Solution.
- Good knowledge of English; knowledge of other official Community languages will be an asset..

***Specific requirements of the team***

The proposed team shall have the following competences and experience:

- proven knowledge of Bussines Intelligence Solution development projects, acquired through participation on BIS projects
- practical experience in the management of large-scale software development projects - experience in conducting projects on an international level
- fluency in English and other Community languages
- communication skills, especially in relation to contacts with the BI community, developers' communities, national and regional BIS initiatives.

**ANNEX I**

**Contract title:** Implementation of Business Intelligence Solution for the Kosovo Custom Administration

**BIDER'S NAME:** \_\_\_\_\_

**BI Solution Requirements**

**Technical Approach**

Num	Item	Specifications as Requested	Specifications Offered	Notes remarks, Ref to doc	Evaluation  notes
1	General Information				
		Name and version / release number / Release dates / next release dates for all products / components proposed in the solution			
		Product requirements (OS, Processor, Memory, Disk)			
		Provide short description for all proposed products / components			
		What range of BI capabilities for the enterprise users are integrated in your product? Are they available on a single architecture?			

Num	Item	Specifications as Requested	Specifications Offered	Notes remarks, Ref to doc	Evaluation  notes
		Is your BI solution platform neutral and location transparent?			
		Does your solution provide single metadata repository for all BI products?			
		Does it provide common business model across data sources, interfaces?			
<b>2</b>	Clients				
		List modules requiring a thick client. For each, define the primary purpose and available platforms.			
		Describe functionality provided by thin client or web browser modules / components			
<b>3</b>	Additional Solution Info				
		List server modules. For each, define the primary purpose and available platforms.			
		Do all proposed BI tools share the same client authentication?			
		What is the underlying technology that governs the execution of the product?			
		Specify additional products you sell / bundle that MUST be bought to deploy the product			
		Specify 3rd party products that customers MUST buy to deploy the product (e.g. IIS Web Server)			

Num	Item	Specifications as Requested	Specifications Offered	Notes remarks, Ref to doc	Evaluation  notes
		Specify separately priced optional Integration Suite products or add-ins that customers can purchase from your company			
		Specify separately priced optional Integration Suite products or add-ins that customers can purchase from 3rd parties.			
<b>4</b>	Administration				
		Does your solution provide a single administration console with a consolidated view of all system activity?			
		Which events are monitored? (e.g. server status, reports processed, time elapsed by task, time elapsed total, CPU and memory consumption, throughput rate over time, average, peak, low)			
		Is there a graphical scheduler to define schedules and job dependencies?			
<b>5</b>	Reporting				
		Does your solution provide architecture for viewing, querying, analyzing, and authoring for collaborative contributions to any report including dashboards?			
		Does your solution provide one authoring environment for creating all report types, including dashboards?			

Num	Item	Specifications as Requested	Specifications Offered	Notes remarks, Ref to doc	Evaluation  notes
		Does your solution provide bursting personalized reports to multiple locations and in multiple formats?			
		What kind of report export formats does your solution support (Excel, PDF, XML, HTML, CSV)?			
		What are the possible distribution methods for the reports? (centralized access, email, application integration, MS Office)?			
		Does it support federated queries -- one query drawing on multivendor data sources -- even within a single reporting object?			
		Can the solution support embed live applications, Web sites, and non-BI content within a report?			
		Does the solution support drag-and-drop authoring incorporating data, text, charts, graphs, and images?			
		Can you edit reports with prompts and toolbar commands?			
		What kind of interactive visualizations and charting abilities does your solution support? (crosstabs, bar/3D bar, pie/doughnut, line, gauge, funnel, scatter, dot density, waterfall.... )			

Num	Item	Specifications as Requested	Specifications Offered	Notes remarks, Ref to doc	Evaluation notes
		Does your product line include map server functionality, so that if a query contains a geographical dimension the user can request the query results as a map?			
		Can your solution provide complex, multi-page layouts using different data sources without programming or workarounds?			
		Does your solution provide conditional suppression and automatic calculations?			
		Indicate the filter options your product provides (top n, bottom n, top n%, bottom n%, above n, below n, between n and m, etc.)?			
		Does your product support drill-through functionality to OLAP or relational structures?			
		Is ROLAP modelling supported in your solution?			
<b>6</b>	OLAP				
		Does your solution support OLAP analysis?			
		Does your solution provide an OLAP server?			
		Which OLAP Servers can your OLAP client access?			
		Does your OLAP architecture use MDX querying language?			

Num	Item	Specifications as Requested	Specifications Offered	Notes remarks, Ref to doc	Evaluation  notes
		Please list the grid functions available (e.g., drill down/up, expand/collapse, pivot, isolate/eliminate rows/columns, isolate/eliminate empty rows/columns, etc.). Indicate, for each grid function for which the question is appropriate, whether the function can be invoked for multiple members or only for a single member			
		Can users create, save and reuse a relative time period for a OLAP query?			
		Please List the visualizations available (e.g., grid, graph, scatter chart, etc.). Indicate if visualization is interactive in the user interface. If one is not interactive, indicate its form (gif, jpeg, Flash, etc.)			
<b>7</b>	Scorecarding				
		Does your solution provide platform for monitoring, measuring and managing performance			
		Can data exchange with OLAP and Reporting solution automatically?			
		Is drill-trough to OLAP, Reporting and Planning solution enabled?			
		Can users create their own metrics?			
		Can users create their own scorecards and views?			

**ANNEX II**

**Contract title:** Implementation of Business Intelligence Solution for the Kosovo Custom Administration

**BIDER'S NAME:** \_\_\_\_\_

**BI Solution Requirements**

**Business Experience**

**Please provide references to three projects with value more than 100.000 € -**

Num	Item	Specifications as Requested	Specifications Offered	Notes remarks, Ref to doc	Evaluation notes
1	Latest Project 1				
		Describe Project			
		Value of the project			
		No of staff engaged			
2	Latest Project 2				
		Describe Project			
		Value of the project			
		No of staff engaged			

3	Latest Project 3				
		Describe Project			
		Value of the project			
		No of staff engaged			

**ANNEX III**

**Contract title:** Implementation of Business Intelligence Solution for the Kosovo Custom Administration

**BIDER’S NAME:** \_\_\_\_\_

**BI Solution Requirements**

**Technical Support**

Num	Item	Specifications as Requested	Specifications Offered	Notes remarks, Ref to doc	Evaluation notes
<b>1</b>	Warranty				
		Please describe period of warranty			
<b>2</b>	Post-Implementation Support				
		Please describe your SLA?			

**ANNEX 3.****ELIGIBILITY CRITERIA****DECLARATION UNDER OATH**

According to Section 10.3 of the PPL-02/L-99,promulgated with Regulation Nr.2007/20

I, the undersigned, representing: [*the submitting economic operator*] declare under oath that this economic operator is eligible in accordance with section 61, of Law on Public Procurement in Kosovo, Law No. 02/L-99,as quoted thereupon.

I acknowledge to have read these provisions of the Law and certify that this economic does not find himself in any of the situation resulting in his ineligibility to participate in procurement procedure.

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

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

**Eligibility Requirements:** *(According to section 61 of the PPL-02/L-99 promulgated with Regulation No.2007/20)*  
**Eligibility of Economic Operator**

- 1. An economic operator shall not be eligible to participate in a procurement activity or in the performance of any public contract if such economic operator, or any employee, executive, manager or director thereof:**
  - a) participated in the preparation of the concerned contract notice or tender dossier, or any part thereof, being used by the concerned contracting authority; or
  - b) received assistance in preparation of its tender or requests to participate from a person or undertaking who or that participated in the preparation of the concerned contract notice or tender dossier, or any part thereof
- 2. An economic operator shall not be eligible to participate in a procurement activity or in the performance of any public contract if such economic operator, or any executive, manager or director thereof, has, in the past ten years:**
  - a. been determined by a court of competent jurisdiction to have committed a criminal or civil offence involving corrupt practices, money laundering, bribery, kickbacks or activities described, or similar to those described, in Section 117.1 of the public procurement law (see below) under the laws or regulations applicable in Kosovo or any country, or under international treaties or conventions;
  - b. been declared ineligible, by reason of conduct such as that described above, by any bank, institution or organization providing funds for general development, public investment or reconstruction;
  - c. been determined by a court of competent jurisdiction to have committed a serious offence by participating in the activities of a criminal organization, defined as a structured association established over a period of time and operating in a concerted manner to achieve financial gain through activities that are criminal or otherwise illegal where they take place; or
  - d. been determined by a court of competent jurisdiction to have committed an act of fraud or an act equivalent to fraud;
  - e. been determined to have engaged in unprofessional conduct by a court of competent jurisdiction, administrative agency or organization responsible for enforcing standards of professional conduct; or
  - f. been determined by the PRB or a court of competent jurisdiction to have made serious misrepresentation to any public authority in Kosovo or elsewhere.
- 3. An economic operator shall not be eligible to participate in a procurement activity or in the performance of any public contract if such economic operator:**
  - a) has, in the past two years, been adjudged to be bankrupt or insolvent by a court of competent jurisdiction or is currently a subject of proceedings: (i) for a declaration of bankruptcy, (ii) for an order of compulsory winding up or administration by the court or (iii) of any other similar proceedings under the law of Kosovo or any other jurisdiction;
  - b) is being wound up or administered, or its affairs are being wound up or administered, by a court of competent jurisdiction;
  - c) currently has in place an agreement or arrangement with its creditors providing for extended or reduced terms of payment if such terms were agreed to by such creditors because the economic operator had previously been unable to satisfy its obligations as they came due;
  - d) is in any situation analogous to a), b) or c) above arising from a similar procedure under the laws of its place of establishment or of a place where it conducts business;
  - e) is currently the subject of a judicial or administrative order suspending or reducing payments by or to such economic operator and resulting in the total or partial loss of the economic operator’s right to administer and/or dispose of its property;
  - f) is currently the subject of legal or administrative proceedings that may result in a judicial or administrative order suspending or reducing payments by or to such economic operator if such proceedings may also result in the economic operator being adjudged bankrupt or insolvent;
  - g) has, in the past three years, been adjudged by a court of competent jurisdiction to have seriously breached a contract with any public entity, public authority or public undertaking in Kosovo or elsewhere;
  - h) is currently delinquent in the payment of any social security contributions in Kosovo or the economic operator’s country of establishment, or is more than thirty (30) days delinquent in the payment of any amount owed to a public sector operator in Kosovo for water, electricity, gas or heat;
  - i) is currently delinquent in the payment of taxes in Kosovo or the economic operator’s country of establishment; or
  - j) has not yet complied with an order issued by the PRB or a review panel;
  - k) has a place of business in Kosovo but does not have a current and valid certificate of registration issued by Kosovo Registry of Business Organizations and Trade Names.

**Unlawful Influence, Retribution and Confidential Agreement**  
*(Section 117 of the PPL-02/L-99 promulgated with Regulation No.2007/20)*

117.1 Without prejudice to and subject to the relevant criminal and other applicable law it shall be a criminal violation of the present law punishable and enforceable under the relevant provisions of the criminal laws of Kosovo for any person:

- a. To provide, offer, solicit or accept or express or indicate a readiness to provide, offer, solicit or accept anything of value (including, but not limited to, money, an offer of employment, tangible or intangible property, a favour or service) for the direct or indirect benefit or enrichment of an employee, former employee, official or former official of a contracting authority, or any person or undertaking related to or associated with such an employee, former employee, official or former official wholly or partly for the purpose of influencing or attempting to influence a decision or action affecting or connected with the initiation, conduct or outcome of a procurement activity or review;
- b. to take any actions, or to express or indicate a readiness to take any of action, for the purpose of intimidating, coercing, harming or causing harm (physically, financially, or otherwise) to any person or undertaking, wholly or partly for the purpose of influencing, attempting to influence, or retaliating for a decision or action related to the initiation, implementation or outcome of a procurement activity or review;
- c. to solicit or enter into any agreement, arrangement or understanding with any other person or undertaking, if such agreement, arrangement or understanding has the purpose or effect of preventing, restricting or distorting competition for any public contract; or
- d. to facilitate or encourage any person or undertaking to engage in any conduct specified in item “a,” “b” or “c” above.

**ANNEX 4. REQUEST FOR CONFIDENTIALITY**

*According to Section 10.3 of the PPL-02/L-99, promulgated with Regulation No.2007/20*

To: Kosovo Customs  
Str. „Bulevardi Bill Clinton p/n  
10000 Prishtinë  
Tel & fax: 038 540 797  
E-mail: [prokurimi@dogana-ks.org](mailto:prokurimi@dogana-ks.org)

(Hereinafter “the Contracting Authority”)

WHEREAS [*insert name of economic operator*] (hereinafter “the Economic Operator”), meeting the requirements of the tender dossier under the above mentioned Procurement No., Section III.1.3 and/or III.1.4, has furnished business confidential information as follows:

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

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

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

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

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

<b>Economic Operator Identification</b>	
<b>Company Name</b>	
<b>Full Address</b>	
<b>Represented by:</b>	
<b>Name</b>	
<b>Position</b>	
<b>Signature</b>	
<b>Date</b>	
<b>Stamp</b>	

**ANNEX 5. REQUEST FOR ADDITIONAL INFORMATION**

*According to Section 51. of the PPL-02/L-99 promulgated with Regulation Nr.2007/20*

To: Kosovo Customs  
Str. „Bulevardi Bill Clinton p/n  
10000 Prishtinë  
Tel & fax: 038 540 797  
E-mail: prokurimi@dogana-ks.org

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

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

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

<b>Economic Operator Identification (EO)</b>	
<b>Name of EO:</b>	
<b>Full Address:</b>	
<b>Full Address:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Signature:</b>	
<b>Date:</b>	
<b>Stamp:</b>	

**ANNEX 6. CRITERIA FOR CONTRACT AWARD <sup>3</sup>**  
*(most economically advantageous tender)*  
 According to Section 50.3 of the PPL-02/L-99 promulgated with Regulation Nr.2007/20

**DEFINITION & WEIGHTING FOR the lot [<insert Nr.>]**

Categorizes		Criteria Description	Weight <sup>4</sup>	Valuation Method
<b>1</b>	<b>Lowest Price</b>	The weight of the price valued not less than 50%. Points <100x 50%> for the tender with the lowest price. The points of the tender are counted proportionally	<b>50%</b>	$C = \frac{C_u}{C_t} \times [100x\%]^5$
<b>2</b>	<b>Technical Approach</b>	Points <100x25 %> for the tender with more adopted technique. <b>Evaluated in a frame of criteria in Annex I</b>	<b>25%</b>	$T = \frac{T_t}{T_m} \times [100x\%]^6$
<b>3</b>	<b>Business Experience</b>	Points <100x20 %> for the tender with references for projects with the richer experience. <b>Evaluated in a frame of criteria in Annex II</b>	<b>20%</b>	$K = \frac{K_t}{K_m} \times [100x\%]^7$
<b>4</b>	<b>Technical Support</b>	Points <100x5 %> for the tender with the most adopted supporting technique. <b>Evaluated in a frame of criteria in Annex III</b>	<b>5 %</b>	$D = \frac{D_{sh}}{D_t} \times [100x\%]^8$
			<b>100 %</b>	

5. Wherein  $C =$  Points for tender,  $C_u =$  Low Price,  $C_t =$  Tender's Price.

6. Wherein  $T =$  Points for tender,  $T_t =$  Technical treatment of the Tender,  $T_m =$  Technical treatment with the most adopted technique propose, more approximate and more specification.

7. Wherein  $K =$  Points for tender,  $K_t =$  the experience in the business offered in Tender,  $K_m =$  the most richest experience of the business.

8. Where  $D =$  Points for the Tender,  $D_{sh} =$  the best Technical Support,  $D_t =$  Technical support of the tender.

<sup>4</sup> The weight given by each of criteria hearsay (in % - total of all the weights should be equal with 100)

**PART B: DRAFT CONTRACT & SPECIAL CONDITIONS & RELATED ANNEXES**

**CONTRACT SECTION I DRAFT<sup>9</sup> CONTRACT**

To: Kosovo Customs  
Str. „Bulevardi Bill Clinton p/n  
10000 Prishtinë  
Tel & fax: 038 540 797  
E-mail: [prokurimi@dogana-ks.org](mailto:prokurimi@dogana-ks.org)

<NAME OF CONTRACTING AUTHORITY> (“THE CONTRACTING AUTHORITY”),

And

<Name of Contractor> (acronym) (“the Contractor”)

have agreed as follows:

**CONTRACT TITLE:** “Services for design, development and implementation of the solution for the (business intelligence)”

**Procurement number:** 301/09/052/211

The subject of the contract shall be the [manufacture], [delivery], [installation], [commissioning], [maintenance], [after-sales service] at [enter place of delivery, performance time limit and Incoterm<sup>10</sup>] by the Contractor of the following supplies:

[general description of the services, including quantities], in <insert number>lot(s)

[lot no 1, general descriptions with an indication of quantities]

[lot no 2, general descriptions with an indication of quantities]

[lot no ...]

The contractor shall comply strictly with the terms of the Special Conditions and the technical annex [including any changes under the proposed variant].

[The place of acceptance of the services shall be [.....], the time limits for delivery shall be [.....] and the Incoterm applicable shall be

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<sup>9</sup> Word “Draft” should be removed from the contract when this form is modified by the Contracting Authority according to the conditions of the relevant procurement activity.

<sup>10</sup> Incoterms 2000 published by the International Chamber of Commerce



## **CONTRACT SECTION II            GENERAL CONDITION**

### **FOR SUPPLY CONTRACTS FINANCED BY KOSOVO CONSOLIDATED BUDGET**

#### **PRELIMINARY PROVISIONS**

##### **Article 1            Definitions**

- 1.1    **“Supply contract”** means a written agreement, with award in cash made within the contracting authority and one or more contractors (suppliers) that intend purchase lease with or without the possibility for purchase, instalment lease or part, of one or more products.
- 1.2    **“Service provider”** means any person, undertaking or public body, or group of such persons, undertakings and/or such bodies that provides and /or offers to provide services.
- 1.3    **“Products”** are determined as material goods that have economic value, including but without the restriction on the goods, articles, first materials, liquid, gas and concrete objects.
- 1.4    **“contracting authority”** means public authority that is part of this contract and according to the dispositions of this contract purchases the products that are the object of this contract. Whenever used this term in the dispositions of this contract has the same meaning with that determined in the PPL.
- 1.5    **“Contractor”** means a natural or legal person that is party of this contract and according to the dispositions of this contract supplies the goods that are the object of this contract.
- 1.6    **“Party (is)”** means the parties that sign the contract.
- 1.7    **“incoterms”** means international trade terms that compose interpretation rules of trade terms that determine the manner, costs and risks related to the transfer of the products by the contractor to the contracting authority.
- 1.8    **“Contract price”** means offered amount with tender by the contractor and accepted by the contracting authority and the same one determined in the contract which contracting authority is obliged to pay to the contractor for complete implementation of the contracting obligations.
- 1.9    **“After sale services”** means supporting services, as: installation, maintenance, reparation of the supplies, security of the spare parts that produces or distributes the contractor and/or similar obligations in relation with the supply of products.

##### **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 with the Technical Annex;
  - c) the Contractor's tender, including annexes;
  - d) the financial bid (Annex III);
  - e) the General Conditions (Annex I);
  - f) [the minutes of the information meeting/site visit];

- 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 Contractor 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 Contractor on the one hand, and the Contractor on the other hand, shall be sent by post, fax transmission, or delivered by hand in the address from parties for this purpose.
- 4.2 If the person sending a communication requires acknowledgement of receipt, he 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 there under, 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 35.
- 5.5 Assignees must satisfy the eligibility criteria applicable for the award of the contract.

#### **Article 6 Subcontracting**

- 6.1 A subcontract shall be valid only if it is a written agreement by which the Contractor entrusts performance of a part of his contract to a third party. Subcontracting should not exceed 40% of the contract value.
- 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 5 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 other criteria's specified in the tender dossier that are necessary for the performance of the contract.
- 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 a subcontractor signs a contract without approval, the Contracting Authority without official notice can implement the sanctions for breach of contract according to the rights given in section 35.

## **OBLIGATIONS OF THE CONTRACTING AUTHORITY**

### **Article 7 Supply of documents**

- 7.1** If necessary, within [30] days of the signing of the contract, the Contracting Authority shall, where necessary, provide the Contractor, free of charge, with a copy of the drawings prepared for the performance of the contract 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 Contracting Authority 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 Contracting Authority shall not be used or communicated to a third party by the Contractor without the prior consent of the Contracting Authority
- 7.3** The Contracting Authority 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 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.
- 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 performance dates for the contract.
- 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 perform 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 performance of the contract.
- 9.2** The Contractor shall comply with administrative orders given by the Contracting Authority. Where the Contractor considers that the requirement of an administrative order goes beyond

the scope of the contract, he shall, on pain of breach of contract, notify the Contracting Authority thereof, giving his reasons, within [30] days of receipt of the order. Execution of the administrative order shall not be suspended because of this notice.

- 9.3** The Contractor shall respect and abide by all laws and regulations in force in the state of the Contracting Authority 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.
- 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 Procurement Officer. 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

#### **Article 10 Staff**

The Contractor shall comply with the indicated names and professional qualifications of the staff being responsible for the provision of services. Any replacement of staff shall be approved by the contracting Authority within 30 days of the receipt of request thereon from the Contractor.

#### **Article 11 Performance guarantee**

- 11.1** The Contractor shall, within [30] days of receipt of the notification of the award of contract, furnish the Contracting Authority with a guarantee for the full and proper performance of the contract. The amount of the guarantee shall be specified in the Special Conditions. It shall not exceed 10% of the amount of the contract price, including any amounts stipulated in addenda to the contract.
- 11.2** 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.
- 11.3** The performance guarantee of the contract shall be in the format given in Part VI of the contract and may be provided in cash or similar form, in a form of a certified check, letter of credit or bank guarantee.
- 11.4** The performance guarantee shall be denominated in Euro. 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.
- 11.5** During the performance 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.
- 11.6** 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.
- 11.7** 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 [30] days of the issue of the final acceptance certificate.]

## **Article 12 Insurance**

- 12.1** An insurance policy may be required to cover the carriage of supplies; the conditions of this insurance policy may be specified in Article 12 of the Special Conditions, which may also specify other types of insurance to be taken out by the Contractor.
- 12.2** Notwithstanding the Contractor's insurance obligations under Article 12.1, the Contractor shall bear sole liability for, and indemnify the Contracting Authority and the Procurement Officer against, any claims by third parties for damage to property or personal injuries arising from the execution of the contract by the Contractor, his subcontractors and their employees.

## **Article 13 Performance programme**

- 13.1** If the Special Conditions so require, the Contractor shall submit a programme of performance of the contract for the approval of the Contracting Authority. The programme shall contain at least the following:
- a) the order in which the Contractor proposes to perform the contract including design, delivery to place of receipt, installation, testing;
  - b) the deadlines for submission and approval of the drawings;
  - c) a general description of the methods which the Contractor proposes to adopt for the contract performance; and
  - d) such further details and information as the Contracting Authority may reasonably require.
- 13.2** The Special Conditions shall specify the time limit within which the programme of performance must be submitted to the Contracting Authority 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 Contracting Authority approval or acceptance of the programme of performance, detailed drawings, documents and items. The approval of the programme by the Contracting Authority shall not relieve the Contractor of any of his obligations under the contract.
- 13.3** No material alteration to the programme shall be made without the approval of the Contracting Authority. If, however, the progress of the performance of the contract does not conform to the programme, the Contracting Authority may instruct the Contractor to revise the programme and submit the revised programme to him for approval.]

## **Article 14 Contractor's drawings**

- 14.1** If the Special Conditions so provide, the Contractor shall submit to the Contracting Authority 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 Contracting Authority may reasonably require for the performance of the contract.
- 14.2** If the Contracting Authority fails to notify his decision of approval referred to in Article 14.1 within the deadlines referred to in the contract or the approved programme of performance, 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.
- 14.3** Approved drawings, documents, samples and models shall be signed or otherwise identified by the Contracting authority and may only be departed from on the Contracting authority's instructions. Any of the Contractor's drawings, documents, samples or models which the Contracting authority fails to approve shall immediately be modified to meet the requirements of the Contracting authority and resubmitted by the Contractor for approval.
- 14.4** The Contractor shall supply additional copies of approved drawings in the form and numbers stated in the contract or in subsequent administrative orders.
- 14.5** The approval of the drawings, documents, samples or models by the Contracting authority shall not relieve the Contractor from any of his obligations under the contract.
- 14.6** The Contracting Authority 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.
- 14.7** Before provisional acceptance of the supplies, the Contractor shall supply operation and

maintenance manuals together with drawings, which shall be in such detail that will enable the Contracting Authority 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 15 Sufficiency of tender prices**

**15.1** 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 performance of the contract 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) performance 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.

**15.2** Since the Contractor is deemed to have determined his prices on the basis of his own calculations, operations and estimates, he shall, at no additional charge, carry out any work that is the subject of any item in his tender for which he indicates neither a unit price nor a lump sum.

#### **Article 16 Tax and customs**

**16.1** For supplies to be imported into the country of the Contracting Authority, all duties and taxes applicable to their importation, including VAT shall be included.

#### **Article 17 Patents and licences**

Save where otherwise provided in the Special Conditions, the Contractor shall indemnify the Contracting Authority 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.

### **COMMENCEMENT OF EXECUTION AND DELAYS**

#### **Article 18 Commencement order**

**18.1** The Contracting Authority shall fix the date on which performance of the contract is to commence and advise the Contractor thereof either in the notice of award of the contract or by administrative order issued by the Contracting Authority.

**18.2** Save where the Parties agree otherwise, performance of the contract shall begin no later than [90] days after notification of award of contract. After that date the Contractor shall be entitled not to perform the contract and to obtain its termination or compensation for the damage he has suffered. The Contractor shall forfeit this right unless he exercises it within [30] days of the expiry of the [90]-day period.

## **Article 19 Period of execution of tasks**

- 19.1** The period of execution of tasks shall commence on the date fixed in accordance with Article 18 and shall be as stated in the contract, without prejudice to extensions of the period which may be granted under Article 20.
- 19.2** If provision is made for separate periods of performance for separate lots, such periods shall not be aggregated in cases where one Contractor is allocated more than one lot.

## **Article 20 Extension of period of execution**

- 20.1** The Contractor may request an extension to the period of execution if his performance of the contract is delayed, or expected to be delayed, for any of the following reasons:
- a) 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 fulfil 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.
- 20.2** Within [15] days of realising that a delay might occur, the Contractor shall notify the Contracting Authority of his intention to make a request for extension of the period of performance to which he considers himself entitled and, save where otherwise agreed between the Contractor and the Contracting Authority, within [30] days provide the Contracting Authority with comprehensive details so that the request can be examined.
- 20.3** Within [30] days, by written notice to the Contractor, the Contracting Authority shall grant such extension of the period of performance as may be justified, either prospectively or retrospectively, or inform the Contractor that he is not entitled to an extension.

## **Article 21 Delays in execution**

- 21.1** 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 (0,05%) which shall elapse between the expiry of the contractual period and the actual date of completion, to liquidated damages equal to [5/100] of the value of the undelivered supplies to a maximum of [10%] of the total value of the contract.
- 21.2** 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 21.1 shall be calculated on the basis of the total contract value
- 21.3** If the Contracting Authority has become entitled to claim at least [10%] 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 22 Variations**

- 22.1** The quantitative objectives stated in the Special Conditions may not be materially changed under this contract.
- 22.2** The Contracting Authority 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, and 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 execution of the supplies. 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 22.6.
- 22.3** No variation shall be made except by administrative order, subject to the following provisos:
- a)** if, for whatever reason, the Contracting Authority believes it necessary to give an order orally, he 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 22.3.a and the confirmation is not contradicted in writing forthwith by the Contracting Authority, 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 bill of quantities or budget breakdown were too high or too low.
- 22.4** Save where Article 22.2 provides otherwise, prior to issuing an administrative order for a variation, the Contracting Authority 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 Contracting Authority a proposal containing:
- a description of the tasks, if any, to be performed or the measures to be taken and a performance programme;
  - any necessary modifications to the performance programme 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 22.
- 22.5** Following the receipt of the Contractor's submission referred to in Article 22.4, the contracting authority, shall decide as soon as possible whether or not the variation should be carried out. If the contracting authority decides that the variation is to be carried out, he 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 22.4 or as modified by the contracting authority in accordance with Article 22.6.
- 22.6** The prices for all variations ordered by the Contracting Authority in accordance with Articles 22.3 and 22.5 shall be ascertained by the Contracting Authority in accordance with the following principles:
- where the task is of similar character and executed under similar conditions to an item priced in the bill of quantities or budget breakdown, it shall be valued at such rates and prices contained therein;
  - where the task is not of similar character or is not executed 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 Contracting Authority;
  - 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 contracting authority, any rate or price contained in the contract for any item of work is by reason of such variation rendered unreasonable, then the Contracting authority shall fix such rate or price as he 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.

- 22.7** 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 time for completion 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 Contracting Authority at all reasonable times.
- 22.8** Contractual variations not covered by an administrative order must be formalised 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 Practical guide to contract procedures financed by the general budget of the Kosovo Consolidated Budget.

### **Article 23                    Suspension**

- 23.1** The Contracting Authority may, by administrative order, at any time, instruct the Contractor to suspend:
- a) the manufacture of the supplies to the place of acceptance at the time specified for delivery in the performance program or, if no time specified, at the time appropriate for it to be delivered; or;
  - b) the installation of the supplies which have been delivered to the place of acceptance.
- 23.2** 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 Contracting Authority, even if supplies have been delivered to the place of acceptance in accordance with the contract but their installation has been suspended by the Contracting Authority.
- 23.3** 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;
  - 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 Procurement Officer or the Contracting Authority.
- 23.4** The Contractor shall not be entitled to such additions to the contract price unless he notifies the Procurement Officer, within [30] days of receiving the order to suspend progress of delivery, of his intention to make a claim for them.
- 23.5** The contracting authority, after consultation with the Contractor, shall determine such extra payment and/or extension of the period of performance to be made to the Contractor in respect of such claim as shall, in the opinion of the Contracting Authority.
- 23.6** 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 Contracting Authority, request to proceed with the supplies within [30] days, or terminate the contract.
- 23.7** Where the award procedure or performance of the contract is vitiated by substantial errors or irregularities or by fraud, the Contracting Authority shall suspend performance 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. The purpose of suspending the contract shall be to verify whether presumed substantial errors and irregularities or fraud have actually occurred. If they are not confirmed, performance of the contract shall resume as soon as possible. A substantial error or irregularity shall be any infringement of a contract or regulatory provision resulting from an act or an omission that causes or might cause a loss to the consolidated budget of Kosovo.

## **MATERIALS AND WORKMANSHIP**

### **Article 24                      Quality of supplies**

- 24.1     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 for the purposes of identification throughout the period of performance.
- 24.2     Any preliminary technical acceptance stipulated in the Special Conditions should be the subject of a request sent by the Contractor to the Contracting Authority. 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 Contracting Authority as meeting the requirements for such acceptance prior to their incorporation in the supplies.
- 24.3     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 Contracting Authority.

### **Article 25                      Inspection and testing**

- 25.1     The Contractor shall ensure that the supplies are delivered to the place of acceptance in time to allow the Contracting Authority to proceed with acceptance of the supplies. The Contractor is deemed to have fully appreciated the difficulties which he might encounter in this respect, and he shall not be permitted to advance any grounds for delay.
- 25.2     The Contracting Authority 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.
- 25.3     For the purposes of such tests and inspections, the Contractor shall:
- a)        agree, with the Contracting Authority, the time and place for tests;
  - b)        give the Contracting Authority access at all reasonable times to the place where the tests are to be carried out.
- 25.4     If the Contracting Authority is not present on the date agreed for tests, the Contractor may, unless otherwise instructed by the Contracting Authority, proceed with the tests, which shall be deemed to have been made in the Contracting Authority's presence. The Contractor shall immediately send duly certified copies of the test results to the Contracting Authority, who shall, if he has not attended the test, be bound by the test results.
- 25.5     When components and materials have passed the above-mentioned tests, the Contracting Authority shall notify the Contractor or endorse the Contractor's certificate to that effect.
- 25.6     If the Contracting Authority and the Contractor disagree on the test results, each shall state his views to the other within 15 days of such disagreement. The Contracting Authority 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 Contracting Authority, 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.
- 25.7     In the performance of their duties, the Contracting Authority and any person authorised by him shall not disclose to unauthorised persons information concerning the undertaking's methods

of manufacture and operation obtained through inspection and testing.

## PAYMENTS

### Article 26 General principles

- 26.1** Payments shall be made in euro. 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.
- 26.2** 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.
- 26.3** Sums due shall be paid within no more than [45] calendar 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.
- 26.4** 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 there is evidence that the expenditure might not be eligible. In the latter case, an inspection may be carried out on the spot for the purpose of further checks. The 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.
- 26.5** The payments shall be made as follows:
- a) [[20] % of the contract price after the signing of the contract, against provision of the performance guarantee and a security guaranteeing repayment in full of; this pre-financing
  - b) [30] % of the contract price following provisional acceptance of the services;
  - c) [50] % of the contract price, as payment of the balance outstanding, following final acceptance of the services.
- 26.6** Where only part of the services have been delivered, the [30] % 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.
- 26.7** For services 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.]
- 26.8** The payment obligations of the Contracting Authority under this Contract shall cease at most [18] months after the end of the period of execution of the tasks, unless the Contract is terminated in accordance with these General Conditions.
- 26.9** Unless otherwise stipulated in the Special Conditions, contracts shall be at fixed prices, which shall not be revised.
- 26.10** The Contractor undertakes to repay any amounts paid in excess of the final amount due to the Contracting Authority within [45] days of receiving a request to do so. Should the Contractor fail to make repayment within the deadline set by the Contracting Authority, the Contracting Authority may (unless the Contractor is a government department or public body of Kosovo) increase the amounts due by adding interest at the rediscount rate on the first day of the month in which the time-limit expired, plus [three and a half] 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 (exclusive), and the date on which payment is actually made (inclusive). 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.

## **Article 27 Payment to third parties**

- 27.1** 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.
- 27.2** Notification of beneficiaries of the assignment shall be the sole responsibility of the Contractor.
- 27.3** In the event of a legally binding attachment of the property of the Contractor affecting payments due to him 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 28 Delayed payments**

- 28.1** 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 43 of these General Conditions. This period shall begin to run from the approval of these documents by the competent department referred to in Article 43 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.
- 28.2** Once the deadline laid down in Article 28.1 has expired, the Contractor may, within [two months] of late payment, claim late-payment interest at the rediscount rate applied by the issuing institution of Kosovo on the first day of the month in which the deadline expired, plus seven percentage points. The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).
- 28.3** Any default in payment of more than [90] days from the expiry of the period laid down in Article 28.1 shall entitle the Contractor either not to perform the contract or to terminate it, with [30] days' prior notice to the Contracting Authority.

## **ACCEPTANCE AND MAINTENANCE**

### **Article 29 Delivery**

- 29.1** The Contractor shall deliver the supplies in accordance with the conditions of the contract. The services shall be at the risk of the Contractor until their provisional acceptance.
- 29.7** 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 30 Verification operations**

- 30.1** 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 services.
- 30.2** The Contracting Authority 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 Contracting Authority, are not in accordance with the contract;
  - b)** the removal and proper re-installation, notwithstanding any previous test thereof or interim payment thereof, of any installation which in respect of materials, workmanship or design for which the Contractor is responsible, is not, in the opinion of the Contracting Authority, in accordance with the contract;
  - c)** 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

fulfil the requirements of the contract.

**30.3** 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.

**30.4** The provisions of Article 30 shall not affect the right of the Contracting Authority to claim under Article 21, nor shall it in any way release the Contractor from any warranty or other obligations under the contract.

### **Article 31 Provisional acceptance**

**31.1** The services shall be taken over by the Contracting Authority when they have been delivered in accordance with the contract, have satisfactorily passed the required tests, and a certificate of provisional acceptance has been issued.

**31.2** The Contractor may apply, by notice to the Contracting Authority, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The Contracting Authority 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 services 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.

**31.3** Should exceptional circumstances make it impossible to proceed with the acceptance of the services during the period fixed for provisional or final acceptance, a statement certifying such impossibility shall be drawn up by the Contracting Authority 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 services in a state suitable for acceptance.

**31.4** If the Contracting Authority fails either to issue the certificate of provisional acceptance or to reject the supplies within the period of [30] days, he 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 34.2 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.

**31.5** In case of partial delivery, the Contracting Authority reserves the right to give partial provisional acceptance.

**31.6** Upon provisional acceptance of the services, the Contractor shall dismantle and remove temporary structures and materials no longer required for use in connection with the performance 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 32 Warranty obligations**

**32.1** The Contractor shall warrant that the services compliant with the technical specifications and other descriptions and requirements of the tender dossier and the tender form. This warranty shall remain valid as specified in the Special Conditions.

**32.2** The Contractor shall be responsible for making good any defect in or damage to, any part of the services which may appear or occur during the warranty period and which:

- a) results from the use of defective materials, faulty workmanship or design of the Contractor; 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.

- 32.3** 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 Contracting Authority. 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.
- 32.4** If any such defect appears or such damage occurs during the warranty period, the Contracting Authority or the Procurement Officer 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 work 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.
- 32.5** In emergencies, where the Contractor cannot be reached immediately or, having been reached, is unable to take the measures required, the Contracting Authority may have the work carried out at the expense of the Contractor. The Contracting Authority shall as soon as practicable inform the Contractor of the action taken.
- 32.6** The maintenance 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 32.3.

#### **Article 33 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 of services.

#### **Section 34 Final acceptance**

- 34.1** 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 Contracting Authority 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 Contracting Authority's satisfaction. The final acceptance certificate shall be issued by the Contracting Authority within [30] days of the expiry of the warranty period or as soon as any repairs ordered under Article 32 have been completed to the satisfaction of the contracting authority.
- 34.2** 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 Contracting Authority.
- 34.3** 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 35 Breach of contract**

- 35.1** A Party shall be in a breach of contract if it fails to discharge any of its obligations under the contract.
- 35.2** 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.

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

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

The amount and procedures for these damages shall be laid down in the Special Conditions.

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

#### **Article 36 Termination of the Contract by the Contracting Authority**

**36.1** 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 Contracting Authority requiring him to make good any neglect or failure to perform his obligations under the contract which seriously affects the proper and timely performance of the services;
- c) the Contractor refuses or neglects to carry out administrative orders given by the Contracting Authority;
- d) the Contractor assigns the contract or subcontracts without the authorisation 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 organisation or any other illegal activity detrimental to the Communities' financial interests;
- i) the Contractor, following another procurement procedure or grant award procedure financed by the Community budget, has been declared to be in serious breach of contract for failure to perform its contractual obligations;
- j) any organisational 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;
- k) any other legal disability hindering performance of the contract occurs;
- l) 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.

**36.2** 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 on behalf of the Contractor. The Contractor's liability for delay in completion shall immediately cease upon termination without prejudice to any liability thereunder that may already have occurred.

**36.3** The Contracting Authority shall, upon the issue of the notice of termination of the contract, instruct the Contractor to take immediate steps to bring the execution of the supplies to a close in a prompt and orderly manner and to reduce expenditure to a minimum.

- 36.4** In the event of termination, the Contracting Authority 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.
- 36.5** 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..
- 36.6** If the Contracting Authority terminates the contract it shall be entitled to recover from the Contractor any loss it has suffered under the contractual conditions set out in Article 2 of the Special Conditions.

**Article 37 Termination by the Contractor**

- 37.1** 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 Contracting Authority 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 services, or any part thereof, for more than [60] days, for reasons not specified in the contract or not attributable to the Contractor.
- 37.2** Termination shall be without prejudice to any other rights or powers under the contract of the Contracting Authority and the Contractor.
- 37.3** In the event of such termination, the Contracting Authority shall pay the Contractor for any loss or damage the Contractor may have suffered.

**Article 38 Force majeure**

- 38.1** 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, whichever is the earlier.
- 38.2** 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.
- 38.3** Notwithstanding the provisions of Articles 21 and 36, 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 performance 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 28 and 37, shall the Contracting Authority be liable for the payment of interest on delayed payments, for non-performance 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.
- 38.4** 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 Contracting Authority, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the contracting authority in writing, the 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 him from performing. The Contractor shall not employ such alternative means unless directed to do so by the Contracting Authority.
- 38.5** If the Contractor incurs additional costs in complying with the Contracting Authority's

directions or using alternative means under Article 38.4, the amount thereof shall be certified by the Contracting Authority.

- 38.6** 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 performance of the contract.

#### **Article 39                      Death**

- 39.1** 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.
- 39.2** 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.
- 39.3** In the cases provided for in Articles 39.1 and 39.2, 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 performance 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                      Amicable dispute settlement**

- 40.1** The Parties shall make every effort to settle amicably any dispute which may arise between them. Once a dispute has arisen, the Parties shall notify each other in writing of their positions on the dispute and any solution which they consider possible. If either Party deems it useful, the Parties shall meet and try and settle the dispute. A Party shall respond to a request for amicable settlement within [15] days of such a request. The maximum period laid down for reaching such a settlement shall be [30] days from the commencement of the procedure. Should the attempt to reach an amicable settlement fail or a Party fail to respond in time to requests for a settlement, either Party shall be free to proceed to the next stage of the dispute-settlement procedure by notifying the other.
- 40.2** If the amicable dispute-settlement procedure fails, the Parties may agree to try conciliation through the [insert institution]. If no settlement is reached within [30] days of the start of the conciliation procedure, each Party shall be entitled to move on to the next state of the dispute-settlement procedure.

#### **Article 41                      Dispute settlement by litigation**

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

- a) either a ruling from a court
- b) or an arbitration ruling

in accordance with the Special Conditions of this contract.

## **ETHICS CLAUSES**

### **Article 42 Ethics clauses**

- 42.1** 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 tender.
- 42.2** 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 contract.
- 42.3** This prohibition also applies to any other public procurement activity that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 42.4** When putting forward a tender, the tenderer shall declare that he is affected by no potential conflict of interest and has no particular link with other tenderers or parties involved in the procurement activity. Should such a situation arise during performance of the contract, the Contractor must immediately inform the Contracting Authority.
- 42.5** The Contractor must at all time 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.
- 42.6** 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.
- 42.7** 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.
- 42.8** 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.
- 42.9** 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.
- 42.10** 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 without further notice and without the Contractor having any claim to compensation.
- 42.11** Procurement Review Body reserves the right to suspend or cancel contract 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.
- 42.12** 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 not paid as a 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 ( after which is hidden any other company).
- 42.13** The Contractor undertakes to supply the Procurement Review Body (PRB) on request with all supporting documents relating to the conditions of the contract's execution. The PRB may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

### **Article 43 Administrative and financial penalties**

- 43.1** Without prejudice to the application of penalties laid down in the contract, a Contractor who has been guilty of making false declarations or has been found to have seriously failed to meet his contractual obligations in an earlier procurement procedure shall be excluded from all contracts and grants financed by the Community budget for a maximum of two 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 PRB 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 three years in the event of a repeat offence within five years of the first infringement.
- 43.2** If the Contractor is found to have seriously failed to meet its contractual obligations, it shall incur financial penalties representing [20] % of the total value of the contract in question. That rate may be increased to [20] % in the event of a repeat offence within five years of the first infringement

**Article 44**                      **Checks and audits**

- 44.1** The Contractor shall allow the Kosovo General Auditor to verify, by examining the documents or by means of on-the-spot checks, the implementation of the contract and conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the contract. These inspections may take place up to [7 years] after the final payment.

## **CONTRACT SECTION III    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 authorisation of the competent Commission departments, other clauses may be introduced to cover specific situations.

<b>Article 2</b>	<b>LAW APPLICABLE .....</b>	<b>50</b>
<b>Article 4</b>	<b>COMMUNICATIONS.....</b>	<b>Error!</b>
	Bookmark not defined.	
<b>Article 7</b>	<b>SUPPLY OF DOCUMENTS.....</b>	<b>Error! Bookmark</b>
	not defined.	
<b>Article 8</b>	<b>ASSISTANCE WITH LOCAL REGULATIONS.....</b>	<b>Error!</b>
	Bookmark not defined.	
<b>Article 9</b>	<b>THE CONTRACTOR'S OBLIGATIONS.....</b>	<b>Error!</b>
	Bookmark not defined.	
<b>Article 11</b>	<b>PERFORMANCE GUARANTEE.....</b>	<b>Error!</b>
	Bookmark not defined.	
<b>Article 12</b>	<b>INSURANCE.....</b>	<b>Error!</b>
	Bookmark not defined.	
<b>Article 13</b>	<b>PERFORMANCE PROGRAMME (TIMETABLE.....</b>	<b>Error!</b>
	Bookmark not defined.	
<b>Article 14</b>	<b>CONTRACTOR'S DRAWINGS.....</b>	<b>Error! Bookmark</b>
	not defined.	
<b>Article 15</b>	<b>TENDER PRICES.....</b>	<b>Error! Bookmark not</b>
	defined.	
<b>Article 17</b>	<b>PATENTS AND LICENCES.....</b>	<b>Error! Bookmark</b>
	not defined.	
<b>Article 18</b>	<b>COMMENCEMENT ORDER.....</b>	<b>Error!</b>
	Bookmark not defined.	
<b>Article 19</b>	<b>PERIOD OF EXECUTION.....</b>	<b>Error! Bookmark not</b>
	defined.	
<b>Article 24</b>	<b>QUALITY OF SUPPLIES.....</b>	<b>Error! Bookmark</b>
	not defined.	
<b>Article 25</b>	<b>INSPECTION AND TESTING.....</b>	<b>Error! Bookmark</b>
	not defined.	
<b>Article 26</b>	<b>METHODS OF PAYMENT.....</b>	<b>Error!</b>
	Bookmark not defined.	
<b>Article 31</b>	<b>PROVISIONAL ACCEPTANCE.....</b>	<b>Error!</b>
	Bookmark not defined.	
<b>Article 32</b>	<b>WARRANTY.....</b>	<b>Error!</b>
	Bookmark not defined.	
<b>Article 33</b>	<b>AFTER-SALES SERVICE.....</b>	<b>Error! Bookmark</b>
	not defined.	
<b>Article 35</b>	<b>BREACH OF CONTRACT.....</b>	<b>Error! Bookmark</b>
	not defined.	

- Article 40 AMICABLE SETTLEMENT OF DISPUTES**.....Error! Bookmark not defined.
- Article 41 DISPUTE SETTLEMENT BY LITIGATION**.....Error! Bookmark not defined.
- Article 45 FURTHER ADDITIONAL CLAUSES**.....Error! Bookmark not defined.

**Article 2 Law applicable**

2.1 for contracts awarded according to PPL-02/L-99), Kosovo Laws that are in poker shall apply in all matters not covered by the provisions of the contract.

2.2 The language used shall be <language of the procedure >.

**Article 4 Communications**

[Indicate here the addresses of the parties, their other coordinates, the contact persons, the documents to provide, as well as the procedure to be used y the Parties to communicate if necessary]

**Article 7 Supply of documents**

[Indicate here the documents to be supplied and, if necessary, the procedure used by the Contracting Authority]

**Article 8 Assistance with local regulations**

[Specify the procedures for obtaining permits, visas, authorisation or licences or, at least, specify the relevant reference texts, if necessary]

**Article 9 The Contractor's obligations**

[Specify any additional obligations the Contractor may be under]

[Specify the documents to be provided and the procedure used, if necessary, by the Contracting Authority to approve drawings and other documents provided by the Contractor.]

**Article 11 Performance guarantee**

[Indicate the amount of the performance guarantee and the part in respect of after-sales service]

**Article 12 Insurance**

[Specify any specific insurance requirements]

**Article 13 Performance programme (timetable)**

[Specify the specific requirements of the performance programme with dates and deadlines]

**Article 14 Contractor's drawings**

[Specify the drawings required from the Contractor, the procedures for approving them and requirements relating to any manuals]

**Article 15 Tender prices**

[Specify any additional provisions regarding Article 15 of the General Conditions]

**Article 17 Patents and licences**

[Specify whether there is derogation from Article 17 of the General Conditions]

**Article 18 Commencement order**

18.1 [Specify the date on which performance of the contract is to commence]

**Article 19 Period of Execution**

19.1 [Specify the execution period(s) according to the date stipulated in the previous Article]

**Article 24 Quality of supplies**

[indicate here if a preliminary technical acceptance is required]

**Article 25 Inspection and testing**

[Specify the places/goods to be inspected and tested in accordance with Article 25 of the General Conditions and the practical arrangements for testing]

**Article 26 Methods of payment**

26.1 Payments shall be made

[Specify the administrative or technical conditions governing payments of pre-financing, interim and/or final payments]

Payments shall be authorised and made by [give the address of the relevant unit and any other relevant information].

In order to obtain payments, the Contractor must forward to the authority referred to in paragraph 26.1 above:

- a) **Before the project is implemented there will not applicable any down payment, payment in % or any precursory payment.**

**26.9 Price revision**

<Specify whether the contract includes a price revision clause >

**Article 31 Provisional acceptance**

[Specify any detailed arrangements for provisional acceptance]

**Article 32 Warranty**

[Specify any additional obligations under the warranty]

**Article 33 After-sales service**

33.1 [Give details of any after-sales service that the Contractor must provide and specify the proportion of the performance guarantee assigned to that activity]

33.2 [Other services]

**Article 35 Breach of contract**

35.3 [Precise here the modalities used for damages]

**Article 40 Amicable settlement of disputes**

[Specify whether the conciliation procedure applies]

**Article 41 Dispute settlement by litigation**

a) Any dispute between the Parties that may arise during the performance of this contract and that it has not been possible to settle otherwise between the Parties shall be submitted to <specify competent court> in accordance with the Kosovo law.

b) any dispute between the Parties that may arise during the performance of this contract and that it has not been possible to settle otherwise between the Parties shall be submitted to the arbitration of <specify dispute-settlement body> in accordance with <specify arbitration rules (rules of International Chamber of Commerce, United Nations Commission on International Trade Law, or other internationally recognised arbitration procedure)>.

**Article 45 Further additional clauses**

[Add other clauses as appropriate for the specific purpose of the contract, not contradictory to Kosovo Law]

## **CONTRACT SECTION IV TECHNICAL SPECIFICATIONS**

### **Part 1 – [to be specified by the Contracting Authority in the tender dossier]**

The technical specifications related to this supply contract are described in the part A, section IV.4 and in Annex 4 of the Tender Dossier

### **Part 2 – Contractors Technical offer**

The technical specifications offered by the Contractor are specified in his tender <reference of the tender>

**CONTRACT SECTION V**

**MODEL FINANCIAL OFFER (TO BE TAILORED TO THE SPECIFIC CONTRACT)**

**PROCUREMENT REFERENCE:** 301/09/052/211 **NAME OF TENDERER:** <.....> **PAGE NO** <...> **OF** <...>

<...>**LOT 1**

A	B	C	D	E
ITEM.	DESCRIPTION OF ARTICLES	QTY	UNIT COST <PLACE AND ACCEPTANCE > DDP- €	TOTAL €
1	“Services for design, development and implementation of the solution for the (business intelligence)”	The project		
<b>OVERAL TOTAL:</b>				

*(Total cost of spare parts and/or consumables, should not be included in the overall cost)*

Done at <.....>, <././.>

by <name>

On behalf of <.....>

[tenderers stamp and signature]

**CONTRACT SECTION VI MODEL PERFORMANCE GUARANTEE**

**[On the headed notepaper of the financial institution providing the guarantee]  
guarantors' declaration  
PERFORMANCE SECURITY**

To: Kosovo Customs  
Str. „Bulevardi Bill Clinton p/n  
10000 Prishtinë  
Tel & fax: 038 540 797  
E-mail: prokurimi@dogana-ks.org

**[name of contracting authority]**

(Hereinafter “the Contracting Authority”).

On behalf of: [name and address of economic operator] (Hereinafter “Economic Operator”)

**Title of the procurement activity:** “Services for design, development and implementation of the solution for the (business intelligence)”

**Procurement Number:** 301/09/052/211

WHEREAS the economic operator has undertaken to post a tender security referring to Tender Dossier, with the abovementioned procurement number dispatched by the Contracting Authority;

AND WHEREAS the Economic Operator wants to post a guarantee for the sum specified in the tender dossier;

AND WHEREAS we have agreed to give the Economic Operator such a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Economic Operator, up to a total of 10 % of the amount/value of the contract and we undertake to pay you, upon your first written demand declaring the Economic Operator to be in default because:

- a) The contracting authority based on the objectively verified evidences stated that economic operator has failed complete its obligations under the contract this has caused to the contracting authority substantial loss and/or substantial expenses in obtaining the completion of such contract;
- b) The Economic Operator has failed to perform signed contract , which leaves unpaid many workers , subcontractors, and/or material suppliers; and
- c) Contracting authority after agreed with section 59 of the PPL-02/L-99 has sufficient reason to believe that economic operator has submitted un-performable tender.

Payment in the limited sum of <amount of guarantee> as aforesaid shall be made without disagreement or complaint, as soon as possible after the registration of your demand with the confirmation of “acceptance”.

**This guarantee is valid until <date and time>>**      Signature and seal of the Guarantors

\_\_\_\_\_  
Name of financial institution  
\_\_\_\_\_

\_\_\_\_\_  
Address  
Date

## CONTRACT SECTION VII

### 1. FINANCIAL IDENTIFICATION

ACCOUNT HOLDER
<b>Name</b>
<b>Address</b>
<b>City</b>
<b>Postal Code</b>
<b>Contact</b>
<b>Telephone</b>
<b>Fax</b>
<b>E-mail</b>
<b>VAT number</b>

BANK
<b>Name</b>
<b>Address</b>
<b>City</b>
<b>Postal Code</b>
<b>Country</b>
<b>Bank Account</b>
<b>IBAN (optional)</b>
<b>BIC (optional)</b>

#### REMARKS:

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

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

**Remark:** This document is not obligatory to be fulfilled in the occasion of fulfillment of the tender dossier from all Economical Operator, except for tenderer that is recommended for contract award after the end of tendering procedure, according to Administrative Instruction no. 2006/1 dated 12.09.2006.

## **PART C TENDER FORM FOR A SERVICE CONTRACT**

You have to fill up all parts of the form presented hereafter and the related documents as listed. You shall complete all indication within brackets [ ] and written in *italic font*. **You have to sign or/and stamp the form and the related documents as requested. Any missing signature or stamp will exclude your tender to participate.**

You have to proceed with your tender as mentioned in the part A Section IV of this tender dossier

The outer envelop (or package when many documents) shall content:

**One original tender (Tender Form + all required documents) + <specified number as per part A 2 copies (Tender Form + all required documents)**

The tender form comprises:

1.	SUBMITTED BY .....	56
2.	TENDERER'S DECLARATION(S) .....	57
3.	LIST OF REQUIRED DOCUMENTS.....	59
4.	PRICE SPECIFICATIONS.....	61

All required documents shall be added to the Tender form to compose the complete tender. < **specified number** > **2 copies** of this complete tender shall be done and each complete set of copies in a separate envelop (or package when many documents) as said in the part A Section IV.4 of this tender dossier.

**Procurement number:** 301/09/052/211

**Title of contract:** “Services for design, development and implementation of the solution for the (business intelligence)”

To: Kosovo Customs  
Str. „Bulevardi Bill Clinton p/n  
10000 Prishtinë  
Tel & fax: 038 540 797  
E-mail: prokurimi@dogana-ks.org

### **2. SUBMITTED BY**

<b>ECONOMIC OPERATOR IDENTIFICATION (EO)</b>	
<b>NAME OF EO</b>	
<b>FULL ADDRESS</b>	
<b>REPRESENTED BY:</b>	
<b>NAME</b>	
<b>POSITION</b>	
<b>SIGNATURE</b>	
<b>DATE</b>	
<b>STAMP</b>	

**In case of Group of Economic Operators:**

	Name(s)	Place-residency
Partner 1*		
Etc ... *		

## 2. TENDERER'S DECLARATION(S)

**To be completed and signed by the tenderer (including one from each partner in a group/consortium).**

To: Kosovo Customs  
Str. „Bulevardi Bill Clinton p/n  
10000 Prishtinë  
Tel & fax: 038 540 797  
E-mail: prokurimi@dogana-ks.org

(hereinafter “the Contracting Authority”)

In response to your letter of invitation to tender for the above contract,

We, the undersigned, hereby declare that:

- 1 We have examined and accept in full the content of the tender dossier No 301/09/052/211 of date of the tender dossier 28.05.2008. **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 lay down, without reserve or restriction:

**[If the object of the contract is divided in lots]<sup>13</sup>:**

***Description of the supplies including origin:***

Lot no [...]: [.....]

3. Total tender price [excluding the discounts described under point 4] is:

***The total tender price per lot, in figures and in words:***

Lot no [...]: [.....]

**[The object of contract is not divided in lot(s):**

***Description of supplies including the origin:***

[.....]

**Total tender price [excluding the discounts described under point 4] is:**

<sup>13</sup> Not applicable if object of the contract is not divided in lot(s).

**Total tender price in figures:**

[.....Euro]

**And in words [.....Euro]**

4. We will grant a discount of [%], or [.....] [*in the event of our being awarded Lot No .....*].
5. This tender is valid for a period of [.....] from the final date for submission of tenders, i.e. until [.../.../.....].
6. [If our tender is accepted, we undertake to provide a performance guarantee of [.....], as required by Article 11 of the General Conditions.]
  
7. Economic Operator [*and our subcontractors*] has/have the following nationality:  
  
[.....]
  
8. We are making this application in our own right and [**as partner in the consortium** led by < name of the leader / ourselves >]\* for this tender [Lot No]. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorised to bind, and receive instructions for and on behalf of, each member, that the performance of the contract, including payments, is the responsibility of the lead partner, and that all partners in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's performance].
  
9. We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the KCB.
  
10. 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.

**Name and first name:** [.....]

**Duly authorised to sign this tender on behalf of:**

[.....]

**Place and date:** [.....]

**Stamp of the Economic Operator:**

### 3. LIST OF REQUIRED DOCUMENTS

This tender form includes the following annexes (**mandatory** for a valid tender):

***Tenderers must check that the listed items and documents, duly filled in and signed, are included in each exemplar of this tender.***

**One original tender (Tender Form filled in and duly signed+ all required documents) + 2 copies (Tender Form filled in and duly signed + all required documents)**

#### **Required documents:**

[shall correspond to all requirements stated in Part A, of the Tender Dossier]

#### **If the tender is submitted by a group of economic operators**

- a. An original certificate signed on establishment of consortium- the original is required
- b. A clear statement that all members of the group are jointly and individually liable for the contents of the tender of the group and, if given the group contract, for the realization of contract
- c. Registration as business operator in professional registry, commercial and/ or of corporation in your country where established (Certification on VAT and Registration of Business) copy is requested for each member

#### **Documentary evidence of eligibility:**

- a. One declaration under oath that you meet the eligibility requirements of Law No. 2003/17, Section 61,
- b. A Certification signed by the Tax Administration of your country, stating that you are not delaying on payment of taxes at least for the least for the period of first quarter of 2009 (TM1)
- c. Certified evidence (invoice or contract) on payment of electric bill, at least for the period of first quarter of 2009- (mandatory for the Economic Operators only in case he is rewarded with a contract)

#### **Documentary evidence of qualification [if applicable]:**

##### **[Concerning professional suitability [specified]]**

- a. Certificate on the Business Registration along with the document Information on Business;
- b. V.A.T Certificate; (Local operators)
- c. Registration of the legation in Kosovo (only for the Economic Operator in case he is rewarded with a contract)

##### **Concerning economic and financial standing [specified]]**

- a. Reference for services and similar supplies or same in the last three years in a total value of at least 2 million €
- b. Evidence about the annual traffic for the last three years in value of 3 million €

#### **Requirement(s) to each group member in case the tenderer is a group of economic operators:**

- a. Reference for services and similiar supplies or same for the last three years in a total value of 2 million € (only for the leader of the group);
- b. Evidence about the annual traffic for the last three years in value of 3 million € (only for the leader of group)

**c. [Concerning technical and/or professional capability [specified]]**

- a.** The list of technical personnel, CV, for the professional staff (staff qualifications)
- b.** Evidence in written about the authorization for the license sale
- c.** Annexes I,II,III attached to the tenders file to be filled by the side of the economic operator in the required format

**[Requirement(s) to each group member in case the tender maker is a group of economic operators:**

- a.** The list of technical operators, CV, for the professional staff (staff qualifications) (only for the leader of the group);
- b.** Written evidence about the authorization for the license sale (only for the group leader);
- c.** Annexes I,II,III attached to the tenders file to be filled by the side of the economic operator in the required format (only for the group leader);

**Security requirements [if applicable]**

Tender security of amount of 5% of the amount/value of the bid. Validity of tender security is 90 + 30 (one hundred and twenty) days or 4 (four) months.

#### 4. PRICE DESCRIPTION

**LOT [No 1]>**

Item No.	Description	Qty	Unit price DDP <sup>14</sup> - €	total €
1/1	Analysys & Requirements Functional Specification (Please describe type of work and provide prices per hourly rate)			
1/2	Technical Design & Development (Please describe type of work and provide prices per Report)	80		
1/3	BI Demonstrations & Knowledge Transfer (Please describe type of work and provide prices per hourly rate or deliverables)			
1/4	Licences Required  If your solution requires licences for different access level, please provide prices per licence:  a) Administrator License Qty (1)  B) BI Analyst License Qty (14)  c) End User’s License Qty (60)	75		
<b>overall total:</b>				

<b>ECONOMIC OPERATOR IDENTIFICATION (EO)</b>	
<b>NAME OF EO:</b>	
<b>NAME AND FIRST NAME OF EO REPRESENTATIVE:</b>	
<b>SIGNATURE:</b>	
<b>DATE:</b>	
<b>STAMP:</b>	