

AGENCY FOR ELECTRONIC MEDIA

Reference number in the records of public procurement procedure: 1

Ordinal number in the Public Procurement Plan: 15

Place and date: Podgorica, 06.07.2020

In conformity with Article 54 paragraph 1 of the Public Procurement („Official Gazette of Montenegro“, No. 42/11, 57/14, 28/15 and 42/17) Agency for Electronic Media announces the following tender documents on the Public Procurement Portal:

**TENDER DOCUMENTS
FOR OPEN PUBLIC PROCUREMENT PROCEDURE
FOR GOODS**

Software for recording and analysis of radio and television programmes of the
broadcasters

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INVITATION TO OPEN PUBLIC PROCUREMENT PROCEDURE

I Contacting Authority information

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II Type of procedure

- open public procurement procedure.

III Subject of the public procurement

a) Type of the subject of public procurement

Goods

b) Description of the subject of the public procurement

Software for recording and analysis of radio and television programmes of broadcasters

c) CPV – Common Procurement Vocabulary

(48611000-4) Database software package
(48000000-8) Software package and information systems
(48219300-9) Administration software package
(48461000-7) Analytical or scientific software package

IV Conclusion of a Framework Agreement

A framework agreement shall be concluded:

no

V Manner of subject determination and estimated value of public procurement:

Estimated value of public procurement without conclusion of the framework agreement

Subject of the public procurement shall be procured:

as a whole amounting to EUR 63,000.00;

VI Possibility of alternative bids for submission

no

VII Requirements for participation in public procurement procedure

a) Mandatory requirements

Only the bidder who fulfils the following requirements may participate in the public procurement procedure:

- 1) is registered with the body in charge of registration of business entities,
- 2) timely settles all obligations in respect of taxes and contributions in accordance with law and regulations of the country of their registered office;
- 3) proves that themselves and their legal representative are not convicted by a final court decision for any of the criminal offences of organized crime, corruption, money laundering and fraud.

Evidence of fulfilment of the mandatory requirements

The fulfilment of the foregoing mandatory requirements shall be established on the basis of the following evidence:

- 1) proof of registration with the body in charge of registration of business entities, along with data on the authorized persons of the bidders;
- 2) proof issued by the body in charge of taxation affairs of timely reporting, calculation and execution of all obligations in respect of taxes and contributions up to 90 days before the day of the public opening of bids, in accordance with regulations of Montenegro, namely regulations of the country of bidder's registered office;
- 3) proof of competent body issued on the basis of criminal records which shall not be older than six months on the day of public opening of bids.

VIII Bid validity period

The validity period of the bid is **60** days as of the date of public bid opening.

IX Bid guarantee

yes

Bidder shall furnish an unconditional and on first demand payable Bid Guarantee, in the amount of **2%** of the estimated value of public procurement in a form of a firm commitment to the conditions of the bid within the validity period of the bid, and 7 (seven) days after the expiration of the validity period of the bid.

X Deadline and place of execution of the contract

- a) Deadline of execution of the contract is 12 months as of the Contract signing date.
- b) Place of execution of the contract is Bulevar Svetog Petra Cetinjskog 9, Podgorica.

XI Language of the bid:

- Montenegrin language or other language officially used in Montenegro, in accordance with the Constitution and Law.
- English language for:
 - technical characteristics of the subject matter of the public procurement
 - and technical documentation of the subject matter of the public procurement

XII Criterion for selection of the most favourable bid:

- | | | |
|--|------------------|-----|
| <input checked="" type="checkbox"/> The lowest offered price | number of points | 100 |
|--|------------------|-----|

XIII Time and date for submission of bids and public opening of bids

Bids shall be submitted on business days from 9 am 3 pm until and including **28.07.2020** by 9 am.

Pursuant to Article 90 of the Public Procurement Law, the Contracting Authority has set a 22 day deadline for submission of bids, because it is necessity to procure the aforementioned software as soon as possible, in order to allow the Agency for Electronic Media to carry out its regular activities, including the monitoring of quantitative and qualitative indicators and different aspects and dynamics of the broadcast radio and television programmes, in terms of fulfilling the control and supervisory function of the Agency for Electronic Media over the implementation of positive regulations, and research monitoring aimed at determining the structure and trends in the market of supply and demand of electronic media contents and AVM services in Montenegro. After the conditions have been met in terms of provision of funds necessary for the procurement, it is now necessary to carry out the procurement in order to ensure normal functioning of the Agency. For that reason, it was concluded that it was appropriate to set the deadline of 22 days. The shortening of deadline will not undermine the principles of public procurement.

The bids can be submitted:

- by direct delivery at the archive of the Contracting Authority at the address: “Bulevar Svetog Petra Cetinjskog 9, Podgorica”.
- by registered mail with return receipt at the address “Agency for Electronic Media - Bulevar Svetog Petra Cetinjskog 9, Podgorica”.

Public opening of bids, which may be attended by authorized representatives of bidders with enclosed power of attorney signed by the authorized person, shall take place on **28.07.2020. at 11:00 am**, at the premises of the Agency for Electronic Media, at the address Bulevar Svetog Petra Cetinjskog 9, Podgorica.

XIV Deadline for passing the decision on selection of the most favourable bid

The deadline for passing the decision on selection of the most favourable bid shall be **90** days from the date of public opening of bids.

XV Other information and requirements of significance for realization of the public procurement procedure

Payment terms and conditions:

Payment deadline: 15 days as of the date of completion of the contracted services and submitted invoice.

Payment method is via bank transfer.

Means of financial securing of a public procurement contract

Prior to execution of the Public Procurement Contract, the bidder whose bid was selected as the most favourable one shall be required to deliver to the Contracting Authority the following:

performance guarantee in the amount to 5% of the total contract value.

When signing the Contract, the Contractor is obliged to submit to the Contracting Authority an unconditional and on first demand payable Performance Guarantee in the amount of 5% of the total Contract value with, with a right of the Contracting Authority to activate such guarantee at any moment in the event there is a reason for Contract termination. The guarantee shall be issued by the Contractor's commercial bank located in Montenegro or by the Contractor's commercial bank headquartered in a foreign country in charge of collection of compensation on the basis of the bank guarantee. The Contracting Authority shall return the submitted performance guarantee to the Contractor directly and immediately after the fulfilment of the contractual obligations, i.e. after good execution of the contract by the Contractor, after the expiration of the contract.

Confidentiality of information

There is no confidential information.

**TECHNICAL CHARACTERISTICS OR SPECIFICATION OF THE
SUBJECT MATTER OF PUBLIC PROCUREMENT AND/OR BILL OF
QUANTITIES**

Item	Description of the subject matter of public procurement or part thereof	Key characteristics of the subject matter of public procurement in terms of quality, performances and/or dimensions	Unit of Measure	Quantity
1	<p>The subject matter of the public procurement is the delivery, installation and implementation of the software, i.e. software package for capture and recording of radio and television programme (FM radio, DVB-T, IPTV, AoIP, etc.), access to the recorded contents by the software users and analysis of the recorded material</p> <p>Software for simultaneous viewing of multiple recorded or broadcast TV/Video contents (multiview)</p> <p>Training of users</p>	Software tool/package	1	1

The subject matter of the public procurement is the delivery, installation and implementation of the **software, i.e. software package** for capture and recording of radio and television programmes (FM radio, DVB-T, IPTV, AoIP, etc.), access to the recorded contents by the software users and analysis of the recorded material by the Contracting Authority.

The software (applications) that is subject matter of the public procurement shall allow the recording of multiple radio and/or television programmes from different sources, such as the FM multi-channel tuner cards, capture cards for programmes broadcast in one of DVB standards, SDI or HDMI interfaces, and network interface card (NIC) (without additional interfaces over UDP, RTP, HTTP, HTTP Live Streaming and other protocols), analysis and search of the recorded material (audio and video) on the basis of predefined patterns, and creating adequate reports related to the searched and recorded materials.

In addition to the software solution, another subject matter of the public procurement are the software for simultaneous viewing of multiple recorded or broadcast TV/Video contents (multiview) and the in-service training organized at the premises of the Contracted Authority for 10 employees of the Contracting Authority. The training shall be carried out at the premises of the Contracting Authority without using remote assistance technique and shall not be longer than three days.

PROJECT SCOPE

Regular activities of the Agency for Electronic Media include the monitoring of quantitative and qualitative indicators and different aspects and dynamics of the radio and TV contents broadcast, for the purpose of control and supervision of the observance of regulations by the Agency of Electronic Media related, and research monitoring aimed at establishing the

structure and trends in the market of supply and demand for the contents of electronic media and AVM services in Montenegro.

Therefore, the Agency's Work Plan for 2020 envisages the development of capacity of the monitoring system, i.e. the system for transfer, recording and storing of audio and video material, and procurement of adequate software tools for the processing and analysis of the material.

In terms of signal transfer, it is planned to implement the system of transfer of radio and television programmes from several remote sites in Montenegro, i.e. radio and television programmes the reception of which is not possible through the terrestrial broadcasting systems on the territory of the Capital City or the programmes that are not available on the platforms for distribution of radio and television programmes to the end users (including the CDS platforms).

A system for reception of radio and television programmes on predetermined sites has been envisaged for this purpose, as well as their transfer via communication networks, using adequate protocols (TCP/IP protocols, and adequate techniques and protocols for encryption and distribution of audio and video contents through these networks).

The second important element in the monitoring process is adequate recording and storing of the audio and video material received: radio and television programmes on the territory of the Capital City of Podgorica, radio and television programmes available in the distribution systems, as well as the radio and television programmes that can be transferred from the remote sites in Montenegro.

This system should be user friendly, optimized in terms of the capacities necessary for recording and storing, and allow a high level of compatibility with the existing equipment available at Monitoring Sector of the Agency for Electronic Media. The latter includes the compatibility with the abovementioned system for transfer of audio and video content, and the ability to tag the recorded video content using timecodes and preset elements and patterns created by users for the purpose of analysis and easier access to the recorded contents.

Finally, it is necessary to provide the tool for the analysis of the recorded content, on the basis of the preset fingerprinted media patterns, allowing an easier access to the recorded content and its analysis. In addition, the system should be equipped with adequate tools allowing for adequate reporting about the completed analyses, i.e. providing the report on the recorded material based on the created metadata or recognized patterns.

For the purposes of the simultaneous analysis and viewing of multiple recorded video contents, it is envisaged that the Monitoring Sector will be equipped with software that can simultaneously display multiple recorded or broadcast TV/video contents (multiview) in order to improve the efficiency of operation and viewing of the recorded material.

In addition to mutual compatibility of all segments (transfer, recording and storing, analysis), the proposed software solution is required to be user friendly, with minimum training and preparation necessary, without the need to know the details of the computing methods applied, programming languages, databases, etc.

The system is also required to provide an access to and the use of the software tools through the computer network.

The Bidder is expected to include the following segments in the bid:

- a) Installation of an adequate software tool, with adequate licence, for recording of 30 audio and 20 video contents, and their processing (viewing in a timeline, listening in a timeline, tagging and reporting);

- b) Installation of an adequate software tool, with adequate licence, for the analysis of the recorded contents with a module for database creation from the preset fingerprinted media patterns and reporting through the user interface application or web interface;
- c) Installation of an adequate software tool, with adequate licence, for simultaneous viewing of at least 20 recorded or broadcast TV/video contents (multiview);
- d) The software solution should allow at least 12 users to work simultaneously with recorded video contents and 24 users to work simultaneously with recorded audio content in the network environment;
- e) The software solution shall be compatible with at least the following equipment (hardware) provided by the Contracting Authority:
 - Terra DVB-T/T2/C (sti410C) to IP streamer;
 - Sonifex PC-FM PCIe multi-channel FM tuner card, up to 32 audio channels;
 - IRCOS08 Radio Monitoring System, 8 FM/DAB+ channels, as a part of solution of transfer of radio programmes from several remote sites in Montenegro;
- f) The software installation, configuration and integration into the environment of the Contracting Authority;
- g) Training of the authorized staff of the Contracting Authority in the use and administration of the system;
- h) Support, software maintenance and upgrade period of at least 12 months after the installation;
- i) Informative terms and conditions and costs of support, software maintenance and upgrade after the expiry of the period referred to in the previous line;
- j) Informative terms and conditions and costs of adding individual audio or video contents and their integration into the system.

GENERAL FEATURES OF THE SOFTWARE SOLUTION REQUIRED

The system should meet the following characteristics:

1. The storage of data and/or recorded content must be centralized on a local area network (Network Attached Storage NAS over Server Message Block – SMB network file sharing protocol) or on a local computer and support protocols for transferring files through computer networks.
2. The solution needs to work in a closed network environment and not require interaction with external systems.
3. The proposed solution should consist of:
 - capture hardware, owned by user, either Peripheral Component Interconnect Express (PCIe) cards placed in the PC/Server or external devices that stream audio and/or video over Internet Protocol IP to adequate PC/Server of the user via Server Network Interface Card (NIC).
 - standard IT hardware, Windows PCs or Windows Servers, purchased and maintained by user.
 - video & audio recording software, content detection software and multiviewer software supplied by bidder
- 4.1. The software part of the recording solution:

- should have server-client architecture;
- server side should be able to run on a standard Windows PC with Windows 7/64-bit operating system or newer, or on a standard Windows Server 2012 up to Server 2019 and to have the possibility to run on virtualized machines or in the cloud.
- on the client side, users should be able to access recordings and generated metadata from Windows PCs using a Windows desktop application, and from any mobile device;
- should be able to run as a service (Software as a Service SaaS) and automatically restart recording on reboot;

4.2. The software part of the detection solution:

- should run on a separate 64-bit Windows PC or server;
- should have the possibility to run on virtualized machines or in the cloud;
- should be scalable to up to 70 channels per server;
- detection results should be visible in the client application from the recording solution;
- should be able to restart, start searching & reporting, on reboot;

4.3. The software part of the Multiview solution

- should run on a standard PC with adequate Graphics Processing Unit (GPU) and Windows 10 Pro or Enterprise operating systems
- should support multiple displays, with UHD/4K
- should be able to display up to 36 HD feeds per screen
- should be able to display up to 16 UHD channels from one PC

5. The solution must be upgradeable to a newer operating system (Windows 8.1, 10 ...) if the need arises.

6. The software must have an option to transfer recordings, manually or automatically, to one of the local storage devices for the backup purposes.

SPECIFIC FEATURES OF THE APPLICATION REQUIRED

The software solution supplied by bidder should be a unique software tool or software package that enables the radio and television reception and recording, access to recorded content by users and analysis of the recorded material, including a system for simultaneous viewing of multiple recorded or broadcast TV/Video content (multiview).

In addition to the above general functions, the solution offered must have the following specific characteristics:

- 1) Specific characteristics related to recording, access to and processing of the recorded content:
 - Ability to add and modify audio and video contents, at least 30 radio (audio) and 20 video (TV) recordings;
 - Ability to adjust recording time period (by time, memory space of recorded material);

- Ability to record and store on local storage space (Hard Disk Drive - HDD of computers), then move the recordings to a NAS over SMB and keep all these recordings instantly available to users for up to 10 years;
- Ability to use different sources for recording content (FM, audio, DVB-T2, DVB-C, IPTV, AoIP, etc.);
- Ability to choose methods and quality of compression of the recorded content;
- Ability to record supporting metadata for the recorded content created with different tools;
- Ability to export the recorded content in different compression methods and qualities;
- Ability to integrate with Microsoft Active Directory;
- Ability to grant rights to user-groups (play-back-only; export; access to metadata);
- Ability to access recordings through a Windows desktop application;
- Ability to access recordings through a web-interface;
- Ability to manually tag and categorize parts of the recorded content (category, type, source, etc);
- Ability to play-back, select, tag and export recordings within less than 10 seconds of recording;
- Ability to see several months of the recorded audio or video in a timeline with clearly visible and defined time references (second, minute, hour, etc.);
- Ability to move through time by dragging the bars of the timeline;
- Ability to concurrently see in one view, one or more frames per second, per minute, per hour and per day, allowing users to quickly locate and move to specific events in the recordings without changing views.
- Ability to see the volume level of the audio recordings in the timeline with a resolution of at least one second;
- Ability to instantly access any part of the recordings by all of the following methods:
 - dragging the timeline;
 - using calendar function (allowing to jump forward/backward per frame, second, minute, ten minutes, hour, ten hours, day, month and year).
entering date and time as text
- Ability to assign keyboard short-cuts
- Ability to select the recorded media for export by all of the following methods:
 - using marking buttons and short-cuts
 - single (right) click selection of one second, one minute, one hour, one day
 - select multiple seconds, minutes, hours and days by hovering over the Timeline
- Ability to build, preview and edit export lists;
- Ability to export multiple selected segments as one file or as separate files;
- Ability to select and export recordings from 3rd party applications through Application Programming Interface (API);
- Ability to re-stream the recorded video (stored as TS) of one or more of the recorded TV channels as MPEG-TS (UDP) allowing the display of these feeds in the Multiview application
- Ability for selected users to start & stop these streams using the Windows desktop Player application on the LAN or WAN.
- Ability to create automated, scripted exports from the recordings, using time and available metadata as anchor points.
- Ability to embed any or all elements of the browser based player on other web pages;
- Ability to concurrently play multiple video channels and display associated metadata, in one view;

- Ability to recognize assigned “category” metadata by their colours represented in the Timeline;
 - Ability to ingest and display together with the recordings external metadata;
 - Ability to ingest and display together with the recordings metadata embedded in DVB streams (including Electronic Program Guide -EPG, DVB subtitles, SCTE35 messages)
 - Ability to display timecodes with video channels;
 - Ability to burn-in timecodes, subtitles, logos during the export from video channels;
 - Ability to meter loudness levels, calculate loudness over selected periods and report loudness regulation breaches.
 - Ability to create reports on the recorded material based on the created metadata or recognized patterns;
 - Ability to export the recorded content to create fingerprinted patterns;
 - Ability to notify users about possible interruptions, errors, system alerts and inform users about them in real time (minimum e-mail, SMS or other);
 - Ability to create detailed information about the operation of the system (log);
- 2) Specific features related to the detection of pre-recorded content and data processing:
- Ability to detect previously fingerprinted media (patterns) created from the audio of media files (commercials, songs, jingles etc.) in the audio of the recordings;
 - Ability to detect patterns as short as 2 seconds
 - Ability to report detections with a margin of 0.3 seconds at the beginning and ending of the detection.
 - Ability to create a database of these patterns, add and edit associated metadata.
 - Ability to “merge” patterns;
 - Ability to “un-merge” patterns.
 - Ability to manage the patterns database on workstations on the LAN.
 - Ability to automatically create new patterns based on “unknown repeating audio”, with flexible rules for pattern length, minimum number of repetitions, and search period.
 - Ability to create a pattern by selecting a part of the Timeline and manually add metadata, from any place on Local Area Network (LAN), or Wide Area Network (WAN).
 - Ability to mass-import patterns from media files while reading-in embedded metadata or external metadata from lists or associated files.
 - Ability to mass-edit the associated patterns-metadata by creating filters and applying changes to all selected patterns.
 - Ability to adjust (lower or increase) the number of keys used for initial detection per pattern.
 - Ability to concurrently carry out multiple searches of channels on a single machine.
 - Ability to per channel choose between instant reporting (within seconds), or use search intervals.
 - Ability to run automated and manual “back-searches” for all or any channel.
 - Ability to search patterns much faster than real time, preferably several minutes of the recordings per second.
 - Ability to perform quick searches using a selection of the patterns only.
 - Ability to prioritize the searches of new recordings over scheduled back-searches.
 - Ability to stop & start searches at will without affecting other searches or system operations.

- Ability to access/see the search/detection results in all of these options:
 - in the Windows desktop Player, both as text-lines and as category colour coding in the Timeline;
 - in the browser based Player, both as text-lines and as category colour coding of the Timeline;
 - in a standard web-interface, showing detection results per channel, per multiple channels, per pattern, and in a hours/days grid;
 - through customized queries/reports based on an open SQL database.
- 3) Specific features related to the display of live TV feeds and/or recorded feeds in multiview:
- Ability for browser based configuration
 - Ability to create multiple presets of mosaics
 - Ability for browser based preview of the mosaic at a lower refresh rate
 - Ability to receive MPEG-TS over UDP/RTP, HLS, MPEG-DASH, RTMP and RTSP sources (User Datagram Protocol/ Real-time Transport Protocol; HTTP Live Streaming, *MPEG* Dynamic Adaptive Streaming over HTTP, Real-Time Messaging Protocol and Real Time Streaming Protocol);
 - Ability to display up to 36 HD channels per screen
 - Ability to display embedded DVB metadata, such as subtitles, time-codes and SCTE35
 - Ability to display multiple audio and loudness levels per source
 - Ability to make multiple versions of the mosaic available as a full quality MPEG-TS (H.264 or H.265) stream.
 - Ability to configure alarms

INTEGRATION AND COMPATIBILITY WITH THE EXISTING USER SYSTEMS

The software solution offered (software or software package) should not require significant changes to the hardware and type of the operating system used, excluding the upgrade of the existing operating systems of the Contracting Authority.

Moreover, a high degree of compatibility is required with respect to the equipment for transfer of audio and video contents and the equipment used for recording, processing and analyzing programme content.

The bidder will also provide lists of compatible hardware solutions for the transfer, reception, recording and processing of the recorded contents, as well as a list of applicable protocols and interfaces, based on which the bidder may assess the compatibility with the already installed and functional solutions used.

INTEGRATION AND CONFIGURATION OF THE SYSTEM IN THE ENVIRONMENT OF THE CONTRACTING AUTHORITY

The Bidder is obliged to enable the user to fully use the software solution no later than 30 business days after the contract has been concluded.

This includes the installation of adequate applications, configuration of the server and adequate databases, system for configuring the access to application, and testing of operation in the network environment of the Contracting Authority, as well as full integration of the software solution into the existing system of the Contracting Authority.

The Bidder with whom the contract is concluded is obliged to complete the full installation of adequate software tools, and to configure and adjust them.

The hardware and software infrastructure of the Contracting Authority will be available to the Contractor for implementation of the solution.

The Bidder is obliged to include in the Bid the training of users and administrators of the Contracting Authority in the use, administration and maintenance of the solution offered. The training should meet at least the following requirements:

- Technical training for IT staff of the user (system administrators) in all aspects of the functioning of the software solution, including the installation, operations necessary for the normal functioning, and provision of adequate information related to the integration of the solution into the infrastructure of the Contracting Authority (protocols used, hardware requirements, etc.).
- Training of end users, including all details of individual functions of the software solution.

The Bidder must provide adequate user documentation (User Guide) in both written and electronic format.

The user documentation must include the details of processes and all individual functions of the software solution. All functions, installations, settings, user interfaces, etc. must be adequately described in the user documentation.

The user documentation must be provided in the Montenegrin or English language in the electronic format of Microsoft Office Word or Portable Document Format (pdf) file.

TESTING AND QUALITY ASSURANCE

The Bidder must ensure normal operation of the software tools in 98 % of the time, except when the interruption in the operation is not caused by error in the functioning of the software tools.

When performing maintenance services, the Bidder shall constantly correct the errors reported by the Contracting Authority as follows:

- Critical errors: recording system down, no audio/video recording
 - Initial response: within 8 working hours;
 - Work-around or fix: within 10 working hours;
 - Resolution: within 3 days;
- Moderate errors: problems with accessing recordings, or with content detection solution (not searching, no results)
 - Initial response: within 8 working hours;
 - Work-around or fix: within 16 working hours;
 - Resolution: within 7 days;
- Minor errors: non-critical bugs, reporting issues
 - Initial response: within 2 working days;
 - Work-around or fix: within 5 working days;
 - Resolution: within 30 days;
- Trivial errors: small malfunctions
 - Initial response: within 4 working days;
 - Work-around or fix: in next software release;
 - Resolution: in next software release;

SUPPORT, MAINTENANCE AND UPGRADE PERIOD

The Bidder should specify the period after the contract is signed, during which it will provide support, maintenance and upgrade of the software solution free of charge. This period shall not be shorter than 12 months.

The Bidder should guarantee that it will correct the detected errors reported by the Contracting Authority within the aforementioned period, provide the support to the software users, allowing them to fully use all functions, timely inform the user about all functions that have been implemented or upgraded, and complete the upgrade that includes the above mentioned functions.

During this period, the Bidder may provide in-service support to the user, or use some of the acceptable methods of remote assistance to provide support.

**STATEMENT OF CONTRACTING AUTHORITY THAT IT WILL
DULY SETTLE ITS LIABILITIES TOWARDS THE SELECTED
BIDDER¹**

AGENCY FOR ELECTRONIC MEDIA OF MONTENEGRO

Number: 02 – 572/3

Place and date: Podgorica, 06.07.2020

In accordance with Article 49, Paragraph 1, Item 3, of the Law on Public Procurement (Official Gazette of Montenegro, No. 42/11, 57/14, 28/15 and 42/17), Goran Vuković, Director, in the capacity of the authorized person of Agency for Electronic Media, issues the following

S t a t e m e n t

That Agency for Electronic Media, according to Public Procurement Plan number: 02-83 of 28.01.2020, Financial Plan of the Agency for Electronic Media for 2020. (number: 01-1031 of 20.09.2020), Decision of the Council of the Agency for Electronic Media on Adopting Financial Plan of the Agency for Electronic Media for 2020 (number: 01-1031/1 of 20.09.2020), Decision of the Parliament of Montenegro on Adopting Financial Plan of the Agency for Electronic Media for 2020 (number: 00-72/19-50/3 EPA 794 XXVI of 27.12.2019) and Public Procurement Contract, will duly settle its obligations, in compliance with the agreed payment schedule.

Director of the Agency for Electronic Media of Montenegro
Goran Vuković, *pers.sign.*

¹A signed statement is enclosed to the public procurement documentation of the contracting authority and is an integral part of public procurement contract

STATEMENT OF THE CONTRACTING AUTHORITY (AUTHORIZED PERSON, PUBLIC PROCUREMENT OFFICER AND THE PERSONS HAVING BEEN INVOLVED IN THE TENDER PROCEDURES PLANNING) ON THE ABSENCE OF CONFLICT OF INTEREST²

AGENCY FOR ELECTRONIC MEDIA OF MONTENEGRO

Number: 02 – 572/4

Place and date: Podgorica, 06.07.2020

In accordance with Article 16, Paragraph 5, of the Public Procurement Law (Official Gazette of Montenegro, No. 42/11, 57/14, 28/15 and 42/17), I, hereby,

D e c l a r e

That, with a view to the public procurement procedure included in the Amended Public Procurement Plan number 02-83 of 28.01.2020 for procurement of software for recording and analysis of radio and television programmes of broadcasters, I am not in a conflict of interests taking into consideration the meaning of Article 16, Paragraph 4, of the Law on Public Procurement and there is no economic or other personal interest that may compromise my objectivity and impartiality in this public procurement procedure.

Authorized person of the Contracting Authority:
Director of the Agency for Electronic Media of Montenegro
Goran Vuković, *pers.sign.*

Public Procurement Officer:
Zorica Popović, *pers.sign.*

²A signed statement is enclosed to the public procurement documentation of the contracting authority

**STATEMENT OF THE CONTRACTING AUTHORITY (MEMBERS OF
THE COMMISSION FOR EVALUATION AND OPENING OF BIDS
AND PERSONS HAVING BEEN INVOLVED IN TENDER
PROCEDURES PLANNING) ON THE ABSENCE OF CONFLICT OF
INTEREST³**

AGENCY FOR ELECTRONIC MEDIA OF MONTENEGRO

Number: 02 – 572/5

Place and date: Podgorica, 06.07.2020.

In accordance with Article 16, Paragraph 5, of the Public Procurement Law (Official Gazette of Montenegro, No. 42/11, 57/14, 28/15 and 42/17), I, hereby,

D e c l a r e

That, with a view to the public procurement procedure included in the Public Procurement Plan number 01-3268 dated May 23, 2019 for procurement of software for recording and analysis of radio and television programmes of the broadcasters, I am not in a conflict of interests taking into consideration the meaning of Article 16, Paragraph 4, of the Law on Public Procurement and there is no economic or other personal interest that may compromise my objectivity and impartiality in this public procurement procedure.

Commission for opening and evaluating of bids:

Nikola Ivanović, Chairperson _____

Gorana Mrvaljević, Member _____

Marina Mugoša-Lazarević, Member _____

³ A signed statement is enclosed to the public procurement documentation of the contracting authority.

METHODOLOGY OF THE MANNER BID EVALUATION BASED ON THE CRITERION AND SUB-CRITERION

□ Bid evaluation based on the criterion of the lowest offered price shall be performed in the following manner:

The points shall be scored in the following manner: the lowest offered price = the maximum number of points - 100

The bidder that offers the lowest price is scored with maximum number of points, while other bids are scored proportionate to the lowest offered price according to the following formula:

number of points = the lowest offered price / offered price x 100

BID FORM WITH THE FORMS TO BE PREPARED BY THE BIDDER

BID COVER SHEET

(name of the bidder) _____

submits to

Agency for Electronic Media

BID

**Based on Tender documents number _____ of _____
for procurement of goods**

Software for recording and analysis of radio and television programmes of the
broadcasters

Subject of the public procurement as a whole

TABLE OF CONTENTS OF THE BID

1. Bid cover sheet
2. Contents of the bid
3. Data provided on the bid and bidder
4. Contract on joint participation in case of submission of a joint bid
5. Filled in form of the financial part of the
6. Statement on the existence or absence of a conflict of interest of the bidder, bidder submitting a joint bid or subcontractor
7. Evidence that the mandatory conditions for participation in the public procurement procedure have been met
8. Signed Draft Public Procurement Contract
9. Means of financial security
10. Other documents (catalogues, photographs, publications, etc.)

INFORMATION ABOUT BID AND BIDDER

The bid is submitted as:

- Independent bid
- Independent bid submitted with a subcontractor
- Joint bid
- Joint bid submitted with a subcontractor

Information about a bidder submitting an independent bid:

Name and seat of the bidder	
TIN ⁴	
Number of the bank account and the name of the bank of the bidder	
Address	
Telephone	
Fax	
E-mail	
A person/s authorized to sign the financial part of the bid and the documents enclosed in the bid	<i>(Name, surname and position)</i>
	<i>(Signature)</i>
Name and surname of the person responsible for information providing	

⁴Or a national identification number of the state of the bidder's seat

Information about a subcontractor within the independent bid⁵

Name of the subcontractor	
TIN ⁶	
Authorized person	
Address	
Telephone	
Fax	
E-mail	
A percentage of the total value of the public procurement that will be performed by the subcontractor	
A description of the part of the subject of the public procurement that will be performed by the subcontractor	
Name and surname of the person responsible for information providing	

⁵The table "Information about the subcontractor within the independent bid" shall be filled in only by those bidders whose bid is submitted with the subcontractor, and if there is a large number of subcontractors, they need to copy a table in a sufficient number of copies to fill in and submit for each sub-contractor.

⁶Or a national identification number of the state of the bidder's seat

Information about the bidder submitting a joint bid⁷

Name of the bidder submitting a joint bid	
Address	
Person authorized for signing the financial part of the bid, draft public procurement contract and draft framework agreement	<i>(Name and surname)</i>
	<i>(Signature)</i>
Names and professional qualifications of the persons that will be responsible for the contract execution	

⁷The table "Information about a joint bid" shall be filled in only for those bidders who submit a joint bid. The bidders who submit a joint bid must fill in the table "Information about the bearer of a joint bid" and "Information about a joint bid"

Information about the leading bidder in the joint bid:

Name of the leading bidder of the joint bid	
TIN ⁸	
Number of the bank account and the name of the bank of the bidder	
Address	
Person authorized for signing the documents referring to the leading bidder in the joint bid	<i>(Name, surname and position)</i>
	<i>(Signature)</i>
Telephone	
Fax	
E-mail	
Name and surname of the person responsible for information providing	

⁸Or a national identification number of the state of the bidder's seat

Information about the member of the joint bid⁹:

Name of the member of the joint bid	
TIN ¹⁰	
Number of the bank account and the name of the bank of the bidder	
Address	
Person authorized for signing the documents referring to the member of the joint bid	<i>(Name, surname and position)</i>
	<i>(Signature)</i>
Telephone	
Fax	
E-mail	
Name and surname of the person responsible for information providing	

⁹ The table "Information about a joint bid" shall be copied in a sufficient number of copies and filled in and submitted for each member of a joint bid

¹⁰Or a national identification number of the state of the bidder's seat

Information about the subcontractor within the joint bid¹¹

Name of the subcontractor	
TIN ¹²	
Authorized person	
Address	
Telephone	
Fax	
E-mail	
A percentage of the total value of the public procurement that will be performed by the subcontractor	
A description of the part of the subject of the public procurement that will be performed by the subcontractor	
Name and surname of the person responsible for information providing	

¹¹The table "Information about the subcontractor within the independent offer" shall be filled in only by those bidders whose bid is submitted with the subcontractor, and if there are a large number of subcontractors, they need to copy a table in a sufficient number of copies to fill in and submit for each subcontractor.

¹²Or a national identification number of the state of the bidder's seat

FINANCIAL PART OF THE BID

Ser.No.	Subject Description	Important features of the subject of the public procurement offered	Measure Unit	Quantity	Unit price excluding VAT (€)	Total amount excluding VAT (€)	VAT (€)	Total amount including VAT (€)
1								
2								
3								
.....								
Total amount excluding VAT								
VAT								
Total amount including VAT:								

Bid conditions:

Contract execution deadline is	
Contract execution place is	
Manner and timetable of delivery/execution	
Period covered by guarantees	
Performance guarantees	
Manner of quality control	
Payment deadline	
Payment method	
Validity period of the bid	
....	
.....	

Authorized person of the Bidder

(Name, surname and position)

(signature)

S.P.

**STATEMENT ON THE ABSENCE OF CONFLICT OF INTEREST ON
THE SIDE OF THE BIDDER, BIDDER SUBMITTING A JOINT BID,
SUBCONTRACTOR¹³**

(bidder) _____

Number: _____

Place and date: _____

Authorized person of the Bidder/member of a joint bid, subcontractor
_____ (*Name and surname and position*), in accordance with
Article 17, Paragraph 3, of the Law on Public Procurement ("Official Gazette of
Montenegro", No. 42/11, 57/14, 28/15 and 42/17) issues the following

S t a t e m e n t

that it is in no conflict of interest with the representatives of the Contracting Authority named in the Statements on the absence of conflict of interest on the side of the Contracting Authority, which are an integral part of the related Tender Documents No. ___ dated _____ for procurement (*description of the subject*), in accordance with the provisions of the Article 17, Paragraph 1, of the Law on Public Procurement, and there are no grounds for a conflict of interest on the side of the bidder, in terms of Article 17, Paragraph 2 of the same law.

Authorized person of the Bidder

(*Name, surname and position*)

(*handwritten signature*)

S.P.

¹³A declaration of absence of the conflict of interest of the bidder, the submitting party of the joint bid, sub-provider or subcontractor shall be specifically provided for each member of a joint tender, for each sub-provider / subcontractor

**EVIDENCE ON COMPLIANCE WITH THE MANDATORY
REQUIREMENTS FOR PARTICIPATION IN THE TENDER
PROCEDURE**

To be submitted:

- proof of registration with the body in charge of registration of business entities, along with data on the authorized persons of the bidders;
- proof issued by the body in charge of taxation affairs of timely reporting, calculation and execution of all obligations in respect of taxes and contributions up to 90 days before the day of the public opening of bids, in accordance with regulations of Montenegro, or regulations of the country of bidder's registered office;
- proof of the competent body issued on the basis of criminal records which shall not be older than six months on the day of public opening of bids, proving that the bidder, i.e. its representative is not convicted by a final court decision of any of the criminal offences of organized crime, corruption, money laundering and fraud

DRAFT PUBLIC PROCUREMENT CONTRACT

The following contract is concluded between:

The Contracting Authority – Agency for Electronic Media of Montenegro, with registered office in Podgorica, Bulevar Svetog Petra Cetinjskog 9, Tax Identification Number: 02386135, registration number: 02386135, bank account number: 510-104-19, bank: Crnogorska komercijalna banka, represented by Director of the Agency for Electronic Media Goran Vuković (hereinafter referred to as: Contracting Authority).

and

Bidder _____ with registered office in _____, address: _____, bank account number: _____, bank: _____, represented by _____, (hereinafter referred to as: Contractor).

THE CONTRACT IS BASED ON:

The tender documents for the public procurement procedure (open procedure) for the procurement of software for recording and analysis of radio and television programmes of broadcasters, No.: _____ of _____;

Number and date of a decision on selection of the most favourable bid: _____;

Bid submitted by the Bidder (*name of the Bidder*) No. _____ of _____.

I SUBJECT MATTER OF THE CONTRACT

Article 1

The subject matter of this Contract is procurement of the software for recording and analysis of radio and television programmes of broadcasters, according to the tender documents for the procurement of goods No. _____ of _____ and the decision on selection of the most favourable bid No. _____ of _____, and according to the Bid No. _____ of _____ submitted by the Bidder.

Article 2

Contractor shall supply the goods referred to in Article 1 of this Contract, according to the Specification and the accepted Bid No. _____ of _____, which is an integral part of this Contract.

The Contractor shall provide an invoice, signed by the authorized person to the Contracting Authority. The invoice shall include the Contract number, according to which the payment is made.

II PRICE AND MANNER OF PAYMENT

Article 3

The total price of the goods referred to in Article 1 of this Contract is € _____ (in writing: _____).

The Contracting Authority shall make the payment to the Contractor's bank account - _____, with _____, within 15 (fifteen) days after the execution of the contract and submission of the invoice.

The delivery of goods referred to in this Contract shall be deemed adequate when the authorized persons of the Contractor have installed adequate applications, configured the servers and adequate databases, the system for access to applications at the premises of the Contracting Party, tested the functioning in the network environment, and completed the integration of the software solution into the existing system of the Contracting Authority, and when the Minutes on the Provision of Service have been prepared with the authorized persons of the Contractor and signed by representatives of the Contracting Authority and the Contractor.

III TERM

Article 4

The Contract shall be concluded for a period of ____ years.

The Contractor shall fulfil the obligations referred to in Article 1 of this Contract until _____.2020.

IV OBLIGATIONS OF THE CONTRACTING PARTIES

Article 5

The Contractor is obliged to:

- deliver the goods no later than 30 business days after the conclusion of the contract;
- manage the execution of all tasks;
- provide complete documentation according to which the services are provided.

Article 6

V INTEGRATION AND CONFIGURATION OF THE SYSTEM IN THE ENVIRONMENT OF THE CONTRACTING AUTHORITY

The Contractor shall enable the user to fully use the software solution no later than 30 business days after the contract has been concluded.

This shall include the installation of adequate applications, configuration of the server and adequate databases, system for configuring the access to application, and testing of operation in the network environment of the Contracting Authority, as well as full integration of the software solution into the existing system of the Contracting Authority.

The Contractor shall complete the full installation of adequate software tools, and to configure and adjust them.

For the integration of the software solution, the Contracting Authority shall provide at least:

- receivers, owned by the Contracting Authority, Peripheral Component Interconnect Express (PCIe) cards or external devices for streaming audio/video content over the

Internet Protocol (IP) to adequate IT/Servers of the Contracting Authority via Server Network Interface Card (NIC) cards.

- Standard IT infrastructure of the Contracting Authority, personal computers on the Windows platform or a Windows server.

The hardware and software infrastructure of the Contracting Authority shall be available to the Contractor for implementation of the solution.

The Contractor shall carry out the training of users and administrators in administration and maintenance of the software referred to in Article 1 of this Contract at the premises of the Contracting Authority.

The training referred to in paragraph 6 of this Article shall meet the following requirements:

- Technical training for the IT staff of the Contracting Authority (system administrators) in all aspects of the functioning of the software solution, including the installation, operations necessary for the normal functioning, and provision of adequate information related to the integration of the solution into the infrastructure of the Contracting Authority (protocols used, hardware requirements, etc.).
- Training of end users, including all details of individual functions of the software solution.

The training referred to in paragraph 6 of this Article shall be carried out for 10 employees of the Contracting Authority over a period of no more than three (3) days.

The Contractor shall provide adequate user documentation (User Guide) in both written and electronic format.

The Contractor shall include the details of the processes and all individual functions of the software solution in the user documentation referred to in paragraph 1 of this Article, and all functions, installations, settings, user interfaces, etc. which shall be adequately described in the user documentation.

The Contractor shall provide the user documentation in the Montenegrin or English language in the electronic format of Microsoft Office Word or Portable Document Format (pdf) file.

Article 7

VI TESTING AND QUALITY ASSURANCE

The Contractor shall carry out at least the following measures and activities aimed at ensuring the quality of the subject matter of the procurement:

- The Contractor shall ensure normal operation of the software tools in 98% percent of the time when the software is used in line with the End User Licence Agreement (EULA, except when the interruption in the operation is not caused by error in the functioning of the software tools.
- When performing maintenance services, during the term of the contract which stipulates the deadlines for maintenance and upgrade, the Contractor shall constantly correct the errors reported by the Contracting Authority, in the following manner:
 - Critical errors: recording system down, no audio/video recording
 - Initial response: within 8 working hours;
 - Work-around or fix: within 10 working hours;
 - Resolution: within 3 days;

- Moderate errors: problems with accessing recordings, or with content detection solution (not searching, no results)
 - Initial response: within 8 working hours;
 - Work-around or fix: within 16 working hours;
 - Resolution: within 7 days;
- Minor errors: non-critical bugs, reporting issues
 - Initial response: within 2 working days;
 - Work-around or fix: within 5 working days;
 - Resolution: within 30 days;
- Trivial errors: small malfunctions
 - Initial response: within 4 working days;
 - Work-around or fix: in next software release;
 - Resolution: in next software release.

Article 8

Over the period of ____ year after the signing of the contract, the Contractor shall provide support and upgrade the software solution free of charge.

The Contractor shall correct the detected errors reported by the Contracting Authority and provide support to the software users during the period referred to in paragraph 1 of this Article, in order to allow for maximum use of all functions.

During the period referred to in paragraph 1 of this Article, the Contractor shall timely inform the user about all functions that have been implemented or upgraded, and complete the upgrade that includes the above mentioned functions.

During the period referred to in paragraph 1 of this Article, the Contractor shall provide in-service support to the user, or use some of the acceptable methods of remote assistance to provide support.

Free user support provided by the Contractor shall not include integration of the software solution with the hardware and/or software subsequently procured by the Contracting Authority.

VII CONTRACT TERMINATION

Article 9

The contracting parties agree that this Contract may be terminated if the Contractor fails to fulfil its obligations within the timeframe and in the manner stipulated by this Contract:

- if the Contracting Authority determines that the quality of the delivered goods is not at the level of the required quality or quality offered in the Contractor's bid, after the Contractor failed to correct the quality of the offered goods within ten days;
- if the Contractor's staff fail to adhere to their obligations and behave inappropriately during the execution of their tasks, or in other cases of professional misconduct, if the Contractor fails to eliminate the consequences of inadequate execution of the contractual obligations within 10 days.

In case of oversights in the performance of tasks, the Contracting Authority shall invite the Contractor in writing to jointly define the cause and scope of the detected oversights by

drafting Minutes. If the Contractor fails to respond to the invitation of the Contracting Party within 10 days, the Contracting party shall engage a third party, whose costs shall be covered by the Contractor.

VIII LIMITATION OF LIABILITY

Article 10

The software solution that is subject matter of the Contract shall be accepted by the Contracting Authority as is and be used at a sole risk of the Contracting Authority.

The Contractor shall make no warranties, direct or implied, regarding the fitness of the software for a particular purpose.

To the extent permitted by applicable Law, the Contractor shall not be liable for any indirect, consequential or incidental damages, including but not limited to loss of profits, loss of data or any other disadvantage suffered by the Contracting Authority arising out of use or failure to use the software solution provided.

To the extent permitted by applicable Law, the liability of the Contractor shall be limited to the total Contract value.

IX PERFORMANCE GUARANTEE

Article 11

When signing this Contract, the Contractor shall submit to the Contracting Authority an unconditional and on first demand payable Performance Guarantee in the amount of 5% of the total Contract value, with the right of the Contracting Authority to activate such guarantee at any moment in the event there is a reason for Contract termination.

The guarantee shall be issued by the Contractor's commercial bank located in Montenegro or by the Contractor's commercial bank headquartered in a foreign country in charge of collection of compensation on the basis of the bank guarantee.

The Contracting Authority shall return the submitted performance guarantee to the Contractor directly and immediately after the fulfilment of the contractual obligations, i.e. after good execution of the contract by the Contractor, after the expiration of the contract.

X OTHER PROVISIONS

Article 12

The Parties agree that any material and adverse event or circumstance, wherever occurred, that is not imputable to a Party which invokes it (or its officers, staff etc.), whose occurrence and effects are not controllable by such Party and beyond its reasonable control, could not be avoided or prevented by the affected Party, and which causes a delay in that Party performing or failure of that Party to perform any of its obligations under this Agreement, including (but not limited to):

- acts of God
- acts of war
- acts of terrorism
- epidemics or pandemics
- strikes and lock outs
- import or export regulations or embargoes shall be deemed a "Force Majeure Event."

Neither Party shall be liable for, or be deemed to be in breach of this Agreement as a result of, any delay in performing or failure to perform its obligations under this Agreement where that delay or failure is caused by any Force Majeure Event.

Article 13

The Contractor and its staff shall not reveal any official or confidential information related to this Contract, work and activities of the Contracting Authority, without prior consent of the Contracting Authority, for an indefinite period.

Article 14

The contracting parties shall try to resolve all disputes arising from or in relation to this contract in an amicable manner.

Otherwise, the dispute shall be subject to the jurisdiction of the Commercial Court in Podgorica.

Article 15

The public procurement contract concluded in violation of the anti-corruption regulation within the meaning of Article 15, paragraph 5 of the Public Procurement Law (Official Gazette of Montenegro, No. 42/11, 57/14, 28/15 and 42/17) shall be considered null and void.

Article 16

This Contract is made in four identical copies, two of which shall be retained by each of the contractual parties.

The contracting parties acknowledge that they have read and understood the Contract, and that its provisions fully reflect their actual will.

Article 17

This Contract shall come into effect on the date of signing and remain valid for 12 months after the signing.

CONTRACTING AUTHORITY

CONTRACTOR

I AGREE WITH THE DRAFT CONTRACT

Authorized person of the Bidder _____

(Full name and position)

(Signature)

Note: The final text of the public procurement contract will be drafted in accordance with Article 107 paragraph 2 of the Public Procurement Law (Official Gazette of Montenegro, No. 42/11, 57/14, 28/15 and 42/17).

INSTRUCTIONS TO THE BIDDERS FOR PREPARATION AND SUBMISSION OF THE BID

I MANNER OF PREPARATION OF A BID IN A WRITTEN FORM

1. Bid preparation and submission

In order to participate in a public procurement procedure, a bidder shall prepare and submit a bid in accordance with these tender documents.

The bidder shall prepare the bid as a whole and shall mark by ordinal numbers all first pages of the sheets and the total number of sheets of the bid, except for the bid warranty, catalogues, photos, publications and the like.

Documents prepared by the bidder, which are an integral part of the bid, must be signed by the authorized person of the Bidder, or person authorized by him/her.

The bid must be bound with one red tape so that the single sheets cannot be subsequently inserted, removed or replaced, without damage to the bid sheet.

The bids and samples required by the tender documentation shall be delivered in the appropriate sealed envelope (envelope, package and the like) in such a way that it can be identified upon bid opening that it is being opened for the first time.

The outer packing of the bid shall include the following: bid, the number of tender documents, the name and the head office of the contracting authority, the name, the head office, or the name and address of the bidder and the text: "Do not open before the public opening of tenders".

In case of submission of a joint bid, it should be indicated on the outer package that this is a joint bid and indicate the full name of the bidder and the address on which the bid shall be returned in case it is submitted untimely.

The bidder is obliged to prepare a bid on the forms of the tender documents with the possibility of his memorandum usage.

2. Preparation of bid in case of conclusion of a framework agreement

If tender documentation envisages conclusion of a framework agreement, the bidder shall prepare and submit the bid according to the description, technical specification and estimated value of the subject of public procurement envisaged for the first year i.e. first contract on public procurement.

3. Manner of preparation of a bid by lots

A bidder may submit a bid for one or more of the lots provided that the offer applies to at least one lot.

If a bidder submits an offer for several or all lots, bid must be prepared as a single unit so that it can be evaluated for each lot separately, in a way that evidences pertaining to all lots are submitted together in a single copy, except for the bid guarantee, catalogues, photographs, publications and the like, in the offer for the first lot for which it participates, and the evidences pertaining to a specific lot shall be submitted for each lot separately.

Bid guarantee, catalogues, photographs, publications, and the like shall be enclosed in the bid after the documents for the last lot for which the contractor participates.

4. Manner of preparation of a joint bid

A bid may be submitted by a group of bidders (joint bid) having an unlimited joint liability for the bid and the obligations derived from a public procurement contract.

The bidder who submitted a bid independently may not simultaneously participate in a joint tender or as a subcontractor, or the subcontractor to another bidder.

In a joint tender, a contract on joint participation must be submitted that: defines the leading bidder - the bearer of the bid; allocates part of the procurement subject which will be implemented by each of the applicants and their share in the financial part of the bid; accepts unlimited liability for the bid and obligations from the contract on public procurement and regulates the respective rights and obligations of the applicants in the joint bid (assigns the applicant to joint bid whose authorized person will sign the financial part of the offer, draft public procurement contract and the draft framework agreement, and whose seal, stamp or similar mark will verify these documents and mark the first page of each sheet; determines the applicant in the joint bid who will provide a bid guarantee and other means of financial security; determines the applicant of a joint bid who will issue and submit to the contracting authority bills/invoices and other documents for payment and on whose account the contracting authority will make payments, etc.). The contract on joint participation can determine the name of such a bidder.

The bidders shall state in their joint bid the names and adequate professional qualifications of the persons who will be responsible for execution of the public procurement contract.

5. Conditions for Preparation of a Bid with a subcontractor

A bidder may entrust the partial execution of the procurement to a sub-provider or a subcontractor.

The participation of all sub-providers and subcontractors in the execution of the public contract shall not exceed 30% of the total value of the bid.

The bidder shall allow the contracting authority, upon the latter's request, access to the documents pertaining to sub-provider or a subcontractor, for the purpose of establishing the compliance with the conditions for participation in a public procurement procedure.

The bidder shall be fully liable to the contracting authority for execution of the procurement contract, irrespective of the number of sub providers or subcontractors.

6. Conflict of interest in preparing a joint bid and bid with a subcontractor

In terms of the Article 17, paragraph 1, item 6 of the Law on Public Procurement, the conflict of interest on the side of the bidder occurs if, in the same procurement procedure, one party participates as a member of several joint bids, or it participates as a subcontractor in several bids.

7. The method of preparing a bid when the Bill of Quantities or Technical specification gave a trade mark, patent, type or a specific origin of goods, services or works with the indication "or equivalent"

If the contracting authority specified a trade mark, patent, type or manufacturer for a specific item/s in the Bill of Quantity or Technical specification, with the indication "or equivalent", the bidder is obliged to exactly indicate in its bid which trade mark, patent, type or manufacturer it offers.

In relation to requests for technical characteristics or specifications defined by the tender documentation, the bidders can offer the solutions equivalent to the requirements of the standards along with the submission of evidences of equivalence.

8. The form and manner of submitting the evidence on compliance with the requirements for participation in public procurement

Evidence on fulfilment of the requirements for participation in the public procurement and other evidence required by the tender documentation may be submitted in the original, certified copy, an uncertified copy or in electronic form.

A bidder whose bid was selected as the most favourable one is obliged to deliver the original or a certified copy of evidence of eligibility for participation in the procurement procedure before concluding a public procurement contract.

If a bidder whose bid was selected as the most favourable one does not submit the originals or certified copies of the evidences, its bid will be considered as defective.

In the case of the appeal proceedings, a bidder whose evidence of credibility is being disputed, is obliged to provide original or certified copy of the disputed evidence, and if it does not submit the original or a certified copy of the disputed evidence, its bid will be considered as defective.

A Bidder may submit evidence of quality (certificates, licenses or other evidences of fulfilment the quality requirements) issued by the authorized bodies of the member of the European Union or other countries, as equivalent to evidence in accordance with the law and the requirement of the contracting authority. A bidder may submit evidence of quality in a different form, if it provides evidence of the fact that there is no possibility or right to require such evidence.

Evidence prepared in a language other than the bid language shall be submitted in the language in which they were prepared and translated into the language of the bid by a certified court interpreter, except for the parts of the bid for which the tender documents provided that can be delivered in a language other than the language of the bid.

9. Evidence of the requirements fulfilled by the applicants of the joint bid

Each applicant of a joint bid must prove in a bid that it meets the necessary requirements: that it is registered by the authority responsible for the registration of business entities; it has duly fulfilled all the obligations arising from taxes and contributions in accordance with the law and regulations of the country of residence; that it or its legal representative has not been lawfully convicted of any of the criminal offenses of organized crime with elements of corruption, money laundering and fraud.

Mandatory requirement to have a permit, license, approval or other document for the performance of activities subject to public procurement must be met by the applicant of the joint bid, which pursuant to the joint venture agreement is appointed for the enforcement of the part of the public procurement subject for which the tender documents provided the obligation of submitting a license, approvals or other document.

Optional requirements envisaged in tender documentation in terms of economic - financial capacity and professional - technical competency shall be met by the joint bid applicants jointly and they may use the capacities of other applicants of the joint bid.

10. Fulfilling the requirements through subcontractor and other legal and natural person

The bidder may meet the requirements in respect of possession of a permit, license, approval or other document for the performance of activities subject to public procurement in terms of vocational-technical and personnel capabilities demonstrated through the subcontractors.

The bidder may prove its expert-technical and professional capacity by using the capacity of other legal and natural persons if those are placed at his disposal, in accordance with the law.

11. Means of financial security – guarantees

11.1 The method of delivery of the Bid Guarantee

If a bid guarantee contains a clause that it is valid if it is perforated, marked with a number and the seal, stamp or similar mark of the bidder it shall be assigned, delivered and bound with the red tape with the other bids documents. In this way, a bid guarantee shall be delivered and bound if there is as a separate document stating the mentioned clause by the guarantee issuer.

If a bid guarantee does not contain a clause that is valid if it is perforated, if a separate document containing such a clause is not provided, a bid guarantee shall be submitted in a two sided transparent plastic foil closed on each side so that a bid guarantee cannot be subsequently inserted, removed or replaced. Closing of the plastic foil can be made with the red tape binding the bid as a whole in a way that the plastic foil shall be perforated around the circumference of each side with at least two perforations through which the red tape will be put thus binding the bid, so that the bid guarantee may not be subsequently inserted, removed or replaced, without its visible damaging, or the red tape closing the plastic foil and binding bid. If a bid guarantee consists of several sheets, each sheet of a guarantee shall be submitted in the above-described manner.

The bid guarantee shall be submitted in a manner described under item 3 of this instruction (*manner of preparation of a bid by lots*).

11.2 Common conditions for the bid guarantee and the means of the financial security of a public procurement contract

Bid guarantee and the means of financial security of a public procurement contract may be issued by a bank or other organization that is by law or under the law authorized for the provision of guarantees.

The bid guarantee and the financial means of securing the public procurement of the contract must specify the number and date of the tender documentation relevant to the offer, the amount on which the guarantee is given, and the clause that it is unconditional and payable on the first call of the contracting authority after the occurrence of reasons to which it relates.

In case the bid is submitted for multiple lots, the bidder may submit in the bid a guarantee for all lots for which it submitted an offer, indicating the lots to which it relates and the amount of guarantee for each lot or to submit for each lot a separate bid guarantee.

12. Manner of expressing Bid Price

A bidder shall submit a bid with price in Euros and with separately expressed VAT, in accordance with the requirements of the “Financial part of the Bid” making an integral part of the tender documents.

The offered price shall include all expenses and discounts to the total offered price with separately expressed VAT, in accordance with the Law.

A bid price shall be written in figures.

A bid price shall be expressed for the whole subject matter of procurement or, when the subject of procurement is divided into lots, for each individual lot of public procurement for which the bid is submitted, a special Financial part of the bid shall be submitted.

If the most favourable bid price is at least 30% lower than the average offered price of all acceptable bids, the contracting authority shall request an explanation from the bidders prepared in accordance with the Law on Public Procurement (Official Gazette of Montenegro, No. 42/11, 57/14, 28/15 and 42/17).

13. Alternative Bid

If the contracting authority has predicted the possibility of submitting an alternative bid, the bidder may submit only one bid: an alternative or as required by the contracting authority in the technical characteristics or specifications of the subject of the public procurement, i.e. the Bill of Quantities, given in the tender documentation.

14. Draft Public Procurement Contract

The bidder shall submit a Draft Public Procurement Contract signed by an authorized person at the place where it is indicated to confirm its agreement with the draft contract and, if the signing of a framework agreement is envisaged, the bidder shall also submit a draft framework agreement signed by an authorized person at the place where it is indicated to confirm its agreement with the draft framework agreement.

15. Appropriateness of time limits of submission of the bid

The bid is duly submitted if it is delivered to the contracting authority prior to the deadline set for the submission of bids specified in the Tender documentation.

16. The validity period of the bids

The validity period of the bid may not be shorter than the period defined in the Invitation.

Upon the expiration of the bid validity, the contracting authority may require from the bidder, in writing, to extend the bid validity for a period until the specified date. If the bidder rejects the request for extension of the bid validity, it shall be deemed to have withdrawn the bid. The bidder who accepts the request for the extension of the bid cannot change its bid.

17. Clarification of tender documents

The interested party has the right to require the clarification of the tender documentation within 22 days¹⁴, from the date of publication i.e. submission of the tender documents.

The request for clarification of the tender documentation shall be submitted in writing (mail, fax, e-mail ...) to the address of the contracting authority

Clarification of tender documents is an integral part of the tender documentation.

The contracting authority shall deliver the clarification of tender documents to the applicant and publish it on the Public Procurement Portal, within three days of receipt of the request.

¹⁴In accordance with the Article 56 paragraph 2 of the Law on Public Procurement

II MANNER OF PREPARATION AND SUBMISSION OF A BID IN ELECTRONIC FORM

For the purposes of participation in the public procurement procedure, a bidder shall prepare and submit a bid in compliance with these Tender documents.

A bid in electronic form shall be prepared and submitted in compliance with the regulations governing electronic communication and electronic signature.

III AMENDMENTS TO THE BID AND WITHDRAWAL OF BID

A bidder may, prior the deadline for the submission of bids, change or supplement the bid or withdraw it in the manner provided for the preparation and submission of bids, in which it shall clearly indicate which part of the bid is amended or supplemented.

**POWER OF REPRESENTATION AND PARTICIPATION IN THE BIDS
OPENING PROCEDURE**

(Name and surname and ID card number or other identification document) is hereby authorized to attend, on behalf of *(name of the bidder)* as a bidder, the public opening of bids per tender documentation of (the name of the contracting authority) No. ____ dated _____ year, for the purchase of *(description of the subject of procurement)* and to represent the interests of the bidder in the public opening of bids.

Authorized person of the Bidder

(Name, surname and position)

(handwritten signature)

S.P.

Note: The power shall be submitted to the Commission for opening and evaluation of bids of the Contracting Authority immediately prior to the public opening of bids.

INSTRUCTION ON THE LEGAL REMEDY

Any interested party (a person who has requested timely a clarification of the tender documents, a person who proves in the appeal or make it probable that due to the challenged act or acts the contracting authority it suffered or could suffer a damage as a bidder in the public procurement procedure) may appeal against the tender documents to the State Commission for Control of the Public Procurement Procedures from the date of publication of tender documents to the day set for the opening of bids.

The appeal shall be lodged through the Contracting authority directly, by registered mail with delivery note or electronically with advanced electronic signature, provided that tender documentation of this procedure envisages submission of bids electronically. An appeal that has not been filed in the foreseen manner will be rejected as not acceptable one.

With the appeal, evidence shall be submitted that the fee was paid to conduct the proceedings on the appeal in the amount of 1% of the estimated value of public procurement, and not exceeding €20,000.00 to the account of the State Commission for Control of Public Procurement Procedures number 530-20240-15 held with NLB Montenegro banka AD.

If the subject of procurement is divided in lots, and the appeal relates only to the specific lot(s), the fee shall be paid in the amount of 1% of the estimated value of public procurement of these lot(s).

Instructions for the payment by the interested parties from abroad are available on the website of the State Commission for Control of Public Procurement Procedures <http://www.kontrola-nabavki.me/>.