

13 Jul-Plantaže ad Podgorica

Register No: 6955/18/1

Place and date: Podgorica, 09.01.2019.

**REQUEST FOR COLLECTING THE BIDS FOR  
THE PROCUREMENT PROCEDURE  
of the Baler**

**I Data on the Procurer**

Procurer: <b>13 Jul Plantaže a.d.</b>	Contact person: Presiding of the Committee
Adress: <b>Put Radomira Ivanovića br.2</b>	Postal No. <b>81000</b>
Main office: <b>Podgorica</b>	Fiscal Ident.No.(Comp.Reg.No.) <b>.02016281</b>
Tel: <b>0038220658 051</b>	Fax: <b>00382 20 658 051</b>
E-mail:	goran.milic@plantaze.com

**II Subject of the procurement****a) Type of the public procurement subject** **Goods****b) Description of the procurement subject**

Procurement of the baler for compressing the grapevine prunings into bales

**III Manner of the determination of the subject and assessed value of the procurement** **Assessed value of the procurement subject**

The procurement subject is procured as :

a whole , the asseseesd value of the baler without VAT amounts to : €100.000,00 with the included VAT the amount is € 121.000,00.

TOTAL:

VAT not included: 100.000,00 €  
with VAT included: 121.000,00 €

## **IV Conditions for taking part in the procurement procedure**

### **a) Compulsory conditions**

Only a bidder who meets the following requirements may take part in the procurement procedure :

- 1) Must be registered with the competent public authority for the registration of the business entities;
- 2) Must prove that he or his legal representative has not been convicted by judgement absolute for any criminal offence as members of the organized crime with the corruption, money laundry and fraud;

### **Proof of the fulfillment of the compulsory conditions**

The fulfillment of the compulsory conditions shall be proved by submitting the following proofs:

- 1) Proof on the registration with the competent public authority for the registration of the business entities with the data on the authorized persons of the bidder;
- 2) Proof by the competent authority, issued on the grounds of the criminal record which must not be older than 6 months by the day of public opening of the bids;

### **b) Facultative conditions**

#### **b1 ) economic-financial capability**

Meeting the conditions of the economic-financial capability shall be proved by submission of:

- report on the accounting and financial condition- balance sheet and profit and loss account with the authorized auditor 's report in accordance with the law by which the accounting and audit have been regulated for the previous two years, ie for the period from the registration.

#### **b2) professional-technical and human resources capacity**

**Whether conditions of professional-technical and human resources capacity are met in the public procurement procedure for goods is evidenced by submitting one or more evidences, and so as follows:**

- x the measures for providing the quality management system:

#### **ISO 9001**

A bidder should submit the proof that he holds the international standard for quality management in the business organization

x the measures for providing the environment protection system :

**ISO 14001**

A bidder should submit the proof that he holds the international standard for the environment protection management systems.

x the measures for the provision of the work protection system:

**OHSAS 18001**

A bidder should submit the proof that he holds the international standard for the work protection management systems.

x samples, descriptions, ie photos of the goods which are the subject of the delivery and the authenticity of which the bidder is obliged to confirm , in case that the Procurer requires it :

- Technical sheet of the goods
- MSDS (safety sheet)
- Spare parts sheet
- Cross section of the machine with all integral components of the machine

□ statements of the intention and the subject of subcontracting with the list of the subcontractors, ie subcontractors with close details (name, address, percentual participation and similar).

**V Validity period of the bid**

Validity period of the bid is 60 days from the day of the public opening of the bids.

**VI Time limit and place of execution of the Contract**

- Time limit for the execution of the Contract is 180 days from the day of the conclusion of the Contract.
- Manner and time schedule of delivery: delivery of the whole, specified quantity in the period by the 5<sup>th</sup> of February 2019.
- The place of the execution of the Contract is Procurer's warehouse Podgorica.

**VII Language of the bid**

- x Montenegrin language and other language, used officially in Montenegro in accordance with the Constitution and law
- x English language

## **VIII Criteria for the selection of the most favourable bid:**

Criteria for the selection of the most favourable bid is:

- economically the most favourable offer
1. Reference list – 15 points
  2. Functional characteristics of the machine – 15 points
  3. Price- 70 points

Category 1 will be calculated ,as follows:

$$\frac{\text{(number of the sold balers 2015-2016-2017)} \times 30 \text{ points}}{\text{( the greatest number of the sold balers 2015-2016-2017)}}$$

Note: The number of the confirmed references shall be checked from the document ‘ the confirmation of the reference procurements’ and submitted profit and loss accounts from the part of the economic-financial capabilities as the check up of the authenticity of the confirmed references.

Confirmation of the reference procurements



Microsoft Office  
Word Document

Category 2 shall be scored in the following manner:

- operational safety of the machine – 5 points
- functionality of the machine – 10 points

Category 3 shall be calculated as follows:  $C_{\text{lowest price}} / C_{\text{offered price}} * \text{number of points}$ .

## **IX Time limit and place of submitting the bids and opening of the bids**

The bids shall be submitted on working days from 7 to 14 hrs, closing on the day of the year by the 21.01.2019. at 13 hrs.

The bids may be submitted:

- x directly, in person at the Procurer’s archive to the following address: Put Radomira Ivanovića No.2, 81 000 Podgorica, Montenegro.
- by registered mail with the advice of receipt to the following address: Put Radomira Ivanovića No.2, 81 000 Podgorica, Montenegro.

Public opening of the bid, which may be attended by the authorized representatives of the bidders with enclosed power of attorney, signed by the authorized person, will be held on the 21th of January 2019 at 13:30 hrs in the premises of 13 jul-Plantaže a.d., Podgorica, located in Put Radomira Ivanovića Str, No.2, 81 000 Podgorica, Montenegro.

#### **X Time limit for bringing a decision on the selection of the most favourable bid**

The decision on the selection of the most favourable bid will be made within 30 days (from the day of the public opening of the bids).

#### **XI Other data and conditions which are important for the implementation of the procurement procedure**

##### **The deadline and method of payment**

The time limit is:

- 30% advance payment
- 30% upon the written notification that the goods is ready for delivery
- 30% after delivery
- 10% a month after the delivery of the machine

The manner of payment is: by bank transfer by the submitted banking instructions

##### **□The means of financial securing of the Contract on Procurement :**

Prior to signing the contract, the bidder whose bid would be selected as the most favorable is obliged to provide the Procurer with the following:

- x guarantee for the advance payment in the amount of the agreed advance payment with the valid time limit within the total duration of the Contract
- x a good performance guarantee for the execution of the Contract in the amount of 5% of the contract value .

**TECHNICAL CHARACTERISTICS OR SPECIFICATIONS OF THE SUBJECT OF  
THE PROCUREMENT, I.E. BILL OF QUANTITIES**

Ord.No.	Description of the subject of the procurement, ie a part of the subject of procurement	Important characteristics of the subject of the procurement concerning quality, performances and/or measures	Unit of measure	Quantity
1	Balers	<p><u>Technical characteristics</u></p> <ul style="list-style-type: none"> <li>- height: cc 1.000 mm</li> <li>- width: cc 1.310 mm</li> <li>- length: cc 1.160 mm</li> <li>- weight: cc 550 kg</li> </ul> <p>necessary delivery of the reservoir for the storage of the baled mass. Number of the bales: 7 pcs</p> <p>Dimensions of the bale: 600 mm x 400 mm</p> <p>Weight of the bale: from 25 -35 kg of the raw material ATRO moisture 30-40%.</p> <p>Height with the installed storage for the bales: from 1.700 mm to 1.900 mm</p> <p>Length of the storage for the bales: 2.550 mm</p> <p>Width of the operational body (brushes for collecting the raw material and baling) in the closed position: cc 1.880 mm</p>	pieces	5

Width of the operational body (brushes for collecting the raw material and baling) in the open position: cc 2.300 mm

Storage for the bales: 235 kgs

Pick-up forks: cc 28 kgs

Device for wrapping (baling): cc 10 kgs

Brushes for picking the raw materials: cc 62 kgs

Connecting to the tractor up to the max. 50 hp

Attachment to the tractor DIN 9611 1 `` 3/8 Z6

No.of revolutions 380 rpm

12 VDC electrical system for the electric supply of 28A for 3 seconds

Braking and gearing machine system from the tractor's cabin

Connecting through PTO shaft  
Setting the wheels by height – present the solution

Setting the board for the connection with the tractor – present the solution

Hydraulic baling of the grape vine prunings

System for the automatic chains lubrication



		Machine suitable for the operation on the soil, abundant with the stones		
--	--	--	--	--

**x Guarantees of the quality:**

- Declaration of the compliance with the ‘ Machinery Directive 2006/42/CE’
- In case that the bidder is not the manufacturer of the offered goods, he is obliged to submit the authorization of the basic producer for the sales and distribution of the offered products on the territory of Montenegro
- attests and tests for the raw materials, used for the production of machine

**x Warranty time limit period: 12 months**

**x Manner of implementation of the quality control**

- Checking the compliance of the submitted certificates on the analyses by a bidder with the specified ‘essential characteristics of the procurement subject, concerning the quality, performances and/or dimensions ‘ from the section ‘technical characteristics or specification of the procurement subject, ie bill of quantities’ of the Request for collecting the bids.

**x Time limit for delivery of the spare parts within 48 hours from the day of the written order.**

- x A qualitative receipt of the goods shall be made on the delivery day, during the validity of the Contract, for each delivery of goods, implying the control of parameters, given in the technical characteristics/specification and accepted bid by the Supplier.

**FORM OF THE BID WITH THE FORMS, PREPARED BY THE BIDDER**

**COVER PAGE OF THE BID**

(title of the Bidder)

Submits to

(title of Procurer)

**BID**

**By the Request for Collection of the Bids No. \_\_\_\_\_ dated from \_\_\_\_\_ year  
for procurement**

\_\_\_\_\_  
*(description of the subject of the procurement)*

**FOR**

subject of the procurement as a whole

**DATA ON THE BID AND BIDDER**

Title and main office of the Bidder	
Fiscal Identification Number	
VAT	
Account No and title of the Bidder's bank	
Address	
Telephone	
Fax	
E-mail	
Entity/-ies authorized for signing the financial part of the bid and documents in the bid	<i>(Name, surname and function)</i>
	<i>(signature)</i>
Name and surname of the entity in charge for information	

---

<sup>1</sup> Or National Identification No. by the country which is the seat of the Bidder

**FINANCIAL PART OF THE BID**

Ord.No.	description of the subject	essential characteristics of the offered subject of procurement	measure unit	quantity	unit price without VAT	total amount without VAT
1						
2						
3						
.....						
Total price without VAT						

**Conditions of the Bid :**

Time limit for the Contract execution	
Place for the Contract execution	
Manner and dynamics of delivery/execution	
Guarantee time limit	
Guarantee of quality	
Manner of implementation of control quality	
Time limit for payment	
Method of payment	
Validity period of the bid	

Authorised entity of the Bidder

*(name, surname and function)*

\_\_\_\_\_

\_\_\_\_\_ *(signature in one's own hand)*

PLACE OF SEAL

**PROOFS OF THE FULFILLMENT OF MANDATORY CONDITIONS FOR PARTICIPATION IN THE PROCEDURE OF PUBLIC COMPETITION**

**To submit:**

- proof of the registration, issued by the body, competent for the registration of the business companies with the data on the authorized persons of the Bidder;
- proof of the competent body, issued by the Criminal records that must not be older than six months until the day of the public opening of the bids, that a bidder, namely, its legal representative has not been convicted by final judgement for any of the criminal acts of the organized crime with the elements of corruption, money laundry and fraud;

<b>PROOFS ON THE FULFILLMENT OF THE CONDITIONS OF THE ECONOMIC-FINANCIAL CAPABILITY</b>
---

Meeting the conditions of the economic-financial capability shall be proved by submission of:

- report on the accounting and financial condition- balance sheet and profit and loss account with the authorized auditor 's report in accordance with the law by which the accounting and audit have been regulated for the previous two years, ie for the period from the registration.

**PROOFS ON THE FULFILLMENT OF CONDITIONS OF THE EXPERT-TECHNICAL AND PERSONNEL CAPABILITY**

x the measures for providing the quality management system:

**ISO 9001**

A bidder should submit the proof that he holds the international standard for quality management in the business organization

x the measures for providing the environment protection system :

**ISO 14001**

A bidder should submit the proof that he holds the international standard for the environment protection management systems.

x the measures for the provision of the work protection system:

**OHSAS 18001**

A bidder should submit the proof that he holds the international standard for the work protection management systems.

x samples, descriptions, ie photos of the goods which are the subject of the delivery and the authenticity of which the bidder is obliged to confirm , in case that the Procurer requires it :

- Technical sheet of the goods
- MSDS (safety sheet)
- Spare parts sheet
- Cross section of the machine with all integral components of the machine

□ statements of the intention and the subject of subcontracting with the list of the subcontractors, ie subcontractors with close details (name, address, percentual participation and similar).



## DRAFT OF THE CONTRACT ON THE PROCUREMENT OF THE BALER

This Contract is concluded between:

**Procurer** , **13 jul-Plantaže a.d. Podgorica**, Put Radomira Ivanovića No.2, Company Registration No/Tax identification No 02016281,VAT: 20/31-00021-4, Giro account No: 550-1092-08 at Societe Generale Montenegro, represented by the executive director Verica Maraš, grad.econ.(hereinafter referred to as: PROCURER), on one hand and

**Bidder** \_\_\_\_\_ based in \_\_\_\_\_, address \_\_\_\_\_, giro account No: \_\_\_\_\_ at \_\_\_\_\_ bank, represented by \_\_\_\_\_ (hereinafter referred to as :SUPPLIER), on the other hand.

### BASE OF THE CONTRACT

Request for collecting the bids for the procedure of procurement of the balers, complied with the technical characteristics or specification, enclosed in the request for collecting the bids No. \_\_\_\_\_ dated from \_\_\_\_\_ 2018.

Decision on the selection of the most favourable bid, No. \_\_\_\_\_ dated from \_\_\_\_\_ 2018..

Bid of the bidder No. \_\_\_\_\_ dated from: \_\_\_\_\_ 2018.

### Article 1

The subject of this Contract is the procurement and delivery of the balers – the machines for compressing the grapevine prunings into bales, complied with the technical characteristics/ specification, enclosed in the Request for collecting the bids , No: \_\_\_\_\_/18, dated from \_\_\_\_\_ 2018, Decision on the selection of the most favourable bid No: \_\_\_\_\_ dated from \_\_\_\_\_ 2018 and accepted Bid of the Supplier No. \_\_\_\_\_ dated from: \_\_\_\_\_ 2018 which makes the integral part to this Contract.

### Article 2

Supplier is obliged to deliver the concerned goods, pursuant to Art.1 of this Contract to the Procurer, complied completely with the technical characteristics /specification and other conditions from the accepted bid such as:

#### 1. Balers , quantity: 5 pieces

##### Technical characteristics

- Height: cc 1.000 mm
- Width: cc 1.310 mm
- Length: cc 1.160 mm
- Weight: cc 550 kg

Necessary delivery of the reservoir for the storage of the baled mass. Number of the bales: 7 pcs  
Dimensions of the bale: 600 mm x 400 mm  
Weight of the bale: from 25 -35 kg of the raw material ATRO moisture 30-40%.  
Height with the installed storage for the bales: from 1.700 mm to 1.900 mm  
Length of the storage for the bales: 2.550 mm  
Width of the operational body (brushes for collecting the raw material and baling) in the closed position: cc 1.880 mm  
Width of the operational body (brushes for collecting the raw material and baling) in the open position: cc 2.300 mm  
Storage for the bales: 235 kgs  
Pick-up forks: cc 28 kgs  
Device for wrapping (baling): cc 10 kgs  
Brushes for picking the raw materials: cc 62 kgs  
Connecting to the tractor up to the max. 50 hp  
Attachment to the tractor DIN 9611 1 `` 3/8 Z6  
No.of revolutions 380 rpm  
12 VDC electrical system for the electric supply of 28A for 3 seconds  
Braking and gearing machine system from the tractor's cabin  
Connecting through PTO shaft  
Setting the wheels by height – present the solution  
Setting the board for the connection with the tractor – present the solution  
Hydraulic baling of the grape vine prunings  
System for the automatic chains lubrication  
Machine suitable for the operation on the soil, abundant with the stones

### Article 3

The total value of the goods complied with the accepted bid-proof the Supplier No:\_\_\_\_ dated from 2018 year , amounts \_\_\_\_\_€ without VAT, ie with included VAT(read as: \_\_\_\_\_Euros).  
The contracting price (single and total) is fixed and unmodified for the valid time period of the Contract.

### Article 4

Supplier is obliged to effect the complete delivery of the concerned goods by the 5<sup>th</sup> of February,2019 , at the latest, Procurer's warehouse, Podgorica.  
Parity of delivery is DAP Podgorica (Incoterms 2010).  
Parity of delivery for a foreign entity (foreign supplier), concerning the payment of VAT may be determined pursuant to Art. 12, par.1, point 2 Law on the Value Added Tax (Official Gazette of Republic of Montenegro, No. 65/01....04/06 and Official Gazette No.16/07, 40/11), by which it is defined,as follows:

As far as a foreign entity, operating its business activities in Montenegro through a **business unit**, is concerned in accordance with the Art.28 of the Rules on Application of VAT (Official Gazette Republic of Mne, No. 65/02.....16/06, 64/08), **that business unit shall**

**calculate and pay VAT**, in accordance with the Rules ( Business unit of a foreign entity represents in the name and on behalf of a foreign entity and it must use the firm of the mother enterprise,its seat and its title);

Pursuant to Art.12 and in accordance with the par.3 of the Law on Value Added Tax, **a foreign person which is not obliged, in accordance with the regulations, to establish a business unit and effects the turnover in Montenegro, it is entered into the Register of Tax payers for VAT and may appoint the tax representative who will ,in his name, settle all the obligations, stipulated by the Rules.**

Pursuant to Art.12, par.2 Law on Value Added Tax, if a tax payer who does not have the main office in Montenegro, **does not appoint its tax representative, VAT shall be paid by the receiver of the products, ie services(Procurer).**

Delivery of goods will be effected and confirmed by the written act on transfer.

Contracting parties agree that the qualitative and quantitative receipt of the concerned goods shall be done at the place (warehouse) of the Procurer and at the moment of taking over the goods by Procurer, by which the delivery shall be considered completed, provided there have not been any comments by Procurer.

#### **Article 5**

Supplier is obliged that the quality of goods shall be completely in accordance with the EU regulations,covering this field and that the quality of the concerned goods shall be completely in accordance with the requested technical characteristics/specificationsand characteristics, stated in the Bidder's bid.

Contracting parties agree that the delivery of the concerned goods will be the subject of the receipt quality control, complied with the control plans of the Procurer.

Guarantees of the quality:

- Declaration of the compliance with the ' Machinery Directive 2006/42/CE'
- Attests and tests for the raw materials, used for the production of machine

Manner of implementation of the quality control:

- Checking the compliance of the submitted certificates on the analyses by a bidder with the specified 'essential characteristics of the procurement subject, concerning the quality, performances and/or dimensions ' from the section 'technical characteristics or specification of the procurement subject, ie bill of quantities' of the Request for collecting the bids.

In case that the bidder is not the manufacturer of the offered goods, he is obliged to submit the authorization of the basic producer for the sales and distribution of the offered products on the territory of Montenegro.

### **Article 6**

Supplier is obliged to submit to the Procurer ,against the bid, the following documents:

- ISO 9001 as the proof that he holds the international standard for quality management in the business organization.
- ISO 14001 as the proof that he holds the international standard for the environment protection management systems.
- OHSAS 18001 as the proof that he holds the international standard for the work protection management systems.
- Technical sheet of goods
- MSDS (safety sheet)
- Spare parts sheet
- Cross section of the machine with all integral components of the machine

### **Article 7**

Warranty time limit for the concerned goods is 12 months from the delivery of the concerned goods.

Supplier is obliged, at his own expense, to remove all defects on the concerned goods, shown during the warranty time limit, if the defects are in accordance with the warranty conditions.

In case that Supplier does not act pursuant to par.1 of this Article, Supplier has the right, at Supplier's cost, to engage other person for removing all defects on the executed works and Supplier is obliged , within 10 days from the day of delivering the invoice by the other person , to effect the payment for the invoiced amount for the works, performed by that other person in removing the defects which was the obligation of the Supplier.

### **Article 8**

In the case that the Procurer determines ,at the receiving control, that the quality of the concerned goods which is the subject of this Contract, deviates from the agreed quality, namely from the offered quality in the Bid, he draws up the Claim Minutes and notifies the Supplier of the return –claim on goods which has arrived at the Procurer's warehouse and the Supplier is obliged to accept it.

In case of any doubt in the quality of the delivered goods, based on the use of such goods in the process of production , Procurer notifies the Supplier of the stated defects and problems that occurred in the production.

In that case,the expert persons of the Procurer make up the Claim Minutes which they deliver, together with the notification to the Supplier by email who is obliged within 1 (one) working day to notify Procurer in the written form whether he will respond to the call or not, by email .

In case that the Supplier responds to the call, he should send his representative ,after the receipt of the notice,within 48 hours,at the latest, at his own expense, an expert, responsible person who will, together with the responsible person from the quality control and production determine the problem that occurred and draw up the mutual Minutes on further handling with the goods..

In case that the Supplier does not respond to the call in due time and the mutual Minutes is not drawn up, it shall be considered that he has accepted the claim of the goods. In case of return of the delivery, Supplier is obliged to deliver a new quantity of goods and remove the defects within the time period of 30 days, at the latest .

Three claimed deliveries shall be the legal grounds for the termination of this Contract.

#### **Article 9**

In the case that the Supplier does not deliver the goods upon the claim, described in the Art. 8 of this Contract, he is obliged to compensate the damage to the Procurer in the manner, as defined by the Art.12 of the Contract.

#### **Article 10**

In case that Supplier delivers to the Procurer the concerned goods of inappropriate quality for three times, the Contract ceases to be valid (is terminated) automatically and Supplier bears the responsibility and sanctions, stipulated by the Art.12 of the Contract.

#### **Article 11**

The place of execution of the Contract, ie the place of the delivery of the goods is the warehouse of Procurer, Podgorica.

#### **Article 12**

In the case that the Supplier does not deliver the concerned goods to the Procurer within the time limit, pursuant to the Art.4 of this Contract, he is obliged to pay to the Procurer the contractual penalty for each day of delay in the amount of 2% of the total value of the ordered goods.

In case that Supplier does not deliver the concerned goods at all, he is obliged to compensate for the real and suffered material damage to the Procurer due to the undelivered, concerned goods.

The level of the material damage shall be determined by the Committee, consisted of 4 (four) experts, out of whom 2 (two) by the Procurer and 2 (two) by the Supplier of which they will draw up the Minutes, signed by the Committee.

In case that the Supplier is not present, for any reason, at the Procurer's for the evaluation of the material damage, he is obliged to accept the Minutes, made of the Procurer's expert persons only, as well as to accept the obligation to compensate to Procurer a certain level of the material damage within 30 (thirty) days, commencing from the day of the evaluation of the material damage.

In case of occurrence of the circumstances, defined by this Article, Procurer is entitled to realize-activate the means of security-guarantee, sent for the advance payment and bank guarantee, sent for the good performance of work.

The termination of the Contract does not release the Supplier from the responsibility and payment of the compensation of the real and suffered material damage as well as from the activating the guarantee for the advance payment and for good execution of work, return of the financial means, paid by the Procurer upon the written notice by Supplier that the goods is ready to be delivered.

In case that the parties do not agree on the appraisal of the material damage, it shall be the subject of court decision making at the Economic court in Podgorica.

### **Article 13**

Procurement is obliged to effect the payment of the agreed price by bank transfer in the following manner:

- 30% advance payment,
- 30% upon written notification that the goods is ready for delivery
- 30% upon delivery
- 10% a month after the delivery of the machine

to the giro account of Supplier No. \_\_\_\_\_ by banking instructions: \_\_\_\_\_.

Supplier is obliged that he shall provide to the Procurement the guarantee for the advance payment in the amount of the agreed advance payment with the valid time limit within the complete duration of the Contract, immediately upon the conclusion of the Contract.

### **Article 14**

Supplier is obliged to submit to the Procurement, at the moment of signing this Contract, irrevocable, unconditional and at first call payable bank guarantee for the good execution of the Contract in the amount of 5% of the total value of the Contract with the validity period 30 (thirty) days longer than the validity period of this Contract, pursuant to Art.18 of this Contract and which may be activated by Procurement, at any moment when any of the reasons for the termination of the Contract occur.

The guarantee must be issued by a business bank of the Supplier, located in Montenegro or by the business bank of the Supplier, located in any foreign country which will be reliable for the collection by a bank guarantee.

Procurement is obliged to return to the Supplier the submitted bank guarantee for good execution of the Contract, directly and within the time limit, immediately upon the fulfillment of the contractual obligations, namely, upon good execution of the Contract by Supplier, in the manner and by the conditions from this Contract and without any remarks by Procurement.

### **Article 15**

Supplier states and guarantees to the Procurement, under the threat of criminal and substantive responsibility of the legal person and its signatory the following:

-That it has been legally founded and registered as the legal person and the business company complied with the regulations of the country where it has its registered seat.

-That it may conclude legally and with full force this Contract as well as all other legal instruments concerning the Contract.

-That the signatory of the Contract has all the authorities for the Contract conclusion pursuant to the legal regulations of the country where it has its registered seat.

### **Article 16**

The contracting parties shall not be obliged to execute their obligations in accordance with this Contract during the force majeure, such as: war and war action and natural disasters (fire, flood, mobilisations, explosion and other natural disasters, declared by the state as such), in case that the non-fulfillment of the stated obligations has been caused by the occurrence of force

majeure and provided that they notify, immediately, within three working days, at the latest, the other contracting party of the occurrence of force majeure.

Otherwise, the contracting party to which the occurrence of force majeure relates, cannot refer to it unless it notifies the other contracting party of the action of force majeure, except in the case when the circumstance of force majeure prevents him to send such a notice.

The contracting party, not affected by the force majeure is entitled to unilateral termination of the Contract in case that the action of force majeure lasts over two months commencing from the day of giving such a notice to the other contracting party.

#### **Article 17**

The interpretation of the Contract by the contracting parties will be based on the principle of consciousness and fairness, as the basic principle of the obligations' relations.

With the signatures on this Contract, the contracting parties confirm that the conditions of the Contract are comprehensible and clear to them and that the Contract has been concluded with the good will of the contracting parties, without any force and compulsion.

The contracting parties agree that the provisions of the Contract must be interpreted in accordance with the provisions of the Positive legal regulations which are effective in Montenegro.

#### **Article 18**

This Contract is concluded for the period of 180 (one hundred and eighty) days and is applicable from the day of its conclusion.

This Contract may be terminated unilaterally also before expiry of the time period for which it has been concluded, if one of the contracting parties does not execute its contractual obligations.

Procurer is entitled to terminate the Contract unilaterally in case that Supplier:

- does not execute its obligations within the time limits and in the manner, stipulated by this Contract

- when Supplier determines that the quality of the goods which is the subject of this Contract or the manner by which the goods is delivered deviates from the agreed, namely offered quality from the Supplier's bid

- does not follow the agreed method and time limit of the delivery

- and in other cases, stipulated by this Contract.

Termination of the Contract does not release Supplier from the compensation of the damage, defined in the Art. 13 of this Contract.

Supplier is entitled to unilateral termination of the Contract in case that the Procurer does not effect the payment for the invoiced price in the determined time limit, as well as in other cases, stipulated by this Contract.

#### **Article 19**

In case of any status modifications by the contracting parties during the validity period of this Contract, all rights and obligations of the contracting party at which the modification occurred, shall be assigned to its legal inheritor.

The contracting parties are obliged to notify immediately the other contracting party in the written form about the occurrence of status changes, if any, upon the conclusion of this Contract.

**Article 20**

The contracting parties agree that the provisions of the Law on Obligations of Montenegro and other Positive law regulations, valid in Montenegro, shall be applied on any matters, not defined by this Contract.

**Article 21**

The contracting Parties agree to settle the disputes amicably, if any, and otherwise, the Economic court in Podgorica shall be competent.

**Article 22**

Supplier is obliged to sign this Contract within 8 (eight) days, commencing from the day of its taking over, namely, delivery and within the same time limit he is obliged to return to the Procurer the signed Contract with the bank guarantee, defined in the Art.14 of this Contract and bank guarantee for the advance payment.

In case that Supplier refuses to conclude the Contract, Procurer is entitled to claim the compensation of the damage by Supplier in the amount of 10% of the agreed amount and Supplier is obliged to compensate the damage within 10 days.

**Article 23**

The Contract is made in 6 (six) identical copies, 3 (three) copies for each contracting party, respectively.

**Article 24**

Contracting parties have read this Contract and accordantly, state that this Contract is the expression of their free wills and that none of them are under fraud, threat, force, illusion and similar, so they put their signatures by their own hand as the sign of its legal validity.

**PROCURER,**

13 Jul-Plantaže ad Podgorica  
Executive director  
Verica Maraš, grad.econ.

**SUPPLIER,**

\_\_\_\_\_

**I AGREE WITH THE DRAFT OF THE CONTRACT**

Authorised person of the bidder \_\_\_\_\_  
(name and surname)

( position)

- Note: The final text of the Contract on Procurement and Delivery of the Balers shall be made in accordance with the Bidder, the Bid of which has been selected as the most favourable.





## **INSTRUCTIONS TO THE BIDDERS FOR MAKING AND SUBMITTING THE BIDS**

### **Preparation of the bid**

A bidder makes and submits the bid in compliance with this request for taking part in the procurement procedure.

### **Manner of submission of the bid**

A bid is delivered in the appropriate, closed envelope (an envelope, box and similar). It is on one part of the envelope that the title and main office of the Procurer, number of the Request for Collection of the Bids and the text with the inscription: 'Do not open before the public opening of the bids' should be written, and on the other part of the envelope, the title, main office and the address of the Bidder should be written.

### **The bid shall be considered valid only if:**

-All specified products, asked by the Request for Collection of the Bids are offered.

### **Manner of stating the offered price**

A bidder submits the bid with the price (-s), expressed in EUR, without VAT, such as: unit price, quantity and total financial amount for the offered goods.

All costs and discounts, concerning the total offered price are included in the offered price.

Offered price (-s) is (are)expressed for the complete subject of procurement and if the subject of the procurement is classified by the lots, the financial part of the bid should be delivered for each lot, separately,for which the bid has beensubmitted.

### **Draft of the Contract on Procurement**

A bidder is obliged to enclose in the bid a Draft of the Contract on the Procurement, sealed and signed by the authorized entity in the place, provided for making an approval for it.

**Due time of the bid**

A bid is considered submitted in due time if it is delivered to the Procurer prior to the expiry of the time limit, provided for submitting the bids, stipulated by this Request.

**Recommendation to the bidders**

A bid should be prepared as a single compound and each filled page of the bid should be numbered, signed and sealed.