BIDDING DOCUMENT

**Bidding Document**

**for the procurement of goods**

**Procurement of furniture for the needs of the Centers of Excellence of the University of Kragujevac**

**RID-S/IOP2-2023**

**Project:**

**Research and development in the public sector**

**Project promoter:**

**Ministry of Science, Technological Development and Innovation**

**Contracting Authority:**

**Public Sector Projects Implementation Unit Ltd. Belgrade**

**Country: Republic of Serbia**

Issued on: April 2024

**Table of Contents**

PART 1 – Bidding Procedures 3

Section I. Instructions to Bidders 4

Section II. Bidding Data Sheet (BDS) 30

Section III. Evaluation and Qualification Criteria 44

Section IV. Bidding Forms 52

Section V. Eligible Countries 71

PART 2 – Supply Requirements 72

Section VI. Schedule of Requirements 73

PART 3 - Contract 79

Section VII. General Conditions of Contract 80

Section VIII. Special Conditions of Contract 99

Section IX. Contract Forms 105

# PART 1 – Bidding Procedures

|  |
| --- |
| Section I. Instructions to Bidders |

General 6

1 Scope of Bid 6

2 Source of Funds 6

3 Fraud and Corruption 7

4 Eligible Bidders 8

5 Eligible Goods and Related Services 11

Contents of Bidding Documents 12

6 Sections of Bidding Documents 12

7 Clarification of Bidding Documents 13

8 Amendments and addenda to the Bidding Documents 13

Preparation of Bids 13

9 Cost of Bidding 13

10 Language of Bid 14

11 Documents Comprising the Bid 14

12 Bid Submission Form and Price Schedules 14

13 Alternative Bids 15

14 Bid Prices and Discounts 15

15 Currencies of Bid 16

16 Documents Establishing the Eligibility of the Bidder 16

17 Documents Establishing the Eligibility of the Goods and Related Services 16

18 Documents Establishing the Conformity of the Goods and Related Services 16

19 Documents Establishing the Qualifications of the Bidder 17

20 Period of Validity of Bids 17

21 Bid Security 18

22 Format and Signing of Bid 19

Submission and Opening of Bids 19

23 Submission, Sealing and Marking of Bids 19

24 Deadline for Submission of Bids 20

25 Late Bids 20

26 Withdrawal, Substitution, and Modification of Bids 20

27 Bid Opening 21

Evaluation and Comparison of Bids 23

28 Confidentiality 23

29 Clarification of Bids 23

30 Responsiveness of Bids 23

31 Nonconformities, Errors, and Omissions 24

32 Preliminary Examination of Bids 25

33 Examination of Terms and Conditions; Technical Evaluation 25

34 Conversion to Single Currency 25

35 Evaluation of Bids 25

36 Comparison of Bids 27

37 Qualification of the Bidder 27

38 Contracting authority’s Right to Accept Any Bid, and to Reject Any or All Bids 27

Award of Contract 27

39 Award Criteria 27

40 Contracting authority’s Right to Vary Quantities at Time of Contract Performing 27

41 Notification of Award 28

42 Signing of Contract 29

43 Performance Security 29

|  |  |
| --- | --- |
| **Section I. Instructions to Bidders** | |
|  | General |
| 1. Scope of Bid | * 1. The Contracting authority **indicated in the Bidding Data Sheet (BDS),** issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements of this International Competitive Bidding (ICB) in accordance to the EIB Guide to Procurement (GtP) [http://www.eib.org/en/infocentre/publications/all/guide-to-procurement.htm](http://www.eib.org/en/infocentre/publications/all/guide-to-procurement.htm%20) are **specified in the BDS.** The name, identification, and number of lots of are **provided in the BDS.**   The bid procedure will be carried out in line with EIB Guide to Procurement (GtP) and Serbian Law as long as aligned with the EIB GtP. In case of discrepancy the EIB GtP shall prevail. The Guide to Procurement is available at the following address: <https://www.eib.org/en/publications/guide-to-procurement.htm>.   * 1. Throughout these Bidding Documents:  the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Contracting authority) with proof of receipt;if the context so requires, “singular” means “plural” and vice versa; and“day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays. |
| 1. Source of Funds | * 1. The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from **the European Investment Bank** (hereinafter called “the Bank”) toward the cost of the project **named in the** **BDS.** The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.   2. Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan Agreement. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds.   3. Pursuant to its Sanctions Policy, the Bank shall not provide finance, directly or indirectly, to or for the benefit of an individual or entity that is subject to financial sanctions imposed by the EU, either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of article 41 of the UN Charter.[[1]](#footnote-2)   EIB Exclusion list:  <http://www.eib.org/en/about/accountability/anti-fraud/exclusion/index.htm>   * 1. The Bank requires that tenderers and (sub-)contractors participating in a tender procedure or a contract under a Bank-financed project shall not violate or have violated any intellectual property rights.      * 1. Tenderers and (sub-) contractors are required to comply with applicable labour laws and national and international standards of health and safety, including those contained in any relevant International Labour Organization (ILO) conventions and international standards and agreements on environmental protection, in accordance with EIB's environmental and social policies:   http://www.eib.org/infocentre/publications/all/environmental-and-social-principles-and-standards.htm |
| 1. Fraud and Corruption | 3.1 It is the Bank’s policy to require that promoters, as well as tenderers, contractors, suppliers and consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. The Bank reserves the right to take all appropriate action in order to enforce this policy. Moreover, the Bank is committed to ensuring that its loans are used for the purposes intended and its operations are free from Prohibited Conduct including but not limited to, fraud, corruption, collusion, coercion, obstruction, money laundering and terrorist financing.  In pursuance of this policy as set out in EIB’s Anti-Fraud Policy[[2]](#footnote-3), if it is established to the required standards that a project-related party has engaged in Prohibited Conduct in the course of a procurement process or implementation of a contract (to be) financed, the Bank:  a) May seek appropriate remediation of the Prohibited Conduct to its satisfaction;  b) May declare ineligible such project-related party to be awarded the contract; and/or  c) May withhold the Bank’s no objection to contract award and may apply appropriate  contractual remedies, which may include suspension and cancellation, unless the Prohibited Conduct has been dealt with to the satisfaction of the Bank.  Furthermore, within the framework of its Exclusion Policy[[3]](#footnote-4), the Bank may declare such project related party ineligible to be awarded a contract under any EIB project or to enter into any relationship with the Bank. 3.2 The Contracting authority, the Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, have the right to inspect and copy the books and records of the tenderer, contractor, supplier or consultant in connection with any Bank-financed contract. |
| 1. Eligible Bidders | * 1. A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country, in accordance with the his Founding act (or equivalent acts on founding and partnership) and its registration documents, depending on the case. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services. A Bidder may be a private entity or legal entity, privately-owned or a government-owned entity, in accordance with the registration provisions of the country of the Bidder - subject to ITB 4.6 - or any combination of such entities in the form of a joint venture (JV) / Consortium under an existing agreement. In the case of a Joint Venture/Consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The Joint Venture/Consortium shall nominate a Representative who shall have the authority to conduct all business for and on behalf of all the members of the Joint Venture/Consortium during the bidding process and, in the event the Joint Venture/Consortium is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a Joint Venture/Consortium.   2. The Contracting authority requires that candidates, bidders, contractors, suppliers or consultants participating in an award procedure or a contract shall not have a conflict of interest. „Conflict of interest occurs when the impartial and objective exercise of the functions of the Contracting authority, or the respect of the principles of competition, non-discrimination or equality of treatment with regard to the procurement procedure or contract, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest. The concept of conflict of interest covers any situation where staff members (or consultants acting on behalf) of the Contracting authority who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure or contract execution.   Contracting authority will take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of procurement procedures or contracts so as to avoid any distortion of competition and to ensure the impartial and objective exercise of the functions of the promoter and equal treatment of all tenderers or contractors.  The assessment of whether or not there is a conflict of interest has to be carried out on a case by case basis, considering the actual risk of conflict based on the specific circumstances of the case at stake. The individual or entity in question should declare whether they have any conflict of interest and, if so, present supporting evidence which might remove or remedy a conflict of interest.  In cases where a conflict of interest cannot be effectively remedied by other less intrusive measures, the Bank requires the Contracting authority to exclude from participation in an EIB-financed procurement procedure or contract any tenderer or contractor affected by such a conflict of interest.  A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:  (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or  (b) receives or has received any direct or indirect subsidy from another Bidder; or  (c) has the same legal representative as another Bidder; or  (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Contracting authority regarding this bidding process; or  (e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or  (f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, services or works that are the subject of the bid; or  (g) any of its affiliates has been hired (or is proposed to be hired) by the Contracting authority for the Contract implementation; or  (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project marked in the BDS in ITB 2.1, provided by him or by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or  (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Contracting authority throughout the procurement process and execution of the contract.   * 1. A Bidder that is under a declaration of ineligibility by the Bank in accordance with ITB Clause 3, at the date of contract award, shall be disqualified.   2. Bidders that are Government-owned enterprises or institutions in the Contracting authority’s Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Contracting authority. To be eligible, a government-owned enterprise or institution shall establish to the Contracting authority’s satisfaction, through all relevant documents, including its Charter and other information the Contracting authority may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution. Firms and individuals may be ineligible if (i) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Contracting authority’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country or (ii) are subject to any economic, financial and trade restrictive measures and arms embargoes issued by the European Union pursuant to Chapter 2 of Title V of the Treaty on European Union as well as Article 215 of the Treaty on the Functioning of the European Union, as available in the official EU websites <http://ec.europa.eu/external_relations/cfsp/sanctions/consol-list_en.htm> and <http://eeas.europa.eu/cfsp/sanctions/docs/measures_en.pdf>, as amended and supplemented from time to time or on any successor page.   3. Bidders shall provide such evidence of their continued eligibility satisfactory to the Contracting authority, as the Contracting authority shall reasonably request. |
| 1. Eligible Goods and Related Services | * 1. All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.   2. For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” include services such as insurance, installation, training, and initial maintenance.   3. The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
|  | Contents of Bidding Documents |
| 1. Sections of Bidding Documents | * 1. The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.   **PART 1 Bidding Procedures**   * Section I. Instructions to Bidders (ITB) * Section II. Bidding Data Sheet (BDS) * Section III. Evaluation and Qualification Criteria * Section IV. Bidding Forms * Section V. Eligible Countries |
|  | **PART 2 Supply Requirements**   * Section VI. Schedule of Requirements   **PART 3 Contract**   * Section VII. General Conditions of Contract (GCC) * Section VIII. Special Conditions of Contract (SCC) * Section IX. Contract Forms |
|  | * 1. The Invitation for Bids issued by the Contracting authority is not part of the Bidding Documents.   2. The Contracting authority is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Contracting authority.   3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid. |
| 1. Clarification of Bidding Documents | * 1. A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Contracting authority in writing at the Contracting authority’s address. In case the Bidder should consider that certain clauses or technical specifications of the Bidding Documents might limit international competition or introduce an unfair advantage to some Bidders, he should alert the Contracting authority in writing, with a copy to the Bank. The addresses are **specified in the BDS**.   2. All Requests for clarification, the Bidders can submit no later than fifteen (15) days prior to the expiration of the deadline for submission of bids.   3. The procedures for answering are **specified in the BDS**.   4. Should the Contracting authority deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2. |
| 1. Amendments and addenda to the Bidding Documents | * 1. At any time prior to the deadline for submission of bids, the Contracting authority may amend the Bidding Documents by issuing addendum.   2. Any addendum issued shall be part of the Bidding Documents and shall be posted on the **website specified in the BDS** no later than ten (10) days prior to deadline for submission of the bids.   3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Contracting authority may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2 |
|  | Preparation of Bids |
| 1. Cost of Bidding | * 1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Contracting authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| 1. Language of Bid | * 1. The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Contracting authority, shall be written in the language **specified in the BDS.** Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the** **BDS,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| 1. Documents Comprising the Bid | * 1. The Bid shall comprise the following:  Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;Bid Security, in accordance with ITB Clause 21, if required;written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;documentary evidence in accordance with ITB Clause 16 establishing the Bidder’s eligibility to submit the bid and realize the contract should the bid be accepted;documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;documentary evidence in accordance with ITB Clause 19 establishing the Bidder’s qualifications to perform the contract if its bid is accepted; andany other document **required in the** **BDS.** |
| 1. Bid Submission Form and Price Schedules | * 1. The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.   2. The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms |
| 1. Alternative Bids | * 1. Unless otherwise **specified in the** **BDS,** alternative bids shall not be considered. |
| 1. Bid Prices and Discounts | * 1. The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.   2. All lots and items must be listed and priced separately in the Price Schedules.   3. The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.   4. The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.   5. The terms EXW, DAP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS.**   6. Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Contracting authority. This shall not in any way limit the Contracting authority’s right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered as specified in the **BDS**.   7. Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS.** A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the **BDS,** prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.   8. If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS,** prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time. |
| 1. Currencies of Bid | * 1. Currency or currencies of the Bid and currency or currencies of payment are **in accordance with BDS.** The Bidder shall quote in the currency of the Contracting authority’s Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Contracting authority’s country, unless otherwise specified in the **BDS.**   2. Bidder may express the bid price in the currency of any country in accordance with Section V, Eligible countries. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the currency of the Contracting authority’s Country. |
| 1. Documents Establishing the Eligibility of the Bidder | * 1. To establish their eligibility in accordance with ITB Clause 5, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms. |
| 1. Documents Establishing the Eligibility of the Goods and Related Services | * 1. To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Table of Technical Specification, included in Section VI, Schedule of Requirements. |
| 1. Documents Establishing the Conformity of the Goods and Related Services | * 1. To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.   2. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.   3. The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the** **BDS** following commencement of the use of the goods by the Contracting authority.   4. Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Contracting authority in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Contracting authority’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements. |
| 1. Documents Establishing the Qualifications of the Bidder | * 1. The documentary evidence of the Bidder’s qualifications to perform the contract if its bid is accepted shall establish to the Contracting authority’s satisfaction:      1. that, if **required in the** **BDS,** a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Contracting authority’s Country;      2. that, if **required in the** **BDS,** in case of a Bidder not doing business within the Contracting authority’s Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier’s maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and      3. that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria. |
| 1. Period of Validity of Bids | * 1. Bids shall remain valid for the period **specified in the** **BDS** after the bid submission deadline date prescribed by the Contracting authority. A bid valid for a shorter period shall be rejected by the Contracting authority as non-responsive.   2. In exceptional circumstances, prior to the expiration of the bid validity period, the Contracting authority may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 20.3.   3. In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction. |
| 1. Bid Security | * 1. The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the** **BDS.**   2. The Bid Security shall be in the amount specified in the BDS and denominated in the currency of the Contracting authority’s Country or a freely convertible currency, and shall:  at the bidder’s option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;be issued by a reputable institution selected by the bidder and located in any eligible country;be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Contracting authority prior to bid submission;be payable promptly upon written demand by the Contracting authority in case the conditions listed in ITB Clause 21.5 are invoked;be submitted in its original form; copies will not be accepted;remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2;  * 1. If a Bid Security is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security, shall be rejected by the Contracting authority as non-responsive.   2. The Bid Security of the successful Bidder shall be returned as promptly as possible upon the successful Bidder signing the Contract and furnishing of the Performance Security pursuant to ITB Clause 43.   3. The Bid Security may be forfeited executed:  if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; orif the successful Bidder fails to:sign the Contract in accordance with ITB Clause 42;furnish a Performance Security in accordance with ITB Clause 43. |
| 1. Format and Signing of Bid | * 1. The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.   2. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.   3. Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid. |
|  | Submission and Opening of Bids |
| 1. Submission, Sealing and Marking of Bids | * 1. Bidders may always submit their bids by mail or by hand. When so specified in the **BDS,** bidders shall have the option of submitting their bids electronically.  Bidders submitting bids by mail or by hand, shall enclose the original and a copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 27.2 and 27.3.Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS.**  * 1. The inner and outer envelopes shall:  Bear the name and address of the Bidder;be addressed to the Contracting authority in accordance with ITB Sub-Clause 24.1;bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the** **BDS;** andbear a warning “not to be opened before the official bid opening” in the language in which the Bidding Documents are written and in Serbian language, in accordance with ITB Sub-Clause 27.1. If all envelopes are not sealed and marked as required, the Contracting authority will assume no responsibility for the misplacement or premature opening of the bid. |
| 1. Deadline for Submission of Bids | * 1. Bids must be received by the Contracting authority at the address and no later than the date and time **specified** **in the** **BDS.**   2. The Contracting authority may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Contracting authority and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended. |
| 1. Late Bids | * 1. The Contracting authority shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Contracting authority after the deadline for submission of bids shall be declared late and returned unopened to the Bidder. |
| 1. Withdrawal, Substitution, and Modification of Bids | * 1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:  1. submitted in accordance with ITB Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” or “Modification;” and 2. received by the Contracting authority prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.    1. Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.    2. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Contracting authority on the Bid Submission Form or any extension thereof. |
| 1. Bid Opening | * 1. The Contracting authority shall conduct the bid opening in public at the address, date and time **specified in the** **BDS.** Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-clause 23.1, shall be as **specified in the** **BDS.**   2. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.   3. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, per lots (contracts) if applicable, including any discounts and alternative offers; the presence or absence of a Bid Security, if required; and any other details as the Contracting authority may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. Bid Submission form must be initialled by the representative of the Contracting authority holding the bid opening session in the manner described **in the BDS**. Contracting authority does not discuss the quality of bids nor does he reject any bids (except for late bids, in accordance with ITB Sub-Clause 25.1).   4. The Contracting authority shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security, if was required. The Bidders’ representatives who are present shall be requested to sign the Minutes. A copy of the Minutes shall be distributed to all Bidders who submitted bids in time or published on the Contracting authority’s website. |
|  | Evaluation and Comparison of Bids |
| 1. Confidentiality | * 1. Information relating to the examination, evaluation and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process   2. Any effort by a Bidder to influence the Contracting authority during the evaluation, comparison and post-qualification or delivering the contract award decision may result in the rejection of its Bid.   3. Notwithstanding ITB Sub-Clause 28.2, if any Bidder wishes to contact the Contracting authority on any matter related to the bidding process, it should do so in writing. |
| 1. Clarification of Bids | * 1. To assist in the examination, evaluation, comparison and post-qualification of the bids, the Contracting authority may, at its discretion, ask any Bidder for a clarification of its Bid, in order to get help in overview, evaluation, comparison and qualification of the Bidders. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Contracting authority shall not be considered. The Contracting authority’s request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Contracting authority in the Evaluation of the bids, in accordance with ITB Clause 31.   2. An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Contracting authority as to the capability of the Bidder to perform the Contract for the offered Bid price. In the event of identification of a potentially Abnormally Low Bid, the Contracting authority shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document. After evaluation of the price analyses, in the event that the Contracting authority determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Contracting authority may reject the Bid. |
| 1. Responsiveness of Bids | * 1. The Contracting authority’s determination of a bid’s responsiveness is to be based on the contents of the bid itself.   2. A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:  affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; orlimits in any substantial way, inconsistent with the Bidding Documents, the Contracting authority’s rights or the Bidder’s obligations under the Contract; orif rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.  * 1. If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Contracting authority and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| 1. Nonconformities, Errors, and Omissions | * 1. Provided that a Bid is substantially responsive, the Contracting authority may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.   2. Provided that a bid is substantially responsive, the Contracting authority may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.   3. Provided that the Bid is substantially responsive, the Contracting authority shall correct arithmetical errors on the following basis:  if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Contracting authority there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; andif there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.  * 1. If the Bidder does not accept the correction of errors, its Bid shall be rejected. |
| 1. Preliminary Examination of Bids | * 1. The Contracting authority shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.   2. The Contracting authority shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.  Bid Submission Form, in accordance with ITB Sub-Clause 12.1;Price Schedules, in accordance with ITB Sub-Clause 12.2;Bid Security or Bid Securing Declaration, in accordance with ITB Clause 21, if applicable; |
| 1. Examination of Terms and Conditions; Technical Evaluation | * 1. The Contracting authority shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.   2. The Contracting authority shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.   3. If, after the examination of the terms and conditions and the technical evaluation, the Contracting authority determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid. |
| 1. Conversion to Single Currency | * 1. For evaluation and comparison purposes, the Contracting authority shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the** **BDS,** using the middle exchange rates established by the source and on the date **specified in the** **BDS.** |
| 1. Evaluation of Bids | * 1. The Contracting authority shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.   2. To evaluate a Bid, the Contracting authority shall only use all the factors, methodologies and criteria defined in ITB Clause 35. No other criteria or methodology shall be permitted.   3. To evaluate a Bid, the Contracting authority shall consider the following:  evaluation will be done for Items or Lots, as **specified in the** **BDS;** andthe Bid Price as quoted in accordance with clause 14;price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;adjustments due to the application of the evaluation criteria **specified in the** **BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria.  * 1. The Contracting authority’s evaluation of a bid will exclude and not take into account:  In the case of Goods manufactured in the Contracting authority’s Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;in the case of Goods manufactured outside the Contracting authority’s Country, already imported or to be imported**, customs duties and other import taxes levied on the imported Good**, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;any allowance for price adjustment during the period of execution of the contract, if provided in the bid.  * 1. The Contracting authority’s evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified **in BDS**, determined in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 35.3 (d).   2. If so **specified** **in the** **BDS,** these Bidding Documents shall allow Bidders to quote separate prices for different lots, and shall allow the Contracting authority to award one or multiple lots to more than one Bidder, the methodology of evaluation to determine the lowest-evaluated lot combinations, including the discounts being offered in the Bid Submission form, is specified in Section III, Evaluation and Qualification Criteria. |
| 1. Comparison of Bids | * 1. The Contracting authority shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with ITB Clause 35. |
| 1. Qualification of the Bidder | * 1. The Contracting authority shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated bid and substantially responsive bid is qualified to perform the Contract satisfactorily.   2. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB Clause 19.   3. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Contracting authority shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily. |
| 1. Contracting authority’s Right to Accept Any Bid, and to Reject Any or All Bids | * 1. The Contracting authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.   2. The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) calendar days unless extended in accordance with ITB 41.2. The Standstill period commences on the day after the date when the Contracting authority publishes the Notification of Intention to Award the Contract - Decision on Contract Award on its website (www.piu.rs). Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply. |
|  | Award of Contract |
| 1. Award Criteria | * 1. The Contracting authority shall award the Contract to the Bidder whose bid has been evaluated as the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| 1. Contracting authority’s Right to Vary Quantities at Time of Contract Performing | * 1. At the time the Contract performing, the Contracting authority reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS,** and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |
| 1. Notification of Award | * 1. Prior to the expiration of the period of bid validity, the Contracting authority shall notify the successful Bidder, in writing, that its Bid has been accepted.   2. The Contract shall not be signed earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) calendar days. The Standstill Period commences the day after the date of Notification of Award publication.   3. The Contracting authority shall inform all the bidders of the results of identifying the bids, per each lot, and give the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award unsuccessful bidders may request in writing to the Contracting authority for a debriefing seeking explanations on the grounds on which their bids were not selected or submit an appeal. The Contracting authority shall promptly respond in writing to any unsuccessful Bidder who requests a debriefing and send the copy of the request or decision on appeal to the Bank. Appeal procedure is **specified in the BDS.** For the duration of the procurement process, the Bidders are required to be up to date with all the information concerning the procurement process, published on the Contracting authority’s website. The Contracting Authority shall also send the contract award notice to the Bank for publication in the Official Journal of the European Union (OJEU) following the contract signature.   4. Upon the successful Bidder’s furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Contracting authority will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4. |
| 1. Signing of Contract | * 1. Promptly after Notification of Award publication and standstill period expiration, the Contracting authority shall send the successful Bidder the Agreement and the Special Conditions of Contract.   2. Within forty-eight (48) hours of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Contracting authority. |
| 1. Performance Security | * 1. Within twenty-eight (28) days of the Notification of Award publication, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Contracting authority. The Contracting authority shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.   2. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Contracting authority may award the Contract to the next the lowest evaluated bid, whose offer is substantially responsive, and is determined by the Contracting authority to be qualified to perform the Contract satisfactorily. |

1. Procurement Related 44.1 Any person or entity having or having had an interest in obtaining the

Complains contract and (at risk of) being harmed by an alleged infringement from the applicable procurement rules, has the right to submit a complaint to the Contracting authority. A complaint can be submitted without having requested, or received, a debriefing before making the complaint. The complaint must be submitted within the Standstill Period and received by the Contracting authority before the Standstill Period ends as stipulated in ITB 41.3.

|  |  |
| --- | --- |
| Section II. Bidding Data Sheet (BDS)  The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB. | |
| ITB Clause Reference | A. General |
| **ITB 1.1** | The Contracting authority is: Public Sector Projects Implementation Unit Ltd. Belgrade.  The procurement is being conducted by the Public Sector Projects Implementation Unit Ltd. Belgrade, in respect of preparation, publishing and evaluation of the tender, contract award as well as following the execution of the concluded contract, in accordance with the Annex IV of the Contract on managing the project “Research and development in the public sector" in the Republic of Serbia, which is financed from the funds of the European Investment Bank, concluded between the Republic of Serbia and the European Investment Bank. |
| **ITB 1.1** | The name and identification number of the International Competitive Bidding (hereinafter: ICB) is:  **Procurement of furniture** for the needs of the Centers of Excellence of the University of Kragujevac.  **No. RID-S/IOP2-2023**  **Estimated value: 1.100.000,00 EUR (VAT excluded)**  **The number and identification of lots (contracts) within this ICB: No lots.**  Tender procedure will be carried out in line with EIB GtP and Serbian national law, as long as aligned with the EIB Guide to Procurement (<https://www.eib.org/en/publications/guide-to-procurement.htm>). In case of discrepancies between EIB Guide to Procurement and the national framework, the EIB GtP shall prevail. |
| **ITB 2.1** | The Borrower is: **Republic of Serbia**  The Borrower is: **Republic of Serbia** in accordance with Financial Agreement between the Republic of Serbia and the European Investment Bank (Fi. N. 25.497 (RS) that approved a loan of EUR 200 million with the aim of revitalizing research and development in the public sector in the Republic of Serbia, including the modernization of existing research capacities and infrastructure, the establishment of a new scientific center, the construction of accommodation for students and young scientists and the modernization of the academic computer network ("Official Gazette of the RS" International Agreements No. 5/2010).  - Annex I of the Financial Agreement was concluded on August 11, 2011,  - Annex II of the Financial Agreement was concluded on May 3, 2017,  - The Law on Confirmation of Agreements on Amendments and Supplements to Financial Agreements 23.761, 24.745, 25.002, 25.198, 25.497, 25.610, 25.872, 81.657 and 82.640 between the Republic of Serbia and the European Investment Bank was concluded on November 1, 2017.  - Annex IV of the Financial Agreement was concluded on April 26, 2018 and  - Annex V of the Financial Agreement was concluded on February 24, 2021. |
| **ITB 2.1** | The name of the Project is**: Public Sector Research and Development**  Project promoter: Ministry of Science, Technological Development and Innovation |
|  | **B. Contents of Bidding Documents** |
| **ITB 7.1** | For **clarification of Bidding Document** purposes, the Bidders can send their Requests for clarification to the following e-mail address:  Electronic mail address: tatjana.vojvodic@piu.rs  Tenderers should alert the promoter in writing, with a copy to the European Investment Bank, in case they should consider that certain clauses or technical specifications of the TDs might limit international competition or introduce an unfair advantage to some tenderers. |
| **ITB 7.3** | **The Contracting authority will consolidate all the requests for clarification received from the Bidders and will publish them with answers (i.e. the description of the inquiry but without identifying its source)** **on the following website:** [www.piu.rs](http://www.piu.rs)  **The Bidders shall have to check regularly the above website for clarifications of the Bidding Documents.**  **In any case, Contracting authority must answer in writing all received requests for clarification within five (5) days.** |
| **ITB 8.2** | **The amendments and addenda to the Bidding Document will be published on the following website:** [www.piu.rs](http://www.piu.rs)  **The Bidders shall have to check regularly the above website for amendments and addenda to the Bidding Documents.** |
|  | **C. Preparation of Bids** |
| **ITB 10.1** | The language of the bid is: **English.**  All correspondence shall be in English.  Language for translation of supporting documents/documentary evidences and printed literature is English or Serbian, except for documents and evidences made in Serbian or issued by the relevant authority in Serbian language. The translation of the documents may be submitted as uncertified translation under condition a true and accurate translation is provided. |

|  |  |
| --- | --- |
| **ITB 11.1 (h)** | The Bidder shall submit the following additional documents in its bid:   * 1. Letter of intent on forming the Joint Venture/Consortium, in case of submission of the Bid by the Joint Venture/Consortium, which must contain the information on:   - member of the group who shall submit the Bid and who shall represent the Joint Venture/Consortium in front of the Contracting authority.  - member of the group who shall, on the behalf of the Joint Venture/Consortium, sign the Contract;  - member of the group who shall, on the behalf of the Joint Venture/Consortium, submit the Bank guarantees;  - member of the group who shall issue an invoice;  - account to which the payments shall be done;  - obligations of each of the members of the Joint Venture/Consortium regarding the Contract execution.  - Joint and several liability of the members for the execution of the Contract.  2) Covenant of Integrity  3) Environmental and Social Covenant  4) All other additional documents defined by the **Bidding Documents.**  *IMPORTANT: It should be noted that, in the Covenant of Integrity, the tenderer is requested to self-declare all sanctions and / or exclusions (including any similar decisions having the effect of imposing conditions on the tenderer or its subsidiaries or to exclude the said tenderer or its subsidiaries, such as temporary suspension, conditional non-exclusion, etc.) imposed by the European institutions or any multilateral development banks (including the World Bank Group, the African Development Bank, the Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank), regardless of the date of issue and the expiration or not of such decisions and of the current status of any sanction and / or exclusion. In this regard, any omission or misrepresentation, made knowingly or recklessly, may be considered as fraud under the EIB Anti-Fraud Policy. Therefore, the Contracting authority reserves the right to reject any offer presenting an inaccurate or incomplete Covenant of Integrity and may cause the rejection of the offer for prohibited conduct*. |
| **ITB 11.1 (i)** | If Bidder considers that parts of their documentation submitted in its bid are to be considered confidential and should not be released to a third party, those parts should be marked accordingly in their bid. Evidence on fulfilment of qualification criteria, price and other information from the bid relevant for award criteria and for the ranking of bids shall not be deemed confidential. |
| **ITB 14.5** | The Incoterms edition is **the latest edition published by the International Chamber of Commerce, 38 Cours Albert 1er, 75008 Paris, France, which can be found at the official web site of the International Chamber of Commerce:**  <https://iccwbo.org/resources-for-business/incoterms-rules/incoterms-2020/> |
| **ITB 14.6** | Place of Destination**:**  Goods should be delivered, unloaded and installed (mounting/installation, testing, training - if applicable) at the final destination in accordance with the List of goods and delivery schedules, given in Section VI, Schedule of requirements.  Bid Price should be quoted: **DDP+UNLOADED (delivery, unload and installation (mounting/installation, testing, training -** **if applicable) to the premises of end users, to the place specified by the end users)**.  Prices for delivered goods will be quoted DDP + Unloaded (Delivered Duty Paid + Unloaded), however import duties and taxes payable on imported goods and value added tax or similar taxes on locally supplied goods shall be excluded in the offered price by the bidders as the project is exempted from such taxes. No import duties and taxes payable on imported goods and the value added tax or similar taxes on locally supplied goods will be applicable for any tenderer. |
| **ITB 14.8** | Items (goods/services) and quantities shall be indivisible.  Prices quoted shall be for items and quantities. Bids for only part of the items or quantities shall be rejected.  An item not priced in the Price Schedule shall be assumed not to be included in the bid and, subsequently, the bid will be considered incomplete and as such rejected. |
| **ITB 15.1** | The Bidder **is not required** to quote in the currency of the Contracting authority’s Country the portion of the bid price that corresponds to expenditures incurred in that currency. |
| **ITB 15.1 and 15.2** | **The currency of the bid is European Economic and Monetary Union Euro (EUR)**  Payments shall be made to the Contractor’s account in currency of the bid if the Contractor is not a resident of the Republic of Serbia.  Payments shall be made to the account of the Contractor resident of the Republic of Serbia in RSD according to the middle exchange rate of the National Bank of Serbia on the date of issuing of invoice/proforma invoice to the extent mandatory by local law. |
| **ITB 18.2** | Not applicable. |
| **ITB 18.3** | Not applicable. |
| **ITB 19.1 (a)** | Not applicable. |
| **ITB 20.1** | The bid validity period shall be no less than 120 days from the day of expiration of bid submission period. |
| **ITB 20.3** | Not applicable. |
| **ITB 21.1** | Bid shall include a Bid Security included in Section IV Bidding Forms. |
| **ITB 21.1** | Bid Security shall be valid no less than 28 days longer than the minimum Bid validity period. |
| **ITB 21.2** | Bid Security **is obligatory.**  Bid security shall be unconditional, irrevocable and on first call payable guarantee in original issued by the renowned bank, in the following amounts and currency: 20.000,00 EUR  ***Note:***  ***Bid Security is required to be issued by a bank with the credit rating of B+ or higher.***  ***Bidders who are residents of the Republic of Serbia, are required to submit a domestic bank guarantee acceptable to the Employer (with the credit rating of B+ or higher).***  Bid Security **is required** to be specified to the Beneficiary:  Public Sector Projects Implementation Unit Ltd. Belgrade  Nemanjina 22-26, 11000 Belgrade, Republic of Serbia  TAX ID: 106729004, Company ID: 20668890  The instrument of financial security for Bid Security is Bank Guarantee.  Bidder is required to submit instrument of security for Bid Security in form given in Section IV Bidding Documents. |
| **ITB 21.2 (a)** | Not applicable. |
| **ITB 22.1** | In addition to the original of the bid, the number of copies is**: 1 (one) printed copy and 1 (one) electronic copy on a CD or USB flash** (all documents in PDFformat apart from the Form **Price Schedules with technical specification which should be in Excel format and PDF format**). |
| **ITB 22.2** | Written confirmation of authorization for signing on behalf of the Bidder consists of: Power of attorney issued by an authorized person listed as such in the Company Registration Certificate kept by the competent state authority.  In case of Joint Venture, all members shall authorize by Power of Attorney the Lead member to sign the Bid on their behalf. |
| **ITB 23.1** | Instructions for packing documents - the bidders shall submit their bids in the original and a copy.  **The bidders shall attach the documents in order as follows:**   1. Written confirmation of authorization for signing on behalf of the Bidder (Power of Attorney). In case of Joint Venture all members shall authorize the Lead member to sign the Bid on their behalf. 2. Bidder Information, 3. Joint Venture Partner Information Form, 4. Letter of intent on forming the Joint Venture/Consortium Bid Submission form 5. Price Schedule Form with Technical Specifications 6. Bid Security 7. Covenant of Integrity, Social and Environmental Covenant (in case of JV, both submitted and signed by all JV members) and 8. Other documents defined by the Bidding Documents. |
|  | **D. Submission and Opening of Bids** |
| **ITB 23.1** | Bidders **do not** have the option of submitting their bids electronically. |
| **ITB 23.1 (c)** | Bidder shall be disqualified if it participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid. |
| **ITB 23.1 (b)** | **Not applicable** |
| **ITB 23.2 (c)** | The envelopes shall bear the following additional identification marks:  **1. BID FOR PROCUREMENT OF FURNITURE for the needs of the Centers of Excellence of the University of Kragujevac, No. RID-S/IOP2-2023** |
| **ITB 24.1** | **For bid submission purposes only, the Contracting authority’s address is:**  **Attention:** Public Sector Projects Implementation Unit Ltd. Belgrade  **Address:** Veljka Dugoševića 54  **Floor:** Fifth floor/Registry office  **City:** Belgrade  **ZIP/Postal code:** 11000  **Country:** The Republic of Serbia  **The deadline for bid submission is:**  **Date: 14.06.2024.**  **Time: no later than 11:00 am by local time** |
| **ITB 27.1** | **The bid opening shall take place at the following address:**  Public Sector Projects Implementation Unit Ltd. Belgrade  **Address:** Veljka Dugoševića 54  **Floor:** Fifth floor  **City:** Belgrade  **ZIP/Postal code:** 11000  **Country:** The Republic of Serbia  **Date: 14.06.2024.**  **Time: at 12:00 pm by local time** |
|  | **E. Evaluation and Comparison of Bids** |
| **ITB 33.2** | The Contracting authority may request that the Bidder provide inspection samples for the bid and submit any additional documentation necessary for evaluating the technical aspects of the bid, but no amendment to the substance of the bid or to the price can be accepted after the bid opening. |
| **ITB 34.1** | Evaluation and comparison of bids shall be conducted in the currency of the bid (EUR).  The source of exchange rate is:[**http://www.nbs.rs**](http://www.nbs.rs)  The date of exchange rate determination is**: deadline for the receipt of bids as specified for ITB Clause 24.1, unless otherwise specified in the Bidding Document.** |
| **ITB 35.3(a)** | Goods/services and amounts (quantities) are not to be divided.  The stated prices refer to items and amounts (quantities).  Bid not containing all requested items and amounts and bids where the items and/or amounts are marked with 0, /, -, etc. shall be considered as non-responsive.  Bids where the Price Schedule (Pricelist) shows items listed but not priced shall be  rejected.  The Bid has to satisfy the requirements set in the Bidding Document. This includes all items and all components of services defined in Section VI. |
| **ITB 35.6** | **Not applicable** |
| **ITB 37.2** | **The Contracting authority is allowed to request the Bidder to submit additional documentary evidence of the Bidder’s qualifications,** **but no amendment to the tender or to the price can be accepted after the bid opening.** |
|  | **F. Award of Contract** |
| **ITB 40.1** | Percentage for quantity increase or decrease: The Contracting authority reserves the right to vary quantities specified in the bid by +/- 100 % at the time of contract performing. The total value of the supplies may not, as a result of the variation rise or fall by more than 15 % of the original financial offer in the bid. The unit prices quoted in the bid shall be used. |
| **ITB 41.2** | Contract shall not be signed prior to the expiration of the standstill period. Standstill period is ten (10) calendar days. Standstill period commences on the day after the date when the Contracting authority publishes the Notification of Intention to Award the Contract - Decision on Contract Award on its website (www.piu.rs).  In accordance with Article 149 of Serbian Public Procurement Law ("Off. Herald of RS", No. 91/2019 and 92/2023), Tenderers are entitled to insight into documents on conducted procurement procedure after rendering Notification of Award or Decision on Cancellation of the procedure, whereof they may file a written request to the Contracting authority. Contracting authority shall enable Tenderer to have insight into and copy documents from the procedure, at the Tenderer’s expense, within a period of two days from the day of receipt of written request. |
| **ITB 41.3** | 41.3.1 All complaints related to the procurement procedure, i.e. to the Notification of Award or Decision on suspension of procurement procedure, shall be submitted in the standstill period on Public Procurement Portal:  https://jnportal.ujn.gov.rs  Upon the received complaint the Contracting authority notifies the European Investment Bank and delivers the copies of the complaints. All complaints are to be submitted in Serbian and English language.  In accordance with the Law on the Confirmation of the Contract on Amendments to the Financing Agreement 23.761, 24.745, 25.002, 25.198, 25.497, 25.610, 25.872, 81.657 and 82.640 between the Republic of Serbia and the European Investment Bank, signed on October 27th, 2017 in Luxembourg and On November 1st, 2017 in Belgrade, Article 6.04 (Procurement Procedure) of the Financial Contract was amended and the following applies:  "Checking the procedure according to legal remedies, as provided for in Serbian law, will be available to any party that has an interest in obtaining a particular contract and which has been damaged or is at risk of being harmed by the alleged violation." |
| **ITB 41.3** | **41.3.2.** **Deadlines and manner of submitting requests for protection of rights**  41.3.2.1 A request for the protection of rights may be submitted by the business entity, interested person or Tenderer who had or has an interest in awarding the contract and who indicates that he, because of Contracting authority`s actions contrary to the articles of bidding documents, has suffered or could suffer damage due to contract award contrary to the articles of bidding documents (hereinafter: the Applicant).  The request for protection of rights is submitted electronically through the Public Procurement Portal to the contracting authority/entity and the Republic Commission for protection of rights in public procurement procedures (hereinafter: Republic Commission) via  <https://jnportal.ujn.gov.rs>  Bidders must be registered on the Public Procurement Portal (upper right corner – Register). After logging in to the portal, users (bidders) select option **My activity** from the Menu on the left side. A drop-down menu opens from which bidders select the option **New complaint (if procurement is not provisioned through Portal)**.  Steps to register:   1. Select the "Registration" button in the upper right corner and choose how you want to register   A screenshot of a computer  Description automatically generated   1. Registration of "Company" or "Entrepreneur" 2. Enter the requested information about the entity   A screenshot of a chat  Description automatically generated   1. Enter the requested information about the user   A screenshot of a computer  Description automatically generated  Note: When registering a Natural person, you only enter user data   1. After registration, select "My activity" - New Complaint (if the procurement is not provisioned through Portal)   A screenshot of a computer  Description automatically generated  41.3.2.2 The request for protection of rights disputing the Contracting authority’s actions regarding the type of the procedure, the content of the Public Invitation or the Bidding Documents will be considered timely if received no later than 3 (three) days before the expiration of the deadline for submission of Bids, regardless of the manner of delivery.  41.3.2.3 A Request for the protection of rights disputing the Contracting authority`s actions undertaken after the expiration of the deadline for submission of bids, or appeal shall be submitted no later than 10 (ten) calendar days after the commencement of standstill period.  After the expiration of deadline for submission of a request for protection of the rights, the Applicant isn’t allowed to amend a request by declaring a reasons related to actions which are subject of disputing in submitted Request or disputing other actions of Contracting authority of which the Applicant was or could have been aware of prior to expiration date for submission of request for protection of the rights from subclause 41.3.2.2 and 41.3.2.3, and which were not stated in the Request.  41.3.2.4 The Request for the protection of rights cannot dispute the actions of the Contracting authority taken in the procurement procedure if the Applicant was or might have been aware of the reasons for its submission before the expiration of the deadline from sub-clause 41.3.2.2 and 41.3.2.3, and the Applicant did not submit it before the expiry of the that deadline.  If the Request for protection of rights is submitted in the procurement procedure again by the same Applicant, no action by the Contracting authority can be disputed in that request for which the Applicant has known or could have known at the time of submission of a prior request.  41.3.2.5 The Contracting authority publishes a notice about the submitted request for protection of the rights the following day from the date of receipt of the request for protection of rights.  After the submitted Request for protection of rights, the Contracting authority implements or stops further activities in the procurement procedure.  41.3.2.6 ***The Applicant is obliged to pay the fee to the following account***:  Detailed instructions for paying the fee for submitting a request for the protection of rights can be found at the following links:  <https://kjn.rs/taksa-za-podnosenje-zzp/>  <https://kjn.rs/en/instructions-for-fee-payment/>  The Applicant is obliged to pay the fee in the amount of 120.000 RSD (in EUR at the middle exchange rate of the NBS on the day of submitting the request) to the account of the budget of the Republic of Serbia, if the request for protection of rights is submitted in accordance with subclause 41.3.2.2 regardless the estimated value of procurement.  If the request for protection of rights is submitted in accordance with subclause 41.3.2.3 the Applicant is obliged to pay to the account of the budget of the Republic of Serbia, the following amount of fee:  - 120.000 RSD if the estimated value is not higher than 120.000.000 RSD (in EUR at the middle exchange rate of the NBS on the day of submitting the request);  - 120.000 RSD if the sum of estimated values of all disputed lots is not higher than 120.000.000 RSD (in EUR at the middle exchange rate of the NBS on the day of submitting the request), in case the procurement is formed in lots;  - 0,1% of the estimated value of procurement, if that value is higher than 120.000.000 RSD (in EUR at the middle exchange rate of the NBS on the day of submitting the request), to the maximum amount of 1.200.000 RSD;  - 0,1% of the sum of estimated value of all disputed lots if the procurement is formed in lots, if that value is higher than 120.000.000 RSD (in EUR at the middle exchange rate of the NBS on the day of submitting the request), to the maximum amount of 1.200.000 RSD;  The procedure for the protection of rights is regulated by the provisions of this tender documents and Art. 204 - 229 of the Law on Public Procurement ("Official Gazette of RS, No. 91/2019 and 91/2023), and the special authority of the Republic Commission for Protection of Rights in Public Procurement Procedures, Article 230 to 235 of the Law on Public Procurement. |
| **ITB 42.3** | 42.3.1.In the case of a JV/Consortium, the successful Bidder is obliged to submit a signedAgreement on forming Joint Venture/Consortium, in accordance with ITB Sub-Clause 4.1. along with signedAgreement and the Special Conditions of Contract.  42.3.2. In case that successful Bidder entrusts a part of the contract to a subcontractor, the formal agreement between the bidder and subcontractor should be submitted along with signed Agreement and the Special Conditions of Contract. |

Section III. Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Contracting authority shall use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

**Contents**

1. Evaluation (ITB 35.3 (d))

2. Qualification Requirements (ITB 37.2)

**1. Evaluation Criteria (ITB 35.3 (d))**

The Bid evaluation criterion is "lowest price of the compliant and technically responsive tender".

The Bids will then be ranked from the lowest to the highest offered price. The Bid with the lowest offered price is the most favourable one.

In a situation where there are two or more bids with the same lowest offered price, the Contracting authority shall make selection based on following criteria:

In case of two or more bids with the equal lowest offered price, the advantage shall be given to the Bidder who offers shorter delivery lead time. The Contracting authority may reject as nonresponsive a bid that exceeds the estimated value of the public procurement or the available funds.

**2.** **Qualification Requirements (ITB 37.2)**

After determining the lowest evaluated bid in accordance with ITB Sub-Clause 36.1, the Contracting authority shall carry out the qualification of the Bidder in accordance with ITB Clause 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

* + 1. **Legal Capability – mandatory conditions**

**All legal and natural persons who meet the following mandatory requirements for participation in the procurement procedure:**

1. It is registered with the competent body;
2. the economic operator and representative in the period of the previous five years up to the date of expiry of the time limit for submission of tenders, has not been convicted by the final judgment, unless where different period of exclusion from the participation in the public procurement procedures has been set by the final judgment for:
   1. the criminal offense committed as a member of an organised criminal group and criminal offense of organising for the purpose of committing criminal offenses;
   2. the criminal offense of abuse of the position of the responsible person, the criminal offense of misconduct in connection with public procurement, the criminal offense of taking bribe in performing an economic activity, the criminal offense of giving bribe in performing an economic activity, the criminal offense of abuse of official position, the criminal offense of trafficking in influence, the criminal offense of accepting bribe and the criminal offense of bribery; the criminal offense of fraud, the criminal offense of obtaining and using the loan and other benefits, the criminal offense of fraud in performing an economic activity and the criminal offense of tax evasion; the criminal offense of terrorism, criminal offense of public incitement to commit terrorist acts, the criminal offense of recruitment and training for the commission of terrorist acts and the criminal offense of terrorist association; the criminal offense of money laundering and the criminal offense of financing terrorism; the criminal offense of trafficking in human beings and the criminal offense of establishing a slavery relation and transportation of persons in slavery relation
3. It has settled due taxes and contributions for compulsory social insurance or that the payment of debt has been postponed, in accordance with a special regulation, under a binding agreement or decision, including any interests accrued and fines;
4. The economic operator has not in the period of the previous two years up to the date of submission of tenders, violated applicable obligations in the area of the environmental protection, social and labour law, including collective agreements, and in particular the obligation to disburse the contracted wages, or other compulsory payments, including obligations in accordance with the provisions of the international conventions in the above areas;
5. There is no conflict of interest, within the meaning of the clause 4.2. – Section I, Instructions to Bidders;
6. That the economic operator has not undertaken to unduly influence the decision-making process of the contracting authority/entity or obtain confidential information that may confer upon its undue advantage in the public procurement procedure or to has provided misleading information that may have effect on decisions concerning the exclusion of economic operator, the selection of an economic operator or the award of a contract.
7. Economic operator shall be excluded from procurement procedure if:
   1. Within the period of previous three years from the date of the bid submission deadline, has not fulfilled the obligations from previously signed procurement contracts or previously signed concession contracts, which resulted with termination of contract, encashment of contract security (guarantees, bill of exchange etc.), damage compensation etc.
   2. In the procurement procedures, within the period of three previous years from the date of the bid submission deadline, has submitted false information necessary for evaluation of the reasons for exclusion or qualification criteria of economic operator or has not been in the condition to submit qualification criteria evidences for qualitative selection of economic operator, if the statement on fulfilment of qualification criteria was used as an evidence.

**Documentary evidences:**

Tenderer proves fulfilment of requirements by providing Statements of compliance with mandatory requirements in accordance with Form: Bidder’s Statements of compliance with mandatory requirement (Form: Subcontractor’s Statements of compliance with mandatory requirement).

The mandatory requirements also apply to all members of the joint venture / consortium and all subcontractors, i.e. the mandatory requirements must be fulfilled by all members of the joint venture / consortium, i.e. all subcontractors.

The above-mentioned Form: Bidder’s Statements of compliance with mandatory requirements must be signed by the authorised person of each tenderer from the group of tenderers. If it is signed by a person who is not entered in the register as a person authorized to represent, it is necessary to submit the authorisation for signing with the offer.

If the tenderer submits an offer with a subcontractor, the tenderer is obliged to submit Statement of the subcontractor, signed by the subcontractor’s authorised person Form: Subcontractor’s statement of compliance with mandatory requirements.

The bidder may entrust a part of the contract to a subcontractor. The Bidder shall, inter alia, list the subcontractor’s name and part of the tender to be entrusted to the subcontractor.

Prior to making a contract award decision, the Contracting authority may request from the tenderer, whose bid was evaluated as the most favourable, to submit for inspection the original or a certified copy of all or some evidence of fulfilment of mandatory requirements.

If the Bidder does not submit the original or a certified copy of the required documents within the period specified by the Contracting authority, which may not be less than 5 days, the Contracting authority shall reject the bid.

If the Bidder does not submit any of the documents as evidence for fulfilment of qualification requirement, the Contracting authority shall not reject the bid if the tenderer has provided a website where information can be found that is the essence of the required documents.

Bidder, from the Contracting authority’s country, registered in the Serbian Registry of tenderers, maintained by the Serbian Business Registers Agency, is not obligated to supply proofs referred to in subclasses 1 to 3.

If the state in which the Bidder has headquarters does not issue the documents proving the fulfilment of the abovementioned obligatory qualification conditions, the bidder along with the adequate explanation, submits the equivalent documents, in accordance with the legislation of the country in which the headquarters are.

If the state in which the Bidder has headquarters does not at all issue the documents proving the fulfilment of the abovementioned obligatory qualification conditions, the bidder can, along with the adequate explanation, instead of the evidence, submit his written statement, made under criminal and material liability certified by a judicial or administrative authority, a public notary or other competent authority of that state.

**Furthermore, any Bidder under the above situation may provide evidence to the effect that measures taken by the Bidder are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion. If such evidence is considered as sufficient, the Bidder concerned shall not be excluded from the procurement procedure.**

**All above provisions that relate to conditions and documentary evidences for fulfilment of** **the Legal Capability - mandatory conditions, apply to all members of a joint venture/consortium, as well as to the subcontractors.**

Bidder shall be disqualified if participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid.

**Additional criteria for qualification of Bidders – additional conditions:**

* + 1. **Financial Capability**

**1. Liquidity**

**Bidders submitting their Bids must not have had any registered blockade of their account in the last 2 (two) years preceding the day of the publication of the Procurement Notice.**

**Evidence:** A certificate from the competent institution (the body that keeps a register of companies, central bank or the commercial bank of the bidder) issued after the announcement of the Public Invitation.

**This provision applies to all members of a joint venture/consortium, as well as to the subcontractors.**

**2. Bankruptcy and liquidation**

**That no bankruptcy or liquidation procedure, as well as previous bankruptcy procedure has been initiated against the Bidder at the moment of publishing the Public Invitation.**

**Evidence**: A certificate from the competent institution, issued upon the publishing of the Procurement Notice, that Tenderer is not in the proceedings of bankruptcy or liquidation, as well as the previous bankruptcy proceedings.

**This provision applies to all members of a joint venture/consortium, as well as subcontractors.**

**3. Business revenue**

(a) **Minimum total revenue for the last 3 (three) years (2020, 2021, 2022), converted in EUR according to the middle exchange rate of the NBS (**[**https://nbs.rs/en/finansijsko\_trziste/medjubankarsko-devizno-trziste/kursna-lista/na-zeljeni-dan/index.html**](https://nbs.rs/en/finansijsko_trziste/medjubankarsko-devizno-trziste/kursna-lista/na-zeljeni-dan/index.html)**) at the end of reporting period, which is no less than: 2.100.000,00 EUR**

**Evidence:** It is necessary to submit:

* FIN form Total annual revenue
* Profit and Loss Statement (Income statement)or Solvency report – form BON-JN which is issued by the Business Registers Agency for resident bidders i.e. Profit and Loss Statement (Income statement)or Solvency report of the competent authority, for non-resident bidders containing the income statements for the last 3 (three) years (2020, 2021, 2022).

**In the case of a bid submitted by a consortium/joint venture, the members of the consortium/joint venture jointly fulfil this qualification criterion.**

**Bidder may fulfil the mentioned qualification criteria through Subcontractors.**

**(c) Business Capability**

**Contracts (at least two) for the supply and delivery of furniture that were successfully completed in the period from 01.01.2020. until the submission deadline:**

**Total value no less than 2.000.000,00 EUR.**

Successfully completed means fulfilment of the obligations agreed in a contract in the quality and quantity performance measures.

**Evidence:** Copies of Contracts and Investor certificates (please refer to Form – Investor certificate) or equivalent.

**In the case of a bid submitted by a consortium/joint venture, the members of the consortium/joint venture jointly fulfil this qualification criterion.**

**Bidder may fulfil the mentioned qualification criteria through Subcontractors.**

**Only the portion of the works carried on by the member/subcontrator shall be calculated.**

* + 1. **Personnel Capability**

**That the Bidder, in the month preceding the month of publication of the Procurement Notice, has employed at least: 15 persons, of which 12 persons are employees, employed as assemblers and 3 persons as commercialists, i.e. sales agents.**

**Evidence:** Certificate or excerpt from the Central registry of compulsory social security, for resident Bidders, i.e. certificate or excerpt from the competent institution of the state of the Bidder for non-resident Bidders, for the month preceding the month of publication of the Procurement Notice\*, employment contracts or non-employment contracts.

**In the case of a consortium/joint venture, the consortium members jointly meet the given criteria.**

**Bidder may fulfil the mentioned qualification criteria through Subcontractors.**

* + 1. **Certifications, standards and licences**

**The Bidder shall hold the following professional certificates:**

**a) ISO 9001:2015 or equivalent**

**Evidence:** Copy of the requested certificate or equivalents

**In case of Consortium/Joint Venture, the Leading member of the Consortium/Joint Venture must fulfil this qualification criteria.**

**Note:**

If the state in which the Bidder has headquarters does not issue the documents proving the fulfilment of the abovementioned additional qualification requirements, the Bidder along with the adequate explanation, submits the equivalent documents, in accordance with the legislation of the country in which the headquarters are.

If the state in which the Bidder has headquarters does not at all issue the documents proving the fulfilment of the additional qualification requirements, the Bidder can, along with the adequate explanation, instead of the evidence, submit his written statement, made under criminal and material liability certified by a judicial or administrative authority, a public notary or other competent authority of that state.

|  |
| --- |
| Section IV. Bidding Forms |

**Table of Forms**

Bidder Information Form 53

Joint Venture Partner Information Form 54

Subcontractor Information Form 55

Bidder's Statements of Compliance with Mandatory Requirement Form 56

Subcontractor’s Statements of Compliance with Mandatory Requirement Form 58

Bid Submission Form 60

Price Schedule Form 62

Bid Security 63

FIN Form – Total Annual Revenue 64

Form – Investor Certificate 65

Manufacturer’s Authorization Error! Bookmark not defined.

Covenant of Integrity 66

Environmental and Social Covenant 68

Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]

ICB No: **RID-S/IOP2-2023**

|  |
| --- |
| 1. Bidder’s Legal Name *[insert Bidder’s legal name]* |
| 2. In case of JV, legal name of each party: *[insert legal name of each party in JV]* |
| 3. Bidder’s actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 4. Bidder’s Year of Registration: *[insert Bidder’s year of registration]* |
| 5. Bidder’s Legal Address in Country of Registration: *[insert Bidder’s legal address in country of registration]* |
| 6. Bidder’s Authorized Representative Information - person duly authorized to sign on behalf of the Bidder  Name: *[insert Authorized Representative’s name]*  Address: *[insert Authorized Representative’s Address]*  Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]*  Email Address: *[insert Authorized Representative’s email address]* |
| 7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*   Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.   * In case of Joint Venture/Consortium, Letter of intent on forming the Joint Venture/Consortium in accordance with ITB Sub-Clause 11.1 (h). * In case of government owned entity from the Contracting authority’s country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.4. |

Joint Venture Partner Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below].*

Date: *[insert date (as day, month and year) of Bid Submission*]

ICB No: **RID-S/IOP2-2023**

|  |
| --- |
| 1. Bidder’s Legal Name: *[insert Bidder’s legal name]* |
| 2. JV’s Party legal name: *[insert JV’s Party legal name]* |
| 3. JV’s Party Country of Registration: *[insert JV’s Party country of registration]* |
| 4. JV’s Party Year of Registration: *[insert JV’s Part year of registration]* |
| 5. JV’s Party Legal Address in Country of Registration: *[insert JV’s Party legal address in country of registration]* |
| 6. JV’s Party Authorized Representative Information  Name: *[insert name of JV’s Party authorized representative]*  Address: *[insert address of JV’s Party authorized representative]*  Telephone/Fax numbers: *[insert telephone/fax numbers of JV’s Party authorized representative]*  Email Address: *[insert email address of JV’s Party authorized representative]* |
| 7. Attached are copies of original documents of:*[check the box(es) of the attached original documents]*   Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.   * In case of government owned entity from the Contracting authority’s country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.4. |

Subcontractor Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission*]

ICB No: **RID-S/IOP2-2023**

|  |
| --- |
| 1. Subcontractor’s Legal Name *[insert Subcontractor’s legal name]* |
| 2. Subcontractor’s actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 3. Subcontractor’s Year of Registration: *[insert Subcontractor’s year of registration]* |
| 4. Subcontractor’s Legal Address in Country of Registration: *[insert Subcontractor’s legal address in country of registration]* |
| 5. Subcontractor’s Authorized Representative Information - person duly authorized to sign on behalf of the Subcontractor  Name: *[insert Authorized Representative’s name]*  Address: *[insert Authorized Representative’s Address]*  Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]*  Email Address: *[insert Authorized Representative’s email address]* |
| 6. Part of the contract that the bidder intends to entrust to the subcontractor (by subject/quantity and value/percentage) |
| 7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*   Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. |

Bidder's Statements of Compliance with Mandatory Requirement Form

Under full material and criminal responsibility, as a representative of the bidder, I give the following

S T A T E M E N T

Bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert name of bidder] in the procurement procedure - **Procurement of furniture for for the needs of the Centers of Excellence of the University of Kragujevac, No. RID-S/IOP2-2023**, meets the MANDATORY requirement defined by the tender documentation for the procurement in question, as follows:

* It is registered with the competent body;
* the economic operator and representative in the period of the previous five years up to the date of expiry of the time limit for submission of tenders, has not been convicted by the final judgment, unless where different period of exclusion from the participation in the public procurement procedures has been set by the final judgment for:
  + the criminal offense e committed as a member of an organised criminal group and criminal offense of organising for the purpose of committing criminal offenses;
  + the criminal offense of abuse of the position of the responsible person, the criminal offense of misconduct in connection with public procurement, the criminal offense of taking bribe in performing an economic activity, the criminal offense of giving bribe in performing an economic activity, the criminal offense of abuse of official position, the criminal offense of trafficking in influence, the criminal offense of accepting bribe and the criminal offense of bribery; the criminal offense of fraud, the criminal offense of obtaining and using the loan and other benefits, the criminal offense of fraud in performing an economic activity and the criminal offense of tax evasion; the criminal offense of terrorism, criminal offense of public incitement to commit terrorist acts, the criminal offense of recruitment and training for the commission of terrorist acts and the criminal offense of terrorist association; the criminal offense of money laundering and the criminal offense of financing terrorism; the criminal offense of trafficking in human beings and the criminal offense of establishing a slavery relation and transportation of persons in slavery relation
* It has settled due taxes and contributions for compulsory social insurance or that the payment of debt has been postponed, in accordance with a special regulation, under a binding agreement or decision, including any interests accrued and fines;
* The economic operator has not in the period of the previous two years up to the date of submission of submission of tenders, violated applicable obligations in the area of the environmental protection, social and labour law, including collective agreements, and in particular the obligation to disburse the contracted wages, or other compulsory payments, including obligations in accordance with the provisions of the international conventions in the above areas;
* There is no conflict of interest, within the meaning of the clause 4.2. – Section I, Instructions to Bidders;
* That the economic operator has not undertaken to unduly influence the decision-making process of the contracting authority/entity or obtain confidential information that may confer upon it undue advantage in the public procurement procedure or to has provided misleading information that may have effect on decisions concerning the exclusion of economic operator, the selection of an economic operator or the award of a contract;
* Within the period of previous three years from the date of the bid submission deadline, has not fulfilled the obligations from previously signed procurement contracts or previously signed concession contracts, which resulted with termination of contract, encashment of contract security (guarantees, bill of exchange etc.), damage compensation etc.
* In the procurement procedures, within the period of three previous years from the date of the bid submission deadline, has submitted false information necessary for evaluation of the reasons for exclusion or qualification criteria of economic operator or has not been in the condition to submit qualification criteria evidences for qualitative selection of economic operator, if the statement on fulfilment of qualification criteria was used as an evidence.

**Furthermore, any Bidder under the above situation may provide evidence to the effect that measures taken by the Bidder are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion. If such evidence is considered as sufficient, the Bidder concerned shall not be excluded from the procurement procedure.**

|  |  |  |
| --- | --- | --- |
| In:  Date: |  | Signature of the authorised representative |
|  |  |  |

Subcontractor’s Statements of Compliance with Mandatory Requirement Form

Under full material and criminal responsibility, as a representative of the bidder, I give the following

S T A T E M E N T

Subcontractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert name of subcontractor] in the procurement procedure - **Procurement of furniture for the needs of the Centers of Excellence of the University of Kragujevac, No. RID-S/IOP2-2023**, meets the MANDATORY requirement defined by the tender documentation for the procurement in question, as follows:

* It is registered with the competent body;
* the economic operator and representative in the period of the previous five years up to the date of expiry of the time limit for submission of tenders, has not been convicted by the final judgment, unless where different period of exclusion from the participation in the public procurement procedures has been set by the final judgment for:
  + the criminal offense e committed as a member of an organised criminal group and criminal offense of organising for the purpose of committing criminal offenses;
  + the criminal offense of abuse of the position of the responsible person, the criminal offense of misconduct in connection with public procurement, the criminal offense of taking bribe in performing an economic activity, the criminal offense of giving bribe in performing an economic activity, the criminal offense of abuse of official position, the criminal offense of trafficking in influence, the criminal offense of accepting bribe and the criminal offense of bribery; the criminal offense of fraud, the criminal offense of obtaining and using the loan and other benefits, the criminal offense of fraud in performing an economic activity and the criminal offense of tax evasion; the criminal offense of terrorism, criminal offense of public incitement to commit terrorist acts, the criminal offense of recruitment and training for the commission of terrorist acts and the criminal offense of terrorist association; the criminal offense of money laundering and the criminal offense of financing terrorism; the criminal offense of trafficking in human beings and the criminal offense of establishing a slavery relation and transportation of persons in slavery relation
* It has settled due taxes and contributions for compulsory social insurance or that the payment of debt has been postponed, in accordance with a special regulation, under a binding agreement or decision, including any interests accrued and fines;
* The economic operator has not in the period of the previous two years up to the date of submission of submission of tenders, violated applicable obligations in the area of the environmental protection, social and labour law, including collective agreements, and in particular the obligation to disburse the contracted wages, or other compulsory payments, including obligations in accordance with the provisions of the international conventions in the above areas;
* There is no conflict of interest, within the meaning of the clause 4.2. – Section I, Instructions to Bidders.;
* That the economic operator has not undertaken to unduly influence the decision-making process of the contracting authority/entity or obtain confidential information that may confer upon it undue advantage in the public procurement procedure or to has provided misleading information that may have effect on decisions concerning the exclusion of economic operator, the selection of an economic operator or the award of a contract. Within the period of previous three years from the date of the bid submission deadline, has not fulfilled the obligations from previously signed procurement contracts or previously signed concession contracts, which resulted with termination of contract, encashment of contract security (guarantees, bill of exchange etc.), damage compensation etc.
* In the procurement procedures, within the period of three previous years from the date of the bid submission deadline, has submitted false information necessary for evaluation of the reasons for exclusion or qualification criteria of economic operator or has not been in the condition to submit qualification criteria evidences for qualitative selection of economic operator, if the statement on fulfilment of qualification criteria was used as an evidence.

**Furthermore, any Subcontractor under the above situation may provide evidence to the effect that measures taken by the Bidder are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion. If such evidence is considered as sufficient, the Bidder concerned shall not be excluded from the procurement procedure.**

|  |  |  |
| --- | --- | --- |
| In:  Date: |  | Signature of the authorised representative |
|  |  |  |

Bid Submission Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No: **RID-S/IOP2-2023**

To: **Public Sector Projects Implementation Unit Ltd. Belgrade,** **No.22-26 Nemanjina Street, 11000 Belgrade, Republic of Serbia**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including all Addenda issued in accordance with the Instructions to Bidders*;*
2. We offer to supply, in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements, the following Goods: *(insert name and the number of the procurement)*
3. The total price of our Bid is:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR *(write in numbers and letters*)

Advance payment amounts (up to 30% of the offered price): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR (write in numbers and letters).

The bidder is not obliged to ask for an advance payment.

Total price of our bid is DDP + *unload* (in accordance with the INCOTERMS 2020) and as per ITB 14.6.

For the Bidders from the Contracting authority’s Country who expressed the bid prices in the currency of the European Economic and Monetary Union, payable in dinars to the middle exchange rate of the National Bank of Serbia on the date of issuing of invoice/proforma invoice to the extent mandatory by local law.

1. Related Services and Completion Schedule in accordance with Bidding Documents.
2. Delivery deadline: 90 days
3. Our bid shall be valid for the period of time:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(no less than 120 days from bid submission date as per ITB 24.1), during which our Bid shall remain valid, and that period shall be calculated from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
4. Should our bid be accepted, we commit to submit a Performance security and Warranty Period Guarantee in accordance with ITB Clause 43 and GCC and SCC Clause 17 for the due performance of the Contract;
5. We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
6. Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Bank, in accordance with ITB Sub-Clause 2.3. and 4.3;
7. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert signature of person whose name and capacity are shown]*

In the capacity of \_\_\_\_\_\_\_*[insert ownership of person signing the Bid Submission Form]*

Name: \_\_\_\_\_\_\_\_\_\_\_\_ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_ *[insert complete name of Bidder]*

Day \_\_\_\_\_\_\_\_\_\_\_\_ month \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ *[insert date of signing]*

Price Schedule Form

***Price Schedule Table is given as separate file – Form Price Schedule with technical specification that should be filled in and submitted by the Bidder, in writing and electronically, altogether with the Bid Submission Form.***

All pages of the *Form:* *Price Schedule* containing unit prices, must be signedby the person or persons signing the bid.

All items procured under this Contract will be exempt of import duties and taxes payable on imported goods and the value added tax on locally supplied goods.

Prices for delivered goods will be quoted DDP + Unloaded (Delivered Duty Paid + Unloaded), however import duties and taxes payable on imported goods and value added tax or similar taxes on locally supplied goods shall be excluded in the offered price by the bidders as the project is exempted from such taxes. No import duties and taxes payable on imported goods and the value added tax or similar taxes on locally supplied goods will be applicable for any tenderer.

Bid Security

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
[Bank’s Name, and Address of Issuing Branch or Office]*

**Beneficiary:** Public Sector Projects Implementation Unit Ltd. Belgrade, 22-26 Nemanjina St., 11000 Belgrade, TIN: 106729004, ID No: 20668890

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid no. *[number of the Bid]* dated *[date of the Bid]* (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. *[ICB number]* (“the ICB”).

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of the Bank]* hereby irrevocably, unconditionally and at first call undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) related to the conditions of the tender without remark or explanation, or without the need to prove or show the grounds or reasons of your request or the amount stated in it.

This guarantee shall expire no later than *[insert day], [insert month], [insert year]* any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

Date ………………………………….

Signature…………………………......

FIN Form – Total Annual Revenue

|  |
| --- |
| Name of the Bidder or partner in Consortium / Joint Venture |

*All companies acting independently and all partners in the consortium / joint venture are required to fill in the information in this form. The submitted information is the annual business income of the Bidder (or each individual member of the consortium / joint venture), converted into euros, at the middle exchange rate of the NBS on the last day of the reporting period.*

*Use a separate sheet for each individual partner in the consortium / joint venture*

|  |  |  |
| --- | --- | --- |
| *Data on the annual revenue* | | |
| *Year* | *Business revenue* | *Counter value in EUR* |
| 2020 |  |  |
| 2021 |  |  |
| 2022 |  |  |

|  |
| --- |
| Signature: . . . . . . . . . . . . . . . . . . . . . . . . . . Date: . . . . . . . . . . . . . . . . . . . |
|  |

Form – Investor Certificate

### **Details of Contract of Similar Nature and Complexity**

|  |
| --- |
| Name of Bidder or partner in consortium/JV |

***Use a separate sheet for each contract.***

|  |  |  |
| --- | --- | --- |
| 1. | Number of the contract |  |
| 2. | Name of the contract - subject of the contract | |
| 3. | Country | |
| 4. | Name of the Contracting authority | |
| 5. | Address of the Contracting authority | |
| 6. | Nature of works and particular characteristics relevant for the contract for which the Bidder wishes to prequalify | |
| 7. | Contract role (check one)  🞏 Sole Contractor 🞏 Leading Partner in JV/Consortium | |
| 8. | Value of the total contract estimated in EUR | |
| 9. | The value of the bidder’s participation estimated in EUR | |
| 10. | Date of award | |
| 11. | Date of starting | |
| 12. | Date of completion | |

Attachment – The Bidder shall submit Investor certificates and copies of contracts which are proof of information provided in this form.If necessary, theContracting authority may request additional documents in the process of bid evaluation.

Signature: . . . . . . . . . . . . . . . . . . . . . . . . . . Date: . . . . . . . . . . . . . . . . . . . . .

Covenant of Integrity

Date:\_\_\_\_\_\_, ICB No.: RID-S/IOP2-2023, Contracting authority: Public Sector Projects Implementation Unit Ltd. Belgrade

We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Conduct (as defined below) in connection with the tendering process or in the execution or supply of any works, goods or services for [specify the contract or tender invitation] (the “Contract”) and covenant to so inform you if any instance of any such Prohibited Conduct shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We shall, for the duration of the tender process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, (i) is listed or otherwise subject to EU/UN Sanctions and (ii) in connection with the execution or supply of any works, goods or services for the Contract, will act in contravention of EU/UN Sanctions. We covenant to so inform you if any instance shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

If (i) we have been, or any such director, employee, agent or joint venture partner, where this exists, acting as aforesaid has been, convicted in any court or sanctioned by any authority of any offence involving a Prohibited Conduct in connection with any tendering process or provision of works, goods or services during the five years immediately preceding the date of this Covenant, or (ii) any such director, employee, agent or a representative of a joint venture partner, where this exists, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Conduct, or (iii) we have been, or any of our directors, employees, agents or joint venture partners, where these exist, acting as aforesaid has been excluded or otherwise sanctioned by the EU Institutions or any major Multi-lateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank) from participation in a tendering procedure on the grounds of Prohibited Conduct, we give details of that conviction, dismissal or resignation, or exclusion below, together with details of the measures that we have taken, or shall take, to ensure that neither this company nor any of our directors, employees or agents commits any Prohibited Conduct in connection with the Contract [give details if necessary].

We acknowledge that if we are subject to an exclusion decision by the European Investment Bank (EIB), we will not be eligible to be awarded a contract to be financed by the EIB.

We grant [indicate the name of the Project Promoter], the European Investment Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right to inspect and copy our books and records and those of all our sub-contractors under the Contract. We accept to preserve these books and records generally in accordance with applicable law but in any case, for at least six years from the date of tender submission and in the event, we are awarded the Contract, at least six years from the date of substantial performance of the Contract.”

For the purpose of this Covenant, Prohibited Conduct has the meaning provided in the EIB’s Anti-Fraud Policy[[4]](#footnote-5).

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert signature of person whose name and capacity are shown]

In the capacity of \_\_\_\_\_\_ [insert legal capacity of person signing the Tender Submission Form]

Name: \_\_\_\_\_\_\_\_\_\_\_\_ [insert complete name of person signing the Tender Submission Form]

Duly authorized to sign the tender for and on behalf of: \_\_\_\_\_ [insert complete name of Bidder]

Dated on \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ [insert date of signing]

Note: This covenant is to be signed by all the members of consortium/joint venture individually.

Environmental and Social Covenant[[5]](#footnote-6)

Date:\_\_\_\_\_\_\_ , ICB No.: RID-S/IOP2-2023, Contracting authority: Public Sector Projects Implementation Unit Ltd. Belgrade

We, the undersigned, commit to comply with – and ensuring that all of our sub-contractors comply with – all labour laws and regulations applicable in the country of implementation of the contract, as well as all national legislation and regulations and any obligation in the relevant international conventions and multilateral agreements on environment applicable in the country of implementation of the contract.

*Labour standards*. We further commit to the principles of the eight Core ILO standards[[6]](#footnote-7) pertaining to: child labour, forced labour, non-discrimination and freedom of association and the right to collective bargaining. We will (i) pay rates of wages and benefits and observe conditions of work (including hours of work and days of rest) which are not lower than those established for the trade or industry where the work is carried out; and (ii) keep complete and accurate records of employment of workers at the site.

*Workers relations.* We therefore commit to developing and implementing a Human Resources Policy and Procedures applicable to all workers employed for the project in line with Standard 8 of the EIB’s Environmental and Social Handbook. We will regularly monitor and report on its application to [*insert name of the Contracting Authority*] as well as on any corrective measures periodically deemed necessary.

*Occupational and Public Health, Safety and Security.* We commit to (i) complying with all applicable health and safety at work laws in the country of implementation of the contract; (ii) developing and implementing the necessary health and safety management plans and systems, in accordance with the measures defined in the Project’s Environmental and Social Management Plan (ESMP) and the ILO Guidelines on occupational safety and management systems[[7]](#footnote-8); (iii) providing workers employed for the project access to adequate, safe and hygienic facilities as well as living quarters in line with the provisions of Standard 9 of the EIB’s Environmental and Social Handbook for workers living on-site; and (iv) using security management arrangements that are consistent with international human rights standards and principles, if such arrangements are required for the project.

*Protection of the Environment.* We commit to taking all reasonable steps to protect the environment on and off the site and to limit the nuisance to people and property resulting from pollution, noise, traffic and other outcomes of the operations. To this end, emissions, surface discharges and effluent from our activities will comply with the limits, specifications or stipulations as defined in relevant provisions of the Bidding Document and the international and national legislation and regulations applicable in the country of implementation of the contract.

*Environmental and social performance.* We commit to (i) submitting [*insert periodicity as indicated in the Bidding Documents*] environmental and social monitoring reports to [*insert name of the Contracting Authority*]; and (ii) complying with the measures assigned to us as set forth in the environmental permits [*insert name of the relevant document if applicable*][[8]](#footnote-9) and any corrective or preventative actions set forth in the annual environmental and social monitoring report. To this end, we will develop and implement an Environmental and Social Management System commensurate to the size and complexity of the Contract and provide [*insert name of the Contracting Authority*] with the details of the (i) plans and procedures, (ii) roles and responsibilities and (iii) relevant monitoring and review reports.

We hereby declare that our tender price as offered for this contract includes all costs related to our environmental and social performance obligations as part of this contract. We commit to (i) reassessing, in consultation with *[insert name of the Contracting Authority],* any changes to the project design that may potentially cause negative environmental or social impacts; (ii) providing *[insert name of the Contracting Authority]* with a written notice and in a timely manner of any unanticipated environmental or social risks or impacts that arise during the execution of the contract and the implementation of the project previously not taken into account; and (iii) in consultation with *[insert name of the Contracting Authority],* adjusting environmental and social monitoring and mitigation measures as necessary to assure compliance with our environmental and social obligations.

*Environmental and social staff*. We shall facilitate the contracting authority’s ongoing monitoring and supervision of our compliance with the environmental and social obligations described above. For this purpose, we shall appoint and maintain in office until the completion of the contract an Environmental and Social Management Team (scaled to the size and complexity of the Contract) that shall be reasonably satisfactory to the Contracting Authority and to whom the Contracting Authority shall have full and immediate access, having the duty and the necessary powers to ensure compliance with this Environmental and Social Covenant.

We accord the Contracting Authority and the EIB and auditors appointed by either of them, the right of inspection of all our accounts, records, electronic data and documents related to the environmental and social aspects of the current contract, as well as all those of our sub-contractors.

Name:

In the Capacity of:

Signed:

Duly authorised to

sign the Tender for

and on behalf of:

Note: This covenant is to be signed by all the members of consortium/joint venture individually.

Section V. Eligible Countries

**Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement**

In accordance with section 1.2. of the EIB`s Guide to Procurement for projects financed by European Investment Bank - edition September 2018.

Firms originating from all countries of the world are eligible to tender for works, goods and services contracts.

The Bank shall not provide or otherwise make funds available, directly or indirectly, to or for the benefit of an individual or entity that is subject to financial sanctions imposed by the EU, either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of Article 41 of the UN Charter.

In addition, individuals or firms may not be eligible to tender in application of ITB 3.1 Section I.

# PART 2 – Supply Requirements

|  |
| --- |
| Section VI. Schedule of Requirements |

**Contents**

1. Related Services and Completion Schedule 74

2. Technical Specifications 75

3. General Technical Requirements 76

1. Related Services and Completion Schedule

* Delivery period will commence on the date of the advance payment, on the day of delivery of the Performance security. **Delivery deadline is** **90 days.**
* The Project Site(s)/Final Destination(s) are:

In accordance with location stated in point 1.1 (o) SCC.

* Minimum warranty period for all system components including free service maintenance, free spare and wear parts and sources, in accordance with national legislation of the Republic of Serbia – **2 (two) years or Manufacturer's Warranty** if it is longer, unless otherwise specified in technical specification.
* Optional statement of possibilities of additional payment for the warranty, or the possibility of later expansion of the basic warranty by the Bidder (provided that it is shorter than the requested) shall not be accepted.
* Confirmation of the receipt of failure notification – **24 (twenty-four) hours**.
* Maximum period for repair and replacement from the moment of declaring – **30 (thirty) days** unless otherwise specified in technical specification.
* Required installation, mounting and testing, as well as training (if applicable) on site**.**
* The Bidder shall provide following additional goods and services: **as defined in technical specifications.**

2. Technical Specifications

All goods and materials to be incorporated in the goods must be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.

**Technical Specifications of all the items that are a consistent part of the bidding process are given and attached as a form Price Schedule with technical specification.**

Bidders are required to complete the table of the Price Schedule Form with technical specification by entering unit prices per item and by entering the information of the goods that are the subject of the Bid: name (which can contain information on producer`s name, country of origin, brand, model, type, version, etc.) and detailed descriptions of technical characteristics of offered goods which prove the compliance with required technical characteristics.

The Technical Specifications of the offered goods should be clearly identified in the supplier's Bid and stated in the Form Price Schedule with technical specification.

All pages of theForm: Price Schedulewith technical specification must be signed by the persons signing the Bid.

Allowed deviation in furniture dimension is +/-3 cm.

The succsesful bidder shall take accurate measurements on site for the custome made furniture.

The exact arrangement of the furniture is given in the document called „Drawings“.

**Site visit**

It is recomender to the Tenderer to visit the site, in order for him to gather, for his own use and at

His own responsibility, all the data which he would need for the creation of his Tender and

conclusion of the Contract. Tenderer shall bear the costs of visiting the site. When conducting site

visit, Tenderer must adhere to all health and safety measures that are in place at the time of site

visit.The tenderer and any of its personnel or suppliers will be granted permission by the Employer to

enter its premises and lands for the purpose of such visit, but only upon the explicit condition that

the tenderer, its personnel and suppliers, will release and indemnify the Employer and its personnel

and agents from and against all liability in respect thereof, and will be responsible for death or

personal injury, loss of, or damage to property, and any other losses, damage, costs, and expenses

incurred as a result of the inspection.

The site visit will take place on Маy 24th 2024.

A visit to the location can be scheduled via email [tatjana.vojvodic@piu.rs](mailto:tatjana.vojvodic@piu.rs)

3. General Technical Requirements

**Introduction**

These General Technical Requirements should be read in conjunction with the bidding document in particular with the Technical Specifications.

General technical requirement shall apply to whole items stated in technical specifications.

Should there be any conflict or inconsistency between the terms of these requirements and the technical specifications, technical specification shall prevail.

The Supplier shall be aware that supply, delivery, installation, integration and final customization must include all needed parts and accessories (e.g. tubing, cabling, special tools and lab-ware required for regular maintenance and operation) required for the supplies to be presented for acceptance fully installed, operational and ready for use in accordance with technical and the manufacturers’ specifications.

The accessories, parts and documentations used during delivery, installation, integration and customization before acceptance must therefore be anticipated and included in the offered price.

All specifications and details listed within the bid for each item are the minimum requirements and any higher specification cannot be incompatible with primary performance.

Technical Specifications of the offered goods should be clearly identified in the supplier's offer and listed in the Form Price Schedulewith technical specification.

All manufacturers’ technical literature supplied with the bid must match the Supplier's written specifications.

In the specifications offered, the supplier must clearly state the manufacturers name and the Country of origin for each item offered.

**1. Equivalency of Standards and Codes**

**1.1.** Wherever reference is made in the technical specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the current edition or revision of the relevant shall apply, unless otherwise expressly stated. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

**1.2.** All plate materials must have characteristics in accordance with the formaldehyde emission class E1.

**2. Electrical Specifications**

**2.1.** Electrical power supply shall meet the following requirements. All equipment must have internal or integrated power supplies.

**2.2.** Single Phase 220V RMS AC ± 10% 50 Hz ± 5% with earthing.

**2.3.** Three Phase 380V RMS AC ± 10% 50Hz ± 5% with earthing.

**2.4.** The quality and stability of the supplied current may undergo fluctuations of ±10 %. All equipment must be suitable for direct connection to the standard power outlets in Serbia. The type of electrical outlets generally installed in Serbia is the type with 2 (two) side mounted earthling poles (Euro Plug). Electrical plugs of equipment should be compliant with the standards of use in Serbia and fit exactly. The supplier will evaluate the supplied current, the quality of the current and the fluctuations of the current and take the necessary precautions to avoid damages to the equipment.

**3. Supplier’s Risks during installation**

The Supplier must provide necessary measures to prevent any damage during any/all delivery and installation stages.

3.1. From the time of arrival of the equipment at the delivery address, through all stages of its subsequent installation until the authorized representative of the Contracting authority or the project implementation unit has signed the Certificate or Minutes of handover and Certificate of Acceptance, the following are the Supplier’s risks:

* The risk of personal injury, death, or loss of or damage to property which are due to negligence, breach of statutory duty, use or occupation of the site for purposes of the installation works, as well as the consequences of installation works.
* The risk of damage related to the installation works.
* If the abovementioned damage occurs it must be rectified in an appropriate way by the Supplier at his own expense.

3.2. Supplier must keep the work site clean and safe against fire and/or other hazards during any/all delivery, installation and mounting stage(s) of the equipment until formal acceptance.

3.3 The supplier will be responsible for warning on any Health and Safety risks associated with equipment provided and on suitable protective measures.

**4.** **Start-up/ basic training**

**4.1** General, start-up training is foreseen for all delivered equipment. Training is organized for end users, i.e. employees appointed by end user, after the installation and testing of the equipment for all basic functions of the delivered equipment. Installation should take place immediately after delivery of equipment, unless if not otherwise agreed with end-user.

**4.2** For all items the Supplier (authorised/certified representative) shall demonstrate, to the satisfaction of the Beneficiaries and Contracting authority as part of the Acceptance procedure, sufficient demonstration-based training to ensure that equipment can be operated effectively, safely and shall explain the maintenance needs. This demonstration-based training shall be provided in accordance with sub-section Related Services and Delivery Schedule.

**4.3** User-oriented documentation should be in Serbian language. If the documentation is intended for the user in another language, it needs to be translated into Serbian. Equipment that requires instructions for use must be accompanied by appropriate documentation (user manual). User manuals are intended for everyday use.

**4.4** All activities related to the installation and maintenance services shall be performed by the authorised/certified representative.

**5. Spare Parts & Accessories & Consumables**

**5.1** The successful Suppliers will be required to guarantee availability of the spare parts during the warranty period and according to technical specification requirement.

**5.2** Supplier/Manufacturer is required to maintain a satisfactory level of spare parts/accessories/consumables stock.

**6. Installation**

**6.1** Installation means delivery to site, unpacking and assembly, testing, certification, initial setup of an item and all its components and other accessories so as to be a complete and viable set/cell/system.

**6.2** Testing should be conducted in accordance with factory instructions if any, and should include but not to be limited to:

* operation for all electrical tools and devices
* accuracy in measurements for all measurement and diagnostic tools

**6.3** All inspections and testing of equipment will take place on-site as part of the formal process of equipment acceptance. The Supplier must provide all tools and consumables as necessary to carry out the tests, but not normal utilities such as electric, water, etc. unless required in the specifications.

**6.4** Delivered equipment and installation is required to be in line with the Technical Specification.

# PART 3 - Contract

|  |
| --- |
| Section VII. General Conditions of Contract |

**Table of Clauses**

1. Definitions 82

2. Contract Documents 83

3. Fraud and Corruption 83

4. Interpretation 84

5. Language 85

6. Joint Venture, Consortium or Association 85

7. Eligibility 85

8. Notices 85

9. Governing Law 86

10. Settlement of Disputes 86

11. Scope of Supply 86

12. Delivery and Documents 86

13. Supplier’s Responsibilities 86

14. Contract Price 87

15. Terms of Payment 87

16. Taxes and Duties 87

17. Performance Security 88

18. Copyright 88

19. Confidential Information 88

20. Subcontracting 89

21. Specifications and Standards 89

22. Packing and Documents 90

23. Insurance 90

24. Transportation 90

25. Inspections and Tests 90

26. Liquidated Damages 92

27. Warranty 92

28. Patent Indemnity 93

29. Limitation of Liability 94

30. Change in Laws and Regulations 94

31. Force Majeure 94

32. Change Orders and Contract Amendments 95

33. Extensions of Time 96

34. Termination 96

35. Assignment 97

36. Export Restriction 97

**Section VII. General Conditions of Contract**

|  |  |
| --- | --- |
| 1. Definitions | 1.1 The following words and expressions shall have the meanings hereby assigned to them: “Bank” means the European Investment Bank (EIB).“Contract” means the Contract Agreement entered into between the Contracting authority and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.“Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.“Day” means calendar day.“Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.“GCC” means the General Conditions of Contract.“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Contracting authority under the Contract.“Contracting authority’s Country” is the country specified in the Special Conditions of Contract (SCC).“Contracting authority” means the entity purchasing the Goods and Related Services, as specified in the **SCC.**“Related Services” means the services incidental to the delivery of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier according to the Contract.“SCC” means the Special Conditions of Contract.“Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.“Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Contracting authority and is named as such in the Contract Agreement.“The Project Site” where applicable, means the place named in the **SCC.** |
| 1. Contract Documents | * 1. Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. |
| 1. Fraud and Corruption | 3.1 It is the Bank’s policy to require that promoters, as well as tenderers, contractors, suppliers and consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. The Bank reserves the right to take all appropriate action in order to enforce this policy.  Moreover, the Bank is committed to ensuring that its loans are used for the purposes intended and its operations are free from Prohibited Conduct (including but not limited to, fraud, corruption, collusion, coercion, obstruction, money laundering and terrorist financing.  In pursuance of this policy as set out in EIB’s Anti-Fraud Policy[[9]](#footnote-10), if it is established to the required standards that a project-related party has engaged in Prohibited Conduct in the course of a procurement process or implementation of a contract (to be) financed, the Bank:  a) May seek appropriate remediation of the Prohibited Conduct to its satisfaction;  b) May declare ineligible such project-related party to be awarded the contract; and/or  c) May withhold the Bank’s no objection to contract award and may apply appropriate  contractual remedies, which may include suspension and cancellation, unless the  Prohibited Conduct has been dealt with to the satisfaction of the Bank.  Furthermore, within the framework of its Exclusion Policy, the Bank may declare such project related party ineligible to be awarded a contract under any EIB project or to enter into any relationship with the Bank.”  3.2 The Contracting authority, the Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, have the right to inspect and copy the books and records of the tenderer, contractor, supplier or consultant in connection with any Bank-financed contract. |
| 1. Interpretation | * 1. If the context so requires it, singular means plural and vice versa.   2. Incoterms  Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of *Incoterms* specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.  * 1. Entire Agreement   The Contract constitutes the entire agreement between the Contracting authority and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.   * 1. Amendment   No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.   * 1. Nonwaiver  Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.  * 1. Severability   If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract. |
| 1. Language | * 1. The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Contracting authority, shall be written in the language specified in the **SCC.** Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.   2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier. |
| 1. Joint Venture, Consortium or Association | * 1. If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Contracting authority for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Contracting authority. |
| 1. Eligibility | * 1. The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.   2. All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| 1. Notices | * 1. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term “in writing” means communicated in written form with proof of receipt.   2. A notice shall be effective when delivered or on the notice’s effective date, whichever is later. |
| 1. Governing Law | * 1. The Contract shall be governed by and interpreted in accordance with the laws of the Contracting authority’s Country, unless otherwise specified in the **SCC.** | |
| 1. Settlement of Disputes | * 1. The Contracting authority and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.   2. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Contracting authority or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**   3. Notwithstanding any reference to arbitration herein,      1. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and      2. the Contracting authority shall pay the Supplier any monies due the Supplier. | |
| 1. Scope of Supply | * 1. The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements. | |
| 1. Delivery and Documents | * 1. Subject to GCC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.** | |
| 1. Supplier’s Responsibilities | * 1. The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12. | |
| 1. Contract Price | * 1. Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.** | |
| 1. Terms of Payment | * 1. The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**   2. The Supplier’s request for payment shall be made to the Contracting authority in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfilment of all other obligations stipulated in the Contract.   3. Payments shall be made promptly by the Contracting authority, but in no case later than forty five (45) days after submission of an invoice or request for payment by the Supplier, and after the Contracting authority has accepted it.   4. The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.   5. In the event that the Contracting authority fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Contracting authority shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award. | |
| 1. Taxes and Duties | * 1. For goods manufactured outside the Contracting authority’s Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Contracting authority’s Country.   2. For goods Manufactured within the Contracting authority’s country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Contracting authority.   3. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Contracting authority’s Country, the Contracting authority shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent. | |
| 1. Performance Security | * 1. If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the Notification of Award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**   2. The proceeds of the Performance Security shall be payable to the Contracting authority as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.   3. As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Contracting authority; and shall be in one of the formats stipulated by the Contracting authority in the **SCC,** or in another format acceptable to the Contracting authority.   4. The Performance Security shall be discharged by the Contracting authority and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.** | |
| 1. Copyright | * 1. The copyright in all drawings, documents, and other materials containing data and information furnished to the Contracting authority by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Contracting authority directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party | |
| 1. Confidential Information | * 1. The Contracting authority and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Contracting authority to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.   2. The Contracting authority shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Contracting authority for any purpose other than the performance of the Contract.   3. The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:  the Contracting authority or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;now or hereafter enters the public domain through no fault of that party;can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; orotherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.  * 1. The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.   2. The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract. | |
| 1. Subcontracting | * 1. The Supplier shall notify the Contracting authority in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.   2. Subcontracts shall comply with the provisions of GCC Clauses 3 and 7. | |
| 1. Specifications and Standards | * 1. Technical Specifications and Drawings  The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods’ country of origin.The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Contracting authority, by giving a notice of such disclaimer to the Contracting authority.Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Contracting authority and shall be treated in accordance with GCC Clause 32. | |
| 1. Packing and Documents | * 1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit.   2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Contracting authority. | |
| 1. Insurance | * 1. Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.** | |
| 1. Transportation | * 1. Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms. | |
| 1. Inspections and Tests | * 1. The Supplier shall at its own expense and at no cost to the Contracting authority carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**   2. The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods’ final destination, or in another place in the Contracting authority’s Country as specified in the **SCC.** Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Contracting authority.   3. The Contracting authority or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Contracting authority bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.   4. Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Contracting authority. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Contracting authority or its designated representative to attend the test and/or inspection.   5. The Contracting authority may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier’s reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier’s performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.   6. The Supplier shall provide the Contracting authority with a report of the results of any such test and/or inspection.   7. The Contracting authority may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Contracting authority, and shall repeat the test and/or inspection, at no cost to the Contracting authority, upon giving a notice pursuant to GCC Sub-Clause 25.4.   8. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Contracting authority or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract. | |
| 1. Liquidated Damages | * 1. Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Contracting authority may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Contracting authority may terminate the Contract pursuant to GCC Clause 34. | |
| 1. Warranty | * 1. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.   2. Subject to GCC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.   3. Unless otherwise specified in the **SCC,** the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC,** or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.   4. The Contracting authority shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Contracting authority shall afford all reasonable opportunity for the Supplier to inspect such defects.   5. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Contracting authority.   6. If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Contracting authority may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Contracting authority may have against the Supplier under the Contract. | |
| 1. Patent Indemnity | * 1. The Supplier shall, subject to the Contracting authority’s compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Contracting authority and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Contracting authority may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:  the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; andthe sale in any country of the products produced by the Goods.Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.  * 1. If any proceedings are brought or any claim is made against the Contracting authority arising out of the matters referred to in GCC Sub-Clause 28.1, the Contracting authority shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Contracting authority’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.   2. If the Supplier fails to notify the Contracting authority within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Contracting authority shall be free to conduct the same on its own behalf.   3. The Contracting authority shall, at the Supplier’s request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.   4. The Contracting authority shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Contracting authority. | |
| 1. Limitation of Liability | 29.1 Except in cases of criminal negligence or wilful misconduct,  (a) the Supplier shall not be liable to the Contracting authority, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Contracting authority and  (b) the aggregate liability of the Supplier to the Contracting authority, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the contracting authority with respect to patent infringement | |
| 1. Change in Laws and Regulations | * 1. Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated, or changed in the place of the Contracting authority’s country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14. | |
| 1. Force Majeure | * 1. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.   2. For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Contracting authority in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.   3. If a Force Majeure situation arises, the Supplier shall promptly notify the Contracting authority in writing of such condition and the cause thereof. Unless otherwise directed by the Contracting authority in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. | |
| 1. Change Orders and Contract Amendments | * 1. The Contracting authority may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:  drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Contracting authority;the method of shipment or packing;the place of delivery; andthe Related Services to be provided by the Supplier.  * 1. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Contracting authority’s change order.   2. Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.   3. Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. | |
| 1. Extensions of Time | * 1. If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Contracting authority in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Contracting authority shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.   2. Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1. | |
| 1. Termination | * 1. Termination for Default  The Contracting authority, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Contracting authority pursuant to GCC Clause 33;if the Supplier fails to perform any other obligation under the Contract; orif the Supplier, in the judgment of the Contracting authority has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.In the event the Contracting authority terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Contracting authority may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Contracting authority for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.  * 1. Termination for Insolvency.  The Contracting authority may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Contracting authority  * 1. Termination for Convenience.  The Contracting authority, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Contracting authority’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier’s receipt of notice of termination shall be accepted by the Contracting authority at the Contract terms and prices. For the remaining Goods, the Contracting authority may elect:to have any portion completed and delivered at the Contract terms and prices; and/orto cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier. | |
| 1. Assignment | * 1. Neither the Contracting authority nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party. | |
| 1. Export Restriction | 36.1 In case the conclusion of the contract is prevented by any export restrictions attributable to the Contracting authority, to the country of the Contracting authority or to the use of the products/goods or systems to be supplied in particular by sanctions arising from trade regulations from a country supplying those products/goods, systems or services, the supplier shall not be bound by its bid, always provided, however, that the supplier can demonstrate to the satisfaction of the Contracting authority and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the delivery of the products/goods, systems or services under the terms of the contract.  36.2 Notwithstanding any obligation under the contract to complete all export formalities, any export restrictions attributable to the Contracting authority, to the country of the Contracting authority or to the use of the products/goods, systems or services to be supplied, in particular any export restrictions arising from trade regulations from a country supplying those products/goods, systems or services, that substantially impede the supplier from meeting its obligations under the contract shall release the supplier from the obligation to provide deliveries or services, always provided, however, that the supplier can demonstrate to the satisfaction of the contracting authority and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the delivery of the products/goods, systems or services under the terms of the contract. | |

|  |  |
| --- | --- |
| Section VIII. Special Conditions of Contract | |
| The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a discrepancy, the provisions herein shall prevail over those in the GCC*.* | |
| **GCC 1.1(i)** | The Contracting authority’s country is: **The Republic of Serbia** |
| **GCC 1.1(j)** | The Contracting authority is: Public Sector Projects Implementation Unit Ltd. Belgrade, Nemanjina 22-26, 11000 Belgrade, Republic of Serbia |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) are:  **Centers of Excellence of the University of Kragujevac, street Slobode, 34000 Kragujevac, Republic of Serbia** |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be the one from **2020.** |
| **GCC 5.1** | The language shall be: **English and Serbian.**  In case of foreign contractor, the language of the contract should be English. In case of domestic contractor the language of the contract should be both English and Serbian.  In the event of a dispute as to the terms of this Agreement the English version shall prevail. |
| **GCC 8.1** | For **notices**, the Contracting authority’s address shall be:  Jedinica za upravljanje projektima u javnom sektoru d.o.o. Beograd  Address: **Veljka Dugoševića 54, V floor**  City: **11000 Belgrade**  Country: **The Republic of Serbia**  Telephone: **+381 11 30 88 795**  Electronic mail address: [office@piu.rs](mailto:office@piu.rs) |
| **GCC 9.1** | The applicable law shall be the law of the Republic of Serbia, as long as aligned with EIB Guide to procurement. |
| **GCC 10.2** | **“Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 10.2 (b) shall be retained in the case of a Contract with a national of the Contracting authoritys Country.”]**  10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The seat of arbitration is in Paris, France.  10.2 (b) All disputes arising in connection with the present Contract shall be finally resolved by arbitration organized in accordance with the Standing Arbitration Rules of the Serbian Chamber of Commerce. The seat of arbitration is in Belgrade, Republic of Serbia. |
| **GCC 12.1** | The Supplier undertakes to deliver the goods specified in the Specification to the final destination within 90 (ninety) days from the day of payment of the advance payment, i.e. from the day of delivery of the Performance Security, if no advance payment is requested.  Details of Shipping and other Documents to be furnished by the Supplier are:  During the delivery and installation of the goods the Supplier is obliged to submit to the Beneficiary the Bill of landing clearly and comprehensively filled with the accurate name of the item from the Bidding Document in 3 copies, which shall then be signed and verified by the authorized person of the Beneficiary. One original copy of the Bill of landing together with the receipt the Supplier is to submit to the address of the Contracting authority.  Upon delivery for the goods which are the subject of delivery, the Supplier shall submit certificates that all plate materials have characteristics in accordance with the emission class of formaldehyde E1; |
| **GCC 14.1** | The prices charged for the Goods supplied and the related Services performed **shall not** be adjustable. |
| **GCC 15.1** | The method and conditions of payment to be made by the Contracting authority under this Contract shall be as follows:  a) Advance payment: up to 30 % percentage of the contracted price (in accordance with the bid submission form) is paid within forty-five (45) days from the date of delivery of the Advance payment guarantee (and accompanying proforma invoices for the amount of the Advance payment guarantee VAT included).  The supplier is obliged, within 28 (twenty-eight) calendar days from the day of contract signing, to submit to the Contracting authority the Advance payment guarantee, to the amount of the advance.  Advance payment guarantee is in the form: unconditional, irrevocable and payable at first call bank guarantee.  Period of Advance payment guarantee validity is no less than 30 days longer than the deadline for completion of the delivery of the goods and related services.  Bidder who gets the contract awarded shall agree to a one-time extension of this guarantee for the period not exceeding six months, as the response to the written extension request of the Contracting authority, provided that the request has been submitted prior to the expiration of the guarantee.  The advance payment is optional.  b) Upon the receipt of the goods: no later than 45 (forty-five) daysfrom the day of submission of the invoice and other relevant documents.  ***Resident suppliers are obliged to submit the following documents:***  ***a) E Invoice in dinars VAT included, with all data related to the type, quantity and amount (non-resident suppliers submit an invoice in euros, with all the necessary data)***  ***b) The consignment note, signed and certified by the authorized person of the user, with a certified list of the delivered warranty documents.***  ***v) Confirmation or Record of handover and acceptance of delivered goods issued by an authorized person of the supplier, signed by the user and the authorized representative of the Contracting Authority.***  ***Non-resident suppliers, besides the above-mentioned documents, shall provide the following documents:***   1. ***CMR waybill***   ***b) Unified Customs Document***  **Payment to the resident suppliers is to be made in dinar counter value calculated according to the middle exchange rate of the National Bank of Serbia on the date of issuing of invoice/proforma invoice to the extent mandatory by local law.**  **Payment to the non-resident suppliers is to be made in the currency of the Bid – EUR.** |
| **GCC 15.5** | The payment-delay period after which the Contracting authority shall pay interest to the supplier shall be **forty-five (45)**days upon issuing of invoice and other relevant documents.  The interest rate that shall be applied is **in accordance with the relevant law of the Republic of Serbia.** |
| **GCC 17.1** | Bidder who gets the contract awarded, is obliged, within 28 (twenty-eight) days from the day of contract signing, to submit to the Contracting authority the Performance security.  Warranty Period guarantee is to be submitted within 14 days from the day of the receipt of the goods and execution of all related services, regarding the proper functioning of the goods, including but not limited to – installation, combustion resistance test, training etc. Upon submitting the Warranty Period guarantee, the Performance Security is to be returned to the Supplier.  Performance security and Warranty Period guaranteeis in the form of unconditional, irrevocable and at first call payable bank guarantee.  The amount of the Performance security is 10% (ten percent) from the contracted price VAT excluded.  The amount of the Warranty Period guaranteeis 5% of the contracted price VAT excluded.  Validity period of the Performance security is 30 days longer than the deadline for the completion of the delivery of the goods and **all related contracted services**.  Validity period of Warranty Period guaranteeis 30 days longer than the warranty period.  Contract shall enter into force on the day of submitting the Performance Security. Should the selected Bidder not conclude the contract, i.e. not submit the Performance Security within the defined deadline, such omission can create the grounds for putting the Notification of Award out of force and activation of Bid security. In that case the Contracting authority can award the contract to the next most favourable Bidder or to cancel the procurement procedure.  Bidder who gets the contract awarded shall agree to a one-time extension of this guarantee to the period not exceeding six months, as a response to the written extension request of the Contracting authority, provided that the request was submitted prior to the expiration of the guarantee. |
| **GCC 17.3** | Bank guarantee should be in the currency of the contract (EUR). |
| **GCC 17.4** | Discharge shall be done within 28 (twenty-eight) days upon the expiration of the validity of the Performance Security.  Discharge of the Performance Security shall take place: **upon the receipt** of the Warranty Period guarantee, which the Supplier is obliged to submit within the 14 days **from the day of receipt of the Goods and implementation of all related services related to proper functioning of goods, such as but not limited to - installation, burn testing, training etc.**  **Failure to submit the Warranty Period guarantee within the defined deadline represents the grounds for activation of the Performance Security.** |
| **ITB 20.1** | Supplier can partially entrust the execution of the contract to the subcontractor. The percentage of the total value of the contract which shall be entrusted to the subcontractor cannot be higher than 50%. |
| **ITB 22.2** | Packaging, marking and documenting inside and outside the package must be: Original packaging of the manufacturer (trademark owner). |
| **GCC 23.1** | The insurance coverage shall be as specified in the Incoterms, version 2020, in accordance with DDP + unload. |
| **GCC 24.1** | **The Supplier is required under the Contract to transport, deliver and unload the Goods to a specified place of final destination within the Contracting authority’s country, defined as the Project Site, as well as to install (mount/build in) and test, as well as conduct trainings. Transport, delivery and unloading to such a place of destination in the Contracting authority’s country, including insurance and storage, shall be arranged by the Supplier, and all related costs shall be included in the Contract Price.** |
| **GCC 25.1** | The inspections and tests shall be: **in accordance with table “Related Services and Completion Schedules” -** Section VI of Bidding Documents |
| **GCC 25.2** | The Inspections and tests shall be conducted at: **Project Site** |
| **GCC 26.1** | The liquidated damage shall be for every day of delivery overdue, **0,2% (zero comma two percent)** of the Contract price of the goods delivered behind schedule. Maximum amount of the liquidated damage shall be: **10% (ten percent)** of the Contract price of the goods. |
| **GCC 27.3** | The period of validity of the Warranty shall be: **in accordance with Section VI. Schedule of Requirements, 1. Related Services and Completion Schedule and 2. Technical Specifications**.  When signing the contract, the Supplier must submit a certificate stating unequivocally and unambiguously that the offered equipment is covered by the equipment manufacturer's warranty for the minimum required duration. Optional indication of the possibility of additional payment for the guarantee, or the possibility of subsequent extension of the basic guarantee by the Bidder (if it is less than required) will not be accepted. |
| **GCC 27.5** | The period for repair or replacement shall be: **in accordance with “Related Services and Completion Schedules” -** Section VI of the Bidding Documents. |
| **ITB 32.1** | The Contracting authority reserves the right to change the contracted quantities by +/- 100% at the time of execution of the contract. The total value of deliveries may not, as a result of the change, increase or decrease by more than 15% of the total contracted price. For the purposes of changing the contracted price, the contracted unit prices will be used. |

|  |
| --- |
| Section IX. Contract Forms |

**Table of Forms**

[1. Contract Agreement 106](#_Toc98440915)

[2. Performance Security 108](#_Toc98440916)

[3. Form of Warranty Period Guarantee 109](#_Toc98440917)

[4. Form of Advance Payment Guarantee 110](#_Toc98440918)

1. Contract Agreement

THIS CONTRACT AGREEMENT is made BETWEEN

1. “Public Sector Projects Implementation Unit” Ltd. Belgrade, No.22-26, Nemanjina Street 11000 Belgrade, The Republic of Serbia(hereinafter called “The Contracting Authority”)

and

1. [insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier**]** and having its principal place of business at [ insert: address of Supplier] (hereinafter called “the Supplier”)

Subcontractors:

1. ………………………………………………………..

2. ………………………………………………………..

3. ………………………………………………………..

WHEREAS the Contracting authority invited bids for certain Goods and ancillary services named:

**Procurement of goods:** **Procurement of furniture for the needs of the Centers of Excellence of the University of Kragujevac, No. RID-S/IOP2-2023**

and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR *VAT excluded (write in numbers and letters*)

[insert Contract Price - total price in accordance with DDP + unload

(hereinafter called “the Contract Price”).

The Contract Price included VAT:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR *(write in numbers and letters*).

The amount of the requested advance (up to 30% of the contracted price):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR *(write in numbers and letters*).

The advance payment is optional.

By this contract the contracting parties agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Contracting authority and the Supplier, and each shall be read and construed as an integral part of the Contract:

1. This Contract Agreement
2. Special Conditions of Contract
3. General Conditions of Contract
4. Technical Requirements (including Schedule of Requirements and Technical Specifications)
5. The Supplier’s Bid and original Price Schedule with Technical Specification
6. Notification of Award
7. All other documents that make Bidding Documentation, as well as the Supplier’s Bid

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Contracting authority to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Contracting authority to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Contracting authority hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

6. All items procured under this Contract will be exempt of import duties and taxes payable on imported goods and the value added tax on locally supplied goods.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of Serbia on the day, month and year indicated above.

For and on behalf of the Contracting authority

Signed: [insert signature]

in the capacity of [ insert title or other appropriate designation]

For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier]

in the capacity of [ insert title or other appropriate designation]

2. Performance Security

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

Date: *[insert date (as day, month, and year) of Bid submission]*

ICB No: **RID-S/IOP2-2023**

**Bank’s Branch or Office**: *[insert complete name of Guarantor]*

**Beneficiary: Public Sector Projects Implementation Unit Ltd. Belgrade**, 22-26, Nemanjina Street, 11000 Belgrade, The Republic of Serbia**,** TIN: 106729004, Reg. no.: 20668890

**PERFORMANCE SECURITY No.:** *[insert Performance Security number]*

Date:

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No*. [insert number]* dated *[insert day and month], [insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably and unconditionally undertake to pay you any sum(s) not exceeding *[insert amount(s) in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without particulars or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

*[signatures of authorized representatives of the bank and the Supplier]*

3. Form of Warranty Period Guarantee

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

Date: *[insert date (as day, month, and year) of Bid Submission]*

ICB No: RID-S/IOP2-2023

**Bank’s Branch or Office**: *[insert complete name of Guarantor]*

**Beneficiary:** **Public Sector Projects Implementation Unit Ltd. Belgrade**, 22-26, Nemanjina Street, 11000 Belgrade, The Republic of Serbia**,** TIN: 106729004, Reg. no.: 20668890

**WARRANTY PERIOD GUARANTEE no.:** *[Insert guarantee reference number]*

Date:

We have been informed that *[insert full name of the supplier]* (hereinafter called „Supplier“) has entered into Contract No. *[insert number]* day *[insert the date of contract]* with the Beneficiary for the delivery of the *[description of goods and related services]* (hereinafter called „Contract“).

Furthermore, we understand that, according to the conditions of the Contract, Warranty Period Guarantee is required.

At the request of the Supplier, we as Guarantor, hereby irrevocably and unconditionally undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amounts(s)) in numbers and letters]* on the first call upon receipt by us of the Beneficiary’s written demand, stating that the Supplier is in breach of its obligation(s) under the Contract, without particulars or explanation and without the Beneficiary needing to prove or to show grounds for his demand or the sum specified therein.

This guarantee shall expire, no later than the *[insert the number]* day *[insert month] [insert year]* and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
*[signature(s) of the authorised bank representative(s) and the Supplier]*

4. Form of Advance Payment Guarantee

*[The bank, as requested by the Supplier, shall fill in this form in accordance with the instructions indicated]*

Date: *[insert date (as day, month, and year) of Bid Submission]*

ICB No: **RID-S/IOP2-2023**

**Bank’s Branch or Office:** *[insert complete name of Guarantor]*

**Beneficiary:** **Public Sector Projects Implementation Unit Ltd. Belgrade**, 22-26, Nemanjina Street, 11000 Belgrade, The Republic of Serbia**,** TIN: 106729004, Reg. no.: 20668890

**ADVANCE PAYMENT GUARANTEE No.:** *[Insert guarantee reference number]*

Date:

We, *[insert legal name and address of the bank],* have been informed that *[insert full name and address of the supplier]* (hereinafter called „Supplier “) has entered into Contract No. *[insert number]* day *[insert the date of contract]* with the Beneficiary for the procurement *[insert the type of goods to be supplied]* (hereinafter called „Contract “).

Furthermore, we understand that, according to the conditions of the Contract, an Advance payment guarantee is required.

At the request of the Supplier, we as Guarantor, hereby irrevocably and unconditionally undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amounts(s)) in numbers and letters] on the first call upon receipt by us of the Beneficiary’s written demand, stating that the Supplier is in breach of its obligation(s) under the Contract, by using the advance in another purpose except in the purpose of delivery of the goods.

The condition for executing any demand or payment according to this guarantee is that the Supplier has received to his account the above mentioned advance [insert number and address of the account].

This guarantee remains valid and with full effect from the date when the Supplier receives the advance payment according to the contract until [insert date].

We agree to one-time extension of this guarantee to the period not exceeding [one year], as a response to the written extension request, provided that the request is submitted prior to the expiration of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

*[signature(s) of the authorised bank representative(s) and the Supplier]*

1. In accordance with EIB's Guide to Procurement, clause 1.2 , parag. 3. [↑](#footnote-ref-2)
2. (http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm) [↑](#footnote-ref-3)
3. https://www.eib.org/attachments/strategies/eib\_exclusion\_policy\_en.pdf [↑](#footnote-ref-4)
4. https://www.eib.org/en/publications/anti-fraud-policy [↑](#footnote-ref-5)
5. In accordance with EIBs Guide to Procurement, clause 1.7 – Environmental and Social Policies [↑](#footnote-ref-6)
6. <http://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang--en/index.htm> [↑](#footnote-ref-7)
7. <http://www.ilo.org/safework/info/standards-and-instruments/WCMS_107727/lang--en/index.htm> [↑](#footnote-ref-8)
8. For instance: ESIA (Environmental and Social Impact Assessment) and ESMP (Environmental and Social Management Plans). [↑](#footnote-ref-9)
9. (http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm) [↑](#footnote-ref-10)