

## A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: 002T/2015

By submitting a tender, tenderers fully and unreservedly accept the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever their own conditions of sale may be, which they hereby waive. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any remarks in the tender relating to the tender dossier; remarks may result in the immediate rejection of the tender without further evaluation.

These Instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the Practical Guide (available on the Internet at:

<http://ec.europa.eu/europeaid/prag/document.do> ).

### 1 Supplies to be provided

1.1 The subject of the contract is the supply, delivery and installation by the Contractor of the medical equipment

to the Airport Podgorica, DDP <sup>1</sup>, in accordance with point 15 of the Contract notice.

1.2 The supplies must comply fully with the technical specifications set out in the tender dossier (technical annex) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.

1.3 The supplies described under lot must be accompanied by an additional 'lot' consisting of spare parts and/or consumables. The unit price / overall price of spare parts will not influence the evaluation of the tenders, except where they vary substantially between the tenders received. Lists of spare parts must be drawn up by tenderers on the basis of their professional experience and the expected places of use; they must show the unit prices of the parts, calculated as specified in Article 11 (below). The Contracting Authority reserves the right to alter the list of spare parts; any changes will appear in the contract.

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<sup>1</sup> DDP (Delivered Duty Paid) — Incoterms 2010 International Chamber of Commerce  
<http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/> .

1.4 Tenderers are not authorized to tender for a variant solution in addition to the present tender.

## 2 Timetable

	<b>DATE</b>	<b>TIME*</b>
<b>Clarification meeting / site visit (if any)</b>	Not applicable	Not applicable
<b>Deadline for requesting clarifications from the Contracting Authority</b>	07 January 2016	
<b>Last date on which clarifications are issued by the Contracting Authority</b>	18 January 2016	
<b>Deadline for submission of tenders</b>	28 January 2016	10.00h CET
<b>Tender opening session</b>	28 January 2016	10.30h CET
<b>Notification of award to the successful tenderer</b>	Date at most 90 days after deadline for tenders <input type="checkbox"/>	-
<b>Signature of the contract</b>	Date at most 150 days after deadline for tenders <input type="checkbox"/>	-

**\* All times are in the time zone of the country of the Contracting Authority  
Provisional date**

## 3 Participation

3.1 Participation is open to all legal persons [participating either individually or in a grouping (consortium) of tenderers] which are established in a Member State of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the programme under which the contract is financed (see item 22 below). All goods supplied under this contract must originate in one or more of these countries. Participation is also open to international organisations. Participation of natural persons is directly governed by the specific instruments applicable to the programme under which the contract is financed.

3.2 These terms refer to all nationals of the above states and to all legal entities, companies or partnerships established in the above states. For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country's law. In case of doubt, the Contracting Authority may ask the tenderer to provide evidence demonstrating actual compliance with the "establishment" criteria. For this purpose, legal person have to demonstrate that their legal person is formed

under the law of an eligible State and that its real seat is within an eligible State. "Real seat" must be understood as the place where its managing board and its central administration are located or its principal place of business.

3.3 These rules apply to:

- a) tenderers
- b) members of a consortium
- c) any subcontractors.

3.4 Natural persons, companies or undertakings falling into one of the situations set out in section 2.3.3 of the Practical Guide are excluded from participation in and the award of contracts. Tenderers must provide declarations that they are not in any of these exclusion situations. The declarations must cover all the members of a joint venture/consortium. Tenderers who make false declarations may also incur financial penalties and exclusion in accordance with section 2.3.4 of the Practical Guide.

The exclusion situations referred to above also apply to subcontractors. When requested by the Contracting Authority, tenderers/contractors must submit declarations from the intended subcontractors that they are not in any of the exclusion situations. In cases of doubt over declarations, the Contracting Authority will request documentary evidence that subcontractors are not in a situation that excludes them.

3.5 To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the Contracting Authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.

3.6 Where tenders include subcontracting, it is recommended that the contractual arrangements between tenderers and their subcontractors include mediation, according to national and international practices, as a method of dispute resolution.

#### **4 Origin**

4.1 Unless otherwise provided in the contract, all goods purchased under the contract must originate in a Member State of the European Union or in a country or territory of the regions covered and/or authorized by the specific instruments applicable to the programme specified in clause 3.1 above. For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the relevant international agreements (notably WTO agreements), which are reflected in EU legislation on rules of origin for customs purposes: the Customs Code (Council Regulation (EEC) No 2913/92) in particular its Articles 22 to 246 thereof, and the Code's implementing provisions (Commission Regulation (EEC) No 2454/93).

Tenderers must provide an undertaking signed by their representative certifying compliance with this requirement. For more details, see point 2.3.1 Practical Guide.

- 4.2 When submitting tenders, tenderers must state expressly that all the goods meet the requirements concerning origin and must state the countries of origin. They may be asked to provide additional information in this connection.

## **5 Type of contract**

This is unit price type of contract.

## **6 Currency**

Tenders must be presented in EUR.

## **7 Lots**

This tender procedure is not divided into lots.

## **8 Period of validity**

- 8.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.
- 8.2 In exceptional cases and prior to the expiry of the original tender validity period, the Contracting Authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated.
- 8.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period of the tender irrespective of the date of notification.

## **9 Language of tenders**

- 9.1 The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in the language of the procedure, which is English.

If the supporting documents are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the European Union other than English, it is strongly recommended to provide a translation into English, to facilitate evaluation of the documents.

## **10 Submission of tenders**

10.1 The Contracting Authority must receive the tenders before the deadline specified in 10.3. They must include all the documents specified in point 11 of these Instructions and be sent to the following address:

**Ministry of Health, Montenegro**  
**Street: Rimski trg 46, 81000 Podgorica**  
**Montenegro**

If the tenders are hand delivered they should be delivered to the following address:

**Ministry of Health, Montenegro**  
**Street: Rimski trg 46, 81000 Podgorica**  
**Montenegro**

Opening hours from 09.00h to 17.00h.

Tenders must comply with the following conditions:

10.2 All tenders must be submitted in one original, marked 'original', and 2 copies signed in the same way as the original and marked 'copy'.

10.3 All tenders must be received before the deadline date and time, at 10:00h, 28 January 2016 by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by Mr Vesna Golubovic or its representative.

10.4 All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

- a) the above address;
- b) the reference code of this tender procedure, (i.e. <publication reference>);
- c) where applicable, the number of the lot(s) tendered for;
- d) the words 'Not to be opened before the tender opening session' in the language of the tender dossier and "Ne otvarati prije zakazanog termina za otvaranje ponuda".
- e) the name of the tenderer.

The technical and financial offers must be placed together in a sealed envelope. The envelope should then be placed in another single sealed envelope/package, unless their volume requires a separate submission for each lot.

## **11 Content of tenders**

All tenders submitted must comply with the requirements in the tender dossier and comprise:

**Part 1: Technical offer:**

- a detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required, including:
  - list of the spare parts and consumables recommended by the manufacturer;
  - proposal for after-sales service over 5 years
  - training proposal (training for use of delivered equipment).

The technical offer should be presented as per template (Annex II+III\*, Contractor's technical offer) adding separate sheets for details if necessary.

**Part 2: Financial offer:**

- A financial offer calculated on a DDP<sup>1</sup> basis for the supplies tendered, including:
  - financial proposal for spare parts and consumables for use for 1 year, with itemized price list;
  - financial proposal for training.

This financial offer should be presented as per template (Annex IV\*, Budget breakdown), adding separate sheets for details if necessary.

**Part 3: Documentation:**

To be supplied using the templates attached\*:

- The tender guarantee, as indicated in point 11 of the Contract notice;
- The 'Tender Form for a Supply Contract', duly completed, which includes the tenderer's declaration, point 7, (from each member if a consortium)
- The details of the bank account into which payments should be made (financial identification form) (Tenderers that have already signed another contract with the European Commission, may provide their financial identification form number instead of the financial identification form, or a copy of the financial identification form provided on that occasion, if no change has occurred in the meantime.)
- The legal entity file and the supporting documents (Tenderers that have already signed another contract with the European Commission, may provide their legal entity number instead of the legal entity sheet and supporting documents, or a copy of the legal entity sheet provided on that occasion, if no change in legal status has occurred in the meantime).

To be supplied in free-text format:

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<sup>1</sup> DDP (Delivered Duty Paid) — Incoterms 2010 International Chamber of Commerce <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/> .

- A description of the warranty conditions, which must be in accordance with the conditions laid down in Article 32 of the General Conditions.
- A statement by the tenderer attesting the origin of the supplies tendered (or other proofs of origin).
- Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.
- (Other)

Remarks:

Tenderers are requested to follow this order of presentation.

Annex\* refers to templates attached to the tender dossier. These templates are also available on: <http://ec.europa.eu/europeaid/prag/annexes.do?group=C>

## **12 Taxes and other charges**

The applicable tax and customs arrangements are the following:

The European Commission and Montenegro have agreed in Framework Agreement to fully exonerate the following taxes: value added tax, profit and/or income tax, documentary stamp or registration duties or fiscal charges having equivalent effect, whether such charges exists or are to be instituted. More specific information about tax exemption can be found in Article 26 of the Framework Agreement signed between Montenegro and the Commission of European Communities on 05.07.2007.

## **13 Additional information before the deadline for submission of tenders**

The tender dossier should be so clear that tenderers do not need to request additional information during the procedure. If the Contracting Authority, on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, it must send such information in writing to all other prospective tenderers at the same time.

Tenderers may submit questions in writing to the following address up to 21 days before the deadline for submission of tenders, specifying the publication reference and the contract title:

Mr Vesna Golubovic  
 Public Procurement specialist  
 Ministry of Health  
 Street: Rimski Trg 46  
 81000 Podgorica  
 Montenegro  
 E-mail: vesna.golubovic@mzd.gov.me  
 Fax: 382 (0) 20 078 113 or 382 (0) 20 078 128

The Contracting Authority has no obligation to provide clarifications after this date.

Any clarification of the tender dossier will be published on the Ministry of Health websites: <http://www.mzd.gov.me/ministarstvo> and [www.mzdravlja.gov.me](http://www.mzdravlja.gov.me) at the latest 11 days before the deadline for submission of tenders.

Any prospective tenderers seeking to arrange individual meetings with either the Contracting Authority and/or the European Commission during the tender period may be excluded from the tender procedure.

#### **14 Clarification meeting / site visit**

14.1 No clarification meeting / site visit planned. Visits by individual prospective tenderers during the tender period cannot be organised.

#### **15 Alteration or withdrawal of tenders**

15.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 10.1. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

15.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 10. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.

15.3 No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 10.1 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

#### **16 Costs of preparing tenders**

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

#### **17 Ownership of tenders**

The Contracting Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

#### **18 Joint venture or consortium**

18.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the Contracting Authority.

18.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the Contracting Authority in accordance with point 11 of these Instructions to Tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required under Article 3.5 as if it, itself, were the tenderer.

## **19 Opening of tenders**

19.1 The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents have been properly included and whether the tenders are generally in order.

19.2 The tenders will be opened in public session on 28 January 2016 at 10.30h CET at Ministry of Health, street: Rimski trg 46, 81 000 Podgorica, Montenegro, by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request.

19.3 At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if required) and such other information as the Contracting Authority may consider appropriate may be announced.

19.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.

19.5 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.

19.6 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Contracting Authority. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

## **20 Evaluation of tenders**

### **20.1 Examination of the administrative conformity of tenders**

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the Contracting Authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

### **20.2 Technical evaluation**

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

The minimum qualifications required (see selection criteria in Contract notice point 16) are to be evaluated at the start of this stage.

Where contracts include after-sales service and/or training, the technical quality of such services will also be evaluated by using yes/no criteria as specified in the tender dossier.

20.3 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 20.4. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

### **20.4 Financial evaluation**

a) Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:

- where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;

- except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.

b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

#### 20.5 Variant solutions

Variant solutions will not be taken into consideration.

#### 20.6 Award criteria

The sole award criterion will be the price. The contract will be awarded to the lowest compliant tender.

### 21 Signature of the contract and performance guarantee

21.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the **documentary proof** or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is established, to show that it is not in any of the exclusion situations listed in section 2.3.3 of the Practical Guide. This evidence or these documents or statements must carry a date not earlier than one year before the date of submission of the tender. In addition, a statement must be provided that the situations described in these documents have not changed since then.

21.2 The successful tenderer must also provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tenders specified in the contract notice, point 16. The documentary proofs required are listed in section 2.4.11 of the Practical Guide.

21.3 If the successful tenderer fails to provide the documentary proof or statement or the evidence of financial and economic standing and technical and professional capacity within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the tender to the next lowest tenderer or cancel the tender procedure.

21.4 The Contracting Authority reserves the right to vary quantities specified in the tender by +/- 100% at the time of contracting and during the validity of the contract. The total value of the supplies may not, as a result of the variation rise or fall by more than 25% of the original financial offer in the tender. The unit prices quoted in the tender shall be used.

21.5 Within 30 days of receipt of the contract signed by the Contracting Authority, the selected tenderer must sign and date the contract and return it, with the

performance guarantee (if applicable), to the Contracting Authority. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.

- 21.6 If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.
- 21.7 The performance guarantee referred to in the General Conditions is set at 10% of the amount of the amount of the contract and must be presented in the form specified in the annex to the tender dossier. It will be released within 45 days of the issue of the final acceptance certificate by the Contracting Authority, except for the proportion assigned to after-sales service.

## **22 Tender guarantee**

The tender guarantee referred to in Article 11 above is set in amount as indicated in point 11 of the Contract Notice and must be presented in the form specified in the annex to the tender dossier. It must remain valid for 45 days beyond the period of validity of the tender. Tender guarantees provided by tenderers who have not been selected will be returned together with the information letter that the tenderer has been unsuccessful. The tender guarantee of the successful tenderer will be released on signing of the contract, once the performance guarantee has been submitted.

## **23 Ethics clauses**

- 23.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of their candidacy or tender and may result in administrative penalties.
- 23.2 Without the Contracting Authority's prior written authorisation, a Contractor and its staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 23.3. When submitting a tender, tenderers must declare that they are not affected by a conflict of interest and have no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Authority.
- 23.4 Contractors must at all times act impartially and as faithful advisers in accordance with the code of conduct of their profession. They will refrain

from making public statements about the project or services without the Contracting Authority's prior approval. They may not commit the Contracting Authority in any way without its prior written consent.

- 23.5 For the duration of the contracts Contractors and their staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular and in accordance with the legal basic act concerned, tenderers that have been awarded contracts must abide by core labour standards as defined in the relevant International Labour Organisation conventions (such as the Conventions on freedom of association and collective bargaining; Abolition of forced and compulsory labour; Elimination of forced and compulsory labour; Abolition of child labour).
- 23.6 Contractors may accept no payment connected with the contracts other than that provided for therein. Contractors and their staff must not exercise any activity nor receive any advantage inconsistent with their obligations to the Contracting Authority.
- 23.7 Contractors and their staff are obliged to maintain professional secrecy for the entire duration of contracts and after their completion. All reports and documents drawn up or received by Contractors will be confidential.
- 23.8 The contract governs the Contracting Parties' use of all reports and documents drawn up, received or presented by them during the implementation of the contract.
- 23.9 Contractors must refrain from any relationship likely to compromise their independence or that of their staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 23.10 The Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.
- 23.11 All tenders will be rejected or contracts terminated if it emerges that the award or implementation of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has any appearance of being a front company.

23.12 The Contractor undertakes to supply the Commission on request with all supporting documents relating to the conditions of the contract's execution. The Commission may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

23.13 Contractors found to have paid unusual commercial expenses on projects funded by the EU are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.

23.14 The Contracting Authority reserves the right to suspend or cancel the procedure, if the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, the Contracting Authority may refrain from concluding the Contract.

## **24 Cancellation of the tender procedure**

If a tender procedure is cancelled, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, if:

- the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally;
- exceptional circumstances or *force majeure* render normal implementation of the project impossible;
- all technically compliant tenders exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

**In no event will the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the Contracting Authority has been advised of the possibility of damages.**

**The publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced.**

## **25 Appeals**

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See section 2.4.15 of the Practical Guide.

## **SUPPLY CONTRACT NOTICE**

### **Supply of the medical equipment for the Airport Podgorica**

#### **Airport Podgorica, Montenegro**

**1. Publication reference**

002T/15

**2. Procedure**

Open

**3. Programme title**

Adriatic IPA Cross Border Cooperation Program

**4. Financing**

Financing agreement

**5. Contracting authority**

Ministry of Health, Montenegro

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### **CONTRACT SPECIFICATIONS**

**6. Description of the contract**

Delivering of medical equipment for the medical urgent service to the Airport Podgorica.

**7. Number and titles of lots**

One lot

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### **TERMS OF PARTICIPATION**

**8. Eligibility and rules of origin**

Participation is open to all legal persons [participating either individually or in a grouping (consortium) of tenderers] which are established in a Member State of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the programme under which the contract is financed (see item 22 below). All goods supplied under this contract must originate in one or more of these countries. Participation is also open to international organisations. Participation of natural persons is directly governed by the specific

instruments applicable to the programme under which the contract is financed

#### **9. Grounds for exclusion**

Tenderers must submit a signed declaration, included in the Tender Form for a Supply Contract, to the effect that they are not in any of the situations listed in point 2.3.3 of the Practical Guide.

#### **10. Number of tenders**

Tenderers may submit only one tender per lot. Tenders for parts of a lot will not be considered. Any tenderer may state in its tender that it would offer a discount in the event that its tender is accepted for more than one lot. Tenderers may not submit a tender for a variant solution in addition to their tender for the supplies required in the tender dossier.

#### **11. Tender guarantee**

Tenderers must provide a tender guarantee of 486 Euros when submitting their tender. This guarantee will be released to unsuccessful tenderers once the tender procedure has been completed and to the successful tenderer(s) upon signature of the contract by all parties. This guarantee will be called upon if the tenderer does not fulfil all obligations stated in its tender.

#### **12. Performance guarantee**

The successful tenderer will be asked to provide a performance guarantee of 10% of the amount of the contract at the signing of the contract. This guarantee must be provided together with the return of the countersigned contract no later than 30 days after the tenderer receives the contract signed by the Contracting Authority. If the selected tenderer fails to provide such a guarantee within this period, the contract will be void and a new contract may be drawn up and sent to the tenderer which has submitted the next cheapest compliant tender.

#### **13. Information meeting and/or site visit**

No information meeting is planned.

#### **14. Tender validity**

Tenders must remain valid for a period of 90 days after the deadline for submission of tenders.

#### **15. Period of implementation of tasks**

Implementation period is 60 days from contract signature.

## SELECTION AND AWARD CRITERIA

### 16. Selection criteria

The following selection criteria will be applied to tenderers. In the case of tenders submitted by a consortium, these selection criteria will be applied to the consortium as a whole:

- 1) Economic and financial capacity of tenderer (based on i.a. item 3 of the Tender Form for a Supply Contract). In case of tenderer being a public body, equivalent information should be provided.
  - the average annual turnover of the tenderer must exceed the annualized maximum budget of the contract; and
  - Current ratio (current assets/current liabilities) must be at list 1
- 2) Professional capacity of tenderer (based on i.a. items 4 and 5 of the Tender Form for a Supply Contract)
  - has a professional certificate appropriate to this contract, such as confirmation according to the instructions for submitting the application and documentation for entry of a medical device in Registry of medical devices of CALMIS, Agency for Medicine and Medical device of Montenegro and under the Law on Medical Devices and staff of certificated trainers for training on working medical staff on the related medical devices from the tenderer.
  - at least 1 staff currently work for the tenderer in fields related to medical devices and has a professional certificate appropriate to this contract, according to the instructions related to the distribution of medical devices in retail of CALIMS, Agency for Medicine and Medical device of Montenegro and under the Law on Medical Devices.
- 3) Technical capacity of tenderer (based on i.a. items 5 and 6 of the Tender Form for a Supply Contract)
  - the tenderer has delivered supplies under at least two contracts with a budget of at least 24.300,00 EUR in procurement of medical equipment which were implemented during the following period: 3 years from the submission deadline, 28 January 2016.

This means that the contract the tenderer refers to could have been started or completed at any time during the indicated period but it does not necessarily have to be started and completed during that period, nor implemented during the entire period. Tenderers are allowed to refer either to projects completed within the reference period (although started earlier) or to projects not yet completed. In the first case the project will be considered in its whole if proper evidence of performance is provided (statement or certificate from the entity which awarded the contract, final acceptance). In case of projects still on-

going only the portion satisfactorily completed during the reference period will be taken into consideration. This portion will have to be supported by documentary evidence (similarly to projects completed) also detailing its value.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. Some examples of when it may not be considered appropriate by the Contracting Authority are when the tenderer relies in majority on the capacities of other entities or when they rely on key criteria. If the tenderer relies on other entities it must prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator. Furthermore, the data for this third entity for the relevant selection criterion should be included in the tender in a separate document. Proof of the capacity will also have to be furnished when requested by the Contracting Authority.

#### **17. Award criteria**

Price

### **TENDERING**

#### **18. How to obtain the tender dossier**

The tender dossier is available from the following Internet addresses:

<http://www.mzd.gov.me/ministarstvo> , [www.mzdravlja.gov.me](http://www.mzdravlja.gov.me) ,  
<http://www.adriaticpacbc.org> .

Tenders must be submitted using the standard Tender Form for a Supply Contract included in the tender dossier, whose format and instructions must be strictly observed.

Tenderers with questions regarding this tender should send them in writing to e-mail: [vesna.golubovic@mzd.gov.me](mailto:vesna.golubovic@mzd.gov.me) and postal addresses Ministry of Health, Street Rimski trg 46, Podgorica, Montenegro, to Ms Vesna Golubovic at least 21 days before the deadline for submission of tenders given in item 19. The Contracting Authority must reply to all tenderers' questions at least 11 days before the deadline for submission of tenders. Eventual clarifications or minor changes to the tender dossier shall be published at the latest 11 days before the submission deadline on the website <http://www.mzd.gov.me/ministarstvo> , [www.mzdravlja.gov.me](http://www.mzdravlja.gov.me) , <http://www.adriaticpacbc.org> .

**19. Deadline for submission of tenders**

**10:00h CET, 28 January 2016.**

Any tender received by the Contracting Authority after this deadline will not be considered.

**20. Tender opening session**

10:30h CET, 28 January 2016.

Ministry of Health

Street: Rimski trg 46

81 000 Podgorica

Montenegro

**21. Language of the procedure**

All written communications for this tender procedure and contract must be in English.

**22. Legal basis**

Regulation or other instrument under which this contract is to be financed -  
See Annex A2 of the Practical Guide

**DRAFT CONTRACT  
SUPPLY CONTRACT  
002T/2015**

**Ministry of Health**  
**Street: Rimski Trg 46**  
**81000 Podgorica**  
**Montenegro**  
("The Contracting Authority"),

of the one part,

and

<Full official name of Contractor>  
[Legal status/title]<sup>1</sup>  
[Official registration number]<sup>2</sup>  
[Full official address]  
[VAT number]<sup>3</sup>, ("the Contractor")

of the other part,

have agreed as follows:

**PROJECT: Adriatic Model of Sustainable Mobility in the Health & Care Sector**

**CONTRACT TITLE "Supply of the medical equipment for the Airport Podgorica"**

**Identification number 002T/2015**

**Article 1 Subject**

1.1 The subject of the contract shall be the supply, delivery and installation, of the following supplies:

<b>Item Number</b>	<b>Specifications Required</b>
1	ECG Monitor
2	Defibrillator
3	Telemedical Data Transfer
4	External protective casing or bag with a compartment for cables and equipment
5	Battery charging and maintenance (conditioning) machine for 220 V

<sup>1</sup> Where the contracting party is an individual.

<sup>2</sup> Where applicable. For individuals, mention their ID card or passport or equivalent document - number

<sup>3</sup> Except where the contracting party is not VAT registered.

	and 12 V (not necessary for lithium batteries)
6	Adhesive electrode packages for adult defibrillation
7	Adhesive electrode packages for children defibrillation
8	Training for the medical staff for work on required medical devices

The place of acceptance of the supplies shall be Airport Podgorica, Montenegro, the time limits for delivery shall be 60 days and the Incoterm applicable shall be DDP (Delivered Duty Paid - Incoterms 2010 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>). The implementation period of tasks shall run from date indicated in the Article 18 of the Special Conditions.

1.2 The Contractor shall comply strictly with the terms of the Special Conditions and the technical annex.

1.3 The supplies which form the subject of the contract must be accompanied by the spare parts described by the Contractor in its tender and by the accessories or other items necessary for using the goods over a period of 12 months, as specified in the Instructions to Tenderers.

## **Article 2 Origin**

The rules of origin of the goods are defined in Article 10 of the Special Conditions.

A certificate of origin for the goods must be provided by the Contractor at the latest when it requests provisional acceptance of the goods. Failure to comply with this condition may result in the termination of the contract.

## **Article 3 Price**

3.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract price shall be EUR.

3.2 Payments shall be made in accordance with the General and/or Special Conditions (Articles 26 to 28).

## **Article 4 Order of precedence of contract documents**

The contract is made up of the following documents, in order of precedence:

- the contract agreement;
- the Special Conditions
- the General Conditions (Annex I);
- the Technical Specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
- the Technical Offer (Annex III [including clarifications from the tenderer provided during tender evaluation];
- the budget breakdown (Annex IV);
- (specified forms and other relevant documents (Annex V));

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above.

Done in English in 3 originals, two original being for the Contracting Authority and one original being for the Contractor.

**For the Contractor**

Name:

Title:

Signature:

Date:

Place:

**For the Contracting Authority**

Name:

Prof. dr Budimir Šegrt

Title: Minister

Signature:

Date:

Place:

## ***SPECIAL CONDITIONS***

### **CONTENTS**

These conditions amplify and supplement, if necessary, the General Conditions governing the Contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. In exceptional cases, and with the authorisation of the appropriate Commission departments, other clauses may be added to cover specific situations.

#### **Article 2 Language of the Contract**

2.1 The language used shall be English.

#### **Article 4 Communications**

4.1 The contact person, on behalf of the Contracting Authority, for this contract is Ms. Vesna Golubovic, e-mail: vesna.golubovic@mzd.gov.me.

#### **Article 8 Assistance with local regulations**

Professional capacity of tenderer for the delivery and training on work for medical staff on the related medical device according to the Law on Medical Device.

- Tenderer has a professional certificate appropriate to this contract, such as confirmation according to the instructions for submitting the application and documentation for entry of a medical device in Registry of medical devices of CALMIS, Agency for Medicine and Medical device of Montenegro and under the Law on Medical Devices and staff of certificated trainers for training on working medical staff on the related medical devices from the tenderer.
- Tenderer has at least 1 staff currently work for the tenderer in fields related to medical devices, and has a professional certificate appropriate to this contract, according to the instructions related to the distribution of medical devices in retail of CALIMS, Agency for Medicine and Medical device of Montenegro and under the Law on Medical Devices.

#### **Article 10 Origin**

10.1 All goods purchased must originate in a Member State of the European Union or a country covered by the IPA programme. For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable.

## **Article 11 Performance guarantee**

11.1 The amount of the performance guarantee shall be 10 % of the total Contract price, including any amounts stipulated in addenda to the Contract.

## **Article 18 Commencement order**

18.1 The date on which implementation of the tasks will commence is on the date when contract is signed.

## **Article 19 Period of implementation of the tasks**

19.1 The implementation period is 60 calendar days calculated from the commencement order.

## **Article 24 Quality of supplies**

24.2 Preliminary technical acceptance is required.

## **Article 25 Inspection and testing**

25.2 The equipment will be inspected and tested in accordance with Article 25 of the General Conditions.

## **Article 26 General principles for payments**

26.1 Payments shall be made in euros.

Payments shall be authorised and made by Ministry of Health.

26.5 In order to obtain payments, the Contractor must forward to the authority referred to in paragraph 26.1 above:

a) 40% of the contract price after the signing of the contract

The Contracting Authority waives the obligation for a pre-financing guarantee, after risk assessment made.

b) For the 60 % balance, the invoice(s) in triplicate together with the request for provisional acceptance of the supplies.

## **Article 29 Delivery**

29.3 The packaging will become the property of the recipient subject to environmental considerations.

29.5/6/7 Each delivery of equipment must be accompanied with the set of documents proving technical compliance of each item with proper marking on the packaging.

### **Article 31 Provisional acceptance**

The Certificate of Provisional Acceptance must be issued using the template in Annex C11.

### **Article 32 Warranty obligations**

32.7 The warranty must remain valid for 1 year after provisional acceptance.

### **Article 33 After-sales service**

33.1 Servicing must be given within 1 days after official request by the Client by authorized service. If the malfunction cannot be repaired immediately, the provider is obliged to provide the user with a replacement machine (of the same quality) to be used during the repair period.

Maintenance in period of 5 years after delivery.

### **Article 40 Settlement of disputes**

40.4 Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Montenegro applying the national legislation of the Contracting Authority.

### **Article 44 Data Protection**

Not applicable.

\* \* \*

## ***ANNEX II + III* : TECHNICAL SPECIFICATIONS + TECHNICAL OFFER**

**Contract title : Supply of the medical equipment for the Airport Podgorica**

p 1 /...

**Publication reference : 002T/2015**

**Column 1-2 should be completed by the Contracting Authority**

**Column 3-4 should be completed by the tenderer**

**Column 5 is reserved for the evaluation committee**

Annex III - the Contractor's technical offer

The tenderers are requested to complete the template on the next pages:

- Column 2 is completed by the Contracting Authority shows the required specifications (not to be modified by the tenderer),
- Column 3 is to be filled in by the tenderer and must detail what is offered (for example the words “compliant” or “yes” are not sufficient)
- Column 4 allows the tenderer to make comments on its proposed supply and to make eventual references to the documentation

The eventual documentation supplied should clearly indicate (highlight, mark) the models offered and the options included, if any, so that the evaluators can see the exact configuration. Offers that do not permit to identify precisely the models and the specifications may be rejected by the evaluation committee.

The offer must be clear enough to allow the evaluators to make an easy comparison between the requested specifications and the offered specifications.

### **GENERAL REQUIREMENTS**

- All device parts should be manufactured in 2015
- Authorized service provider and the possibility of maintenance in county of delivery for 5 years after delivery

- Detailed instructions for operation and handling in language of country in which devices is delivering
- Defibrillator tested to a vibration, machine damage and waterproofness
- Attached a written statement by the bidder that he will, in case of Contract award and before the date of delivery, issue the evidence that offered devices has permission for use in country of delivery
- Training for the medical staff for work on required medical devices
- The device weight with battery should not exceed 9kg.
- Device must be delivered with batteries for normal work and spare batteries (set of spare batteries if defibrillator at the same time for power supply uses 2-two or more batteries for normal work).
- Servicing must be given within 1 days after official request by the Client by authorized service. If the malfunction cannot be repaired immediately, the provider is obliged to provide the user with a replacement machine (of the same quality) to be used during the repair period. Attach equipment provider's confirmation
- Attach original manufacture brochure (catalogue) with a picture of the offered defibrillator model and accessories together with technical characteristics
- Attached a vibration resistance standard test
- Attach a mechanical damage resistance standard test
- Attach a water resistance standard test.

1. Item Number	2. Specifications Required	3. Specifications Offered	4. Notes, remarks, ref to documentation	5. Evaluation Committee's notes
1	<p><b>ECG MONITOR</b></p> <ul style="list-style-type: none"> <li>-12 Channel ECG monitor, with 10-wire cable and printing option</li> <li>-Continuous monitoring over patients vital parameters with visual and audio alarms</li> <li>-Automatic ECG reading and diagnosis proposal</li> <li>-Three-channel printer with minimum paper width of 75 mm</li> <li>-High resolution screen with contrast adjustment option</li> <li>-Screen diagonal: min 14 cm</li> <li>-Data archiving of all parameters measured and registered by the device during an intervention</li> <li>-Printing archived data</li> <li>-Charging, defibrillation, pedals and pedal cable self-testing option</li> <li>-220V/50Hz, 12 V power supply and battery supply option</li> <li>-Delivery of appropriate power supply adapters for both power supply types</li> <li>- <b>Pulse oxymetry (SpO2)</b> <ul style="list-style-type: none"> <li>-Peripheral blood oxygen saturation measurement (SpO<sub>2</sub>)</li> </ul> </li> <li>- <b>Non-invasive blood pressure (NIBP) measurement:</b> <ul style="list-style-type: none"> <li>-Non-invasive blood pressure ascillometry measurement</li> <li>-Cuff for children and adults</li> </ul> </li> </ul>			

1. Item Number	2. Specifications Required	3. Specifications Offered	4. Notes, remarks, ref to documentation	5. Evaluation Committee's notes
2	<p><b>DEFIBRILLATOR:</b></p> <ul style="list-style-type: none"> <li>-Manual and semi-automatic biphasic defibrillator</li> <li>-Maximum defibrillation energy 200J</li> <li>-Ability for defibrillation energy set up for an infants and new-borns</li> <li>-Synchronous and asynchronous defibrillation options</li> <li>-External defibrillation electrodes (pedals) with key for the following functions: <ul style="list-style-type: none"> <li>- Energy st-up“+“ and „-“ optional</li> <li>-charging</li> <li>-shock delivery</li> <li>-printing</li> </ul> </li> <li>-Pedals for paediatric application integrated into the standard pedals</li> <li>-Adhesive electrode option (for adult and children) for monitoring, defibrillation and electrostimulation <ul style="list-style-type: none"> <li>- <b>Transcutaneous external cardiac pacing</b> <ul style="list-style-type: none"> <li>-“non-demand” and “on demand” external heart electrostimulation option</li> </ul> </li> <li>-External heart electro stimulator maximum output current up to at least 140 mA</li> </ul> </li> <li>- <b>Capnometry (EtCO<sub>2</sub>)</b> <ul style="list-style-type: none"> <li>- CO<sub>2</sub> measurement of intubated and non-intubated patients</li> </ul> </li> <li>- <b>Controller defibrillation for pressure and speed</b></li> </ul>			
3	<p><b>TELEMEDICAL DATA TRANSFER</b></p> <ul style="list-style-type: none"> <li>-Real time data transfer of ECG and vital parameters</li> <li>-With technical solution and necessary equipment for receiving data</li> </ul>			

1. Item Number	2. Specifications Required	3. Specifications Offered	4. Notes, remarks, ref to documentation	5. Evaluation Committee's notes
4	External protective casing or bag with a compartment for cables and equipment			
5	Battery charging and maintenance (conditioning) machine for 220 V and 12 V (not necessary for lithium batteries)			
6	10 adhesive electrode packages for adult defibrillation			
7	5 adhesive electrode packages for children defibrillation			
8	Training for the medical staff for work on required medical devices			

**ANNEX IV : Budget breakdown**

**PUBLICATION REFERENCE: 002T/2015**

**NAME OF TENDERER: [.....]**

<b>A</b>		<b>C</b>	<b>D</b>	<b>E</b>
<b>ITEM NUMBER</b>	<b>QUANTITY</b>	<b>SPECIFICATIONS OFFERED (INCL BRAND/MODEL)</b>	<b>UNIT COSTS WITH DELIVERY DDP1 AIRPORT PODGORICA EUROS</b>	<b>TOTAL EUROS</b>
<b>1</b>	1 piece			
<b>2</b>	1 piece			
<b>3</b>	1 piece			
<b>4</b>	1 piece			
<b>5</b>	1 piece			
<b>6</b>	10 packages			

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<sup>1</sup> DDP (Delivered Duty Paid) — Incoterms 2010 International Chamber of Commerce <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/> .

7	5 packages			
8		<p>Training for working medical staff on the related medical devices from the tenderer.</p> <p>Training must be provided on Montenegrin language.</p> <p>Training to be provided to the ten persons, medical staff from Airport Podgorica</p>	[Lump sum]	
			Total	

## ANNEX V: MODEL PERFORMANCE GUARANTEE

<To be completed on paper bearing the letterhead of the financial institution >

For the attention of

<Name and address of the Contracting Authority>  
referred to below as the “Contracting Authority”

Subject: Guarantee No...

Performance Guarantee for the full and proper execution of contract <Contract number and title> (please quote number and title in all correspondence)

We the undersigned, <name and address of financial institution>, hereby irrevocably declare that we guarantee as primary obligor, and not merely as a surety on behalf of <Contractor's name and address>, hereinafter referred to as “the Contractor”, payment to the Contracting Authority of <amount of the performance guarantee>, representing the performance guarantee mentioned in Article 11 of the Special Conditions of the contract <contract number and title> concluded between the Contractor and the Contracting Authority, hereinafter referred to as “the Contract”.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) stating that the Contractor has failed to perform its contractual obligations fully and properly and that the Contract has been terminated. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We accept notably that no amendment to the terms of the Contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment to the Contract.

We note that the guarantee will be released within 45 days of the issue of the final acceptance certificate (except for such part as may be specified in the Special Conditions in respect of after sales service). [and in any case at the latest on (at the expiry of 18 months after the period of implementation of the tasks)]<sup>1</sup>.

The law applicable to this guarantee shall be that of the country of the Montenegro. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of the country of Montenegro.

This guarantee shall enter into force and take effect upon its signature.

Name: .....Position: .....

<sup>2</sup> Signature: ..... Date: <Date>

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<sup>1</sup> This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

<sup>2</sup> The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

# TENDER GUARANTEE FORM

Specimen tender guarantee

< To be completed on paper bearing the letterhead of the financial institution >  
For the attention of <Address of the Contracting Authority> referred to below as the  
“Contracting Authority”

<Date>

**Title of contract:** < Title of contract>

**Identification number:** <Publication reference>

We, the undersigned, <name and address of financial institution>, hereby irrevocably declare that we will guarantee as primary obligor, and not merely as a surety on behalf of <Tenderer's name and address> the payment to the Contracting Authority of <amount of the tender guarantee>, this amount representing the guarantee referred to in article 11 of the Contract notice.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) if the Tenderer does not fulfil all obligations stated in its tender. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We note that the guarantee will be released at the latest within 45 days of the expiry of the tender validity period, including any extensions, in accordance with Article 8 of the Instructions to Tenderers [and in any case at the latest on (1 year after the deadline for submission of tenders)]<sup>1</sup>.

The law applicable to this guarantee shall be that of Montenegro. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of Montenegro.

The guarantee will enter into force and take effect from the submission deadline of the tender.

Name: ..... Position: .....

Signature: .....

Date:

---

<sup>1</sup> This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

### ADMINISTRATIVE COMPLIANCE GRID

<b>Contract title :</b>	<b>Supply of the medical equipment for the Airport Podgorica</b>	<b>Publication reference :</b>	002T/2015
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Tender envelope number	Name of Tenderer	Is tenderer (consortium) nationality <sup>1</sup> eligible? (Y/N)	Is documentation complete? (Y/N)	Is language as required? (Y/N)	Is tender submission form complete? (Y/N)	Is tenderer's declaration signed (by all consortium members if a consortium)? (Yes/No/ Not Applicable)	Other administrative requirements of the tender dossier? (Yes/No/Not applicable)	Overall decision? (Accept / Reject)
1								
2								
3								

<b>Chairperson's name</b>	
<b>Chairperson's signature</b>	
<b>Date</b>	

---

<sup>1</sup> If the tender has been submitted by a consortium, the nationalities of **all** the consortium members must be eligible

**EVALUATION GRID**

<b>Contract title :</b>	<b>Supply of the medical equipment for the Airport Podgorica</b>	<b>Publication reference :</b>	002T/2015
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Tender envelope No	Name of Tenderer	Rules of origin respected? (Y/N)	Economic & financial capacity? (OK/a/b/...)	Professional capacity? (OK/a/b/...)	Technical capacity? (OK/a/b/...)	Compliance with <sup>1</sup> technical specifications? (OK/a/b/...)	Ancillary services as required? (OK/a/b/.../NA)	Subcontracting statement in accordance with art 6 of the General Conditions? (Y/N)	Other technical requirements in tender dossier? (Yes/No/Not applicable)	Technically compliant? Y/N)	Justification/ notes:
1											
2											

<b>Evaluator's name &amp; signature</b>	
<b>Evaluator's name &amp; signature</b>	
<b>Evaluator's name &amp; signature</b>	
<b>Date</b>	

---

<sup>1</sup> The selection criteria, in the previous section of this form, have to be met before the technical requirements are assessed.

## D. FORM FOR A SUPPLY CONTRACT

Publication reference: 002T/2015

Title of contract: Supply of the medical equipment for the Airport Podgorica

<Place and date>

A: Ministry of Health, Street: Rimski trg 46, 81000 Podgorica, Montenegro

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**One signed** form must be supplied (for each lot, if the tender procedure is divided into lots), together with the number of copies specified in the Instruction to Tenderers. The form must include a signed declaration using the annexed format from each legal entity making the application. Any additional documentation (brochure, letter, etc.) sent with the form will not be taken into consideration. Applications being submitted by a consortium (i.e. either a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members. The attachments to this submission form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted, the originals must be dispatched to the Contracting Authority upon request. For economical and ecological reasons, we strongly recommend that you submit your files on paper-based materials (no plastic folder or divider). We also suggest you use double-sided print-outs as much as possible.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator.

### 1 SUBMITTED BY

	Name(s) of tenderer(s)	Nationality <sup>12</sup>
Leader <sup>13</sup>		
Member		
Etc ...		

---

<sup>12</sup>Country in which the legal entity is registered.

<sup>13</sup>add/delete additional lines for members as appropriate. Note that a subcontractor is not considered to be a member for the purposes of this tender procedure. Subsequently, the data of the subcontractor must not appear in the data related to the economic, financial and professional capacity. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as 'leader' (and all other lines should be deleted).

## 2 CONTACT PERSON (for this tender)

<b>Name</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Fax</b>	
<b>E-mail</b>	

## 3 ECONOMIC AND FINANCIAL CAPACITY<sup>14</sup>

Please complete the following table of financial data<sup>15</sup> based on your annual accounts and your latest projections. If annual accounts are not yet available for this year or last year, please provide your latest estimates, clearly identifying estimated figures in italics. Figures in all columns must be on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the table). Any clarification or explanation which is judged necessary may also be provided.

<b>Financial data</b>	<b>2 years before last year<sup>16</sup></b>	<b>Year before last year</b>	<b>Last year</b>	<b>Average<sup>17</sup></b>	<b>This year</b>
	€	€	€	€	€
Annual turnover <sup>18</sup> , excluding this contract					
Current Assets <sup>19</sup>					
Current Liabilities <sup>20</sup>					

---

<sup>14</sup>Natural persons have to prove their capacity in accordance with the selection criteria and by the appropriate means.

<sup>15</sup>If this application is being submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this tender form for a supply contract..

<sup>16</sup>Last year=last accounting year for entity.

<sup>17</sup>Amounts entered in the ‘Average’ column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

<sup>18</sup>The gross inflow of economic benefits (cash, receivables, other assets) arising from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.

<sup>19</sup>A balance sheet account that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.

<sup>20</sup>A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.

#### 4 STAFF RESOURCES

Please provide the following personnel statistics for the current year and the two previous years.<sup>21</sup>

Average manpower	Year before last		Last year		This year	
	Overall	Total for fields related to this contract <sup>22</sup>	Overall	Total for fields related to this contract <sup>11</sup>	Overall	Total for fields related to this contract <sup>11</sup>
Permanent staff <sup>23</sup>						
Other staff <sup>24</sup>						
Total						
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%

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<sup>21</sup> If this tender is being submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this tender form for a supply contract.

<sup>22</sup> Corresponding to the relevant specialisms identified in point 5 below.

<sup>23</sup> Staff directly employed by the Tenderer on a permanent basis (i.e. under indefinite contracts).

<sup>24</sup> Other staff not directly employed by the Tenderer on a permanent basis (i.e. under fixed-term contracts).

## 5 FIELDS OF SPECIALISATION

Please use the table below to indicate the **specialisms relevant to this contract** of each legal entity making this tender, by using the names of these specialisms as the row headings and the name of the legal entity as the column headings. Show the relevant specialism(s) of each legal entity by placing a tick (✓) in the box corresponding to those specialisms in which the legal entity has significant experience. [**Maximum 10 specialisms**]

	Leader	Member 2	Member 3	Etc ...
Relevant specialism 1				
Relevant specialism 2				
Etc ... <sup>1</sup>				

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<sup>1</sup> add / delete additional lines and/or rows as appropriate. If this tender is being submitted by an individual legal entity, the name of the legal entity should be entered as 'Leader' (and all other columns should be deleted).

## 6 EXPERIENCE

Please complete a table using the format below to summarise the **major relevant supplies** carried out in the course of the past **3** years<sup>26</sup> by the legal entity or entities making this tender. The number of references to be provided must not exceed **15** for the entire tender

Ref # (maximum 15)	Project title		...					
Name of legal entity	Country	Overall supply value (EUR) <sup>27</sup>	Proportion supplied by legal entity (%)	No of staff provided	Name of client	Origin of funding	Dates	Name of members if any
...	...	...	...	...	...	...	...	...
Detailed description of supply						Related services provided		
...						...		

<sup>26</sup>In the case of framework contracts (without contractual value), only specific contracts corresponding to assignments implemented under such framework contracts will be considered.

<sup>27</sup>Amounts actually paid, without the effect of inflation.



**7 TENDERER'S DECLARATION(S)**

**As part of their tender, each legal entity identified under point 1 of this form, including every consortium member, must submit a signed declaration using this format. The declaration may be in original or in copy. If copies are submitted the originals must be dispatched to the Contracting Authority upon request.**

In response to your letter of invitation to tender for the above contract,  
we, the undersigned, hereby declare that:

**1** We have examined and accept in full the content of the dossier for invitation to tender No <.....> of <date>. We hereby accept its provisions in their entirety, without reservation or restriction.

**2** We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction:

Lot 1: [*description of supplies with indication of quantities and origin*]

Lot 2: [*description of supplies with indication of quantities and origin*]

Etc.

**3** The price of our tender **excluding** spare parts and consumables, if applicable [*excluding the discounts described under point 4*] is:

Lot 1: [.....]

Lot 2: [.....]

Lot 3: [.....]

**4** We will grant a discount of [%], or [.....] [*in the event of our being awarded Lot ... and Lot ... ..*].

**5** This tender is valid for a period of 90 days from the final date for submission of tenders.

**6** If our tender is accepted, we undertake to provide a performance guarantee as required by Article 11 of the Special Conditions.

**7** Our firm/company [*and our subcontractors*] has/have the following nationality:

<.....>

**8** We are making this tender in our own right [*as member in the consortium led by < name of the leader / ourselves > ]\**. We confirm that we are not tendering for the same contract in any other form. [*We confirm, as a member in the consortium, that all members are jointly and severally liable by law for the execution of the contract, that the lead member is authorised to bind, and receive instructions for and on behalf of, each member, that the execution of the contract, including payments, is the responsibility of the lead member, and that all members in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's execution*].

- 9** We are not in any of the situations excluding us from participating in contracts which are listed in section 2.3.3 of the Practical Guide. In the event that our tender is successful, we undertake, if required, to provide the proof usual under the law of the country in which we are established that we do not fall into these exclusion situations. The date on the evidence or documents provided will be no earlier than 1 year before the date of submission of the tender and, in addition, we will provide a statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

We also undertake, if required, to provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tender specified in the contract notice, point 16. The documentary proofs required are listed in Section 2.4.11 of the Practical Guide.

We also understand that if we fail to provide the proof/evidence required, within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.

- 10** We agree to abide by the ethics clauses in Clause 23 of the instructions to tenderers and, in particular, have no conflict of interests or any equivalent relation in that respect with other tenderers or other parties in the tender procedure at the time of the submission of this application.
- 11** We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the tasks. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the EU/EDF.
- 12** We note that the Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.
- 13** We fully recognise and accept that we may be excluded from tender procedures and contracts, in accordance with Section 2.3.4 of the Practical Guide, for a maximum period of 5 years from the date on which the infringement is established and up to 10 years in the event of a repeat offence within the 5 years of the above-mentioned date. Furthermore, we acknowledge that, should we make false declarations or commit substantial errors, irregularities or fraud, we will also be subject to financial penalties representing 2% to 10% of the total estimated value of the contract being awarded. This rate may be increased to 4% to 20% in the event of a repeat offence within 5 years of the first infringement.
- 14** We are aware that, for the purposes of safeguarding the financial interests of the Communities, our personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

[\* Delete as applicable]

If this declaration is being completed by a consortium member:

The following table contains our financial data as included in the consortium's tender form. These data are based on our annual audited accounts and our latest projections. Estimated figures (i.e. those not included in annual audited accounts) are given in italics. Figures in all columns have been provided on the same basis to allow a direct, year-on-year comparison to be made <except as explained in the footnote to the table>.

<b>Financial data</b>	<b>2 years before last<sup>5</sup> EUR</b>	<b>Year before last year EUR</b>	<b>Last year EUR</b>	<b>Average<sup>6</sup> EUR</b>	<b>This year EUR</b>
Annual turnover <sup>7</sup> , excluding this contract					
Current Assets <sup>8</sup>					
Current Liabilities <sup>9</sup>					

The following table contains our personnel statistics as included in the consortium's tender form:

Average manpower	Previous year		Last year		This year	
	Overall	Total for fields related to this contract <sup>11</sup>	Overall	Total for fields related to this contract <sup>11</sup>	Overall	Total for fields related to this contract <sup>11</sup>
Permanent staff <sup>12</sup>						
Other staff <sup>13</sup>						

Yours faithfully

Name and first name: <[.....]>

Duly authorised to sign this tender on behalf of:

<[.....]>

Place and date: <[.....]>

Stamp of the firm/company:

This tender includes the following annexes:

[Numbered list of annexes with titles]