13 Jul-Plantaže ad Podgorica

No: 4261/18/1

Place and date: Podgorica, 17.09.2018.

**REQUEST FOR COLLECTION OF THE BIDS FOR**

**THE PROCUREMENT PROCEDURE OF THE GOODS-**

**Barriques**

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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 barriques for aging and fermentation of wine |

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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 of the barriques, without VAT in the amount of  **€** **100.000,00** and with the included VAT €121.000,00

TOTAL

WITHOUT VAT : **€** **100.000,00**

WITH VAT : **€ 121.000,00**

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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**

**b1) economical-financial capability**

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

**-**  the reports on accounting and financial state- balance sheet and profit and loss account with the report of the chartered auditor complied with the law , defining the accounting and audit for two previous years, ie for the period from the registration;

**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:**

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

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| **ISO 22000 or HACCP**  *Bidder should submit the proof that he owns 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*

- statements on intent and subject of subcontracting with the list of subcontractors with main data (name, 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 180 days from the day of the conclusion of the Contract.

**Manner and time schedule of the delivery:** delivery of all specified quantity within 45 days from the day of conclusion of the Contract

- **Place of the execution of the Contract** is Procurer’s warehouse Podgorica

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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:**

Criteria for the selection of the most favourable bid is:

X economically most favourable bid ,

1. Reference list – 30 points
2. Price- 70 points

Category 1 will be calculated based on the formula:

**Number of sold barriques 2015-2016-2017 x 30 points**

**( greatest number of sold barriques 2015-2016-2017 )**

Note: The number of confirmed reference lists will be checked from the document ‘confirmation of the reference procurements’ and submitted profit and loss accounts from the part of economic-financial capacity as the verification of the authenticity of the confirmed references.

Confirmation of the Reference Procurements- W document

Category 2 will be calculated based on the formula: C lowest price / C offered price \* number of points

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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 26th 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 **26th 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 30 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 :

- 50% advance payment

- 50% upon the written notification that the goods is ready for delivery

Method of payment: by bank transfer by delivered banking instructions

□ **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 advance payment of the amount of the agreed advance payment with the time limit during the validity period of the Contract

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

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

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| **Ord.**  **No.** | **Description of the subject of the procurement, ie of the part of the subject of procurement** | **Essential characteristics of the subject of procurement concerning quality, performances and/or measures** | **Unit of measure** | **Quantity** |
| **1.** | Barriques | Barrique volume 225 lit  French oak  Height: 935 mm (+/- 5mm)  For aging 10-12 months  Diameter of the 'head' ( top cover of the barrique): 575 mm(+/-2,5mm)  Diameter of barrique: 690mm (+/- 2,5 mm)  Thickness of the staves, the barrique is made of: 25/27 mm  Upper hole on the barrique diameter 50mm  Upper hole should be conical and toasted MT+  Bung for hole, normal and silicon  Grain type: middle to narrow  Toasting of the barrique staves: medium +toasting  No. of the zinc coated hoops: 6  -Thallus: 55x2 (+/-1 %)-H: 55mm (+/- 1mm)  -Circle of barrique: 35x2 (+/-1%)- H: 110 mm (+/- 5mm)  -Diameter: 45x2 (+/- 1%) –H: 320 mm(+/- 5mm)  necessary toasting of the barrique covers  intensity of cover toasting: medium + toasting | pcs | 150 |
| **2.** | Barriques | Barrique volume 225 lit  French oak-Allier oak origin  Seasoning of the oak- 24 months  Height: 95 cm (+/- 5mm)  For aging 12-18 months  Diameter of the 'head' ( top cover of the barrique): 575 mm(+/-2,5mm)  Diameter of barrique: 690mm (+/- 2,5 mm)  Diameter of barrique at the cover: 570 mm  Thickness of the staves, the barrique is made of: 27 mm  Thickness of the cover: 27 mm  Weight of the barrique: 42 kg  Upper hole should be conical and toasted MT+  Bung for hole, normal and silicon  Toasting of the barrique staves: medium +toasting  No. of the zinc coated hoops: 6  -Thallus: 55x2 (+/-1 %)-H: 55mm (+/- 1mm)  -Circle of barrique: 35x2 (+/-1%)- H: 110 mm (+/- 5mm)  -Diameter: 45x2 (+/- 1%) –H: 320 mm(+/- 5mm)  necessary toasting of the barrique covers  intensity of cover toasting: medium + toasting | pcs | 5 |
| **3.** | Barriques | Barrique volume 225 lit  French oak-Allier and Troncais oak origin  Seasoning of the oak- 36 months  Height: 95 cm (+/- 5mm)  For aging 18-24 months  Diameter of the 'head' ( top cover of the barrique): 575 mm(+/-2,5mm)  Diameter of barrique: 690mm (+/- 2,5 mm)  Diameter of barrique at the cover: 570 mm  Thickness of the staves, the barrique is made of: 27 mm  Thickness of the cover: 27 mm  Weight of the barrique: 42 kg  Upper hole should be conical and toasted MT+  Bung for hole, normal and silicon  Toasting of the barrique staves: medium +toasting  No. of the zinc coated hoops: 6  -Thallus: 55x2 (+/-1 %)-H: 55mm (+/- 1mm)  -Circle of barrique: 35x2 (+/-1%)- H: 110mm (+/- 5mm)  -Diameter: 45x2 (+/- 1%) –H: 320 mm(+/- 5mm)  necessary toasting of the barrique covers  intensity of cover toasting: medium + toasting | **pcs** | 5 |

xGuarantees of quality:

-Certificates for the raw materials , used in the production process

-Certificate for use in food industry

-Certificate that the goods is not GMO

-TCA analyses upon the production

-in case that the bidder is not the manufacturer of the offered goods, he is obliged to deliver the authority of the basic producer for the sales and distribution of the offered products at the territory of Montenegro

-attest for testing the oak for the organoleptic contaminants

x Warranty time period:12 months .

x 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, ie bill of measures’ of the Request for collecting the bids.

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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 \_\_\_\_\_** |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 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 | | | | |  | | | | |
| - by numbers | | | | |  | | | | |
| - by letters | | | | |  | | | | |

**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 |  |
| 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

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| **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;

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

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

**-**  the reports on accounting and financial state- balance sheet and profit and loss account with the report of the chartered auditor complied with the law , defining the accounting and audit for two previous years, ie for the period from registration;

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

To be enclosed:

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

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| **ISO 22000 or HACCP**  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 |

x statements on intent and subject of subcontracting with the list of subcontractors with main data (name, address, percentage participation and so on).

**DRAFT OF THE CONTRACT ON THE PROCUREMENT OF THE BARRIQUES**

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 barriques ,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 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 barriques for aging and wine fermentation, 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.Barriques for aging and fermentation of wine, quantity 150 pcs:**

Barrique volume 225 lit

French oak

Height: 935 mm (+/- 5mm)

For aging 10-12 months

Diameter of the 'head' ( top cover of the barrique): 575 mm(+/-2,5mm)

Diameter of barrique: 690mm (+/- 2,5 mm)

Thickness of the staves, the barrique is made of: 25/27 mm

Upper hole on the barrique diameter 50mm

Upper hole should be conical and toasted MT+

Bung for hole, normal and silicon

Grain type: middle to narrow

Toasting of the barrique staves: medium +toasting

No. of the zinc coated hoops: 6

-Thallus: 55x2 (+/-1 %)-H: 55mm (+/- 1mm)

-Circle of barrique: 35x2 (+/-1%)- H: 110 mm (+/- 5mm)

-Diameter: 45x2 (+/- 1%) –H: 320 mm(+/- 5mm)

necessary toasting of the barrique covers

intensity of cover toasting: medium + toasting

**2. Barriques for aging and fermentation of wine, quantity 5 pcs:**

Barrique volume 225 lit

French oak-Allier oak origin

Seasoning of the oak- 24 months

Height: 95 cm (+/- 5mm)

For aging 12-18 months

Diameter of the 'head' ( top cover of the barrique): 575 mm(+/-2,5mm)

Diameter of barrique: 690mm (+/- 2,5 mm)

Diameter of barrique at the cover: 570 mm

Thickness of the staves, the barrique is made of: 27 mm

Thickness of the cover: 27 mm

Weight of the barrique: 42 kg

Upper hole should be conical and toasted MT+

Bung for hole, normal and silicon

Toasting of the barrique staves: medium +toasting

No. of the zinc coated hoops: 6

-Thallus: 55x2 (+/-1 %)-H: 55mm (+/- 1mm)

-Circle of barrique: 35x2 (+/-1%)- H: 110 mm (+/- 5mm)

-Diameter: 45x2 (+/- 1%) –H: 320 mm(+/- 5mm)

necessary toasting of the barrique covers

intensity of cover toasting: medium + toasting

**3.Barriques for aging and fermentation of wine, quantity 5 pcs**

Barrique volume 225 lit

French oak-Allier and Troncais oak origin

Seasoning of the oak- 36 months

Height: 95 cm (+/- 5mm)

For aging 18-24 months

Diameter of the 'head' ( top cover of the barrique): 575 mm(+/-2,5mm)

Diameter of barrique: 690mm (+/- 2,5 mm)

Diameter of barrique at the cover: 570 mm

Thickness of the staves, the barrique is made of: 27 mm

Thickness of the cover: 27 mm

Weight of the barrique: 42 kg

Upper hole should be conical and toasted MT+

Bung for hole, normal and silicon

Toasting of the barrique staves: medium +toasting

No. of the zinc coated hoops: 6

-Thallus: 55x2 (+/-1 %)-H: 55mm (+/- 1mm)

-Circle of barrique: 35x2 (+/-1%)- H: 110mm (+/- 5mm)

-Diameter: 45x2 (+/- 1%) –H: 320 mm(+/- 5mm)

necessary toasting of the barrique covers

intensity of cover toasting: medium + toasting

**Article 3**

The total value of the goods complied with the accepted bid of the Supplier No:\_\_\_\_ dated from 2018 year , amounts \_\_\_\_\_\_\_\_\_\_\_\_\_€ (read as:\_\_\_\_\_\_\_\_\_\_\_\_\_\_Euros). with included VAT.

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

**Article 4**

Supplier is obliged to effect the the delivery of the concerned goods within 45 days from the day of the conclusion of the Contract, 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 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.

**Article 5**

Supplier of goods is obliged that the quality of goods shall be completely in accordance with the EU regulations and the quality of the concerned goods shall be completely identical with the requested technical characteristics/specification and characteristics, given in the Supplier’s offer.

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

Supplier is obliged to submit against the offer the following documents to Procurer:

-Certificate ISO 22000 or HACCP as the proof that he holds the international standard for

food safety management

-Technical sheet of the goods

-MSDS (safety sheet)

- Declaration of the concerned goods

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

**Article 6**

Warranty period for the concerned goods is \_\_\_\_\_\_\_\_\_\_ months from the delivery of the concerned goods.

Supplier is obliged . at his own cost, ro remove all defects on the concerned goods that may appear within the warranty period, if the defects are complied with the warranty conditions.

In case that Supplier does not act in compliance with the par.1 of this Article, Procurer has the right, at Supplier’s cost, to engage another person for removal of all defects, concerning the executed works and Supplier is obliged to effect the payment for the invoiced amount for the works, done by that other person for removal of the defects, which was the Supplier’s obligation, within 10 days, commencing from the day of submitting the invoice by other person.

**Article 7**

Guarantees of quality:

-Certificates for the raw materials , used in the production process

-Certificate for use in food industry

-Certificate that the goods is not GMO

-TCA analyses upon the production

**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 himself 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 informs Supplier of the stated defects and problems that occurred in the production.

In that case, the expert persons of the Procurer draw up the Minutes Claim which they send against the notification,by email to the Supplier who is obliges to notify the Procurer within 1 (one) working day whether he will respond to the invitation or not, by e -mail.

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 Minutes, provided 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 within 30 days, at the latest, and remove the defects that occurred.

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

**Article 9**

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. 12 of the Contract.

**Article 10**

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

**Article 11**

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

**Article 12**

In case that Supplier does not deliver the concerned goods to Procurer within the time limit, determined in the Art.4 or does not deliver it at all, 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.

In case that Supplier has not been present, for any reason, at Procurer’s for the appraisal of the material damage, he is obliged to accept the Minutes, made by expert persons of the Procurer 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 appraisal of the material damage.

In case of the occurrence of the circumstances, defined by this Article, Procurer is entitled to realize –activate the means of securing –guarantee, enclosed for the advance payment and bank guarantee, enclosed for 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 activating the guarantee for the advance payment and for good performance of work , return of the financial means, paid by Procurer upon the written notification by Supplier that the goods is ready for delivery.

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**

Procurer is obliged to effect the payment of the agreed price by bank transfer, as follows:

-the advance payment 50% immediately upon the conclusion of the Contract

-remaining amount 50% upon the written notification by procurer that the goods is ready for delivery to the giro account of the Supplier No. \_\_\_\_\_\_\_\_\_\_by banking instructions:\_\_\_\_\_\_\_\_\_\_.

Supplier is obliged to provide the guarantee for the advance payment in the amount of the contracted amount to Procurer with the time limit within the validity period of the Contract, immediately upon the conclusion of the Contract.

**Article 14**

Supplier is obliged to deliver to Procurer , at the moment of signing this Contract, irrevocable, unconditional and at first call payable bank guarantee for good performance of work at the amount of 5% of the total value of the Contrcat with the validity time limit of 30 (thirty) days longer than the validity period of this Contract, defined in the Art.18 of the Contract which the Procurer may activate in any moment when any reason occurs for the termination of the Contract.

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

Procurer is obliged to return to Supplier the enclosed bank guarantee for good performance of the Contract, upon the expiry of valid time limit of the Contract, directly and within the time limit immediately upon the fulfillment of the contractual obligations , ie upon the good execution of the Contract by Supplier , in the manner and by conditions from this Contract, without any Procurer’s remarks.

**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:

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 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

- deviates from the agreed, ie offered quality from the Supplier’s offer

- 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 the 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 19**

In case of any status modifications by the contractingparties 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 the 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, 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 Barriques for Aging and Wine fermentation 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 offer shall be considered correct only if:**

- all specified products, requested by the Request for Collecting 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 is expressed for the whole subject of the procurement and if the subject of the procurement is determined by lots for each lot for which it is submitted, the financial part of the offer is enclosed respectively.

**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.