PROCUREMENT DOCUMENTS

**Procurement of various equipment for The Science Technology Park building in Niš, Serbia**

**IOP/31-2019/RD**

Project: **Public Sector Research and Development**

Project component: **Improving the country's infrastructure for the development of information technologies: Creation of Science and Technology Park in Niš**

Purchaser (PIU): **Public Investment Management Office**

Country: **Republic of Serbia**

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# PART 1 – Bidding Procedures

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| **Section I. Instructions to Bidders** | |
|  | General |
| 1. Scope of Bid | * 1. The Purchaser **indicated in the Bidding Data Sheet (BDS),** issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name and identification number of this International Competitive Bidding (ICB) in accordance to the EIB Guide to Procurement (GtP)   [http://www.eib.org/en/infocentre/publications/all/guide-to-procurement.htm](http://www.eib.org/en/infocentre/publications/all/guide-to-procurement.htm%20) are **specified in the BDS.** The name, identification, and number of lots of are **provided in the BDS.**  Throughout these Bidding Documents: the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;if the context so requires, “singular” means “plural” and vice versa; and“day” means calendar day. |
| 1. Source of Funds | * 1. The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from **the European Investment Bank** and **The Council of Europe Development Bank** (hereinafter called “the Bank”) toward the cost of the project **named in the** **BDS.** The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.   2. Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan Agreement. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds.   3. Pursuant to its Sanctions Policy, the Bank shall not provide finance, directly or indirectly, to or for the benefit of an individual or entity that is subject to financial sanctions imposed by the EU, either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of article 41 of the UN Charter." EIB Exclusion list:   <http://www.eib.org/en/about/accountability/anti-fraud/exclusion/index.htm> |
| 1. Fraud and Corruption | * 1. The Bank requires 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 policy, the Bank:  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  • “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;  • “Money Laundering” is defined in the Bank’s Anti-Fraud Policy  • “Terrorist Financing” is defined in the Bank’s Anti-Fraud Policy will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in Prohibited conduct in competing for the Contract in question;may cancel all or part of the Bank financing allocated to a contract for works, goods or services if it, at any time, determines pursuant to its exclusion procedures that an individual or an entity has engaged in any prohibited conduct during the procurement process or during the execution of the contract, without the promoter having taken action satisfactory to the Bank to investigate and/or terminate the prohibited conduct or, as the case may be, remedy the damage;may declare an individual or an entity ineligible to be awarded a contract under any EIB Project or to enter into any relationship with the Bank, if it determines pursuant to its exclusion procedures that such individual or entity has engaged in any prohibited conduct in the course of the procurement process and/or implementation of the contract; andwill have the right to require that a provision be included in Bidding Documents and in contracts financed by a Bank loan, requiring bidders, suppliers, contractors and consultants to permit the Bank to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Bank.  * 1. Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 34.1 (a) (iii) of the General Conditions of Contract. |
| 1. Eligible Bidders | * 1. A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services. A Bidder may be a firm that is a private entity, a government-owned entity - subject to ITB 4.4 - 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 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 all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. The JV shall nominate a Representatives (maximum two) to issue financial documents (proforma invoices and invoices) and to whom all payments will be made Unless specified in the BDS, there is no limit on the number of members in a JV.   2. The Purchaser requires that candidates, tenderers, 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 Purchaser will not accept candidates or tenderers 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. (GtP1.5)   A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:  (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or  (b) receives or has received any direct or indirect subsidy from another Bidder; or  (c) has the same legal representative as another Bidder; or  (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or  (e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or  (f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or  (g) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower as Engineer for the Contract implementation; or  (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project contract to be awarded under the concerned procedure 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  (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Purchaser throughout the procurement process and execution of the contract.  4.3 A Bidder that is under a declaration of ineligibility by the Bank in accordance with ITB Clause 3, at the date of contract award, shall be disqualified**.**  4.4 Bidders that are Government-owned enterprises or institutions in the Purchaser’s Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Purchaser’s satisfaction, through all relevant documents, including its Charter and other information the Purchaser may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.  Firms and individuals may be ineligible if (i) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the 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 websites <http://ec.europa.eu/external_relations/cfsp/sanctions/consol-list_en.htm> and <http://eeas.europa.eu/cfsp/sanctions/docs/measures_en.pdf>, as amended and supplemented from time to time or on any successor page.  4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request. |
| 1. Eligible Goods and Related Services | * 1. All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.   2. For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.   3. The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
|  | Contents of Bidding Documents |
| 1. Sections of Bidding Documents | * 1. The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.   **PART 1 Bidding Procedures**   * Section I. Instructions to Bidders (ITB) * Section II. Bidding Data Sheet (BDS) * Section III. Evaluation and Qualification Criteria * Section IV. Bidding Forms * Section V. Eligible Countries |
|  | **PART 2 Supply Requirements**   * Section VI. Schedule of Requirements   **PART 3 Contract**   * Section VII. General Conditions of Contract (GCC) * Section VIII. Special Conditions of Contract (SCC) * Section IX. Contract Forms |
|  | * 1. The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.   2. The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.   3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid. |
| 1. Clarification of Bidding Documents | * 1. A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser’s address. In case the Bidder should consider that certain clauses or technical specifications of the tender documents might limit international competition or introduce an unfair advantage to some tenderers, he should alert the Purchaser in writing, with a copy to the Bank. The addresses are **specified in the BDS**.   2. The Purchaser will respond in writing to any request, provided that such request (request for clarification or statement of competitiveness limitation) is received no later than fifteen (15) days prior to the deadline for submission of bids.   3. The procedures for answering are **specified in the BDS**.   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. |
| 1. Amendment of Bidding Documents | * 1. At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.   2. Any addendum issued shall be part of the Bidding Documents and shall be posted on the **website specified in the BDS** no later than ten (10) days prior to deadline for submission of the bids.   3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2 |
|  | Preparation of Bids |
| 1. Cost of Bidding | * 1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| 1. Language of Bid | * 1. The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS.** Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the** **BDS,** in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| 1. Documents Comprising the Bid | * 1. The Bid shall comprise the following:  Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 21, if required;written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;documentary evidence in accordance with ITB Clause 16 establishing the Bidder’s eligibility to bid;documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;documentary evidence in accordance with ITB Clause 19 establishing the Bidder’s qualifications to perform the contract if its bid is accepted; andany other document **required in the** **BDS.** |
| 1. Bid Submission Form and Price Schedules | * 1. The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.   2. The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms |
| 1. Alternative Bids | * 1. Unless otherwise **specified in the** **BDS,** alternative bids shall not be considered. |
| 1. Bid Prices and Discounts | * 1. The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.   2. All lots and items must be listed and priced separately in the Price Schedules.   3. The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.   4. The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.   5. The terms EXW, 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.**   6. Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the 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 as specified in the **BDS**.   7. Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS.** A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the **BDS,** prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.   8. If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS,** prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time. |
| 1. Currencies of Bid | * 1. 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.**   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. |
| 1. Documents Establishing the Eligibility of the Bidder | * 1. To establish their eligibility in accordance with ITB Clause 5, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms. |
| 1. Documents Establishing the Eligibility of the Goods and Related Services | * 1. To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Table of Technical Specification, included in Section VI, Schedule of Requirements. |
| 1. Documents Establishing the Conformity of the Goods and Related Services | * 1. To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.   2. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.   3. The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the** **BDS** following commencement of the use of the goods by the Purchaser.   4. Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements. |
| 1. Documents Establishing the Qualifications of the Bidder | * 1. The documentary evidence of the Bidder’s qualifications to perform the contract if its bid is accepted shall establish to the Purchaser’s satisfaction:      1. that, if **required in the** **BDS,** a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser’s Country;      2. 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      3. that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria. |
| 1. Period of Validity of Bids | * 1. Bids shall remain valid for the period **specified in the** **BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.   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.   3. In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction. |
| 1. Bid Security | * 1. The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the** **BDS.**   2. The Bid Security shall be in the amount specified in the BDS and denominated in the currency of the Purchaser’s Country or a freely convertible currency, and shall:  at the bidder’s option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Purchaser’s Country, it shall have a correspondent financial institution located in the Purchaser’s Country to make it enforceable.be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 21.5 are invoked;be submitted in its original form; copies will not be accepted;remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2;  * 1. If a Bid Security 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.   2. 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 43.   3. The Bid Security may be forfeited or the Bid Securing Declaration executed:  if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; orif the successful Bidder fails to:sign the Contract in accordance with ITB Clause 42;furnish a Performance Security in accordance with ITB Clause 43. |
| 1. Format and Signing of Bid | * 1. The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.   2. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.   3. Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid. |
|  | Submission and Opening of Bids |
| 1. Submission, Sealing and Marking of Bids | * 1. Bidders may always submit their bids by mail or by hand. When so specified in the **BDS,** bidders shall have the option of submitting their bids electronically.  Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2 and 23.3.Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS.**  * 1. The inner and outer envelopes shall:  Bear the name and address of the Bidder;be addressed to the Purchaser in accordance with ITB Sub-Clause 24.1;bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the** **BDS;** andbear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1. 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. |
| 1. Deadline for Submission of Bids | * 1. Bids must be received by the Purchaser at the address and no later than the date and time **specified** **in the** **BDS.**   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. |
| 1. Late Bids | * 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. |
| 1. Withdrawal, Substitution, and Modification of Bids | * 1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:  1. submitted in accordance with ITB Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” or “Modification;” and 2. received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.    1. Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.    2. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Purchaser on the Bid Submission Form or any extension thereof. |
| 1. Bid Opening | * 1. The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the** **BDS.** Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-clause 23.1, shall be as **specified in the** **BDS.**   2. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.   3. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.   4. 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 Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders’ representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time or posting on the Purchaser’s website. |
|  | Evaluation and Comparison of Bids |
| 1. Confidentiality | * 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   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.   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. |
| 1. Clarification of Bids | * 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.   2. An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price. In the event of identification of a potentially Abnormally Low Bid, the 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. 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. |
| 1. Responsiveness of Bids | * 1. The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself.   2. A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:  affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; orlimits in any substantial way, inconsistent with the Bidding Documents, the Purchaser’s rights or the Bidder’s obligations under the Contract; orif rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.  * 1. If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission. |
| 1. Nonconformities, Errors, and Omissions | * 1. Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.   2. Provided that a bid is substantially responsive, the 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.   3. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:  if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the 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;if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; andif there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.  * 1. If the Bidder does not accept the correction of errors, its Bid shall be rejected. |
| 1. Preliminary Examination of Bids | * 1. The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.   2. The 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.  Bid Submission Form, in accordance with ITB Sub-Clause 12.1;Price Schedules, in accordance with ITB Sub-Clause 12.2;Bid Security or Bid Securing Declaration, in accordance with ITB Clause 21, if applicable.  * + 1. Technical Specification Form (Table) for the goods offered |
| 1. Examination of Terms and Conditions; Technical Evaluation | * 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.   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.   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. |
| 1. Conversion to Single Currency | * 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.** |
| 1. Evaluation of Bids | * 1. The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.   2. To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 35. No other criteria or methodology shall be permitted.   3. To evaluate a Bid, the Purchaser shall consider the following:  evaluation will be done for Items or Lots, as **specified in the** **BDS;** andthe Bid Price as quoted in accordance with clause 14;price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;adjustments due to the application of the evaluation criteria **specified in the** **BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;  * 1. The Purchaser’s evaluation of a bid will exclude and not take into account:  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;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;any allowance for price adjustment during the period of execution of the contract, if provided in the bid.  * 1. 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 (d).   2. 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. |
| 1. Comparison of Bids | * 1. The Purchaser shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with ITB Clause 35. |
| 1. Postqualifica­tion of the Bidder | * 1. The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive bid is qualified to perform the Contract satisfactorily.   2. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB Clause 19.   3. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily. |
| 1. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids | * 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. |
|  | Award of Contract |
| 1. Award Criteria | * 1. The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |
| 1. Purchaser’s Right to Vary Quantities at Time of Performing | * 1. At the time 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. |
| 1. Notification of Award | * 1. Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.   2. The Contract shall not be signed earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Award the Contract.   3. The Purchaser shall inform all the bidders of the results of identifying the bids, per each lot, and give the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected or submit an appeal. 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. Appeal procedure is **specified in the BDS.** For the duration of the procurement process, the Bidders are required to be up to date with all the information concerning the procurement process, published on the Purchaser’s website.   4. Upon the successful Bidder’s furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4. |
| 1. Signing of Contract | * 1. Promptly after notification and standstill period expiration, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.   2. Within forty-eight (48) hours of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| 1. Performance Security | * 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.   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. |

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| Section II. Bidding Data Sheet (BDS)  The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB. | |
| **ITB Clause Reference** | **A. General** |
| **ITB 1.1** | The Purchaser is: **Public Investment Management Office** |
| **ITB 1.1** | The name and identification number of the ICB are:  **Procurement of various equipment for The Science Technology Park building in Niš, Serbia**  **IOP/31-2019/RD**  The number, identification and names of the lots are:  **Lot 1 – Furniture, restaurant kitchen and additional equipment**  **Lot 2 – Electronic equipment** |
| **ITB 2.1** | The Borrower is: **The** **Republic of Serbia** |
| **ITB 2.1** | The name of the Project is**: Public Sector Research and Development** |
|  | **B. Contents of Bidding Documents** |
| **ITB 7.1** | For **Clarification of bid purposes:**  To submit clarification requests, use this [Clarification Request Form](https://forms.office.com/Pages/ResponsePage.aspx?id=Xtvls0QpN0iZ9XSIrOVDGchqRdfqei5CszsOmdWVJ_FUODJRUTc2QjNGMldNSDRENTNNRkFXOEcxMi4u) (click the blue underlined text). If you have clarification requests pertaining to multiple lots, a separate submission is required for each lot. This can be achieved by reloading the form or clicking the “Submit another response” link that appears after a successful submission.  For **Statement of competitiveness limitation** only, the Purchaser’s address is:  Kancelarija za upravljanje javnim ulaganjima  Attention: **no. 11, Nemanjina street**  City: **11000 Belgrade**  Country: **The Republic of Serbia**  Facsimile number: **+381 11 3617-737**  Electronic mail address: [procurement.rd@pim.gov.rs](mailto:procurement.rd@pim.gov.rs)  Itshould be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign documents that are binding on the Bidder and should bear the following identification mark (subject): **IOP/31-2019/RD** |
| **ITB 7.3** | **The Purchaser will consolidate all the requests for clarification received from the Bidders and will published them with answers (i.e the description of the inquiry but without identifying its source)** **on the following website:** <http://www.obnova.gov.rs/english/public-procurement>  **The Bidders shall have to check regularly the above website for clarification the Bidding Documents** |
| **ITB 8.2** | **The amendments to the Bidding Documents will be published on the following website** <http://www.obnova.gov.rs/english/public-procurement>  **The Bidders shall have to check regularly the above website for amendments to the Bidding Documents.** |
|  | **C. Preparation of Bids** |
| **ITB 10.1** | The language of the bid is: **English**  All correspondence exchange shall be **in English**  Language for translation of supporting documents/documentary evidences and printed literature is **English or Serbian, except for documents and evidences made in Serbian or issued by the relevant authority in Serbian language.** |
| **ITB 11.1 (h)** | The Bidder shall submit the following additional documents in its bid:  **Not applicable** |
| **ITB 13.1** | Alternative Bids **shall not****be**considered. |
| **ITB 14.5** | 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**](http://www.iccwbo.org/index_incoterms.asp) |
| **ITB 14.6** | Place of Destination**:**  **For Lot 1:**  The Science and Technological Park in Niš  Bul. Nikole Tesle  18000 Niš, **Republic of Serbia**  **For Lot 2:**  The Science and Technological Park in Niš  Bul. Nikole Tesle  18000 Niš, **Republic of Serbia**  Bid Price should be quoted: **DAP+unloaded.** |
| **ITB 14.7** | The prices quoted by the Bidder **shall not****be** adjustable. |
| **ITB 14.8** | The goods/services and quantities indicated for this procurement shall be indivisible.  Prices quoted shall be for items and quantities indicated for this procurement . Bids for only part of the items or quantities shall be rejected.  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.  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.  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. |
| **ITB 15.1** | 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. |
| **ITB 15.2** | **The currency of the bid is European Economic and Monetary Union Euro (EUR), United States Dollar (USD) or Serbian Dinar (RSD).**  Payments shall be made to the Contractor’s account in currency of the bid if the contractor is not a resident of the Republic of Serbia.  Resident of the Republic of Serbia who bids in EUR or USD shall be paid in RSD according to the middle exchange rate of the National Bank of Serbia on the date of issuing of invoice/proforma invoice.  Prices expressed in other will be converted into **EURO** at the exchange rate indicated and date indicated ITB 34.1. |
| **ITB 18.3** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): **7 (seven) years** |
| **ITB 19.1 (a)** | Manufacturer’s authorization is: **Required for all items except for the Additional equipment in Lot 1.** |
| ITB 19.1 (b) | After sales service is:  **Required for all items in section I Restaurant kitchen and section II Furniture (Lot 1) and for all items in Lot 2 Electronic equipment.**  **Not required for Additional equipment in Lot 1.** |
| **ITB 20.1** | The bid validity period shall be **90** days. |
| **ITB 21.1** | **Bid shall include a Bid Security included in Section IV Bidding Forms.** |
| **ITB 21.2** | A **Bid Security shall be** in the form of an unconditional, irrevocable and payable on first call bank guarantee issued by a bank.  The amount and currency of the bid security shall be **per Lot** **(EUR)**:  **Lot 1 – Furniture, restaurant kitchen and additional equipment – 10.000,00 EUR**  **Lot 2 – Electronic equipment – 4.000,00 EUR**  For the Bidders from the Purchaser’s Country: Payable in RSD at the middle exchange rate of The National Bank of Serbia on the day invoking of the guarantee. |
| **ITB 22.1** | In addition to the original of the bid, the number of copies is**: 1, plus 1 CD with electronic copy of the bid** (all documents in PDFformat apart from the Price Schedules which should be in Excel). |
| **ITB 22.4** | Instructions for packing documents - the bidders shall submit their offer in one envelope for each lot.  **The bidders shall attach tender documents in order as follows:**   1. Written confirmation authorizing the signatory of the Bid 2. Bidder Information Form 3. Bid Security 4. Bid Submission Form 5. The Price Schedule 6. Technical Specifications 7. Covenant of Integrity, Social and Environmental Covenant 8. All other documents defined by tender documents |
|  | **D. Submission and Opening of Bids** |
| **ITB 23.1** | Bidders doesn't have the option of submitting their bids electronically. |
| **ITB 23.1 (b)** | **Not applicable** |
| **ITB 23.2 (c)** | The inner and outer envelopes shall bear the following additional identification marks:  **IOP/31-2019/RD – Procurement of various equipment for The Science Technology Park building in Niš, Serbia, Lot name and number, Kancelarija za upravljanje javnim ulaganjima** |
| **ITB 24.1** | **For bid submission purposes only, the Purchaser’s address is:**  Attention: **Administration for Joint Services of the Republic Bodies registry**  Street Address: **no. 22-26, Nemanjina street,**  City: **Belgrade**  ZIP/Postal Code: **11000**  Country: **The Republic of Serbia**  **The deadline for bid submission is:**  Date: **December 30th, 2019**  Time: **not later than 11 a.m. by local time** |
| **ITB 27.1** | **The bid opening shall take place at:**  Street Address: **no. 58, Krunska street**  City: **Belgrade**  ZIP/Postal Code: **11000**  Country: **The Republic of Serbia**  Date:**December 30th, 2019**  Time: **1 p.m. by local time** |
| **ITB 27.1** | **Not applicable** |
|  | **E. Evaluation and Comparison of Bids** |
| **ITB 33.2** | 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. |
| **ITB 34.1** | Bid prices expressed in different currencies shall be converted in **EUR** according to the middle exchange rate of the National Bank of Serbia  The source of exchange rate is:[**http://www.nbs.rs**](http://www.nbs.rs)  The date of exchange rate determination is: deadline for the receipt of bids as specified for ITB Clause 24.1 |
| **ITB 35.3(a)** | Evaluation will be done for Lots.  The bid has to satisfy the requirements set in the bidding document. This includes all items and any service components specified under Section VII.  **Bidders may bid for one or more lots or for all the lots.**  **Bidders shall submit separate bids for each lot.**  **Bidders should bid all items per lot.** |
| **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 tender or to the price can be accepted after the tender opening.** |
|  | **F. Award of Contract** |
| **ITB 40.1** | Percentage for quantity increase or decrease: The Purchaser reserves the right to vary quantities specified in the bid by +/- 100 % at the time of contract performing. The total value of the supplies may not, as a result of the variation rise or fall by more than 25 % of the original financial offer in the bid. The unit prices quoted in the bid shall be used. If the total value of the supplies, as a result of the variation, rise or fall by more than 15 % of the original financial offer in the bid cumulatively, such contract modification must be sent to the Bank prior to its conclusion. |
| **ITB 41.3** | **Procedure for the appeal from Bidders:**  ***TIME LIMITS AND MANNER OF SUBMISSION OF REQUEST FOR THE PROTECTION OF RIGHTS AND WITH THE INSTRUCTION FOR FEE PAYMENT***  **The procedure for the protection of rights is regulated by the provisions of Art. 138 - 159 of the Serbian Public Procurement Law ("Official Gazette of the RS”, No. 124 /12, 14/15, 68/ 2015; 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 (September 2018).**  Request for the protection of rights may be submitted by bidder or interested person who has an interest to be awarded contract in this public procurement procedure and who has sustained or may sustain damage due to contracting authority’s actions or by an error or irregularity during the award process.  Request for the protection of rights is to be filed to the contracting authority and a copy is to be submitted to the Republic Commission for the Protection of Rights in Public Procurement Procedures, to address: Nemanjina 22-26, 11000 Beograd.  The request for the protection of rights is submitted directly by e-mail to the e-mail: procurement.rd@pim.gov.rs or by fax at +381 11 3617-737 or by registered post with a return receipt at the address:  **Public Investment Management Office**  **no.22-26 Nemanjina street, Belgrade, Serbia**  **Republic of Serbia.**  Request for the protection of rights may be filed during the entire public procurement procedure, against any action of contracting authority, unless otherwise specified by the Public Procurement Law:  **1. Request for the protection of rights challenging the type of procedure, the contents of the call for competition or of tender documents,** shall be considered timely if received by contracting authority at latest seven days before the expiry of time limit for the submission of bids, regardless of the manner of delivery and if claimant has previously alerted the contracting authority to potential deficiencies and irregularities in compliance, but contracting authority failed to remedy those.  **2.** **Request for the protection of rights challenging actions undertaken by contracting authority before the expiry of time limit for the submission of bids and after expiry of time limit under point 1 of this Section**, shall be considered to be a timely one, if filed at latest before expiry of time limit for the submission of bids.  **3. After decision is made on awarding contract, or on cancelling the procedure,** time limit for filing request for the protection of rights shall be ten days from the day of posting such decision on the Purchaser’s website.  Request for the protection of rights may not challenge activities of contracting authority 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.  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 contracting authority which the claimant knew or could know during the submission of the previous request.  Contracting authority shall post notice of the filed request for the protection of rights the Purchaser’s website, no later than two days from the day of receiving request for the protection of rights.  Pursuant to the provisions of Article 150 of the Public Procurement Law, request for the protection of rights does not stay further activities of contracting authority in the procedure of public procurement.  The Claimant is obliged to pay a fee on the account of the budget of the Republic of Serbia:  -120.000 RSD, if the request for protection of rights is submitted before the opening of bids and if the estimated value is not more than 120.000.000 RSD;  -250,000 RSD if the request for protection of rights is submitted before the opening of bids and if the estimated value exceeds 120,000,000 RSD;  -120.000 RSD, if the request for protection of rights is submitted after the opening of the bids and if the estimated value is not more than 120.000.000 RSD;  -0.1% of the estimated value of the public procurement, ie the offered price of the bidder to whom the contract was awarded, if the request for protection of rights is submitted after the opening of tenders and if this value exceeds 120.000.000 RSD.  **For the Tenderers from the Employer’s Country**: The Claimant is obliged to pay the fee to the following account: Current account: 840-30678845-06, Model: 97, Call number: 50-016 Recipient: Budget of the Republic of Serbia.  **For the Tenderers who have registered seat in another state**: The Claimant is obliged to pay a fee on the account of the budget of the Republic of Serbia, in accordance to the instrucion posted on the web site of the Republic Commission for the Protection of Rights in Public Procurement Procedures: <http://kjn.rs/en/> , part "Instructin For Fee Payment", (<http://kjn.rs/en/instructions-for-fee-payment>), part „Payment from abroad“.  **In case of the procedure for the protection of rights initiated by the Bidders who have registered seat in another state, 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.** |

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.

**Contents**

1. Evaluation (ITB 35.3 (d))

2. Postqualification Requirements (ITB 37.2)

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

The Tender evaluation criterion is **"Lowest Price of the compliant and technical responsive tender"**.

The Tenders will then be ranked from the lowest to the highest price. The lowest Tender is the most favourable. This provision applies to all lots.

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

The greater business revenue in the past three accounting years (2016, 2017. and 2018).

**Evidence:** Balance sheets or BON JN (issued by the Serbian Business Registers Agency (SBRA) for a company established in the employer’s country).

This provision applies to all lots.

**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 postqualification 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 postqualifications provision “applies to all members in a joint venture/consortium”, it means that the members cannot fulfil the requirement in accumulative manner. In other cases/requirements it means that they can.** If the bidder is presenting bids for more than one lot, he has a right to fulfil postqualification requirements using the same capabilities i.e. documentary evidences for every lot if applicable.

* + 1. **Legal Capability**

**Bidders will be excluded from participation in the procurement procedure:**

Candidates, bidders or applicants will be excluded from participation in procurement procedures if:

* The bidder is not registered with the competent body, or it is not entered in the appropriate register;
* The bidder or its legal representative has been convicted for any criminal act as members of an organized criminal group; that it has been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud;
* The bidder has not paid due taxes and other public charges in accordance with laws of the Republic of Serbia or a foreign country if its registered address is in its territory;
* The bidder did not fulfil obligations under applicable legislation concerning safety at work, employment and working conditions, protection of environment, and that it at time of the submission of the bid has a ban/bans in force on performing economic activities and that it does not guarantee that it holds the rights to intellectual property.
* It has been shown that, concerning some other tender procedure or donation awarded procedure under EU general budget, there has been a serious breach of contract due not fulfilling its contract obligations from the Bidder’s side. Contracting authorities may exclude from participation in a procurement procedure a Bidder which has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity or a prior concession contract which led to early termination of that prior contract, damages or other comparable sanctions. Bidder under this situation may provide evidence to the effect that measures taken by the Bidder are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion. If such evidence is considered as sufficient, the Bidder concerned shall not be excluded from the procurement procedure;

**Documentary evidence:**

Bidder must provide evidence, by common law countries in which they are established, not to fall into the above categories. Date of evidence submitted papers must not be older than **60 days** before the date of the announcement of the Public Invitation. If there is any doubt about those facts, the Bidder is obliged to submit documentary evidence to demonstrate the abovementioned.

For **the Bidders from the Purchaser’s Country** the evidences are documents as specified below:

1. Excerpt from register of the relevant authority, which proofs that Bidder is registered with the competent body, or entered in the appropriate register;
2. Certificate of the competent court that Bidder or its legal representative have not been convicted for any criminal act as members of an organized criminal group; that it has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud.
3. Certificate of the Tax Administration of the Ministry of Finance of the Republic of Serbia and a Certificate of the Local Self-Government Unit – Public Revenue Office about taxes and contributions paid.
4. Statement under penalty and material responsibility that the tenderer states that he respected the rules under applicable legislation concerning safety at work, employment and working conditions, protection of environment, and that the tenderer at the time of the submission of bid has no ban in force on performing economic activities, and that it guarantees that it holds the rights to intellectual property.

Bidders registered in Register of bidders, whose functioning is entrusted to Serbian Business Register Agency, according to Public Procurement Law of Serbia, shall be considered fulfilling abovementioned requirements and no related documentary evidences should be submitted.

All abovementioned evidences may be submitted as uncertified copies. Purchaser keeps right to ask for original evidences if deemed necessary.

**This provision applies to all lots and to all members in a joint venture/consortium.**

* + 1. **Financial Capability**

**Liquidity**

The Bidder **must not have had any registered blockage of their account** from the beginning of the 2017 year.

**This provision applies to all lots and to all members in a joint venture/consortium.**

**Documentary evidence:**

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

* + 1. **Business Capability**

Minimum 2 (two) supply and related service contracts (per lot) successfully and substantially completed, from the beginning of the 2015 as follows:

**For Lot 1:**

* Delivery, installation and maintenance of furniture and/or restaurant kitchen, each contract minimum value equal to offered price excluded VAT in this tender procurement procedure for Lot no. 1.

**For Lot 2:**

* Delivery, installation and maintenance of ICT equipment, each contract minimum value equal to offered price excluded VAT in this tender procurement procedure for Lot no. 2.

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

Substantially completed means fulfilment of the obligations agreed to in a contract, with only slight variances from the exact terms and/or unimportant omissions or minor defects of at minimum 80% of financial completion.

**Documentary evidence:**

List of reference, contracts and copy of invoices (or purchaser statements).

* + 1. **Personnel Capability**

The bidder shall provide minimum suitably qualified employed personnel working in fields related to subject of this contract to perform the Contract successfully, as follows:

**For Lot 1:**

* Minimum 2 (two) qualified personnel must be technical faculty degrees and must have minimum 10 (ten) years of work experience in furniture business.

**For Lot 2:**

* Minimum 2 (two) qualified personnel must be technical faculty degrees and must have minimum 10 (ten) years of work experience in ICT business.

**Documentary evidence:**

-Copy of labour contract or copy of M form (for resident bidders);

-Copy of faculty diploma and CV

* + 1. **Technical Capability**

**Production capacity:** Manufacturer’s Sales Authorization (for Bidder)

Manufacturer’s Sales Authorization may be issued by manufacturer or distributor or partner or authorized importer.

**Service capacity:** Manufacturer’s After Sales Authorization (for Service Company).

Manufacturer’s After Sales Authorization may be issued by manufacturer or distributor or partner or authorized importer.

**NOTE: Postqualification requirement under point (e) is not applicable for additional equipment listed in** **Lot 1.**

**Documentary evidence:**

The completed forms "Manufacturer’s Sales Authorization" and "Manufacturer’s After Sales Authorization" as set forth in the tender documents.

If the authorization is issued by a distributor, partner or authorized importer, it is necessary to provide contract concluded between distributor, partner or authorized importer and manufacturer or statement issued by manufacturer stating that distributor, partner or authorized importer is authorized for sales and after sales service or the statement made under full moral, material and criminal responsibility issued by distributor, partner or authorized importer itself that it is an authorized as distributor, partner or importer.

**This provision applies to all lots.**

**Certifications, standards and licences**

**For Lot 1:**

1. Bidder shall provide a professional certificate ISO 9001:2015 or equivalents, certificate ISO 14001:2015 or equivalents and certificate OHSAS 18001: 2008 or equivalents.
2. ISO 9001:2015 certification or equivalents for Manufacturer(s)-This postqualification requirement is not applicable for additional equipment listed in **Lot 1.**

**Documentary evidence:**

1. Copy of certificate ISO 9001:2015 or equivalents, certificate ISO 14001:2015 or equivalents and certificate OHSAS 18001: 2008 or equivalents.
2. Copy of certificate ISO 9001:2015 or equivalents for Manufacturer(s). -This postqualification requirement is not applicable for additional equipment listed in **Lot 1.**

**For Lot 2:**

1. Bidder shall provide a professional certificate ISO 9001:2015 or equivalents, certificate ISO 14001:2015 or equivalents, certificate OHSAS 18001: 2008 or equivalents and certificate 27001: 2013 or equivalents.
2. ISO 9001:2015 certification or equivalents for Manufacturer(s)**.**

**Documentary evidence:**

1. Copy of certificate ISO 9001:2015 or equivalents, certificate ISO 14001:2015 or equivalents, certificate OHSAS 18001: 2008 or equivalents and certificate 27001: 2013 or equivalents
2. Copy of certificate ISO 9001:2015 or equivalents for Manufacturer(s)

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

**Table of 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.]*

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

ICB No: **IOP/31-2019/RD**

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

Joint Venture Partner Information Form

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

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

ICB No: **IOP/31-2019/RD**

|  |
| --- |
| 1. Bidder’s Legal Name: *[insert Bidder’s legal name]* |
| 2. JV’s Party legal name: *[insert JV’s Party legal name]* |
| 3. JV’s Party Country of Registration: *[insert JV’s Party country of registration]* |
| 4. JV’s Party Year of Registration: *[insert JV’s Part year of registration]* |
| 5. JV’s Party Legal Address in Country of Registration: *[insert JV’s Party legal address in country of registration]* |
| 6. JV’s Party Authorized Representative Information  Name: *[insert name of JV’s Party authorized representative]*  Address: *[insert address of JV’s Party authorized representative]*  Telephone/Fax numbers: *[insert telephone/fax numbers of JV’s Party authorized representative]*  Email Address: *[insert email address of JV’s Party authorized representative]* |
| 7. Attached are copies of original documents of:*[check the box(es) of the attached original documents]*   Articles of Incorporation or Registration of firm named in 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. |

Bid Submission Form

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

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

ICB No: **IOP/31-2019/RD**

To: **Public Investment Management Office** **No.11 Nemanjina street, 11000 Belgrade, The Republic of Serbia**

We, the undersigned, declare that:

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR/USD/RSD *(write number and word*)

Total DAP price of our bid (insured and delivered on site, excluding VAT and Custom Duties on import)

For the Bidders from the Purchaser’s Country who expressed the bid prices in the currency of The European Economic and Monetary Union or United States Dollar, payable in dinars at the middle exchange rate of National Bank of Serbia on the date of issuing of invoice/proforma invoice and relevant documents

1. Related Services and Completion Schedule in accordance with Tender Documents.
2. 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;
3. If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and GCC Clause 17 for the due performance of the Contract;
4. We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
5. Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Bank, under the Purchaser’s country laws or official regulations, in accordance with ITB Sub-Clause 4.3;
6. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
7. 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.

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]*

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

Price Schedule Form

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

All pages of the ***Price Schedule*** where entries or amendments have been made shall be initialled by the person or persons signing the bid

Bid Security (Bank Guarantee)

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

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

**Beneficiary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Name and Address of Purchaser]*

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

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

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

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

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder’s Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*[signature(s)]*

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. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

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

ICB No: **IOP/31-2019/RD**

ICB name: **Procurement of various equipment for The Science Technology Park building in Niš, Serbia**

*(insert the name and the number of the lot and ID goods)*

To: **Public Investment Management Office** **No. 11 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, 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]*

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

Manufacturer’s After Sales 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. The Bidder shall include it in its bid, if so indicated in the* ***BDS.****]*

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

ICB No: **IOP/31-2019/RD**

ICB name: **Procurement of various equipment for The Science Technology Park building in Niš, Serbia**

*(insert the name and the number of the lot and ID goods)*

To: **Public Investment Management Office** **No. 11 Nemanjina street, 11000 Belgrade, The Republic of Serbia**

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of*[insert name and or brief description of the Goods],* we are represented by the following Agent *[insert complete name of Agent, address, phone and contact person]* authorize to provide to maintenance, repair spare parts-stocking and warranty obligations prescribed in the Conditions of Contract and/or Technical Specifications on our behalf.

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]*

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

Statement of Integrity

Date:

Tendering No:

Invitation for Tender No.:

To: **Public Investment Management Office No. 11 Nemanjina street, 11000 Belgrade, The Republic of Serbia**

We acknowledge that the contract(s) subject to this tender process are intended to be jointly co-financed by the European Investment Bank (“EIB”) and the Council of Europe Development Bank (“CEB”). The EIB and the CEB and the Ministry of Education, Science and Technological Development have agreed that this tender process is governed by the European Investment Bank Guide to Procurement.

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

We declare that we have paid, or will pay, the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract:[[1]](#footnote-1)

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Name of Recipient |  | Address |  | Reason |  | Amount |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

We declare that no affiliate of the Client/ Promoter is participating in our tender in any capacity whatsoever.

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

We declare and covenant that, except for the matters disclosed in this Covenant of Integrity:

1. we, our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, where these exist, have not been convicted in any court of any offence involving a Prohibited Conduct in connection with any tendering process or provision of works, goods or services during the ten years immediately preceding the date of this Covenant;
2. none of our directors, employees, agents or a representatives of a joint venture partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Conduct;
3. we, our subsidiaries and affiliates and our directors, employees, agents or joint venture partners, where these exist, have not been listed on the EU’s ‘Central Exclusion Database’ (CED) or excluded by any major Multilateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, EBRD, EIB or Inter-American Development Bank) from participation in a tendering procedure on the grounds of Prohibited Conduct;
4. we, our directors, subsidiaries and affiliates, as well as any subcontractors, or suppliers or affiliates of the subcontracts are not subject to any sanction imposed by resolution of the United Nations Security Council or by the European Union;
5. and we further undertake to immediately inform [Promoter and CEB/EIB (whoever is Lead Financier)] if this situation were to occur at a later stage.

If applicable, provide full disclosure of any convictions, dismissal, resignations, exclusions or other information relevant to Articles  i) ii) iii) or (iv) in the box below.

|  |  |  |
| --- | --- | --- |
| Name of Entity Required to be Disclosed |  | Reason Disclosure is Required[[2]](#footnote-2) |
|  |  |  |
|  |  |  |

At any time following the submission of our tender, we grant the EIB and CEB as well as any persons appointed by either of them and/or any authority or European Union institution or body having competence under European Union law, the right of inspection of our records and those of all our sub-contractors under the Contract. We accept to preserve these records generally in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract.

For the purpose of this Covenant, Prohibited Conduct includes one or more of the following:[[3]](#footnote-3)

* **Corrupt Practice** which means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
* **Fraudulent Practice** which means 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** which means 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** which means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
* **Obstructive Practice** which means (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 Banks’ 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.
* **Money Laundering[[4]](#footnote-4)**
* **Terrorist Financing[[5]](#footnote-5)**

Name:

In the Capacity of:

Signed:

Duly authorised to

sign the Tender for

and on behalf of:

Environmental and Social Covenant

Date:

Tendering No:

Invitation for Tender No.:

To: **Public Investment Management Office No. 11 Nemanjina street, 11000 Belgrade, The Republic of Serbia**

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

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

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

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

*Protection of the Environment.* We commit to taking all reasonable steps to protect the environment on and off the site and to limit the nuisance to people and property resulting from pollution, noise, traffic and other outcomes of the operations. To this end, emissions, surface discharges and effluent from our activities will comply with the limits, specifications or stipulations as defined in *[insert name of the relevant document]*[[8]](#footnote-8) and the international and national legislation and regulations applicable in the country of implementation of the contract.

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

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

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

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

Name:

In the Capacity of:

Signed:

Duly authorised to

sign the Tender for

and on behalf of:

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”.

# PART 2 – Supply Requirements

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| Section VI. Schedule of Requirements |

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1. Related Services and Completion Schedule

* Delivery period will commence on the date of the advance payment. If the bidder does not require an advance payment implementation period will commence at the entry into force of the Contract Agreement (signing of the contract and submission of the Performance Guarantee) – **60 days.**
* Minimum warranty period for all system components including free service maintenance, free spare and wear parts and sources: **minimum 2 (two) year or Manufacturer's Warranty** if it is longer, unless other specified in Technical specification;
* Troubleshooting the problem following the receipt of notification – **7 (seven) days unless other is specified in Technical specification**.
* Maximum period for repair and replacement from the moment of declaring – **30 (thirty) days** unless other is specified in Technical specification.
* Warranty for all items in this tender must be on “collect and return” basis, i.e. if an item cannot be repaired on site, the Supplier should organize the transport from the beneﬁciary’s premises to the Suppliers/manufacturers authorized service location at its own expense, repair/replace it and return it back to the Beneﬁciary.
* Training: Basic training unless other is specified in Technical specification
* Required installation and testing on site – **Yes**
* The Bidder shall provide following additional goods and services: **as defined in technical specifications for each system**

2. Technical Specifications

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

**Table of Technical Specifications of all the items that are a consistent part of the bidding process are given and attached as a separate file - Technical Specifications with Price Schedule.** **Attachments to this document are Technical drawings for furniture.**

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

The bidders are requested to complete tables.

The first sheet of each files is Price Schedule.

Technical specifications are in other sheets of each files.

The bidders are requested to complete tables:

Column C (Technical specification requested) and E (Qty.) are completed by the Purchaser (not to be modified by the tenderer).

Column D (Technical Specification Offered), F (DAP unit price), G (Total price per item), should be filled in by the bidder with technical specification offered.

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

3. General Technical Requirements

**Introduction**

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

General technical requirement shall apply to whole items and lots.

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

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

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

All specifications and details listed within the bid for each item are the minimum requirements and any higher specification cannot be incompatible with primary performance. Any improvements on the specifications or additional features offered should be clearly identified in the Supplier’s offer.

All manufacturers’ technical literature supplied with the bid must match the Supplier's written specifications. Manufacturers’ technical literature should be submitted for each item offered and suppliers shall provide 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. Manufacturers’ technical literature shall be marked appropriately (i.e. item model number and manufacturers’ tech specs "line/s" where they correspond to the requested technical specifications). Suppliers 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.

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

**2. Equivalency of Standards and Codes**

1. Wherever reference is made in the technical specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the current edition or revision of the relevant shall apply, unless otherwise expressly stated. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.
2. The equipment offered should be manufactured in compliance with Quality Standard ISO 9001:2015 certification or equivalents for Manufacturer(s).(Not applicable for manufacturers of additional equipment in Lot 1)

**3. Electrical Specifications**

1. Electrical power supply shall meet the following requirements. All equipment must have internal or integrated power supplies.
2. Single Phase 220V RMS AC ± 10% 50 Hz ± 5% with earth.
3. Three Phase 380V RMS AC ± 10% 50Hz ± 5% with earth.
4. The quality and stability of the supplied current may undergo fluctuations of ±10 %. All equipment must be suitable for direct connection to the standard power outlets in Serbia. The type of electrical outlets generally installed in Serbia is the type with 2 (two) side mounted earthling poles (Euro Plug). Electrical plugs of equipment should be compliant with the standards of use in Serbia and fit exactly. The supplier will evaluate the supplied current, the quality of the current and the fluctuations of the current and take the necessary precautions to avoid damages to the equipment.

**4. Design Criteria**

1. The use of metric units is preferred unless otherwise required by a technical specification. ISO metric or equivalents threads should be incorporated as far as practicable.
2. Instruments, drawings and data shall be in the metric system.

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

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

installation stages.

5.1 From the time of arrival of the equipment at the delivery address through all stages of its subsequent installation and until the Purchaser has issued its Certificate or Minutes of Acceptance, the following are the Supplier’s risks:

* The risk of personal injury, death, or loss of or damage to property which are due to negligence, breach of statutory duty, use or occupation of the site by the installation works, or for the purpose of the installation works, which is the unavoidable result of the installation works.
* The risk of damage to the installation works and to the Purchaser’s premises.
* If damage occurs it must be rectified in an appropriate way by the Supplier.

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

5.3The supplier will be responsible for advising of any Health & Safety risks associated with equipment provided and of suitable protective measures.

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

6.1 General start-up training is foreseen for all equipment and for end users after installation and testing for employees appointed by end user in all basic functions of the instrument on a set of standard samples, commonly used for the corresponding instrument and provided by the Supplier.

6.2 For all items the Supplier (authorised/certified representative) shall demonstrate, to the satisfaction of the Beneficiaries and Purchaser as part of the Acceptance procedure, sufficient demonstration-basic training to ensure that equipment can be operated effectively, safely and basic calibration or maintenance needs are explained. This demonstration-basic training shall be provided in accordance with sub-section Related Services and Delivery Schedule.

6.3 User-oriented documentation should be in English and/or Serbian. The equipment should be accompanied with the documentation which should include a user manual and a reference manual. User manuals are for day-to-day operation. Reference manuals are for technical staff for troubleshooting and development.

6.4 All activities related to the installation, training and maintenance services shall be performed by the authorised/certified representative.

**7. Spare Parts & Accessories & Consumables**

* 1. The successful Suppliers will be required to make arrangements in order to guarantee availability of the spare parts during the warranty period and according to technical specification requirement.
  2. Supplier/Manufacturer is required to maintain a satisfactory level of spare parts/accessories/consumables stock for at least during the warranty and after sales services period.

**8. Installation**

* 1. Installation means delivery to site, unpacking and assembly, testing, certification, calibration, initial setup of an item and all its components and other accessories so as to be a complete and viable set/cell/system.
  2. Testing should be conducted in accordance with agreed FAT and should include but not to be limited to:
* operation for all electrical tools and devices
* accuracy in measurements for all measurement and diagnostic tools
  1. All inspections and testing of equipment will take place on-site as part of the formal process of equipment acceptance. The Supplier must provide all tools and consumables as necessary to carry out the tests, but not normal utilities such as electric, water, etc. unless required in the specifications.
  2. Installation is required in line with the Technical Specification.

4. Quality Control Standards

**Certificates:**

**ISO 9001:2015 certification or equivalents** (Quality Management System)

**It refers to all manufacturers (Not applicable for manufacturers of additional equipment in Lot 1)**

***Submit copies of certificates***

# PART 3 - Contract

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| Section VII. General Conditions of Contract |

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**Section VII. General Conditions of Contract**

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| --- | --- |
| 1. Definitions | 1.1 The following words and expressions shall have the meanings hereby assigned to them: “Bank” means the Council of European Investment Bank (EIB).“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.“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.“Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.“Day” means calendar day.“Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.“GCC” means the General Conditions of Contract.“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.“Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).“Purchaser” means the entity purchasing the Goods and Related Services, as specified in the **SCC.**“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.“SCC” means the Special Conditions of Contract.“Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.“Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.“The Project Site” where applicable, means the place named in the **SCC.** |
| 1. Contract Documents | * 1. Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. |
| 1. Fraud and Corruption | * 1. The Bank requires 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 policy, the Bank:  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  • “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;  • “Money Laundering” is defined in the Bank’s Anti-Fraud Policy  • “Terrorist Financing” is defined in the Bank’s Anti-Fraud Policy will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in Prohibited conduct in competing for the Contract in question;may cancel all or part of the Bank financing allocated to a contract for works, goods or services if it, at any time, determines pursuant to its exclusion procedures that an individual or an entity has engaged in any prohibited conduct during the procurement process or during the execution of the contract, without the promoter having taken action satisfactory to the Bank to investigate and/or terminate the prohibited conduct or, as the case may be, remedy the damage;may declare an individual or an entity ineligible to be awarded a contract under any EIB Project or to enter into any relationship with the Bank, if it determines pursuant to its exclusion procedures that such individual or entity has engaged in any prohibited conduct in the course of the procurement process and/or implementation of the contract; andwill have the right to require that a provision be included in Bidding Documents and in contracts financed by a Bank loan, requiring bidders, suppliers, contractors and consultants to permit the Bank to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Bank. |
| 1. Interpretation | * 1. If the context so requires it, singular means plural and vice versa.   2. Incoterms  Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.  * 1. Entire Agreement   The Contract constitutes the entire agreement between the 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.   * 1. Amendment   No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.   * 1. Nonwaiver  Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.  * 1. Severability   If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract. |
| 1. Language | * 1. The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the 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.   2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier. |
| 1. Joint Venture, Consortium or Association | * 1. If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment 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. |
| 1. Eligibility | * 1. The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.   2. All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. |
| 1. Notices | * 1. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term “in writing” means communicated in written form with proof of receipt.   2. A notice shall be effective when delivered or on the notice’s effective date, whichever is later. |
| 1. Governing Law | * 1. The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC.** | |
| 1. Settlement of Disputes | * 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.   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.**   3. Notwithstanding any reference to arbitration herein,      1. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and      2. the Purchaser shall pay the Supplier any monies due the Supplier. | |
| 1. Scope of Supply | * 1. The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements. | |
| 1. Delivery and Documents | * 1. Subject to GCC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.** | |
| 1. Supplier’s Responsibilities | * 1. The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12. | |
| 1. Contract Price | * 1. Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC.** | |
| 1. Terms of Payment | * 1. The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**   2. The Supplier’s request for payment shall be made to the 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.   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.   4. The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.   5. In the event that the 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 arbitrage award. | |
| 1. Taxes and Duties | * 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.   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.   3. If any tax exemptions, reductions, allowances or privileges may be 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. | |
| 1. Performance Security | * 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.**   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.   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.   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.** | |
| 1. Copyright | * 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 | |
| 1. Confidential Information | * 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.   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.   3. The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:  the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;now or hereafter enters the public domain through no fault of that party;can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; orotherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.  * 1. The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.   2. The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract. | |
| 1. Subcontracting | * 1. The Supplier shall notify the 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.   2. Subcontracts shall comply with the provisions of GCC Clauses 3 and 7. | |
| 1. Specifications and Standards | * 1. Technical Specifications and Drawings  The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods’ country of origin.The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.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. | |
| 1. Packing and Documents | * 1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit.   2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC,** and in any other instructions ordered by the Purchaser. | |
| 1. Insurance | * 1. Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.** | |
| 1. Transportation | * 1. Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms. | |
| 1. Inspections and Tests | * 1. The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**   2. The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods’ final destination, or in another place in the 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.   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.   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.   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.   6. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.   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.   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. | |
| 1. Liquidated Damages | * 1. Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the 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. | |
| 1. Warranty | * 1. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.   2. Subject to GCC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.   3. Unless otherwise specified in the **SCC,** the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC,** or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.   4. The 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.   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.   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. | |
| 1. Patent Indemnity | * 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:  the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; andthe sale in any country of the products produced by the Goods.Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.  * 1. If any proceedings are brought or any claim is made against the 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.   2. 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.   3. 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.   4. 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. | |
| 1. 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 | |
| 1. Change in Laws and Regulations | * 1. Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw 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. | |
| 1. Force Majeure | * 1. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.   2. For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.   3. If a Force Majeure situation arises, the Supplier shall promptly notify the 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. | |
| 1. Change Orders and Contract Amendments | * 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:  drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;the method of shipment or packing;the place of delivery; andthe Related Services to be provided by the Supplier.  * 1. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.   2. Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.   3. Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. | |
| 1. Extensions of Time | * 1. If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the 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.   2. Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1. | |
| 1. Termination | * 1. Termination for Default  The 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: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;if the Supplier fails to perform any other obligation under the Contract; orif 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.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.  * 1. Termination for Insolvency.  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  * 1. Termination for Convenience.  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.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:to have any portion completed and delivered at the Contract terms and prices; and/orto cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier. | |
| 1. Assignment | * 1. Neither the 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. | |
| 1. 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. | |

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| 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(i)** | The Purchaser’s country is: **The Republic of Serbia** |
| **GCC 1.1(j)** | The Purchaser is: **Public Investment Management Office** |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are:  **For Lot 1:**  **The Science and Technological Park in Niš**  **Bul. Nikole Tesle**  **18000 Niš, Republic of Serbia**  **For Lot 2:**  **The Science and Technological Park in Niš**  **Bul. Nikole Tesle**  **18000 Niš, Republic of Serbia** |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: **Not applicable** |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be **2010** |
| **GCC 5.1** | The language shall be: **English or 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: **Public Investment Management Office**  Attention: **no. 11, Nemanjina street**  City: **11000 Belgrade**  Country: **The Republic of Serbia**  Facsimile number: **+381 11 3617-737**  Electronic mail address: [tender.rd@obnova.gov.rs](mailto:tender.rd@obnova.gov.rs) |
| **GCC 9.1** | The governing law shall be the law of*:* **The Republic 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:  **Foreign-Trade Arbitration**  **Serbian Chamber of Commerce**  **11000 Belgrade, Terazije street No.23, Seventh Floor** |
| **GCC 12.1** | Details of Shipping and other Documents to be furnished by the Supplier are:  Upon shipping the goods, the Supplier shall inform the Purchaser about all the details of the shipment. The Supplier shall submit the following documents to the Purchaser by e-mail or regular mail:  **a) A copy of the invoice with data on the type, quantity and value;**  **b) Certificate of origin;**  **c) The estimated time of entry of the goods into the Purchaser’s country and its delivery to the final destination, as well as the place of entry of the goods.**  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. |
| **GCC 14.2** | The prices charged for the Goods supplied and the related Services performed **shall not** be adjustable. |
| **GCC 15.1** | GCC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:  **i) Advance Payment: 50 (fifty) percent of the Contract Price shall be paid upon submission of invoice and a bank guarantees: (1) for performance security of the contract and (2) for advance payment in equivalent amount in the form provided in the bidding documents or another form acceptable to the Purchaser.**  **(ii) On receiving: 40 (forty) percent of the Contract Price shall be paid upon on receipt of the Goods.**  **(iii) Implementation of Related Services: Ten (10) percent of the Contract Price of the Goods shall be paid upon implementation of all related services stipulated, related to proper functioning of goods, such as but not limited - installation, burn testing, training etc. (per item).** |
| **GCC 15.5** | 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.  The interest rate that shall be applied is **in accordance with the relevant law of the Republic of Serbia.** |
| **GCC 17.1** | A Performance Security **shall be required.**  **The amount of the Performance Security is 10% (ten percent) of the Contract Price.** |
| **GCC 17.3** | If required, the Performance Security shall be in the form of: **A bank guarantee.**  The currency of payment for the contract, in accordance with the parts of the contractual price. |
| **GCC 17.4** | Discharge of the Performance Security shall take place: **2 (two) year upon on receipt of the Goods and implementation of all related services related to proper functioning of goods, such as but not limited to - installation, burn testing, training etc.** |
| **GCC 22.2** | 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 and storage, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.** |
| **GCC 25.1** | The inspections and tests shall be: **in accordance with Table” Related Services and Delivery Schedules” -** Section VI of Tender Documents |
| **GCC 25.2** | The Inspections and tests shall be conducted at: **Project Site** |
| **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 ”Related Services and Delivery Schedules” -** Section VI of a Tender Documents. |
| **GCC 27.5** | The period for repair or replacement shall be: **in accordance with ”Related Services and Delivery Schedules” -** Section VI of a Tender Documents. |

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| Section IX. Contract Forms |

**Table of Forms**

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[2. Performance Security 89](#_Toc471755824)

[3. Bank Guarantee for Advance Payment 90](#_Toc471755825)

1. Contract Agreement

THIS CONTRACT AGREEMENT is made

BETWEEN

1. Public Investment Management Office, No.11, Nemanjina Street 11000 Belgrade, The Republic of Serbia(hereinafter called “ The Purchaser”)

and

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

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

**Procurement of various equipment for The Science Technology Park building in Niš, Serbia**

**Lot (insert name and number of lot)**

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR/USD/RSD *(write number and word*)

[insert Contract Price - total DAP price (insured and delivered on site, excluding VAT and Custom Duties on import)]

(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:

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

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

4. In consideration of the payments to be made by the 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

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

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

ICB No: **IOP/31-2019/RD**

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[[10]](#footnote-10)) 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]*,*[[11]](#footnote-11)* 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. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

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

3. Bank Guarantee for Advance Payment

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

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

ICB No: **IOP/31-2019/RD**

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

**Beneficiary:** *[insert legal name and address of Purchaser]*

**ADVANCE PAYMENT GUARANTEE No.:** *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank],* have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)[[12]](#footnote-12) in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number* *and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date[[13]](#footnote-13)].*

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

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

1. ***If none has been paid or is to be paid, indicate “none”.*** [↑](#footnote-ref-1)
2. For each matter disclosed, provide details of the measures that were taken, or shall be taken, to ensure that neither the disclosed entity nor any of its directors, employees or agents commits any Prohibited Conduct in connection with the Tender for this Contract. [↑](#footnote-ref-2)
3. Most definitions are those of the IFI Anti Corruption Task Force’s Uniform Framework of September 2006. [↑](#footnote-ref-3)
4. Money Laundering is defined in the EIB’s Anti-Fraud Policy [↑](#footnote-ref-4)
5. Terrorist Financing is defined in the EIB’s Anti-Fraud Policy [↑](#footnote-ref-5)
6. <http://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang--en/index.htm> [↑](#footnote-ref-6)
7. <http://www.ilo.org/safework/info/standards-and-instruments/WCMS_107727/lang--en/index.htm> [↑](#footnote-ref-7)
8. For instance: ESIA (Environmental and Social Impact Assessment) and ESMP (Environmental and Social Management Plans). [↑](#footnote-ref-8)
9. For instance: ESIA (Environmental and Social Impact Assessment) and ESMP (Environmental and Social Management Plans). [↑](#footnote-ref-9)
10. *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.* [↑](#footnote-ref-10)
11. *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.”* [↑](#footnote-ref-11)
12. *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.* [↑](#footnote-ref-12)
13. *Insert the Delivery date stipulated in the Contract Delivery Schedule. 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.”* [↑](#footnote-ref-13)