**GENERAL PROCUREMENT INFORMATION**

**1. Customer information**

|  |  |
| --- | --- |
| **Client:****Adriatic University, Faculty of Traffic, Communications and Logistics** | **Contact person(s):****Ivana Buzdovan**ivanabuzdovan@yahoo.com**Oliver Popovic**popovic.fskl@gmail.com |
|  **Address:**  Zrtava fasizma bb BUDVA, MONTENEGRO | **Postal code:**85310 |
| **City:**Budva | **MONTENEGRO** |
| **Phone:****+382 67 305-645** |  |
| **Electronic mail (e-mail):****studentsskasluzba @fskl.cg.me ;** | **Website:****www.fskl-cg.me** |

**2. Subject of procurement**

The subject of the procurement is the procurement of goods: equipment within the framework of the ERASMUS + INTEC project for the client "ADRIATIC" BAR UNIVERSITY, FACULTY OF TRAFFIC, COMMUNICATIONS AND LOGISTICS, BUDVA.

**3. Source of funding**

Dedicated funds of the Erasmus + project "INTEC: International Engineering Competence Centers to push Sustainable Mobility Development in Albania and Montenegro" Erasmus+ CBHE Project No. 101081873-ERASMUS-EDU-2022-CBHE-STRAND-2

**4. Type of procurement procedure**

The procurement in question is carried out by the Procurement Committee of the University "Adriatik", Bar, Faculty of Traffic, Communications and Logistics, Budva, formed by the Decision of the Dean of the Faculty 474/24 of 21 October 2024. The invitation to submit bids for the procurement in question was published on the website of the Employer and sent to potentially interested parties on October 24, 2024. year.

The procurement procedure is carried out in order to conclude a procurement contract.

**5. Deadline and method of submitting bids**

Offers with evidence of fulfillment of the conditions from the tender documents are submitted by mail to the address:

1. **"Adriatic" University, Bar**

**Faculty of Traffic, Communications and Logistics, Budva**

**Victim of Fascism bb 85310 Budva,**

**Montenegro**

**with indication: For the Commission for the procurement of equipment for INTEC "DO NOT OPEN"** .

or

1. **To the official e-mail address of the faculty - studentskasluzba @fskl.cg.me**

The deadline for submitting bids is **10/29/2024.** until 12:00 p.m.

The offer is considered timely if it is received by the ordering party within the deadline set for the submission of offers.

Upon receipt of a certain offer, the ordering party will indicate the time of its receipt, the registration number and the date of the offer. An offer that was not received by the Client within the deadline set for submitting offers, i.e. that was received after the end of the day and hour by which offers can be submitted, will be considered untimely.

After the tender opening procedure is completed, the ordering party will return the untimely bid to the unopened bidder, with an indication that it was submitted untimely, and for unaccepted bids, it will send a corresponding notification.

During the bid submission deadline, the bidder may amend, supplement or revoke his bid, in the manner specified for bid submission. The bidder is obliged to clearly indicate which part of the bid he is changing, that is, which documents he is subsequently submitting.

After the deadline for submission of bids has expired, the bidder cannot withdraw or change its bid.

The bidder submits the bid in a sealed envelope or box with a seal and on the back must state the name and address of the bidder, telephone and fax number of the bidder, first and last name and telephone number of the contact person.

The offer submitted, on the downloaded offer form, must be clear and unambiguous and certified with the seal and signature of the authorized person of the offeror.

It is necessary that all documents submitted with the offer be tied with tape and sealed, so that individual sheets or attachments cannot be subsequently inserted, removed or replaced, without visibly damaging the sheets or the seal.

A bidder may submit only one bid.

A bidder who submits a bid independently cannot simultaneously participate in a joint bid or as a subcontractor, nor can he participate in several joint bids.

**6. Opening of bids**

Bids are opened by the Commission for the implementation of simple public procurement, established by Decision no. 474/24 of 21.10.2024. year, within 3 days.

**7. The deadline in which the Employer will make a decision on the award of the contract**

The decision on awarding the contract will be made by the Client no later than 4 (four) days from the day of acceptance of the most favorable offer.

**I I DATA ON THE SUBJECT OF PROCUREMENT**

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

The subject of the procurement is the procurement **of equipment and its installation from the ERASMUS + INTEC project.**

**2. Name and designation of procurement:**

The type, technical characteristics and specifications, quality, quantity and description of goods from this procurement are given in the table:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Description of the subject of procurement,****that is, part of the procurement subject** | **Essential characteristics of the procurement object in terms of quality, performance and/or dimensions** | **Unit of measure** | **Quantity** |
| 1. | **Laptop computer** | **The laptop must have at least the following characteristics:*** CPU: *Hyper-threading* (HHT) or *Multi-core* (for example: i3 12th generation or similar/better). CPU speed: at least 2.4 GHz.
* RAM: minimum 8 GB DDR4.
* SSD: minimum 256GB.
* Screen size 15.6"
* Operating system: Microsoft Windows 11
 | Pcs | 8 |

**Party 1.**

**Party 2.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Description of the subject of procurement,****that is, part of the procurement subject** | **Essential characteristics of the procurement object in terms of quality, performance and/or dimensions** | **Unit of measure** | **Quantity** |
| 2. | **Esri ArcGIS Pro software for academic institutions, with minimum** ***Network Analyst* program extension** | **The software must have at least the following features:**(1) Driving time analysis; (2) point-to-point routing; (3) Route instructions; (4) Definition of service area; (5) Shortest path; (6) Optimal route; (7) The nearest facility; (8) *Origin-Destination* (OD) matrix | Pcs | 8 |

**III INSTRUCTIONS TO BIDDERS HOW TO MAKE AN OFFER**

The instruction to bidders on how to make an offer contains information on the requirements of the Client regarding the content of the offer, as well as the conditions under which the procurement procedure is carried out.

**1. Information on the language in which the offer must be drawn up**

The offer must be written in Montenegrin or English, as well as the attachments submitted with the offer.

**2. Mandatory content of the offer**

The offer must contain:

- Contract model, completed in accordance with the offer, signed and stamped;

- The form of the price structure, and the form of the price structure from the Table of technical specifications with the indication of the warranty period, filled in, signed and stamped.

**3. The manner in which the offer must be made**

The forms given in the competition documentation must be correctly filled out, signed and certified.

The bid is drawn up by the bidder entering the required data in the forms that are an integral part of the tender documentation.

The bidder can submit only one bid, with evidence of fulfillment of the conditions from the tender documents. The offer is submitted for all types and total quantities of goods. The bidder is obliged to fill in all items (elements) in the Price Structure Form.

The bidder can submit only one bid, with evidence of fulfillment of the conditions from the tender documents.

During the bid submission deadline, the bidder may amend, supplement or revoke his bid, in the manner specified for bid submission. The bidder is obliged to clearly indicate which part of the bid he is changing, that is, which documents he is subsequently submitting.

After the deadline for submission of bids has expired, the bidder cannot withdraw or change its bid.

If the bidder performs with a group of bidders, the authorized representative of the bidder group fills in, signs and seals all the forms specified in the tender documentation.

The forms must be filled in, signed and stamped.

The authorized representative of the Group of Bidders must have the authorization to submit a bid, which is signed and certified by all bidders from the Group of Bidders. The authorization is submitted with the offer. In addition, he fills in, signs and certifies all the above-mentioned forms, as well as when submitting a bid with a subcontractor or an independent bid.

Each bidder from the group of bidders fills in, signs and stamps the form Data on the bidder participating in the joint bid. The authorized representative of the bidder fills in, signs and seals the Bidder Data form.

If the bidder performs with a subcontractor, the bidder and the subcontractor must fill in, sign and seal the form, in addition to the above-mentioned forms, and the Subcontractor Data Form.

**4. Offer with variants**

Variants are not allowed.

**5. Requirements regarding delivery time; places of delivery; methods, terms and conditions of payment; offer validity period; quality; warranty period and receipt of goods** .

*Delivery - term, place and method of delivery:*

The term of delivery, delivery of the entire quantity of goods according to the technical specification and its installation cannot be longer than 30 days from the date of conclusion of the contract.

*Place and method of delivery of the equipment* - Franko the Orderer, at the headquarters of the Orderer (Buyer - Orderer) to the user's desk, unpacked-installed-trial operation, at the address:

***University "Adriatik" Bar, Faculty of Traffic, Communications and Logistics, Budva***

***Victim of fascism bb***

***Academy of Knowledge Building***

***Budva***

*The place for installation is determined by the Client.*

*Requirements regarding the method, term and conditions of payment:*

Payment of the agreed value upon final execution of the contract, after drawing up a record of handover of goods and installation of equipment within 15 days according to the issued invoice. In the case of an advance payment, the rest of the payment is due after the preparation of the record of handover of the goods within 15 days according to the issued invoice.

*Quality requirement*

The quality of the goods that are the subject of this contract must fully correspond to:

- valid domestic or international standards for that type of goods,

- the technical characteristics of the goods given in the goods specification form with the technical characteristics from the documentation,

- quality certificates and certificates;

-goods must be delivered in original packaging, must be new, unused, in good condition and have everything necessary for use.

*Requirement regarding the validity period of the offer* :

The validity period of the offer cannot be shorter than 30 days from the day of opening of offers.

*Requirements regarding the warranty period, servicing within the warranty period and receipt of goods:*

Warranty period - must be specified for all positions in the offer form, expressed in months. (Technical specification form, separate column)

The guarantee is implemented in authorized service centers (when delivering the equipment, the supplier submits a certificate of cooperation with authorized service centers).

The receipt of the goods will be carried out by a special Commission for the receipt of goods, formed by the decision of the Dean of the Faculty, as the Ordering Party and Bidder at the ordering party's premises.

If the bidder does not deliver the goods that correspond to the technical specification, and according to the accepted offer, this will be noted in the minutes and the same will be returned to the bidder, and the bidder is obliged to deliver the corresponding goods by the end of the agreed term.

The bidder must provide servicing, that is, the elimination of defects on the equipment within the warranty period. The service is carried out through the manufacturer's authorized services.

If the Bidder does not comply with the above instructions, regarding delivery, payment, validity period of the bid, the bid will be rejected as unacceptable.

**6. Price, price structure, currency and the way in which the price must be stated and expressed in the offer:**

The price of the goods that the Bidder states in the offer must be expressed in euros.

**The ordering party pays the amount without VAT to the bidder.** The ordering party will provide the bidder with a certificate of exemption from VAT (see Note within this point).

The bidder is obliged to state the price in his bid in the Bid Form and the Price Structure Form. The bidder should enter the individual price without included VAT, as well as the total price in euros without included VAT for each item from the technical specification for which he submits a bid. In the Price Structure Form and the Offer Form, the bidder states the total price without VAT, VAT and the total price with VAT.

The price without VAT is given by the customer Franko and it includes all dependent costs that burden it, it must also include all possible discounts (they are not shown separately).

The prices given in the offer are fixed and cannot be changed. The price must be expressed both numerically and textually, whereby the textual value has priority. If, during the review of bids, the Commission notices calculation errors, it will notify the Bidder. The bidder is obliged to give written consent for the correction of the error.

NOTE

Equipment purchased within the international cooperation program ERASMUS + INTEC is exempt from VAT. In accordance with all of the above, the Bidder is exempted from paying VAT, and the Ordering Party pays the Bidder the amount from the offer without VAT, which represents the amount of the total contracted value.

**7. Method of marking confidential data:**

The ordering party shall keep as confidential all information about the bidders contained in the offer, which, in accordance with the law, the bidder marked as such in the offer; will refuse to provide information that would violate the confidentiality of the data obtained in the offer; will keep as a business secret the names of interested persons, bidders and applicants, as well as data on submitted bids, that is, applications, until the bids, that is, applications, are opened.

Evidence of the fulfillment of mandatory conditions, prices and other data from the offer that are important for the application of criteria elements and the ranking of the offer will not be considered confidential.

The client will treat as confidential the data in the offer that are contained in the documents that are marked as such, that is, that contain the mark "CONFIDENTIAL" in the upper right corner, and the signature of the authorized person of the bidder under the mentioned mark.

If only certain information contained in the document submitted with the offer is considered confidential, the confidential information must be marked in red, "CONFIDENTIAL" must be written next to it, and the signature of the authorized person of the bidder must be written below the mentioned mark.

The customer is not responsible for the confidentiality of data that is not marked in the mentioned way.

**8. Additional information or clarifications regarding the preparation of the offer:**

The interested party may, in writing, ask the Employer for additional information or clarifications regarding the preparation of the offer, no later than 5 (five) days before the deadline for submitting offers.

The ordering party will respond in writing to the interested party within 3 (three) days from the date of receipt of the request for additional information or clarifications of the tender documentation by publishing it on its website. [https://www.fskl-cg.me/nabavke/konkursna-dokumentation-u-postupku-nabavke-dobara-iz-projekta-intec/125](https://www.fskl-cg.me/nabavke/konkursna-dokumentacija-u-postupku-nabavke-dobara-iz-projekta-intec/125) or directly via e-mail.

Requests for additional information or clarifications regarding the preparation of the offer can be sent electronically to the address: **studentskasluzba @fskl.cg.me** with the indication "for Procurement for ERASMUS + Project INTEC"

Requesting additional information or clarification regarding the preparation of the offer by telephone is not allowed.

**9 . The way in which additional explanations can be requested from the bidder after the opening of the bids and control of the bidder, i.e. its subcontractor:**

During the professional evaluation of the bids, the client may request additional explanations from the bidder that will help him in reviewing, evaluating and comparing the bids, and he may also perform control (inspection) of the bidder, that is, his subcontractor.

The ordering party, with the consent of the Bidder, will make corrections to calculation errors observed during the consideration of the bid after the bid opening procedure has been completed.

In the case of a difference between the unit price and the total price per unit of measure, the unit price is the relevant one.

If the bidder does not agree to the correction of calculation errors, the Client will reject his bid as unacceptable.

**10. Negative references - performance of obligations under previously concluded contracts:**

The client can reject the offer if he has proof of a negative reference

**11. Reasons for which the offer will be rejected:**

The client will reject the offer if it is untimely, unacceptable and inappropriate, and all in accordance with the requirements from the documentation.

The customer will reject the offer if:

- the bidder does not prove that he meets the mandatory conditions for participation;

- the bidder does not prove that he meets the additional conditions;

- the offered validity period of the offer is shorter than prescribed;

- the offer contains other defects due to which it is not possible to determine the actual content of the offer or it is not possible to compare it with other offers;

- The procurement contract will be concluded no later than 8 days after the deadline for submitting a request for the protection of rights.

- If the bidder who was awarded the contract refuses to sign it, the contract will be concluded with the next ranked bidder.

- In other cases in which the bidder did not act in accordance with the requirements stipulated in the tender documentation.

**12. Criterion for evaluation of offers:**

The criterion that the Purchaser has chosen for the evaluation of bids is in accordance with the procurements carried out by the Faculty, and they refer to the price and delivery time.

If, after reviewing and evaluating the bids, two or more bids have the same offered price, the Purchaser will select the most favorable bid from the bidder who gave a shorter delivery period, in the event that the bids are equal and with regard to this criterion, the bid with a longer warranty period will have priority ( the length of the warranty periods is stated individually).

The contracting authority will only evaluate bids in which bidders have responded to the required conditions from the call for bids and tender documents - appropriate and acceptable bids. An offer that the Purchaser has determined to be unacceptable will not be evaluated, and the offeror **cannot** subsequently supplement or modify it in order to make it acceptable.

**13. Deadline for concluding the contract:**

The procurement contract will be concluded no later than 30 days from the date of the decision of the Procurement Implementation Commission.

**14. Suspension of the procurement procedure:**

The ordering party may suspend the procurement procedure for objective and demonstrable reasons, which could not be foreseen at the time of initiation of the procedure and which make it impossible for the started procedure to be completed, i.e. as a result of which the ordering party's need for the procurement in question has ceased, which is why it will not be repeated during the same budget year , that is, in the next six months.

The ordering party will explain its decision on the suspension of the procurement procedure in writing and submit it to the bidders within three days from the date of the decision.

The ordering party is obliged to publish a notice on the suspension of the procurement procedure on its website within five days from the date of finality of the decision on the suspension of the procurement procedure.

**15. Request for protection** **rights**

The request for the protection of rights is submitted by e-mail to e -mail **studentskasluzba @fskl.cg.me** .

A request for the protection of rights can be submitted during the entire procurement procedure, against each action of the ordering party.

A request for the protection of rights contesting the procedure, the content of the invitation to submit bids or tender documents will be considered timely if it is received by the ordering party no later than seven days before the deadline for submitting bids, regardless of the method of delivery and if the applicant has indicated to the ordering party that possible defects, and the Client did not remove them.

A request for the protection of rights challenging actions taken by the contracting authority before the deadline for submission of bids expires will be considered timely if it is submitted no later than the deadline for submission of bids.

After the decision on the award of the contract or the decision on the suspension of the procedure has been made, the deadline for submitting a request for the protection of rights is 10 days from the date of publication of the decision on the ordering party's website. The request for the protection of rights does not prevent further activities of the ordering party in the procurement procedure.

The ordering party publishes a notification about the submitted request for the protection of rights on its website no later than two days after the date of receipt of the request for the protection of rights.

**16. Costs of preparing the offer**

The costs of preparation and submission of the offer are borne exclusively by the bidder and may not request reimbursement of costs from the ordering party.

**17 . Compliance with applicable regulations**

The bidder is obliged to state when preparing the bid that he has complied with the obligations arising from the valid regulations on labor protection, employment, working conditions and environmental protection and that he does not have a ban on the performance of activities that is in force at the time of submitting the bid.

**IV FORM: MODEL CONTRACT**

If the bidder is performing with a group of bidders, the contract model is filled in, signed and stamped by an authorized representative of the bidder group.

In the case of submitting a joint offer, i.e. an offer with the participation of subcontractors, all bidders from the group of bidders, i.e. all subcontractors, must be listed in the contract model.

**CONTRACT**

**on the procurement of equipment and its installation from the project** "INTEC: International Engineering Competence Centers to push Sustainable Mobility Development in Albania and Montenegro" Erasmus+ CBHE Project No. 101081873-ERASMUS-EDU-2022-CBHE-STRAND-2

Concluded in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_-, on \_\_\_.\_\_\_.2024. between:

1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from\_\_\_\_\_\_\_\_\_\_\_\_\_, ul.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

represented by the director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ - (hereinafter: Seller)

Current account number:

GDP:

Registration number:

1.1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, i

(Other bidders from the bidder group)

2. University "Adriatik" Bar, Faculty of Traffic, Communications and Logistics, Budva, represented by the dean prof. Dr. Srđa Popović - (hereinafter: Customer). Current account number: Lovćen banka 565-10000-60; PID: 02696363.

Article 1.

PREAMBLE

The contracting parties agree:

1.1. That the Buyer, according to the tender documentation, carried out the procurement of goods - from the ERASMUS+ Project INTEC: International Engineering Competence Centers to push Sustainable Mobility Development in Albania and Montenegro" Erasmus+ CBHE Project No. 101081873-ERASMUS-EDU-2022-CBHE-STRAND-2

1.2. That the Seller: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

submitted Offer no. \_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_ year, which fully corresponds to the requested requirements of the Buyer and the conditions from the tender documentation, which is an integral part of this contract as - Attachment No. 1.

1.3. That the validity of the Offer from point 1.2. at least 30 days from the day the offer is opened.

1.4. That the total value of the Offer is given without VAT, i.e. that the agreed value amounts to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ euros.

1.5. In accordance with the acts specified in the tender documentation, the Seller is exempted from paying VAT, and the Buyer pays the seller the amount from the offer without VAT, which represents the amount of the total contracted value.

1.6. Funds for the implementation of the procurement in question were provided from the international project ERASMUS + project INTEC.

Article 2.

SUBJECT OF THE CONTRACT

2.1. The Seller undertakes to deliver the goods for the Buyer's needs (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) name, in all respects according to the requirements from the price structure form (technical specifications) where the subject and type of goods are specified and according to the accepted Seller's Offer number \_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_, and the Buyer undertakes to to make payment according to the terms stipulated in this Agreement.

(The seller acts with the subcontractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, street \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who will partially perform the procurement in question, in the part: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .)

Article 3.

PRICE AND PAYMENT METHOD

3.1. The total contracted value without VAT amounts to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_euros.

3.2. The seller undertakes to deliver the goods that are the subject of the contract at the prices without VAT from the offer in Annex No. 1 of the contract.

3.3. The contract prices are fixed and cannot be changed during the validity of the contract.

3.4. The price without VAT is given to the FCO Buyer and includes all dependent costs that burden it. The bidder's price must include all possible discounts (they are not shown separately).

3.5. The buyer will make payment in the amount of the agreed price after the delivery of the goods, which fully corresponds to the agreed quality and quantity, and after drawing up the record of the handover of the goods, within 30 days according to the issued invoice, to the current account of the Seller.

Article 4.

DEADLINE, PLACE AND METHOD OF DELIVERY

4.1. The deadline for delivery is \_\_\_\_ days (cannot be longer than 30 calendar days) from the date of conclusion of the contract. .

4.2. Place and method of delivery - Franko Projjalac, at the seat of the Procuring Party (Buyer - Procuring Party) "per table of users - unpacked-installed-test operation" for the ordering party at the address specified in the tender documentation.

4.3. The seller is obliged, according to the concluded contract, to deliver all the ordered goods to the buyer's address at once.

4.4. The seller is obliged to install the supplied equipment

4.5. If the Seller does not fulfill his obligations within the agreed period, the customer may request termination of the contract.

Article 5.

QUALITATIVE AND QUANTITATIVE ADMISSION

5.1. The quality of the goods that are the subject of this contract must fully correspond to:

- valid domestic or international standards for that type of goods,

- the technical characteristics of the goods given in the goods specification form with technical characteristics from the tender documentation,

- quality certificates and certificates,

- the goods must be delivered in their original packaging, they must be new, unused, in good condition and have everything necessary for their use.

5.2. The Seller gives the Buyer a full guarantee for the quality of the delivered goods. The seller guarantees that all delivered goods will fully correspond to the technical specifications and technical conditions from the tender documents.

5.3. The seller undertakes that the quality of the goods corresponds to the applicable standards and that, upon delivery, they are supplied with the prescribed documentation (translation, consents and other necessary documentation), which proves the right to put those products into circulation on the domestic market, in accordance with the applicable regulations.

5.4. The customer is authorized to control the quality of the delivered goods at any time and without prior notice at the place of receipt, during or after delivery, and to request the delivery of the agreed quality and quantity of goods.

5.5. Quantitative acceptance of goods is carried out during the acceptance of goods in the presence of authorized representatives of the Seller and the Buyer. All visible defects must be noted upon delivery, with a Minute signed by the authorized representatives present of the contracting parties. Any complaints by the Buyer must be made in writing and delivered to the Seller within 3 days from the day they are noticed.

5.6. If later, during the warranty period, it is determined that the goods delivered by the Seller to the Buyer have defects and hidden defects, the Seller must eliminate them based on the Complaint Record, and in accordance with the Law.

Article 6

GUARANTEE

6.1. The warranty period - for all positions in the price structure form is expressed in months. (Technical specification form, separate column)

6.2. The goods will be received by the authorized persons of the Buyer and the Seller at the Buyer's premises.

6.3. The seller must provide servicing, i.e. repair of defects within the warranty period. The service is carried out through the manufacturer's authorized services at the seller's expense.

Article 7

TERMINATION OF THE CONTRACT

7.1. The contract can be terminated by agreement, with a notice period of 8 (eight) days. The notice period runs from the day of the written agreement on the termination of the Agreement.

7.2. In the event that the Seller does not perform the contractual obligations within the period stipulated in this Agreement as the deadline for the delivery of the equipment in question, the Buyer reserves the right to terminate the contract.

7.3. In the event of a dispute under this contract, the competent court according to the seat of the Buyer will resolve it.

Article 8

FINAL PROVISIONS

8.1. The contract enters into force on the day of signing by the authorized representatives of the contracting parties.

8.2. This contract is valid until the contractual obligations are fulfilled within the agreed terms.

8.3. The execution of the contract is supervised by a person designated by the responsible person of the ordering party.

8.4. All possible amendments and additions to the Agreement must be made in writing, signed by authorized representatives of both contracting parties.

8.5. This contract is drawn up in 4 (four) identical copies, of which 1 (one) copy belongs to the Seller.

8.6. For everything that is not regulated by this contract, the provisions of the Law on Obligations shall be applied.

FOR THE SELLER FOR THE BUYER

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

**V I PRICE STRUCTURE FORM**

Prices are expressed in Euros

Procurement of goods from INTEC: International Engineering Competence Centers to push Sustainable Mobility Development in Albania and Montenegro" Erasmus+ CBHE Project No. 101081873-ERASMUS-EDU-2022-CBHE-STRAND-2

Serial number \_\_\_\_\_\_ Equipment name\_\_\_\_\_\_\_\_\_\_\_Total price per lot without VAT\_\_\_\_\_\_\_\_ Amount of VAT \_\_\_\_\_\_\_\_\_\_.Total price per lot with VAT \_\_\_\_\_\_\_\_\_\_\_\_\_

1.

2.

3.

4.

5.

6.

7.

Total value of the offer without VAT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Value of VAT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(\_\_\_\_\_%)

Total value of the offer including VAT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date MP Bidder

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

(signature of the responsible person)

The structure of individual prices is expressed in the following TABLE:

PRICE STRUCTURE TABLE

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No. | **Name and specification** | **Quantity** | **Price in €** | **Warranty period** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

Total offered price **with VAT** for lot 1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ €

Date MP Bidder

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

 (signature of the responsible person)