

A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: EuropeAid/135634/IH/SUP/RS

By submitting a tender, tenderers fully and unreservedly accept the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever their own conditions of sale may be, which they hereby waive. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any remarks in the tender relating to the tender dossier; remarks may result in the immediate rejection of the tender without further evaluation.

These Instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the Practical Guide (available on the Internet at: <http://ec.europa.eu/europeaid/prag/document.do>).

1 Supplies to be provided

- 1.1 The subject of the contract is the supply (all lots), delivery (all lots), unloading (all lots), installation (all lots), commissioning (Lot 1, Lot 2), testing (Lot 1, Lot 2) training (Lot 1, Lot 2) and commercial warranty (all lots) by the Contractor of the following goods:

Lot 1 - Technical – HVAC and safety monitoring equipment		
Item Number	Quantity	Item Title
1.1	1 set	Windows joinery Set
1.2	1 set	Air conditioning system
1.3	1 set	Ventilation System
1.4	1 set	Diesel Aggregate
1.5	1 set	Uninterruptible Power Supply (UPS)
1.6	1 set	Automatic Fire Detection System
1.7	1 set	Detector System
1.8	1 set	Structured Cabling System (GC-MS)
1.9	1 set	Video Surveillance System
1.10	1 set	Access Control System and Video Interphone – Set 1
1.11	1 set	Access Control System and Video Interphone – Set 2
1.12	1 set	Access Control System and Video Interphone – Set 3
1.13	1 set	Automatic Gas Detection System
1.14	1 set	Distribution of Special Gasses System
1.15	1 set	Electromotive Drive System
1.16	1 set	Documentation for the automatic stations system end user

Lot 2 - Equipment for chemistry and toxicology labs		
Item Number	Quantity	Item Title
2.1	1 set	Gas chromatograph – mass spectrometer (GC-MS)

2.2	1 set	Gas chromatograph with different consecutive columns with time-of-flight – mass spectrometer (GC×GC TOF-MS) with multifunctional autosampler and sample preparation robot
2.3	1 set	Gas Chromatograph with flame ionization detector and Nitrogen/Phosphorous detector (GC-FID-NPD)
2.4	1 set	Gas chromatograph – mass spectrometer with electron capture detector (GC-MS-ECD)
2.5	1 set	Liquid chromatography system with diode array detector (HPLC-DAD)
2.6	1 set	Liquid chromatography system with mass detector (LCMS/MS QQQ)
2.7	1 set	UV-VIS micro-spectrophotometer
2.8	1 set	Portable Infrared-Fourier transformation spectrophotometer and UATR
2.9	1 set	Infrared-Fourier transformation spectrophotometer with microscope and ATR
2.10	1 set	Stereomicroscope with digital camera
2.11	1 set	Comparison microscope with transmitted light, polarized light, incident fluorescence excitation
2.12	1 set	Drying ovens
2.13	1 set	Water baths
2.14	6 pieces	Laboratory mixer (blender)
2.15	6 pieces	Test tube shaker (Vortex type mixer)
2.16	6 pieces	Alcohol (spirit) lamp
2.17	1 set	Magnetic stirring hotplate with magnetic bars
2.18	3 pieces	UV Forensic Lamp
2.19	1 set	Vacuum rotary evaporator
2.20	1 piece	Analytical balance 80g
2.21	4 pieces	Analytical balance 200g
2.22	1 set	Precision technical balance with printer
2.23	1 set	Ultrasonic cleaning devices
2.24	1 set	Laboratory refrigerators
2.25	1 set	Canteen equipment
2.26	2 pieces	Balances table
2.27	1 piece	Transport trolley
2.28	3 pieces	Examination light
2.29	5 pieces	Draining rack
2.30	1 piece	Multi-tube vortex shaker
2.31	1 piece	Vortex mixer
2.32	1 piece	Horizontal shaker
2.33	1 piece	Test sieve shaker
2.34	2 sets	Test sieve set
2.35	1 piece	Mill
2.36	1 set	Cartridge burner
2.37	1 set	Centrifuges
2.38	1 set	Industrial floor scales with printer
2.39	1 set	Calibration weights, class E2
2.40	1 set	Laboratory thermometers
2.41	2 pieces	Illuminated table stand magnifier

2.42	2 pieces	Illuminated stand magnifiers
2.43	3 pieces	Magnifier spectacles
2.44	4 pieces	Reading magnifiers
2.45	3 pieces	pH meter
2.46	1 piece	Multi-parameter meter
2.47	1 set	Solid phase extraction manifold for use with SPE cartridges
2.48	1 set	Laboratory glassware washing machine
2.49	12 pieces	Personal computer
2.50	1 piece	Laptop
2.51	10 pieces	B/W Laser printer
2.52	1 piece	Projector
2.53	1 piece	Projector screen
2.54	10 pieces	Fixed phone
2.55	1 piece	TV set

Lot 3 - Laboratory furniture, small laboratory equipment and inventory		
Item Number	Quantity	Item Title
3.1	1 set	Worktables
3.2	1 set	Laboratory desks compact panel
3.3	1 set	Laboratory desks with additional elements – technical ceramics
3.4	1 set	Four drawers chest
3.5	1 set	Three drawers chest
3.6	1 set	Chest with doors
3.7	1 set	Printer stand
3.8	1 set	File shelf – chemically resistant
3.9	1 set	Cabinet with doors
3.10	1 set	Cabinet with glass door
3.11	1 set	Sink
3.12	2 sets	Kitchen with working elements, sink and stove
3.13	1 set	Chairs
3.14	13 pieces	Laboratory stool
3.15	13 pieces	Conference chair
3.16	7 pieces	Conference chair with folding table
3.17	110,25 m ²	Sunshade screens on windows in labs and offices 63x1,75m
3.18	1 set	Armchairs and table set
3.19	6 pieces	Laboratory eye cleaner shower
3.20	1 set	Volumetric flasks
3.21	1 set	Laboratory beakers
3.22	1 set	Graduated cylinders
3.23	1 set	Graduated pipettes with suction piston
3.24	1 set	Graduated pipettes
3.25	27 pieces	Pipette filler
3.26	1 set	Erlenmeyer flask with graduation
3.27	1 set	Bottle with ground joint with Polypropylene stopper
3.28	1 set	Glass bottle, narrow mouth, with screw cap

3.29	6 pieces	Weighing boat
3.30	1 set	Dropper bottles
3.31	1 set	Funnels
3.32	1 set	Separating funnels
3.33	1 set	Filtering flasks
3.34	10 pieces	Reagent sprayer
3.35	1 set	TLC equipment
3.36	1 set	Mortars and pestles
3.37	1 set	Culture (Petri) dishes
3.38	1 set	Evaporating dishes
3.39	1 set	Laboratory watch glass
3.40	1 set	Pasteur pipettes
3.41	20 pieces	Silicone teat for Pasteur pipette
3.42	4 pieces	Spot plates
3.43	1 set	Vials
3.44	1000 pieces	Inserts
3.45	1 set	Test tubes
3.46	1 set	Glass stirring rods
3.47	1 set	Microscopy slides and cover glasses
3.48	3 pieces	Slide box
3.49	1 set	Plastic jugs
3.50	1000 pieces	Packaging bottles
3.51	1 set	Wash bottles
3.52	100 pieces	Plastic jars
3.53	1 set	Carboys
3.54	10 pieces	Pipette tray
3.55	1 set	Automatic pipettes
3.56	25 pieces	Bottle dispenser
3.57	750 pieces	Centrifuge test tubes
3.58	1 piece	Bottle carrier
3.59	46 pieces	Waste bin
3.60	40 pieces	Disposable scalpel
3.61	1 set	Disposable syringes
3.62	500 pieces	Disposable syringe membrane filter
3.63	1 set	Parafilm
3.64	60 pieces	Particle protection mask
3.65	1 piece	Mechanical timer
3.66	1 set	Scalpel
3.67	1 set	Tweezers
3.68	5 pieces	Microscopy scissors
3.69	1 set	Biohazard waste containers
3.70	200 pieces	Urine collection container
3.71	1 set	Scoops
3.72	1 set	Bossheads
3.73	1 set	Clamps
3.74	1 set	Retort rings
3.75	1 set	Tongs
3.76	1 set	Laboratory stands
3.77	3 pieces	Laboratory bowl

3.78	1 set	Spatulas
3.79	1 set	Micro syringe
3.80	1 set	Pipette controller with disposable micro pipettes
3.81	2 pieces	Split-type air conditioner
3.82	2 pieces	Carboy with spigot
3.83	5 pieces	Test tube rack
3.84	1 set	Safety cabinets
3.85	1 set	Fume hoods
3.86	2 pieces	Laboratory emergency shower
3.87	11 pieces	Mobile ventilation console

in three lots at/to Forensic laboratories of the Ministry of Interior of the Republic of Serbia, located at Kneza Milosa Str, 103, Belgrade, Serbia, DDP¹, and the implementation period is for Lot 1 - 120 days, for Lot 2 - 210 days and for Lot 3 - 120 days from the commencement date until the provisional acceptance for each lot.

1.2 The supplies must comply fully with the technical specifications set out in the tender dossier (technical annex) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.

1.3 Tenderers are not authorised to tender for a variant solution in addition to the present tender.

2 Timetable

	DATE	TIME*
Clarification meeting / site visit (if any)	29 June 2016	12:00 hrs
Deadline for requesting clarifications from the Contracting Authority	29 July 2016	12:00 hrs
Last date on which clarifications are issued by the Contracting Authority	08 August 2016	-
Deadline for submission of tenders	19 August 2016	12:00 hrs
Tender opening session	19 August 2016	14:00 hrs
Notification of award to the successful tenderer	17 November 2016 [□]	-
Signature of the contract	January 2017 [□]	-

* All times are in the time zone of the country of the Contracting Authority

□ Provisional date

3 Participation

3.1 Participation is open to all legal persons (participating either individually or in a grouping – consortium - of tenderers) which are effectively established in a Member State of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the programme under which the contract is financed (see

¹ DDP (Delivered Duty Paid) — Incoterms 2010 International Chamber of Commerce
<http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/> .

item 22 of the contract notice). All goods supplied under this contract must originate in one or more of these countries. Participation is also open to international organisations. Participation of natural persons is directly governed by the specific instruments applicable to the programme under which the contract is financed.

- 3.2 These terms refer to all nationals of the above states and to all legal entities, companies or partnerships effectively established in the above states. For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country's law.
- 3.3 The eligibility requirement detailed in subclauses 3.1 and 3.2 applies to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor providing more than 10 % of the supplies must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. The Contracting Authority may accept other satisfactory evidence that these conditions are met.
- 3.4 Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Sections 2.3.3.1 or 2.3.3.2 of the Practical Guide. Should they do so, their tender will be considered unsuitable or irregular respectively. In the cases listed in Section 2.3.3.1 of the **Practical Guide** tenderers may also be excluded from EU financed procedures and be subject to financial penalties representing 2 % to 10 % of the total value of the contract in accordance with the conditions set in Section 2.3.4 of the **Practical Guide**. This information may be published on the Commission website in accordance with the conditions set in Section 2.3.4 of the Practical Guide. Tenderers must provide declarations that they are not in any of these exclusion situations. The declarations must cover all the members of a joint venture/consortium. Tenderers who make false declarations may also incur financial penalties and exclusion in accordance with section 2.3.4 of the Practical Guide. Their tender will be considered irregular.

The exclusion situations referred to above also apply to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. When requested by the Contracting Authority, tenderers/contractors must submit declarations from the intended subcontractors that they are not in any of the exclusion situations. In cases of doubt over declarations, the Contracting Authority will request documentary evidence that subcontractors are not in a situation that excludes them.

- 3.5 To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the Contracting Authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.
- 3.6 Where tenders include subcontracting, it is recommended that the contractual arrangements between tenderers and their subcontractors include mediation, according to national and international practices, as a method of dispute resolution.

4 Origin

- 4.1 Unless otherwise provided in the contract or below, all goods purchased under the contract must originate in a Member State of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the programme specified in clause 3.1 above. For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the relevant international agreements (notably WTO agreements), which are reflected in EU legislation on rules of origin for

customs purposes: the Customs Code (Council Regulation (EEC) No 2913/92) in particular its Articles 22 to 246 thereof, and the Code's implementing provisions (Commission Regulation (EEC) No 2454/93.

All supplies under this contract must originate in one or more of the above countries.

Tenderers must provide an undertaking signed by their representative certifying compliance with this requirement. For more details, see point 2.3.1 Practical Guide.

- 4.2 When submitting tenders, tenderers must state expressly that all the goods meet the requirements concerning origin and must state the countries of origin. They may be asked to provide additional information in this connection.

5 Type of contract

Unit-price.

6 Currency

Tenders must be presented in Euro.²

7 Lots

- 7.1 The tenderer may submit a tender for one lot, several or all of the lots.
- 7.2 Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The tenderer must offer the whole of the quantity or quantities indicated for each lot. Under no circumstances must tenders be considered for part of the quantities required. If the tenderer is awarded more than one lot, a single contract may be concluded covering all those lots.
- 7.3 A tenderer may include in its tender the overall discount it would grant in the event of some or all of the lots for which it has submitted a tender being awarded. The discount should be clearly indicated for each lot in such a way that it can be announced during the public tender opening session.
- 7.4 Contracts will be awarded lot by lot, but the Contracting Authority may select the most favourable overall solution after taking account of any discounts offered.

8 Period of validity

- 8.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.
- 8.2 In exceptional cases and prior to the expiry of the original tender validity period, the Contracting Authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated. In case the contracting authority is required to obtain the recommendation of the panel referred to in section 2.3.3.1 of the Practical Guide, the contracting authority may, before the validity period expires, request an extension of the validity of the tenders up to the adoption of that recommendation.

² The currency of tender shall be the currency of the contract and of payment.

- 8.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period of the tender irrespective of the date of notification.

9 Language of tenders

- 9.1 The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in the language of the procedure, which is English.

If the supporting documents are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the European Union other than English, it is strongly recommended to provide a translation into English, to facilitate evaluation of the documents.

10 Submission of tenders

- 10.1 The Contracting Authority must receive the tenders before the deadline specified in 10.3. They must include all the documents specified in point 11 of these Instructions and be sent to the following address:

Ministry of Finance
Department for Contracting and Financing of EU-Funded Programmes (CFCU),
Division for Tender Evaluation and Contracting
3-5 Sremska Str., VII floor, office 701
11000 Belgrade, Republic of Serbia

If the tenders are hand delivered they should be delivered to the following address:

Ministry of Finance
Department for Contracting and Financing of EU-Funded Programmes (CFCU)
Division for Tender Evaluation and Contracting
3-5 Sremska Str., VII floor, office 701
11000 Belgrade, Republic of Serbia
Opening hours: 8:30 – 14:30

Tenders must comply with the following conditions:

- 10.2 All tenders must be submitted in one original, marked 'original', and three copies signed in the same way as the original and marked 'copy'. An electronic version on CD/DVD should be provided.

- 10.3 All tenders must be received at

Ministry of Finance
Department for Contracting and Financing of EU-Funded Programmes (CFCU)
Division for Tender Evaluation and Contracting
3-5 Sremska Str., VII floor, office 701
11000 Belgrade, Republic of Serbia

before the deadline, 19 August 2016 at 12:00 CET, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by Contracting Authority or its representative.

- 10.4 All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

- a) the above address;

- b) the reference code of this tender procedure, (i.e. EuropeAid/135634/IH/SUP/RS);
- c) where applicable, the number of the lot(s) tendered for;
- d) the words ‘Not to be opened before the tender opening session’ in the language of the tender dossier and ”Ne otvarati ponudu pre sednice za otvaranje tendera”
- e) the name of the tenderer.

The technical and financial offers must be placed together in a sealed envelope. The envelope should then be placed in another single sealed envelope/package, unless their volume requires a separate submission for each lot.

11 Content of tenders

Failure to fulfil the below requirements will constitute an irregularity and may result in rejection of the tender. All tenders submitted must comply with the requirements in the tender dossier and comprise:

Part 1: Technical offer:

- a detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required, including if applicable:
 - an offer for training for Lot 1 and Lot 2 according to the requirements of the Annex II+III – Technical Specification;

The technical offer should be presented as per template (Annex II+III*, Contractor’s technical offer) adding separate sheets for details if necessary.

Part 2: Financial offer:

- A financial offer calculated on a DDP³ basis for the supplies tendered, including if applicable:
 - Financial proposal for training for Lot 1 and Lot 2;

This financial offer should be presented as per template (Annex IV*, Budget breakdown), adding separate sheets for details if necessary.

- An electronic version of the financial offer.

Part 3: Documentation:

To be supplied using the templates attached*:

- The tender guarantee of:

Lot	Tender guarantee
Lot 1	EUR 4.600
Lot 2	EUR 30.200
Lot 3	EUR 4.500

³ DDP (Delivered Duty Paid) — Incoterms 2010 International Chamber of Commerce
<http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/> .

- The “Tender Form for a Supply Contract” together with its Annex 1 'Declaration of honour on exclusion criteria and selection criteria', both duly completed, which includes the tenderer's declaration, point 7, (from each member if a consortium):
 - The details of the bank account into which payments should be made (financial identification form - document c4o1_fif_en) (Tenderers that have already signed another contract with the European Commission, may provide their financial identification form number instead of the financial identification form, or a copy of the financial identification form provided on that occasion, if no change has occurred in the meantime.). The electronic version of this document 'C4o1 – Bank account notification form' can be found on the website

http://ec.europa.eu/europeaid/prag/annexes.do;JSESSIONID_PUBLIC=K_tpwdMAczSmsrM-rOumuQaWg1yJ_oirtFVeKlurTygvdl3VOsA8!-302392599?chapterTitleCode=C

- The legal entity file (document c4o2_lefind_en) and the supporting documents (Tenderers that have already signed another contract with the European Commission, may provide their legal entity number instead of the legal entity sheet and supporting documents, or a copy of the legal entity sheet provided on that occasion, if no change in legal status has occurred in the meantime). The electronic versions of the documents can be found on the following website:
- C4o2 Legal Entity File (individual)

<http://ec.europa.eu/europeaid/prag/annexes.do?annexName=C4o2&lang=en>
- C4o3 Legal Entity File (private companies)

<http://ec.europa.eu/europeaid/prag/annexes.do?annexName=C4o3&lang=en>
- C4o4 Legal Entity File (public bodies)

<http://ec.europa.eu/europeaid/prag/annexes.do?annexName=C4o4&lang=en>

To be supplied in free-text format:

- A statement by the tenderer that all items shall conform to the relevant applicable standards according to the requirements of the Annex II+III – Technical Specification for Lot 1 and Lot 3.
- Authorization that the tenderer is approved distributor of the equipment; If the tenderer is not the manufacturer of the equipment, it should provide a proof (certificate or confirmation by the manufacturer) that it is approved/authorised distributor of the equipment in question for Lot 1 and Lot 2.
- A description of the warranty conditions, which must be in accordance with the conditions laid down in Article 32 of the General Conditions.
- A description of the organisation of the commercial warranty tendered in accordance with the conditions laid down in Article 32 of the Special Conditions.
- A statement by the tenderer attesting the origin of the supplies tendered (or other proofs of origin).
- Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company, joint venture or consortium is duly authorised to do so.

Remarks:

Tenderers are requested to follow this order of presentation.

Annex* refers to templates attached to the tender dossier. These templates are also available on: <http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=C>

12 Taxes and other charges

The applicable tax and customs arrangements are the following:

The European Commission and the Republic of Serbia have agreed in the Framework Agreement signed on 29/11/2007 to allow full exemption from the taxes in accordance with the Article 26 of the Framework Agreement.

Detailed information is available on the website: www.cfcu.gov.rs

13 Additional information before the deadline for submission of tenders

The tender dossier should be so clear that tenderers do not need to request additional information during the procedure. If the Contracting Authority, on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, it must send such information in writing to all other prospective tenderers at the same time.

Tenderers may submit questions in writing to the following address up to 21 days before the deadline for submission of tenders, specifying the **publication reference, the contract title and relevant lot(s)**:

Ministry of Finance, Government of the Republic of Serbia,
Department for Contracting and Financing of EU-Funded Programmes (CFCU),
Division for Tender Preparation and Contract Management,
3-5 Sremska Str., VII floor, office 701
11000 Belgrade, Republic of Serbia
E-mail: cfcu.questions@mfin.gov.rs

The Contracting Authority has no obligation to provide clarifications after this date.

Any clarification of the tender dossier will be published on the EuropeAid website at <https://webgate.ec.europa.eu/europeaid/online-services/index.cfm?do=publi.welcome> and on the website of the Ministry of Finance, Department for Contracting and Financing of EU Funded Programmes (<http://www.cfcu.gov.rs/>) at the latest 11 days before the deadline for submission of tenders.

Any prospective tenderers seeking to arrange individual meetings with either the Contracting Authority and/or the European Commission during the tender period may be excluded from the tender procedure.

14 Clarification meeting / site visit

- 14.1. A clarification meeting / site visit will be held on 29 June 2016 at 12:00 hrs at Ministry of Interior of the Republic of Serbia, Kneza Milosa Str, 103, Belgrade, Serbia, to answer any questions on the tender dossier which have been forwarded in writing or are raised at the meeting. Minutes will be taken during the meeting and these will be published on the EuropeAid website — together with any clarifications in response to written requests which are not addressed during the meeting — at the latest 11 calendar days before the deadline for submission of tenders. No further clarification will be provided after this date. All the costs of attending this meeting will be borne by the tenderers.
- 14.2. Other than this site visit for all prospective tenderers, no visits by individual prospective tenderers can be organised during the tender period.

15 Alteration or withdrawal of tenders

- 15.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 10.1. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.
- 15.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 10. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.
- 15.3 No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 10.1 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

16 Costs of preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

17 Ownership of tenders

The Contracting Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

18 Joint venture or consortium

- 18.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the Contracting Authority.
- 18.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the Contracting Authority in accordance with point 11 of these Instructions to Tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required under Article 3.5 as if it, itself, were the tenderer.

19 Opening of tenders

- 19.1 The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents have been properly included and whether the tenders are generally in order.
- 19.2 The tenders will be opened in public session on 19 August 2016 at 14:00 hrs at the Ministry of Finance, Department for Contracting and Financing of EU Funded Programmes (CFCU), 3-5 Sremska Str., I floor, Conference room, 11000 Belgrade, Republic of Serbia by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request.
- 19.3 At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if

required) and such other information as the Contracting Authority may consider appropriate may be announced.

- 19.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.
- 19.5 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.
- 19.6 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Contracting Authority. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

20 Evaluation of tenders

20.1 Examination of the administrative conformity of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the Contracting Authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

20.2 Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

The minimum qualifications required (see selection criteria in Contract notice point 16) are to be evaluated at the start of this stage.

Where contracts include after-sales service and/or training, the technical quality of such services will also be evaluated by using yes/no criteria as specified in the tender dossier.

20.3 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 20.4. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

20.4 Financial evaluation

- a) Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:
 - where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
 - except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.
- b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.
- c) Unless specified otherwise, the purpose of the financial evaluation process is to identify the tenderer offering the lowest price. Where specified in the technical specifications, the evaluation of tenders may take into account not only the acquisition costs but, to the extent relevant, costs borne over the life cycle of the supplies (such as for instance maintenance costs and operating costs), in line with the technical specifications. In such case, the Contracting Authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of the lowest total cost, including additional costs.

20.5 Variant solutions

Variant solutions will not be taken into consideration.

20.6 Award criteria

The sole award criterion will be the price. The contract will be awarded to the lowest compliant tender.

21 Signature of the contract and performance guarantee

- 21.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the **documentary proof** or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is effectively established, to show that it is not in any of the exclusion situations listed in section 2.3.3 of the Practical Guide. This evidence or these documents or statements must carry a date not earlier than one year before the date of submission of the tender. In addition, a statement must be provided that the situations described in these documents have not changed since then.
- 21.2 The successful tenderer must also provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tenders specified in the contract notice, point 16. The documentary proofs required are listed in section 2.4.11 of the Practical Guide.

- 21.3 If the successful tenderer fails to provide the documentary proof or statement or the evidence of financial and economic standing and technical and professional capacity within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the tender to the next lowest tenderer or cancel the tender procedure.

The Contracting Authority may waive the obligation of any candidate or tenderer to submit the documentary evidence referred to above if such evidence has already been submitted for the purposes of another procurement procedure, provided that the issue date of the documents does not exceed one year and that they are still valid. In this case, the candidate or tenderer must declare on his/her honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that his/her situation has not changed.

Documentary evidence of the financial and economic capacity and/or of the technical and professional capacity according to the selection criteria specified in point 16 of the contract notice shall be submitted. (See further point 2.4.11 of the Practical Guide).

By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.

- 21.4 The Contracting Authority reserves the right to vary quantities specified in the tender by +/- 100 % at the time of contracting and during the validity of the contract. 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 tender. The unit prices quoted in the tender shall be used.
- 21.5 Within 30 days of receipt of the contract signed by the Contracting Authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable), to the Contracting Authority. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.
- 21.6 If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.
- 21.7 The performance guarantee referred to in the General Conditions is set at 10% of the amount of the contract and must be presented in the form specified in the annex to the tender dossier. It will be released within 45 days of the issue of the final acceptance certificate by the Contracting Authority, except for the proportion assigned to after-sales service.

22 Tender guarantee

The tender guarantee referred to in Article 11 is set at:

Lot	Tender guarantee
Lot 1	EUR 4.600
Lot 2	EUR 30.200
Lot 3	EUR 4.500

and must be presented in the form specified in the annex to the tender dossier. It must remain valid for 45 days beyond the period of validity of the tender. Tender guarantees provided by tenderers who have not been selected will be returned together with the information letter that the tenderer has been unsuccessful. The tender guarantee of the successful tenderer will be released on signing of the contract, once the performance guarantee has been submitted.

23 Ethics clauses

- 23.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of their candidacy or tender and may result in administrative penalties.
- 23.2 Without the Contracting Authority's prior written authorisation, a Contractor and its staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 23.3. When submitting a tender, tenderers must declare that they are not affected by a conflict of interest and have no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Authority.
- 23.4 Contractors must at all times act impartially and as faithful advisers in accordance with the code of conduct of their profession. They will refrain from making public statements about the project or services without the Contracting Authority's prior approval. They may not commit the Contracting Authority in any way without its prior written consent.
- 23.5 For the duration of the contracts Contractors and their staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular and in accordance with the legal basic act concerned, tenderers that have been awarded contracts must abide by core labour standards as defined in the relevant International Labour Organisation conventions (such as the Conventions on freedom of association and collective bargaining; Abolition of forced and compulsory labour; Elimination of forced and compulsory labour; Abolition of child labour).
- 23.6 Contractors may accept no payment connected with the contracts other than that provided for therein. Contractors and their staff must not exercise any activity nor receive any advantage inconsistent with their obligations to the Contracting Authority.
- 23.7 Contractors and their staff are obliged to maintain professional secrecy for the entire duration of contracts and after their completion. All reports and documents drawn up or received by Contractors will be confidential.
- 23.8 The contract governs the Contracting Parties' use of all reports and documents drawn up, received or presented by them during the implementation of the contract.
- 23.9 Contractors must refrain from any relationship likely to compromise their independence or that of their staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 23.10 The Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the

award of a contract or implementation of a contract already concluded with the Contracting Authority.

- 23.11 All tenders will be rejected or contracts terminated if it emerges that the award or implementation of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has any appearance of being a front company.
- 23.12 The Contractor undertakes to supply the Commission on request with all supporting documents relating to the conditions of the contract's execution. The Commission may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.
- 23.13 Contractors found to have paid unusual commercial expenses on projects funded by the EU are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.
- 23.14 The Contracting Authority reserves the right to suspend or cancel the procedure, if the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, the Contracting Authority may refrain from concluding the Contract.

24 Cancellation of the tender procedure

If a tender procedure is cancelled, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, if:

- the tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable tender has been received or there has been no valid response at all;
- the economic or technical parameters of the project have changed fundamentally;
- exceptional circumstances or *force majeure* render normal implementation of the project impossible;
- all technically acceptable tenders exceed the financial resources available;
- there have been substantial errors, irregularities or frauds in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event will the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the Contracting Authority has been advised of the possibility of damages. The publication of a contract notice does not commit the Contracting Authority to implement the programme or project announced.

25 Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See section 2.4.15 of the Practical Guide.