13 Jul-Plantaže A.D.

Procurement procedure Register No: **68-6559/17/7**

Ordinal No by the Plan of the Procurement : **8**

Place and date: Podgorica, **13.02.2018.**

**REQUEST FOR COLLECTION OF THE BIDS FOR THE PROCUREMENT OF THE GOODS-WATER SOLUBLE FERTILISERS**

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| I **Data on the Procurer** |

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| Procurer:  **13 Jul Plantaže a.d.** | Contact person:  Dragana Stojović |
| Adress: **Put Radomira Ivanovića br.2** | Postal No. **81000** |
| Main office: **Podgorica** | Fiscal Ident.No.(Comp.Reg.No.).**02016281** |
| Tel: **0038220658 103** | Fax: **00382 20 658 103** |
| E-mail:  dragana.stojovic@plantaze.com | website: www.plantaze.com |

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| **II Subject of the procurement** |

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

Goods

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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, estimated value of 203.000,00 ,VAT not included

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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**

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| 1.*Declaration of the concerned goods*  *2. Technical sheet of the concerned goods on the producer’s memorandum with clear indication of the formulations of the offered fertilizers*  *3. Safety sheets* |

√ declarations on the intention and subject of subcontracting with the subcontractors list, ie subcontractors with the close details (title, address, percentage participation and similar).

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| **V 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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| **VI 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, ie from the day of the conclusion of the Contract until the consumption of the agreed value , in case that it first occurs as a circumstance.

Delivery shall be made successively in accordance with the needs of the Procurer within max 35 days from the day of having placed a written order of the goods.

-The place of the execution of the Contract is Procurer’s warehouse Podgorica.

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| **VII Time limit and place of submitting the bids and public opening of the bids** |

The bids shall be submitted on working days from 8 to 14 hrs, closing on the day of the 26th of February 2018 , by 10 a.m..

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 26th of February 2018 at 11:00 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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| **VIII 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).

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| **IX Criteria for the selection of the most favourable bid** |

Criteria for the selection of the most favourable bid is:

**□** √ economically most favourable bid

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| **X Other data and conditions which are important for the implementation of the procurement procedure** |

**The payment deadline is**: min. 90 days from the invoice date

**The payment method:** by bank transfer

**□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** 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**

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| **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** | **Package** | **UM** | **Quantity** |
| 1. | Water soluble fertilizer | water soluble fertilizer N:P:K 9:18: 27 +2 MgO +Me package in the 25kg bags | 25 kg bag | kg | 93.000 |
| 2. | Water soluble fertilizer | water soluble fertilizer N:P:K 5:16: 36 +2 MgO +Me package in the 25kg bags | 25 kg bag |  | 98.000 |
| 3. | Water soluble fertilizer | water soluble fertilizer N:P:K 30:10: 10+2 MgO +Me package in the 25kg bags | 25 kg bag |  | 9.000 |
| 4. | Water soluble fertilizer | water soluble fertilizer N:P:K 15:5: 30 +2 MgO +Me package in the 25kg bags | 25 kg bag |  | 9.000 |

**x Warranty time limit:**

**-**the time limit of the use of the delivered products should not be shorter than 12 months from the delivery date

-the goods should be adequately packed in the original packaging

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

1. Upon conclusion of the Contract, the selected bidder is obliged to provide,against the goods delivery, the certificates on analyses of the delivered goods, safety sheets by which the quality is guaranteed in compliance with requested standards as well as EUR 1 form.
2. Control of the compliance of the provided certificates on analyses by bidders with the specified ,, essential characteristics of the subject of procurement concerning quality, performances and/or dimensions ‘’from the part ‘technical characteristics or specification of the subject of procurement’, of the Request for collection of the bids.

NOTE:

* In case that the Supplier is not the manufacturer of the offered goods, he is obliged to provide the authorization by the basic producer for sales and distribution of the offered products at the territory of Montenegro.

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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

**13 jul-Plantaže A.D.**

**BID**

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

**for procurement of the goods- water soluble fertilisers**

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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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Or National Identification No.by the country which is the seat of the Bidder

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| **FINANCIAL PART OF THE BID** |

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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 | | | | |  | | |
| VAT | | | | |  | | |
| Total amount with VAT | | | | |  | | |
| 1. By numbers | | | | |  | | |
| 1. By letters | | | | |  | | |

**Conditions of the Bid :**

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| --- | --- |
| 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 by own hand)*

PLACE OF SEAL

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| **PROOFS OF THE FULFILLMENT OF MANDATORY CONDITIONS FOR PARTICIPATION IN THE PROCEDURE OF PROCUREMENT** |

**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;

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

1.*Declaration of the concerned goods*

*2. Technical sheet of the concerned goods on the producer’s memorandum with clear indication of the formulations of the offered fertilizers*

*3. Safety sheets*

x declarations on the intention and subject of subcontracting with the subcontractors list, ie subcontractors with the close details (title, address, percentage participation and similar).

**DRAFT OF THE CONTRACT ON THE PROCUREMENT OF WATER SOLUBLE FERTILISERS**

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 procedure of procurement of the water soluble fertilisers, 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 water soluble fertilizers to the Procurer, 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.2 of this Contract to the Procurer, complied completely with the technical characteristics /specification and other conditions from the accepted bid, No:\_\_\_\_\_ dated from \_\_\_\_\_\_\_\_\_ year, as follows:

1. water soluble fertilizer N:P:K 9:18: 27 +2 MgO +Me

package in the 25kg bags

quantity: 93. 000 kg

1. water soluble fertilizer N:P:K 5:16: 36 +2 MgO +Me

package in the 25kg bags

quantity: 98.000 kg

3. water soluble fertilizer N:P:K 30:10: 10+2 MgO +Me

package in the 25kg bags

quantity: 9.000 kg

4. water soluble fertilizer N:P:K 15:5: 30 +2 MgO +Me

package in the 25kg bags

quantity: 9.000 kg

**Article 3**

The total value of the goods complied with the accepted bid-proof the Supplier No:\_\_\_\_ dated from \_\_\_\_\_\_\_\_\_\_2018 , amounts \_\_\_\_\_\_\_\_\_\_\_\_\_€ without VAT, ie with included VAT(read as:\_\_\_\_\_\_\_\_\_\_\_\_\_\_Euros).

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 the time limit of max.35 (thirty five) days from the day of the written order of the goods, warehouse of Procurer, Podgorica.

Contracting parties consent to agree on the dynamics of withdrawal-delivery of the concerned goods.

Parity of delivery 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.

Delivery of the goods shall be made and confirmed by the written act on transfer of the goods, produced and signed by the authorized representatives of the contracting parties.

Contracting parties agree that the quantitative and qualitative receipt of the concerned goods and insight into the duration of the goods shall be made in the place (warehouse) of the Procurer and at the moment of taking over the goods bz Procurer, by which the delivery shall be considered as completed, provided that there have not been any remarks by Procurer.

**Article 5**

Supplier of goods is obliged that the quality of goods shall be completely in accordance with the EU regulations, that the goods shall be from the current production of the appropriate quality by the producer’s declaration during the time limit which should be indicated on each type of the concerned goods, tested and received by the quality control, without any defects regarding its quality and it shall be marked and declared in accordance with the valid Law on Foreign Trade.

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.

Supplier is obliged to provide, against the delivery of the goods, the certificates on analyses of the delivered goods, safety sheets by which they guarantee the quality in compliance with the requested standards, technical sheet of the concerned goods on the manufacturer’s memo from which the formulations of the offered fertilizers may be read clearly and EUR1 form.

Check-up of the compliance of the provided technical sheets by a bidder with the specified ‘essential characteristics of the subject of procurement concerning quality, performances and/or measures’ from a part ‘technical characteristics or specifications of the subject of procurement, ie bill of measures’ request for collecting the bids.

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

**Article 6**

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 himself the Claim Minutes, without obligatory presence of the Supplier and notifies the Supplier of the return –claim on goods which has arrived at the Procurer’s warehouse and which the Supplier is obliged to accept and deliver a new quantity of the concerned goods of the proper quality within 15 days.

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 respond to the call, he should send his representative ,within 48 hours , at the latest, 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, by Procurer, ie that he accepts the claim of goods.In case of return of the delivery, Supplier is obliged to deliver a new quantity of the claimed goods, stated in the Claim Minutes of the Procurer (title, type, quantity and similar that he accepts without objection)within 7 (seven) working days, at the latest, which will not have any defects.

Claims of the concerned goods shall be borne by the Supplier.

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

**Article 7**

The Supplier is obliged that the goods shall be packed in accordance with the International standards and in the original packaging.

The expiry time limit of the delivered products should not be shorter than 12 months from the delivery date.

The Supplier commits himself that the valid time limit shall be imprinted on each package of the concerned fertiliser, so that the concerned goods can be used in completely proper state, without any threat of the possibility of expiry of that time limit.

On the contrary, Procurer retains the right to send back the goods with the expired time limit to the Supplier, at the damage and expense of Supplier,and the Supplier is obligated to deliver the concerned goods ,within the correct time limit ,to the Procurer within 10 days from the day of the drawing up the Minutes on the claim.

**Article 8**

In the case that the Supplier does not deliver the goods upon the claim, described in the Art.6 and Art.7 of this Contract, he is obliged to compensate the damage to the Procurer in the manner, defined by the Art.11 of the Contract.

**Article 9**

Delivery of goods implies transfer of the accompanying documentation, such as: Supplier’s invoice, declaration of goods, certificates on analyses of the delivered goods, safety sheets ,by which they guarantee quality, complied with the requested standards, technical sheet of the concerned goods on the manufacturer’s memo from which the formulations of the offered fertilizers may be read as well as EUR 1 form.

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

**Article 10**

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

**Article 11**

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 and Procurer has the right to realize the bank guarantee.

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 that case, Supplier will compensate to the 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 Supplier does not take part, for any reason, in the work of the Committee for the assessment of the material damage, he is obliged to accept the Minutes, made of expert persons of the Procurer only as well as he accepts the obligation to 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 12**

Procurer is obliged to effect the payment of the agreed price by bank transfer within the time limit of \_\_\_\_\_\_\_\_\_\_\_days from the date, indicated in the Supplier’s invoice, to the giro account of the Supplier No.\_\_\_\_\_\_\_\_\_/ by banking instructions:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Article 13**

Supplier is obliged to submit to the Procurer , 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.17 of this Contract and which may be activated by Procurer, 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.

Procurer 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 Procurer.

**Article 14**

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

a)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.

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

c)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 15**

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 16**

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 17**

This Contract is concluded for the period of 365 (three hundred and sixty five) days and is applicable from the day of its conclusion, ie from the day of conclusion of the Contract up to the consumption of the agreed values ,if it occurs first as a circumstance.

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 by the Art.11 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, namely within the time limit, denoted in the Supplier’s invoice,as well as in other cases, stipulated by this Contract.

**Article 18**

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 19**

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 20**

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

**Article 21**

The integral parts of this Contract are following documents:

* Supplier’s bid
* Declaration of goods
* Safety sheets
* Technical sheet of the concerned goods on the manufacturer’s memorandum from which the formulations of the offered fertilizers may be read clearly
* EUR1 form
* Decision by the phytosanitary inspector during performing customs’ formalities of the goods in Podgorica

**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.

The compensation of the damage pursuant to line 2 of this Article shall be realised without claim processing for the compensation of the damage and without rendering the court judgement.

**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 water soluble fertilizers shall be made in accordance with the Bidder, the Bid of which has been selected as the most favourable.

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| **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 been submitted.

**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.

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| **AUTHORISATION FOR REPRESENTATION AND PARTICIPATION IN THE PROCEDURE OF PUBLIC OPENING OF BIDS** |

Has been authorized( name and surname and No.of identity card or other identification document) , in the name of (bidder’s name), as a bidder, to attend the public opening of bids by Request for collecting the bids (name of the Procurer) No.\_\_\_\_\_\_\_\_ dated from\_\_\_\_\_\_\_\_\_\_\_\_year, for the procurement (description of the subject of procurement) and to represent the interests of this bidder in the procedure of public opening of the bids.

**Authorised person of the bidder**

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

(name, surname and position)

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

(signature in own hand)

Place of seal

Note: Authorisation should be submitted to the Committee for Opening and Evaluating the Bids of the procurer immediately prior to the beginning of the public opening of the bids.