

A. INSTRUCTIONS TO TENDERERS

Supply of IT equipment for the project AREeCcDev

Ref.no. HUSRB/1602/31/0075-4/IT equipment 6.1.1

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, which is applicable to this call (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, delivery** and **installation** by the Contractor of the following goods:

Item no.	Product description incl. brand	Quantity
1	4U Chasis	1 piece
2	Internal Mini-SAS HD to Mini-SAS HD	4 pieces
3	RAM memory 64 GB ECC	4 pieces
4	4U Active CPU heatsink	1 piece
5	2U Passive CPU Heat Sink	1 piece
6	RAID controller	1 piece
7	SAS HDD	14 pieces
8	PCIe Add-On Card	2 pieces
9	Wirelees ruter	1 piece
10	10 G PCIe card	1 piece
11	Pre-voltage protection	6 pieces
12	Monitor IPS LED	6 pieces
13	USB camera	1 piece
14	Headphones	1 pieces
15	Combo set	6 sets
16	USB Flash	4 pieces
17	Keyboard and mouse set	1 set
18	MicroSDXC	5 pieces
19	USB 3.0 HUB	8 pieces
20	DDR memory	8 pieces
21	DDR memory	1 piece



22	Processor	4 pieces
23	Motherboard	4 pieces
24	Computer case	4 pieces
25	Computer case	1 piece
26	DDR memory	8 pieces
27	Power supply	4 pieces
28	Power supply	1 piece
29	Processor	2 pieces
30	Cooler	2 pieces
31	DDR memory	2 pieces
32	Motherboard	1 piece
33	Motherboard	1 piece
34	Switch	1 piece
35	Switch	3 pieces
36	Hard disk SSD	2 pieces
37	Hard disk SATA	2 pieces
38	Hard disc	6 pieces
39	Hard disc	2 pieces
40	Hard disc	1 pieces
41	Network cable 10 m	4 pieces
42	Network cable 20 m	4 pieces
43	Operation system OS	5 pieces
44	Operation system OS	2 pieces
45	Graphic card	2 pieces
46	DDR4 memory 16 GB	12 pieces

at **Antona Čehova no. 13D, 21000 Novi Sad, DDP excluding VAT**¹, and the implementation period will be **30 calendar days** from the contract signing.

- 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 N/A

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1.4 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)	Not applicable	Not applicable
Deadline for requesting clarifications from the Project partner	March 03 rd 2020	17:00 local time
Last date on which clarifications are issued by the Project partner	March 13 th 2020	-
Deadline for submission of tenders	March 24 th 2020	13:00 local time
Tender opening session	March 26 th 2020	10:00 local time
Notification of award to the successful tenderer	March 27 th 2020	-
Signature of the contract	March 27 th 2020	-

^{*} All times are in the time zone of the country of the Project partner Provisional date

3. Participation

- 3.1 Participation is open to all legal persons which are effectively established in the participating countries, other Member States, other IPA II beneficiaries, contracting parties to the Agreement on the European Economic Area and partner countries covered by the European Neighbourhood Instrument (hereafter referred to as 'eligible countries'), and to International Organisations.
- 3.2 N/A
- 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. If required, 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 Project partner may accept other satisfactory evidence that these conditions are met.
- 3.4 In the cases listed in Declaration on honour on exclusion criteria and selection criteria tenderers may be excluded from the procedure.
 - 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 Project partner, 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 Project partner 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 Project partner 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 All supplies purchased under a procurement contract, or in accordance with a grant agreement, financed under IPA II shall originate from an eligible country or from any country which is eligible under the rules of the partner or other donor or member state or determined in the constitutive act of the trust fund. As the Croatian national rules do not contain any restrictions as regards the rules of origin, all goods can originate from any country, irrespective of any thresholds.

5. Type of contract

Unit-price.

6. Currency

Tenders must be presented in **RSD**.

7. Lots

This tender procedure is not divided into lots.

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 Project partner 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 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 Project partner must be written in the language of the procedure, which is English.

Relevant experience (selection criteria) may be described in Serbian language.

Supporting documents and printed literature furnished by the tenderer may be in Serbian in language.

10. Submission of tenders

10.1 The Project partner 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:

University of Novi Sad Institute of Lowland Forestry and Environment
Antona Čehova no. 13D
21000 Novi Sad



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

University of Novi Sad Institute of Lowland Forestry and Environment Antona Čehova no. 13D 21000 Novi Sad

Every working day from 08:00 to 14:00 local time

Tenders must comply with the following conditions:

- 10.2 All tenders must be submitted in one original, marked 'original', and 2 (two) copies signed in the same way as the original and marked 'copy'.
- 10.3 All tenders must be received at University of Novi Sad Institute of Lowland Forestry and Environment, Antona Čehova no. 13D, 21000 Novi Sad before the deadline March 24th 2020 at 13:00 local time by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by 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. **HUSRB/1602/31/0075-4/IT equipment 6.1.1**);
 - 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 pre sastanka za otvaranje ponuda>.
 - e) the name of the tenderer.

The technical and financial offers must be placed together in a sealed envelope.

11. Content of tenders

Failure to fulfil the below requirements 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.

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 **DDP**² excluding VAT basis for the supplies tendered.

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

Part 3: Documentation:

To be supplied using the templates attached*:

• The 'Tender Form for a Supply Contract', as provided in the Tender Dossier (please note that certain information must be provided for each member if a consortium):

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- Financial identification Form (FIF) containing the details of the bank account into which payments should be made
- Legal entity file (LEF) and the supporting documents

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.
- 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.

12. Taxes and other charges

The applicable tax and customs arrangements are the following:

The European Commission and Republic of Serbia and Hungary have agreed in the Interreg IPA CBC Hungary Serbia programme to allow full VAT exemption, except where it is non-recoverable under national VAT legislation.

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 Project partner, 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**:

Contact name: dr Dejan Stojanović, project manager

Address UNIVERSITY OF NOVI SAD INSTITUTE OF

LOWLAND FORESTRY AND ENVIRONMENT

Antona Čehova 13 D, 21000 Novi Sad

E-mail dejan.stojanovic@uns.ac.rs

The Project partner has no obligation to provide clarifications after this date.

Any clarification of the tender dossier will be published on the following website at the latest 11 days before the deadline for submission of tenders.

No individual meetings are foreseen. Any prospective tenderers seeking to arrange individual meetings with either the Project partner 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 Project partner 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 consortium of two or more persons, the tender must be a single one with the object of securing a single contract. Members of the consortium should designate one of their members to act as leader with authority to bind the consortium. The composition of the consortium must not be altered.
- 18.2 The tender may be signed by the representative of the consortium.

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 March 26th 2020 at 10:00 local time at University of Novi Sad Institute of Lowland Forestry and Environment, Antona Čehova 13 D, 21000 Novi Sad 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 Project partner 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 Project partner 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 Project partner. 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 Project partner 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.

Contracting Authority (Project partner) may request clarification and supplement of the documents related to the administrative conformity.

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 Project partner 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

Award criteria is described under point 17 of the Contract Notice.

21. Notification of award

The contracting authority will inform all tenderers simultaneously and individually of the award decision. The tender guarantees of the unsuccessful tenderers will be released once the contract is signed.

22. Signature of the contract and performance guarantee

22.1. The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Upon request of the contracting authority and before the signature of the contract with the successful tenderer, the successful tenderer may be asked to 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 2.6.10.1. 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 shall be provided that the situations described in these documents have not changed since then.

For contracts with a value of less than EUR 300 000, the contracting authority may, depending on its assessment of the risks, decide not to require proofs for selection criteria.

22.2. Upon request of the contracting authority, the successful tenderer shall 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 2.6.11. of the practical guide.

The contracting authority may, depending on its assessment of the risks, decide not to require proofs for financial and economic standing and technical and professional capacity.

22.3. 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 Section 2.6.11. 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.

22.4. 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.
- 22.5. 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.
- 22.6. 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.
- 22.7. No performance guarantee is required.

23. Tender guarantee

No tender guarantee is required.

24. 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 Project partner 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 Project partner'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 Project partner.
- 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 Project partner's prior approval. They may not commit the Project partner 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 Project partner.
- 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 Project partner may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 23.10 The Project partner 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 Project partner 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 Project partner.
- 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 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.
- 23.13 The Project partner 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 Project partner may refrain from concluding the Contract.

25. Cancellation of the tender procedure

If a tender procedure is cancelled, tenderers will be notified by the Project partner. 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 Project partner 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 Project partner has been advised of the possibility of damages. The publication of a contract notice does not commit the Project partner to implement the programme or project announced.



26. Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. Complaints are sent to the Contracting Authority, at the address set out in point 10.1 of this document.