

## BID SUBMISSION FORM

### SEALED BID

Sale No. \_\_\_\_\_

<b>Bidder's Name:</b>	
<b>Bidder Number:</b>	
<b>Item Number:</b>	
<b>Description of Property</b> (Note: Description must conform to the public notice of sale without qualification or reservations. Attach separate sheets if necessary.)	
<b>Amount Bid (Euro Only)</b>	€ _____ Amount in words: _____ _____
<b>Bid Deposit (If a deposit was required, enter amount here)</b>	€ _____ Amount in words: _____ _____
<b>Attachments (Check appropriate box):</b>	
A copy of the completed, signed and stamped <b>bidder registration form</b> issued upon registration to Bidders who have been included in the Potential Bidders Register:	
<input type="checkbox"/> Yes  <input type="checkbox"/> No	
An original <b>bank letter</b> from a reputable bank ( <b>Note:</b> If and where required in the Notice of Sale, the Bidder shall submit an original bank letter from a reputable bank (not registered in the blacklist of the Financial Action Task Force) (FATF) confirming that the Bidder will have access to sufficient funds to pay its full bid price):	
<input type="checkbox"/> Yes  <input type="checkbox"/> No	
Proof of payment of any required bid deposit (e.g. a copy of the deposit slip):	
<input type="checkbox"/> Yes  <input type="checkbox"/> No	

**Note to Bidders:** As provided in subsection 11.1 of the **Rules of Tender**, the Agency may accept cash payments for purchases amounting to less than €1,500, in which case payments shall be made during the Agency's normal working hours only and at the following address:

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The Bidder understands and agrees that:

1. Any sale of property which is being conducted by the Kosovo Trust Agency (hereafter the "Agency") or by any party acting on behalf of or under authorization from the Agency is subject to (i) the "**Rules of Tender for Sale of Property Through a Competitive, Sealed Bidding Process**" (hereinafter the "**Rules of Tender**"), (ii) any special terms and conditions of sale and/or sale provisions listed in the Notice of Public Sale or any other bid document, including any attachment to any of these documents, and (iii) legal terms and conditions of sale on the Kosovo Trust Agency web site under "Liquidation". By completing this form and submitting a bid the Bidder agrees to be bound by the aforementioned documents.

Capitalised terms herein shall have the meanings ascribed to them in the Rules of Tender unless the context requires otherwise.

All the above documents are available for free download from the Agency's web site [www.kta-kosovo.org](http://www.kta-kosovo.org), or can be obtained from the contact(s) listed in the Notice of Public Sale.

2. Without prejudice to the legal terms of sale, all Property is sold on an "as is, where is" basis, and the Agency and its representatives expressly disclaim:

- (a) any and all liability for representations, warranties or statements contained in any written material (including without limitation the Notice of Public Sale and/or sale brochures and the contents of any data room information) furnished or in any information orally transmitted to a Bidder; and
- (b) any representations or warranties implied by any law.

The submission of a Bid is an acknowledgement by the Bidder to the Agency that the Bidder has made its own independent investigation and assessment of the conditions of any Property which is being sold and the available documentation (including but not limited to any Sale Brochure and/or data room information, public searches and registries, etc.) and that it has satisfied itself as to those circumstances and as to the accuracy of all information about such Property provided by or on behalf of the Agency. In no case will failure to inspect the Property and/or investigate and acquaint itself with available information constitute grounds for a claim or for the withdrawal of a bid after the bid submission deadline. Neither the Agency nor any Enterprise shall assume any responsibility for any conclusions or interpretations made by any Bidder on the basis of information made available to it.

3. For each item for which a Bid is submitted the following documents must be placed in a separate sealed and labelled envelope provided by the Agency upon registration, with all information required on the label (Sale Number, Bidder Number, Item Number, Description of Item, and Bid Opening time, place and date) completed:

- (i) An original of the completed bid form;

- (ii) A copy of the completed, signed and stamped bidder registration form issued upon registration to Bidders who have been included in the Potential Bidders Register;
- (iii) If and where required as indicated in the Notice of Public Sale, an original bank letter from a reputable bank (not being a bank registered in a country which is on the 'blacklist' of the Financial Action Task Force (FATF), confirming that the Bidder will have access to sufficient funds to pay its bid price;
- (iv) An appropriate proof of payment of any required bid deposit (e.g. a copy of the deposit slip); and
- (v) Any other accompanying documents as specified in the Rules of Tender, the Notice of Public Sale and/or this Bid Form.

The Agency reserves the right to reject any or all Bids, or to waive minor defects or irregularities in any bid.

4. All Bids must be submitted to the Agency on the Bid Submission and Opening Date and at the time and location specified in the Notice of Public Sale. The Agency shall not receive any Bids that are presented outside of this time period or delivered to any other location. Offered purchase prices set out in Bids shall remain in effect for a period of forty-five (45) days from the Bid Submission and Opening Date.

A receipt stating the date, hour, and minute of the Agency's receipt of a Bid shall be issued to the person submitting the Bid on behalf of a Bidder at the time of the submission of the Bid. The person submitting the Bid shall not identify the Bidder at the time of the submission of the Bid. The Agency's determination of the time of submission shall be final.

5. The Bids shall be opened in public within three hours of the end of the Bid Submission Period and all bid prices shall be read aloud and recorded. The highest price shall be identified and announced as the winning Bid.

In the event of identical highest bids, they shall be placed in a "box/hat" and one of them shall be drawn to determine the winning Bid.

If not present at the Bid opening, a provisional Winning Bidder will be contacted by telephone and/or fax/e-mail. If an awarded bidder cannot be contacted within three (3) business days after the Bid opening, the award shall be made to the next highest bidder.

6. If the Bidder awarded the status of Winning Bidder fails to pay the purchase price stated in its Bid within the time specified for making the payment, the award shall become void, and the next highest bidder shall be deemed to be the Winning Bidder, until the transaction is complete.

7. Unless otherwise provided in the Notice of Public Sale, a Winning Bidder will be given up to ten (10) business days following the date of notification to the Winning Bidder that the Property was awarded to him/her to submit payment to the Agency. The Winning Bidder shall pay the total amount of the winning bid price (reduced by the amount of any bid deposit) into a bank account designated by the Agency. The Agency shall not accept cash payments except for purchases amounting to less than €1,500 in which case payments shall be made in the manner and at the place and time specified in the Notice of Public Sale. There shall be no partial or deferred payment of the purchase price.

8. The funds used for the purchase of any property being sold must not come from any FATF blacklisted jurisdiction and the Bidder may be required to sign a statement about their origin prior to completion of any Sale.

9. Any bid documents constituting an agreement between the bidder and the Agency on the terms and conditions of sale of the Property requiring signing by Bidders shall be signed by an authorised representative of the Bidder. Supporting documentation proving such representative's signatory authority must be presented to the Agency as may be required by the Agency.

10. The Agency reserves the right: (a) to amend or modify the property listings an/or any descriptions of the Property offered under the Tender and (b) terminate the Tender at its sole discretion.

11. The Agency may reject a Winning Bidder's Bid if the Agency becomes aware that information contained in the Winning Bidder's application to be registered in the Potential Bidders Register or any information in the Winning Bidder's Bid is false. In such a case, the Winning Bidder's bid deposit shall be forfeited and the second-highest ranking Bid (and in turn the third-highest ranking Bid, if necessary) will be treated as the winning Bid.

12. The Board may cancel or amend in whole or in part the Tender for the sale of any property at any time and for any reason in its sole discretion and without liability. In particular, but without limiting the generality of the preceding sentence, the Agency may cancel the Tender if the Agency receives indications of or suspects any collusion among Bidders, the use of coercion or threats by a Bidder or Bidders to dissuade the submission of Bids by others or to affect the contents of another Bidder's Bid, or any illegal or improper activity performed in connection with the Tender by any person. Should the Agency so cancel the Tender, the Agency shall not be held responsible for any costs or liabilities incurred by any Bidder or third parties. If the Agency cancels the Tender, all bid deposits received and any other funds received (except for the non-refundable bid submission fee) shall be returned within 15 business days of the date of cancellation.

BID FROM<sup>1</sup>:

\_\_\_\_\_  
SIGNATURE:

\_\_\_\_\_  
NAME (if different from the Bidder's name above) & Capacity of Signatory:

\_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
<sup>1</sup> Bidder's Name – Company or Individual Name

