13 Jul-Plantaže ad Podgorica

No: **4304/18/1**

Place and date: Podgorica, 10.09.2018.

**REQUEST FOR COLLECTION OF THE BIDS FOR**

**THE PROCUREMENT PROCEDURE OF THE GOODS-**

 **FISH FOOD**

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| I **Data on the Procurer** |

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| Procurer:**13 Jul Plantaže a.d.** | Contact person:head of the Committee |
| Adress: **Put Radomira Ivanovića br.2** | Postal No. **81000** |
| Main office: **Podgorica** | Fiscal Ident.No.(Comp.Reg.No.).**02016281** |
| Tel: **0038220 658 051** | Fax: **00382 20 658 051** |
| E-mail: | goran.milic@plantaze.com |

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| **II Subject of the procurement** |

1. **Type of the public procurement subject**

Goods

1. **Description of the procurement subject:**

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|  Procurement of fish food  |

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

The procurement subject is procured:

as a whole unit, assessed value, without VAT in the amount of  **€** **123.700,00**

 TOTAL WITHOUT VAT : **€** **123.700,00**

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| **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**

Meeting the conditions of economic-financial capability is proved by submitting:

**- not required**

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

 **Meeting the conditions of professional-technical and human resources capacity in the procedure of public procurement of the goods is proved by providing one or several proofs, as follows:**

Measures for securing the quality management system:

**ISO 9001**

Bidder is obliged to provide the proof that he holds the international standard for the quality management in the business organization.

 Certificate of Food Safety (if the subject of the procurement is food):

**ISO 22000**

**Certificate Global G.A.P.**

*Bidder is obliged to provide the proof that he holds the international standard for food safety management.*

 Samples, descriptions, ie photographs of the goods that are the subject of the delivery, the authenticity of which the bidder is obliged to verify, if Procurer requests it:

 *-Technical sheet of the goods*

 *-MSDS (safety sheet)*

 *- Declaration of the concerned goods*

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| **VIII Validity period of the bid**  |

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

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| **X Time limit and place of execution of the Contract** |

- **Time limit for the execution of the Contract** is 365 days from the day of the conclusion of the Contract.

- **Place of the execution of the Contract** is EXW works producer - supplier

-**Time limit for the delivery:** 10 days from the day of the written order by Procurer

-**The manner of delivery:**  successively, by Procurer’s needs

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| **VII Language of the bid** |

**x** Montenegrin language and other language in official use in Montenegro in accordance with

 the Constitution and Law

x English

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

**x** the lowest offered pricepoints number 100

**Note: Regarding the fact that the place for the execution of the Contract is determined by parity EXW works producer-supplier and the transport costs are at the expense of Procurer, the total offered price shall be determined in the following manner:**

**‘transport costs’** shall be calculated in the following manner:

Procurer-supplier shall provide the offer for the transport services of the concerned goods for each bidder respectively by the truck transport company of goods in order to form the total offered price for each bidder. This is necessary because the distance between the Supplier’s warehouse and Procurer’s warehouse is the important point for the determination of the cost price of the concerned goods, bearing in mind that the parity **EXW works producer-supplier** has been applied and that the transport costs are borne by the Procurer.

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

The bids shall be submitted on working days from 07:00 to 14:00 hrs, closing on the day of the year by the 21st of September 2018 at 13:00 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.

□x 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 **21st of September 2018 at 13:30 hrs** in the premises of 13 jul-Plantaže a.d., located in Put Radomira Ivanovića Str, No.2, 81 000 Podgorica, Montenegro.

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| **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 15 days (from the day of the public opening of the bids).

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| **XI Other data and conditions that are relevant for the implementation of the procurement procedure**  |

**Time limit and method of payment**

Time limit for the payment is 90 days from the receipt of the invoice

 Payment method: by bank transfer

□ **Means of providing financial security of the Contract on Procurement**

The selected bidder, the bid of which is selected as the most favourable and who concludes the Contract on Procurement with the Procurer, for the first time, should submit, prior to the conclusion of the Contract on Procurement ,the following:

 √ guarantee for good performance of the Contract in the amount of 5% of the value of the Contract

1. **TECHNICAL CHARACTERISTICS OR SPECIFICATIONS OF THE SUBJECT OF PUBLIC PROCUREMENT, IE BILL OF MEASURES**

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| **Ord.****No.** | **Description of the subject of procurement, ie part of the subject of procurement**  | **Relevant characteristics of the subject of procurement concerning the quality, performances and/or dimensions**  | **Measure unit**  | **Quantity**  |
| 1 | FOOD FISH – up to 10 gr (larva) | **Grain size** | 0,3-0,5mm | kg | 100 |
| Raw proteins contents  | 55-58% |
| Raw fat contents  | 12-14% |
| Raw fibres contents | ≤0,8% |
| Phosphorus  | ≤1.5% |
| Digestibile energy MJ/KG | 18-22 |
| **Grain size**  | 0,4-0,8mm | kg | 300 |
| Raw protein contents | 55-58% |
| Raw fats contents | 14-16% |
| Raw fibres contents  | 0,8% |
| Phosphorus | ≤1.5% |
| Digestibile energy MJ/KG | 18-22 |
| **Grain size**  | 0,7-1,2mm | kg | 500 |
| Raw protein contents  | 54-58% |
| Raw fats contents | 14-18% |
| Raw fibres contents  | ≤0,8% |
| Phosphorus | ≤1.5% |
| Digestibile energy MJ/KG | 18-22 |
| **Grain size**  | 1,0-2,0mm | kg | 6500 |
|  |  | Raw protein contents | 48-54% |
| Raw fats contents | 14-20% |
| Raw fibres contents  | ≤0.8% |
| Phosphorus | ≤1.5% |
| Digestibile energy MJ/KG | 18-22 |
| 2 | FISH FOOD – from 10 to 100 gr (juvenile fish) | **Grain size**  | 2,5-3,0mm | kg | 28000 |
| Raw protein contents | 44-46,0% |
| Raw fats contents | 20-24% |
| Raw fibres contents  | ≤1.8% |
| Phosphorus | ≤1,5% |
| Digestibile energy MJ/KG | 19-22 |
| 3 | FISH FOOD – from 100 to 250 gr (pre consumable and consumable) | **Grain size**  | 4-4,5mm | kg | 28.000 |
| Raw protein contents | 42-44% |
| Raw fats contents | 22-26% |
| Raw fibres contents  | ≤1,8% |
| Phosphorus | ≤1,5% |
| Digestibile energy MJ/KG | 19-22 |
| 4 | FISH FOOD – over 250 gr  | **Grain size**  | 6-6,5mm | kg | 24000 |
| Raw protein contents | 40-44,00% |
| Raw fats contents | 24-28% |
| Raw fibres contents  | 1,8% |
| Phosphorus | 1,5% |
| Digestibile energy MJ/KG | 19-22 |
| 5 | FOOD FOR COLOURING THE FLESH OF FISH - SALMONATO | **Grain size**  | 6,5mm | kg | 5.000 |
| Raw protein contents | 40-42,00% |
| Raw fats contents | 24-28% |
| Raw fibres contents  | ≤1,8% |
| Phosphorus | ≤1.2% |
| Digestibile energy MJ/KG | 19-22 |
| 6 | FOOD FORBROODSTOCK | **Grain size**  | 6,5mm | kg | 5.000 |
| Raw protein contents | 45-49,00% |
| Raw fats contents | 12-16% |
| Raw fibres contents  | ≤1,8% |
| Phosphorus | ≤1.2% |
| Digestibile energy MJ/KG | 18-22 |

**Guarantees of quality:**

-The goods must be adequately packed in the original packages with manufacturer’s declaration ,with the data on: the name of the goods, composition, date and place of production,time limit before expiry, lot on it.The goods must be packed on the wooden pallets (1200 x 1000 mm) that are treated thermically.Packed in PVC bags that meet the standards for the use in food industry, water resistant, impermeable, 20-25 kgs.

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

**Manner of implementation of quality control**

* Each delivery must be accompanied with the certificate analyses and safety sheets for each delivered product
* Checking of the compliance of the enclosed certificates of analyses by bidders with specified ‘important characteristics of the subject of procurement concerning quality, performances and /or measures from the part ‘technical characteristics or specifications of the subject of procurement

**Note: Procurer retains the right not to withdraw all quantities, specified by technical characteristics of the concerned tender documentation if there were not needed.**

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

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|  **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 of**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_

(description of the subject of procurement)

FOR

Subject of the procurement as a whole unit

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|  **DATA ON THE BID AND BIDDER**  |

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| 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  |  *(Name, surname and function)* |
| *(signature)* |
| Name and surname of the entity in charge for information  |  |

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| **FINANCIAL PART OF THE BID FOR LOT \_\_\_\_\_** |

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| --- | --- | --- | --- | --- | --- | --- | --- |
| 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 :**

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| Time limit for the Contract execution  |   |
| Place for the Contract execution  |   |
| Manner and time schedule of delivery/execution |  |
| Warranty period |  |
| Guarantees of quality |  |
| Manner of implementation of quality control |  |
| Time limit for payment |  |
| Method of payment |  |
| Validity period of bid |  |

 Authorised entity of the Bidder

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 *(name, surname and function)*

 *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

 *(signature by own hand)*

 PLACE OF SEAL

**PROOFS OF THE FULFILLMENT OF THE CONDITIONS OF ECONOMIC-FINANCIAL CAPABILITY**

Meeting the conditions of the economic-financial capability is proved by submitting:

**It is not needed for submission**

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| **PROOFS ON FULFILLMENT OF THE PROFESSIONAL- TECHNICAL AND HUMAN RESOURCES CAPABILITY** |

To be enclosed:

 x measures for securing the quality management system:

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| **ISO 9001** Bidder is obliged to provide the proof that he holds the international standard for the quality management in business organization  |

 x certificate on food safety (if the subject of procurement is food:

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| **ISO 22000 or HACCP** **Certificate Global G.A.P.** Bidder is obliged to provide the proof that he holds the international standard for the food safety management. |

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

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| - Technical sheet of the goods-MSDS (safety sheet)-Declaration of the concerned goods  |

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| **SUBMIT THE SAMPLE, DESCRIPTION, IE PHOTOGRAPH OF THE GOODS-THE SUBJECT OF DELIVERY, AUTHENTICITY OF WHICH SHOULD BE CONFIRMED BY BIDDER,IN CASE THAT PROCURER DEMANDS IT** |

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| *Technical sheet of goods**MSDS (safety sheet)**Declaration of the concerned goods* |

**DRAFT OF THE CONTRACT ON THE PROCUREMENT OF THE FISH FOOD**

This Contract is concluded by and 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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registration No\_\_\_\_\_\_\_\_\_\_\_Tax Identification No:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 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 procurement of the fish food,complied with the technical characteristics/specification, enclosed in the request for collecting the bids for No.\_\_\_\_\_, dated from \_\_\_\_\_ 2018.

Decision on the selection of the most favourable offer 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 fish food ,complied with the technical characteristics/ 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 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, as follows:

1. Fish food – up to 10 gr (larva)
2. Fish food- from 10 to 100 gr (juvenile fish)
3. Fish food- from 100 to 250 gr (pre consumable and consumable)
4. Fish food- over 250 gr
5. Food for colouring the flesh of fish – salmonato
6. Food for broodstock

**Article 3**

The total value of the goods complied with the accepted bid of the Supplier No:\_\_\_\_ dated from 2018 year , amounts \_\_\_\_\_\_\_\_\_\_\_\_\_€ , without VAT included, ie with VAT included\_\_\_\_\_\_\_\_\_\_\_€( read as: \_\_\_\_\_\_\_\_\_\_\_\_\_\_EUR).

The contracting price is fixed and unmodified for the validity period of the Contract.

**Article 4**

Supplier is obliged to effect the the agreed delivery of the goods successively , depending on the needs of the Procurer, within 10(ten) working days, at the latest, from the day of the written placing the order, EXW Producer-Supplier.

Parity of delivery for a foreign entity (foreign supplier), concerning the payment of VAT may be determined by the Procurer, 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.

The quantitirs, stated in the technical characteristics /specification are not fixed and Procurer retains the right not to withdraw specified quantities of the concerned goods if there were not needed.

In case that Supplier is not the producer of the offered goods ,he is obliged to submit the approval of the basic manufacturer for sales and distribution of the offered products in the area (the territory) of Montenegro.

**Article 5**

Procurer is obliged to execute the payment of the agreed price by bank transfer within 90 days from the day of issuing the invoice to the giro account No. \_\_\_\_\_\_\_\_\_\_\_\_\_ at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_the bank or by banking instructions \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Article 6**

Supplier of goods is obliged that the quality of goods shall be completely in accordance with the EU regulations and the goods shall be from the current production of the proper quality , complied with the manufacturer’s declaration during the validity which must be marked on each type of the concerned goods which must be packed in the original packaging, tested and received by quality control, without any defects in its quality.

Supplier guarantees for the quality og goods and is obliged to deliver the quality of the goods ,complied completely with all technical characteristics/specifications, given in the tender documentation and accepted offer of the Supplier as well as submitted certificate ISO 9001, ISO 22000 and Global G.A.P.

Supplier is obliged to deliver always the concerned goods in the ordered quantity and at the prices , given in the accepted offer that are fixed and unmodified during the validity of the Contract.

Contracting parties agree that each delivery shall be the subject of the receipt quality control in accordance with the control plans of the Procurer.

**Article 7**

Manner of implementation of quality control :

* Each delivery must be accompanied with the certificate analyses and safety sheets for each delivered product, such as:

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| --- |
| - Technical sheet of the goods-MSDS (safety sheet)-Declaration of the concerned goods  |

 Checking of the compliance of the enclosed certificates of analyses by bidders with specified ‘important characteristics of the subject of procurement concerning quality, performances and /or measures from the part ‘technical characteristics or specifications of the subject of procurement.

**Article 8**

In the case that the quality of the goods is opposite to the quality, described in the Art.6 and 7 of the Contract and if the results of yield , guaranteed by Supplier, are not achieved while using the concerned goods as well as certain defects are shown, causing damage and non-use of goods, procurer retains the right to claim such goods and return it to Supplier with the composed Claim Minutes, at damage and cost of Supplier and Supplier is obliged , within the time limit, stated in the composed Claim Minutes, a new delivery of the concerned goods that will be in compliance with the agreed quality and which will not contain any defect.

**Article 9**

In case that the delivered goods is the cause for killing the fish and upon obtaining the report on testing-opinion by the official, specialized institution which will be determined by the contracting parties agreeably, Supplier is obliged to compensate to Procurer all material damage in the amount of total quantity of fish , the slaughter of which occurred due to the food of bad quality as well as all costs of all testing by specialized institutions where the Procurer made all tests within 10 days from the day of obtaining official opinion by the specialized institution.

In case of the occurrence of the circumstance pursuant to line1 of this Article, the Contract automatically ceases to be valid immediately- is terminated.

**Article 10**

Supplier is obliged that the concerned goods shall be delivered in the original packaging with the time limit expiry inprinted on it, so that the concerned goods may be applied in completely proper condition,without any threat of the possibility of expiring that time limit. Otherwise,Procurer retains the right to return to Supplier the goods with the expired time limit at cost of the Supplier and Supplier is obliged to deliver to Procurer the concerned goods with the correct time limit to Procurer within 24 hours from the day of the drawn up Claim Minutes.

The concerned goods must be stored at dry and dark place with the time limit expiry of min 6 months from the production date.

**Article 11**

In case that Supplier does not deliver the goods after the claim, described in the Art. 8 of the Contract , he is obliged to compensate damage to Procurer in the manner as defined by the Art. 14 of the Contract.

**Article 12**

Supplier is obliged to pack properly the goods on the wooden pallets (1200 x 1000 mm) that are thermically treated , packed in PVC bags that meet the satisfying standards, needed for the use in the food industry, water resistant, impermeable, 20-25 kgs.

On the pallet,there should be clearly indicated the declaration with the data on the name of the food, composition, date and place of production, time limit expiry, logo and all in compliance with the denoted packaging manner in the specification.

**Article 13**

The place of execution of the Contract is the warehouse of Procurer.

**Article 14**

In case that Supplier does not deliver the concerned goods to Procurer within the time limit, determined in the Art.4, he is obliged to effect the payment of 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 damage to Procurer that occurred due to unduly performed delivery or undelivered goods,resulting in the interruption of the production process .

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.

Supplier shall compensate to Procurer a certain level of the material damage within 30 (thirty) days, commencing from the day of the appraisal of the material damage.

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 15**

Supplier states and guarantees to the Procurer, 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 365 (three hundred and sixty five) 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 the delivered goods is with expired time limit

-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.

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, namely within the time limit, denoted in the Supplier’s invoice,as well as in other cases, stipulated by this Contract.

The notice period is 60 days from the day of the written notification of the termination of the Contract.

Termination of the Contract does not release Supplier from the compensation of the damage, defined in the Art.10 of the 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.

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, SUPPLIER,**

13 Jul-Plantaže ad Podgorica

Executive director

Verica Maraš, grad.econ. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **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 Fish Food 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 offer shll be considered proper only if:**

- all specified products are offered that are requested by the Request for collecting the bids.

**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 whole subject of procurement and if the subject of the procurement is determined by th elots for each lot for which the offer is submitted, the financial part of the offer is submitted separately.

**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.