

BIDDING DOCUMENTS

Procurement of spare parts for WLAN networks

EIB-GtP/002478304 2024 13460 006 003 000 001

Project: Connected Schools in Serbia
Project component: WLAN equipment and deployment
**Purchaser: Ministry of Information and
Telecommunications
Nemanjina 22-26**
Country: Republic of Serbia

Issued on: 03 September 2024

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PART 1 – Bidding Procedures

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Section I. Instructions to Bidders (ITB)

A. General

1. Scope of Bid

- 1.1 In connection with the Specific Procurement Notice, Request for Bids (RFB), specified **in the Bid Data Sheet (BDS)**, the Purchaser, as specified **in the BDS**, issues this bidding document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section VI, Schedule of Requirements. The name, identification and number of lots (contracts) of this RFB are **specified in the BDS**.
- 1.2 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/20240132-guide-to-procurement-for-projects-financed-by-the-eib>
- 1.3 Throughout this bidding document:
 - (a) 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 Purchaser) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “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.

2. Source of Funds

- 2.1 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.
- 2.2 Payments by the Bank will be made 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. Pursuant to its Sanctions Policy, 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. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the to the proceeds of the Loan.

3. Fraud and Corruption

- 3.1. It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, contractors, and consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy¹, the Bank:
- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - "Corrupt Practice" is the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
 - "Fraudulent Practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
 - "Coercive Practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party.
 - "Collusive Practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party
 - "Theft at EIB Group premises" is the misappropriation of property belonging to another party committed within EIB Group premises
 - "Obstructive Practice" is (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (b) acts intended to materially impede the exercise of the EIB's contractual rights of audit or access to information or the rights that any banking, regulatory or examining authority or other equivalent body of the European Union or of its Member States may have in accordance with any law, regulation or treaty or pursuant to any agreement into which the EIB has entered in order to implement such law, regulation or treaty;

¹ See the EIB's Anti-Fraud Policy for definitions (<http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm>)

- “Misuse of EIB Group resources or assets” means any illegal activity committed in the use of the EIB Group’s resources or assets, either knowingly or recklessly.
- “Money Laundering” is defined in the Bank’s Anti-Fraud Policy
- “Terrorist Financing” is defined in the Bank’s Anti-Fraud Policy

b) In pursuance of this policy as set out in EIB’s Anti-Fraud Policy, 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:

- May seek appropriate remediation of the Prohibited Conduct to its satisfaction;
- May declare ineligible such project-related party to be awarded the contract; and/or
- 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. In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), sub-contractors, subconsultants, service providers, suppliers, and personnel, to permit the Purchaser, 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, the right to inspect and copy the books and records of the tenderer, contractor, supplier or consultant in connection with any Bank-financed contract.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in **the BDS**, there is no limit on the number of members in a JV.

- 4.2 The Purchaser 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 Bidder, 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 Purchaser 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. The Purchaser will not accept candidates or bidders affected by a conflict of interest in the award procedure in relation to the contract to be awarded under the concerned procedure. 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 be allowed to present supporting evidence which might remove all suspicion of a conflict of interest. In cases where a conflict of interest cannot be effectively remedied by other less intrusive measures, the Bank requires the Purchaser to exclude from participation in an EIB-financed procurement procedure or contract any tenderer or supplier affected by such 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 Purchaser regarding this Bidding process; or
- (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or

- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
 - (g) 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 specified in the ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (h) 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 document 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 Bank throughout the Bidding process and execution of the Contract.
- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
- 4.5 A Bidder (either individually or as a JV member) 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 Purchaser'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 website

https://www.eeas.europa.eu/eeas/european-union-sanctions_en

as amended and supplemented from time to time or on any successor page.

- 4.6 Bidders that are state-owned enterprises or institutions in the Purchaser's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.
- 4.7 Firms and individuals may be ineligible if so indicated in Section V and pursuant to its Sanctions Policy, 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.
- 4.8 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.9 The Bidders, its joint venture members, (sub-) contractors participating in this procurement procedure or a subsequent contract shall not violate or have violated any intellectual property rights.
- 4.10 The Bank requires mandatory compliance with the Bank's environmental and social safeguards. The Bidders, its joint venture members, 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. The Bank's environmental and social policies are available on the Bank's website:
<https://www.eib.org/en/publications/eib-environmental-and-social-standards>

5. Eligible Goods and Related Services

- 5.1 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.
- 5.2 For purposes of this ITB, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.

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.

B. Contents of Bidding Documents

6. Sections of Bidding Documents

6.1 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

6.2 The Specific Procurement Notice, Request for Bids (RFB), issued by the Purchaser is not part of this bidding document.

6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addendum to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.

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- 7. Clarification of Bidding Documents**
- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address as **specified in the BDS**.
- 7.2 The Purchaser will respond in writing to any request, provided that such request is received prior to the deadline for submission of bids within a period specified **in the BDS**.
- 7.3 The procedures for responding to requests are **specified in the BDS**.
- 7.4 Should the Purchaser 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.
- 8. Amendment of Bidding Documents**
- 8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be promptly published on the Purchaser's **website specified in the BDS** no later than ten (10) days prior to deadline for submission of the bids as specified in ITB 24.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2

Preparation of Bids

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language **as specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language **as specified in the BDS**.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) Bid Submission Form and the applicable Price Schedule, in accordance with ITB Clauses 12, 14, and 15;
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 21, if required;
 - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;

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- (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
 - (e) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (f) documentary evidence in accordance with **ITB** Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
 - (g) documentary evidence in accordance with **ITB** Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
 - (h) any other document **required in the BDS.**
- 11.2 In addition to the requirements under **ITB** 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.
- 12. Bid Submission Form and Price Schedules**
- 12.1 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.
- 12.2 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.
- 13. Alternative Bids**
- 13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedule shall conform to the requirements specified below.
- 14.2 All items must be listed and priced separately in the Price Schedule.
- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.

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- 14.5 The terms EXW, CIP, 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**.
- 14.6 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser'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 including:
- (a) the price of the Goods, quoted DDP named place of destination, in the Purchaser's Country, as specified in the BDS. 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 based on the Finance Contract concluded between European Investment Bank and the Government of Serbia and therefore such customs duties and taxes should not be included in quoted prices.
 - (b) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) (if a Contract is awarded to the Bidder), specified in the BDS;
 - (c) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).
- 14.7 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.
- 14.8 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.

15. Currencies of Bid

- 15.1 The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise specified in the **BDS**.
- 15.2 Unless otherwise specified in the **BDS**, the 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 Purchaser's Country.

16. Documents Establishing the Eligibility of the Bidder

- 16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, Bidder Information Form and, if applicable, Joint Venture Partner Information Form, included in Section IV, Bidding Forms.

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

- 17.1 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 Technical Specification Form, included in Section VI, Schedule of Requirements.

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

- 18.1 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.
- 18.2 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 Section VI, Schedule of Requirements.
- 18.3 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 Purchaser.

- 18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Section VI, 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 Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.
- 19. Documents Establishing the Qualifications of the Bidder**
- 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) 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 Purchaser's Country;
 - (b) that, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser'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
 - (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 20. Period of Validity of Bids**
- 20.1 Bids shall remain valid for the period **specified in the BDS** or any extended date if amended by the Purchaser in accordance with **ITB 8**. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser 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.
- 20.3 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 Bid price shall be adjusted by the following factor(s):

For foreign currency: HICP (Harmonised Index of Consumer Prices) published by EURSTAT

http://appsso.EURstat.ec.EURpa.eu/nui/show.do?dataset=prc_hicp_mmor&lang=en

For domestic currency: the source of index is the National Bank of Serbia. The domestic currency portion of the Contract price shall be adjusted by a factor reflecting national inflation during the period of extension; the foreign currency portion of the Contract price shall be adjusted by a factor reflecting international inflation (in the country of the foreign currency) during the period of extension.

Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

21. Bid Security

- 21.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.
- 21.2 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security shall be in the amount and currency specified in the BDS, and shall:
- (a) be in the form of a bank guarantee from a banking institution;
 - (b) be issued by a reputable institution selected by the Bidder and located in any eligible country.
 - (c) be substantially in accordance with the form of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;
 - (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 21.5 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
 - (f) 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;
- 21.3 If a Bid Security or a Bid-Securing Declaration is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 21.1, shall be rejected by the Purchaser as non-responsive.
- 21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 46.

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- 21.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) 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; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 45;
 - (ii) furnish a Performance Security in accordance with ITB Clause 46.

22. Format and Signing of Bid

- 22.1 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.
- 22.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 22.3 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. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialled by the person signing the Bid.
- 22.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 22.5 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

D. Submission and Opening of Bids

23. Submission, Sealing and Marking of Bids

- 23.1 The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate envelopes:

- (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 11; and
- (b) in an envelope marked “COPIES”, all required copies of the Bid in the number of copies as specified in the **BDS**;

23.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 24.1;
- (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.

23.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

24. Deadline for Submission of Bids

24.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**.

24.2 The Purchaser 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 Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

25.1 The Purchaser 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 Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal, Substitution, and Modification of Bids

26.1 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 22.3, (except that withdrawal notices require no copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) Prepared and 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

(b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.

26.3 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 Purchaser on the Bid Submission Form or any extension thereof.

27. Bid Opening

27.1 Except as in the cases specified in **ITB 25** and **ITB 26.2**, the Purchaser shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders’ designated representatives and anyone who chooses to attend.

27.2 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.

27.3 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.

27.4 Next, 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.

27.5 Next, all other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Total Bid Price, including any discounts and alternative offers; the presence or absence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate.

- 27.6 Only Bids and discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Bid Submission Form and the Price Schedules are to be initialled by representatives of the Purchaser attending Bid opening in the manner specified **in the BDS**.
- 27.7 The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 25.1) at Bid opening.
- 27.8 The Purchaser 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 Total Bid Price, per lot if applicable, including any discounts,
 - the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.
- 27.9 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted their bids before bid submission deadline.

E. Evaluation and Comparison of Bids

- 28. Confidentiality**
- 28.1 Information relating to the examination, evaluation, comparison, and postqualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, until the Purchaser transmits to all Bidders the Notification of Intention to Award the Contract in accordance with ITB 39.1.
- 28.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the Bids or contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 29. Clarification of Bids**
- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser'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 Purchaser in the Evaluation of the bids, in accordance with ITB Clause 31.

(a) Communication

29.2 If a Bidder does not provide complete and satisfactory clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.

29.3 By submitting a Bid, each Bidder accepts to receive requests for clarification pursuant to **ITB 29.1** and notification(s) of the outcome of the procedure by electronic means (email). Such requests and/or notifications shall be sent with the request for confirmation of the receipt of the notification, and shall be deemed to have been received by the Bidder on the date of the confirmation. The Purchaser shall send notifications/requests to the electronic address referred to in the Bid, specified in the Bidder Information Form.

(b) Abnormally Low Bids

29.4 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 Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price.

29.5 In the event of identification of a potentially Abnormally Low Bid, the Purchaser 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. The elements of the clarification may include explanations on:

- a) the economics of the manufacturing process, of the services provided or of the construction method;
- b) the technical solutions chosen or any exceptionally favourable conditions available to the tenderer for the supply of the products or services or for the execution of the work;
- c) the originality of the work, supplies or services proposed by the tenderer;
- d) compliance with applicable obligations in the fields of environmental, social and labour law established by European Union law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X of The Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement, available at <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32014L0024>
- e) engagement of the subcontractors;

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- 29.6 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser may reject the Bid.
- 30. Responsiveness of Bids**
- 30.1 During the evaluation of Bids, the following definitions apply:
- (a) “Deviation” is a departure from the requirements specified in the bidding document;
 - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - (c) “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.
- 30.2 The Purchaser’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself.
- 30.3 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:
- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser’s rights or the Bidder’s obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 30.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 31. Nonconformities, Errors, and Omissions**
- 31.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities in the Bid that do not constitute a material deviation, reservation, or omission.
- 31.2 Provided that a bid is substantially responsive, the Purchaser 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.

31.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) 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 Purchaser 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;
- (b) 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; and
- (c) if 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.

31.4 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with **ITB 31.3**, shall result in the rejection of the Bid.

32. Preliminary Examination of Bids

32.1 The Purchaser shall examine the Bids to confirm that all documents and technical documentation requested in **ITB 11** have been provided, and to determine the completeness of each document submitted.

32.2 The Purchaser 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:

- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
- (b) Price Schedule, in accordance with ITB Sub-Clause 12.2;
- (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 21, if applicable.
- (d) Technical Specification Form as per Schedule VI, Schedule of Requirements

If any of the other documents or information requested in ITB 11 is missing, it will not constitute a material omission in terms of ITB 30.3 and the

Purchaser reserves the right to request clarification from the Bidder as per ITB 29.

- 33. Examination of Terms and Conditions; Technical Evaluation**
- 33.1 The Purchaser 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.
- 33.2 The Purchaser 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.
- 33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.
- 34. Conversion to Single Currency**
- 34.1 For evaluation and comparison purposes, the Purchaser 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**.
- 35. Evaluation of Bids**
- 35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 35. No other criteria or methodology shall be permitted.
- 35.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) evaluation will be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause ITB 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;
 - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34
 - (e) the application of the evaluation criteria **specified in the BDS** and those set out in Section III, Evaluation and Qualification Criteria;

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- 35.4 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) In the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) in the case of Goods manufactured outside the Purchaser'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;
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 35.5 The Purchaser'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 Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 35.3 (e).
- 35.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.
- 36. Comparison of Bids**
- 36.1 The Purchaser shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 30 to determine the Bid that has the lowest evaluated price.
- 37. Postqualification of the Bidder**
- 37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated bid and substantially responsive Bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 37.2 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. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

- 37.3 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 Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 38.1 The Purchaser 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. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
- 39. Standstill Period** 39.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) days unless extended in accordance with **ITB 44.2 and 47.2**. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract.
- 40. Notification of Intention to Award** 40.1 Prior to the expiration of the Bid validity, the Purchaser shall notify in writing each Bidder by sending the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;
 - (b) the Contract price of the successful Bid;
 - (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
 - (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
 - (e) the expiry date of the Standstill Period;
 - (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

F. Award of Contract

- 41. Award Criteria** 41.1 The Purchaser shall award the Contract to the Bidder whose Bid has been determined to offer the lowest evaluated price and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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- 42. Purchaser's Right to Vary Quantities at Time of Performing**
- 42.1 At the time of the Contract performing, the Purchaser 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.
- 43. Notification of Award**
- 43.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 39.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
- 43.2 Within ten (10) Business Days from the date of notification of award, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Purchaser;
 - (b) name and reference number of the contract being awarded, and the selection method used;
 - (c) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope;
- 43.3 The Contract Award Notice shall be published on the Purchaser's website with free access if available, or in at least one newspaper of national circulation in the Purchaser's Country, or in the official gazette. The Purchaser shall also publish the contract award notice in OJEU online.
- 44. Debriefing by the Purchaser**
- 44.1 On receipt of the Purchaser's Notification of Intention to Award referred to in ITB 40.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline. The Purchaser 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.
- 44.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after

such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.

44.3 Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

44.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidders shall bear their own costs of attending such a debriefing meeting. Debriefing Meeting Minutes will be issued by the Purchaser and distributed to all Bidders and the Bank.

45. Signing of Contract

45.1 Promptly after standstill period expiration, the Purchaser shall send to the successful Bidder the Notification of Award including the Contract Agreement.

45.2 The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within eight (8) Business days of its receipt.

45.3 Notwithstanding ITB 45.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

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- 46. Performance Security**
- 46.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, 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 Purchaser. The Purchaser 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.
- 46.2 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 Purchaser may award the Contract to the next the lowest evaluated bid, whose offer is substantially responsive, and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
- 47 Procurement Related Complaint**
- 47.1 Bidders should alert the Purchaser in writing, with a copy to the European Investment Bank, in case they should consider that certain clauses or technical specifications of the bidding documents might limit international competition or introduce an unfair advantage to some bidders.
- 47.2 The procedures for making a Procurement-related Complaint are as specified in the BDS.

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	<p>The reference number of the Request for Bids (RFB) is: EIB-GtP/ gr002478304 2024 13460 006 003 000 001</p> <p>The Purchaser is: The Ministry of Information and Telecommunications, Belgrade, Serbia</p> <p>The name of the RFB is: Procurement of spare parts for WLAN networks</p> <p>The tender procedure is carried out in line with EIB GtP (https://www.eib.org/en/publications/guide-to-procurement.htm) and the national law as along as aligned with EIB GtP. In case of discrepancies the EIB GtP shall prevail.</p>
ITB 2.1	<p>The Borrower is: The Republic of Serbia</p> <p>The name of the Project is: Connected Schools in Serbia</p>
ITB 4.1	The maximum number of members in a Joint Venture (JV) shall be: 4
	B. Contents of Bidding Documents
ITB 7.1, 7.2 and 7.3	<p>For Clarification of bid purposes only, the Purchaser's address is: Ministry of Information and Telecommunications Attention: Sector for European integrations and Project Management Electronic mail address: internationalpublicprocurement@mit.gov.rs</p> <p>The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 15 (fifteen) calendar days before the deadline for submission of Bids as specified in ITB 24.1. The Purchaser will provide answers to such requests within 1 (one) week.</p> <p>The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source.</p>

	The Purchaser shall promptly publish its response including the description of the inquiry but without identifying its source, at the web page: http://www.mit.gov.rs
ITB 8.2	Any addendum to the Bidding Documents shall be published on the following website: https://mit.gov.rs/tekst/7632/public-procurement-2024.php
	C. Preparation of Bids
ITB 10.1	<p>The language of the bid is English.</p> <p>All correspondence exchange shall be in English.</p> <p>Language for translation of supporting documents/documentary evidence and printed literature is English or Serbian, except for documents and evidence 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.</p>
ITB 11.1	<p>The Bidder shall submit the following documents in its bid in the following order:</p> <ol style="list-style-type: none"> 1. Bid Submission Form 2. Authorisation: Written confirmation authorizing the signatory of the Bid 3. Bidder Information Form and attachments 4. Joint Venture Partner Information Form and attachments, if applicable 5. Joint Venture Agreement (or proposed JV Agreement in case of intent to form the JV), if applicable. JV Agreement must contain information on the split of work and responsibilities of each of the JV members. 6. Technical Specification Form, per given template in Section IV, Bid Forms and attachments (e.g. technical documentation) 7. Covenant of Integrity (CoI) per given template in Section IV, Bid Forms (in case of JV, signed by each JV member) 8. Environmental and Social Covenant per given template in Section IV, Bid Forms (in case of JV, signed by each JV members) 9. Price Schedule Form 10. Documentary evidence as required in Section III - Evaluation and Qualification Criteria (including Manufacturer's Authorization) <p>All other documents defined by Bidding document.</p> <p>In case the Bid is submitted by a Joint Venture, each member must sign and submit the Covenant of Integrity (CoI) and the Environmental and Social Covenant.</p>

	<p>IMPORTANT: It should be noted that, in the Covenant of Integrity, the Bidders are requested to self-declare all sanctions and/or exclusions (including any similar decisions having the effect of imposing conditions on the Bidder or his subsidiaries or to exclude the said bidder or its subsidiaries, such as temporary suspension, conditional non-exclusion, etc.) imposed by the European institutions or any multilateral Development Bank (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 Client reserves the right to reject any bid presenting an inaccurate or incomplete Covenant of Integrity, and cause the rejection of the Bid for prohibited conduct.</p>
<p>ITB 14.5</p>	<p>The Incoterms edition is the latest edition published by the International Chamber of Commerce, 38 Cours Albert 1er, 75008 Paris, France the official web site at http://www.iccwbo.org/index_incoterms.asp</p>
<p>ITB 14.6</p>	<p>Bid Price should be quoted: DDP (Delivered Duty Paid)</p> <p>The Bid price is the total price of the subject of procurement, including all the accompanying and dependent costs incurred by the Bidder in the execution of the procurement in question.</p> <p>All items procured under this Contract Agreement will be exempt from import duties and taxes payable on imported goods and the value-added tax on locally supplied goods based on the Finance Contract concluded between the European Investment Bank and the Government of Serbia.</p> <p>Prices for delivered goods will be quoted DDP (Delivered Duty Paid), however no import duties and taxes payable on imported goods and the value-added tax on locally supplied goods should be included in the price. The Purchaser will support the selected Bidder (Supplier) in any reasonable way to complete import or tax exemption procedure, but it is the Supplier's sole responsibility to carry out all customs / tax formalities as well to bear any costs and risks involved in bringing the goods to the place of destination.</p> <p>Final places of destination, as per Incoterms used, are school administration, primary and high schools, geographically evenly distributed throughout the territory of the Republic of Serbia, where delivery will be carried out in accordance with the Technical Specifications from the bidding documentation for the given procurement.</p>

	<p>The Final Destination is: a warehouse location in Belgrade, Republic of Serbia</p> <p>The Bidders shall take into consideration, when preparing their bids, that the exact address will be provided upon contract signing, with the provision that the final destination will be on the territory of the city of Belgrade.</p>
ITB 14.7	<p>The prices quoted by the Bidder shall not be adjustable.</p> <p>The prices are fixed (not subject to change).</p>
ITB 14.8	<p>The goods/services and quantities indicated shall be indivisible.</p> <p>Prices quoted shall correspond to 100 % of the items specified and to 100% of the quantities specified for each item indicated for this procurement. Bids for only part of the items or quantities shall be rejected.</p> <p>If a Price Schedule shows items listed but not priced and a Technical Specification form is fulfilled for them, their prices shall be assumed to be included in the prices of other items.</p> <p>If a Price Schedule shows items listed but not priced and they could not be found in any other part of the bid, the bid will be considered incomplete and as such rejected.</p> <p>An item not listed in the Price Schedule shall be assumed to be not included in the bid, the bid will be considered incomplete and as such rejected.</p>
ITB 15.1	<p>The Bidder is not required to quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in that currency.</p>
ITB 15.2	<p>The currency of the bid is European Economic and Monetary Union Euro (EUR).</p> <p>Payments shall be made to the Supplier's account in currency of the bid if the Supplier is not a resident of the Republic of Serbia.</p> <p>In case the Supplier is a resident of the Republic of Serbia payments shall be made 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.</p>
ITB 18.3	<p>No list of spare parts needs to be furnished.</p>
ITB 19.1 (a)	<p>Manufacturer's authorization is: Required</p>

	Details for this requirement are provided in Section III - Evaluation and Qualification Criteria.
ITB 19.1 (b)	After-sales service is: Not required Details for this requirement are provided in Section III - Evaluation and Qualification Criteria.
ITB 20.1	The bid validity period shall be 90 days from the date of opening of the bids.
ITB 21.1	Bid Security is not required.
ITB 22.1	In addition to the original of the bid, the number of copies is: 1 (one) copy, plus 1 CD with electronic copy of the bid (all documents in PDF format)
ITB 22.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of an official document attesting authorization to sign (e.g., Company registration document) or Power of Attorney issued by the authorized person. In case the Bidder is a Joint Venture (JV), the Bid shall be signed by an authorized representative of the JV on behalf of the JV and to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
	D. Submission and Opening of Bids
ITB 23.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: Procurement of spare parts for WLAN networks, procurement no. EIB-GtP/ 002478304 2024 13460 006 003 000 001 Additionally, to the instructions in ITB 23, the outer envelopes shall bear the following warning: “ DO NOT OPEN BEFORE THE TIME AND DATE FOR BID OPENING / “NE OTVARATI PRE SEDNICE ZA OTVARANJE PONUDA”
ITB 24.1	For bid submission purposes only, the Purchaser’s address is: Attention: Ministry of Information and Telecommunications Street Address: no. 22-26, Nemanjina street City: Belgrade ZIP/Postal Code: 11000

	<p>Country: The Republic of Serbia</p> <p>The deadline for bid submission is:</p> <p>Date: 23rd October, 2024</p> <p>Time: not later than 10:00 a.m. by local time</p>
ITB 27.1	<p>The bid opening shall take place at:</p> <p>Street Address: no. 22-26, Nemanjina street</p> <p>City: Belgrade</p> <p>ZIP/Postal Code: 11000</p> <p>Country: The Republic of Serbia</p> <p>Date: 23rd October, 2024</p> <p>Time: at 10:30 a.m. by local time</p>
ITB 27.6	The Bid Submission Form of each received Bid shall be initialled by 3 (three) representatives of the Purchaser conducting Bid opening.
	E. Evaluation and Comparison of Bids
ITB 34.1	For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency (EUR), using the middle exchange rates established by National Bank of Serbia on the date: seven (7) calendar days before the bid submission deadline.
ITB 35.2	The Purchaser 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 35.3(a)	The evaluation of the bids will be done for the whole contract (all items).
ITB 35.3(e)	To evaluate a Bid, the Purchaser shall consider only the criteria set out in Section III, Evaluation and Qualification Criteria.
ITB 35.6	Not applicable
ITB 37.2	The Purchaser is allowed to request the Bidder to submit additional documentary evidence of the Bidder's qualifications, but no amendment to the substance of the bid (as specified in ITB 32.2) or to the price can be accepted after the bid opening.
	F. Award of Contract

ITB 41	The Purchaser shall award the Contract to the Bidder whose Bid has been determined to offer the lowest evaluated price and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
ITB 47.2	<p>Procedure for the appeal from Bidders:</p> <p>Time limits and manner of submission of request for the protection of rights and with the instruction for fee payment</p> <p>The procedure for the protection of rights is regulated by the provisions of Art. 186 - 234 of the Serbian Public Procurement Law ("Official Gazette of the RS", 91/2019, 93/23; hereinafter: the Public Procurement Law), as well as by the Annex 8 PROCUREMENT COMPLAINTS PROCEDURES of the Guide to Procurement for projects financed by the EIB (March 2024).</p> <p>A request for the protection of rights (hereinafter 'PoR request') may be submitted by a bidder or interested person who has an interest in being awarded the contract in this public procurement procedure and who has sustained or may sustain damage due to the Purchaser's actions or by an error or irregularity during the award process.</p> <p>A PoR request is submitted electronically via the Public Procurement Portal, and it is delivered simultaneously to both contracting authority (the Purchaser) and the Republic Commission for Protection of Rights in Public Procurements, whereas the day when the PoR request was submitted via the Public Procurement Portal is being considered as the day of receipt. Public Procurement Portal can be accessed via link https://jnportal.ujn.gov.rs/.</p> <p>Electronic submission of the request for the protection of rights</p> <p>Link to general instructions for Portal users</p> <p>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).</p> <p>Steps to register:</p> <ol style="list-style-type: none"> 1. Select the "Registration" button in the upper right corner and choose how you want to register

Public Procurement

JAVNE NABAVKE EKSPLO 2027

PUBLIC PROCUREMENT

NOTICES	PROCEDURES	DECISIONS
Today: 639	Published today: 238	Contract awards - 10 days: 3,411
Last 7 days: 4,039	In the submission deadline: 8,587	Discontinuation - 10 days: 611
2024: 37,131	2024: 12,237	Conclusion of FWA - 10 days: 645

Old Public Procurement Portal

Welcome to the Public Procurement Portal

Public Procurement Portal is developed for the purpose of application of the new Public Procurement Law. Before applying the new Law by using Portal, we suggest you read:

- Instructions for the users of the new Public Procurement Portal
- Frequently asked questions

Version 1.13

Starting from 30.12.2023, Version 1.13 of the Public Procurement Portal is available. Version 1.13 includes new features and enhancements listed on the following link.

Public Procurement Portal available as mobile app

Mobile application is currently available on Google Play, for Android devices, while the users of iOS platform, will soon be able to download it on Apple App Store. Application for Android devices can be downloaded by scanning QR kod Google Play

Guidelines for the application of the negotiated procedure without publication of contract notice

Guidelines for the application of the negotiated procedure without publication of contract notice are published on the internet site of the Public Procurement Office. [Link to access the guidelines](#)

Guidelines for preparation of tender documents and e-tender

Guidelines for preparation of tender documents and e-tender on the Public Procurement Portal are published on the internet site of the Public Procurement Office. [Link to access the guidelines](#)

2. Registration of "Company" or "Entrepreneur"

3. Enter the requested information about the entity

1. Information on entity

Country

Country: Srbija

Basic information on organisation

Company registration number

National registration number

Name

Address

Address of the headquarters

Town

Postal code

Contact information of organisation

4. Enter the requested information about the user

Note: When registering a Natural person, you only enter user data
 5. After registration, select "My activity" - New Complaint (if the procurement is not provisioned through Portal)

Steps:

- Enter the reference number of the request
- Information about the Claimant, Contracting Authority and procedure for which the request is submitted is automatically downloaded from the system

	<ul style="list-style-type: none"> - If the request is submitted by a member of the group of tenderers, the Claimant shall be liable to upload the authorizations of other group members or agreements granting it the right to submit the request on behalf of the group - State whether the request for protection of rights refers to the subject of the procurement or an individual lot of the procurement (specify the lot) - Documents that must be uploaded from your computer: <ul style="list-style-type: none"> o Request for the protection of rights (additional documentation may be uploaded with the request) o Proof of paid fee <p>Request for protection of rights contains:</p> <ul style="list-style-type: none"> o name and address of complainant and contact person; o name and address of contracting authority; o data on public procurement that is the subject of request, and/or on contracting authority's decision; o facts and evidence of violations of Public Procurement law under Article 204, Paragraph 1; o complainant's signature. <p>Request for the protection of rights may be filed during the entire public procurement procedure, against any action of contracting authority (the Purchaser), unless otherwise specified by the Public Procurement Law:</p> <p>1. Request for the protection of rights challenging the type of procedure, the contents of the invitation to bid or of the bid documents, shall be considered timely if received by the Purchaser at latest three (3) days before the deadline for the submission of bids, regardless of the manner of delivery and if claimant has previously alerted the Purchaser to potential deficiencies and irregularities in compliance, but Purchaser failed to remedy those.</p> <p>2. Request for the protection of rights challenging the actions of the Purchaser after the deadline for submission of bids, shall be considered timely if received by the Purchaser withing ten (10) from the day of receiving the Purchaser's decision that is challenged.</p> <p>Possible deficiencies or irregularities of procurement documents cannot be the subject of complaint in the procedure of protection of rights unless those were previously indicated to the Purchaser in accordance with Article 97 of the Public Procurement Law.</p> <p>After the deadline for submitting a request for protection of rights, the applicant may not supplement the request by stating the reasons in connection with the actions that are the subject of the dispute in the previously submitted request or by challenging others actions of the</p>
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	<p>Purchaser with which he was or could have been acquainted before the expiration of the deadline for submitting the request for protection of rights, but which he did not point out in the submitted request.</p> <p>Request for the protection of rights may not challenge activities of Purchaser performed in public procurement procedure if the claimant knew or could know the reasons for filing such request before the expiry of time limit for submission of request under point 1 and 2 of this Section, and the claimant did not submit it before the expiry of that time limit.</p> <p>Where in the same public procurement procedure has already been filed another request for the protection of rights by the same claimant, the second request may not challenge the activities of Purchaser which the claimant knew or could know during the submission of the previous request.</p> <p>Purchaser shall notify all the Bidders that purchased bid documents that a request for the protection of rights was filed no later than two (2) days from the day of receiving a request for the protection of rights.</p> <p>Pursuant to the provisions of Article 216 of the Public Procurement Law, request for the protection of rights stops further activities of Purchaser in the procedure of public procurement until the resolution of the procedure for the protection of rights.</p> <p>The request for protection of rights must contain all information specified in the Article 217 of the Public Procurement Law.</p> <p>The Claimant is obliged to pay a fee on the account of the budget of the Republic of Serbia:</p> <ul style="list-style-type: none">- 120.000 RSD if request for protection of rights disputes the type of procedure, the contents of the invitation to bid or of the bid documents, or other activities of the contracting authority taken before the expiry of the deadline for submitting of bids- 0.1% of the estimated value of the public procurement, if that value is higher than 120,000,000 dinars, but no more than 1,200,000 RSD if request for protection of rights disputes the decisions and actions of the Purchaser after the deadline for submission of bids, <p>Instructions on payment of the fee for submitting a request for protection rights of the Republic Commission for the Protection of Rights in Public Procurement Procedures are published on the website of the Republic Commission: http://kjn.rs/en/instructions-for-fee-payment/http://kjn.rs/en/instructions-for-fee-payment/ .</p> <p>For the Bidders from the Purchaser's country: The Claimant is obliged to pay the fee to the following bank account: 840-30678845-06, Model: 97, Call number: RFB reference number Recipient: Budget of the Republic of Serbia.</p>
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	<p>For the Bidders who have registered seat in another country: The Claimant is obliged to pay a fee on the account of the budget of the Republic of Serbia, in accordance to the instruction posted on the web site of the Republic Commission for the Protection of Rights in Public Procurement Procedures: http://kjn.rs/en/http://kjn.rs/en/, part "Instruction For Fee Payment", (http://kjn.rs/en/instructions-for-fee-paymenthttp://kjn.rs/en/instructions-for-fee-payment), part „Payment from abroad“.</p> <p>In case of the procedure for the protection of rights initiated by the Bidders who have registered seat in another country, all the documentation regarding the procedure for the protection of rights submitted by that Bidder, must be submitted with the translation into the Serbian language certified by the official court interpreter for the English language.</p>
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Section III. Evaluation and Qualification Criteria

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

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1. Evaluation Criteria (ITB 35.3 (e))

The Purchaser shall award the Contract to the Bidder whose Bid has been determined:

- to offer the **lowest evaluated price** and
- **is substantially responsive** to the Bidding Documents,
- provided further that the Bidder is **determined to be qualified** to perform the Contract satisfactorily.

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

In a situation where there are two or more equal lowest evaluated Bids, the Purchaser shall make the selection based on the following criteria:

- The Bidder with a greater aggregated total business revenue in the last three (3) accounting years (2021, 2022 and 2023) shall be awarded with the Contract.

In case the proposal is submitted by a joint venture (consortium), the total business revenue of all the group members is considered cumulatively.

Evidence: Financial statements or Balance sheets or BON JN (issued by the Serbian Business Registers Agency (SBRA) for a company established in the Purchaser's country).

2. Postqualification Requirements (ITB 37.2)

After determining the lowest evaluated bid in accordance with ITB Sub-Clause 36.1, the Purchaser shall carry out the post-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. If it is stated that the post-qualifications provision "applies to each member in a joint venture/consortium", it means that the members cannot fulfil the requirement in a cumulative manner. If no such provision is stated, the requirement is fulfilled by all members of the joint venture (group of bidders) cumulatively (jointly).

Bidders must provide appropriate documentary evidence (documentary proofs), common under the law of the country in which they are established, attesting they fulfil the requested mandatory requirements. Date of the evidence submitted must not be older than 60 days before the bid submission date as per ITB 24.1. If there is any doubt about those facts, the Purchaser reserves the right to confirm with the competent authority.

Where the Bidder could not obtain requested documents within the deadline for submission of bids because, according to the regulations of its state of registration, the documents could not have been issued before the moment of bid submission, and if the Bidder provides appropriate evidence thereon together with the Bid, the Purchaser shall allow the Bidder to deliver the required documents later, within the subsequently set deadline.

Where state of Bidder's registration does not issue evidence required in accordance with this qualification requirements, instead of evidence the Bidder shall submit its written statement, subject to criminal and material liability and certified by the court, administrative body, public notary, or another competent body of that state.

(a) Legal Capability

The Bidder will be excluded from participation in the procurement procedure if following exclusion criteria are met:

1. The Bidder is not registered with the competent body, or it is not entered in the appropriate register;
2. The Bidder fails to prove that it or its legal representative in the period of the previous five years up to the date of expiry of the time limit for submission of bids 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 he/she 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, 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. The Bidder fails to prove 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. It is determined that the Bidder has in the period of the previous two years up to the date of expiry of the deadline for submission of bids, 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 field of social and labour law and conventions on environmental protection;
5. It is determined that the Bidder has undertaken to unduly influence the decision-making process of the Purchaser 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 Bidder, the selection of an Bidder or the award of a contract.

Documentary evidence:

The Bidder must provide evidence, common by the applicable law in countries in which they are established, not to fall into the above categories. Date of evidence submitted must not be older than **60 days** before the bid submission date.

The examples of documentary evidence are documents as listed below:

- 1) Excerpt from the register of the relevant authority, which proves that Bidder is registered with the competent body or entered in the appropriate register*.
- 2) Certificate of the competent authority (court or police) that Bidder and its legal representative(s) have not been convicted for any criminal offence listed above as exclusion criteria*.
- 3) Certificate of the competent authority(ies) (e.g. Tax Administration and competent local self-government unit – Public Revenue Office) attesting that all mandatory taxes and contributions are paid*.
- 4) Written statement in accordance with the relevant exclusion criteria above, signed by the Bidder, subject to criminal and material liability and certified by the court, administrative body, public notary, or another competent body of that state.

- 5) Additionally, a Statement is given in the form of an Environmental and Social Covenant and should be completed by the bidder on the Bidder's memorandum and signed by its representative (in the case of JV, signed by each JV member).

* Note: The Bidders registered in the Purchaser's country which are also registered in the Register of Bidders (whose functioning is entrusted to Serbian Business Register Agency), shall be considered to fulfil the abovementioned requirements 1), 2) and 3) and no additional documentary evidence besides the certificate of active status in the registry of Bidders should be submitted.

All abovementioned evidence may be submitted as uncertified copies. The Purchaser reserves the right to ask for the original evidence if deemed necessary.

In case the bid is submitted by a joint venture (group of bidders), this provision applies to each member of a joint venture (group of bidders).

(b) Financial Capability

- 1) The average annual turnover of the Bidder must exceed 400.000 EUR for the period of last 3 (three) fiscal years.**

In case the bid is submitted by a joint venture (group of bidders), the average annual turnover of all the group members is considered cumulatively. Each member of the JV must meet 30 % of the requirement, and the lead member of the JV must meet 50 % of the average annual turnover requirement.

Evidence: Audited or published closed financial statements for the last 3 (three) accounting years (2021, 2022 and 2023), e.g. Balance Sheet and Income statement, or Credit Report for public procurement needs issued by the Serbian Business Registers Agency, or Audit Report by the certified auditor etc.

- 2) The Bidder did not incur a loss in business (at the end of the fiscal year) in the last 3 (three) accounting years (2021, 2022 and 2023)**

Evidence: Audited or published closed financial statements for the last three (3) accounting years (2021, 2022 and 2023), e.g. Balance Sheet and Income statement, Credit Report for public procurement needs issued by the Business Registers Agency, Audit Report by the certified auditor etc.

In case the bid is submitted by a joint venture (group of bidders) this provision applies to each member of a joint venture (group of bidders).

- 3) The Bidder was not insolvent in the last 6 months before the date of publication of the Invitation to Bid.**

Evidence: A certificate from the competent authority (the body that keeps a register of companies, central bank or the commercial bank of the Bidder) issued after the publication date of the Invitation to Bid.

In case the bid is submitted by a joint venture (group of bidders) this provision applies to each member of a joint venture (group of bidders).

(c) Business Capability

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirements:

1) The Bidder has in the past 3 (three) years prior to the deadline for the submission of Bids, successfully supplied and delivered similar WLAN equipment, UPS devices and network switches in the total quantity of at least 1.300 pcs wireless access points, at least 80 UPS devices and at least 300 networks switches, under no more than 3 (three) contracts.

Successfully supplied and delivered means that the supply and delivery obligations agreed in a contract, in terms of the quality and quantity of the goods provided, were fulfilled.

Similar WLAN equipment means Wireless Access point.

All goods supply and delivery that was provided as part of a framework contract (but multiple individual contracts) will be considered as one contract.

Evidence: List of reference contracts (projects) and Certificate signed by the Contracting Authority or the Beneficiary² or other relevant documentary proofs stating the name of the Bidder and the client, required completion date, type and quantity (e.g. acceptance letters). If document other than certificate signed by the Contracting Authority or the Beneficiary is submitted, the Bidder shall provide a proof a copy proof of payment with delivery notes as a successful completion evidence.

In case the bid is submitted by a joint venture (group of bidders), the requirement is fulfilled by all members of the group members cumulatively. This means that one or more members have executed one or more contracts with specified characteristics, but at least 1 (one) such contract in total.

(d) Technical Capability

1) The Bidder is authorized by the manufacturer (or the registered representative office of the manufacturer for the Republic of Serbia) of the offered goods (wireless access points, smart UPS and network switch). The certificate must relate to the sale of the goods and services offered in the territory of the Republic of Serbia.

Evidence: Manufacturer's sales authorization (the completed form "Manufacturer's Authorization" as set forth in the bid documents or similar form containing the same information).

² *The Beneficiary, in this instance, means the legal entity that benefits from the terms of a contract made between the Bidder and the Contractor/Contracting Authority (e.g. receives the goods or services).*

In case the bid is submitted by a joint venture (group of bidders), the requirement is fulfilled by all members of the group members cumulatively.

The Purchaser reserves the right to check the contents of the submitted documentary evidence and/or request additional documents at the stage of postqualification of Bids, in accordance with ITB 37. If it is established that the information provided on the confirmation provided is incorrect in the sense that false information has been provided, such Bid will be rejected as inadmissible.

At the same time, the Purchaser indicates that the submission of false information constitutes an offense of the bidder under the provisions of the Public Procurement Law of the Republic of Serbia and a criminal offense under the provisions of the Criminal Code of the Republic of Serbia.

CHANGES

The Bidder is obliged to inform the Purchaser without delay of any change regarding the fulfilment of the conditions of this procurement procedure, which occurs until the decision, i.e. conclusion of the Contract, or during the validity of the Contract.

Section IV. Bidding Forms

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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. In case the Bid is submitted by the JV this form is filled in by the JV Lead member and the next form is submitted by each member of the JV. All italicized text is to help Bidders in preparing this form and should be deleted after completing the form]

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

RFP No: EIB-GtP/ 002478304 2024 13460 006 003 000 001

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information - person duly authorized to sign on behalf of the Bidder Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Bidder's contact person for this Bid – to be used for communication per ITB 29.3: Name: <i>[insert contact persons' name]</i> Address: <i>[insert contact persons' address]</i> Telephone/Fax numbers: <i>[insert contact persons' telephone/fax numbers]</i> Email Address: <i>[insert contact persons' email address]</i>

8. Bidder's annual turnover for the last 3 accounting years:

2021: EUR

2022: EUR

2023: EUR

Average annual turnover for years 2021, 2022, 2023: EUR

9. 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 JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1.
- In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5 and establishing that the Bidder is not under the supervision of the Purchaser.
- The list of affiliated legal entities and a list of Board of Directors.

Joint Venture Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for each member of a Joint Venture. All italicized text is to help Bidders in preparing this form and should be deleted after completing the form].

Date: *[insert date (as day, month and year) of Bid Submission]*
RFP No: EIB-GtP/ 002478304 2024 13460 006 003 000 001

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>						
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>						
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>						
4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>						
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>						
6. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>						
7. JV Member's annual turnover for the last 3 accounting years: <table style="margin-left: 40px; width: 60%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black; padding: 2px;">2021:</td> <td style="border-bottom: 1px solid black; padding: 2px; text-align: right;">EUR</td> </tr> <tr> <td style="border-bottom: 1px solid black; padding: 2px;">2022:</td> <td style="border-bottom: 1px solid black; padding: 2px; text-align: right;">EUR</td> </tr> <tr> <td style="border-bottom: 1px solid black; padding: 2px;">2023:</td> <td style="border-bottom: 1px solid black; padding: 2px; text-align: right;">EUR</td> </tr> </table> <p style="margin-left: 40px; margin-top: 10px;">Average annual turnover for years 2021, 2022, 2023: _____ EUR</p>	2021:	EUR	2022:	EUR	2023:	EUR
2021:	EUR					
2022:	EUR					
2023:	EUR					
8. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.						

- In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5 and establishing that the Bidder is not under the supervision of the Purchaser.
- The list of affiliated legal entities and a list of Board of Directors.

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. All italicized text is to help Bidders in preparing this form and should be deleted after completing the form]

Date: *[insert date (as day, month and year) of Bid Submission]*
EIB-GtP/ 002478304 2024 13460 006 003 000 001

To: **Ministry of Information and Telecommunications No. 22- 26 Nemanjina street, 11000 Belgrade, Republic of Serbia**

We, the undersigned, are submitting our Bid for “**Procurement of spare parts for WLAN networks**”, EIB-GtP/ 002478304 2024 13460 006 003 000 001 in accordance to your Request for Bids dated *[insert date]*. *{If the Bidder is a joint venture, insert the following: We are submitting our Bid a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture}.*

We hereby declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including all Addendum(s);
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedule specified in the Schedule of Requirements the following Goods and Related Services: all goods and services for the whole contract.
- (c) If our bid is accepted and we are awarded with a Contract, the Goods and Related Services that we may supply under the Contract, shall be sourced from an eligible country in accordance with **ITB 5** and Section V, Eligible Countries. The Goods and Related Services shall be sourced from *[insert name of the country(ies)]*.

The total price of our Bid quoted per instructions in **ITB 14**, excluding any discounts offered in item (e) below is:

_____ EUR *[insert the total price of the Bid in words and figures]*

- (d) The unconditional discounts offered are: *[Specify in detail each unconditional discount offered.]*

The exact method of calculations to determine the net price after application of unconditional discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, 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;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with **ITB** Clause 46 and **GCC** Clause 17 for the due performance of the Contract;
- (g) We meet the eligibility requirements and have no conflict of interest in accordance with **ITB** Sub-Clause 4.2;
- (h) We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of **ITB 4.3**; Suspension and Debarment:
- (i) 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 Sanction.
- (j) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption³.
- (k) *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of **ITB 4.6**].*
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder: **[insert complete name of the Bidder]*

Signed: _____ *[insert signature of person whose name and capacity are shown]*
In the capacity of _____ *[insert legal capacity 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]*

³ <https://www.eib.org/en/publications/anti-fraud-policy>

Notes:

- * *In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.*
- ** *In the case of the Bid submitted by a Joint Venture the person signing the Bid shall have the power of attorney given by the members of Joint Venture. The power of attorney shall be attached with the Bid Submission Form.*

Price Schedule Form

*[The Bidder shall fill in this Price Schedule Form in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedule** shall coincide with the List of Goods, Licences and Related Services specified by the Purchaser in the Schedule of Requirements.]*

No .	SPECIFICATION OF EQUIPMENT AND RELATED LICENSES TO BE DELIVERED Item description	Unit of measure	Quantity	Currency (EUR)	Unit DDP price*	Total DDP price*
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Wireless access point	Pcs	650	EUR		
2	Smart UPS	Pcs	40	EUR		
3	Network switch	Pcs	150	EUR		
TOTAL Bid Price:				EUR		

Date _____

Signature of the Bidder's authorized person

Instructions for the Bidders how to complete the Price Schedules:

- Currency given in the Price Schedule Form will be used as Contract currency
- The Bidder fills in the column *Unit DDP (Delivered Duty Paid) price* in the column (6) per following instructions:
 - **For goods:** *Unit DDP (Delivered Duty Paid) price* including the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination. Please note that the project is exempt of all customs duties and value added tax (VAT) as per BDS 14.3 and those shall not be included.
 - The Bidder fills in the column *Total DDP price* in the column (7) per following instructions: As a product of column (4) Quantity and column (6) *Total DDP price*, formula $(7)=(4)\times(6)$

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date: *[insert date]*

RFB name:

**Procurement of spare parts for WLAN networks,
EIB-GtP/ 002478304 2024 13460 006 003 000 001**

**To: Ministry of Information and Telecommunications, No. 22- 26 Nemanjina street, 11000
Belgrade, The Republic of Serbia**

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods and related services, manufactured by us *[insert name and/or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Manufacturer]*

Covenant of Integrity

Procurement Reference No: **EIB-GtP/ 002478304 2024 13460 006 003 000 001**

To: Ministry of Information and Telecommunications No. 22- 26, Nemanjina Street, 11000 Belgrade, The Republic of Serbia

[*Name of lead tenderer*] hereby declare and covenant, on our behalf and on that of our joint venture partners, if any, for contract: Procurement of spare parts for WLAN networks managed by Ministry of Information and Telecommunications (the “**Contract**”), that neither we nor anyone, including any of our directors, employees, agents or subcontractors for the Contract, acting on our behalf with due authority or with our knowledge or consent or facilitated by us (together, the “**Associated Entities and Persons**”), nor any of our parent, subsidiary or affiliate companies,

- (i) have engaged in any Prohibited Conduct⁴ in connection with the tendering process, nor will we or the Associated Entities and Persons engage in such Prohibited Conduct during the execution of the Contract;
- (ii) are listed or otherwise subject to EU/United Nations sanctions;⁵
- (iii) are the subject of a current decision of exclusion by the European Investment Bank;
- (iv) during the 5 (five) years immediately preceding the date of this Covenant, have been convicted in any court or sanctioned⁶ by any authority (irrespective of whether such conviction or sanction is still in force) of any offence on grounds comparable to Prohibited Conduct in connection with a tendering process or any provision of works, goods or services; or
- (v) are excluded or subject to enforcement actions or otherwise sanctioned⁷ by the EU institutions or bodies, or any multilateral development bank,⁸ on grounds comparable to Prohibited Conduct, or have been under such exclusion, enforcement action or sanction the effectiveness of which ceased no more than 5 (five) years immediately preceding the date of this Covenant.

We will immediately inform you if any instance described under (i) to (v) above in respect of us or any of the Associated Entities and Persons comes to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant at any time during the tendering process and, if successful, during the Contract.

⁴ Corruption, fraud, collusion, coercion, obstruction, theft at EIB Group premises, misuse of EIB Group resources or assets, money laundering or financing of terrorism, all as defined in the EIB Group Anti-Fraud Policy, available at <https://www.eib.org/en/publications/anti-fraud-policy> and as amended from time to time.

⁵ EU sanctions or restrictive measures pursuant to Chapter 2 of Title V of the EU Treaty and the objectives of the Common Foreign and Security Policy set out in Article 21 of the EU Treaty and Article 215 of the Treaty on the Functioning of the EU, either autonomously or pursuant to the sanctions decided by the United Nations Security Council on the basis of Article 41 of the United Nations Charter.

⁶ Including a fine or any other financial penalty, irrespective of whether paid yet or not.

⁷ Including any decision having an effect similar to conditional non-exclusion, temporary suspension, letters of reprimand, or self-restraint.

⁸ Including the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development, the European Investment Bank and the Inter-American Development Bank.

We further declare and covenant that, if successful, neither us nor any of the Associated Entities and Persons will act in contravention of EU/United Nations sanctions during the execution of the Contract.

If applicable, we provide below the details of all convictions, exclusions or other sanctions, exclusion/sanctions proceedings, and/or enforcement actions, listed above under paragraphs (i) to (v), in respect of us or any of the Associated Entities and Persons, together with details of the measures taken, or to be taken, to ensure that no Prohibited Conduct is committed in connection with the tendering process or with the execution of the Contract (*if not applicable, please indicate not applicable in the table below*):

Name of entity	Details of disclosure	Measures taken or to be taken

We, or any of the Associated Entities and Persons, have paid, or will pay, the following commissions, gratuities or fees with respect to the tendering process or execution of the Contract [*insert complete name of each recipient, its full address, the reason for which each commission, gratuity or fee was paid, or will be paid, and the amount and currency of each such commission, gratuity or fee*]:

Name of recipient	Address	Reason	Amount

For the duration of the tendering process and, if we are successful, for the duration of the Contract, we will 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 grant the Ministry of Information and Telecommunications, the European Investment Bank, and any persons appointed by it and/or any authority or European Union institution or body having competence under European Union law, the right to (i) visit the sites, installations and works, (ii) interview our representatives and any other relevant person and (iii) inspect and copy our books and records in connection with the tendering process or the Contract, and we shall require our Associated Entities and Persons with knowledge of the Contract to respond to questions from the

European Investment Bank and to provide to it any information or documents necessary for the investigation of allegations of Prohibited Conduct.

We agree to preserve our books and records and ensure that the books and records of the Associated Entities are preserved generally in accordance with applicable law but in any case for at least 6 (six) years from the date of tender submission and, in the event we are awarded the Contract, at least 6 (six) years following the date of substantial performance of the Contract. We shall ensure that in any agreements with Associated Entities concerning the execution of the Contract provisions to the effect of this paragraph are included.

We acknowledge that any failure to comply with the obligations under this Covenant of Integrity (including any omission or misrepresentation, made knowingly or recklessly, of a past conviction, exclusion, other sanction or enforcement action), or any unauthorised amendment to the Covenant, may be considered a breach of the EIB Group Anti-Fraud Policy and thus result in the rejection of our tender for the Contract and/or cause the initiation of exclusion proceedings by the EIB against us and/or any of the Associated Entities and Persons.

SIGNED by a duly authorised representative with the requisite power and authority to sign on behalf of its company and, in the case of a joint venture, on behalf of each member thereof:

Date:

Name of company:

Name of signatory:

Position of signatory:

Signature:

Environmental and Social Covenant

Procurement Reference No: **EIB-GtP/ 002478304 2024 13460 006 003 000 001**

To: **Ministry of Information and Telecommunications, No. 22- 26, Nemanjina street, 11000 Belgrade, The Republic of Serbia**

We, [*name of lead tenderer*], shall, and shall ensure that all of our joint venture members and subcontractors, if any, for Procurement of spare parts for WLAN networks managed by the Ministry of Information and Telecommunications (the “Contract”), comply with all labour and health and safety 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 the environment that are applicable, ratified and in force in the country of implementation of the Contract.

Labour standards

We commit to adhere to the principles of the Fundamental Conventions of the International Labour Organization,⁹ and, in particular, we explicitly pledge not to employ child labour or forced labour, in line with Standard 8 of the EIB’s Environmental and Social Standards.¹⁰

We will require our subcontractors not to employ child labour or forced labour [*and to cascade these requirements throughout their respective supply chains*].¹¹ We shall:

- (i) pay rates of wages and benefits and observe conditions of work (including working time) that are fair and not lower than those established for the trade or industry where the work is carried out and ensure that wages are paid promptly and regularly; and
- (ii) keep complete and accurate records of employment of workers at the site.

Occupational and public health, and safety and security

We shall:

- (i) comply with all applicable occupational health and safety laws in the country of implementation of the Contract;
- (ii) develop and implement the necessary health and safety management plans and systems commensurate with the project risks and impacts, in accordance with the measures defined in the Project’s environmental and social management plans or equivalent and/or in the relevant studies and International Labour Organization guidelines on occupational safety and management systems;¹²

9 <https://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang-en/index.htm>.

10 <https://www.eib.org/en/publications/eib-environmental-and-social-standards>.

11 Text between brackets to be added in case the Bank’s risk assessment identifies the presence or a significant risk of child labour, forced labour or sexual exploitation or abuse at the primary supplier, or when risks are known or have been reported in lower tiers of the supply chain.

12 http://www.ilo.org/safework/info/standards-and-instruments/WCMS_107727/lang--en/index.htm.

- (iii) provide workers employed in relation to the Contract access to adequate, safe and healthy facilities as well as living quarters for workers living on-site, if relevant, in line with the EIB's Environmental and Social Standards;
- (iv) communicate all occupational health and safety rules, instructions and signage in a language understood by the workforce;
- (v) provide qualified first aid arrangements at all times;
- (vi) develop and implement a code of conduct and adopt specific measures to prevent and address inter alia gender-based violence, sexual exploitation and human trafficking for all workers, including those of our subcontractors;
- (vii) use security management arrangements that are consistent with international human rights standards and principles¹³ where such arrangements are required for the delivery of the Contract;
- (viii) establish procedures and systems for investigating, recording and reporting any type of accident and incident (whether they happen on-site or within the Contract influence area) that occurs as a direct consequence of the implementation works or Contract activities;
- (ix) report, investigate, document and analyse any environmental and health and safety incidents, accidents or circumstances and their impact or the effect arising or likely to arise from them, including permanent disabilities, ill health or fatalities occurring in relation to the Contract, and take due actions to address and prevent any future similar event, keep the EIB informed of the ongoing implementation of these measures and, where required by national law, notify the relevant authorities of such occurrences and cooperate with them in this respect.

Protection of the environment

We shall take all reasonable steps to protect the environment, biodiversity and ecosystems 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, discharges to the surface, ground and marine environments and effluent from our activities will comply with the limits, specifications or stipulations as defined in EIB Statement of Environmental and Social Principles and Standards and the international and national legislation and regulations applicable in the country of implementation of the Contract.

Environmental and social performance

We shall comply with the measures prescribed to us in the Contract and any corrective or preventative actions in the annual environmental and social monitoring report or other environmental and social action plan required by the Contract, if any. To this end, we shall develop and implement an environmental and social management system commensurate to the size and complexity of the Contract and provide the Ministry of Information and Telecommunications with the details of the (i) plans and procedures, (ii) roles and responsibilities and (iii) relevant monitoring

¹³ For example, the United Nations Voluntary Principles on Security and Human Rights (<https://www.voluntaryprinciples.org/>), the United Nations Basic Principles on the Use of Force and Firearms by Law Enforcement Officials (<https://www.ohchr.org/en/professionalinterest/pages/useofforceandfirearms.aspx>), the United Nations Code of Conduct for Law Enforcement Officials (<https://www.ohchr.org/EN/ProfessionalInterest/Pages/LawEnforcementOfficials.aspx>) and the International Code of Conduct for Private Security Providers (https://www.icoca.ch/en/the_icoc).

and review reports. We further commit to fully cooperate with the staff of the supervision consultant, where applicable.

Our tender price as offered for the Contract includes all costs related to our environmental and social performance obligations under the Contract. We shall:

- (i) reassess, in consultation with the Ministry of Information and Telecommunications any changes that may potentially cause negative environmental or social impacts;
- (ii) provide the Ministry of Information and Telecommunications with a written notice and in a timely manner of any unanticipated environmental or social risks or impacts that arise during the implementation of the Contract previously not taken into account; and
- (iii) in consultation with the Ministry of Information and Telecommunications, adjust environmental and social monitoring and mitigation and/or compensatory and/or remedy measures as necessary to assure compliance with our environmental and social obligations.

Environmental and social staff

We shall facilitate the Ministry's ongoing monitoring and supervision of our compliance with the environmental and social obligations described above.

Environmental and social management team

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 Ministry of Information and Telecommunications and to whom the Ministry of Information and Telecommunications 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 Ministry of Information and Telecommunications, the EIB, and auditors appointed by either of them, the right to inspect 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 joint venture members and subcontractors.

SIGNED by a duly authorised representative with the requisite power and authority to sign on behalf of its company and, in the case of a joint venture, on behalf of each member thereof:

Date:

Name of company:

Name of signatory:

Position of signatory:

Signature:

Section V. Eligible Countries

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

In accordance with EIB Guide to Procurement – “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

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1. Introduction

Academic and Research Network of Republic of Serbia (AMRES) is a science-exploration and education computer network of the Republic of Serbia and connects more than 2,000 education and research institutions in Republic of Serbia including practically all primary and secondary school locations in the country.

As part of the previous projects AMRES developed distributed wireless infrastructure, with central management under AMRES.

The subject of this procurement is purchase of 650 pcs of Wireless access point, 40 pcs of Smart UPS and 150 pcs of Network switch to be used as spare parts for the maintenance and upgrades of the school WLANs.

2. Related Services and Completion Schedule

Completion schedule

Project implementation is planned to commence and complete during the school summer holiday. Implementation period will tentatively commence in July 2024, upon written notification issued by the Client.

The supplier shall deliver the equipment and the licenses within 45 calendar days from Commencement date, which will be validated with the Acceptance certificate signed by representatives of the Supplier and Beneficiary.

The equipment will be delivered to the delivery address on the territory of city of Belgrade specified by the Purchaser.

Project activities

After the contract signing, the Supplier is obliged to perform the following activities:

- Assign the person who is responsible for the contract implementation (Supplier's project manager)
- Deliver equipment, including a delivery note
- Provide support and warranty during the warranty period. The minimum period of the Manufacturer's warranty for all system components is specified in the Technical Specification Form. The maximum period for repair and replacement from the moment of declaration is 30 (thirty) days unless otherwise specified in the Technical Specification Form.

The Purchaser has the following obligations:

- To assign the responsible person for project implementation

- To prepare the location of the final destination for delivery, if needed

3. Technical Specifications

Technical requirements for the Wireless access point and Licenses, Smart UPS and Network switch

All goods and materials to be incorporated in the goods must be new, unused, and of the recent or current models (models which have not reached their end-of-support), and shall incorporate all recent improvements in design and materials, unless provided otherwise in the contract.

- The wireless access point must be compatible with the wireless controller which is already installed in the AMRES network (model Cisco AIR-CT8540-K9). Compatibility must be confirmed in the documentation of the manufacturer of the wireless controller.
- The access point must be equipped with the necessary license for operation with the existing (installed) wireless controller.

The Technical Specifications and Technical Specification Form for all the items are integral part of this procurement.

All pages of the **Technical Specification Form** where entries or amendments have been made shall be initialled by the person or persons signing the bid.

The bidders are requested to complete Technical Specification Form with a description of the offered items.

Column Unit of measure and Indicative amount are completed by the Purchaser (not to be modified by the Bidder).

Column Country of Origin should be filled in by the Bidder with the country of origin for the items offered.

Column Technical Specification Offered should be filled in by the Bidder with technical specification offered.

Column Other information allows the bidder to make references to the technical documentation (data sheet, catalogue, brochure or other technical documentation).

3. TECHNICAL SPECIFICATION FORM

Specification of equipment	Unit	Qty	Country of origin	Description of the offered item	Additional information
1. Wireless access point					
<p>The wireless access point must support the following features:</p> <ul style="list-style-type: none"> • Support for 802.11a/b/g, 802.11n, 802.11ac Wave 2 IEEE standards • Support for radio bands: 2.4 GHz and 5 GHz • Support for 20 MHz radio channel bandwidth in the 2.4 GHz band • Support for 20 MHz, 40 MHz and 80 MHz radio bandwidths in the 5 GHz band • Two 10/100/1000Base-T interfaces (RJ-45) (PoE/AUX) • Support for aggregation of 10/100/1000Base-T ports • Console port for local access • Support for powering access point via Power over Ethernet using 802.3at PoE + standard • Support for MIMO (Multiple Input Multiple Output) antenna system with a minimum of 4 transmit antennas and a minimum of 4 receive antennas. Ability to form a minimum of 4 spatial streams 	Pcs	650			

<ul style="list-style-type: none"> • Support for 802.11ac beamforming mechanism • Support for 802.11 Dynamic Frequency Selection (DFS) • Support for minimum 2 Gbps throughput (dual-radio aggregate data rate) • Package Aggregation Support: aggregated MAC Protocol Data Unit (A-MPDU Tx/Rx), aggregated MAC Service Data Unit (A-MSDU Tx/Rx) • Support for WPA, WPA2 and WPA3 security protocols • Support for operating temperature of environment: minimum range from 0° C to 50° C • Support for operating humidity of environment: minimum range from 10% to 90% • The access point must be equipped with ceiling mounting kit (bracket). <p>Compatibility:</p> <ul style="list-style-type: none"> • The wireless access point must be compatible with the wireless controller which is already installed in the AMRES school WLAN network (model Cisco AIR-CT8540-K9). Compatibility must be confirmed in the documentation of the manufacturer of the wireless controller. • The access point must be equipped with the necessary license for operation with the existing (installed) wireless controller. <p>Warranty:</p>				
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Minimum 2 years hardware warranty for provided equipment (wireless access point).					
S2. Smart UPS					
<p>The smart UPS must support the following features: Capacity/power: at least 2000VA/1200W Operating mode: Line interactive Functions: Automatic voltage regulation, RS232 port, USB port and SNMP slot Mount: Rack mount Size: 2U max Maximum depth: 310mm Connectors: 1 x IEC C14, 6 x IEC C13</p> <p>Warranty: Minimum 2 years hardware warranty for provided equipment.</p>	pcs	40			
3. Network switch					
<p>The network switch must support the following features:</p> <ul style="list-style-type: none"> • At least 24 Gigabit Ethernet 10/100/1000 RJ-45 port, • At least 2 shared Gigabit Ethernet RJ45/SFP Port, • One console port for device management, • Minimum switch capacity: 50 Gb/S, • Minimum rate of packet submission (for the size of 64B): 36 Mp/S, • Support for minimal 32MB flash and minimal 128MB of CPU memory, 	pcs	150			

<ul style="list-style-type: none">• Device reset button• Support to form VLAN in accordance with IEEE 802.1 Q, where it can be configured at least 256 of simultaneous active VLANS (port-based, tag based, Management VLAN, VLAN for guests), minimum 8,000 MAC address, minimum registry size for packages 4 Mb,• Support for Layer 2 switching,• Support for Jumbo packages with min. size 9,216 bytes,• Support for IEEE 802.3 ad (LACP) port aggregate, with the possibility of forming a minimum of 8 groups, with a minimum of 8 ports in the group, with support for balancing the load based on the source and destination MAC address and on the source and destination MAC/IP parameters• Support for Spanning Tree protocols: IEEE 802.1 D, IEEE 802.1 W, and IEEE 802.1 s with a minimum of 16 instances,• Support for Q-in-Q VLAN,• Support for GVRP and GARP protocols that enables automatic propagation and configuration of VLANs,• Support for the following functionalities: TFTP, SNTP, Syslog, SSL, SSH v2, SNMPv1/v2/v3, Ping, Traceroute, RADIUS, cable diagnostics and DHCP Client,• Support for command line interface with minimal 15 user priority levels for device management,• A built-in software client (utility) that enables the device to be set up through a Web browser client using HTTP and HTTPS protocols,				
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<ul style="list-style-type: none">• Support for upgrade software on the device over HTTP/HTTPS and TFTP protocol,• Support for two firmware files to ensure a more robust upgrade firmware software on the device• Support for port mirroring so that it is supported to send packages with at least 8 source ports to 1 destination port, with support for at least 4 mirroring sessions,• protocol support: IGMP snooping V1/v2/v3 and MLD v1/v2 snooping for IPv6,• for a minimum 250 multicast group,• Support for LLDP protocol IEEE 802.1 AB and LLDP-MED extensions• Support for broadcast, multicast and unicast storm control,• Support for VLAN for speech (voice) traffic, so that speech traffic is automatically assigned to the VLAN and processes with the appropriate level of service quality,• Support for MAC address filtering,• Support for protection from DDoS-of-Service attack,• STP Bridge Protocol Data Unit security functionality (BPDU) Guard and Spanning Tree Loop Guard,• IPv6 functionality support: IPv6 host mode, IPv6 over Ethernet, Dual IPv6/IPv4 Stack, IPv6 stateless address autoconfiguration, to prioritize IPv6 packets implemented in hardware and support for ACL (Access Control List) Discard or limit IPv6 packets implemented in hardware				
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<ul style="list-style-type: none">• Support for service quality (QoS) IEEE 802.1 p, DSCP, and at least 8 per-port hardware queuing• Support for the traffic restriction per VLAN and by port,• Support for QoS Weighted Round Robin (WRR) and Strict Priority,• Support for minimal 512 Access Control List of rules, based on protocol, port, DSCP/IP precedence values, source and destination MAC address, VLAN ID, or IP address, Ethernet type, TCP flag, ICMP packets, and IGMP packets• Port security support over limiting the number of learned MAC addresses,• IEEE 802.1 X protocol support (RADIUS authentication),• Underscores for TCP avoidance of congestion in order to reduce and avoid TCP sync losses,• Support to turn ports on or off based on a time-defined schedule by the device administrator,• The device must have high reliability and quality, i.e. the MTBF value (middle time between failure) is minimum 340,000 hours• The height of the device must be 1 RU, and the device must be supplied in the Req set for rack-mount.• Integrated power for the device, with input voltage in range of 100V to 240V alternately,• is necessary to deliver 1 power cord with the EU (a shot) connector,• It is necessary to deliver 1 console cable for the device management,				
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<ul style="list-style-type: none">Working temperature in range from 0 °c to 50 °c or wider. <p>Warranty: Minimum 2 years hardware warranty for provided equipment (network switch).</p>					
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4. General Technical Requirements

1. Introduction

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

The general technical requirements shall apply to all items.

Should there be any conflict or inconsistency between the terms of these requirements and the Technical Specification Form, the Technical Specification shall prevail.

The Bidder shall be aware that supply and delivery must include all needed parts and accessories (e.g., tubing, cabling, special tools, and labware required for regular maintenance and operation) for the supplies to be presented for acceptance fully installed, operational, and ready for use in accordance with technical and manufacturer specifications.

The accessories, parts and documentation used during delivery 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. Any improvements to the specifications or additional features offered should be clearly identified in the bidder's offer.

All manufacturers' technical literature supplied with the bid must match the Bidder's written specifications. Manufacturers' technical literature should be submitted for each item offered, and Bidders shall provide the necessary documentation (catalogues, guides, brochures, manuals, booklets, etc.) with detailed technical specifications of all items being offered, thus enabling the Purchaser to verify the information provided in the offer. If the requested parameter is not stated in the official manufacturer data sheet, it is allowed to submit a manufacturer's statement or statement issued by the registered representative office of the manufacturer as a proof of the requirements given in the Technical Specification. Bidders shall be required to demonstrate that the offered specifications are responsive to the requirements given in the Technical Specification identifying model, manufacturer and country of origin of each individual item in their specifications offered.

Note: Supplier is allowed to submit catalogues, guides, brochures, manuals, booklets, etc. in electronic form (USB) or link to the manufacturer's web site.

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

2. Equivalency of Standards and Codes

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.

The equipment offered should be manufactured in accordance with the technical specifications.

3. Electrical Specifications

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

Single Phase 220V RMS AC $\pm 10\%$ 50 Hz $\pm 5\%$ with earth.

Three Phase 380V RMS AC $\pm 10\%$ 50Hz $\pm 5\%$ with earth.

The quality and stability of the supplied current may undergo fluctuations of $\pm 10\%$. 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.

PART 3 - Contract

Section VII. General Conditions of Contract

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Section VII. General Conditions of Contract

- 1. Definitions**
- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Bank” means the European Investment Bank (EIB).
 - (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
 - (d) “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.
 - (e) “Day” means calendar day.
 - (f) “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (g) “GCC” means the General Conditions of Contract.
 - (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
 - (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
 - (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the **SCC**.
 - (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
 - (l) “SCC” means the Special Conditions of Contract.
 - (m) “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.

- (n) “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 Purchaser and is named as such in the Contract Agreement.
- (o) “The Project Site” where applicable, means the place named in the SCC.

2. Contract Documents

2.1 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.

3. Fraud and Corruption

3.1 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank credits and loans), as well as bidders, suppliers, contractors, and consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy¹⁴, the Bank defines, for the purposes of this provision, the terms set forth below as follows:

- defines, for the purposes of this provision, the terms set forth below as follows:
- “Corrupt Practice” is the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
- “Fraudulent Practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- “Coercive Practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party to influence improperly the actions of a party.
- “Collusive Practice” is an arrangement between two or more parties designed to achieve an improper purpose,

¹⁴ See the EIB’s Anti-Fraud Policy for definitions (<http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm>).

including influencing improperly the actions of another party

- “Theft at EIB Group premises” is the misappropriation of property belonging to another party committed within EIB Group premises
- “Obstructive Practice” is (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (b) acts intended to materially impede the exercise of the EIB’s contractual rights of audit or access to information or the rights that any banking, regulatory or examining authority or other equivalent body of the European Union or of its Member States may have in accordance with any law, regulation or treaty or pursuant to any agreement into which the EIB has entered in order to implement such law, regulation or treaty;
- “Misuse of EIB Group resources or assets” means any illegal activity committed in the use of the EIB Group’s resources or assets, either knowingly or recklessly.
- “Money Laundering” is defined in the Bank’s Anti-Fraud Policy
- “Terrorist Financing” is defined in the Bank’s Anti-Fraud Policy.

3.2 In pursuance of the policy as set out in EIB’s Anti-Fraud Policy¹⁵, if it is established to the required standards¹⁶ that a project-related party¹⁷ has engaged in Prohibited Conduct in the course of a procurement process or implementation of a contract financed, the Bank:

- May seek appropriate remediation of the Prohibited Conduct to its satisfaction;
- May declare ineligible such project-related party to be awarded the contract

¹⁵ See the EIB’s Anti-Fraud Policy for definitions (<http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm>).

¹⁶ In accordance with the EIB’s Investigation Procedures.

¹⁷ See the EIB’s Anti-Fraud Policy

- 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.
- 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.

3.3 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.

3.4 The Supplier shall permit and shall cause their agents (where declared or not), sub-contractors, subconsultants, service providers, suppliers, and personnel, to permit the Purchaser, 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, the right to inspect and copy the books and records of the tenderer, contractor, supplier or consultant in connection with any Bank-financed contract

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (a) 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.
- (b) 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.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser 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.

4.4 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.

4.5 Nonwaiver

- (a) 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.
- (b) 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.

4.6 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.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, 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.
- 5.2 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.

6. Joint Venture, Consortium or Association

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser 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 Purchaser.

- 7. Eligibility**
- 7.1 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.
- 7.2 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.
- 8. Notices**
- 8.1 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.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC**.
- 10. Settlement of Disputes**
- 10.1 The Purchaser 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.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser 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**.

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- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.
- 11. Scope of Supply** 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 12. Delivery and Documents** 12.1 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**.
- 13. Supplier's Responsibilities** 13.1 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.
- 14. Contract Price** 14.1 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**.
- 15. Terms of Payment**
- 15.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
 - 15.2 The Supplier's request for payment shall be made to the Purchaser 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.
 - 15.3 Payments shall be made promptly by the Purchaser, 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 Purchaser has accepted it.
 - 15.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
 - 15.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser 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 arbitration award.

- 16. Taxes and Duties**
- 16.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 16.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted Goods to the Purchaser.
- 16.3 For any customs and tax exemptions, reductions, allowances or privileges available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent. 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 based on the Finance Contract concluded between the Republic of Serbia and the European Investment Bank.
- 17. Performance Security**
- 17.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.
- 17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 17.3 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 Purchaser; and shall be in one of the format stipulated by the Purchaser in the **SCC**, or in another format acceptable to the Purchaser.
- 17.4 The Performance Security shall be discharged by the Purchaser 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**.
- 18. Copyright**
- 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser 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.

19. Confidential Information

19.1 The Purchaser 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 Purchaser 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.

19.2 The Purchaser 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 Purchaser for any purpose other than the performance of the Contract.

19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) 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; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

19.4 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.

19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontracting

20.1 The Supplier shall notify the Purchaser 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.

20.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

21. Specifications and Standards

21.1 Technical Specifications and Drawings

(a) 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.

(b) 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 Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) 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 Purchaser and shall be treated in accordance with GCC Clause 32.

22. Packing and Documents

22.1 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.

22.2 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 Purchaser.

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- 23. Insurance** 23.1 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**.
- 24. Transportation** 24.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 25. Inspections and Tests** 25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 25.2 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 Purchaser'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 Purchaser.
- 25.3 The Purchaser 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 Purchaser 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.
- 25.4 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 Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 25.5 The Purchaser 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.

- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 The Purchaser 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 Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 25.4.
- 25.8 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 Purchaser 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.

26. Liquidated Damages

- 26.1 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 Purchaser 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 Purchaser may terminate the Contract pursuant to GCC Clause 34.

27. Warranty

- 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models (models which have not reached their end-of-sales), and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 27.2 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.
- 27.3 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.

- 27.4 The Purchaser 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 Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 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 Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser 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 Purchaser may have against the Supplier under the Contract.

**28. Patent
Indemnity**

- 28.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Purchaser 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 Purchaser 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:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) the 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.

- 28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

- 28.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 28.4 The Purchaser 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.
- 28.5 The Purchaser 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 Purchaser.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or wilful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, 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 Purchaser and
- (b) the aggregate liability of the Supplier to the Purchaser, 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 purchaser with respect to patent infringement

30. Change in Laws and Regulations

- 30.1 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 Purchaser'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.

31. Force Majeure

- 31.1 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.
- 31.2 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 Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser 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.

32. Change Orders and Contract Amendments

- 32.1 The Purchaser 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:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 32.2 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 Purchaser's change order.

32.3 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.

32.4 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.

33. Extensions of Time

33.1 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 Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser 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.

33.2 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.

34. Termination

34.1 Termination for Default

(a) The Purchaser, 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:

(i) 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 Purchaser pursuant to GCC Clause 33;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Purchaser 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 Purchaser 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.

34.2 Termination for Insolvency.

- (a) The Purchaser 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 Purchaser

34.3 Termination for Convenience.

- (a) The Purchaser, 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 Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) 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 Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to 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.

35. Assignment

- 35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**36. Export
Restriction**

- 36.1 In case the conclusion of the contract is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser 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 Purchaser 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 Purchaser, to the country of the Purchaser 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 purchaser 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 conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(j)	The Purchaser's country is: The Republic of Serbia
GCC 1.1(k)	The Purchaser is: Ministry of Information and Telecommunications
GCC 1.1 (o)	The Project Site/Final Destination is: [Purchaser's warehouse, address to be completed before contract signing] 11000 Belgrade, The Republic of Serbia
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The Incoterms edition is the latest edition at the time of contract signing published by the International Chamber of Commerce, 38 Cours Albert 1er, 75008 Paris, France the official web site at http://www.iccwbo.org/index_incoterms.asp
GCC 5.1	The Contract shall be written in English and translated in 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 Purchaser's address shall be: To: Ministry of Information and Telecommunications Address: Nemanjina 22- 26 City: 11000 Belgrade Country: The Republic of Serbia Electronic mail address: internationalpublicprocurement@mit.gov.rs
GCC 9.1	The applicable law shall be the law of Serbia as long as aligned with EIB Guide to procurement.
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:

	<p>If the Supplier is a company registered in Purchaser's Country: Rules of the Permanent Arbitration ("Official Gazette of the RS" No. 101/16).</p> <p>Place of arbitration: Permanent Arbitration Chamber of Commerce and Industry of Serbia Knez Mihailova 10 11000 Belgrade</p> <p>tel: (+381 11) 4149-415 e-mail: arbitraza@pks.rs</p> <p>If the Supplier is a company registered outside Employer's Country: Rules of Arbitration of the International Chamber of Commerce.</p> <p>Place of arbitration: ICC Headquarters 33-43 avenue du Président Wilson 75116 Paris, France</p> <p>Tel: +33 (0) 1 49 53 28 28 Fax: + 33 (0) 1 86 26 67 44 Email: icc@iccwbo.org</p> <p>In the case of JVCA, the Lead Partner's registered seat will determine the Supplier's place of registration.</p>
GCC 12.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <p>Upon shipping the goods, the Supplier shall inform the Purchaser about all the shipment details. The Supplier shall submit the following documents to the Purchaser by e-mail or regular mail:</p> <ul style="list-style-type: none"> a) Copy of the invoice with information on the items, quantity and value b) Manufacturer's warranty certificate c) Delivery note <p>The Purchaser should receive the abovementioned documents before the arrival of the goods and if they are not received, the Supplier is responsible for all consequential costs including customs duties.</p>
GCC 14.1	<p>The prices charged for the Goods supplied and the related Services performed shall not be adjustable.</p>

GCC 15.1	<p>GCC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>(i) On Acceptance: 100% of the Contract Price shall be paid to the Supplier within forty-five (30) days after the receipt of the following documents:</p> <ol style="list-style-type: none"> 1. Valid invoice, provided in accordance with the applicable national legislation of the Purchaser’s country 2. VAT exemption decision issued by the Tax Authority in the Purchaser’s country 3. Acceptance certificate for the complete delivery under this contract issued by the Purchaser 4. Manufacturer’s warranty certificate for the equipment
GCC 15.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be forty-five (45) days upon issuing of invoice and other relevant documents.</p> <p>The interest rate that shall be applied is Serbia Central Bank’s (National Bank of Serbia) official yearly interest rate.</p>
GCC 17.1	<p>Performance Security shall be required, except in the situation described in GCC 17.3.</p> <p>The Performance Security shall be in the form of a Bank Guarantee, which must have the clauses: unconditional, payable on first call and without the right to object.</p> <p>The Bank Guarantee should be issued: in the amount of 10% of the total value of this Contract (excluding VAT), with a validity of 75 days after the commencement date. The Performance Security shall be discharged by the Purchaser 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 related to implementation (excluding warranty period).</p>

GCC 17.3	<p>The Supplier shall provide performance security for the performance of the Contract within twenty-eight (28) days from the contract signing date, using the template in Appendix: Performance Security Form.</p> <p>If the Supplier delivers the goods (completes the Supplier's performance obligations under the Contract related to implementation, excluding warranty) within twenty-eight (28) days from the contract signing date, Performance security is not required.</p> <p>If the Supplier submits a bank guarantee of a foreign bank in a foreign language, he shall also submit a translation of that bank guarantee in the Serbian language, translated by an authorized court interpreter.</p> <p>The submitted bank guarantee may not contain additional payment conditions, a shorter period than the one specified by the Purchaser, a smaller amount than determined by the Purchaser or an altered local jurisdiction for resolving disputes.</p> <p>The Bank Guarantee may be forfeited if the Supplier does not fulfil its obligations in the manner and under the conditions defined in this Contract or if the Supplier does not comply with the regulations governing the area of the subject of the Contract.</p>
GCC 17.4	<p>Discharge of the Performance Security for the implementation period shall take place: twenty-eight (28) days upon signed Acceptance certificate for the complete delivery under this contract issued by the Purchaser.</p>
GCC 17.5	<p>A Security for the Elimination of Defects in the Warranty Period shall be required.</p> <p>The Supplier shall, within twenty eight (28) days after signing the Acceptance certificate, provide a Security for the Elimination of Defects in the Warranty Period. Otherwise, the Purchaser reserves the right to withhold the payment until the Security for the Elimination of Defects is provided.</p>

GCC 17.6	<p>The Security for the Elimination of Defects in the Warranty Period shall be in the form of a bank guarantee, which must have the following clauses: unconditional, payable on first call and without the right to objection.</p> <p>The Security for the Elimination of Defects in the Warranty Period shall be issued in the amount of 5 % of the total value of the particular contract excluding VAT, with a validity of 28 (twenty-eight) days after the end of the warranty period. The Purchaser shall redeem the Security for the Elimination of Defects in the Warranty Period in case the Supplier does not eliminate defects that would reduce the possibility of using the subject of the contract in the warranty period.</p> <p>The Security for the Elimination of Defects in the Warranty Period shall be discharged by the Purchaser 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 related to warranty period (warranty period expired).</p>
GCC 22.3	The packing, marking and documentation within and outside the packages shall be: Manufacturer's original packaging (trademark owner's)
GCC 23.1	The insurance coverage shall be as specified in the Incoterms.
GCC 24.1	The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser's country, defined as the Project Site. Transport to such place of destination in the Purchaser's country, including insurance, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
GCC 25.1	No inspections and tests are foreseen.
GCC 25.2	n/a
GCC 26.1	The liquidated damage shall be: one percent (1%) per week
GCC 26.1	The maximum amount of liquidated damages shall be: ten percent (10%)
GCC 27.3	The period of validity of the Warranty shall be: in accordance with requirements stated in "Related Services and Delivery Schedules", "Technical Specifications" and "Technical Specification Form" in Section VI, Schedule of Requirements of the Bidding Documents.
GCC 27.5	The period for repair or replacement shall be: in accordance with requirements stated in "Related Services and Delivery Schedules", "Technical Specifications" and "Technical Specification Form" in Section VI, Schedule of Requirements of the Bidding Documents.

Section IX. Contract Forms

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1. Contract Agreement

THIS CONTRACT AGREEMENT is made

BETWEEN

- 1) Ministry of Information and Telecommunications, No.22- 26, Nemanjina Street 11000 Belgrade, The Republic of Serbia (hereinafter called “The Purchaser”) and
- 2) [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”)

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

**Procurement of spare parts for WLAN networks,
EIB-GtP/ 002478304 2024 13460 006 003 000 001**

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

_____ EUR [write number and word]

[insert Total Bid Price as given in Price Schedule Form]

(hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH 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 Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - This Contract Agreement
 - Special Conditions of Contract
 - General Conditions of Contract
 - Appendixes:
 - Technical Requirements (including Schedule of Requirements, Technical Specifications and Technical Specification Form)
 - The Supplier’s Bid and original Price Schedule
 - Preliminary List of Final Destinations
 - The Purchaser’s Notification of Award
 - Bank Guarantee for Advance Payment Form
 - Performance Security Form

- All other documents that make tender documentation
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 Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 5. The Purchaser 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.

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 Purchaser

Signed: [insert signature]
in the capacity of [insert title or other appropriate designation]
in the presence of [insert identification of official witness]

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]
in the presence of [insert identification of official witness]

2. Performance Security Form

[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]*

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

Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No: *[insert Performance Guarantee number]*

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 undertake to pay you any sum(s) not exceeding *[insert amount(s)¹⁸ 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 cavil 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]*,¹⁹ 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, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

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

¹⁸ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

¹⁹ Dates established in accordance with Clause 17.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

3. Security for the Elimination of Defects in the Warranty Period

[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]*
Procurement reference number *[insert]*

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

Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No: *[insert Performance Guarantee number]*

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 Security for the Elimination of Defects in the Warranty Period is required.

At the request of the Supplier, we hereby irrevocable, unconditional, payable on first call and without the right to object undertake to pay you any sum(s) not exceeding *[insert amount(s)²⁰ 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 cavil 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]*,²¹ 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, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

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

²⁰ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

²¹ Dates established in accordance with Clause 17.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

5. Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]

[Send this Notification to the Bidder’s Authorized Representative named in the Bidder Information Form]

For the attention of Bidder’s Authorized Representative

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]*

[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Purchaser: *[insert the name of the Purchaser]*

Project: *[insert name of project]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where RFB is issued]*

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*

RFB No: *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	<i>[insert name of successful Bidder]</i>
Address:	<i>[insert address of the successful Bidder]</i>
Contract price:	<i>[insert contract price of the successful Bid]</i>

2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid’s price was evaluated include the evaluated price as well as the Bid price as read out.]*

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]

3. Reason/s why your Bid was unsuccessful

[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

4. How to request a debriefing

Deadline: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Purchaser]

Email address: [insert email address]

Fax number: [insert fax number] *delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within two (2) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Conclusion of Contract Notice.

5. How to make a complaint

Deadline: Procurement-related Complaint challenging the decision on evaluation of Bids shall be submitted by midnight, *[insert date]* (local time).

Provide the Contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Purchaser]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision on evaluation of Bids. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends as stipulated in ITB in tender document.

Further information:

For more information see Serbian Law on Procurement. You should read these provisions before preparing and submitting your complaint.

In summary, there are two essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this procurement process, and is the recipient of a Notification of Intention to Award.
2. You must submit the complaint within the period stated above.

You must submit your complaint as specified in the Instructions to Bidders Clause 47.2 (details provided in Data Sheet, ITB 47.2).

6. Standstill Period

Deadline: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in the section above titled 'How to request a debriefing'.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Purchaser:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

6. Notification of Award

[use letterhead paper of the Purchaser]

[date]

To: *[name and address of the Supplier]*

Subject: *Notification of Award Contract No.*

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the contract and identification number, as given in the SCC]* for the Accepted Contract Amount of *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by the Purchaser.

You are requested to furnish (i) signed Contract Agreement within eight (8) Business days and (ii) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Form provided in Section IX, Contract Forms, of the Bidding documents.

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Purchaser: _____

Attachment: Contract Agreement