

# TENDER DOSSIER

## “FOR SUPPLY”

*Medium or high value*

Date of the tender preparation 10.09.2009

Procurement number <sup>1</sup>	320	09	049	111
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**Title:** Supply with IT equipment; Computer, Monitor, UPS, Laptop Printer

**Contract classification:** High value

### THIS TENDER CONTAINS THREE PARTS:

- **Part A:** Information on the tenderer and on the tender preparation;
- **Part C:** Tender form meaning all documents that should be delivered by the tenderers.

*Based on article 27 of the Kosovo Law on Public Procurement no..02/L-99, amended with the regulation no2007/20*

**This tender dossier has been prepared in Albanian, Serbian, and English.**

[In case of any discrepancies between different versions of the document, the document written in English language will prevail]

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<sup>1</sup> Each document or requirement should specify the type of procurement activity

**STANDARD DOSSIER OF THE TENDER FOR SERVICES ON OPEN /LIMITED/NEGOTIATED PROCEDURE WITH (WITHOUT) PUBLICATION OF THE ANNOUCMENT OF THE CONTRACT, ON HIGH OR MEDIUM VALUE]**

**RESPONSE TO THE REQUEST FOR TENDER DOSSIER <sup>2</sup>**

10.09.2009

Central Election Commission Secretariat

rr.Agim Ramadani , at the KIPA building, Pristina

Our Ref. .: 320/09/044/121

Your Ref.: <specify the reference letter or email delivered by interested party >

Honored [Mr/Ms <Name of contact person>

**SUBJECT: OFFER TO TENDER FOR; Supply with IT equipment;  
Computer,Monitor,UPS,Laptop&Printer  
Procurement No. 320/09/049/111**

Thank you for your interest in the above mentioned procurement activity.

Based on your request, please find attached documents that are included in the tender dossier.

I expect that you examine carefully all sections of this tender dossier and its annexes and that you act accordingly and in compliance with all conditions and specifications included.

We as a Contracting authority will not accept any modification.

None of the expenses made while preparing the tender will not be reimbursed.

We welcome your application that should be prepared as explained in part A, article IV and especially in paragraph IV.4) of this tender dossier at the specified address in paragraph 1.2) of the tender dossier, on the <specified date and hour, as it was mentioned in the contract and in the tender dossier >.

If you need further information or explanation to prepare and deliver the tender, please continue as described in paragraph IV.1 of the tender dossier.

If you decided not to deliver your tender, we would be grateful if you could notify us in written, by stating the reasons for your decision.

Sincerely,

Name and surname: \_\_\_\_\_

Signature: \_\_\_\_\_

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<sup>2</sup> At the limited and negotiated procedure the contracting authority is obliged to send the tender dossier together with the invitation to tender to all economic operators that were qualified after first stage of the procedure.

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## **PART A: INFORMATION ON THE TENDERER**

This whole tender dossier will be referred as an “economic operator” or tenderer.

The issuing authority of this dossier will be referred as a “contracting authority” .

Legal basis for this (open) (limited) (negotiated) procedure is the Kosovo Law on Public Procurement, No. 02/L-99 that has been amended with the Regulation No. 2007/20 and was enforced on 6th of June 2007 ( further on referred as “the Law”).

Contracting authority considers that the most appropriate procedure to be used is the “limited” procedure (the procedure which will be negotiated after the publication of the announcement) which is authorized by the existing law, as explained in the ANEX 10 on selection criteria.

Economic operators that will want to deliver the tender, as well as the contracting authority, should respect all requirements that derive from this law and other regulations on public procurement issued in accordance with the law.

Economic operators can prepare and deliver their tender and other appropriate documents in Albanian, Serbian, or English language.

It is expected that all economic operators that will apply for the tender, to examine carefully all sections of this tender dossier and its annexes, and agree with all requirements, specifications and conditions included.

No modification will be accepted by the contracting authority.

The tender which contains all the requested information and has all requested documentation attached, but has not been delivered to the contracting authority on the deadline set on paragraph IV.2 of this tender dossier, will be refused and considered as an “unreliable” tender.

All costs associated with the preparation and delivery of the tender will be covered by the tenderer, and the contracting authority will have no obligation if the procedure will be discontinued.

When delivering the tender, the tenderer agrees with all general and specific criteria that regulate this contract as the only reference for this tendering procedure, disregarding their own specific criteria, which should not be taken into consideration in this case.

## ARTICLE I.

## CONTRACTING AUTHORITY

### I.1) OFFICIAL NAME AND ADDRESS OF THE CONTRACTING AUTHORITY

Official name: Central Election Commission Secretariat	
Address of the Contracting Authority: rr.Agim Ramadani , ne ndertesën e IKAP-it	
City: Prishtinë	Postal code 10000
Electronic address:	
Contact person: Nexhmi Haxhiu procurement officer	E-mail: nexhmi.haxhiu@kqz-ks.org
Telephone: 038/551-795	Fax: N/A

(Tenders should be delivered to the contracting authority at the address specified above.)

## ARTICLE II. CONTRACT

### II.1) CONTRACT TITLE

Supply with IT equipment;  
Computer, Monitor, UPS, Laptops & Printers

### II.2) DESCRIPTION OF THE CONTRACT -SUPPLY

#### II.2.1) Classification of the general Public Procurement (PPD): 300000-09

#### II.2.2) Deadlines, conditions, scope of work, level, amount (as needed).

The subject of the contract is [completion], [delivery], [installation], [maintenance], and [services after sale] of the following services as described below:  
[General description of the services] [Specification of the objectives]

#### II.2.3) [Every option of additional purchase – deadlines and material conditions, scope of work, and amount – as needed:]

--

#### II.2.4) The of the contract is made of : <specify the number >of section/s

[If the contract is not divided into different sections:]

[This contract is not divided into different sections. Tenders should be delivered on the full amount as referred in the Paragraph 2.1.]

[If the of the contract is divided into sections then please refer to the table below or to ANEX 2 to describe each of the sections]:

Part	Description	Scope of work	Amount
1			
2			

#### [The tenderer can deliver the tender on one, several or all sections].

Each section can lead to delivery of a special contract. Amounts given for different sections should not be separated. The tenderer should specify the total amount of each specific amount given. If the tenderer will be contracted for implementing more than one section of the contract, a single contract can be signed which will cover all the sections.

The tenderer should include in tender information on the discount it would offer in case he is granted with the contract on one of the sections or all sections on which the tender was delivered. The discount should specify clearly for each section, so that it can be announced during the public meeting when opening the tender].

Contract will be provided also for sections of implementation, but the contracting authority can select the most favorable offer after taking into consideration all the discounts offered.

### **II.2.5) Obligatory technical specifications**

The services should be in full compliance with technical specifications presented at the tender dossier (see Annex 3) and in compliance with all aspects and conditions, drawings and other instructions.

[The delivery of services is limited to a specific profession <specify here > ]

**Each specification that is not in compliance can disqualify the tender [on specific section]**

### **II.2.6) Variations are [not] accepted**

Tenderers [are/are not] authorized to deliver a tender that proposes any service that is in full compliance with a version of the described technical specifications in II.2.5).

[If variations are accepted:]

[Minimal specifications that should be respected in a variation are: *[give details of the minimum requirements that should be met from each version/variation or refer to annex 4 as needed]*].

### **II.2.7) Type of contract**

[very general / unit price / mixed].

[Legal entities should provide the names and qualifications of the staff that will be responsible for delivery of services]

## **II.3) CONDITIONS AND REQUIREMENTS OF DELIVERY**

### **II.3.1 Place[s] for service delivery:**

--

### **II.3.2 Delivery condition[s] :**

DDP (Payment of customs taxes before delivery) [every other related information if necessary ]
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### **II.3. Deadlines for initiation and/or finalization] of the contract**

Deadline for initiating and or/ finalization, if it is different for specific parts please specify clearly for which part and/or refer to annex <No>]
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### **II.4) [OTHER CONTRACT REQUIREMENTS:]**

[if needed] [or/and to be referred to the Draft contract in part B of this tender dossier ]

## **ARTICLE III REQUIREMENTS THAT SHOULD BE MET FROM THE ECONOMIC OPERATORS**

Economic operators should be in compliance with all requirements as following. Each failure to meet any of these requirements will eliminate their tender from competition.

***At all cases, when you deliver your tender, it should be considered that you have already accepted the possibility that you will be a subject to penal or civil sanctions, punishments and fines, in case you deliver any documentation, declaration or report that is not correct or is deceiving, with intention or from negligence.***

### **III.1) SELECTION CRITERIA**

#### **III.1.1) Requirements for compliance (based on the article 61 of the law):**

##### **1. Economic operator is not eligible to participate in any of the procurement activities or during execution of a public contract, if an employ, executive staff, manager or director of that tenderer has:**

- a. Participated during preparation of the tender dossier or contract, or in preparation in any of its parts, which is used by the appropriate contracting authority; or
- b. Has received support in preparation of the tender or application for participation in the tender, from a person or organization that has taken part in preparation of the tender contract or dossier or any of the sections of these two documents.

##### **2. Economic operator is not eligible to participate in any of the procurement activities or during execution of a public contract, if such economic operator, or an executive staff or its direct, during the period of last ten years:**

- a. **Has been determined guilty by any competent court** on execution of any penal act, including acts related to corruption practices, money laundry, bribe, blackmail or any other activity similar to those described in article 117.1 of the law no. 02/L-99, regulation 2007/20, in any state, or according to any international agreement;
- b. **Has been determined as inappropriate**, because of the above mentioned actions, by any bank, institution or organization that offers funds for general development, public investment or reconstruction;
- c. **Has been determined guilty by any competent court** on serious violation by being a part of any criminal acts of an organization, an organization that is in a way a structured authority that over a specific period of time, tends to make profit through organized activities that are considered as criminal or unlawful acts;
- d. **Has been determined guilty by any competent court** on execution of an act of fraud or similar activity to fraud;
- e. **Has been determined as unprofessional by any competent court** administrative agency or any other organization responsible for enforcement of codes of conduct; or
- f. Has been determined by the PPRC on the basis of substantial evidence, to have engaged in serious professional misconduct or made serious misrepresentations in documents submitted in connection with a procurement proceeding or activity governed by public law in Kosovo or elsewhere.

##### **3. An economic operator shall not be eligible to participate in a procurement activity or in the performance of any public contract if such economic operator:**

- a. has, in the past two years, been adjudged to be bankrupt or insolvent by a court of competent jurisdiction: (i) on the declaration of bankrupt (ii) an order, obligation or administrative requirement from the court or (iii) other similar procedure based on Kosovo law or other jurisdiction;
- b. is being wound up or administered, or its affairs are being wound up or administered, by a court of competent jurisdiction;
- c. currently has in place an agreement or arrangement with its creditors providing for extended or reduced terms of payment if such terms were agreed to by such creditors because the economic operator had previously been unable to satisfy its obligations as they came due;
- d. is in any situation analogous to a, b or c above arising from a similar procedure under the laws of its place of establishment or of a place where it conducts business;
- e. is currently the subject of a judicial or administrative order suspending or reducing payments by or to such economic operator and resulting in the total or partial loss of the economic operator's right to administer and/or dispose of its property;
- f. is currently the subject of legal or administrative proceedings that may result in a judicial or administrative order suspending or reducing payments by or to such economic operator if such proceedings may also result in the economic operator being adjudged bankrupt or insolvent;
- g. has, in the past three years, been adjudged by a court of competent jurisdiction to have seriously breached a contract with any public entity, public authority or public undertaking in Kosovo or elsewhere;
- h. is currently delinquent in the payment of any social security contributions in Kosovo or the economic operator's country of establishment;

- i. is currently delinquent in the payment of taxes in Kosovo or the economic operator's country of establishment;
- j. has not yet complied with an order issued by the PPRC or a review panel.
- k) has a business opened in Kosovo but there is no valid registration certificate issued by Kosovo Register of business organizations and product names.

**In order to testify that the economic operator has the right to participate in the procurement procedure, the economic operator should provide the following documents:**

- a. on the situation referred in point 1 a) and b) in the written and signed declaration from the tenderer at the attached form (Annex 5) .
- b. on the situation referred in point 2 a), c), d) and e) and point 3 a), b) and d), and evidence from the competent court administrative authority of the country where the tenderer was established.
- c. On the situation which refers to point 3 h) and k) issued evidence from the competent authority or public operator that proves that such a situation doesn't exist. Evidence related to point h) and k) can be requested from the candidate or the tenderer whose contracting authority aims to give them the contract. These documents should be presented from the candidate or tenderer before the contract is awarded
- d. On situations referred at point 3 h) and i) a certificate issued by competent authority or economic operators that give evidence that such a situation doesn't exist.
- e. In relation to the dispositions set by Article 61 of the Law in the case where issuing of documents and certificates that are referred above is impossible for objective reasons, or when documents don't cover all cases for which the evidence was given, a declaration in oath from the tenderer can be accepted as satisfactory evidence.

***In case a tender is submitted by a group of economic operators, all members of such group shall meet the eligibility requirements and provide evidence of their eligibility according to this Section III.1.1 as well as other evidence in accordance with Section III.1.2-III.1.4***

### **III.1.2) Professional suitability requirements** (according to Section 62 of the Law):

In order to give evidence that the economic operator is professionally suitable, the economic operator should deliver the following documents:

- a. Registration as economic operator in professional, commercial and/or corporate register in your country of establishment.
- b. [if an object of procurement activity is a public contract that includes delivery of professional services, and these services are of the kind that can be insured only by one tenderer [who is licensed or authorized by a public authority or by a member of a specific organization] then a copy of the certificate should be presented, signed by the tenderer or other competent administrative organ responsible for testing the professionalism or licenses.

### **III.1.3) [Economic and financial standing requirements** (according to Section 63 of the Law, *if applicable*):]

#### **1. Requirement(s) to each group member in case the tenderer is a group of economic operators**

**[write down the requirements ]:**

**[The following documentary evidence of your economic and financial standing is required:]**

- a. [[Appropriate statements] from [*specify number*] first class bank(s)]

- b. Evidence of a relevant policy of insurance issued by a reputable licensed insurance company]
- c. Certified copies of balance sheets or extracts from balance sheets for the last [*specify number, maximum 3*] financial years (if publication of such balance sheets is required under the law of your country of establishment)]
- d. [[Copies of income statements and management reports for the last [*specify number, maximum 3*] financial years certified by a reputable licensed auditing firm]
- e. [Other references [*specify*]]

**III.1.4) [Technical and/or professional capability requirements** (according to Section 64 of Law No. 02/L-99, enforced by the regulation 2007/20 , *if applicable*):]

**[Requirement(s):**

**[The following documentary evidence of your technical and/or professional capability is required:]**

Has been proved that the economic operator has met the requirements concerning technical skills and/or economic operator should deliver the following documents:

**[please chose one or more from the following ]**

- a. [Educational and professional qualifications of the managerial staff of the economic operator and in particular with those of the people who are directly responsible for ensuring the required services;];
- b. [A list of your relevant principal deliveries effected in the past 3 years, specifying:
  - the products involved,
  - contract amount, and
  - date and recipient

Evidence of such delivery shall be:

- (i) where the delivery was made to a public authority in Kosovo or elsewhere, a copy of the relevant certificate(s) issued or countersigned by such public authority,
- (ii) where the delivery was made to a private purchaser, a copy of any document executed by the purchaser and evidencing such delivery.]
- c. [Description of your technical facilities, quality assurance measures, and research and development facilities]
- d. [Indication of the technicians or technical bodies involved, whether or not belonging directly to the economic operator, especially those responsible for quality control]
- e. [Product samples, descriptions, graphic representations and/or photographs of the products to be supplied]
- f. [Certification of the authenticity and representative quality of such samples, descriptions, graphic representations and/or photographs]
- g. [Certificates drawn up by official quality control institutes or agencies of recognized competence attesting the conformity of products clearly identified by references to specifications or standards]
- h. [Other appropriate and relevant information (*specify*)]

***If an economic operator desires any provided information relating to this Section III.1.3 and III.1.4 to be classified and treated by the contracting authority as confidential business information, a written request must be submitted by using the form in 0***

**III.1.5) [Inspection of technical and/or professional capacities (*if applicable*)]**

[The contracting authority may want, at its own expenses, to carry out an inspection with your company for the purpose of verifying production capacity, quality assurance measures and/or research and development facilities]

## III.2) TENDER SECURITY REQUIREMENTS

### III.2.1) [Tender security required of all tenderers]

[You have to post a tender security of an amount of 1000 Euros (one thousand Euros) for a validity period of **60 days**. (*The specified duration shall correspond to the tender validity period stated in SECTION IV.5 plus 30 days.*)

**Contracting authority will refuse to evaluate a tender accepted by the tenderer, if the required tender security sum was not deposited.**

**Tender security sum should be deposited in one of the following forms as described below:**

**The execution security amount should be deposited in one of the following methods as described below:**

With cash or other equivalents, with bank transfer in which case the execution security should be deposited in bank>name of the bank<, code, >bank code<, >account number<[ please outline details for the special bank account, as decided by the contracting authority, on a licensed bank in Kosovo, based on article 55.6 of the law.

In the format of:

[a certified check from a first class bank;]

[Payable after the request and issued by an insurance company with credit letter opened and confirmed by a first class bank)

[Unlimited bank guarantee, issued by a first class bank]

**The following definitions are used**

- (i) "first class" bank means the bank which is at least in level "A" for a longer period based on the assessment of one or more leading evaluation agencies, or if it is the case of a Kosovar bank, it should be a bank which has been licensed by Kosovo Central Bank Authority.
- (ii) A "well-known" insurance company implies a company at least at level "A" based on one or more leading evaluation agencies, or if it is the case about a Kosovo insurance company, it should have been licensed by a Kosovo Central Bank Authority.

**Other requirements concerning the tender security based on the Article 55.4 of the Law;**

The standard guarantee declaration form has been specified in the annex 7 of this tender dossier.

**[[Events that will cause tender security to be forfeited:]**

**[Tender security posted by a tenderer shall be forfeited in the event:**

- a. the contracting authority determines, on the basis of objectively verifiable evidence, that such tenderer has provided materially false or misleading information to the contracting authority;
- b. such tenderer withdraws its tender after the deadline for the submission of tenders but prior to the expiration of the tender validity period specified in SECTION IV.5 of this tender dossier;
- c. such tenderer is awarded the concerned contract on the basis of its tender and the tenderer then refuses or fails:
  - (ii) to post any required performance security specified in this tender dossier;

- (iii) to comply with any other condition precedent to the signing of the concerned contract as specified in this tender dossier; or
- (iv) to conclude the contract that conforms to the terms and conditions specified in this tender dossier.]

### III.3 REQUIREMENTS FOR EXECUTION SECURITY

#### III.3.1) [ Execution security that is requested by the winner of the tender ]

[In case you have been awarded with the contract, before you sign the contract you should deposit an execution security of:

[Amount in percentage of the total tender amount:

10 %

Of the total contract amount

[or]

Amount in value of:

€

For a period of:

***In cases where the execution security has been requested, than it should be sent in timely manner in accordance with paragraph III.3.1, which is a precondition for signing and enforcement of the contract.***

The form and declaration of the tenderer has been specified in ANEX 7 of this tender dossier]

#### The execution security amount should be deposited in one of the following methods as described below:

With cash or other equivalents, with bank transfer in which case the execution security should be deposited in bank>name of the bank<, code, >bank code<, >account number<[ please outline details for the special bank account, as decided by the contracting authority, on a licensed bank in Kosovo, based on article 60.7 of the law.

In the format of:

[a certified check from a first class bank;]

[Payable after the request and issued by an insurance company with credit letter opened and confirmed by a first class bank)

[Unlimited bank guarantee, issued by a first class bank]

#### The following definitions are used

- (i) "first class" bank means the bank which is at least in level "A" for a longer period based on the assessment of one or more leading evaluation agencies , or if it is the case of a Kosovar bank, it should be a bank which has been licensed by Kosovo Central Bank Authority.
- (ii) A "well-known" insurance company implies a company at least at level "A" based on one or more leading evaluation agencies, or if it is the case about a Kosovo insurance company, it should have been licensed by a Kosovo Central Bank Authority.

#### Requests and/or other conditions in relation to the security of execution, confiscation and its return, based on 60.5 of the law:

**[Confiscation of the security execution:]**

[The amount of the security execution deposited by the winner of the tender will be confiscated in case:

- a. The signed contract has been breached, which will cause material loss of contracting authority and/or will request from the contracting authority to overtake material expenses for cancellation of the contract;
- b. If the signed contract has been breached and a lot of staff, subcontractors and/or suppliers will remain unpaid; and
- c. The Contracting authority, in accordance with article 59 of the law, has enough reasons to believe that the economic operator has delivered a tender that cannot be implemented.

In case that none of the following situations that would cause confiscation of the security execution, the contracting authority will return the funds or deposited documents in form of the security execution, in accordance with the contract criteria.

**TENDER REQUIREMENTS**

**ARTICLE IV ADDITIONAL INFORMATION**

In opened and limited procedure:

**[NO NEGOTIATIONS ARE ALLOWED BETWEEN THE CONTRACTING AUTHORITY AND THE TENDERER RELATED TO ANY MATERIAL ASPECT OF THE TENDER, SUCH AS MONEY, NEITHER BEFORE OR AFTER DELIVERY OF THE TENDER.]**

**IV.1) TIME LIMIT FOR REQUEST OF ADDITIONAL OR CLARIFYING INFORMATION**

You may make a written request to the contracting authority for additional or clarifying information which you believe is needed to prepare or submit a responsive tender. Such request must be received by the contracting authority, according to Section 51.1 of Law No. 02/L-99, enforced by the regulation 2007/20 , at the latest on:

:

Date:

**22.09.2009**

Such a request may be made by use of the request form (please see 0) and submitted to the contracting authority by electronic means, letter or fax.

Any clarification of the tender dossier will be communicated simultaneously in writing to all the tenderers.

Any prospective tenderers seeking to arrange individual meetings with the contracting authority during the tender period may be excluded from the tender procedure.

**IV.2) TIME LIMIT AND PLACE FOR SUBMISSION OF TENDERS**

Tenders shall be received by the contracting authority at the latest:

Date: 29.09.2009

Time: 10.00

Place:

Sekretariati KQZ-së,  
rr.Agim Ramadani ,  
ndertesën e IKAP-  
it,Prishtinë

[An accelerated procedure for this tender is applied <state why>]

**Any tender submitted after the deadline for submission of tenders as stated above in this SECTION IV.2, will immediately be returned, unopened, to the tenderer**

Tenderers should not make any changes to the tender.

You are [not] authorized to withdraw your tender before the final date of delivery, and deliver another tender before the final deadline for tender delivery.

[Tender withdrawal during this period will result with confiscation of the tender security.]

### IV.3) CURRENCY - PRICE CALCULATION

All prices specified in tenders shall be stated in Euro (€) and shall include and specify all applicable taxes, duties and other charges.

The tender prices for the offered goods are fixed and not subject to revision.

### IV.4) TENDER FORM. NUMBER OF EXEMPLARS OF TENDERS. LIST OF REQUIRED DOCUMENTS

Tenders must include the filled in **Tender submission form** to be found in **part C** of this tender dossier The filled in and signed tender submission form together with the other required documents, duly filled in and signed, constitutes **the tender**.

**A list of the required documents is included in paragraph Error! Reference source not found. of the Tender submission form to be found in part C of this tender dossier. All required documents must be provided, duly filled in and signed when required, in order to constitute a valid tender.**

Tenders must comply with the following conditions:

All tenders must be submitted in one original, placed in one separate envelope marked "Original", and 2 copies signed in the same way as the original and placed each one in separate envelopes marked "Copy". The tenderer shall quote the Procurement Number (see first page of this tender dossier) and name and address of the tenderer on the front page of each one of the envelopes. The envelopes shall then be sealed in an outer envelope bearing only:

- the address of the place for submission of tenders (specified in Sections I.2 and IV.2);
- the Procurement Number (see first page of this tender dossier)
- the words "Do not open before 29.09.2009 at 10.30"
- the name of the tenderer.

[Any other specifications regarding the submission of tenders (specify):]

**One of the submitted copies will be kept unopened by the contracting authority as evidence in case of doubt regarding the content of the tender.**

### IV.5) TENDER VALIDITY PERIOD

Tenders shall be valid for 60 day's calendar days from the deadline stated in SECTION IV.2 of this tender dossier for submission of tenders.

As stated in SECTION 0 of this tender dossier, a tenderer may not withdraw its tender after the deadline for submission of tenders and prior to the expiration of the tender validity period.

In case that a successful selection is not done during the validity period of the tender, than after the deadline of tender validity has passed, the contracting authority will make a written request to all tenderers for an extension of the period of tender validity up to a specific date. In case that there is no reply to the request, the tender will be rejected.

The period of validity of the tender security will start no later than on the last day of the deadline for delivering the tenders, as it was announced in paragraph IV. 2 of this tender dossier.

#### **IV.6) AGREEMENT ESTABLISHING A GROUP OF ECONOMIC OPERATORS**

If a tender is submitted by a group of economic operators, the group is required to nominate one of the members of the group as the contact economic operator, and submit with its tender a signed original of the agreement establishing the group.

All members of the group shall be jointly and severally liable to the contracting authority for the contents of the group's tender and, if the contract is awarded to such group, the performance of the contract.

[In case the contract is awarded to such group, the group will be required to assume the following legal form: [precise which form and/or refer to Annex <insert number> and explain why]]

#### **IV.7) SUBCONTRACTING**

Contracting authority can allow subcontracting for implementation of a part of the contract. Subcontracting cannot exceed 40% of the contract value. The tenderer should announce the selected subcontractor and present the subcontract that was reached for this purpose. Subcontractor should provide evidence specified in paragraph III.1.2 – III.1.4 of this tender dossier, that are needed for the execution of the contract.

#### **IV.7) TENDER VALIDITY PERIOD**

Tenders shall be valid for 15 calendar days from the deadline stated in SECTION IV.2 of this tender dossier for submission of tenders.

As stated in SECTION 0 of this tender dossier, a tenderer may not withdraw its tender after the deadline for submission of tenders and prior to the expiration of the tender validity period.

#### **IV.8) AGREEMENT ESTABLISHING A GROUP OF ECONOMIC OPERATORS**

If a tender is submitted by a group of economic operators, the group is required to nominate one of the members of the group as the contact economic operator, and submit with its tender a signed original of the agreement establishing the group.

All members of the group shall be jointly and severally liable to the contracting authority for the contents of the group's tender and, if the contract is awarded to such group, the performance of the contract.

[In case the contract is awarded to such group, the group will be required to assume the following legal form: [precise which form and/or refer to Annex <insert number> and explain why]]

#### **IV.9) TENDER OPENING MEETING**

Every tenderer have the right to have a representative present to observe the opening of tenders, which takes place:

Date: **29.09.2009**

Time: **10.30**

Place:

< Sekretariati KQZ-  
së,rr.Agim Ramadani ,  
ne ndertesën e IKAP-  
it,Prishtinë

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During the tender opening, the contracting authority will read out loud: (i) the name of the tenderer, (ii) the total tender price specified in the Tender submission form, and (iii) any offered discount to the tender price specified in the Tender submission form.

All this will be recorded in the minutes of the tender opening meeting, which shall be signed by the Procurement Officer and by all participants in the process of tender opening. Copies of such minutes shall immediately be distributed to all tenderers.

#### IV.10) [PRELIMINARY DATE OF CONTRACT AWARD] [IF KNOWN]

Date: 

<b>Refer publication notice</b>
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## SECTION II      CONTRACT                      AWARD                      CRITERIA. TENDER EVALUATION

### V.1) CONTRACT AWARD CRITERIA

The contract will be awarded to the economic operator having submitted

**X responsive tender with the lowest price**

[- the **most economically advantageous responsive** tender determined by the weighted sub-criteria described below:

The most appropriate and economically favorable tender, based on the set criteria mentioned below]

Declare all applied criteria in accordance with the applied criteria in accordance with article 50 of the law together with their evaluation:

[tender price]

[operation, maintenance and other maintenance expenses ]

[Date of delivery and implementation period ]

[Environment specific characteristics ]

[Offering and delivery of services after the sale and technical assistance]

[Conditions of all guarantee documents, and exemptions)

[Other legal requirements]

### V.2) EVALUATION

**Timely** received tenders will be examined, evaluated and compared according to the procedure established in the Public Procurement Rules.

A tender is considered to be **responsive** when it:

- a. complies in administrative terms with the formal requirements of this tender dossier; and
- b. complies in technical terms with the description, requirements and specifications established in SECTION II.2 of this tender dossier; and
- c. is submitted by an economic operator meeting the selection criteria established in SECTION III.1 of this tender dossier.

To “comply” in administrative and technical terms shall be understood as to satisfy administrative and technical requirements and specifications set forth in this tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which differ essentially from the terms and specifications of the tender dossier, affect the scope, quality or execution of the contract, limit the rights of the contracting authority or the tenderer's obligations under the contract, or distort competition for tenderers whose tenders do comply.

If a tender does not comply in administrative and/or technical terms 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.

[Where contracts include after-sales service and/or training, the technical compliance of such services shall also be evaluated].

If a tender is submitted by an economic operator **not** meeting the selection criteria established in SECTION III.1 of this tender dossier, the tender will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

To facilitate the examination, evaluation and comparison of tenders, the contracting authority may ask each tenderer individually for clarification of his/her tender,. The request for clarification and the response must be in writing only, but no change in price or any other material term or aspect of the tender may be sought, offered or permitted.

The contracting authority may correct a purely arithmetical error in a tender. Amounts corrected in this way will be binding on the tenderer. The tenderer will be informed in writing.

**Responsive** tenders will be evaluated and compared against the **contract award criteria** stated in SECTION V.1 of this tender dossier. The tenderer having submitted the highest ranked tender will be awarded the contract.

#### **V.2.1) CORRECTION OF ARITHMETIC MISTAKES**

Contracting authority can correct completely mistakes in the tender. Corrected mistakes in this way will be obligatory for the tenderer. The tenderer will be informed immediately for any of the corrections.

During the examination, assessment and comparison of the tenders, the mistakes in calculation of the price will be corrected by the contracting authority in the following manner:

- a. If there is incompatibility between the expressed amounts in figures and those in words, than the amounts expressed in words will prevail;
- b. In case there is incompatibility between the unit price and the overall value that comes if you multiply the unit price and amount and then the total summary of unit price should be corrected;
- c. In case that there is a mistake in a total sum, which is a summary of subtotals, than the subtotal will prevail, which will be evaluated as the correct one after calculating the unit price and the overall total is being corrected;
- d. The amounts corrected in this manner should be obligatory for the tenderer;
- e. In case the tenderer will not accept them then his tender will be refused.
- f. The price unit should not be corrected in any case. If the tenderer pretends that he has made a mistake on the price unit, then his tender will be refused.

**SECTION III [OTHER NECESSARY INFORMATION]:]**

**SECTION IV COMPLAINTS**

**VII.1) GENERAL INFORMATION**

Pursuant to Section 105.1 of Law No. 02/L-99, enforced by the regulation 2007/20 a complaint may be submitted by an interested party at any stage of any procurement activity and with respect to any act or omission of the concerned contracting authority that is alleged to be in violation of Law No. 02/L-99, enforced by the regulation 2007/20 or other acts.

A complaint may be filed in original with the Public Procurement Regulatory Commission, address:

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and, simultaneously, a copy of the complaint shall be dispatched, by the most rapid means possible, to the contracting authority. You can download the complaint form at the following web page [www.ks-gov/nt/krpp](http://www.ks-gov/nt/krpp)

The complaints procedure is established by the provisions of TITLE VIII of Law No. 02/L-99, enforced by the regulation 2007/20, Law on Public Procurement.

**VII.2) TIME LIMITS FOR SUBMISSION OF A COMPLAINT**

As long as the contract *has not* been awarded, there are no time limits applicable.

When the contract *has been* awarded, a complaint may be filed within eight (8) calendar days from the date on which the contract award notice has been dispatched to the concerned economic operators.

In case a complaint is filed after the award of the contract, the complaint may be rejected if:

- it concerns an alleged violation of No. 02/L-99, enforced by the regulation 2007/20 which took place 10 or more calendar days prior to the date of dispatch of the contract award notice;
- the alleged violation has come, or reasonably should have come to, the complainant's knowledge 8 or more calendar days prior to that date; and
- the review panel finds, that the complainant had sufficient time to prepare and file a complaint prior to the date of dispatch of the contract award notice.

**VII 3) BASIC CONTENTS OF A COMPLAINT**

A complaint shall contain:

- a. name, address and contact information of the complainant;
- b. name of the concerned contracting authority;
- c. a reasonably specific description of the concerned procurement activity;
- d. a copy of the concerned contract award notice or design contest results notice, if such has been issued or published;
- e. demonstration that the complainant qualifies as an "interested party" as defined under Section 4.1 of Law No. 02/L-99, enforced by the regulation 2007/20 ;
- f. a description of the factual circumstances constituting or giving rise to the alleged violation;
- g. a specification of the provision or provisions of No. 02/L-99, enforced by the regulation 2007/20 or the Public Procurement Rules that have allegedly been violated; and
- h. a description of how the alleged violation has caused, or threatens to cause, material damage to the complainant.

If one of the above requirements is missing, than the complaint will be returned to complete the necessary requirements. Issue of a complaint will automatically stop the procurement procedure.

Nevertheless, if this is requested by the contracting authority, the head of the procurement can revoke the annulment measure, after taking into consideration the possible

consequences with automatic annulment, consequences that can violate all interests including public interest, so the head will decide that the consequences are to bigger than the benefit of such measure to stop the process. The Head of the procurement will inform the organization who has issued the complain and the appropriate contracting authority on his/her decision.

**Deposit of the tender security:**

All those who will send a complaint should deposit within three (3) days after delivering the complaint. The amount of this deposit is equal with five percent (5%) of the public contract value, but not less than 1.000 Euros or not more than 5.000. Such amount can be deposited in cash as a certified credit check or through bank guarantee.

For more details in payment methods please contact (write down the name of the contact person)

**If the full amount of the tender security is not deposited within the specified deadline of three (3) working days, than the complaint will be rejected and the organization issuing the complaint will not be allowed to make any other complaint that addresses similar issues which were addressed in the first complaint.**

**Confiscation of the security complaint:**

The procurement review authority will confiscate the deposit from the organization who delivered the complaint, in case that it is confirmed by the review board that all stated information is false or deceiving.

If the review board will decide that your statements were false, than the review board can decide to ask you to pay a fine of 5.000 €. In case you have received a fine you will be declared “inappropriate” for participation on any procurement activity that is foreseen by the law if :

- (i) the fine is not paid completely or
- (ii) if a competent court will annul the decision of the review board for payment of the appropriate fine.

**(iii) Return of the amount paid for complaint:**

The procurement review board will immediately return the amount given to the authority that raised the complaint if:

- a) The complaint was refused due to the lack of unclear deadlines, given in paragraph VII.2 and VII.3 of this tender dossier.
- b) Review board will declare that one of the statements in the complaint is not false;

**VII.3) REVIEW OF THE COMPLAINT AND DECISION**

Contracting authority in accordance with the article 110.1 of the PPL, in a period of 12 days from depositing the complaint (which are calculated as following: 1 working day for review from the procurement review board plus 7 days for the expert that will conduct a written evaluation plus 4 days for the contracting authority to give information on its decision), must inform the depositor of the complaint, expert and the procurement review board on the decision that has been taken. If the complaint is accepted the contracting authority should take appropriate measures within 5 days from receiving the complaint.

If you don't agree with the decision above or you are not informed in time than you can send a written notification for the Procurement Review Panel within three (3) days, from the day when the decision was taken or after the deadline has passed, by identifying the issues that the organization that addressed the complaint decides to address them in front of the review panel.

You should answer to the requirements of the Procurement Review Board; otherwise you risk to be fined as per article 111 of the law on Public Procurement with the fine of 1000 Euro.

The review board is obliged to inform you on the decision. A copy of the decision should be published in the internet page of the Procurement Review Board. (www.....)

If you consider that the final decision of the Procurement Review board is in conflict with the facts of this law, than the depositor of the complaint is entitled to ask from the competent court to review the decision in accordance with applicable law on Administrative Procedure.

## SECTION V ATTACHMENTS:

To this tender dossier is attached <set number> Annexes which form an integral part of this tender dossier.

The Annexes are the following [state total list of used Annexes, numbered. Delete the not used Annexes]:

Annex No.	Contents	Reference to section of this tender dossier
[Obligatory] Error! Reference source not found.	Contract Notice	
Error! Reference source not found.	Division into lots	II.2.4)
Error! Reference source not found.	Mandatory technical specifications	Error! Reference source not found.
0	Minimum requirements to be met by a variant	Error! Reference source not found.
[Obligatory] Error! Reference source not found.	Eligibility requirements: Declaration under oath	Error! Reference source not found.
Error! Reference source not found.	Request for confidentiality	0 & 0
Error! Reference source not found.	Tender security requirements	Error! Reference source not found.
Error! Reference source not found.	Performance security requirements	0
[Obligatory] 0	Request for additional information	IV.1)
Error! Reference source not found.	Sub-criteria for contract award	SECTION II

[To remove a not used annex, proceed as follow:

- (1) press Ctrl + Click when cursor on the concerned Annex,
- (2) delete the Annex page(s) and the "Section Break" of the page,
- (3) go back to this table,
- (4) select the concerned row corresponding to this deleted Annex,
- (5) delete the row -(Table/Delete/Rows)]



## ANEX 1. ANNOUNCEMENT OF THE CONTRACT<sup>5</sup>

*Based on Article 38 of the Public Procurement Law -02/L-99 enforced by the regulation Nr. 2007/20*

Date of submission of Contract Notice to PP **10.09.2009**

	Media:	Date:
Publication of Contract Notice (compressed version):	koha ditore	11.09.2009
	zeri	11.09.2009

CONTRACT NOTICE: <**11.09.2009**

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<sup>5</sup>It doesn't apply to the negotiated procedures without publication of the contract announcement

## **ANEX 3. MANDATORY TECHNICAL SPECIFICATIONS**

*Based on Article 28 of the Public Procurement Law -02IL-99 enforced by the regulation Nr. 2007/20*

[[The technical specifications describe, in a non-discriminating manner, the mandatory characteristics of the object of the contract, such as: quality, quality assurance, performance, terminology, design requirements, symbols, dimensions, testing and test methods, safety, packaging, marking, labeling.

***Technical specifications shall be established in a manner that is both consistent with the purpose of the procurement and directed at providing the greatest possible access to all potentially interested economic operators.***

***A contracting authority is specifically prohibited from establishing a technical specification that favors or disfavors one or more economic operators.]***

***The Tenderer shall comply with all specifications stated in this list. Any requirement not fulfilled may eliminate the tender for the complete lot. Please check that your tender fulfils each of the technical specifications described above.***

## **ANEX 4 MINIMUM REQUIREMENTS TO BE MET BY A VARIANT**

*According to Section 29 of Law Nr.2003/17, Law on Public Procurement*

**The minimum specifications to be respected by a variant [and any specific requirements for the presentation of a variant] are:**

**Specifications as set out in tender doccier to be met;  
Delivery must be on time**

## **ANEX 5. ELIGIBILITY REQUIREMENTS DECLARATION UNDER OATH**

According to article 10.3 of the PPL- 02/L-99, Nr.2007/20

I, the undersigned, representing: [*the submitting economic operator*] declare under oath that this economic operator fulfils the eligibility requirements of the Law on Public Procurement in Kosovo, Law No. 02/L-99, enforced by the regulation 2007/20, Section 61, as cited here behind.

I acknowledge to have read these eligibility requirements and certify that this economic operator completely meets them.

I acknowledge the possibility of criminal and civil sanctions, penalties and damages if this economic operator intentionally or negligently submits any document, declaration or statement containing materially false or misleading information.

<b>Economic Operator Identification</b>	
<b>Company Name</b>	
<b>Full Address</b>	
<b>Represented by:</b>	
<b>Name</b>	
<b>Position</b>	
<b>Signature</b>	
<b>Date</b>	
<b>Stamp</b>	

## Eligibility Requirements

*(According to the Law on Public Procurement in Kosovo, Law No 2003/17, Section 61)*

1. An economic operator shall not be eligible to participate in a procurement activity or in the performance of any public contract if such economic operator, or any employee, executive, manager or director thereof:
  - participated in the preparation of the concerned contract notice or tender dossier, or any part thereof, being used by the concerned contracting authority; or
  - received assistance in preparation of its tender or requests to participate from a person or undertaking who or that participated in the preparation of the concerned contract notice or tender dossier, or any part thereof.
2. An economic operator shall not be eligible to participate in a procurement activity or in the performance of any public contract if such economic operator, or any executive, manager or director thereof, has, in the past ten years:
  - been determined by a court of competent jurisdiction to have committed a criminal or civil offence involving corrupt practices, money laundering, bribery, kickbacks or activities described, or similar to those described, in Section 117.1 of the public procurement law (see below) under the laws or regulations applicable in Kosovo or any country, or under international treaties or conventions;
  - been declared ineligible, by reason of conduct such as that described above, by any bank, institution or organization providing funds for general development, public investment or reconstruction;
  - been determined by a court of competent jurisdiction to have committed a serious offence by participating in the activities of a criminal organization, defined as a structured association established over a period of time and operating in a concerted manner to achieve financial gain through activities that are criminal or otherwise illegal where they take place; or
  - been determined by a court of competent jurisdiction to have committed an act of fraud or an act equivalent to fraud;
  - been determined to have engaged in unprofessional conduct by a court of competent jurisdiction, administrative agency or organization responsible for enforcing standards of professional conduct; or
  - been determined by the PPRC on the basis of substantial evidence, to have engaged in serious professional misconduct or made serious misrepresentations in documents submitted in connection with a procurement proceeding or activity governed by public law in Kosovo or elsewhere.
3. An economic operator shall not be eligible to participate in a procurement activity or in the performance of any public contract if such economic operator:
  - has, in the past two years, been adjudged to be bankrupt or insolvent by a court of competent jurisdiction;
  - is being wound up or administered, or its affairs are being wound up or administered, by a court of competent jurisdiction;
  - currently has in place an agreement or arrangement with its creditors providing for extended or reduced terms of payment if such terms were agreed to by such creditors because the economic operator had previously been unable to satisfy its obligations as they came due;
  - is in any situation analogous to a, b or c above arising from a similar procedure under the laws of its place of establishment or of a place where it conducts business;
  - is currently the subject of a judicial or administrative order suspending or reducing payments by or to such economic operator and resulting in the total or partial loss of the economic operator's right to administer and/or dispose of its property;
  - is currently the subject of legal or administrative proceedings that may result in a judicial or administrative order suspending or reducing payments by or to such economic operator if such proceedings may also result in the economic operator being adjudged bankrupt or insolvent;
  - has, in the past three years, been adjudged by a court of competent jurisdiction to have seriously breached a contract with any public entity, public authority or public undertaking in Kosovo or elsewhere;
  - is currently delinquent in the payment of any social security contributions in Kosovo or the economic operator's country of establishment;
  - is currently delinquent in the payment of taxes in Kosovo or the economic operator's country of establishment; or
  - has not yet complied with an order issued by the PPRC or a review panel.

## Illicit Influence and Retribution and Confidential Agreements

*(Section 117.1 of Law No. 02/L-99, enforced by the regulation 2007/20, Law on Public Procurement in Kosovo)*

- 117.1 Without prejudice to and subject to the relevant criminal and other applicable law, it shall be a violation of the present law punishable and enforceable in accordance with the relevant applicable law for any persons:
- a) to provide, offer, solicit or accept or express or indicate a readiness to provide, offer, solicit or accept anything of value (including, but not limited to, money, an offer of employment, tangible or intangible property, a favour or service) for the direct or indirect benefit or enrichment of an employee, former employee, official or former official of a contracting authority, or any person or undertaking related to or associated with such an employee, former employee, official or former official wholly or partly for the purpose of influencing or attempting to influence a decision or action affecting or connected with the initiation, conduct or outcome of a procurement activity;

- b) to take any actions, or to express or indicate a readiness to take any of action , for the purpose of intimidating, coercing, harming or causing harm (physically, financially, or otherwise) to any person or undertaking, wholly or partly for the purpose of influencing, attempting to influence, or retaliating for a decision or action related to the initiation, implementation or outcome of a procurement activity;
- c) to solicit or enter into any agreement, arrangement or understanding with any other person or undertaking, if such agreement, arrangement or understanding has the purpose or effect of preventing, restricting or distorting competition for any public contract; or
- d) to facilitate or encourage any person or undertaking to engage in any conduct specified in item "a," "b" or c or other stated above.