



TENDER FILE

In accordance with Article 27 of Law no. 04 / L-042 on Public Procurement of the Republic of Kosovo, amended and supplemented by law no. 04 / L-237, law no. 05 / L-068 and law no. 05 / L-092

"PRICE QUOTATION PROCEDURE" SERVICE

Date when the Tender File was prepared: 21/02/2024

Procurement number: 01/2024-ODK

Title: Preparation of promotional videos and infographics according to projects implemented by Open Data Kosovo (ODK) - Period March 2024 - March 2025

THIS FILE CONSISTS OF THREE PARTS:

Part A:	Information for tenderers;
PART B:	Draft Contract which contains the contractual criteria to be fulfilled by the applicant which will be awarded the contract
Part C:	Quotation form

This tender file is prepared in Albanian and English.

CONTENT

Invitation for price quotation for: Preparation of promotional videos and infographics according to projects implemented by Open Data Kosovo (ODK) - Period March 2024 - March 2025

Prishtinë: 21.02.2024

Please find the attached documents that constitute the Tender File.

It is expected that you carefully examine all parts and sections of this tender file and its annexes and to comply with all requirements, specifications and terms contained herein.

Open Data Kosovo does not accept any changes.

In case of failure to submit the tender to the contracting authority within the specified deadline in the Tender File, and / or does not comply with all requirements set out in the tender file, your tender will be rejected and considered as " irresponsible tender ".

All costs related to the preparation and submission of the tender must be prepared by the tenderer (in this case economic operator), while the contracting authority will have no obligation in case the procedure is canceled.

This tendering procedure is regulated by the Law on Public Procurement (No. 04 / L-042 on Public Procurement of the Republic of Kosovo, amended and supplemented by Law No. 04 / L-237, Law No. 05 / L-068 and Law No. 05 / L-092) and procurement rules issued in accordance with it.

The PPL and Procurement Rules can be downloaded from the website of the Public Procurement Regulatory Commission (PPRC): www.krpp.rks-gov.net.

The price quotation must be submitted to the address specified in part A "Tendering Procedures" before **28.02.2024 at 12:00**.

Upon submission of the tender, the tenderer fully and unreservedly accepts the conditions governing this proposed contract as a single basis of this tendering procedure.

We welcome your Quotation.

If you decide not to submit the price quote, we would be grateful if you could let us know in writing, by stating the reasons for your decision.

TABLE OF CONTENTS

PART A: INFORMATION FOR TENDERERS	4
NENI I CONTRACTING AUTHORITY IDENTIFICATION	4
NENI II PURPOSE OF THE CONTRACT	4
NENI III REQUIREMENTS which must be met by the ECONOMIC OPERATORS	6
NENI IV ADDITIONAL INFORMATION	7
NENI V COMPLAINTS	8
PART B: PRICE QUOTATION SUBMISSION FORM	15
Section I. PRICE QUOTATION form	15
Section II. PRICE DESCRIPTION form	17
DRAFT CONTRACT:	

PART A: INFORMATION FOR TENDERERS

In this entire tender file, you will be referred to as the "Economic Operator" or the "Tenderer".

The issuer of this tender file is referred to as the "Contracting Authority" (hereafter referred to as CA).

You must quote **all items** specified in this Tender Dossier. You must offer the respective prices in amounts specified in **Euros (EUR)**, or **Dollars (USD)**, according to the items listed in the table in Annex 1, including all applicable taxes and duties as well as any other payment or tax of transport, insurance, installation, duties or other taxes.

The price quotation will be evaluated for all items together and the contract will be awarded to the economic operator who submitted the best tender in accordance with the contract award criteria set out in the Tender File.

ARTICLE I) IDENTIFICATION OF THE CONTRACTING AUTHORITY

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

Name of the CA:	Open Data Kosovo		
Address of the CA:	St. Ganimete Tërbeshi, 26A, Aktash, 10000 Pristina, Republic of Kosovo.		
Electronic address:	https://opendatakosovo.org/	Postal code of the CA	10 000
Contact person:	Open Data Kosovo	E-mail:	info@opendatakosovo.org
Telephone:	+383 (0)49 962 656	Fax:	n/a

(Price quotation must be submitted to the address of the contracting authority, as above.)

ARTICLE II) PURPOSE OF THE CONTRACT

II.1 Contract title: Preparation of promotional videos and infographics according to projects implemented by Open Data Kosovo (ODK) - Period March 2024 - March 2025

II.2 The purpose of this contract is the preparation and delivery of the following services by the economic operator: Open Data Kosovo (ODK) is implementing a number of projects during the period: March 2024 – March 2025. These projects are supported by ODK donors. The referred projects related to this contract are:

- Boost Good Governance 4.0
- Boost Good Governance 5.0
- Digi-Advance Kosovo: Promotion of digital transformation at the local level.

- Internews Kosovo - Cooperative Agreement Number 7200AA20CA00021

II.4 Mandatory technical specifications - the production of promotional and animated videos must be in full compliance with the technical specifications set out in the tender file Annex 1.

II.5 Place of delivery of services is done via e-mail at info@opendatakosovo.org.

II.6 Deadlines for starting and / or terminating the contract: a maximum of **10 calendar days after signing the contract**. The deadline for the delivery of the service should be no more than **10 calendar days** from the receipt of the Order Form from the Contract Manager.

ARTICLE III REQUIREMENTS which must be met by the ECONOMIC OPERATORS

Economic operators must meet all of the following requirements. Any non-compliance with the requirements will eliminate their tender from the competition.

III.1. SUITABILITY REQUIREMENTS

- The economic operator must meet the eligibility requirements in accordance with Law no. 04 / L-042 on Public Procurement of the Republic of Kosovo, amended and supplemented by law no. 04 / L-237, law no. 05 / L-068 and law no. 05 / L-092, Article 65.
- A document from the Tax Administration of Kosovo** which indicates that you are not in arrears for the payment of taxes at least in the last quarter before the date of publication of the Contract Notice.

Evidence of the required documents

- A written statement under Oath**, signed by the tenderer using the form set out in the tender file **Annex 2** (Original).
- Certificate from the Tax Administration** (copy). It must be submitted only by the winning tenderer, prior to the publication of the contract award. In case of the failure to submit this certificate, the tender will be rejected and the CA will continue with the tenderer listed in second place.

III.2 REQUIREMENTS OF PROFESSIONAL SUITABILITY

Request:

- Business registration certificate**, registration as a professional economic operator, commercial and / or corporate registration in your country of establishment with business and activity Information.

Evidence:

- Business registration certificate, with information and business activities (**copy**).

III.3 REQUIREMENTS FOR THE ECONOMIC AND FINANCIAL STATUS

- a. The Business Bank Account verification.

III.4 REQUIREMENTS FOR TECHNICAL AND / OR PROFESSIONAL OPPORTUNITIES

Requests:

- a. Participating economic operators must have at least two CVs of proven experts who have knowledge and experience in the production of video-animations and infographics.

Evidence:

- a. Participating EO should attach their work portfolio

ARTICLE IV) ADDITIONAL INFORMATION

IV.1 DEADLINE FOR ADDITIONAL OR EXPLANATORY REQUIREMENTS

Economic operators are allowed to make a **written request via email** to the contracting authority for clarification or requesting any additional information that they deem necessary for the preparation and submission of the Responsive Price Quotation. Such a request must be accepted by the contracting authority no later than: **28.02.2024 at 12:00**

Such a request may be made using the request form, Annex 3, and submitted to the contracting authority electronically, in writing or by fax. Any clarification of the tender file will be communicated simultaneously in writing to all bidders.

IV.2 DEADLINE AND PLACE FOR SUBMISSION OF PRICE QUOTATIONS

Price quotations will be accepted by the contracting authority no later than:

Date:	28.02.2024	Time:	12:00	Place:	The tender offer must be submitted electronically at: info@opendatakosovo.org
_____	_____	_____	_____	_____	_____

Economic operators can submit only one price quote and can not make any changes in the price quote submitted.

IV.3 OPENING OF QUOTATIONS:

The Contracting Authority will open quotations to the public on:

Date:	29.02.2024	Time:	14:00	Place:	St. "Ganimete Tërbeshi", 26A, Aktash, 10000 Pristina, The Republic of Kosovo.
_____	_____	_____	_____	_____	_____

IV.4 PRICE QUOTATION FORM AND LIST OF REQUIRED DOCUMENTS

The Price Quote will contain the following:

- a. **Price quotation form;**
- b. **Price description form;**
- c. **Signed declaration under Oath, Annex 2** and
- d. Any other documents required under section III.2, III.3 and III.4 of this Tender File.

IV.5 PRICE QUOTATION VALIDITY PERIOD

Price quotation will be valid for **5 days** from the deadline for submission of price quotations.

The economic operator may not withdraw its quotation after the submission deadline of the price quotations and before the expiration of the validity period of the price quotation.

IV.6 CONTRACT AWARD CRITERIA

The contract will be awarded to the economic operator that has submitted:

The most responsible **offer**, with the lowest **price**.

ARTICLE V) COMPLAINTS

According to Article 108/A of Law No. 04/L-042 for Public Procurement of the Republic of Kosovo, which was supplemented by Law No. 04/L-237, Law No. 05/L-068 and Law No. 05L-092, the complaint may be submitted, free of charge, to any interested party in any procurement activity and in relation to any activity or release of the contracting authority that is presumed to be in violation of the current law, or the acts issued therein.

The standard complaint form can be downloaded from the KRPP or PRBO websites: www.krpp.rks-gov.net or www.oshp.rks-gov.net.

Complaints must be submitted in the original form to the Contracting Authority, at the address specified in Article I.1) of this Tender File.

- Whenever the complaint concerns the contract notice or the tender documents within five (5) days before the deadline for submission of bids.
- Whenever the complaint relates to the decision to award a contract within five (5) days after the date of the contract award notice was sent to the complainant.
- Whenever the complaint relates to the decision to cancel the procurement procedure, within five (5) days from the date when the procurement activity was officially canceled through the notice of cancellation.

Against any decision taken by the contracting authority in accordance with the circumstances of Article 108/A, any interested party may submit a complaint to the PRB. The complaint must be submitted only after conducting a preliminary dispute resolution procedure.

Complaints to the PRB must be submitted within ten (10) days after the decision issued by the contracting authority in the preliminary dispute resolution procedure in accordance with Article 108/A of this law.

All complainants must pay a complaint fee in the amount of (insert amount in €), together with the submission of a complaint to the PRB. Payment will be made in cash or cash equivalent to the account established by the PRB.

Refer to the PPL and Procurement Rules for further complaint procedures.

Annex 1. MANDATORY TECHNICAL SPECIFICATIONS
--

1. Describe in a non-discriminatory manner the mandatory characteristics of the objective of the contract such as: Quality, quality assurance, performance, terminology, design requirements, symbols, dimensions, testing and testing methods, insurance, packaging, marking, labeling.

The technical specifications should be drafted in order to match the purpose of the procurement and to provide as much access as possible to the interested economic operators.

The contracting authority is specifically prohibited from setting technical specifications that favor or dis-favor one or more economic operators.

2. If variants are allowed, the Contracting Authority must specify the minimum specifications that must be met by a variant and any specific requirements for the presentation of such variants are.

3. If the object of the contract is divided into parts, describe each part in the table below

3.1. Please note that the budget allocated for the list of activities below is divided into USD and EUR currencies. Therefore, during the compilation of the offer, we ask you to prepare your offer according to the specified currencies.

The currency exchange from USD to EUR is variable, so the budgeted value will correspond to the exchange rate in the period of service/payment.

	Preparation of promotional videos and infographics according to projects implemented by Open Data Kosovo (ODK) - Period March 2024 - March 2025	Type of service (quantity)	Timeline	Budget
	<u>Boost Good Governance 4.0</u>	- 2 informative videos	3 weeks	2,300 USD
	<u>Boost Good Governance 5.0</u>	- 1 informative videos	2 weeks	1,100 USD
	<u>Boost Good Governance 5.0</u>	- infographics (7)	1 month	400 USD
	<u>Digi-Advance Kosova - Promotional video</u>	- video-illustration (1)	1 month	1,700 EUR
	<u>Digi-Advance Kosova - Infografika</u>	- infographics (6)	1 month	900 EUR
	<u>Internews Kosova - Infografika</u>	- infographics (8)	2 months	800 USD

Additional information on the implementation of relevant services and projects:

1. Boost Good Governance 4.0 - Two Videos

The contractor in cooperation with ODK developed two promotional videos within the project: Boost Good Governance 4.0. These two videos will be closely related to the developments and findings within the project. Additional details to the videos will be coordinated by the person in charge of this project.

2. Boost Good Governance 5.0 - A Video

The contractor in cooperation with ODK developed a promotional video within the project: Boost Good Governance 5.0. This video will be closely related to the developments and findings within the project. Additional details to the video will be coordinated by the person responsible for this project.

3. Boost Good Governance 5.0

The contractor in cooperation with ODK will develop 7 infographics within the project, to promote and illustrate the findings of the project, according to the respective research. Additional details to the infographics will be coordinated by the person responsible for this project.

4. Promotional video within the Digi-Advance Kosovo project:

The contractor in cooperation with ODK will develop a promotional video within the project: Digi-Advance Kosovo. As a result of promoting the findings of the project, a final activity, specifically a promotional video will be developed to further inform the audience based on the illustrations according to the findings of the project.

4. Infographics within the project Digi-Advance Kosovo:

The contractor in cooperation with ODK will develop 6 infographics within the project: Digi-Advance Kosova, to promote and illustrate the findings of the project, according to the respective research. Additional details to the infographics will be coordinated by the person responsible for this project.

5. Infographics within the Internews Kosovo project:

As part of the project that will be implemented in cooperation with Internews Kosova (Cooperative Agreement Number 7200AA20CA00021), 8 infographics will be created with the aim of increasing awareness about Digital Rights. Additional details on the infographics will be coordinated by the person responsible for this project.

Annex 2. STATEMENT UNDER OATH

I, the undersigned, representing: **[the economic operator presented]** declare under oath that I am eligible in accordance with Nenin 65 of Law no. 04 / L-042 on Public Procurement of the Republic of Kosovo, amended and supplemented by law no. 04 / L-237, law no. 05 / L-068 and law no. 05 / L-092.

I certify that I have read the eligibility requirements in Nenin 65 of the PPL, respectively section III.1 of the Information for Tenderers, and I certify that it meets the eligibility requirements for participation in this procurement procedure.

I accept the possibility of criminal and civil sanctions, fines and penalties, if I submit any document or statement that contains information of erroneous or misleading content due to negligence.

Identification of Economic Operator (EO)	
EO Name:	
Full address:	
Represented by:	
Name	
Position	
Signature	
Date	
Stamp	

Annex 3. REQUEST FOR ADDITIONAL INFORMATION

For: **Open Data Kosovo**

CONSIDERING that [name of economic operator] (hereinafter "Economic Operator"), after receiving the tender file under No. of the above mentioned Procurement, believes that additional information or explanatory information is needed as follows:

Identification of additional information or explanatory information, including references in the part or parts of the tender file:

THEREFORE, I, the undersigned, representing the Economic Operator, hereby request obtaining the identified information.

Identification of Economic Operator (EO)	
EO Name:	
Full address:	
Represented by:	
Name	
Position	
Signature	
Date	
Stamp	

Annex 4 - LIST OF CONTRACTS ACHIEVED IN THE THREE YEARS FROM THE PUBLICATION DATE OF THE CONTRACT NOTICE

No.	Title of Contract	The date of signing the contract and ending the contract	Realized value of contracts	Name of Contracting Authority or Purchaser	E-mail and Buyer's phone no
1					
2					

(add more rows if necessary)

Identification of Economic Operator (EO)	
EO Name:	
Full address:	
Represented by:	
Name	
Position	
Signature	
Date	
Stamp	

PART B: PRICE QUOTATION SUBMISSION FORM

Section I. PRICE QUOTATION Form

For **OPEN DATA KOSOVO** (hereinafter "Contracting Authority")

Contract Title: Preparation of promotional videos and infographics according to projects implemented by Open Data Kosovo (ODK) - Period March 2024 - March 2025

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

1. We have reviewed and accepted the full content of the tender file no. **01/2024 - ODK**. We accept its provisions in its entirety, without reservation or restriction.

2. The total price quote is:

Total price quote in figures: [insert total price in figures € and \$]

And in writing [insert tender price in writing Euro and USD]

3. This quotation is valid for a period of **5 days** from the final date for submission of the price quotation.

4. We are making this application, for this quotation in our self guided right. We confirm that we are not tendering for the same contract in any other form.

[In case of a consortium]

*We make this request, for this quote as a **partner in the consortium**, led by [insert name of leader]. We confirm that we are not tendering for the same contract with any other form. We confirm, as a partner in the consortium, that all partners, jointly and separately, are required by law to perform the contract; that the lead partner is authorized to oblige and receive instructions for each member and on behalf of each member that the performance of the contract, including payments, is the responsibility of the lead partner, and that all partners in the joint venture / consortium are obliged to remain in the joint venture / consortium throughout the contract period].*

5. We will inform the Contracting Authority immediately if there is any change in the circumstances above at any stage during the implementation of the contract. We also fully acknowledge that any inaccurate or incomplete information provided intentionally in this application may result in our exclusion from this and other KCB funded contracts.

6. The total quoted price is fixed and is not subject to any change during the contract (excluding the prices of these items which are subject to price adjustments based on the exchange of relevant shares). The total quoted price is specified and is attached to the Price Specifications.

SUBMITTED BY:

Identification of Economic Operator (EO)	
Company Name	
Full address:	
Represented by:	

Name and Surname	
Position	
Signature	
Date	
Stamp	

[In case of a Group of Economic Operators:]

	Name(s)	Address
Lead 1*		
Other... *		

* add/delete additional rows for partners as needed. Note that the subcontractor is not considered a partner for the purposes of this tender procedure.

Name and surname of the person authorized to sign this tender on behalf of the Consortium: [insert name and surname]

Signature: [authorized person's signature]

Place and date: [insert place and date]

Stamp of the Leader_____

Seksioni II. PRICE DESCRIPTION Form

No. of Articles	Description	Item no.	Quantity	ITEM PRICE WITHOUT VAT	Total price Without VAT
1.					
2.					
3.					
4.					
5.					
Total EUR:					
Total USD:					

PART C: *Draft CONTRACT*

Open Data Kosovo, (hereafter the "Contracting Authority"), on one side and

[the name of the selected Economic Operator] (hereafter "Economic Operator"), on the other side agree to be a part of this contract for:

01/2024-ODK - Preparation of promotional videos and infographics according to the projects implemented by Open Data Kosovo (ODK) - Period March 2024 - March 2025.

With identifying number: 03/2022-ODK.

Article 1 Subject

1.1. Subject of the contract will be the: **Preparation of promotional videos and infographics according to the projects implemented by Open Data Kosovo (ODK) - Period March 2024 - March 2025.**

1.2. Contract comes in force with the *date of signing* and expires **upon receipt of the final payment in accordance with the delivery of the final product/service.**

1.3. Start Date of the contract/service, no later than 10 days after the signing of the contract. The deadline for submission of the final product/service should be maximum 10 days after receiving the final feedback from the Contract Manager.

1.4. Place for conducting the service is Open Data Kosovo.

Article 2 Applicable Law

2.1. The applicable law is Law no. 04 / L-042 on Public Procurement of the Republic of Kosovo, amended and supplemented by law no. 04 / L-237, law no. 05 / L-068 and law no. 05 / L-092. For issues which are not covered by the disposition of this contract, the existing laws in Kosovo will be applied.

Article 3 Price

3.1 Total price of the contract will be, in numbers: _____ €;
and in writing: _____.

3.2 The price mentioned above in Article 3.1 should be the only payment that the Contracting Authority will pay to the Economic Operator according to this contract. The price is final so that no modifications shall occur during the execution of this contract (except any change of prices of certain articles, details, if applicable).

Article 4 Payment

4.1 Payment should be done in Euro.

[if the contract consists of only one delivery - specify]

[Contracting Authority will pay the total amount as budgeted for this service after receiving the specified service]

4.2 Payment according to the invoice of the Economic Operator should be paid within a period of 30 days, and shouldn't exceed this period from the date of the issued invoice which will be received by the Finance Department. Date of payment will be the date when the account of the Contracting Authority will be debited. The request for payment will not be accepted if one of the requests as set in the tender procedure is not fulfilled.

Article 5 Agreements upon taxes and customs

5.1 The Economic Operator is responsible for all the obligations regarding taxation in accordance with the laws of the Republic of Kosovo.

5.2 All taxes and obligations related to customs (in case there will be any) are considered to be included in the price of this contract.

Article 6 Quality

6.1 **Quality of the** [service] in all the set aspects should fulfill the technical requirements as specified in the Tender Procedure.

Article 7 Warranty

7.1 In case of warranty, it would be valid for 12 months, after receiving the service.

Article 8 Delays in deliverables

8.1 If the Economic Operator upon his responsibility cannot maintain to [deliver one of all the services] within the time limit as specified in the contract, the Contracting Authority without an official notification and without judgment to certain compensations as set in the contract has the right for each of the passing day after the expiration of the contract, to receive back the damages which equal 0,25% on the day of the value of the undelivered service to a maximum of 10% of the total cost of the contract.

Article 9 Inspection and Testing

9.1 The Contracting Authority will have the right to test and inspect the preparation of the work, or the service which is being delivered in accordance to the contract, in order to conclude if the work is meeting the requirements as set in the tender procedure.

Article 10 Sub-contracting

10.1 A sub-contract would be legitimate only if there is a written agreement from the Economic Operator

which trusts that a part of the service of the specified contract can be done by a third party. The Economic Operator should not subcontract without an authorization from the Contracting Authority. The Contracting Authority will notify the Economic Operator regarding its decision within 5 days of when it received the notification, also specifying its reasons in case an authorization isn't issued.

Article 11 Termination of the Contract from the Contracting Authority

11.1 The contracting authority may, after giving the Economic Operator seven days' notice, terminate the contract in any of the following cases: a) When the economic operator fails to fulfill its obligations under the contract; b) Fails to execute the contract within the specified period; c). Rejects the administrative orders of the contracting authority; d) Gives the contract or subcontract to someone without authorization from the contracting authority; e). Go bankrupt; f). Has been convicted by a court of a criminal offense related to professional conduct, through a decision that has the force of res judicata; g) The economic operator has been subject to a judgment that has the force of res judicata for fraud, corruption, involvement in any criminal organization or any other illegal activity that damages general financial interests; h) any other legal incapacity appears that prevents the realization of the contract.

Article 12 Termination of the Contract by the Economic Operator

12.1 The Economic Operator, after notifying the Contracting Authority 14 days in advance, may terminate the contract if the Contracting Authority: a) fails to pay the Economic Operator the amount that must be paid within the exact term of the contract; b) fails to fulfill its contractual obligations; c) as a result of force majeure, the Economic Operator is unable to perform part of the agreement for more than 180 days, for reasons not specified in the agreement or not attributable to the Economic Operator.

Article 13 Settlement of disputes with judgments

13.1 If it cannot be resolved within 30 days from the start of the amicable dispute resolution procedure, either party may decide by court, or arbitration award.

13.2 Any dispute between the parties which may arise from the execution of this contract and which cannot be resolved otherwise by the parties shall be submitted to [specifies the competent court] in accordance with the law of Kosovo.

Article 14 Communication

14.1 Any written communication regarding this Contract between the Contracting Authority and the Economic Operator must give the Contract Title and identification numbers, and must be sent by post, fax, e-mail or by hand.

Drafted in the Albanian, and English language in two originals, for the Contracting Authority and one original for the Economic Operator.

Për Operatorin Ekonomik

Emri:

Pozita:

Nënshkrimi:

Data:

Vula:

Për Autoritetin Kontraktues

Emri:

Pozita:

Nënshkrimi:

Data:

Vula:

[In the case of a Group of Economic Operators:]

	Name(s)	Home Address
Leader 1*		
Etc ... *		

** add / delete additional lines for partners, as needed. Please note that the subcontractor is not considered a partner for the purposes of this tender procedure.*

Emri dhe mbiemri i personit të autorizuar për të nënshkruar këtë tender në emër të Konsorciumit: **[shënoni emrin dhe mbiemrin]**

Nënshkrimi: **[nënshkrimi i personit të autorizuar]**

Vendi dhe data: **[fut vendin dhe datën]**

Vula e Liderit: _____

Section II. PRICE DESCRIPTION FORM

No. of Item.	Description	Unit	Amount	UNIT PRICE WITHOUT TVSH	Total Price Without TVSH
1.					
2.					
3.					
4.					
Total in General EUR:					
Total in General USD:					