

A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: EuropeAid/132236/DH/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 to contract procedures for EU external actions (available on the Internet at: http://ec.europa.eu/europeaid/work/procedures/index_en.htm).

1 Supplies to be provided

- 1.1 The subject of the contract is the supply, delivery, unloading, installation, training, commissioning by the Contractor of the following goods:

LOT I: Musical Instruments		
No.	Item	Quantity
1.1.1	Orff Instruments	45
1.1.2	Metallophone	236
1.1.3	Xylophone	145
1.1.4	Marching Snare Drum	66
1.1.5	Marching bass drum	71
1.1.6	Maracas	113
1.1.7	Claves	120
1.1.8	Triangles set	90
1.1.9	Tambourine	86
1.1.10	Accordion	17
1.1.11	Upright Piano	19
1.1.12	Digital Piano	28
1.1.13	Metronome	30
1.1.14	Studio Mixer	34
1.1.15	Active Sound System	58
1.1.16	Stage Microphone	75
1.1.17	Wireless Vocal Set	101

LOT 2: Equipment for gyms, physical learning models and posters for biology, mathematics, chemistry, physics and geography and laboratory equipment for physics, biology and chemistry rooms.

No.	Item	Quantity
2.1.1	Basketball backboard	16
2.1.2	Basketball construction	9
2.1.3	Volleyball post	23
2.1.4	Handball goal	22
2.1.5	Basketball construction	11
2.1.6	Small basketball construction	21
2.1.7	Climbing equipment	34
2.1.8	Climbing equipment	10
2.1.9	Rings on ropes	19
2.1.10	Lending mat	41
2.1.11	Volleyball post	28
2.1.12	Handball goal	16
2.1.13	Wall bars	122
2.1.14	Uneven parallel bars	15
2.1.15	School parallel bars	14
2.1.16	Pommel horse	16
2.1.17	Buck big	25
2.1.18	Buck small	29
2.1.19	Springboard	37
2.1.20	Springboard	29
2.1.21	Gymnastic beam	46
2.1.22	Gymnastic beam	22
2.1.23	Post for high jump	35
2.1.24	Gym bench	53
2.1.25	Vaulting box	27
2.1.26	Table tennis	51
2.1.27	Racket for table tennis	281
2.1.28	Balls for table tennis	2130
2.1.29	Medical ball	72
2.1.30	Medical ball	69
2.1.31	Medical ball	64
2.1.32	Medical ball	57
2.1.33	Medical ball	47
2.1.34	Ball for gymnastic	214
2.1.35	Ball for basketball	346
2.1.36	Ball for basketball	329
2.1.37	Ball for volleyball	318
2.1.38	Ball for volleyball	382
2.1.39	Ball for handball	293
2.1.40	Ball for handball	292
2.1.41	Ball for football	341
2.1.42	Ball for football	346
2.1.43	Gymnastic cone	395
2.1.44	Gymnastic stick	406
2.1.45	Pump for balls	114
2.1.46	Jumping rope	359
2.1.47	Stop watch	95
2.1.48	Stop watch	64
2.1.49	Net	298

LOT 2: Equipment for gyms, physical learning models and posters for biology, mathematics, chemistry, physics and geography and laboratory equipment for physics, biology and chemistry rooms.		
No.	Item	Quantity
2.1.50	Net	60
2.1.51	Net	49
2.1.52	Net	90
2.1.53	Net	94
2.1.54	Net	96
2.1.55	Mat	177
2.1.56	Mat	159
2.1.57	Whistle	161
2.1.58	Scale	21
2.1.59	Scoreboard	35
2.1.60	Orthopaedic curved ladder	35
2.1.61	Curved backrest	52
2.1.62	Incline board	40
2.1.63	Gymnastics hoop	363
2.1.64	Gymnastics Block	97
2.1.65	Track starting blocks	85
2.1.66	Hurdles	134
2.1.67	Locker bench	138
2.1.68	Cabinet	41
2.1.69	Trolley for gymnastic mats	24
2.1.70	Portable wheelchair access ramp	25
2.1.71	Trampoline	18
2.1.72	Pedometer	10
2.1.73	Stairway climb	5
2.2.1	Scroll saw	22
2.2.2	Table Shears	7
2.2.3	Bench vice	168
2.2.4	Hot wire cutter	34
2.2.5	Accumulator drill	53
2.2.6	Mini solar wind model	39
2.2.7	Construction set – Renewable energy	101
2.2.8	Construction set – Gears and drives	95
2.2.9	Steel ruler	37
2.2.10	Tape measure	33
2.2.11	Scriber	88
2.2.12	Sliding bevel square	41
2.2.13	Try square with base	39
2.2.14	Locksmiths hammer	117
2.2.15	Locksmiths hammer	103
2.2.16	Craft knife set	65
2.2.17	Scissors	119
2.2.18	Paper knife	78
2.2.19	Paint brush	64
2.2.20	Paint brush	62
2.2.21	Paint brush	59
2.2.22	Joiner chisel	50
2.2.23	Fretsaw	146
2.2.24	Replacement saws for the fretsaw	70
2.2.25	Replacement saws for fretsaw	70

LOT 2: Equipment for gyms, physical learning models and posters for biology, mathematics, chemistry, physics and geography and laboratory equipment for physics, biology and chemistry rooms.		
No.	Item	Quantity
2.2.26	Clamp for fretsaw	95
2.2.27	Board for fret saw	78
2.2.28	Workshop file set	93
2.2.29	Needle file set	107
2.2.30	Hand saw	95
2.2.31	Metal bow compass	50
2.2.32	Rubber hammer	68
2.2.33	Combination pliers	135
2.2.34	Long nose pliers	101
2.2.35	Nose pliers – round	95
2.2.36	Tweezers set	52
2.2.37	Hacksaw	62
2.2.38	Side cutters	77
2.2.39	Insulated wire strippers	112
2.2.40	Revolving hole punch pliers	49
2.2.41	Pincer	52
2.2.42	Wooden mallet	45
2.2.43	F clamp	72
2.2.44	Plumb bob and line	34
2.2.45	Spirit level	43
2.2.46	Digital multimeter	79
2.2.47	Precision vernier callipers	98
2.2.48	Micrometer calipers	94
2.2.49	Glue gun	68
2.2.50	Screwdriver set	111
2.2.51	Multi-purpose wood processing machine	31
2.2.52	Plywood	89
2.2.53	Beech	86
2.2.54	Multi-purpose metal processing machine	16
2.2.55	Protection goggles	98
2.3.1	Paint brush set	158
2.3.2	Linoleum cutting work board	178
2.3.3	Linoleum printing set	180
2.3.4	Linoleum cutting tool set	249
2.3.5	Linoleum sheet	802
2.3.6	Linoleum sheet	495
2.3.7	Linoleum printing ink	141
2.3.8	Linoleum printing ink-Set	111
2.3.9	Linoleum roller	108
2.3.10	Graphic printing press	29
2.3.11	Palette	201
2.3.12	Palette	295
2.3.13	School easel	96
2.3.14	Table top easel	123
2.3.15	Ceramic Kiln	19
2.3.16	Wooden Hands	27
2.3.17	Manikin	39
2.3.18	Sculpture stand	25
2.3.19	Clay modelling turntable	63

LOT 2: Equipment for gyms, physical learning models and posters for biology, mathematics, chemistry, physics and geography and laboratory equipment for physics, biology and chemistry rooms.		
No.	Item	Quantity
2.3.20	Pottery tool set	117
2.3.21	Wooden set for modelling	131
2.3.22	Clay rolling machine	43
2.3.23	Clay storage box	26
2.3.24	Clay for modelling	111
2.3.25	Glazes	74
2.4.1	Laboratory heating plate	51
2.4.2	Electronic balance – technical	41
2.4.3	Hoffman Electrolysis Apparatus	28
2.4.4	Kipp apparatus	3
2.4.5	Digital pH / mV / temperature measuring device	35
2.4.6	Desiccator	5
2.4.7	Periodic table of elements	34
2.4.8	Inorganic and Organic models set	78
2.4.9	Test tube	280
2.4.10	Beaker	510
2.4.11	Beaker	348
2.4.12	Beaker	416
2.4.13	Beaker	239
2.4.14	Beaker	196
2.4.15	Beaker	164
2.4.16	Funnel	312
2.4.17	Funnel	255
2.4.18	Round bottom flask	123
2.4.19	Round bottom flask	132
2.4.20	Erlenmeyer flask	258
2.4.21	Erlenmeyer flask	310
2.4.22	Erlenmeyer flask	305
2.4.23	Erlenmeyer flask	154
2.4.24	Glass tank	48
2.4.25	Separating funnel	95
2.4.26	Graduated cylinder	154
2.4.27	Graduated cylinder	161
2.4.28	Graduated cylinder	157
2.4.29	Graduated cylinder	217
2.4.30	Petri dish	175
2.4.31	Evaporating dish	174
2.4.32	Mortar & Pestle	232
2.4.33	Watch glass	320
2.4.34	Watch glass	270
2.4.35	Glass tube	350
2.4.36	Experimental bell	6
2.4.37	Schellbach burette	102
2.4.38	Schellbach burette	34
2.4.39	Schellbach burette	22
2.4.40	Automatic burette	5
2.4.41	Single burette clamp	23
2.4.42	Liebig condenser	80
2.4.43	Volumetric flask	8

LOT 2: Equipment for gyms, physical learning models and posters for biology, mathematics, chemistry, physics and geography and laboratory equipment for physics, biology and chemistry rooms.		
No.	Item	Quantity
2.4.44	Volumetric flask	13
2.4.45	Volumetric pipette	325
2.4.46	Bulb pipette	122
2.4.47	Pipette bulb filler	633
2.4.48	Stirring rod	563
2.4.49	Boston round bottle	171
2.4.50	Dropping funnel	37
2.4.51	Dropping funnel	7
2.4.52	Dropping funnel	3
2.4.53	Buchner funnel	8
2.4.54	Buchner funnel	1
2.4.55	Buchner funnel	2
2.4.56	Buchner funnel	1
2.4.57	Reagent bottle	309
2.4.58	Reagent bottle	267
2.4.59	Tray	99
2.4.60	Tubes rack	291
2.4.61	Funnel holder	107
2.4.62	Funnel holder	5
2.4.63	Pipette holder	6
2.4.64	Test tube holder	374
2.4.65	Brush	261
2.4.66	Brushes	430
2.4.67	Support stand	97
2.4.68	Double clamp	158
2.4.69	Universal clamp	169
2.4.70	Ring clamp	138
2.4.71	Ring clamp	111
2.4.72	Tripod	113
2.4.73	Tripod	108
2.4.74	Wire gauze ceramic centre	228
2.4.75	Spirits burner	222
2.4.76	Litmus paper	326
2.4.77	Litmus paper	341
2.4.78	Filter paper	269
2.4.79	Bunsen burner	59
2.4.80	Cabinet for poisons	33
2.4.81	Glass calibrated laboratory thermometers	102
2.4.82	Safety eye shields	536
2.4.83	Protection pad gloves	296
2.5.1	Set of rulers	275
2.5.2	Ruler	115
2.5.3	Geometric shapes set	139
2.5.4	Wooden logic blocks set	97
2.5.5	Logic figures for the magnetic board	116
2.5.6	Models for geometry	243
2.5.7	Graduated models	169
2.5.8	Cube set	222
2.5.9	Abacus big	91

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No.	Item	Quantity
2.5.10	Abacus small	123
2.5.11	Mathematics in the pictures	120
2.5.12	Dominoes	142
2.5.13	Demonstration clock	175
2.5.14	Set of scales	104
2.5.15	Precision scales with weights	117
2.5.16	Puzzle street	121
2.5.17	Puzzle street	121
2.5.18	Animals	120
2.5.19	Activities	88
2.5.20	Learn English – Food	55
2.5.21	Learn English – Fruits	54
2.5.22	Learn English – Farm	53
2.5.23	Learn English – Animals	54
2.5.24	Learn English – Body	52
2.5.25	Learn English – Clothes	53
2.5.26	Learn English – School	54
2.5.27	Learn English – Garden	51
2.5.28	Learn English – In the house	52
2.5.29	Tic Tac Toe game	134
2.5.30	Wooden cards for counting	77
2.5.31	Set of magnetic cards for calculations	170
2.5.32	Set of magnetic notes with magnet board	113
2.5.33	Set of music instruments	123
2.5.34	Set of music instruments	92
2.5.35	Tellurium	51
2.5.36	Wall-mounted thermometer	108
2.5.37	Compass	134
2.5.38	Solar system model	76
2.5.39	White map globe	85
2.5.40	Scholar Telescope	34
2.5.41	Magnifying glass	281
2.5.42	Decimal numbers	47
2.5.43	Euro cash box	77
2.5.44	Tangram set	77
2.5.45	Boards for geometry	84
2.5.46	Map of Europe puzzle	76
2.5.47	Learning letters – Cyrillic	256
2.5.48	Learning letters – Latin	251
2.5.49	Puzzle 4 seasons	175
2.5.50	Constructor set – Bamboos sticks	135
2.5.51	Mathematical sticks	134
2.5.52	Plastic logic figures	142
2.5.53	Traffic light	115
2.5.54	Traffic ramp	68
2.5.55	Traffic signs	93
2.5.56	Pilon	90
2.5.57	Gymnastic set	80
2.5.58	Theatre stage	70

LOT 2: Equipment for gyms, physical learning models and posters for biology, mathematics, chemistry, physics and geography and laboratory equipment for physics, biology and chemistry rooms.		
No.	Item	Quantity
2.5.59	Theatre puppet dolls	77
2.5.60	Experiment box set – Weather	52
2.5.61	Experiment box set – Basic Science	88
2.5.62	Experiment box set – Electricity	49
2.5.63	Experiment box set - Measurement	48
2.5.64	Experiment box set - Light and shadows	41
2.5.65	Experiment box set – Air	47
2.5.66	Experiment box set – Water 1	47
2.5.67	Experiment box set – Water 2	50
2.5.68	Experiment box set - Magnet and Compass	46
2.5.69	Round fraction pieces	103
2.5.70	Square fraction pieces	117
2.5.71	White board	144
2.6.1	Physical map of the World	52
2.6.2	Physical map of the World	20
2.6.3	Map of the World – political	46
2.6.4	Map of Europe- physical	50
2.6.5	Map of Europe- physical	25
2.6.6	Map of EU accession countries – political map	40
2.6.7	Map of Serbia- physical	52
2.6.8	Classroom globe	29
2.6.9	Classroom globe	43
2.6.10	Whiteboard globe	41
2.6.11	Compass for demonstration	90
2.6.12	Anemometer	51
2.6.13	Barometer	58
2.6.14	Map stand	65
2.6.15	Roll file storage box	57
2.6.16	Geographic Atlas on CD/DVD	40
2.7.1	Experiment box set – Mechanics 1	39
2.7.2	Experiment box set – Mechanics 2	36
2.7.3	Ultrasonic motion sensor	43
2.7.4	Lab scale	74
2.7.5	Set of weights	58
2.7.6	Experiment box set – Heat	38
2.7.7	Experiment box set – Basic electrical circuits	57
2.7.8	Experiment box set – Electricity, magnetism, electrostatics	34
2.7.9	Experiment box set – Electrostatics	13
2.7.10	Experiment box set – Electronics	14
2.7.11	Universal circuit board	19
2.7.12	Demonstration voltmeter, DC	76
2.7.13	Demonstration ammeter, DC	76
2.7.14	Set of experiment leads	96
2.7.15	Digital multimeter	59
2.7.16	Transformer	42
2.7.17	Ammeter for students	55
2.7.18	Experiment box set – Optics	31
2.7.19	Experiment box set – Laser optics	49
2.7.20	Demo physics board	13

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No.	Item	Quantity
2.7.21	Experiment box set – Acoustics	38
2.7.22	Magnetic equipment set	56
2.7.23	Callipers	99
2.7.24	Micrometer	90
2.7.25	Digital timer	147
2.7.26	Analytical scale	25
2.7.27	Overflow vessel	85
2.7.28	Cubes for determination of the density	76
2.7.29	Set of areometers	48
2.7.30	Communicating vessels	53
2.7.31	Ball with ring	41
2.7.32	Inclination and Declination Instrument	23
2.7.33	Magnet model	23
2.8.1	Set of wire geometry bodies	80
2.8.2	Set of folding geometry figures	73
2.8.3	Geometry bodies basic set	77
2.8.4	Set of fraction circles	87
2.8.5	Pythagorean theorem	52
2.8.6	Binomial theorem	52
2.8.7	Intersection of 2 planes	67
2.8.8	Cone with different types of cross-section	55
2.8.9	Cone with different types of cross-section	45
2.8.10	Set of geometric bodies with diagonal cross-sections	67
2.8.11	Rotation model- formation of the ball	53
2.8.12	Adjustable triangle with three angular diameters	65
2.8.13	Trigonometry functions model	51
2.9.1	Stereo microscope	170
2.9.2	Digital Camera for microscope	35
2.9.3	Dissection and vivisection kit	147
2.9.4	Dissecting pan	137
2.9.5	Microscope slide	280
2.9.6	Single concavity slide	105
2.9.7	Double concavity slide	81
2.9.8	Cover slip	480
2.9.9	Flask with pipette	136
2.9.10	Flask with pipette	74
2.9.11	Aplanatic lens with handle	152
2.9.12	Apple blossom	20
2.9.13	Animal cell model	33
2.9.14	Plant cell model	34
2.9.15	Dicotyledonous Plant Stalk	23
2.9.16	Model of leaf structure	31
2.9.17	Human skeleton model	30
2.9.18	Classic Unisex Torso	25
2.9.19	Brain model	40
2.9.20	Skin section	32
2.9.21	Classic heart with thymus	37
2.9.22	Circulatory system	42
2.9.23	Eye model	36

LOT 2: Equipment for gyms, physical learning models and posters for biology, mathematics, chemistry, physics and geography and laboratory equipment for physics, biology and chemistry rooms.		
No.	Item	Quantity
2.9.24	Ear model	34
2.9.25	Giant Dental Care Model	28
2.9.26	Lung model with Larynx	31
2.9.27	Kidney section	34
2.9.28	Mitosis model	35
2.9.29	Meiosis model	29
2.9.30	Functional knee joint	26
2.9.31	Functional Shoulder Joint	25
2.9.32	Stomach	31
2.9.33	Intestinal villi	22
2.9.34	Molar tooth with caries	21
2.9.35	Nose model	24
2.9.36	Muscle figure	26
2.9.37	DNA double helix	35
2.9.38	Apple flower model	23
2.9.39	Set of Microscope slides for school	47
2.9.40	Wall poster potato plant	13
2.9.41	Wall poster – Sunflower	15
2.9.42	Wall poster – Dandelion	13
2.9.43	Wall poster – Pine	17
2.9.44	Wall poster – Lizard	16
2.9.45	Wall poster – Frog	16
2.9.46	Wall poster – Carp	17
2.9.47	Wall poster – Digestive tract	20
2.9.48	Wall poster – Field horsetail	14
2.9.49	Wall poster – Yellow wall lichen	17
2.9.50	Wall poster – Wild rose	13
2.9.51	Wall poster – Brown mould	21
2.9.52	Wall poster – Fern	19
2.9.53	Wall poster – Water cycle in nature	27

LOT 3: ICT equipment		
No.	Item	Quantity
3.1.1	Photocopier	28
3.1.2	Projector	289
3.1.3	Notebook	475
3.1.4	All in One PC	69
3.1.5	Transparent Case Computer	14
3.1.6	Electrical projection screen	60
3.1.7	LCD TV with Floor Stand	146
3.1.8	Interactive whiteboard system	120
3.1.9	Interactive response system	46
3.1.10	Document camera	41
3.1.11	Set for recording lessons	48
3.1.12	Wireless router	79
3.1.13	Network storage	45
3.2.1	Language laboratory	34
3.3.1	Braille Embosser	5
3.3.2	Set of switches with switch interface	25
3.3.3	Concept keyboard with interchangeable overlays	25
3.3.4	Trackball mouse	25
3.3.5	Large key simplified keyboard	25
3.3.6	Screen reader software	5
3.3.7	All in One PC-Touchscreen	5

in 3 lots at the places where supplies are to be delivered as stipulated in Annex II + III "Technical Specification + Technical Offer", Annex IID - Delivery Locations, DDP¹, and the implementation period shall be 60 days for Lot1, 120 days for Lot2 and 60 days Lot3, in accordance with point 15 of the Contract notice.

- 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	Not applicable	Not applicable
Deadline for requesting clarifications from the Contracting Authority	28 April 2014	16:00
Last date on which clarifications are issued by the Contracting Authority	8 May 2014	-

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/>.

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Deadline for submission of tenders	19 May 2014	12:00
Tender opening session	19 May 2014	15:00
Notification of award to the successful tenderer³	June 2014	-
Signature of the contract³	July 2014	-

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

³ Provisional date

3 Participation

- 3.1 Tendering is open to all legal persons participating either individually or in a grouping (consortium) of tenderers [which are established in a the 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 IPA programme under which the contract is financed. All works, supplies and services must originate in one or more of these countries. Tendering is also open to international organisations. Tendering by 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 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. In case of doubt, the Contracting Authority may ask the tenderer to provide evidence demonstrating actual compliance with the "establishment" criteria. For this purpose, legal person will have to demonstrate that their legal person is formed under the law of an eligible State and that its head office is within an eligible State. "Head office" must be understood as its central administration or principal place of business.
- 3.3 These rules apply to:
- a) tenderers
 - b) members of a consortium
 - c) any subcontractors.
- 3.4 Natural persons, companies or undertakings falling into one of the situations set out in section 2.3.3 of the Practical Guide to contract procedures for EU external actions are excluded from participation in and the award of contracts. 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.

The exclusion situations referred to above also apply to subcontractors. 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, 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).

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

- 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 euro¹.

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.

¹ The currency of tender shall be the currency of the contract and of payment.

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.
- 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 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 Tenders must be received 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:

Delegation of the European Union to the Republic of Serbia
Finance & Contracts Section
GTC 19 Avenue Building
Vladimira Popovica 40/V
11070 Belgrade, Serbia

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

Delegation of the European Union to the Republic of Serbia
Finance & Contracts Section
GTC 19 Avenue Building
Vladimira Popovica 40/V
11070 Belgrade, Serbia
Opening hours: 9:30-16:00

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'.
- 10.3 All tenders must be received at

3

Delegation of the European Union to the Republic of Serbia
Finance & Contracts Section
GTC 19 Avenue Building
Vladimira Popovica 40/V
11070 Belgrade, Serbia

before the deadline date and time, **19 May 2014 at 12:00 CET**, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by the representative of the Contracting Authority.

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/132236/DH/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' in the local language.
- 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

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:
 - a training proposal as specified in the Annex II+III

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 DDP¹ basis for the supplies tendered, including:
 - financial proposal for training.

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

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/>

Part 3: Documentation:

To be supplied using the templates attached*:

- The tender guarantee, for:
 - Lot 1 – 3,500.00 EUR;
 - Lot 2 – 33,000.00 EUR;
 - Lot 3 – 22,000.00 EUR.
- The 'Tender Form for a Supply Contract', duly completed, which includes the tenderer's declaration, point 7, (from each member if a consortium):
- A completed **Financial Identification form** to nominate the bank account into which payments would be made in the event that the tender is successful. It is made available in a "Fill and Print" mode at the following address: http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm. (Where the tenderer has already signed another contract with the European Commission, it may provide instead of the financial identification form either its financial identification form number or a copy of the financial identification form provided on that occasion, unless a change occurred in the meantime.)
- The **legal entity file** and the supporting documents. It is made available in a "Fill and Print" mode at the following address: http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm. (Where the tenderer has already signed another contract with the European Commission, it may provide instead of the legal entity sheet and its supporting documents either its legal entity number or a copy of the legal entity sheet provided on that occasion, unless a change in its legal status occurred in the meantime.)

To be supplied in free-text format:

- A description of the warranty conditions, which must be in accordance with the conditions laid down in Article 32 of the General 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/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/work/procedures/index_en.htm

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 fully exonerate the following taxes: customs duties, import duties, taxes or fiscal charges in connection with import, value added tax, documentary stamp or registration duties or fiscal charges having an equivalent effect. (Art. 26 (2). Rules on taxes, customs duties and other fiscal charges). More information on the national

exemption procedure can be found at: <http://www.europa.rs/kakoDoFondova/nova-pravila-za-oslobadjanje-od-pdv-a.html> .

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 and the contract title**:

Delegation of the European Union to Serbia
Vladimira Popovica 40, GTC avenue 19a
11070 Belgrade, Serbia
Fax: +381 11 3083201
E-mail: delegation-serbia-fcs@eeas.europa.eu

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 EU Delegation to Serbia (www.europa.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 No clarification meeting / site visit planned. Visits by individual prospective tenderers during the tender period cannot be organised.

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 May 2014 at 15:00 CET** at the Delegation of the European Union to the Republic of Serbia, Vladimira Popovica 40/V, GTC Avenue building 19a, 11070 Belgrade, 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.

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 established, to show that it is not in any of the exclusion situations listed in section 2.3.3 of the Practical Guide to contract procedures for EU external actions. 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 to contract procedures for EU external actions.
- 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.
- 21.4 The Contracting Authority reserves the right to vary the quantities specified for items of all 3 lots 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 of the quantities, rise or fall by more than 25% of the tender price. The unit prices used in the tender will be multiplied by the quantities procured under the variation.
- 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.

22 Tender guarantee

The tender guarantee referred to in Article 11 above is set at **EUR 3,500.00 for Lot1, EUR 33,000.00 for Lot2 and EUR 22,000.00 for Lot3** 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 where:

- the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile 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 compliant tenders exceed the financial resources available;

- there have been irregularities 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.

26 Data Protection

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as names, addresses and CVs), such data will be processed¹ solely for the purposes of the performance management and monitoring of the tender and of the contract by the data controller without prejudice to possible transmission to the bodies charge with monitoring or inspection tasks in application of Union law. Details concerning processing of your personal data are available on the privacy statement at

<http://aideprgp.cc.cec.eu.int:1261/europeaid/prag/annexes.do?group=A&locale=en>².

The Controller of your call for tender is the Head of Unit of DG ELARG E3.

27 Early Warning System and Central Exclusion Database

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations mentioned in:

- the European Commission Decision of 16.12.2008 on the Early Warning System (EWS) for the use of authorising officers of the Commission and the executive agencies (OJ, L 344, 20.12.2008, p.125) or
- the European Commission Regulation of 17.12.2008 on the Central Exclusion Database (CED) (OJ L344, 20.12.2008, p.12),

their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the EWS only, or in both the EWS and CED, and communicated

¹ pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

² This link will lead you to the new "EuropeAid privacy statement" published among the Prag General Annexes.

to the persons and entities listed in the above-mentioned Decision and Regulation, in relation to the award or the execution of a procurement contract.

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