13 Jul-Plantaže ad Podgorica

Procurement procedure Register No: 63-6457/17-1

Ordinal No by the Plan of the Procurement : 78

Place and date: Podgorica, 26.12.2017.

**REQUEST FOR COLECTION OF THE BIDS FOR**

**THE PROCUREMENT PROCEDURE**

 **of the galvanized steel wire and galvanized steel posts**

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| I **Data on the Procurer** |

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| Procurer:**13 Jul Plantaže a.d.** | Contact person:Presiding of the Committee  |
| Adress: **Put Radomira Ivanovića br.2** | Postal No. **81000** |
| Main office: **Podgorica** | Fiscal Ident.No.(Comp.Reg.No.).**02016281** |
| Tel: **0038220658 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 the galvanized steel wire and galvanized steel posts for establishing of new plantations. |

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

□ **Assessed value of the procurement subject**

The procurement subject is procured:

By lots:

Lot 1:galvanized steel posts of the assessed value, without included VAT 83.600,00 €, with the included VAT the amount of 99.484,00€.

Lot 2: galvanized steel wire of the assessed value without included VAT 42.465,00 €, with the included VAT amounts to 50.533,35 €.

Lot 3: ribbed bar of the assessed value without included VAT 45.400,00 € with included VAT 54.026,00 €.

 TOTAL:

 VAT not included: 171.465,00 €

 with VAT included: 204.043,40 €

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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**

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

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

** x** the list of main deliveries, made in previous two years, with values, dates and receivers, with enclosing the confirmations of the effected deliveries, issued by Purchaser or in case that the confirmations cannot be provided for the reasons, not caused by bidder, only the statement of the bidder on the effected deliveries with the statement of the reasons for which they cannot submit the confirmations,

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

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| Bidder is obliged to enclose, on the memorandum of the producer, for Lot 1, against the bid the technical sheet of the post that he offers, corresponding to the drawing, found in the part ‘technical characteristics or specifications of the subject of the public procurement, ie bill of quantities’. The technical sheet of the post must be signed and sealed by bidder.  |

□x measures for providing the quality management system:

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| ISO 9001 standard |

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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 120 days from the day of the conclusion of the Contract.

* Time limit of delivery: max 15 days from the day of the written confirmation of the goods.
* Manner of delivery: successively in accordance with the needs of the Procurer

-The 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, used officially in Montenegro in accordance with the Constitution and law

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

Criteria for the selection of the most favourable bid for Lot 1 and Lot 2 is:

□x economically the most favourable offer

 1. Functional characteristics of the products- 20 points

 2. Guarantee time limit- 10 points

 3. Price- 70 points

Category 1 will be scored as follows:

 -zinc coating per mm2- 10 points

 -design of the galvanized steel post- 10 points

Category 2 will be calculated by the formula: X offered/X max \* number of points

Category 3 will be calculated by the formula:C the lowest price/ C offered price \* number of points

Criteria for the selection of the most favourable bid for the Lot 3 is:

x the lowest offered price 100 points

Category will be calculated by the formula:C the 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 7 to 14 hrs, closing on the day of the year by the 15th of January 2018 at 13 hrs.

The bids may be submitted:

□ x directly, in person at the Procurer’s archive to the following address: Put Radomira Ivanovića No.2, 81 000 Podgorica, Montenegro.

□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 15th of January 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 which are important for the implementation of the procurement procedure**  |

**The deadline and method of payment**

The payment deadline is: 60 days from the date of the issued invoice

Method of payment: 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, I.E. BILL OF QUANTITIES**

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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**  | **Unit of measure** | **Quantity** |
|  1 | Galvanized steel posts | The height of the post should be 2500 mmThe thickness of the post should be 1,5 mmThe first perforation of the post should be at the height of 1300 mmHooks of the post, used for the tucking of the wire should be exteriorThe first external hooks should be at a height of 1 meter.The post must be in accordance with the drawing which is in the continuation of the documentGalvanization in accordance with EN ISO 1461 standard It is necessary to perform hot galvanization. |  pieces  |  20.000  |

x **Warranty time limit period:**

* minimum 15 years from the day of delivery of goods

x **Manner of implementation of the quality control- galvanized steel posts**

* By providing the attest on the results of galvanization for each delivery or lot production of the galvanized posts (testing report) in compliance with EN ISO 1461 standard
* By providing the attest for the material with CE certificate.

x **Time limit for delivery:** max 15 days from the day of the written order of goods.

x Procurer retains the right not to draw all quantities, specified by the technical characteristics of the concerned tender documentation, in case there is no need for it.

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

**Drawing of the vineyard post, corresponding to the needs of Procurer**



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

Lot 2- Galvanized steel wire

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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**  | **Unit of measure** | **Quantity** |
|  1 |  Galvanized steel wire  | Galvanized wire, diameter 2,5 mm Tensile strength 400-500 N per mm2Elongation 10% at stretch zinc coating 50-70 gr of zinc per m2 |  kg  | 35.000 |
|   2 |  Galvanized steel wire | Galvanized wire, diameter 2,8 mm Tensile strength 400-500 N per mm2Elongation 10% at stretch Zinc coating 50-70 gr of zinc per m2 |  kg | 25.000 |
|  3 | Galvanized steel wire | Galvanized wire, diameter 4 mm Tensile strength 400-500 N per mm2Elongation 10% at stretch Zinc coating 50-70 gr of zinc per m2 |  kg | 2.000 |

**x Warranty time limit:** min 15 years from the delivery date

**x Manner of conducting quality control**

-By providing the attest on the results of galvanization for each delivery or lot of the production of wire with zinc coating 50-70 gr zinc per mm2. (testing report)

x **Time limit :** max 15 days from the day of the written order of goods

x Procurer retains the right not to draw all quantities, specified by the technical characteristics of the concerned tender documentation, in case there is no need for it.

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

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|  **TECHNICAL CHARACTERISTICS OR SPECIFICATIONS OF THE SUBJECT OF THE** **PROCUREMENT, I.E. BILL OF QUANTITIES** **Lot 3- Ribbed bar**

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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**  | **Unit of measure** |  **Quantity** |
|  1 |  Bar |   Ribbed bar  Diameter Ø 8 Bars should be cut into piece  of 1 metre length  |  piece  | 200.000 |

 **x Warranty time limit:** min 15 years from the delivery date  **x Manner of conducting quality control**  -By providing the attest for the delivered bars  x **Time limit :** max 15 days from the day of the written order of goods  x Procurer retains the right not to draw all quantities, specified by the technical characteristics of the concerned  tender documentation, in case there is no need for it.  x A qualitative receipt of the goods shall be made on the delivery day, during the validity of the Contract,  for each delivery of goods, implying the control of parameters, given in the technical characteristics/specification  and accepted bid by the Supplier. |
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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**

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

*(description of the subject of the procurement)*

**FOR**

□ subject of the procurement as a whole

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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  |  |

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

1

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

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| **FINANCIAL PART OF THE BID FOR LOT 1** |

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

**Conditions of the Bid :**

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

Authorised entity of the Bidder

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

*(name, surname and function)*

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

 *(signature by own hand)*

 PLACE OF SEAL

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| **FINANCIAL PART OF THE BID FOR LOT 2** |

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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 :**

|  |  |
| --- | --- |
| 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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| **FINANCIAL PART OF THE BID FOR LOT 3** |

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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 :**

|  |  |
| --- | --- |
| 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 INTHE 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**  |

**It is not required.**

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

** x** the list of main deliveries, made in previous two years, with values, dates and receivers, with enclosing the confirmations of the effected deliveries, issued by Purchaser or in case that the confirmations cannot be provided for the reasons, not caused by bidder, only the statement of the bidder on the effected deliveries with the statement of the reasons for which they cannot submit the confirmations,

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

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| Bidder is obliged to enclose, on the memorandum of the producer, for Lot 1, against the bid the technical sheet of the post that he offers, corresponding to the drawing, found in the part ‘technical characteristics or specifications of the subject of the public procurement, ie bill of quantities’. The technical sheet of the post must be signed and sealed by bidder.  |

□x measures for providing the quality management system:

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| ISO 9001 standard |

**DRAFT OF THE CONTRACT ON THE PROCUREMENT OF THE GALVANIZED STEEL POSTS**

 **LOT 1**

This Contract is concluded between:

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

**Bidder** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_based in\_\_\_\_\_\_\_\_\_\_\_\_\_, address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 galvanized steel posts and galvanized steel wire , complied with the technical characteristics or specification, enclosed in the request for collecting the bids for Lot 1, No.\_\_\_\_\_\_\_/17, dated from \_\_\_\_\_ 2017.

Decision on the selection of the most favourable bid for the Lot 1, No. \_\_\_\_\_\_dated from\_\_\_\_\_\_\_\_\_\_\_\_\_2017..

Bid of the bidder No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_dated from:\_\_\_\_\_\_\_\_\_\_\_\_\_\_2017.

**Article 1**

The subject of this Contract is the procurement and delivery of the steel, galvanized posts to the Procurer complied with the technical characteristics/ specification, enclosed in the Request for collecting the bids for Lot 1, No:\_\_\_\_\_\_\_\_\_\_\_/17, dated from \_\_\_\_\_\_\_\_\_2017, Decision on the selection of the most favourable bid No.for Lot 1 \_\_\_\_\_\_dated from\_\_\_\_\_\_\_\_\_\_\_\_\_2017 and accepted Bid of the Supplier No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated from:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2017 which makes the integral part to this Contract.

**Article 2**

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

1. **Galvanized steel posts, 20000 pieces:**

-The height of the post should be 2500 mm

- The thickness of the post should be 1,5 mm

- The first external hooks should be at a height of 1 meter.

- The first perforation of the post should be at the height of 1300 mm

-Hooks of the post, used for the tucking of the wire should be exterior

-The post must be in accordance with the drawing which is in the continuation of the document

-Galvanization in accordance with EN ISO 1461 standard

-It is necessary to perform hot galvanization.

**Article 3**

The total value of the goods complied with the accepted bid-proof the Supplier No:\_\_\_\_ dated from 2017 year , 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 15 days from the day of the order of goods, Procurer’s warehouse, Podgorica,parity of delivery is DAP Podgorica (Incoterms 2010).

Parity of delivery for a foreign entity (foreign supplier), concerning the payment of VAT may be determined pursuant to Art. 12, par.1, point 2 Law on the Value Added Tax (Official Gazette of Republic of Montenegro, No. 65/01….04/06 and Official Gazette No.16/07, 40/11), by which it is defined,as follows:

 As far as a foreign entity, operating its business activities in Montenegro through a **business unit,** is concerned in accordance with the Art.28 of the Rules on Application of VAT (Official Gazette Republic of Mne, No. 65/02…..16/06, 64/08), **that business unit shall calculate and pay VAT,** in accordance with the Rules ( Business unit of a foreign entity represents in the name and on behalf of a foreign entity and it must use the firm of the mother enterprise,its seat and its title);

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

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

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

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

Procurer retains the right not to draw all quantities, specified by the technical characteristics of the concerned tender documentation, in case there is no need for it.

**Article 5**

Supplier of goods guarantees for the quality of goods and is obliged that the quality of goods shall be in accordance with all technical characteristics/specifications , asked by the Request for collecting the bids and accepted bid by Supplier as well as provided attests on the results of galvanization for each delivery or lot production of the galvanized posts (testing report) complied with the EN ISO 1461 standard and attests for material with CE certificate.

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

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.

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

Supplier is obliged to deliver ISO 9001 standard , against the bid,to the Procurer, as the proof that it holds the international standard for the quality management system in the Supplier’s business organization.

Warranty time limit for the concerned goods is 15 (fifteen) years from the delivery date.

**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 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 t and deliver a new quantity of the concerned goods of the proper quality within 7 days from the day of claim.

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

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 24 hours , at the latest, an expert, responsible person who will, together with the responsible persons of the Procurer determine the problem that occurred and draw up the mutual Minutes on further handling with the goods, at Supplier’s cost.

 In case that the Supplier does not respond to the call in due time and the mutual Minutes is not drawn up, it shall be considered that he has accepted the claim of the goods. In case of return of the delivery, Supplier is obliged to deliver a new quantity of goods and remove the defects that occurred within 7 (seven) working days, at the latest.

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

**Article 7**

In the case that the Supplier does not deliver the goods upon the claim, described in the Art. 6 of this Contract,he is obliged to compensate the damage to the Procurer in the manner, as defined by the Art.9 of the Contract.

**Article 8**

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

**Article 9**

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

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

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

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 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 10**

Procurer is obliged to effect the payment of the agreed price by bank transfer within 60 days from the day of issuing the invoice by Supplier to the giro account of Supplier No. \_\_\_\_\_\_\_\_\_\_/by banking instructions: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Article 11**

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.15 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 12**

 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 13**

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 14**

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 15**

This Contract is concluded for the period of 120 (one hundred and twenty) days and is applicable from the day of its conclusion.

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

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

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

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

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

- and in other cases, stipulated by this Contract.

Termination of the Contract does not release Supplier from the compensation of the damage, defined in the Art. 9 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 16**

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 17**

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 18**

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

**Article 19**

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.11 of this 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 20**

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

**Article 21**

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 galvanized steel posts shall be made in accordance with the Bidder, the Bid of which has been selected as the most favourable.

**DRAFT OF THE CONTRACT ON THE PROCUREMENT OF THE GALVANIZED STEEL WIRE- LOT 2**

This Contract is concluded between:

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

**Bidder** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_based in\_\_\_\_\_\_\_\_\_\_\_\_\_, address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 galvanized steel posts and galvanized steel wire , complied with the technical characteristics or specification, enclosed in the request for collecting the bids for Lot 2, No.\_\_\_\_\_\_\_/17, dated from \_\_\_\_\_ 2017.

Decision on the selection of the most favourable bid for the Lot 2, No. \_\_\_\_\_\_dated from\_\_\_\_\_\_\_\_\_\_\_\_\_2017..

Bid of the bidder No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_dated from:\_\_\_\_\_\_\_\_\_\_\_\_\_\_2017.

**Article 1**

The subject of this Contract is the procurement and delivery of the steel, galvanized wire to the Procurer ,complied with the technical characteristics/ specification, enclosed in the Request for collecting the bids for Lot 2, No:\_\_\_\_\_\_\_\_\_\_\_/17, dated from \_\_\_\_\_\_\_\_\_2017, Decision on the selection of the most favourable bid for the Lot 2, No. \_\_\_\_\_\_dated from\_\_\_\_\_\_\_\_\_\_\_\_\_2017 and accepted Bid of the Supplier No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated from:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2017 which makes the integral part to this Contract.

**Article 2**

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

1. **Galvanized steel wire, 35000 kg:**

 - Galvanized wire, diameter 2,5 mm

 - Tensile strength 400-500 N per mm2

 - Elongation 10% at stretch

 - Zinc coating 50-70 gr of zinc per m2

 **2.Galvanized steel wire, 25000 kg:**

 - Galvanized wire, diameter 2,8 mm

 - Tensile strength 400-500 N per mm2

 - Elongation 10% at stretch

 - Zinc coating 50-70 gr of zinc per m2

 **3. Galvanized steel wire, 20000 kg:**

 - Galvanized wire, diameter 4 mm

 - Tensile strength 400-500 N per mm2

 - Elongation 10% at stretch

 - Zinc coating 50-70 gr of zinc per m2

**Article 3**

The total value of the goods complied with the accepted bid-proof the Supplier No:\_\_\_\_ dated from 2017 year , 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 15 days from the day of the order of goods, Procurer’s warehouse, Podgorica,parity of delivery is DAP Podgorica (Incoterms 2010).

Parity of delivery for a foreign entity (foreign supplier), concerning the payment of VAT may be determined pursuant to Art. 12, par.1, point 2 Law on the Value Added Tax (Official Gazette of Republic of Montenegro, No. 65/01….04/06 and Official Gazette No.16/07, 40/11), by which it is defined,as follows:

 As far as a foreign entity, operating its business activities in Montenegro through a **business unit,** is concerned in accordance with the Art.28 of the Rules on Application of VAT (Official Gazette Republic of Mne, No. 65/02…..16/06, 64/08), **that business unit shall calculate and pay VAT,** in accordance with the Rules ( Business unit of a foreign entity represents in the name and on behalf of a foreign entity and it must use the firm of the mother enterprise,its seat and its title);

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

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

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

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

Procurer retains the right not to draw all quantities, specified by the technical characteristics of the concerned tender documentation, in case there is no need for it.

**Article 5**

Supplier of goods guarantees for the quality of goods and is obliged that the quality of goods shall be in accordance with all technical characteristics/specifications , asked by the Request for collecting the bids and accepted bid by Supplier as well as provided attests on the results of galvanization for each delivery or lot production of the wire with zinc coating 50-70 gr zinc per mm2(testing report).

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

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.

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

Supplier is obliged to deliver ISO 9001 standard , against the bid,to the Procurer, as the proof that it holds the international standard for the quality management system in the Supplier’s business organization.

Warranty time limit for the concerned goods is 15 (fifteen) years from the delivery date.

**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 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 t and deliver a new quantity of the concerned goods of the proper quality within 7 days from the day of claim.

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

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 24 hours , at the latest, an expert, responsible person who will, together with the responsible persons of the Procurer determine the problem that occurred and draw up the mutual Minutes on further handling with the goods, at Supplier’s cost.

 In case that the Supplier does not respond to the call in due time and the mutual Minutes is not drawn up, it shall be considered that he has accepted the claim of the goods. In case of return of the delivery, Supplier is obliged to deliver a new quantity of goods and remove the defects that occurred within 7 (seven) working days, at the latest.

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

**Article 7**

In the case that the Supplier does not deliver the goods upon the claim, described in the Art. 6 of this Contract,he is obliged to compensate the damage to the Procurer in the manner, as defined by the Art.9 of the Contract.

**Article 8**

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

**Article 9**

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

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

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

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 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 10**

Procurer is obliged to effect the payment of the agreed price by bank transfer within 60 days from the day of issuing the invoice by Supplier to the giro account of Supplier No. \_\_\_\_\_\_\_\_\_\_/by banking instructions: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Article 11**

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.15 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 12**

 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 13**

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 14**

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 15**

This Contract is concluded for the period of 120 (one hundred and twenty) days and is applicable from the day of its conclusion.

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

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

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

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

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

- and in other cases, stipulated by this Contract.

Termination of the Contract does not release Supplier from the compensation of the damage, defined in the Art. 9 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 16**

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 17**

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 18**

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

**Article 19**

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.11 of this 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 20**

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

**Article 21**

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 galvanized steel wire shall be made in accordance with the Bidder, the Bid of which has been selected as the most favourable.

**DRAFT OF THE CONTRACT ON THE PROCUREMENT OF BARS - LOT 3**

This Contract is concluded between:

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

**Bidder** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_based in\_\_\_\_\_\_\_\_\_\_\_\_\_, address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 galvanized steel posts and galvanized steel wire , complied with the technical characteristics or specification, enclosed in the request for collecting the bids for Lot 3, No.\_\_\_\_\_\_\_/17, dated from \_\_\_\_\_ 2017.

Decision on the selection of the most favourable bid for the Lot 3, No. \_\_\_\_\_\_dated from\_\_\_\_\_\_\_\_\_\_\_\_\_2017..

Bid of the bidder No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_dated from:\_\_\_\_\_\_\_\_\_\_\_\_\_\_2017.

**Article 1**

The subject of this Contract is the procurement and delivery of the bars to the Procurer ,complied with the technical characteristics/ specification, enclosed in the Request for collecting the bids for Lot 3, No:\_\_\_\_\_\_\_\_\_\_\_/17, dated from \_\_\_\_\_\_\_\_\_2017, Decision on the selection of the most favourable bid for the Lot 3, No. \_\_\_\_\_\_dated from\_\_\_\_\_\_\_\_\_\_\_\_\_2017 and accepted Bid of the Supplier No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated from:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2017 which makes the integral part to this Contract.

**Article 2**

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

1. **Bars, 200.000 pieces**

- Ribbed bars

 -Diameter Ø 8

 -Bars should be cut into pieces of 1 metre length

**Article 3**

The total value of the goods complied with the accepted bid-proof the Supplier No:\_\_\_\_ dated from 2017 year , 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 15 days from the day of the order of goods, Procurer’s warehouse, Podgorica,parity of delivery is DAP Podgorica (Incoterms 2010).

Parity of delivery for a foreign entity (foreign supplier), concerning the payment of VAT may be determined pursuant to Art. 12, par.1, point 2 Law on the Value Added Tax (Official Gazette of Republic of Montenegro, No. 65/01….04/06 and Official Gazette No.16/07, 40/11), by which it is defined,as follows:

 As far as a foreign entity, operating its business activities in Montenegro through a **business unit,** is concerned in accordance with the Art.28 of the Rules on Application of VAT (Official Gazette Republic of Mne, No. 65/02…..16/06, 64/08), **that business unit shall calculate and pay VAT,** in accordance with the Rules ( Business unit of a foreign entity represents in the name and on behalf of a foreign entity and it must use the firm of the mother enterprise,its seat and its title);

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

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

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

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

Procurer retains the right not to draw all quantities, specified by the technical characteristics of the concerned tender documentation, in case there is no need for it.

**Article 5**

Supplier of goods guarantees for the quality of goods and is obliged that the quality of goods shall be in accordance with all technical characteristics/specifications , asked by the Request for collecting the bids and accepted bid by Supplier as well as provided attests on the results of galvanization for each delivery or lot production of the wire with zinc coating 50-70 gr zinc per mm2(testing report).

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

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.

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

Supplier is obliged to deliver ISO 9001 standard , against the bid,to the Procurer, as the proof that it holds the international standard for the quality management system in the Supplier’s business organization.

Warranty time limit for the concerned goods is 15 (fifteen) years from the delivery date.

**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 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 t and deliver a new quantity of the concerned goods of the proper quality within 7 days from the day of claim.

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

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 24 hours , at the latest, an expert, responsible person who will, together with the responsible persons of the Procurer determine the problem that occurred and draw up the mutual Minutes on further handling with the goods, at Supplier’s cost.

 In case that the Supplier does not respond to the call in due time and the mutual Minutes is not drawn up, it shall be considered that he has accepted the claim of the goods. In case of return of the delivery, Supplier is obliged to deliver a new quantity of goods and remove the defects that occurred within 7 (seven) working days, at the latest.

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

**Article 7**

In the case that the Supplier does not deliver the goods upon the claim, described in the Art. 6 of this Contract,he is obliged to compensate the damage to the Procurer in the manner, as defined by the Art.9 of the Contract.

**Article 8**

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

**Article 9**

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

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

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

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 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 10**

Procurer is obliged to effect the payment of the agreed price by bank transfer within 60 days from the day of issuing the invoice by Supplier to the giro account of Supplier No. \_\_\_\_\_\_\_\_\_\_/by banking instructions: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Article 11**

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.15 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 12**

 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 13**

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 14**

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 15**

This Contract is concluded for the period of 120 (one hundred and twenty) days and is applicable from the day of its conclusion.

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

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

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

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

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

- and in other cases, stipulated by this Contract.

Termination of the Contract does not release Supplier from the compensation of the damage, defined in the Art. 9 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 16**

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 17**

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 18**

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

**Article 19**

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.11 of this 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 20**

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

**Article 21**

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 bars 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 beensubmitted.

**Draft of the Contract on Procurement**

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

**Due time of the bid**

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

**Recommendation to the bidders**

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