**Request for Bids**

**Goods**

**Procurement of:**

***Furniture for Schools in Montenegro* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Purchaser: **Ministry of Education, Science and Innovation**

Project:**Montenegro Education Project**

Contract title: **Procurement of furniture for schools in Montenegro**

Country: **Montenegro**

Finance Contract: **FI Nº 89406**

RFB No:**EIB-GtP** **09/1-03-426/24-2076**

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PART 1 – Bidding Procedures

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| Section I - Instructions to Bidders |

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| **Section I. Instructions to Bidders** |

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| 1. General | | |
| 1. Scope of Bid | * 1. In connection with the Specific Procurement Notice, Request for Bids (RFB), specified **in the Bid Data Sheet (BDS),** the Purchaser, as specified **in the BDS,** issues this bidding document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this RFB are **specified in the BDS.**   2. Throughout this bidding document:  the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;if the context so requires, “singular” means “plural” and vice versa; and“Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Promoter. It excludes the Promoter’s official public holidays. | |
| 1. Source of Funds | * 1. The Promoter or Recipient (hereinafter called “Promoter”) **specified in the BDS** has received financing (hereinafter called “funds”) from the **European Investment Bank-EIB** (hereinafter called “the Bank”) in an amount **specified in the BDS,** toward the project named **in the BDS.** The **National contribution** is also an additional source of funding. The Promoter intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.   2. Payment by the Bank will be made only at the request of the Promoter and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited EU[[1]](#footnote-2), either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of Article 41 of the UN Charter.   In addition, individuals or firms may not be eligible to bid in application of section 1.4 on Ethical Conduct of the Guide to Procurement for projects financed by the EIB. | |
| 1. Fraud and Corruption | * 1. The Bank requires compliance with the EIB’s Anti-Fraud Policy[[2]](#footnote-3) and its prevailing sanctions policies and procedures as set forth in the policy on preventing and deterring prohibited conduct in European Investment Bank activities.   2. In further pursuance of this policy, Bidders shall grant the Purchaser, the European Investment Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right to inspect and copy their books and records and those of all their sub-contractors under the Contract. Bidders shall accept to preserve these books and records generally in accordance with applicable law but in any case for at least six years from the date of bid submission and in the event they are awarded the Contract, at least six years from the date of substantial performance of the Contract.   3. The Bank requires that bidders and (sub-) contractors participating in a bid procedure or a contract under a Bank-financed project shall not violate or have violated any intellectual property rights.   4. It should be noted that, in the Covenant of Integrity, the tenderer is requested to self-declare all sanctions and/or exclusions (including any similar decisions having the effect of imposing conditions on the tenderer or its subsidiaries or to exclude the said tenderer or its subsidiaries, such as temporary suspension, conditional non-exclusion, etc.) imposed by the European institutions or any multilateral development banks (including the World Bank Group, the African Development Bank, the Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank), regardless of the date of issue and the expiration or not of such decisions and of the current status of any sanction and/or exclusion. In this regard, any omission or misrepresentation, made knowingly or recklessly, may be considered as fraud under the EIB Anti-Fraud Policy. Therefore, the Purchaser reserves the right to reject any offer presenting an inaccurate or incomplete Covenant of Integrity and may cause the rejection of the offer for prohibited conduct. | |
| 1. Eligible Bidders | * 1. A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.   2. A Bidder shall not have a conflict of interest.   Conflict of interest occurs when the impartial and objective exercise of the functions of the promoter, or the respect of the principles of competition, non-discrimination or equality of treatment with regard to the procurement procedure or contract, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest. The concept of conflict of interest covers any situation where staff members (or consultants acting on behalf) of the promoter who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure or contract execution.  Promoters must take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of procurement procedures or contracts so as to avoid any distortion of competition and to ensure the impartial and objective exercise of the functions of the promoter and equal treatment of all bidders or contractors.  The assessment of whether or not there is a conflict of interest has to be carried out on a case by case basis, considering the actual risk of conflict based on the specific circumstances of the case at stake. The individual or entity in question should declare whether they have any conflict  of interest and, if so, present supporting evidence which might remove or remedy a conflict of interest.  In cases where a conflict of interest cannot be effectively remedied by other less intrusive measures, the Bank requires promoters to exclude from participation in an EIB-financed procurement procedure or contract any bidder or contractor affected by such a conflict of interest.  A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder: directly or indirectly controls, is controlled by or is under common control with another Bidder; orreceives or has received any direct or indirect subsidy from another Bidder; orhas the same legal representative as another Bidder; orhas a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; oror any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; oror any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Promoter for the Contract implementation; orwould be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; orhas a close business or family relationship with a professional staff of the Promoter (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.  * 1. A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a subcontractor in more than one Bid.   2. A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.   3. It is the Bank’s policy to require that promoters, as well as bidders, contractors, suppliers and consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. The Bank reserves the right to take all appropriate action in order to enforce this policy. Moreover, the Bank is committed to ensuring that its loans are used for the purposes intended and its operations are free from Prohibited Conduct (including but not limited to, fraud, corruption, collusion, coercion, obstruction, money laundering and terrorist financing). In pursuance of this policy as set out in EIB’s Anti-Fraud Policy[[3]](#footnote-4), if it is established to the required standards that a project-related party has engaged in Prohibited Conduct in the course of a procurement process or implementation of a contract (to be) financed, the Bank:   a) May seek appropriate remediation of the Prohibited Conduct to its satisfaction;  b) May declare ineligible such project-related party to be awarded the contract; and/or  c) May withhold the Bank’s no objection to contract award and may apply appropriate contractual remedies, which may include suspension and cancellation, unless the Prohibited Conduct has been dealt with to the satisfaction of the Bank.  Furthermore, within the framework of its Exclusion Policy, the Bank may declare such project related party ineligible to be awarded a contract under any EIB project or to enter into any relationship with the Bank   * 1. Bidders that are state-owned enterprises or institutions in the Purchaser’s Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under the supervision of the Purchaser.   2. Firms and individuals may be ineligible if so indicated in Section V and pursuant to its Sanction Policy, the Bank shall not provide or otherwise make funds available, directly or indirectly, to or for the benefit of an individual or entity that is subject to financial sanctions imposed by the EU[[4]](#footnote-5), either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of Article 41 of the UN Charter.   3. A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request. | |
| 1. Eligible Goods and Related Services | * 1. All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.   2. For purposes of this ITB, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.   3. The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.   4. The Supplier shall take the necessary measures to ensure the visibility of the EU and/or EIB financing and co-financing according to the rules stated in the Finance Contract and in line with means made available. Such measures must be compliant with the applicable rules on the visibility of external action laid down in the latest Communication and Visibility Manual for EU External Actions concerning acknowledgement of EU financing of the project (<https://ec.europa.eu/europeaid/communication-and-visibility-manual-eu-external-actions_en> and in the EIB logo –user guide. | |
|  | B. Contents of Request for Bids Document | |
| 1. Sections of Bidding Document | * 1. The bidding document consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.   **PART 1 Bidding Procedures**   * Section I - Instructions to Bidders (ITB) * Section II - Bidding Data Sheet (BDS) * Section III - Evaluation and Qualification Criteria * Section IV - Bidding Forms * Section V - Eligible Countries * Section VI - Fraud and Corruption | |
|  | **PART 2 Supply Requirements**   * Section VII - Schedule of Requirements   **PART 3 Contract**   * Section VIII - General Conditions of Contract (GCC) * Section IX - Special Conditions of Contract (SCC) * Section X - Contract Forms | |
|  | * 1. The Specific Procurement Notice, Request for Bids (RFB), issued by the Purchaser is not part of this bidding document.   2. Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.   3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document. | |
| 1. Clarification of Bidding Document | * 1. A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser’s address specified **in the** **BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS.** The Purchaser shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Purchaser shall also promptly publish its response at the web page identified **in the BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB 8 and ITB 22.2. | |
| 1. Amendment of Bidding Document | * 1. At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.   2. Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser’s web page in accordance with ITB 7.1.   3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2 and publish as such in the Official Journal of the European Union. | |
|  | C. Preparation of Bids | |
| 1. Cost of Bidding | * 1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process. | |
| 1. Language of Bid | * 1. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified **in the BDS.** Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the** **BDS,** in which case, for purposes of interpretation of the Bid, such translation shall govern. | |
| 1. Documents Comprising the Bid | * 1. The Bid shall comprise the following:  **Letter of Bid** prepared in accordance with ITB 12;  * + 1. **Price Schedules**: completed in accordance with ITB 12 and ITB 14;  **Bid Security** or **Bid-Securing Declaration**, in accordance with ITB 19.1;**Alternative Bid**: if permissible, in accordance with ITB 13;**Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;**Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder’s qualifications to perform the Contract if its Bid is accepted;**Bidder’s Eligibility**: documentary evidence in accordance with ITB 17 establishing the Bidder’s eligibility to bid;**Eligibility of Goods and Related Services:** documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;**Conformity**: documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the bidding document; andany other document required **in the BDS.**  * 1. In addition to the requirements under ITB 11.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.   2. The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid. | |
| 1. Letter of Bid and Price Schedules | * 1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested. | |
| 1. Alternative Bids | * 1. Unless otherwise specified **in the** **BDS,** alternative Bids shall not be considered. | |
| 1. Bid Prices and Discounts | * 1. The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.   2. All lots (contracts) and items must be listed and priced separately in the Price Schedules.   3. The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered.   4. The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.   5. Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account, unless otherwise specified **in the BDS.** A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with **the BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.   6. If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified **in the BDS,** prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the Bids for all lots (contracts) are opened at the same time.   7. The terms EXW, CIP, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce**,** as specified **in the** **BDS.**   8. Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser’s right to contract on any of the terms offered. In quoting prices, the Bidders shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidders may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:  For Goods manufactured in the Purchaser’s Country:  * + - 1. the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;       2. any Purchaser’s Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Bidders; and       3. the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified **in the** **BDS.**       4. Due to the large number of delivery locations, the Contracting Authority reserves the right to change any delivery location as necessary prior to delivery of the equipment.  For Goods manufactured outside the Purchaser’s Country, to be imported:  * + - 1. the price of the Goods, quoted CIP named place of destination, in the Purchaser’s Country, as specified **in the** **BDS;**       2. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the** **BDS;**  For Goods manufactured outside the Purchaser’s Country, already imported:  * + - 1. the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;       2. the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;       3. the price of the Goods, obtained as the difference between (i) and (ii) above;       4. any Purchaser’s Country sales and other taxes which will be payable on the Goods if the Contract is awarded to the Bidder; and       5. the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified **in the** **BDS.**  for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes). | |
| 1. Currencies of Bid and Payment | * 1. The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidders shall quote in the currency of the Purchaser’s Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser’s Country, unless otherwise specified **in the BDS.**   2. The Bidders may express the Bid price in any currency. If the Bidders wish to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser’s Country. | |
| 1. Documents Establishing the Eligibility and Conformity of the Goods and Related Services | * 1. To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders s shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.   2. To establish the conformity of the Goods and Related Services to the bidding document, the Bidders shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.   **Note to Bidders**: Bidders should alert the promoter in writing, with a copy to the European Investment Bank in case they should consider that certain clauses or technical specifications of the TDs might limit international competition or introduce an unfair advantage to some Bidders. (EIB GtP, Clause 3.7.4)   * 1. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.   2. The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the** **BDS** following commencement of the use of the goods by the Purchaser.   3. Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements. | |
| 1. Documents Establishing the Eligibility and Qualifications of the Bidder | * 1. To establish Bidder’s eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.   2. The documentary evidence of the Bidder’s qualifications to perform the Contract if its Bid is accepted shall establish to the Purchaser’s satisfaction:      1. that, if required **in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser’s Country;      2. that, if required **in the BDS**, in case of a Bidder not doing business within the Purchaser’s Country, the Bidder is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the Supplier’s maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and      3. that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria. | |
| 1. Period of Validity of Bids | * 1. Bids shall remain valid for the Bid Validity period specified **in the** **BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Purchaser in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.   2. In exceptional circumstances, prior to the expiration of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.   3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:      1. in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the** **BDS**;      2. in the case of adjustable price contracts, no adjustment shall be made;      3. in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above. | |
| 1. Bid Security | * 1. The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid Security, as specified **in the** **BDS,** in original form and, in the case of a Bid Security**,** in the amount and currency specified **in the BDS.**   2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.   3. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder’s option:  an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);an irrevocable letter of credit;a cashier’s or certified check; oranother security specified **in the BDS**, from a reputable source, and an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Purchaser’s Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Purchaser’s Country to make it enforceable unless the Purchaser has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.   * 1. If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.   2. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s signing the Contract and furnishing the Performance Security pursuant to ITB 45.   3. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.   4. The Bid Security may be forfeited or the Bid Securing Declaration executed:  if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid, or any extension thereto provided by the Bidder; orif the successful Bidder fails to:sign the Contract in accordance with ITB 45; orfurnish a Performance Security in accordance with ITB 45.  * 1. The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.   2. If a Bid Security is not required in the BDS, pursuant to ITB 19.1, and   3. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid; or   4. if the successful Bidder fails to: sign the Contract in accordance with ITB 45; or furnish a performance security in accordance with ITB 45;   the Promoter may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated **in the BDS**. | |
| 1. Format and Signing of Bid | * 1. The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it “Original.” Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked “Alternative.” In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS and clearly mark them “Copy.” In the event of any discrepancy between the original and the copies, the original shall prevail.   2. Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.   3. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialled by the person signing the Bid.   4. In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.   5. Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid. | |
|  | D. Submission and Opening of Bids | |
| 1. Sealing and Marking of Bids | * 1. The Bidder shall deliver the Bid in a single, sealed envelope (one-envelope Bidding process). Within the single envelope the Bidder shall place the following separate, sealed envelopes:      1. in an envelope marked “Original”, all documents comprising the Bid, as described in ITB 11; and      2. in an envelope marked “Copies”, all required copies of the Bid; and,      3. if alternative Bids are permitted in accordance with ITB 13, and if relevant:   i. in an envelope marked “Original -Alternative”, the alternative Bid; and  ii. in the envelope marked “Copies – Alternative Bid” all required copies of the alternative Bid.   * 1. The inner and outer envelopes, shall:  bear the name and address of the Bidder;be addressed to the Purchaser in accordance with ITB 22.1;bear the specific identification of this Bidding process indicated in ITB 1.1; andbear a warning not to open before the time and date for Bid opening.  * 1. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid. | |
| 1. Deadline for Submission of Bids | * 1. Bids must be received by the Purchaser at the address and no later than the date and time specified **in the** **BDS.** When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified in the BDS.   2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidder s previously subject to the deadline shall thereafter be subject to the deadline as extended. | |
| 1. Late Bids | * 1. The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder. | |
| 1. Withdrawal, Substitution, and Modification of Bids | * 1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:  1. prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” or “Modification;” and 2. received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.    1. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.    2. No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof. | |
| 1. Bid Opening | * 1. Except as in the cases specified in ITB 23 and ITB 24.2, the Purchaser shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified **in the** **BDS** in the presence of Bidders’ designated representatives and anyone who chooses to attendAny specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified **in the** **BDS.**   2. First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.   3. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.   4. Next, envelopes marked “Modification” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.   5. Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate.   6. Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further in the evaluation. The Letter of Bid and the Price Schedules are to be initialled by representatives of the Purchaser attending Bid opening in the manner specified **in the** **BDS.**   7. The Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).   8. The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum:   (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;  (b) the Bid Price, per lot (contract) if applicable, including any discounts;  (c) any alternative Bids;  (d) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.   * 1. The Bidder’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders. | |
|  | E. Evaluation and Comparison of Bids | |
| 1. Confidentiality | * 1. Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 40.   2. Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.   3. Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing. | |
| 1. Clarification of Bids | * 1. To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser’s request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the Bids, in accordance with ITB 31.   2. If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser’s request for clarification, its Bid may be rejected. | |
| 1. Deviations, Reservations, and Omissions | * 1. During the evaluation of Bids, the following definitions apply:  1. “Deviation” is a departure from the requirements specified in the bidding document; 2. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and 3. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document. | |
| 1. Determination of Responsiveness | * 1. The Purchaser’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.   2. A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:  if accepted, would:affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; orlimit in any substantial way, inconsistent with the bidding document, the Purchaser’s rights or the Bidder’s obligations under the Contract; orif rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.  * 1. The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.   2. If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. | |
| 1. Nonconformities, Errors and Omissions | * 1. Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.   2. Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.   3. Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the BDS**. | |
| 1. Correction of Arithmetical Errors | 1. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:  if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; andif there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.  1. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid. | |
| 1. Conversion to Single Currency | * 1. For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified **in the** **BDS.** | |
| 1. Margin of Preference | * 1. Unless otherwise specified **in the** **BDS,** a margin of preference shall not apply. | |
| 1. Evaluation of Bids | * 1. The Purchaser shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Purchaser shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:   (a) substantially responsive to the bidding document; and  (b) the lowest evaluated cost.   * 1. To evaluate a Bid, the Purchaser shall consider the following:  evaluation will be done for Items or Lots (contracts), as specified **in the** **BDS;** andthe Bid Price as quoted in accordance with ITB 14;price adjustment for correction of arithmetic errors in accordance with ITB 31.1;price adjustment due to discounts offered in accordance with ITB 14.4;converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; andthe additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.  * 1. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.   2. If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.   3. The Purchaser’s evaluation of a Bid will exclude and not take into account:  in the case of Goods manufactured in the Purchaser’s Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;in the case of Goods manufactured outside the Purchaser’s Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;any allowance for price adjustment during the period of execution of the contract, if provided in the Bid.  * 1. The Purchaser’s evaluation of a Bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2(f). | |
| 1. Comparison of Bids | * 1. The Purchaser shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 34.2 to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Promoter’s country, together with prices for any required unloading, installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods. | |
| 1. Abnormally Low Bids | An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price.In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid. | |
| 1. Qualification of the Bidder | * 1. The Purchaser shall determine, to its satisfaction, whether the eligible Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.   2. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder’s subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.   3. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder’s qualifications to perform satisfactorily. | |
| 1. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids | * 1. The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders. | |
| 1. Standstill Period | * 1. The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Calendar Days unless extended in accordance with ITB 44. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the Notification of Intention to Award the Contract. | |
| 1. Notification of Intention to Award | * 1. The Purchaser shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:  1. the name and address of the Bidder submitting the successful Bid; 2. the Contract price of the successful Bid; 3. the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated; 4. a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason; 5. the expiry date of the Standstill Period; 6. instructions on how submit an Appeal during the standstill period. | |
|  | F. Award of Contract | |
| 1. Award Criteria | 41.1 Subject to ITB 38, the Purchaser shall award the Contract to the Bidder offering the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:  (a) substantially responsive to the bidding document; and  (b) the lowest evaluated cost. | |
| 1. Purchaser’s Right to Vary Quantities at Time of Award | 42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified **in the BDS,** and without any change in the unit prices or other terms and conditions of the Bid and the bidding document. | |
| 1. Notification of Award | 43.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 39.1 or any extension thereof, and upon satisfactorily addressing any Appeal that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).  43.2 Within ten (10) Calendar Days  after the date of transmission of the Letter of Acceptance, the Purchaser shall publish the Contract Award Notice which shall contain, at a minimum, the following information:   1. name and address of the Purchaser; 2. name and reference number of the contract being awarded, and the selection method used; 3. names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated; 4. names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; 5. the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope;   43.3 The Contract Award Notice shall be published on the Purchaser’s website with free access if available, or in at least one newspaper of national circulation in the Purchaser’s Country, or in the official gazette. The Purchaser shall also publish the contract award notice in the OJEU.  43.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract. | |
| 1. Signing of Contract | | * 1. The Purchaser shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.   2. The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within twenty-eight (28) days of its receipt.   3. Notwithstanding ITB 45.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. |
| 1. Performance Security | | * 1. Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser’s Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.   2. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the next Most Advantageous Bid. |
| 1. Procurement Related Appeal | | * 1. The procedures for making a Procurement-related Appeal are as specified in the BDS. |

Section II - Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

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| **ITB Reference** | **A. General** |
| **ITB 1.1** | The reference number of the Request for Bids is: 09/1-03-426/24-2076  The Purchaser is:**Ministry of Education, Science and Innovation , Montenegro**  The name of the RFB is**Procurement of furniture for Schools in Montenegro**  Main purpose of this bidding process is procurement of furniture for kindergartens, elementary and secondary schools.  The number and identification of lots (contracts)comprising this RFB is: No lots.  Bid procedure will be carried out in line with EIB Guide to Procurement for projects financed by the EIB (GtP) Accessible at:  <https://www.eib.org/en/publications/guide-to-procurement.htm> |
| **ITB 2.1** | The Promoter is: **Ministry of Education, Science and Innovation , Montenegro**  The project is financed from the EIB loan amount related to Financing Agreement of: ***18.000.000,00 Euros.***  In addition to the loan, the project is financed from the state budget of Montenegro in proportion: **51% loan and 49% national budget**.  The name of the Project is: Montenegro Education Programme |
| **ITB 4.1** | Maximum number of members in the JV shall be: Four ***(4)*** |
| **ITB 4.4** | Firms originating from all countries of the world are eligible to tender for works, goods and services contracts. |
|  | **B. Contents of Bidding Document** |
| **ITB 7.1** | For **Clarification of Bid purposes** only, the Purchaser’s address is:  **Ministry of Education, Science and Innovation**  Attention: Ms. ***Teodora Vukanić***  Address: ***Vaka Đurovića b.b.***  Floor/ Room number: ***First floor, Office 6.***  City: ***Podgorica***  ZIP Code: ***81000***  Country: ***Montenegro***  Electronic mail address: [teodora.vukanic@mp.edu.me](mailto:teodora.vukanic@mp.edu.me)  Bidders are expected to submit their Request for Clarification in writing by e-mail, **in English language**.  The Purchaser will consolidate all the requests for clarification received from the Bidders and will publish them with answers **(in English**) if deemed necessary on weekly base (i.e the description of the inquiry but without identifying its source) on the following website: <https://www.gov.me/mps>  The Bidders shall have the obligation to check regularly the above website for clarification of the Bidding Documents. Any request for clarification of the Bidding Document shall be clarified and answered in writing by Purchaser within a week.  Requests for clarification should be received by the Purchaser not later than: **fourteen days prior to the submission deadline** (i.e. 5th June 2024 till 10.00h local time).  If bidders raise specific questions on the bid documents, the promoter must answer them within a week. |
|  | **C. Preparation of Bids** |
| **ITB 10.1** | The language of the Bid is: **English.**  All correspondence exchange shall be in **English** language.  Language for translation of supporting documents and printed literature is **English.** |
| **ITB 11.1 (j)** | The Bidder shall submit the following additional documents in its Bid:   * Documents proving fulfilment of criteria established in “Section III. Evaluation and Qualification Criteria” 3. Qualification (ITB 36), 3.1 Post-qualification Requirements (ITB 36.1). * Covenant of Integrity and Environmental and Social Covenant (Section IV – Bidding Forms) needs to be included as part of that documentation to be provided. Both covenants need to be signed by all members of a JV in case of a JV submission. * Declaration issued by Bidders describing who is providing the warranty on behalf of manufacturers of items offered. |
| **ITB 13.1** | Alternative Bids **shall not be**considered. |
| **ITB 14.1** | The bid price (excluding VAT) must not exceed the estimated total value given in the Contract notice published in the OJEU (link: <https://ted.europa.eu/TED/browse/browseByMap.do>  **The bid price is EUR 4.950.000 (excluding VAT). Bids exceeding the amount equal to EUR 4.950.000 (excluding VAT) shall be rejected.** |
| **ITB 14.5** | The prices quoted by the Bidder **shall not** be subject to adjustment during the performance of the Contract. |
| **ITB 14.6** | Prices quoted for each item shall correspond at least to **100** percent of the quantities specified for this item. |
| **ITB 14.7** | The Incoterms edition is: **Incoterms 2020** |
| **ITB 14.8 (b)(i) and (c)(v)** | Place of destination: Montenegro  Goods should be delivered and unloaded to the final destination including assembling – in accordance with List of goods including quantities and delivery addresses and Delivery Schedule and List of Related Services given in the Section VII - Schedule of Requirements.  **Solely for the purpose of facilitating the comparison of Bids by the Purchaser Bid Price should be quoted: CIP in line with Section IV: Price schedule forms.**  **The evaluation for the supply of goods will exclude import duties and taxes payable on imported goods and the value added tax or similar taxes on locally supplied goods, but should include all costs associated with the supply, delivery, handling and insurance of the goods to the final destination.**  **The Bid total price shall be on DDP parity including unloading at final destination (i.e. schools’ and kindergartens’ premises) and assembling of furniture.** (Ref: <https://iccwbo.org/business-solutions/incoterms-rules/incoterms-2020/>)  The Purchaser is allowed to accept the offer of goods already imported only in case of having a proof, submitted by the Bidder, of possibility to conduct the revision of the clearance procedure. |
| **ITB 14.8 (a)(iii), (b)(ii) and (c)(v)** | Final Destination (Project Site):  - 244 primary school.  - 47 secondary schools  - 106 kindergartens  located in 25 municipalities across Montenegro. For more details, please refer to Section IV: **List of goods, quantities and delivery addresses.**  Goods should be unloaded, delivered, and assembled at the place of acceptance (i.e classrooms of the schools and kindergartens).  **The Purchaser shall not pay** any amount of Custom Duties and other Import Taxes. |
| **ITB 15.1** | All expenditures incurred should be quoted in Euros.  The currency of the bid is currency of The European Economic and Monetary Union (EUR).  The goods/services and quantities indicated shall be indivisible.  Prices quoted shall be for items and quantities indicated. Bids for only part of the items or quantities shall be rejected. |
| **ITB 16.4** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): ***7 years*** minimum. |
| **ITB 17.2 (a)** | Manufacturer’s authorization is: **required** |
| ITB 17.2 (b) | After sales service is **required.**Declaration issued by Bidders defines who is providing warranty on behalf of manufacturers of offered items. |
| **ITB 18.1** | The bid validity period **shall be 90 days** from the bid submission deadline date**.** |
| **ITB 18.3 (a)** | The Bid price shall not be subject to adjustment. |
| **ITB 19.1** | A Bid Security **shall be** required.  The Bid Security shall be: **75.000 EUR**  A Bid-Securing Declaration shall not be required. |
| **ITB 19.3 (d)** | Other types of acceptable securities: ***None*** |
| **ITB 20.1** | In addition to the original of the Bid, the number of copies is**: (3) *three (two printed copies and one copy in electronic media, such us USB flash drive,*** ***or similar. All documents will be in pdf format. Additionally, to pdf format Price schedule will be provided in excel format as well).***  *In addition to details given in the Instructions to bidder the outer envelope shall bear the following*  “Not to open before the time and date for Bid opening.”  “Ne otvarati prije zvanicnog otvaranja ponuda. |
| **ITB 20.3** | The written confirmation of authorization to sign on behalf of the Bidder shall consist of**: *Authorization issued to signatory to sign the Bid issued by legal representative of Bidder.*** |
|  | **D. Submission and Opening of Bids** |
| **ITB 22.1** | For **Bid submission purposes** only, the Purchaser’s address is:  **Ministry of Education, Science and Innovation**  Attention: **Mr. Spasoje Ostojić**  Address: **Vaka Djurovića b.b., office 6, First floor**  City: **Podgorica**  Postal Code: **81000**  Country: **Montenegro**  **The deadline for Bid submission is:**  Date: **19th June 2024**  Time: **10.00h local time**  Bidders ***shall not*** have the option of submitting their Bids electronically. |
| **ITB 25.1** | The Bid opening shall take place at:  **Ministry of Education, Science and Innovation**  Address: **Vaka Djurovića b.b., office 26, second floor**  **(Grand Conference Hall/Velika konferencijska sala)**  City: **Podgorica**  Postal Code: **81000**  Country: **Montenegro**  Date: **19th June 2024**  Time: **10.30h local time** |
| **ITB 25.6** | The Letter of Bid and Price Schedules shall be initialled by **chairman of the Evaluation Committee** representatives of the Purchaser conducting Bid opening. **Each page shall be initialized on the right top of pages by the chairman of the Evaluation Committee.** |
| **E. Evaluation and Comparison of Bids** | |
| **ITB 30.3** | The adjustment shall be based on the ***average*** price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate. |
| **ITB 32.1** | The currency of the bid and the payment currency shall be currency of Montenegro: European Economic and Monetary Union (EUR). |
| **ITB 33.1** | A margin of domestic preference ***shall not***apply.  If a margin of preference applies, the application methodology shall be defined in Section III – Evaluation and Qualification Criteria. |
| **ITB 34.2(a)** | ***If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the average price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.*** |
| **ITB 34.6** | The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:   1. Deviation in Delivery schedule: ***No*** 2. Deviation in payment schedule: ***No*** 3. the cost of major replacement components, mandatory spare parts, and service: ***No*** 4. the availability in the Purchaser’s Country of spare parts and after-sales services for the equipment offered in the bid ***No*** 5. the projected operating and maintenance costs during the life of the equipment ***No*** 6. the performance and productivity of the equipment offered; ***No*** |
|  | **F. Award of Contract** |
| **ITB 42** | The maximum percentage by which quantities may be increased is: ***15%***  The maximum percentage by which quantities may be decreased is: ***15%*** |
| **ITB 44.1** | The successful Bidder *shall not* submit the Beneficial Ownership Disclosure Form. |
| **ITB 46.1** | The procedures for making a Procurement-related Appeal are detailed in the Appendix1 Appeal procedure.  The appeal procedure in this project is a two-step process.  The Contracting Authority is the first level of review. An appeal shall be submitted to the Contracting Authority, in writing in three copies, within the defined deadlines (Appendix 1), so that the appeal may be considered.  In the event that the appeals are correct, the Contracting Authority accepts the appeal and modifies or annul the tender documents, the decision on selection or the procedure in its entirety.  In the case that the initial decision changes due to the appeal, a new standstill period begins.  The Contracting Authority notifies the Appellate Body by formal letter that the appeal has been filed, that it has been accepted and that it is necessary to reimburse the appellant.  If the Contracting Authority assesses the appeal as unfounded, it shall submit its supporting documentation to the Appellate Body, formed for this project, for review and decision. It is the responsibility of the contracting authority to initiate proceedings with the Appellate Body and, where applicable, to request refund of the fee paid in the event that the Appellate Body accepts the appeal.  An integral part of the appeal is the proof of payment of the fee for conducting the procedure, which amounts to up to 2% of the estimated value of the procurement, the percentage of which is contained in the tender documentation. The maximum fee is EUR 20,000 in case of confirmation of the appeal.  If a Bidder wishes to make a Procurement-related Appeal, the Bidder should submit its Appeal following these procedures, in writing (by the quickest means available, that is either by email or fax), to:  **Ministry of Education, Science and Innovation**  **For the attention**: **Mr. Spasoje Ostojić**  **Title/position**: **Procurement officer**  **Purchaser**: **Ministry of Education, Science and Innovation**  **Email address***:* [**spasoje.ostojic@mpni.gov.me**](mailto:spasoje.ostojic@mpni.gov.me)  and in cc. to **Ms. Jelena Jovetić**  Email address: [**jelena.jovetic@mif.gov.me**](mailto:jelena.jovetic@mif.gov.me)  Bidders should alert the promoter in writing, with a copy to the European Investment Bank in case they should consider that certain clauses or technical specifications of the TDs might limit international competition or introduce an unfair advantage to some bidders.  The Purchaser shall review, take the necessary actions and respond in a timely manner to Appeals addressed to them related to the procurement process and originating from any person or entity having or having had an interest in obtaining the contract.  Review procedures for remedies are available to any person or entity having or having had an interest in obtaining the contract and (at risk of) being harmed by an alleged infringement from applicable procurement rules. |

Section III - Evaluation and Qualification Criteria

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1. Margin of Preference (ITB 33):

Margine of preference is not applicable. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be: substantially responsive to the bidding document and the lowest evaluated cost.

2. Evaluation (ITB 34)

**2.1. Evaluation Criteria (ITB 34.6)**

The Purchaser’s evaluation of a Bid may take into account, in addition to the Bid Price quoted in accordance with ITB 14.8, one or more of the following factors as specified in ITB 34.2(f) and in BDS referring to ITB 34.6**,** usingthe following criteria and methodologies.

(a) Delivery schedule. (as per Incoterms specified in the BDS)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive.

(b), (c), (d), (e), (f) : **Not applicable**

(g) Specific additional criteria: Not applicable

**2.2. Multiple Contracts (ITB 34.4): Not applicable**

**2.3. Alternative Bids (ITB 13.1): Not applicable**

3. Qualification (ITB 37)

**3.1 Qualification Criteria (ITB 37.1)**

After determining the substantially responsive Bid which offers the lowest-evaluated cost in accordance with ITB 34, and, if applicable, the assessment of any Abnormally Low Bid (in accordance with ITB 36) the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

* + - * 1. **Legal Capability**

To participate in this procurement process, Bidder should meet following requirements:

* The Bidder is registered with the competent body responsible for registration of legal entities in accordance with the laws of the country in which company is established;
* The Bidder has duly performed all obligations on the basis of taxes and contributions in accordance with the law, i.e. the regulations of the country in which it has been registered;
* No consistent history of court/arbitral award decisions against the Bidder[[5]](#footnote-6) within the last five (5) years prior to the deadline for submission of bids

The Bidder or its legal representative has not been convicted for any criminal act as members of an organized criminal group; that it has been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud;

To prove above requirements, Bidder must provide following documentary evidence:

* Proof of registration from the competent body responsible for registration of legal entities, that Bidder is registered, or entered in the appropriate register;
* Proof issued by the body responsible for tax administration (state and local administration) that all obligations based on taxes and contributions have been duly reported, calculated and performed up to 60 days before the day of public opening of bids, in accordance with Montenegrin law, or country regulations in which the Bidder has been registered;
* Certificate of the competent court, not older than 60 days before the day of public opening of bids, that Bidder and its legal representative have not been convicted for any criminal act as members of an organized criminal group; that it has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud.

All abovementioned evidences may be submitted as uncertified copies. Purchaser keeps right to ask for original evidences if deemed necessary. In case that Bidder is Joint Venture, above requirements shall be fulfilled by each Joint Venture member.

(ii) **Financial Capability**

The Bidder shall submit proof that has fulfilled all obligations on the basis of taxes and contributions in accordance with the law or regulations of the country in which have registration place;

The Bidder shall submit balance sheets/audited financial statements certified by a registered accountant for the last three closed financial years (i.e. 2021, 2022 and 2023) to demonstrate that have average annual turnover for the above mentioned three years, (calculated as total revenue for the last three years, divided by three) minimum of: EUR **4,950,000.00.** If the financial year 2023 has not been closed, the minimum average annual turnover will be calculated for the years 2022, 2021 and 2020.

(In case that Bidder is Joint Venture all members of the Joint Venture must submit balance sheets/audited financial statements certified by a registered accountant. Leader of Joint Venture must meet minimum 50%, and members must meet minimum 25%, and all members together must meet minimum 100% of the above requirement related to average annual turnover).

The Bidder shall demonstrate that it has liquid assets in the amount of: (Statement from the Bidder’s Commercial Bank about liquidity of the account) EUR **260,000.00.**

(In case that Bidder is Joint Venture all members combined should fulfil requirement related to liquid assets.)

(iii) **Technical Capacity**

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

Over the past five (5) years prior to the submission deadline of this tender procedure, the Bidder has successfully completed (obtained goods acceptance certificate) maximum three (3) contracts in related fields involving unloading, delivery and on-site assembly of furniture of similar characteristics and of a comparable scale with a cumulative budget of at least EUR **4,950,000.00** (excluding VAT).

In the case that Bidder is Joint Venture, all members combined must meet this requirement.

For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder’s share, by value, and role and responsibilities shall be considered to meet this requirement.

The Bidder has to possess the following certificates:

* ISO 9001:2015 Quality management systems
* ISO 14001:2015 Environmental management systems
* ISO 45001:2018 Occupational health and safety management systems

or equivalent ones, which have been issued by relevant Authorized Institution.

If the bidder is a Joint Venture, each member of the Joint Venture must fulfill the certification requirements individually.

**Joint Venture (JV):**

The Bids submitted by a JV of two or more firms as partners shall comply with the following requirements:

* + - 1. the bid shall be signed so as to be legally binding on all partners;
      2. one of the partners shall be nominated as being in charge, and this nomination shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
      3. the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture, and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge;
      4. all partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the authorization mentioned under (ii) above, in the bid as well as in the Contract (in case of a successful bid).

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| Section IV - Bidding Forms |

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Letter of Bid

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| *INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*  *The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and business address.*  *Note: All italicized text is to help Bidder in preparing this form.* |

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

**RFB No.:** [*insert number of RFB process*]

**Request for Bid No**.: [*insert identification*]

**Alternative No.**:[*insert identification No if this is a Bid for an alternative*]

To: **Ministry of Education, Science and Innovation , Montenegro**

1. **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);
2. **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
3. **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: [*insert a brief description of the Goods and Related Services*];
4. **Bid Price**: The total price of our Bid, excluding any discounts offered in item (e) below is:

*Net amount:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[insert the total net price, without Custom Duties and taxes, in words and figures, indicating the various amounts and the respective currencies];*

*Custom Duties: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert the total amount of import custom duties, in words and figures and the respective currencies]*

*Taxes: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert the total amount of taxes (including VAT[[6]](#footnote-7) in Montenegro) in words and figures and the respective currencies]*

*Gross amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[insert the total gross price1, with included Custom Duties and Taxes, in words and figures, indicating the various amounts and the respective currencies]*

1. **Discounts in case of Lots**: Not applicable.
2. **Bid Validity Period**: Our Bid shall be valid for the period specified in BDS 18.1 (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
3. **Performance Security**: If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
4. **One Bid per Bidder**: We are not submitting any other Bid(s) as an individual Bidder, and weare not participating in any other Bid(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
5. **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, directly or indirectly, to or for the benefit of an individual or entity that is subject to financial sanctions imposed by the EU[[7]](#footnote-8), either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of Article 41 of the UN Charter.";
6. **State-owned enterprise or institution**: [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.6*];
7. **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*]

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| --- | --- | --- | --- |
| Name of Recipient | Address | Reason | Amount |
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(If none has been paid or is to be paid, indicate “none.”)

1. **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
2. **Purchaser Not Bound to Accept**: We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
3. **Fraud and Corruption**: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Prohibited Conduct[[8]](#footnote-9).
4. We hereby certify that we will comply with EIB's environmental and social safeguards. (http://www.eib.org/en/infocentre/publications/all/environmental-and-social-practices-handbook.htm and EIB GtP, Clause 1.7)

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

**Name of the person duly authorized to sign the Bid on behalf of the Bidder**: \*\*[*insert complete name of person duly authorized to sign the Bid*]

**Title of the person signing the Bid**: [*insert complete title of the person signing the Bid*]

**Signature of the person named above**: [*insert signature of person whose name and capacity are shown above*]

**Date signed** [*insert date of signing*] **day of** [*insert month*], [*insert year*]

**\***: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bider.

\*\*: Person signing the Bid shall have the power of attorney given by the Bider. The power of attorney shall be attached with the Bid Schedules.

**FINANCING OF THE PROJECT**

**Financing of the project will be as follows:**

**1/ EIB loan equal to 51% of the Bid price (VAT at the rate 0%)**

**2/ National Contribution equal to 49% of the Bid price (VAT at the rate 21%)**

**EXISTING NORMATIVE SOLUTIONS THAT REGULATE THE PROCEDURE FOR EXEMPTION FROM PAYMENT OF VAT DEPENDING ON THE SOURCE OF FINANCING**

Below is given an overview of the legal and sub-legal regulations that regulate the VAT exemption procedure, the basis for the VAT exemption, as well as the power of the authorities that carry out the VAT exemption procedure depending on the source of financing (loans, donations/grant, National contribution).

**1/ Exemption from payment of VAT for projects financed from the funds of the European Union and on the basis of an international agreement concluded between Montenegro and an international financial organization (i.e. Finance Contract 89406).**

By the provision of Article 25 paragraph 1 point 12a of the Value Added Tax Act ("Official Gazette of the Republic of Montenegro", No. 65/01...04/06 and "Official Gazette of Montenegro", No. 16/07... 46/19, "Official Gazette of Montenegro", No. 65/22, 140/22, 3/23) stipulates that VAT is paid at a rate of 0% on the delivery of products, i.e. services performed in accordance with the loan agreement i.e. a loan, concluded between Montenegro and an international financial organization, i.e. another country, as well as between a third party and an international financial organization, i.e. another country in which Montenegro appears as a guarantor, in the part financed with the obtained funds, if that contract stipulates that tax costs will not be paid from the received funds. Also, the Rulebook on the procedure for exempting investors from paying value added tax and the delivery of certain products and services ("Official Gazette of Montenegro", no. 17/15, 68/15, 80/22) prescribes the conditions, method and procedure for exercising the right on exemption from paying VAT, on the delivery of products and services performed in accordance with the loan agreement. Article 10 of the Rulebook stipulates that the decision on exemption from payment of VAT for the delivery of products and services made in accordance with the credit agreement, that is, the loan, is made by the Revenue and Customs Administration, based on the request of the user of funds. **Therefore, in accordance with the existing legal regulations, the Revenue and Customs Administration issues a decision determining the payment of VAT at the rate of 0% exclusively on funds secured by a loan from an international financial organization, that is, another state.**

**2/ Exemption from payment of VAT for projects financed from the funds of the European Union and on the basis of an international agreement, i.e. a donation agreement**

Exemption from payment of VAT for projects financed from the funds of the European Union and on the basis of an international agreement, i.e. a donation agreement, is carried out on the basis of a certificate of exemption from payment of VAT, issued by the state administration authority responsible for the implementation of the project. Article 25 paragraph 1 point 12 of the Law on Value Added Tax prescribes that VAT is paid at a rate of 0% on the delivery of products or services when an international agreement or a donation agreement stipulates that tax costs will not be paid from the received funds. Also, the provision of Article 13e of the Rulebook on the procedure for exempting investors from paying value added tax and the delivery of certain products and services stipulates that the importer, supplier of products, service provider, i.e. beneficiary of donations (international organization or legal/physical person, i.e. other form of economic activity activities) in order to exercise the right to exemption from paying VAT, when this is provided for in an international agreement, encloses a certificate from the state administration body responsible for the area for which the project is being implemented.

**3/ Payment of VAT for projects financed from the national funds**

Funds used from other sources of financing according to the existing legislation are not exempted from paying VAT.

**PROCEDURE FOR VAT EXEMPTION**

When submitting a request for exemption from paying VAT to TAX authority, it is needed to submit the documentation prescribed by Article 10 paragraph 3 of the Rulebook on the procedure for exempting investors from paying value added tax and the delivery of certain products and services, namely:

1. Credit or loan agreement concluded with the European Investment Bank (in the original or a copy certified by a notary, as well as a translation in the Montenegrin language by a permanent court interpreter - certified by a notary);

2. Confirmation by the state administration authority responsible for foreign affairs and European integration that the loan or credit agreement is being applied (in the original or a copy certified by a notary);

3. Contract on the delivery of products and services (in the original or a copy certified by a notary), as well as a translation in the Montenegrin language by a permanent court interpreter certified by a notary.

In addition to the above-mentioned documentation, it is necessary to submit the invoice of the product supplier or service provider, which serves as proof of the value of the delivered products or services, and for which amount VAT payment at the rate of 0% should be determined. This is due to the fact that the Revenue and Customs Administration issues a decision determining the payment of VAT at a rate of 0% only on the delivered products, i.e. the provided services resulting from the contractual relationship, and not on the total contracted amount, all in accordance with the provisions of Article 12 and 13 of the Rulebook on the procedure for exempting investors from paying value added tax and the delivery of certain products and services, and in connection with the provision of article 25 paragraph 1 point 12a of the Law on value added tax.

Since it is a complex way of financing (the sources of financing are: loans, grants and funds from the current and capital budgets), the Ministry of Education, Science and Innovation as the beneficiary of funds, must state exactly which sources of financing are used for delivered products/provided services. If different sources of financing (loan, grant and funds from the current and capital budget) are used for the payment according to the submitted pro-invoice of the product supplier or service provider, it is also necessary to indicate how much of the total amount provided for payment is determined from the loan funds, how much from the grant, and how much from the budget. In this regard, for the amount of funds used from the loan, it is necessary to submit a request for exemption from paying VAT to the Revenue and Customs Administration as the competent authority, for the amount of funds used from donations/grants, it is necessary to submit a request for the issuance of a certificate for exemption from the payment of VAT to the state administration body responsible for the implementation of the mentioned project (i.e. Ministry of Education, Science and Innovation ), while the payment of VAT at the rate of 21% should be determined for the funds used from the budget.

Bidder Information Form

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

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

RFB No.: *[insert number of RFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

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|  |
| --- |
| 1. Bidder’s Name *[insert Bidder’s legal name]* |
| 2. In case of JV, legal name of each member: *[insert legal name of each member in JV]* |
| 3. Bidder’s actual or intended country of registration: *[insert actual or intended country of registration]* |
| 4. Bidder’s year of registration: *[insert Bidder’s year of registration]* |
| 5. Bidder’s Address in country of registration: *[insert Bidder’s legal address in country of registration]* |
| 6. Bidder’s Authorized Representative Information  Name: *[insert Authorized Representative’s name]*  Address: *[insert Authorized Representative’s Address]*  Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]*  Email Address: *[insert Authorized Representative’s email address]* |
| 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4.  🞎 In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.  🞎 In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing:   * Legal and financial autonomy * Operation under commercial law * Establishing that the Bidder is not under the supervision of the Purchaser   8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]* |

Bidder’s JV Members Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture].*

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

RFB No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page \_\_\_\_\_\_\_\_ of\_ \_\_\_\_\_\_ pages

|  |
| --- |
| 1. Bidder’s Name: *[insert Bidder’s legal name]* |
| 2. Bidder ’s JV Member’s name: *[insert JV’s Member legal name]* |
| 3. Bidder’s JV Member’s country of registration: *[insert JV’s Member country of registration]* |
| 4. Bidder’s JV Member’s year of registration: *[insert JV’s Member year of registration]* |
| 5. Bidder’s JV Member’s legal address in country of registration: *[insert JV’s Member legal address in country of registration]* |
| 6. Bidder’s JV Member’s authorized representative information  Name: *[insert name of JV’s Member authorized representative]*  Address: *[insert address of JV’s Member authorized representative]*  Telephone/Fax numbers: *[insert telephone/fax numbers of JV’s Member authorized representative]*  Email Address: *[insert email address of JV’s Member authorized representative]* |
| 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*  🞎 Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.  🞎 In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6.  8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]* |

Financial Situation

**Form FIN**

**Historical Financial Performance**

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JVCA Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tender No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

To be completed by the Bidder and, if JVCA, by each partner

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Financial information** | **Historic information for previous \_\_\_\_\_\_ (\_\_) years**  **(Euro equivalent in 000s)** | | | | | | |
|  | **Year 2021** | **Year 2022** | **Year 2023** | **Avg.** | | **Avg. Ratio** | |
| **Information from Balance Sheet** | | | | | | | |
| **Total Assets (TA)** |  |  |  |  | |  | |
| **Total Liabilities (TL)** |  |  |  |  | |  | |
| **Net Worth (NW)** |  |  |  |  | |  | |
| **Current Assets (CA)** |  |  |  |  | |  | |
| **Current Liabilities (CL)** |  |  |  |  | |  | |
| **Information from Income Statement** | | | | | | | |
| **Total Revenue (TR)** |  |  |  |  |  | |
| **Profits Before Taxes (PBT)** |  |  |  |  |  | |

** Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:**

1. Must reflect the financial situation of the Bidder or partner to a JVCA, and not sister or parent companies
2. Historic financial statements must be audited by a certified accountant
3. Historic financial statements must be complete, including all notes to the financial statements
4. Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted

Form FIN

**Average Annual Business revenue**

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JVCA Partner Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tender No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

|  |  |  |
| --- | --- | --- |
| **Annual Business revenue data** | | |
| **Year** | **Amount and Currency** | **Euro equivalent** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| \*Average Annual Business revenue |  |  |

\*Average annual Business revenue calculated as total certified payments received for supply in progress or completed, divided by the number of years specified in Section III, Evaluation Criteria

Form CON

Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder’s Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Date: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*JV Member’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ICB No. and title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Page *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_*pages

|  |  |  |  |
| --- | --- | --- | --- |
| Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria | | | |
|  Contract non-performance did not occur since 1st January *[insert year]*   Contract(s) not performed since 1st January *[insert year]* | | | |
| **Year** | **Non- performed portion of contract** | **Contract Identification** | **Total Contract Amount (current value, Euro equivalent)** |
| *[insert year]* | *[insert amount and percentage]* | Contract Identification: *[indicate complete contract name/ number, and any other identification]*  Name of Contracting authority: *[insert full name]*  Address of Contracting authority: *[insert street/city/country]*  Reason(s) for nonperformance: *[indicate main reason(s)]* | *[insert amount]* |
| Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria | | | |
|  No pending litigation | | | |
|  Pending litigation | | | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Year of dispute** | | **Amount in dispute (currency)** | | **Contract Identification** | **Total Contract Amount, Euro Equivalent (exchange rate)** |
|  | |  | | Contract Identification: \_\_\_\_\_\_\_\_\_  Name of Contracting authority: \_\_\_\_\_\_\_\_\_\_\_\_  Address of Contracting authority: \_\_\_\_\_\_\_\_\_\_  Matter in dispute: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  Party who initiated the dispute: \_\_\_\_  Status of dispute: *\_\_\_\_\_\_\_\_\_\_\_* |  |
|  | |  | | Contract Identification:  Name of Contracting authority:  Address of Contracting authority:  Matter in dispute:  Party who initiated the dispute:  Status of dispute: |  |
| Litigation History in accordance with Section III, Evaluation and Qualification Criteria | | | | | |
|  No Litigation History   Litigation History | | | | | |
| **Year of award** | **Outcome as percentage of Net Worth** | | **Contract Identification** | | **Total Contract Amount, Euro Equivalent (exchange rate)** |
| *[insert year]* | *[insert percentage]* | | Contract Identification: [indicate complete contract name, number, and any other identification]  Name of Contracting authority: *[insert full name]*  Address of Contracting authority: *[insert street/city/country]*  Matter in dispute: *[indicate main issues in dispute]*  Party who initiated the dispute: *[indicate “Contracting authority” or “Contractor”]*  Reason(s) for Litigation and award decision *[indicate main reason(s)]* | | *[insert amount]* |

Form EXP

**Experience**

Bidder’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JVCA Partner’s Legal Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tender No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Page \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ pages

| **Similar Contract No. *[insert specific number]* of *[total number of contracts]* required** | **Information** | | |
| --- | --- | --- | --- |
| Contract Identification |  | | |
| Award date  Completion date |  | | |
| Role in Contract |  | | |
| Total Contract amount |  | | Euro |
| If a partner in a JVCA, specify participation in total contract amount | \_\_\_\_\_\_\_\_\_% | Euro \_\_\_\_\_\_ | |
| Purchaser’s Name: |  | | |
| Address:  Telephone/fax number:  E-mail: |  | | |

Documentary evidence: **Copies of signed contracts** (with the list of delivered items which includes quantity and prices), List of references and Confirmation Letters from the Buyer.

Wherever a Bidder is required to state a monetary amount, Bidders should indicate the Euro equivalent using exchange rate prevailing on the last day of the respective calendar year in which the amounts for that year is to be converted.

Price Schedule Forms

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

***To fill in the Price Schedule Forms shown below, please refer to the separate excel file under the heading: Section IV Price Schedules***

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Price Schedule 1:  **Goods Manufactured Outside the Purchaser’s Country, to be Imported** | | | | | | | | | | |
|  | | | | (Group C Bids, goods to be imported)  Currencies in accordance with ITB 15 | | | | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  RFB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | | | 9 |
| Line Item  N° | Description of Goods | Country of Origin | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price  CIP *Montenegro*  in accordance with ITB 14.8(b)(i) | CIP Price per line item  (Col. 5x6) | Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination specified in BDS | | | Total Price per Line item  (Col. 7+8) |
| *[insert number of the item]* | *[insert name of good]* | *[insert country of origin of the Good]* | *[insert quoted Delivery Date]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price CIP per unit]* | *[insert total CIP price per line item]* | *[insert the corresponding price per line item]* | | | *[insert total price of the line item]* |
|  |  |  |  |  |  |  |  | | |  |
|  |  |  |  |  |  |  |  | | |  |
|  | | | | | | | | Total Price |  | |
| Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]* | | | | | | | | | | |

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Price Schedule 2:  **Goods Manufactured Outside the Purchaser’s Country, already imported\*** | | | | | | | | | | | |
|  | | | (Group C Bids, Goods already imported)  Currencies in accordance with ITB 15 | | | | | | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  RFB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| Line Item  N° | Description of Goods | Country of Origin | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i) | Custom Duties and Import Taxes paid per unit in accordance with ITB 14.8(c)(ii) , [to be supported by documents] | Unit Price net of custom duties and import taxes, in accordance with ITB 14.8 (c) (iii)  (Col. 6 minus Col.7) | Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)  (Col. 5×8) | Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.8 (c)(v) | Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.8(c)(iv) | Total Price per line item  (Col. 9+10) |
| *[insert number of the item]* | *[insert name of Goods]* | *[insert country of origin of the Good]* | *[insert quoted Delivery Date]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price per unit]* | *[insert custom duties and taxes paid per unit]* | *[insert unit price net of custom duties and import taxes]* | *[ insert price per line item net of custom duties and import taxes]* | *[insert price per line item for inland transportation and other services required in the Purchaser’s Country]* | *[insert sales and other taxes payable per item if Contract is awarded]* | *[insert total price per line item]* |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | | | | | | | | | | Total Bid Price |  |
| Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]* | | | | | | | | | | | |

\* *[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the Bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

Price Schedule 3:

**Goods Manufactured in the Purchaser’s Country**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Purchaser’s Country  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | (Group A and B Bids)  Currencies in accordance with ITB 15 | | | | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  RFB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Line Item  N° | Description of Goods | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price EXW | Total EXW price per line item  (Col. 4×5) | Price per line item for inland transportation and other services required in the Purchaser’s Country to convey the Goods to their final destination | Cost of local labor, raw materials and components from with origin in the Purchaser’s Country  % of Col. 5 | Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(ii) | Total Price per line item  (Col. 6+7) |
| *[insert number of the item]* | *[insert name of Good]* | *[insert quoted Delivery Date]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert EXW unit price]* | *[insert total EXW price per line item]* | *[insert the corresponding price per line item]* | *[Insert cost of local labor, raw material and components from within the Purchase’s country as a % of the EXW price per line item]* | *[insert sales and other taxes payable per line item if Contract is awarded]* | *[insert total price per item]* |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  | | | | | | | | Total Price |  |
| Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]* | | | | | | | | | |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Price and Completion Schedule - Related Services | | | | | | | |
|  | | Currencies in accordance with ITB 15 | | | | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  RFB No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Alternative No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ | |
| 1 | 2 | | 3 | 4 | 5 | 6 | 7 |
| Service  N° | Description of Services (excludes inland transportation and other services required in the Purchaser’s Country to convey the goods to their final destination) | | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service  (Col. 5\*6 or estimate) |
| *[insert number of the Service ]* | *[insert name of Services]* | | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price per item]* | *[insert total price per item]* |
|  |  | |  |  |  |  |  |
|  |  | |  |  |  |  |  |
|  |  | |  |  |  |  |  |
|  |  | |  |  |  |  |  |
|  | | | | | Total Bid Price | |  |
| Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]* | | | | | | | |

Form of Bid Security

**(Bank Guarantee)**

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

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Purchaser to insert its name and address]*

**RFB No.:** *[Purchaser to insert reference number for the Request for Bids]*

**Alternative No***.: [Insert identification No if this is a Bid for an alternative]*

**Date:** *[Insert date of issue]*

**BID GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_\_ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under Request for Bids No. \_\_\_\_\_\_\_\_\_\_ \_ (“the RFB”).

Furthermore, we understand that, according to the Beneficiary’s conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_) upon receipt by us of the Beneficiary’s complying demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the Bidding process; or (ii)twenty-eight days after the end of the Bid Validity Period.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

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

*[Signature(s)]*

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***

Form of Bid Security

*[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]*

BOND NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety],* **authorized to transact business in** *[name of country of Purchaser],* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the sum of *[amount of Bond]*[[9]](#footnote-10) *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the \_\_\_ day of \_\_\_\_\_\_, 20\_\_, for the supply of *[name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

1. has withdrawn its Bid during the period of Bid validity set forth in the Principal’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Principal; or
2. having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Purchaser’s bidding document.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_.

Principal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Surety: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Corporate Seal (where appropriate)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
*(Signature) (Signature)  
(Printed name and title) (Printed name and title)*

Manufacturer’s Authorization

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

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

RFB No.: *[insert number of RFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

Title: *[insert title]*

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

Covenant of Integrity

Modification of the CoI text is not allowed

“We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged,

or will engage, in any Prohibited Conduct (as defined below) in connection with the bidding

process or in the execution or supply of any works, goods or services for [*specify the contract*

*or bid invitation*] (the “**Contract**”) and covenant to so inform you if any instance of any such Prohibited Conduct shall come to the attention of any person in our organisation having

responsibility for ensuring compliance with this Covenant.

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

We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, (i) is listed or

otherwise subject to EU/UN Sanctions and (ii) in connection with the execution or supply of any works, goods or services for the Contract, will act in contravention of EU/UN Sanctions. We covenant to so inform you if any instance shall come to the attention of any person in our

organisation having responsibility for ensuring compliance with this Covenant.

If (i) we have been, or any such director, employee, agent or joint venture partner, where this exists, acting as aforesaid has been, convicted in any court or sanctioned by any authority of any offence involving a Prohibited Conduct in connection with any bidding process or provision of works, goods or services during the five years immediately preceding the date of

this Covenant, or (ii) any such director, employee, agent or a representative of a joint venture

partner, where this exists, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Conduct, or (iii) we have been, or any of our directors, employees, agents or joint venture partners, where these exist, acting as aforesaid has been excluded or otherwise sanctioned by the EU Institutions or any major Multi-lateral Development Bank (including World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank) from participation in a bidding procedure on the grounds of Prohibited Conduct, we give details of that conviction, dismissal

or resignation, or exclusion below, together with details of the measures that we have taken, or shall take, to ensure that neither this company nor any of our directors, employees or agents commits any Prohibited Conduct in connection with the Contract [*give details if necessary*].

We acknowledge that if we are subject to an exclusion decision by the European Investment

Bank (EIB), we will not be eligible to be awarded a contract to be financed by the EIB.

We grant [indicate the name of the Project Promoter], the European Investment Bank and auditors appointed by either of them, as well as any authority or European Union institution or

body having competence under European Union law, the right to inspect and copy our books and records and those of all our sub-contractors under the Contract. We accept to preserve these books and records generally in accordance with applicable law but in any case for at least six years from the date of bid submission and in the event we are awarded the Contract, at least six years from the date of substantial performance of the Contract.

For the purpose of this Covenant, Prohibited Conduct has the meaning provided in the EIB’s Anti-Fraud Policy[[10]](#footnote-11).

Name In the capacity of

Signed

Duly authorised to sign the contract for and on behalf of

Date

Environmental and Social Covenant

Modification of the ESC text is not allowed

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

international conventions and multilateral agreements on environment applicable in the country of implementation of the contract.

*Labour standards*. We further commit to the principles of the eight Core ILO standards[[11]](#footnote-12) pertaining to: child labour, forced labour, non-discrimination and freedom of association and

the right to collective bargaining. We will (i) pay rates of wages and benefits and observe conditions of work (including hours of work and days of rest) which are not lower than those

established for the trade or industry where the work is carried out; and (ii) keep complete and

accurate records of employment of workers at the site.

*Workers relations.* We therefore commit to developing and implementing a Human Resources

Policy and Procedures applicable to all workers employed for the project in line with Standard 8 of the EIB’s Environmental and Social Handbook[[12]](#footnote-13). We will regularly monitor and report on its application to Ministry of Education,Science and Innovation as well as on any corrective measures periodically deemed necessary.

*Occupational and Public Health, Safety and Security.* We commit to (i) complying with all applicable health and safety at work laws in the country of implementation of the contract; (ii)

developing and implementing the necessary health and safety management plans and systems, in accordance with the measures defined in the Project’s Environmental and Social Management Plan (ESMP) and the ILO Guidelines on occupational safety and management systems[[13]](#footnote-14); (iii) providing workers employed for the project access to adequate, safe and hygienic facilities as well as living quarters in line with the provisions of Standard 9 of the EIB’s Environmental and Social Handbook for workers living on-site; and (iv) using security

management arrangements that are consistent with international human rights standards and

principles, if such arrangements are required for the project.

*Protection of the Environment.* We commit to taking all reasonable steps to protect the environment on and off the site and to limit the nuisance to people and property resulting from

pollution, noise, traffic and other outcomes of the operations. To this end, emissions, surface discharges and effluent from our activities will comply with the limits, specifications or stipulations as defined in *[insert name of the relevant document][[14]](#footnote-15)* and the international and national legislation and regulations applicable in the country of implementation of the contract.

*Environmental and social performance.* We commit to (i) submitting [*insert periodicity as indicated in the bid documents if applicable*] environmental and social monitoring reports to Ministry of Education,Science and Innovation ; and (ii) complying with the measures assigned to us as set forth in the environmental permits [*insert name of the relevant document if applicable*][[15]](#footnote-16) and any corrective or preventative actions set forth in the annual environmental and social monitoring report. To this end, we will develop and implement an Environmental and Social Management System commensurate to the size and complexity of the Contract and provide Ministry of Education,Science and Innovation with the details of the (i) plans and procedures, (ii) roles and responsibilities and (iii) relevant monitoring and review reports.

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

Environmental and social staff. We shall facilitate the contracting authority’s ongoing monitoring and supervision of our compliance with the environmental and social obligations described above. For this purpose, we shall appoint and maintain in office until the completion

of the contract an Environmental and Social Management Team (scaled to the size and complexity of the Contract) that shall be reasonably satisfactory to the Contracting Authority and to whom the Contracting Authority shall have full and immediate access, having the duty and the necessary powers to ensure compliance with this Environmental and Social Covenant.

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

Name In the capacity of

Signed

Duly authorised to sign the contract for and on behalf of

Date

Authority to Seek Information

The Purcshaser and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this bid and to seek clarification from our bankers and clients regarding any financial and technical aspects.

This letter will serve as authorization to any individual or authorized representative of any institution referred to in the supporting information to provide such information deemed necessary and requested by Purcshaser to verify statements and information provided in this application or with regard to the resources, experience and competence of the Bidder.

Name In the capacity of

Signed

Duly authorised to sign the contract for and on behalf of

Date

Section V - Eligible Countries

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

In reference to ITB 4.8 and ITB 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.7 and ITB 5.1: *None*

Under ITB 4.7 and ITB 5.1: *None*

**"Firms originating from all countries of the world are eligible to bid for works, goods and services contracts."** **GtP (Article 1.2 ).**

<https://www.eib.org/en/publications/guide-to-procurement>

**Section VI - EIB’s Anti-Fraud Policy**

Sections given below are integral part of the Guide to Procurement for projects financed by the EIB, dated September 2018. Link: <https://www.eib.org/en/publications/guide-to-procurement>

1.4. Ethical Conduct

It is the Bank’s policy to require that promoters, as well as bidders, contractors, suppliers and consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. The Bank reserves the right to take all appropriate action in order to enforce this policy.

Moreover, the Bank is committed to ensuring that its loans are used for the purposes intended and its operations are free from Prohibited Conduct (including but not limited to, fraud, corruption, collusion, coercion, obstruction, money laundering and terrorist financing[[16]](#footnote-17)).

In pursuance of this policy as set out in EIB’s Anti-Fraud Policy, if it is established to the required standards[[17]](#footnote-18) that a project-related party[[18]](#footnote-19) has engaged in Prohibited Conduct in the course of a procurement process or implementation of a contract (to be) financed, the Bank:

a) May seek appropriate remediation of the Prohibited Conduct to its satisfaction;

b) May declare ineligible such project-related party to be awarded the contract; and/or

c) May withhold the Bank’s no objection to contract award[[19]](#footnote-20) and may apply appropriate contractual remedies, which may include suspension and cancellation, unless the Prohibited Conduct has been dealt with to the satisfaction of the Bank.

Furthermore, within the framework of its Exclusion Policy, the Bank may declare such project related party ineligible to be awarded a contract under any EIB project or to enter into any relationship with the Bank.

3.6. Prohibited Conduct - Covenant of Integrity

As noted in section 1.4, the Bank is committed to ensuring that its loans are used for the purposes intended and its operations are free from prohibited conduct (including but not limited to, fraud, corruption, collusion, coercion, obstruction and money laundering and terrorist financing). In particular, in countries outside the EU, the Bank will, as a general rule:

• Require any bidder for works, goods or services, as a condition of admission to eligibility, to execute and attach to its bida Covenant of Integrity in the form indicated in Section IV - Bidding Forms

; and

• Require bidder to grants the promoter, the Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right to inspect and copy the books and records of the tenderer, contractor, supplier or consultant in connection with any Bank-financed contract.

The Bank reserves the right not to finance any contract in which bidders/contractors have not issued to the promoter the Covenant of Integrity signed by a duly authorised person.

For contracts awarded prior to the Bank’s involvement in the project, the promoters are encouraged to include the Covenant of Integrity. The requirement for a Covenant of Integrity may be waived for those private sector promoters who can satisfy the EIB that they have implemented anti-fraud standards at least equivalent to the Bank’s policy.

**Appendix 1 (Ref: ITB 46.1)**

**Appeal procedure**

The appeal procedure, or the rights protection process, in this project is a two-step process. The appeal process within this project is a set of activities undertaken to protect the rights of participants of all procurement procedures in this project that use financing from the EIB.

Review procedures for remedies are available to any person or entity having or having had an interest in obtaining the contract and (at risk of) being harmed by an alleged infringement from applicable procurement rules.

A Tenderer is any person who participated in the public procurement procedure by submitting a bid or an application in the first phase of a restricted procedure and who, with a bid, submitted a guarantee for the seriousness of the bid within the same.

Where an appeal may be initiated for a procurement procedure other than national rules, but not limited to International Open competition, the language shall be one of the EU languages. Therefore, decisions of the appellate body need to be officially translated into the EU language used in the tender, for instances into English if that’s the language of the tender.

An appeal may be filed at all stages of the procurement procedure. For example and this list is not exhaustive, during the preparatory phase, which includes the bid preparation stage, the bid opening session, following contract award decision or following contract cancellation decision.

Procurement documentation and conditions of contract (evaluation criteria, evaluation process, rules for clarification and changes of tender documentation) used for the procurements will be internationally-recognized such as those prepared by Multilateral Development Banks or FIDIC (Fédération Internationale des Ingénieurs-Conseils) that are listed in the GtP.

In addition to these, complaints may also be filed against possible violations of the personal rights of the interested person/ tenderer, including:

* Application of the criteria for the selection of tenderers;
* Evaluation and analysis of the offer;
* Assessment of compliance of the offer with respect to market specifications;
* Application of other regulations of importance (tax regulation, construction regulations etc.)

**Appeal**

An appeal shall be submitted to the contracting authority in writing in three copies.

An appeal shall be submitted in the manner specified by the Tender Documentation, which can include a submission by hand, courier delivery or by electronic means to the archives of the contracting authority, or any other way providing delivery demonstrates the date of submission thereof.

Where submission is by letter, participants may choose to submit an appeal: either by post or by express courier service, in which case the evidence of sending (within the deadline specified in the procurement documents) shall be constituted by the postmark or the date of the deposit slip. If it is sent by regular postal services, the maximum delivery time must not be longer than three days.

An appeal shall include the allegation of irregularities in the procurement process, facts supporting the allegations and evidence of the offense committed, as well as a proposal for a resolution of the Appeal.

An integral part of the appeal is the proof of payment of the fee for conducting the procedure, which amounts to up to 2% of the estimated value of the procurement, the percentage of which is contained in the tender documentation. The maximum fee is EUR 20,000. In case of confirmation of the appeal.

When filing an appeal, the appellant must submit with the appeal proof of payment of funds to an account that will be opened by the Ministry of Finance specifically for this purpose, and which will be under the control of the Appellate Body.

In the event that the allegations are well-founded and the contracting authority accepts the appeal, the contracting authority notifies the Appellate Body by formal letter that the appeal has been filed, that it has been accepted and that it is necessary to reimburse the appellant. Also, if the contracting authority maintains that the appeal is unfounded and forwards it to the decision of the Appellate Body, and the Appellate Body accepts the appeal, the funds are refunded to the appellant. The Appellate Body is obliged to make a refund within 15 ordinary days from the date of publication of the decision on the appeal.

An appeal can be submitted during the next phases of the public procurement process:

* In the case of the restricted procurement procedures:
  + An appeal against the tender documents may be submitted after issuing of the tender documents on a second phase procedure or after publication of the Requests for an Expression of Interest (REOI), up to 5 business days before the deadline for submission of Expressions of Interest/proposals/bids.
  + An appeal against decisions and/or the decision-making process may be submitted after the announcement of the pre-qualification candidates and after the technical evaluation and/or the contract award notification (as applicable in case of the use of a two envelope tender evaluation) of the selected tenderer, during the standstill period, which may not exceed 10 ordinary days from the date of the receipt of the notification/decision on the contract award.
* In the case of an open public procurement procedure:
  + An appeal against the tender documents may be submitted from the date of publication of the tender dossier to no later than 5 business days before the deadline for the submission of tenders.
  + An appeal against the decisions and/or the decision-making process may be submitted after the technical evaluation and the contract award notification (as applicable in case of the use of a two envelope tender evaluation) of the selection of the tenderer, during the standstill period, which may not exceed 10 days from the date of the receipt of the notification/decision on the contract award.
* In the case of the national procurement procedures:
  + An appeal against the tender documents may be submitted after the issuing of the tender documents on a second phase procedure or after publication of the Requests for an Expression of Interest (REOI), up to 10 business days before the deadline for submission of Expressions of Interest/proposals/bids;
  + An appeal against decisions and/or the decision-making process may be submitted after the announcement of the pre-qualification candidates and after the contract award notification of the selected Tenderer and during the standstill period, which may not exceed 10 calendar days from the date of the receipt of the notification/decision on the contract award.

An appeal shall be submitted to the Contracting Authority within the above deadlines, so that the appeal may be considered.

The contracting authority is also the first level of review. The contracting authority may only accept an appeal and, if the appeals are correct, modify the Tender Documents, modify the decision on selection/annulment of the procedure or annul the procedure in its entirety. In the case that the initial decision changes due to the appeal, a new standstill period begins. It is the responsibility of the contracting authority to initiate proceedings with the Appellate Body and, where applicable, to request refund of the fee paid in the event that the Appellate Body accepts the appeal. If the contracting authority assesses the appeal as unfounded, it shall submit its supporting documentation to the Appellate Body, formed for this project, for review and decision by the Appellate Body within no more than 8 business days from the date of receipt of the appeal.

*Conditional effect of the appeal: In the event that the appeal is forwarded to the Appellate Body, it will have ex-lege conditional effect until the final decision of the Appellate Body. Filing an appeal with the Appellate Body suspends any further activities in the present proceedings, pending the decision of the Appellate Body, no matter what stage the procurement procedure is at.*

**Decisions of the Appellate Body**

The Appellate Body shall decide on the appeal only within the content of the appeal. Respecting the limited content of the appeal, the Appellate Body also decides on possible violations of the procedure that may have a decisive impact on the outcome of the procedure and the award of the contract, as well as on the violation of the basic principles of public procurement. In its decision, the Appellate Body shall give reasons for its decision and give the contracting authority instructions for correcting any irregularities.

The Appellate Body may:

**Deny the appeal**, if it has been incomplete, if not submitted in time, if it is not submitted by an Interested Party, or tenderer, if it is not submitted by an authorized person, if it is not submitted with a proof of payment of the fee, and if it has not been founded on facts, i.e. if the allegations do not prove a violation of the rules of the procedure, a violation of the EIB’s GtP rules, a violation of the principles of public procurement, and/or non-compliance with other positive legislation.

**Adopt the appeal** in whole or in part and, through its decision, order the amendment of the qualification/ selection decision and/or modification of the Tender documentation. Within its decision, the Appellate Body will point out to the contracting authority the irregularities identified, eliminating them through the continuation of the procedure or through a new procedure.

The decisions of the Appellate Body are binding to all parties in the proceedings and the issues discussed by the Appeal cannot be part of a new appeal in the same proceedings.

Any contract signed contrary to the decision of the Appellate Body shall be null and void. A standstill period shall also be adopted after the Appellate Body has communicated it decision to the complainant.

The complainant has the ability to challenge the decision of the Appellate Body at an Administrative Court of Podgorica within 8 business days from the date of receipt of the Appellate Body’s decision. This complaint procedure does not postpone the continuation of the procurement procedure.

**Composition, organization and decision-making process of the Appellate body**

The Appellate Body is composed of a President and two members, appointed by the Government and accountable to the Government for its work. Representatives of the contracting authorities on the project, as well as persons who may be presumed to have a direct interest, as well as any other type of conflict of interest defined by the EIB’s GtP, during the project’s implementation, may not be appointed to the Appellate Body.

Members of the Appellate Body are appointed as individuals based on their prior experience in international and domestic procurement procedures.

The President represents the Appellate Body, schedules and conducts its sessions, and communicates with the contracting authorities and the appellant(s).

Members of the Appellate Body actively participate in the decision-making process and participate in the sessions of the Appellate body.

In addition to the President and Members of the Appellate Body, a secretary of the Appellate Body is appointed who is not entitled to vote and who cannot be from the representatives of the contracting authorities for the concerned project, nor be a person(s) who might have a direct interest in the implementation of the concerned project.

The official working language of this body is Montenegrin, while the decisions and content of this body shall also be provided in the language of the Tender, notably in case of International Open procurement competition, where the language shall be a language of the EU.

The Appellate Body works in such a way that all members are separately acquainted with the subject of the appeal and other relevant information regarding the proceedings, so that the decision is made at the session from which the transcript of minutes is made and by voting.

The Appellate Body may request additional statements from the appellant, contracting authorities as well as third parties in the proceedings and may organize individual or joint meetings with them to form an opinion on the appeal.

In the course of its work, if the subject matter of the appeal is of a specific technical content, the Appellate Body may seek professional technical support from individuals or organizations having specific knowledge in a given field, provided that they have no interest in the subject matter. The Appellate Body may also request additional expertise from national and/or international independent bodies in the area concerned.

Immediately upon receipt of the appeal, the secretary of the Appellate Body shall notify the President of its receipt. The President convenes the first session of the Appellate Body within 3 business days. In the absence of the President, the meeting shall be convened by a Member authorized by the President. At the first session, the Members are introduced to the appeal and taken up for consideration. The Appellate Body shall make its decision within 15 business days of the date of the first session at a special session, except in cases where further expert witnesses and meetings are required, when the time limit may be extended by another 10 business days. The President and the secretary make a decision, confirmed by the Members of the Appellate Body, who all transmit to the complainant and the contracting authority within 3 business days its confirmation, with required translation into the Tender language as necessary.

The minutes of all sessions of the Appellate Body shall be kept by the secretary of the Appellate Body for review at its request.

***(Sample of procurement-related appeal)***

*Appellants may use the following sample letter when making a procurement-related*

*appeal. However, complainants must modify the content to reflect the particular*

*circumstances of their appeal.*

*Text in red font is to assist the appellant in completing the letter. This should be*

*deleted prior to submitting the appeal.*

*Appellant’s letterhead which includes business name, business address (postal address) and street address (if different from the postal address)*

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

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

**Promoter**: [insert name of Promoter]

**Email address**: [insert email address]

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

Dear [*name of Bidder representative*]

Procurement-related Appeal

Procurement project: [*insert the name of the procurement project*] Project reference: [*insert project reference number*]

Promoter: [*insert the name of the Borrower’s entity undertaking the procurement*]

On behalf of, [*insert the name of the appeal*] we are writing to complain about the above noted procurement process.

Current stage of procurement

The procurement process is currently [*describe the stage the procurement process has reached*].

Interest in making this appeal

The appelant is an interested party in the procurement process. The complainant is (CHOOSE THE APPROPRIATE OPTION: OPTION ONE) [a potential participant in this procurement opportunity and is interested in *[making an application to prequalify/be initially selected* or [*submitting a Bid.*]] OR OPTION TWO [an actual participant in this procurement opportunity and has submitted *[an application to prequalify/be initially selected*] or [*a Bid*] on [*insert date.*]]

Previous communication

(Describe any previous communication you have had with the Promoter in relation to the subject matter of this Appeal. Identify who you dealt with. Attach copies of any emails or letters or documents. If there has been no previous correspondence state) [*There has been no previous correspondence in relation to this Appeal.*]

Nature of appeal

This Appeal seeks to challenge the (Describe the nature of the Appeal. It must fall into one of the following categories.) [*Promoter’s Procurement Documents. / Promoter’s decision to exclude the complainant from a procurement process prior to contract award / Promoter’s decision to award the contract.*]

The relevant facts and circumstances leading to this Appeal are (Describe, in chronological order, the facts and circumstances leading to the Appeal.)

The adverse impact that has resulted is (Describe the nature of the adverse impact that has resulted.)

Grounds for challenge

The grounds for making this Appeal are (Identify the violation and inconsistency and the relevant section, paragraph or appendix of the Procurement Document, and/or Procurement Regulation that is allegedly been violated or there is inconsistency with )

Documents

In support of this Appeal we attach the following documents:

* 1. [*name the document, its date (if dated) and attach it to this letter*]
  2. [*name the document and attach it to this letter]*

(*If you have no documents that you wish to attach then state)* [*There are no documents in support of this Appeal.*]

Other information

Other relevant information about this complain is as follows: (*Describe any other information that is felt to be relevant to this Appeal*).

We look forward to receiving confirmation of receipt of this Appeal and your full response in due course.

Yours faithfully

[Bidder’s Authorized Representative details] Name: *[insert full name] Position: [insert]*

Address: *[insert Authorized Representative’s Address]*

Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]*

Email Address: *[insert Authorized Representative’s email address]*

PART 2 – Supply Requirements

|  |
| --- |
| Section VII - Schedule of Requirements |

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|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. List of Goods and Delivery Schedule  Due to large number of delivery locations the bidder shall provide additional information related to transport and assembling in terms of the way of organization and implementation.. In a case of subcontracting please provide Letter of intent signed by the subcontractor (i.e. assembling and/or transport services etc). | | | | | | | | |
| **Line Item**  **N°** | | **Description of Goods** | **Quantity** | **Physical unit** | **Final Destination (Project Site) as specified in BDS** | **Delivery (as per Incoterms) Date** | | |
| **Earliest Delivery Date** | **Latest Delivery + Installation Date** | **Tenderer’s offered Delivery+Installation date [*to be provided by the Tenderer*]** |
| *1* | | *(to be inserted by the bidder)* | *(to be inserted by the bidder)* | *pcs* | *In accordance with the List of goods and delivery addresses* | *6 weeks* | *20 weeks* | *[insert the number of days following the date of signing of the Contract]* |
| *2* | | *(to be inserted by the bidder)* | *(to be inserted by the bidder)* | *pcs* | *In accordance with the List of goods and delivery addresses* | *6 weeks* | *20 weeks* | *[insert the number of days following the date of signing of the Contract]* |
| *3* | | *(to be inserted by the bidder)* | *(to be inserted by the bidder)* | *pcs* | *In accordance with the List of goods and delivery addresses* | *6 weeks* | *20 weeks* | *[insert the number of days following the date of signing of the Contract]* |
| *4* | | *(to be inserted by the bidder)* | *(to be inserted by the bidder)* | *pcs* | *In accordance with the List of goods and delivery addresses* | *6 weeks* | *20 weeks* | *[insert the number of days following the date of signing of the Contract]* |
| *5* | | *(to be inserted by the bidder)* | *(to be inserted by the bidder)* | *pcs* | *In accordance with the List of goods and delivery addresses* | *6 weeks* | *20 weeks* | *[insert the number of days following the date of signing of the Contract]* |
| *6* | | *(to be inserted by the bidder)* | *(to be inserted by the bidder)* | *pcs* | *In accordance with the List of goods and delivery addresses* | *6 weeks* | *20 weeks* | *[insert the number of days following the date of signing of the Contract]* |
| *7* | | *(to be inserted by the bidder)* | *(to be inserted by the bidder)* | *pcs* | *In accordance with the List of goods and delivery addresses* | *6 weeks* | *20 weeks* | *[insert the number of days following the date of signing of the Contract]* |
| *8* | | *(to be inserted by the bidder)* | *(to be inserted by the bidder)* | *pcs* | *In accordance with the List of goods and delivery addresses* | *6 weeks* | *20 weeks* | *[insert the number of days following the date of signing of the Contract]* |
| *9* | | *(to be inserted by the bidder)* | *(to be inserted by the bidder)* | *pcs* | *In accordance with the List of goods and delivery addresses* | *6 weeks* | *20 weeks* | *[insert the number of days following the date of signing of the Contract]* |

*List of goods including quantities and delivery addresses*

In order to obtain the exact location of the school or kindergarten, you can use the website: <https://www.skolskamreza.edu.me/> where all educational institutions in Montenegro are presented.

Below is given list of delivery locations.

**Regional division for furniture delivery as per needs of educational-pedagogical institutions**

In order to get clearer perception about equipment/ furniture delivery to educational-pedagogical institutions, division according to region has been made.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Type of Institution** | **Region** | **Number of delivery locations locations** | **Locations** |
| 1.1 | **Primary schools** | Northern region | 138 | Andrijevica 13, Berane 20, Bijelo Polje 31, Gusinje 4, Kolašin2, Mojkovac2, Plužine1, Pljevlja 28, Plav 4, Petnjica 9, Rozaje 16, Šavnik 7, Žabljak1 |
| 1.2 | Southern region | 36 | Bar 13, Budva 2, Heceg Novi 6, Kotor 7,  Tivat 2, Ulcinj 6 |
| 1.3 | Central region | 70 | Podgorica28, Cetinje4, Danilovgrad6, Tuzi7, Zeta1, Nikšić24 |
|  |  | Total Primary schools: | 244 |  |
| 2.1 | **Secondary schools** | Northern region | 16 | Berane 3, Bijelo Polje 3, Žabljak 1, Kolašin 1, Mojkovac 1, Petnjica 1, Plav 1, Pljevlja 2, Andrijevica 1, Rožaje 2 |
| 2.2 | Southern region | 12 | Bar 3, Budva 1, Kotor 3, Tivat 3, Ulcinj 1 ,Herceg Novi 1 |
| 2.3 | Central region | 19 | Podgorica10, Tuzi1, Cetinje3, Danilovgrad1, Nikšić4 |
|  |  | Total secondary schools: | 47 |  |
| 3.1 | **Kindergartens** | Northern region | 21 | Šavnik 1, Plužine 2, Rožaje 1, Pljevlja 4, Plav 3, Kolašin 1, Mojkovac 1, Bijelo Polje 6, Berane 1,  Andrijevica 1 |
| 3.2 | Southern region | 29 | Bar 11, Budva 5, Herceg Novi 5, Tivat 3, Ulcinj 5 |
| 3.2 | Central region | 56 | Podgorica 29, Cetinje 2, Danilovgrad 8, Nikšić 17 |
|  |  | Total Kindergardens | 106 |  |
|  | **Total sum for each location (institution)** | | **397** |  |

**PRIMARY SCHOOLS FURNITURE**

- Quantites by town –

***NORTHERN REGION***

|  |  |  |
| --- | --- | --- |
| ANDRIJEVICA *(13 facilities)* | | |
|  | Namještaj/ Furniture | Broj komada/quantity |
| 1. | Stolice za I razred/ Chairs for 1st grade | 19 |
| 2. | Stolovi za I razred/ Desks for 1st grade | 8 |
| 3. | Stolice za ostale učionice/ Chairs for other classrooms | 181 |
| 4. | Klupe za ostale učionice/ Desks for other classrooms | 91 |
| 5. | Stolice za katedru/ Teachers' chairs | 30 |
| 6. | Katedre/ Teachers' desks | 30 |
| 7. | Zelene table/ Green school boards | 31 |
| 8. | Bijele table/ White school boards | 9 |
| 9. | Ormari za učionice/ Classrooms wardrobe | 29 |
| 10. | Stolice za zbornicu/ Chairs for teachers' lounge | 19 |
| 11. | Stolovi za zbornicu/ Desks for teachers' lounge | 9 |
| 12. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 11 |
| 13. | Garderobne stijene/ Clothing racks | 15 |
| 14. | Oglasne table/ Bulletin boards | 7 |
| 15. | Kompjuterski stolovi/ Computer desks | 12 |



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| --- | --- | --- |
| BERANE *(20 facilities)* | | |
|  | Namještaj/ Furniture | Broj komada/quantity |
| 1. | Stolice za I razred/ Chairs for 1st grade | 91 |
| 2. | Stolovi za I razred/ Desks for 1st grade | 34 |
| 3. | Stolice za ostale učionice/ Chairs for other classrooms | 454 |
| 4. | Klupe za ostale učionice/ Desks for other classrooms | 188 |
| 5. | Stolice za katedru/ Teachers' chairs | 79 |
| 6. | Katedre/ Teachers' desks | 70 |
| 7. | Zelene table/ Green school boards | 48 |
| 8. | Bijele table/ White school boards | 53 |
| 9. | Ormari za učionice/ Classrooms wardrobe | 62 |
| 10. | Stolice za zbornicu/ Chairs for teachers' lounge | 85 |
| 11. | Stolovi za zbornicu/ Desks for teachers' lounge | 21 |
| 12. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 27 |
| 13. | Garderobne stijene/ Clothing racks | 27 |
| 14. | Oglasne table/ Bulletin boards | 21 |
| 15. | Kompjuterski stolovi/ Computer desks | 20 |



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| --- | --- | --- |
| BIJELO POLJE *(31 facilities)* | | |
|  | Namještaj/ Furniture | Broj komada/quantity |
| 1. | Stolice za I razred/ Chairs for 1st grade | 148 |
| 2. | Stolovi za I razred/ Desks for 1st grade | 185 |
| 3. | Stolice za ostale učionice/ Chairs for other classrooms | 1186 |
| 4. | Klupe za ostale učionice/ Desks for other classrooms | 1050 |
| 5. | Stolice za katedru/ Teachers' chairs | 101 |
| 6. | Katedre/ Teachers' desks | 86 |
| 7. | Zelene table/ Green school boards | 79 |
| 8. | Bijele table/ White school boards | 79 |
| 9. | Ormari za učionice/ Classrooms wardrobe | 150 |
| 10. | Stolice za zbornicu/ Chairs for teachers' lounge | 148 |
| 11. | Stolovi za zbornicu/ Desks for teachers' lounge | 36 |
| 12. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 55 |
| 13. | Garderobne stijene/ Clothing racks | 46 |
| 14. | Oglasne table/ Bulletin boards | 32 |
| 15. | Kompjuterski stolovi/ Computer desks | 36 |



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| --- | --- | --- |
| GUSINJE *(4 facilities)* | | |
|  | Namještaj/ Furniture | Broj komada/ quantity |
| 1. | Stolice za I razred/ Chairs for 1st grade | 65 |
| 2. | Stolovi za I razred/ Desks for 1st grade | 45 |
| 3. | Stolice za ostale učionice/ Chairs for other classrooms | 140 |
| 4. | Klupe za ostale učionice/ Desks for other classrooms | 80 |
| 5. | Stolice za katedru/ Teachers' chairs | 36 |
| 6. | Katedre/ Teachers' desks | 36 |
| 7. | Zelene table/ Green school boards | 11 |
| 8. | Bijele table/ White school boards | 11 |
| 9. | Ormari za učionice/ Classrooms wardrobe | 26 |
| 10. | Stolice za zbornicu/ Chairs for teachers' lounge | 75 |
| 11. | Stolovi za zbornicu/ Desks for teachers' lounge | 9 |
| 12. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 13 |
| 13. | Garderobne stijene/ Clothing racks | 8 |
| 14. | Oglasne table/ Bulletin boards | 7 |
| 15. | Kompjuterski stolovi/ Computer desks | 9 |



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| --- | --- | --- |
| KOLAŠIN *(2 facilities)* | | |
|  | Namještaj/ Furniture | Broj komada/quantity |
| 1. | Stolice za I razred/ Chairs for 1st grade | 2 |
| 2. | Stolovi za I razred/ Desks for 1st grade | 1 |
| 3. | Stolice za ostale učionice/ Chairs for other classrooms | 27 |
| 4. | Klupe za ostale učionice/ Desks for other classrooms | 12 |
| 5. | Stolice za katedru/ Teachers' chairs | 4 |
| 6. | Katedre/ Teachers' desks | 4 |
| 7. | Zelene table/ Green school boards | 6 |
| 8. | Bijele table/ White school boards | 9 |
| 9. | Ormari za učionice/ Classrooms wardrobe | 6 |
| 10. | Stolice za zbornicu/ Chairs for teachers' lounge | 3 |
| 11. | Stolovi za zbornicu/ Desks for teachers' lounge | 2 |
| 12. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 2 |
| 13. | Garderobne stijene/ Clothing racks | 2 |
| 14. | Oglasne table/ Bulletin boards | 3 |
| 15. | Kompjuterski stolovi/ Computer desks | 4 |



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| --- | --- | --- |
| MOJKOVAC *(2 facilities)* | | |
|  | Namještaj/ Furniture | Broj komada/quantity |
| 1. | Stolice za I razred/ Chairs for 1st grade | 77 |
| 2. | Stolovi za I razred/ Desks for 1st grade | 47 |
| 3. | Stolice za ostale učionice/ Chairs for other classrooms | 300 |
| 4. | Klupe za ostale učionice/ Desks for other classrooms | 150 |
| 5. | Stolice za katedru/ Teachers' chairs | 18 |
| 6. | Katedre/ Teachers' desks | 16 |
| 7. | Zelene table/ Green school boards | 15 |
| 8. | Bijele table/ White school boards | 18 |
| 9. | Ormari za učionice/ Classrooms wardrobe | 18 |
| 10. | Stolice za zbornicu/ Chairs for teachers' lounge | 20 |
| 11. | Stolovi za zbornicu/ Desks for teachers' lounge | 5 |
| 12. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 6 |
| 13. | Garderobne stijene/ Clothing racks | 20 |
| 14. | Oglasne table/ Bulletin boards | 7 |
| 15. | Kompjuterski stolovi/ Computer desks | 7 |



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| --- | --- | --- |
| PETNJICA *(9 facilities)* | | |
|  | Namještaj/ Furniture | Broj komada/quantity |
| 1. | Stolice za I razred/ Chairs for 1st grade | 16 |
| 2. | Stolovi za I razred/ Desks for 1st grade | 6 |
| 3. | Stolice za ostale učionice/ Chairs for other classrooms | 100 |
| 4. | Klupe za ostale učionice/ Desks for other classrooms | 38 |
| 5. | Stolice za katedru/ Teachers' chairs | 40 |
| 6. | Katedre/ Teachers' desks | 33 |
| 7. | Zelene table/ Green school boards | 23 |
| 8. | Bijele table/ White school boards | 32 |
| 9. | Ormari za učionice/ Classrooms wardrobe | 44 |
| 10. | Stolice za zbornicu/ Chairs for teachers' lounge | 34 |
| 11. | Stolovi za zbornicu/ Desks for teachers' lounge | 4 |
| 12. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 10 |
| 13. | Garderobne stijene/ Clothing racks | 24 |
| 14. | Oglasne table/ Bulletin boards | 8 |
| 15. | Kompjuterski stolovi/ Computer desks | 8 |



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| --- | --- | --- |
| PLUŽINE *(1 facility)* | | |
|  | Namještaj/ Furniture | Broj komada/quantity |
| 1. | Stolice za I razred/ Chairs for 1st grade | 0 |
| 2. | Stolovi za I razred/ Desks for 1st grade | 0 |
| 3. | Stolice za ostale učionice/ Chairs for other classrooms | 40 |
| 4. | Klupe za ostale učionice/ Desks for other classrooms | 20 |
| 5. | Stolice za katedru/ Teachers' chairs | 5 |
| 6. | Katedre/ Teachers' desks | 3 |
| 7. | Zelene table/ Green school boards | 5 |
| 8. | Bijele table/ White school boards | 8 |
| 9. | Ormari za učionice/ Classrooms wardrobe | 10 |
| 10. | Stolice za zbornicu/ Chairs for teachers' lounge | 0 |
| 11. | Stolovi za zbornicu/ Desks for teachers' lounge | 0 |
| 12. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 0 |
| 13. | Garderobne stijene/ Clothing racks | 1 |
| 14. | Oglasne table/ Bulletin boards | 0 |
| 15. | Kompjuterski stolovi/ Computer desks | 0 |



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| --- | --- | --- |
| PLAV *(4 facilities)* | | |
|  | Namještaj/ Furniture | Broj komada/quantity |
| 1. | Stolice za I razred/ Chairs for 1st grade | 50 |
| 2. | Stolovi za I razred/ Desks for 1st grade | 13 |
| 3. | Stolice za ostale učionice/ Chairs for other classrooms | 150 |
| 4. | Klupe za ostale učionice/ Desks for other classrooms | 50 |
| 5. | Stolice za katedru/ Teachers' chairs | 32 |
| 6. | Katedre/ Teachers' desks | 22 |
| 7. | Zelene table/ Green school boards | 14 |
| 8. | Bijele table/ White school boards | 0 |
| 9. | Ormari za učionice/ Classrooms wardrobe | 18 |
| 10. | Stolice za zbornicu/ Chairs for teachers' lounge | 30 |
| 11. | Stolovi za zbornicu/ Desks for teachers' lounge | 0 |
| 12. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 1 |
| 13. | Garderobne stijene/ Clothing racks | 5 |
| 14. | Oglasne table/ Bulletin boards | 6 |
| 15. | Kompjuterski stolovi/ Computer desks | 8 |



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| --- | --- | --- |
| PLJEVLJA *(28 facilities)* | | |
|  | Namještaj/ Furniture | Broj komada/quantity |
| 1. | Stolice za I razred/ Chairs for 1st grade | 23 |
| 2. | Stolovi za I razred/ Desks for 1st grade | 12 |
| 3. | Stolice za ostale učionice/ Chairs for other classrooms | 578 |
| 4. | Klupe za ostale učionice/ Desks for other classrooms | 291 |
| 5. | Stolice za katedru/ Teachers' chairs | 76 |
| 6. | Katedre/ Teachers' desks | 85 |
| 7. | Zelene table/ Green school boards | 74 |
| 8. | Bijele table/ White school boards | 42 |
| 9. | Ormari za učionice/ Classrooms wardrobe | 87 |
| 10. | Stolice za zbornicu/ Chairs for teachers' lounge | 85 |
| 11. | Stolovi za zbornicu/ Desks for teachers' lounge | 10 |
| 12. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 18 |
| 13. | Garderobne stijene/ Clothing racks | 36 |
| 14. | Oglasne table/ Bulletin boards | 23 |
| 15. | Kompjuterski stolovi/ Computer desks | 28 |



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| ROŽAJE *(16 facilities)* | | |
|  | Namještaj/ Furniture | Broj komada/ quantities |
| 1. | Stolice za I razred/ Chairs for 1st grade | 60 |
| 2. | Stolovi za I razred/ Desks for 1st grade | 15 |
| 3. | Stolice za ostale učionice/ Chairs for other classrooms | 520 |
| 4. | Klupe za ostale učionice/ Desks for other classrooms | 269 |
| 5. | Stolice za katedru/ Teachers' chairs | 78 |
| 6. | Katedre/ Teachers' desks | 72 |
| 7. | Zelene table/ Green school boards | 22 |
| 8. | Bijele table/ White school boards | 37 |
| 9. | Ormari za učionice/ Classrooms wardrobe | 79 |
| 10. | Stolice za zbornicu/ Chairs for teachers' lounge | 147 |
| 11. | Stolovi za zbornicu/ Desks for teachers' lounge | 18 |
| 12. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 23 |
| 13. | Garderobne stijene/ Clothing racks | 20 |
| 14. | Oglasne table/ Bulletin boards | 28 |
| 15. | Kompjuterski stolovi/ Computer desks | 20 |



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| --- | --- | --- |
| ŠAVNIK *(7 facilities)* | | |
|  | Namještaj/ Furniture | Broj komada/quantity |
| 1. | Stolice za I razred/ Chairs for 1st grade | 23 |
| 2. | Stolovi za I razred/ Desks for 1st grade | 13 |
| 3. | Stolice za ostale učionice/ Chairs for other classrooms | 11 |
| 4. | Klupe za ostale učionice/ Desks for other classrooms | 57 |
| 5. | Stolice za katedru/ Teachers' chairs | 28 |
| 6. | Katedre/ Teachers' desks | 24 |
| 7. | Zelene table/ Green school boards | 20 |
| 8. | Bijele table/ White school boards | 9 |
| 9. | Ormari za učionice/ Classrooms wardrobe | 21 |
| 10. | Stolice za zbornicu/ Chairs for teachers' lounge | 52 |
| 11. | Stolovi za zbornicu/ Desks for teachers' lounge | 13 |
| 12. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 10 |
| 13. | Garderobne stijene/ Clothing racks | 9 |
| 14. | Oglasne table/ Bulletin boards | 15 |
| 15. | Kompjuterski stolovi/ Computer desks | 13 |



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| --- | --- | --- |
| ŽABLJAK *(1 facility)* | | |
|  | Namještaj/ Furniture | Broj komada/ quantity |
| 1. | Stolice za I razred/ Chairs for 1st grade | 0 |
| 2. | Stolovi za I razred/ Desks for 1st grade | 0 |
| 3. | Stolice za ostale učionice/ Chairs for other classrooms | 0 |
| 4. | Klupe za ostale učionice/ Desks for other classrooms | 0 |
| 5. | Stolice za katedru/ Teachers' chairs | 0 |
| 6. | Katedre/ Teachers' desks | 6 |
| 7. | Zelene table/ Green school boards | 10 |
| 8. | Bijele table/ White school boards | 0 |
| 9. | Ormari za učionice/ Classrooms wardrobe | 4 |
| 10. | Stolice za zbornicu/ Chairs for teachers' lounge | 25 |
| 11. | Stolovi za zbornicu/ Desks for teachers' lounge | 0 |
| 12. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 1 |
| 13. | Garderobne stijene/ Clothing racks | 0 |
| 14. | Oglasne table/ Bulletin boards | 0 |
| 15. | Kompjuterski stolovi/ Computer desks | 2 |



***CENTRAL REGION***

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| --- | --- | --- |
| PODGORICA *(28 facilities)* | | |
|  | Namještaj/ Furniture | Broj komada/quantity |
| 1. | Stolice za I razred/ Chairs for 1st grade | 833 |
| 2. | Stolovi za I razred/ Desks for 1st grade | 661 |
| 3. | Stolice za ostale učionice/ Chairs for other classrooms | 3444 |
| 4. | Klupe za ostale učionice/ Desks for other classrooms | 1514 |
| 5. | Stolice za katedru/ Teachers' chairs | 401 |
| 6. | Katedre/ Teachers' desks | 287 |
| 7. | Zelene table/ Green school boards | 238 |
| 8. | Bijele table/ White school boards | 177 |
| 9. | Ormari za učionice/ Classrooms wardrobe | 486 |
| 10. | Stolice za zbornicu/ Chairs for teachers' lounge | 463 |
| 11. | Stolovi za zbornicu/ Desks for teachers' lounge | 45 |
| 12. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 90 |
| 13. | Garderobne stijene/ Clothing racks | 332 |
| 14. | Oglasne table/ Bulletin boards | 61 |
| 15. | Kompjuterski stolovi/ Computer desks | 113 |



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| --- | --- | --- |
| TUZI *(7 facilities)* | | |
|  | Namještaj/ Furniture | Broj komada/quantity |
| 1. | Stolice za I razred/ Chairs for 1st grade | 76 |
| 2. | Stolovi za I razred/ Desks for 1st grade | 45 |
| 3. | Stolice za ostale učionice/ Chairs for other classrooms | 121 |
| 4. | Klupe za ostale učionice/ Desks for other classrooms | 68 |
| 5. | Stolice za katedru/ Teachers' chairs | 37 |
| 6. | Katedre/ Teachers' desks | 19 |
| 7. | Zelene table/ Green school boards | 11 |
| 8. | Bijele table/ White school boards | 20 |
| 9. | Ormari za učionice/ Classrooms wardrobe | 34 |
| 10. | Stolice za zbornicu/ Chairs for teachers' lounge | 67 |
| 11. | Stolovi za zbornicu/ Desks for teachers' lounge | 9 |
| 12. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 4 |
| 13. | Garderobne stijene/ Clothing racks | 30 |
| 14. | Oglasne table/ Bulletin boards | 11 |
| 15. | Kompjuterski stolovi/ Computer desks | 3 |

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| ZETA *(1 facility)* | | |
|  | Namještaj/ Furniture | Broj komada/quantity |
| 1. | Stolice za I razred/ Chairs for 1st grade | 5 |
| 2. | Stolovi za I razred/ Desks for 1st grade | 3 |
| 3. | Stolice za ostale učionice/ Chairs for other classrooms | 15 |
| 4. | Klupe za ostale učionice/ Desks for other classrooms | 10 |
| 5. | Stolice za katedru/ Teachers' chairs | 2 |
| 6. | Katedre/ Teachers' desks | 2 |
| 7. | Zelene table/ Green school boards | 1 |
| 8. | Bijele table/ White school boards | 1 |
| 9. | Ormari za učionice/ Classrooms wardrobe | 1 |
| 10. | Stolice za zbornicu/ Chairs for teachers' lounge | 2 |
| 11. | Stolovi za zbornicu/ Desks for teachers' lounge | 1 |
| 12. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 2 |
| 13. | Garderobne stijene/ Clothing racks | 0 |
| 14. | Oglasne table/ Bulletin boards | 0 |
| 15. | Kompjuterski stolovi/ Computer desks | 2 |

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| DANILOVGRAD *(6 facilities)* | | |
|  | Namještaj/ Furniture | Broj komada/quantity |
| 1. | Stolice za I razred/ Chairs for 1st grade | 14 |
| 2. | Stolovi za I razred/ Desks for 1st grade | 11 |
| 3. | Stolice za ostale učionice/ Chairs for other classrooms | 40 |
| 4. | Klupe za ostale učionice/ Desks for other classrooms | 30 |
| 5. | Stolice za katedru/ Teachers' chairs | 22 |
| 6. | Katedre/ Teachers' desks | 17 |
| 7. | Zelene table/ Green school boards | 13 |
| 8. | Bijele table/ White school boards | 21 |
| 9. | Ormari za učionice/ Classrooms wardrobe | 29 |
| 10. | Stolice za zbornicu/ Chairs for teachers' lounge | 31 |
| 11. | Stolovi za zbornicu/ Desks for teachers' lounge | 2 |
| 12. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 1 |
| 13. | Garderobne stijene/ Clothing racks | 12 |
| 14. | Oglasne table/ Bulletin boards | 1 |
| 15. | Kompjuterski stolovi/ Computer desks | 4 |

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| --- | --- | --- |
| CETINJE *(4 facilities)* | | |
|  | Namještaj/ Furniture | Broj komada/quantity |
| 1. | Stolice za I razred/ Chairs for 1st grade | 71 |
| 2. | Stolovi za I razred/ Desks for 1st grade | 35 |
| 3. | Stolice za ostale učionice/ Chairs for other classrooms | 102 |
| 4. | Klupe za ostale učionice/ Desks for other classrooms | 46 |
| 5. | Stolice za katedru/ Teachers' chairs | 28 |
| 6. | Katedre/ Teachers' desks | 13 |
| 7. | Zelene table/ Green school boards | 23 |
| 8. | Bijele table/ White school boards | 24 |
| 9. | Ormari za učionice/ Classrooms wardrobe | 28 |
| 10. | Stolice za zbornicu/ Chairs for teachers' lounge | 37 |
| 11. | Stolovi za zbornicu/ Desks for teachers' lounge | 2 |
| 12. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 3 |
| 13. | Garderobne stijene/ Clothing racks | 15 |
| 14. | Oglasne table/ Bulletin boards | 4 |
| 15. | Kompjuterski stolovi/ Computer desks | 8 |

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| NIKŠIĆ *(24 facilities)* | | |
|  | Namještaj/ Furniture | Broj komada/quantity |
| 1. | Stolice za I razred/ Chairs for 1st grade | 262 |
| 2. | Stolovi za I razred/ Desks for 1st grade | 131 |
| 3. | Stolice za ostale učionice/ Chairs for other classrooms | 2678 |
| 4. | Klupe za ostale učionice/ Desks for other classrooms | 1405 |
| 5. | Stolice za katedru/ Teachers' chairs | 213 |
| 6. | Katedre/ Teachers' desks | 178 |
| 7. | Zelene table/ Green school boards | 168 |
| 8. | Bijele table/ White school boards | 186 |
| 9. | Ormari za učionice/ Classrooms wardrobe | 280 |
| 10. | Stolice za zbornicu/ Chairs for teachers' lounge | 263 |
| 11. | Stolovi za zbornicu/ Desks for teachers' lounge | 53 |
| 12. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 52 |
| 13. | Garderobne stijene/ Clothing racks | 132 |
| 14. | Oglasne table/ Bulletin boards | 43 |
| 15. | Kompjuterski stolovi/ Computer desks | 73 |

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***SOUTHERN REGION***

|  |  |  |
| --- | --- | --- |
| BAR *(13 facilities)* | | |
|  | Namještaj/ Furniture | Broj komada/quantity |
| 1. | Stolice za I razred/ Chairs for 1st grade | 186 |
| 2. | Stolovi za I razred/ Desks for 1st grade | 105 |
| 3. | Stolice za ostale učionice/ Chairs for other classrooms | 1295 |
| 4. | Klupe za ostale učionice/ Desks for other classrooms | 598 |
| 5. | Stolice za katedru/ Teachers' chairs | 86 |
| 6. | Katedre/ Teachers' desks | 52 |
| 7. | Zelene table/ Green school boards | 70 |
| 8. | Bijele table/ White school boards | 29 |
| 9. | Ormari za učionice/ Classrooms wardrobe | 145 |
| 10. | Stolice za zbornicu/ Chairs for teachers' lounge | 108 |
| 11. | Stolovi za zbornicu/ Desks for teachers' lounge | 15 |
| 12. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 18 |
| 13. | Garderobne stijene/ Clothing racks | 18 |
| 14. | Oglasne table/ Bulletin boards | 21 |
| 15. | Kompjuterski stolovi/ Computer desks | 20 |

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| BUDVA *(28 facilities)* | | |
|  | Namještaj/ Furniture | Broj komada/quantity |
| 1. | Stolice za I razred/ Chairs for 1st grade | 40 |
| 2. | Stolovi za I razred/ Desks for 1st grade | 20 |
| 3. | Stolice za ostale učionice/ Chairs for other classrooms | 60 |
| 4. | Klupe za ostale učionice/ Desks for other classrooms | 50 |
| 5. | Stolice za katedru/ Teachers' chairs | 37 |
| 6. | Katedre/ Teachers' desks | 5 |
| 7. | Zelene table/ Green school boards | 0 |
| 8. | Bijele table/ White school boards | 10 |
| 9. | Ormari za učionice/ Classrooms wardrobe | 25 |
| 10. | Stolice za zbornicu/ Chairs for teachers' lounge | 46 |
| 11. | Stolovi za zbornicu/ Desks for teachers' lounge | 0 |
| 12. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 0 |
| 13. | Garderobne stijene/ Clothing racks | 2 |
| 14. | Oglasne table/ Bulletin boards | 2 |
| 15. | Kompjuterski stolovi/ Computer desks | 10 |

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| HERCEG NOVI *(6 facilities)* | | |
|  | Namještaj/ Furniture | Broj komada/quantity |
| 1. | Stolice za I razred/ Chairs for 1st grade | 186 |
| 2. | Stolovi za I razred/ Desks for 1st grade | 108 |
| 3. | Stolice za ostale učionice/ Chairs for other classrooms | 820 |
| 4. | Klupe za ostale učionice/ Desks for other classrooms | 510 |
| 5. | Stolice za katedru/ Teachers' chairs | 45 |
| 6. | Katedre/ Teachers' desks | 42 |
| 7. | Zelene table/ Green school boards | 27 |
| 8. | Bijele table/ White school boards | 12 |
| 9. | Ormari za učionice/ Classrooms wardrobe | 33 |
| 10. | Stolice za zbornicu/ Chairs for teachers' lounge | 76 |
| 11. | Stolovi za zbornicu/ Desks for teachers' lounge | 9 |
| 12. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 7 |
| 13. | Garderobne stijene/ Clothing racks | 6 |
| 14. | Oglasne table/ Bulletin boards | 8 |
| 15. | Kompjuterski stolovi/ Computer desks | 8 |

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| KOTOR *(7 facilities)* | | |
|  | Namještaj/ Furniture | Broj komada/quantity |
| 1. | Stolice za I razred/ Chairs for 1st grade | 0 |
| 2. | Stolovi za I razred/ Desks for 1st grade | 10 |
| 3. | Stolice za ostale učionice/ Chairs for other classrooms | 565 |
| 4. | Klupe za ostale učionice/ Desks for other classrooms | 263 |
| 5. | Stolice za katedru/ Teachers' chairs | 60 |
| 6. | Katedre/ Teachers' desks | 21 |
| 7. | Zelene table/ Green school boards | 20 |
| 8. | Bijele table/ White school boards | 24 |
| 9. | Ormari za učionice/ Classrooms wardrobe | 65 |
| 10. | Stolice za zbornicu/ Chairs for teachers' lounge | 120 |
| 11. | Stolovi za zbornicu/ Desks for teachers' lounge | 15 |
| 12. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 9 |
| 13. | Garderobne stijene/ Clothing racks | 13 |
| 14. | Oglasne table/ Bulletin boards | 4 |
| 15. | Kompjuterski stolovi/ Computer desks | 11 |

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| TIVAT *(7 facilities)* | | |
|  | Namještaj/ Furniture | Broj komada/quantity |
| 1. | Stolice za I razred/ Chairs for 1st grade | 30 |
| 2. | Stolovi za I razred/ Desks for 1st grade | 15 |
| 3. | Stolice za ostale učionice/ Chairs for other classrooms | 30 |
| 4. | Klupe za ostale učionice/ Desks for other classrooms | 20 |
| 5. | Stolice za katedru/ Teachers' chairs | 15 |
| 6. | Katedre/ Teachers' desks | 18 |
| 7. | Zelene table/ Green school boards | 13 |
| 8. | Bijele table/ White school boards | 10 |
| 9. | Ormari za učionice/ Classrooms wardrobe | 20 |
| 10. | Stolice za zbornicu/ Chairs for teachers' lounge | 28 |
| 11. | Stolovi za zbornicu/ Desks for teachers' lounge | 6 |
| 12. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 2 |
| 13. | Garderobne stijene/ Clothing racks | 0 |
| 14. | Oglasne table/ Bulletin boards | 4 |
| 15. | Kompjuterski stolovi/ Computer desks | 4 |

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| ULCINJ *(7 facilities)* | | |
|  | Namještaj/ Furniture | Broj komada/quantity |
| 1. | Stolice za I razred/ Chairs for 1st grade | 88 |
| 2. | Stolovi za I razred/ Desks for 1st grade | 51 |
| 3. | Stolice za ostale učionice/ Chairs for other classrooms | 434 |
| 4. | Klupe za ostale učionice/ Desks for other classrooms | 218 |
| 5. | Stolice za katedru/ Teachers' chairs | 66 |
| 6. | Katedre/ Teachers' desks | 39 |
| 7. | Zelene table/ Green school boards | 41 |
| 8. | Bijele table/ White school boards | 34 |
| 9. | Ormari za učionice/ Classrooms wardrobe | 151 |
| 10. | Stolice za zbornicu/ Chairs for teachers' lounge | 84 |
| 11. | Stolovi za zbornicu/ Desks for teachers' lounge | 20 |
| 12. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 18 |
| 13. | Garderobne stijene/ Clothing racks | 44 |
| 14. | Oglasne table/ Bulletin boards | 10 |
| 15. | Kompjuterski stolovi/ Computer desks | 26 |

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**Total quantities per item for Primary Schools**

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**SECONDARY SCHOOLS FURNITURE**

- Quantities by town –

***NORTHERN REGION***

|  |  |  |
| --- | --- | --- |
| ANDRIJEVICA *(1 facility)* | | |
|  | Namještaj/Furniture | Broj komada/Quantity |
| 1. | Stolice za ostale učionice/ Chairs for other classrooms | 60 |
| 2. | Klupe za ostale učionice/ Desks for other classrooms | 75 |
| 3. | Stolice za katedru/ Teachers' chairs | 10 |
| 4. | Katedre/ Teachers' desks | 10 |
| 5. | Zelene table/ Green school boards | 5 |
| 6. | Bijele table/ White school boards | 0 |
| 7. | Ormari za učionice/ Classrooms wardrobe | 0 |
| 8. | Stolice za zbornicu/ Chairs for teachers' lounge | 10 |
| 9. | Stolovi za zbornicu/ Desks for teachers' lounge | 20 |
| 10. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 8 |
| 11. | Garderobne stijene/ Clothing racks | 2 |
| 12. | Oglasne table/ Bulletin boards | 1 |
| 13. | Kompjuterski stolovi/ Computer desks | 2 |
| 14. | Kancelarijski stolovi/ Office desks | 3 |
| 15. | Kancelarijske stolice/ Office chairs | 8 |



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| --- | --- | --- |
| BERANE *(3 facilities)* | | |
|  | Namještaj/Furniture | Broj komada/quantity |
| 1. | Stolice za ostale učionice/ Chairs for other classrooms | 500 |
| 2. | Klupe za ostale učionice/ Desks for other classrooms | 250 |
| 3. | Stolice za katedru/ Teachers' chairs | 67 |
| 4. | Katedre/ Teachers' desks | 65 |
| 5. | Zelene table/ Green school boards | 35 |
| 6. | Bijele table/ White school boards | 41 |
| 7. | Ormari za učionice/ Classrooms wardrobe | 35 |
| 8. | Stolice za zbornicu/ Chairs for teachers' lounge | 70 |
| 9. | Stolovi za zbornicu/ Desks for teachers' lounge | 15 |
| 10. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 21 |
| 11. | Garderobne stijene/ Clothing racks | 33 |
| 12. | Oglasne table/ Bulletin boards | 17 |
| 13. | Kompjuterski stolovi/ Computer desks | 50 |
| 14. | Kancelarijski stolovi/ Office desks | 17 |
| 15. | Kancelarijske stolice/ Office chairs | 20 |



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| BIJELO POLJE *(3 facilities)* | | |
|  | Namještaj/Furniture | Broj komada/quantity |
| 1. | Stolice za ostale učionice/ Chairs for other classrooms | 595 |
| 2. | Klupe za ostale učionice/ Desks for other classrooms | 260 |
| 3. | Stolice za katedru/ Teachers' chairs | 37 |
| 4. | Katedre/ Teachers' desks | 34 |
| 5. | Zelene table/ Green school boards | 23 |
| 6. | Bijele table/ White school boards | 9 |
| 7. | Ormari za učionice/ Classrooms wardrobe | 22 |
| 8. | Stolice za zbornicu/ Chairs for teachers' lounge | 72 |
| 9. | Stolovi za zbornicu/ Desks for teachers' lounge | 4 |
| 10. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 4 |
| 11. | Garderobne stijene/ Clothing racks | 30 |
| 12. | Oglasne table/ Bulletin boards | 5 |
| 13. | Kompjuterski stolovi/ Computer desks | 66 |
| 14. | Kancelarijski stolovi/ Office desks | 8 |
| 15. | Kancelarijske stolice/ Office chairs | 20 |



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| KOLAŠIN *(1 facility)* | | |
|  | Namještaj/Furniture | Broj komada/quantity |
| 1. | Stolice za ostale učionice/ Chairs for other classrooms | 350 |
| 2. | Klupe za ostale učionice/ Desks for other classrooms | 210 |
| 3. | Stolice za katedru/ Teachers' chairs | 20 |
| 4. | Katedre/ Teachers' desks | 19 |
| 5. | Zelene table/ Green school boards | 10 |
| 6. | Bijele table/ White school boards | 10 |
| 7. | Ormari za učionice/ Classrooms wardrobe | 12 |
| 8. | Stolice za zbornicu/ Chairs for teachers' lounge | 35 |
| 9. | Stolovi za zbornicu/ Desks for teachers' lounge | 7 |
| 10. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 19 |
| 11. | Garderobne stijene/ Clothing racks | 30 |
| 12. | Oglasne table/ Bulletin boards | 1 |
| 13. | Kompjuterski stolovi/ Computer desks | 14 |
| 14. | Kancelarijski stolovi/ Office desks | 4 |
| 15. | Kancelarijske stolice/ Office chairs | 4 |



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| MOJKOVAC *(1 facility)* | | |
|  | Namještaj/Furniture | Broj komada/quantity |
| 1. | Stolice za ostale učionice/ Chairs for other classrooms | 80 |
| 2. | Klupe za ostale učionice/ Desks for other classrooms | 56 |
| 3. | Stolice za katedru/ Teachers' chairs | 13 |
| 4. | Katedre/ Teachers' desks | 13 |
| 5. | Zelene table/ Green school boards | 8 |
| 6. | Bijele table/ White school boards | 13 |
| 7. | Ormari za učionice/ Classrooms wardrobe | 13 |
| 8. | Stolice za zbornicu/ Chairs for teachers' lounge | 11 |
| 9. | Stolovi za zbornicu/ Desks for teachers' lounge | 0 |
| 10. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 1 |
| 11. | Garderobne stijene/ Clothing racks | 13 |
| 12. | Oglasne table/ Bulletin boards | 1 |
| 13. | Kompjuterski stolovi/ Computer desks | 10 |
| 14. | Kancelarijski stolovi/ Office desks | 3 |
| 15. | Kancelarijske stolice/ Office chairs | 3 |



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| PETNJICA *(1 facility)* | | |
|  | Namještaj/Furniture | Broj komada/quantity |
| 1. | Stolice za ostale učionice/ Chairs for other classrooms | 0 |
| 2. | Klupe za ostale učionice/ Desks for other classrooms | 0 |
| 3. | Stolice za katedru/ Teachers' chairs | 20 |
| 4. | Katedre/ Teachers' desks | 20 |
| 5. | Zelene table/ Green school boards | 9 |
| 6. | Bijele table/ White school boards | 11 |
| 7. | Ormari za učionice/ Classrooms wardrobe | 20 |
| 8. | Stolice za zbornicu/ Chairs for teachers' lounge | 20 |
| 9. | Stolovi za zbornicu/ Desks for teachers' lounge | 2 |
| 10. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 3 |
| 11. | Garderobne stijene/ Clothing racks | 15 |
| 12. | Oglasne table/ Bulletin boards | 5 |
| 13. | Kompjuterski stolovi/ Computer desks | 0 |
| 14. | Kancelarijski stolovi/ Office desks | 3 |
| 15. | Kancelarijske stolice/ Office chairs | 3 |





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| PLAV *(1 facility)* | | |
|  | Namještaj/Furniture | Broj komada/quantity |
| 1. | Stolice za ostale učionice/ Chairs for other classrooms | 200 |
| 2. | Klupe za ostale učionice/ Desks for other classrooms | 100 |
| 3. | Stolice za katedru/ Teachers' chairs | 15 |
| 4. | Katedre/ Teachers' desks | 25 |
| 5. | Zelene table/ Green school boards | 30 |
| 6. | Bijele table/ White school boards | 10 |
| 7. | Ormari za učionice/ Classrooms wardrobe | 30 |
| 8. | Stolice za zbornicu/ Chairs for teachers' lounge | 10 |
| 9. | Stolovi za zbornicu/ Desks for teachers' lounge | 2 |
| 10. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 10 |
| 11. | Garderobne stijene/ Clothing racks | 30 |
| 12. | Oglasne table/ Bulletin boards | 2 |
| 13. | Kompjuterski stolovi/ Computer desks | 20 |
| 14. | Kancelarijski stolovi/ Office desks | 6 |
| 15. | Kancelarijske stolice/ Office chairs | 6 |





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| PLJEVLJA *(2 facilities)* | | |
|  | Namještaj/Furniture | Broj komada/quantity |
| 1. | Stolice za ostale učionice/ Chairs for other classrooms | 270 |
| 2. | Klupe za ostale učionice/ Desks for other classrooms | 50 |
| 3. | Stolice za katedru/ Teachers' chairs | 34 |
| 4. | Katedre/ Teachers' desks | 24 |
| 5. | Zelene table/ Green school boards | 55 |
| 6. | Bijele table/ White school boards | 23 |
| 7. | Ormari za učionice/ Classrooms wardrobe | 55 |
| 8. | Stolice za zbornicu/ Chairs for teachers' lounge | 40 |
| 9. | Stolovi za zbornicu/ Desks for teachers' lounge | 1 |
| 10. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 1 |
| 11. | Garderobne stijene/ Clothing racks | 1 |
| 12. | Oglasne table/ Bulletin boards | 1 |
| 13. | Kompjuterski stolovi/ Computer desks | 25 |
| 14. | Kancelarijski stolovi/ Office desks | 6 |
| 15. | Kancelarijske stolice/ Office chairs | 12 |



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| ROŽAJE *(2 facilities)* | | |
|  | Namještaj/Furniture | Broj komada/quantity |
| 1. | Stolice za ostale učionice/ Chairs for other classrooms | 464 |
| 2. | Klupe za ostale učionice/ Desks for other classrooms | 232 |
| 3. | Stolice za katedru/ Teachers' chairs | 32 |
| 4. | Katedre/ Teachers' desks | 20 |
| 5. | Zelene table/ Green school boards | 20 |
| 6. | Bijele table/ White school boards | 20 |
| 7. | Ormari za učionice/ Classrooms wardrobe | 32 |
| 8. | Stolice za zbornicu/ Chairs for teachers' lounge | 45 |
| 9. | Stolovi za zbornicu/ Desks for teachers' lounge | 0 |
| 10. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 2 |
| 11. | Garderobne stijene/ Clothing racks | 23 |
| 12. | Oglasne table/ Bulletin boards | 10 |
| 13. | Kompjuterski stolovi/ Computer desks | 34 |
| 14. | Kancelarijski stolovi/ Office desks | 2 |
| 15. | Kancelarijske stolice/ Office chairs | 4 |



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| ŽABLJAK *(1 facility)* | | |
|  | Namještaj/Furniture | Broj komada/quantity |
| 1. | Stolice za ostale učionice/ Chairs for other classrooms | 200 |
| 2. | Klupe za ostale učionice/ Desks for other classrooms | 100 |
| 3. | Stolice za katedru/ Teachers' chairs | 12 |
| 4. | Katedre/ Teachers' desks | 12 |
| 5. | Zelene table/ Green school boards | 10 |
| 6. | Bijele table/ White school boards | 10 |
| 7. | Ormari za učionice/ Classrooms wardrobe | 6 |
| 8. | Stolice za zbornicu/ Chairs for teachers' lounge | 20 |
| 9. | Stolovi za zbornicu/ Desks for teachers' lounge | 0 |
| 10. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 0 |
| 11. | Garderobne stijene/ Clothing racks | 2 |
| 12. | Oglasne table/ Bulletin boards | 3 |
| 13. | Kompjuterski stolovi/ Computer desks | 0 |
| 14. | Kancelarijski stolovi/ Office desks | 0 |
| 15. | Kancelarijske stolice/ Office chairs | 5 |



***CENTRAL REGION***

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| --- | --- | --- |
| PODGORICA *(8 facilities)* | | |
|  | Namještaj/Furniture | Broj komada/quantity |
| 1. | Stolice za ostale učionice/ Chairs for other classrooms | 768 |
| 2. | Klupe za ostale učionice/ Desks for other classrooms | 295 |
| 3. | Stolice za katedru/ Teachers' chairs | 225 |
| 4. | Katedre/ Teachers' desks | 122 |
| 5. | Zelene table/ Green school boards | 73 |
| 6. | Bijele table/ White school boards | 56 |
| 7. | Ormari za učionice/ Classrooms wardrobe | 67 |
| 8. | Stolice za zbornicu/ Chairs for teachers' lounge | 193 |
| 9. | Stolovi za zbornicu/ Desks for teachers' lounge | 14 |
| 10. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 7 |
| 11. | Garderobne stijene/ Clothing racks | 58 |
| 12. | Oglasne table/ Bulletin boards | 22 |
| 13. | Kompjuterski stolovi/ Computer desks | 77 |
| 14. | Kancelarijski stolovi/ Office desks | 25 |
| 15. | Kancelarijske stolice/ Office chairs | 56 |

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| DANILOVGRAD *(1 facility)* | | |
|  | Namještaj/Furniture | Broj komada/ quantity |
| 1. | Stolice za ostale učionice/ Chairs for other classrooms | 60 |
| 2. | Klupe za ostale učionice/ Desks for other classrooms | 20 |
| 3. | Stolice za katedru/ Teachers' chairs | 16 |
| 4. | Katedre/ Teachers' desks | 2 |
| 5. | Zelene table/ Green school boards | 2 |
| 6. | Bijele table/ White school boards | 5 |
| 7. | Ormari za učionice/ Classrooms wardrobe | 5 |
| 8. | Stolice za zbornicu/ Chairs for teachers' lounge | 30 |
| 9. | Stolovi za zbornicu/ Desks for teachers' lounge | 0 |
| 10. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 0 |
| 11. | Garderobne stijene/ Clothing racks | 4 |
| 12. | Oglasne table/ Bulletin boards | 3 |
| 13. | Kompjuterski stolovi/ Computer desks | 3 |
| 14. | Kancelarijski stolovi/ Office desks | 6 |
| 15. | Kancelarijske stolice/ Office chairs | 5 |

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| --- | --- | --- |
| CETINJE *(3 facilities)* | | |
|  | Namještaj/Furniture | Broj komada/quantity |
| 1. | Stolice za ostale učionice/ Chairs for other classrooms | 150 |
| 2. | Klupe za ostale učionice/ Desks for other classrooms | 80 |
| 3. | Stolice za katedru/ Teachers' chairs | 22 |
| 4. | Katedre/ Teachers' desks | 16 |
| 5. | Zelene table/ Green school boards | 18 |
| 6. | Bijele table/ White school boards | 20 |
| 7. | Ormari za učionice/ Classrooms wardrobe | 22 |
| 8. | Stolice za zbornicu/ Chairs for teachers' lounge | 57 |
| 9. | Stolovi za zbornicu/ Desks for teachers' lounge | 8 |
| 10. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 16 |
| 11. | Garderobne stijene/ Clothing racks | 16 |
| 12. | Oglasne table/ Bulletin boards | 9 |
| 13. | Kompjuterski stolovi/ Computer desks | 41 |
| 14. | Kancelarijski stolovi/ Office desks | 8 |
| 15. | Kancelarijske stolice/ Office chairs | 13 |

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| NIKŠIĆ *(4 facilities)* | | |
|  | Namještaj/Furniture | Broj komada/quantity |
| 1. | Stolice za ostale učionice/ Chairs for other classrooms | 544 |
| 2. | Klupe za ostale učionice/ Desks for other classrooms | 334 |
| 3. | Stolice za katedru/ Teachers' chairs | 59 |
| 4. | Katedre/ Teachers' desks | 43 |
| 5. | Zelene table/ Green school boards | 38 |
| 6. | Bijele table/ White school boards | 56 |
| 7. | Ormari za učionice/ Classrooms wardrobe | 88 |
| 8. | Stolice za zbornicu/ Chairs for teachers' lounge | 120 |
| 9. | Stolovi za zbornicu/ Desks for teachers' lounge | 12 |
| 10. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 18 |
| 11. | Garderobne stijene/ Clothing racks | 82 |
| 12. | Oglasne table/ Bulletin boards | 15 |
| 13. | Kompjuterski stolovi/ Computer desks | 66 |
| 14. | Kancelarijski stolovi/ Office desks | 13 |
| 15. | Kancelarijske stolice/ Office chairs | 27 |

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***SOUTHERN REGION***

|  |  |  |
| --- | --- | --- |
| BAR *(3 facilities)* | | |
|  | Namještaj/Furniture | Broj komada/quantity |
| 1. | Stolice za ostale učionice/ Chairs for other classrooms | 140 |
| 2. | Klupe za ostale učionice/ Desks for other classrooms | 70 |
| 3. | Stolice za katedru/ Teachers' chairs | 31 |
| 4. | Katedre/ Teachers' desks | 11 |
| 5. | Zelene table/ Green school boards | 21 |
| 6. | Bijele table/ White school boards | 6 |
| 7. | Ormari za učionice/ Classrooms wardrobe | 21 |
| 8. | Stolice za zbornicu/ Chairs for teachers' lounge | 95 |
| 9. | Stolovi za zbornicu/ Desks for teachers' lounge | 6 |
| 10. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 1 |
| 11. | Garderobne stijene/ Clothing racks | 2 |
| 12. | Oglasne table/ Bulletin boards | 5 |
| 13. | Kompjuterski stolovi/ Computer desks | 10 |
| 14. | Kancelarijski stolovi/ Office desks | 5 |
| 15. | Kancelarijske stolice/ Office chairs | 15 |

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| BUDVA *(1 facility)* | | |
|  | Namještaj/Furniture | Broj komada/quantity |
| 1. | Stolice za ostale učionice/ Chairs for other classrooms | 657 |
| 2. | Klupe za ostale učionice/ Desks for other classrooms | 220 |
| 3. | Stolice za katedru/ Teachers' chairs | 35 |
| 4. | Katedre/ Teachers' desks | 35 |
| 5. | Zelene table/ Green school boards | 39 |
| 6. | Bijele table/ White school boards | 16 |
| 7. | Ormari za učionice/ Classrooms wardrobe | 75 |
| 8. | Stolice za zbornicu/ Chairs for teachers' lounge | 0 |
| 9. | Stolovi za zbornicu/ Desks for teachers' lounge | 0 |
| 10. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 0 |
| 11. | Garderobne stijene/ Clothing racks | 40 |
| 12. | Oglasne table/ Bulletin boards | 5 |
| 13. | Kompjuterski stolovi/ Computer desks | 18 |
| 14. | Kancelarijski stolovi/ Office desks | 25 |
| 15. | Kancelarijske stolice/ Office chairs | 30 |



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| HERCEG NOVI *(1 facility)* | | |
|  | Namještaj/Furniture | Broj komada/quantity |
| 1. | Stolice za ostale učionice/ Chairs for other classrooms | 60 |
| 2. | Klupe za ostale učionice/ Desks for other classrooms | 15 |
| 3. | Stolice za katedru/ Teachers' chairs | 30 |
| 4. | Katedre/ Teachers' desks | 30 |
| 5. | Zelene table/ Green school boards | 0 |
| 6. | Bijele table/ White school boards | 0 |
| 7. | Ormari za učionice/ Classrooms wardrobe | 15 |
| 8. | Stolice za zbornicu/ Chairs for teachers' lounge | 0 |
| 9. | Stolovi za zbornicu/ Desks for teachers' lounge | 0 |
| 10. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 1 |
| 11. | Garderobne stijene/ Clothing racks | 0 |
| 12. | Oglasne table/ Bulletin boards | 0 |
| 13. | Kompjuterski stolovi/ Computer desks | 0 |
| 14. | Kancelarijski stolovi/ Office desks | 2 |
| 15. | Kancelarijske stolice/ Office chairs | 2 |

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| KOTOR (*1 facility)* | | |
|  | Namještaj/Furniture | Broj komada/quantity |
| 1. | Stolice za ostale učionice/ Chairs for other classrooms | 50 |
| 2. | Klupe za ostale učionice/ Desks for other classrooms | 50 |
| 3. | Stolice za katedru/ Teachers' chairs | 35 |
| 4. | Katedre/ Teachers' desks | 31 |
| 5. | Zelene table/ Green school boards | 0 |
| 6. | Bijele table/ White school boards | 11 |
| 7. | Ormari za učionice/ Classrooms wardrobe | 19 |
| 8. | Stolice za zbornicu/ Chairs for teachers' lounge | 0 |
| 9. | Stolovi za zbornicu/ Desks for teachers' lounge | 0 |
| 10. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 0 |
| 11. | Garderobne stijene/ Clothing racks | 6 |
| 12. | Oglasne table/ Bulletin boards | 1 |
| 13. | Kompjuterski stolovi/ Computer desks | 0 |
| 14. | Kancelarijski stolovi/ Office desks | 0 |
| 15. | Kancelarijske stolice/ Office chairs | 3 |

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| --- | --- | --- |
| TIVAT *(3 facilities)* | | |
|  | Namještaj/Furniture | Broj komada/quantity |
| 1. | Stolice za ostale učionice/ Chairs for other classrooms | 350 |
| 2. | Klupe za ostale učionice/ Desks for other classrooms | 150 |
| 3. | Stolice za katedru/ Teachers' chairs | 37 |
| 4. | Katedre/ Teachers' desks | 32 |
| 5. | Zelene table/ Green school boards | 10 |
| 6. | Bijele table/ White school boards | 5 |
| 7. | Ormari za učionice/ Classrooms wardrobe | 20 |
| 8. | Stolice za zbornicu/ Chairs for teachers' lounge | 70 |
| 9. | Stolovi za zbornicu/ Desks for teachers' lounge | 3 |
| 10. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 5 |
| 11. | Garderobne stijene/ Clothing racks | 0 |
| 12. | Oglasne table/ Bulletin boards | 7 |
| 13. | Kompjuterski stolovi/ Computer desks | 3 |
| 14. | Kancelarijski stolovi/ Office desks | 0 |
| 15. | Kancelarijske stolice/ Office chairs | 4 |

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| ULCINJ *(1 facility)* | | |
|  | Namještaj/Furniture | Broj komada/ quantity |
| 1. | Stolice za ostale učionice/ Chairs for other classrooms | 350 |
| 2. | Klupe za ostale učionice/ Desks for other classrooms | 200 |
| 3. | Stolice za katedru/ Teachers' chairs | 35 |
| 4. | Katedre/ Teachers' desks | 35 |
| 5. | Zelene table/ Green school boards | 40 |
| 6. | Bijele table/ White school boards | 12 |
| 7. | Ormari za učionice/ Classrooms wardrobe | 30 |
| 8. | Stolice za zbornicu/ Chairs for teachers' lounge | 50 |
| 9. | Stolovi za zbornicu/ Desks for teachers' lounge | 0 |
| 10. | Ormari za zbornicu/ Wardrobe for teachers' lounge | 0 |
| 11. | Garderobne stijene/ Clothing racks | 6 |
| 12. | Oglasne table/ Bulletin boards | 5 |
| 13. | Kompjuterski stolovi/ Computer desks | 21 |
| 14. | Kancelarijski stolovi/ Office desks | 0 |
| 15. | Kancelarijske stolice/ Office chairs | 9 |

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**Total quantities per item for Secondary Schools**



**KINDERGARTEN FURNITURE**

- Quantities by town –

|  |  |  |
| --- | --- | --- |
| BERANE *(1 facility)* | | |
|  | Namještaj/Furniture | Broj komada/ quantity |
| 1. | Dječije stolice/ Children's chairs | 100 |
| 2. | Dječiji stolovi/ Children's desks | 10 |
| 3. | Stolice za vaspitače/ Teachers' chair | 17 |
| 4. | Stolovi za vaspitače/ Teachers' desks | 1 |
| 5. | Stolovi za previjanje/ Baby changing tables | 0 |
| 6. | Dječiji krevetići/ Children's beds | 0 |
| 7. | Oglasne table/ Bulletin boards | 0 |
| 8. | Školske table/ School boards | 0 |
| 9. | Ormari za učionice/ Classrooms wardrobes | 6 |
| 10. | Police/ Shelves | 14 |
| 11. | Ormari za dječiju garderobu/ Wardrobes for children's clothes | 0 |
| 12. | Klupice uz dječiji garderober/ Children's wardrobe benches | 0 |
| 13. | Kancelarijski stolovi/ Office desks | 1 |
| 14. | Kancelarijske stolice/ Office chairs | 1 |
| 15. | Kancelarijski ormari/ Office wardrobes | 0 |



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| --- | --- | --- |
| BIJELO POLJE *(6 facilities)* | | |
| 1. | Namještaj/Furniture | 429 |
| 2. | Dječije stolice/ Children's chairs | 124 |
| 3. | Dječiji stolovi/ Children's desks | 57 |
| 4. | Stolice za vaspitače/ Teachers' chair | 23 |
| 5. | Stolovi za vaspitače/ Teachers' desks | 16 |
| 6. | Stolovi za previjanje/ Baby changing tables | 338 |
| 7. | Dječiji krevetići/ Children's beds | 68 |
| 8. | Oglasne table/ Bulletin boards | 0 |
| 9. | Školske table/ School boards | 25 |
| 10. | Ormari za učionice/ Classrooms wardrobes | 31 |
| 11. | Police/ Shelves | 62 |
| 12. | Ormari za dječiju garderobu/ Wardrobes for children's clothes | 33 |
| 13. | Klupice uz dječiji garderober/ Children's wardrobe benches | 10 |
| 14. | Kancelarijski stolovi/ Office desks | 14 |
| 15. | Kancelarijske stolice/ Office chairs | 10 |
|  |  |  |



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| --- | --- | --- |
| KOLAŠIN *(1 facility)* | | |
|  | Namještaj/Furniture | Broj komada/ quantity |
| 1. | Dječije stolice/ Children's chairs | 200 |
| 2. | Dječiji stolovi/ Children's desks | 66 |
| 3. | Stolice za vaspitače/ Teachers' chair | 18 |
| 4. | Stolovi za vaspitače/ Teachers' desks | 6 |
| 5. | Stolovi za previjanje/ Baby changing tables | 2 |
| 6. | Dječiji krevetići/ Children's beds | 170 |
| 7. | Oglasne table/ Bulletin boards | 2 |
| 8. | Školske table/ School boards | 2 |
| 9. | Ormari za učionice/ Classrooms wardrobes | 7 |
| 10. | Police/ Shelves | 14 |
| 11. | Ormari za dječiju garderobu/ Wardrobes for children's clothes | 150 |
| 12. | Klupice uz dječiji garderober/ Children's wardrobe benches | 6 |
| 13. | Kancelarijski stolovi/ Office desks | 5 |
| 14. | Kancelarijske stolice/ Office chairs | 12 |
| 15. | Kancelarijski ormari/ Office wardrobes | 3 |



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| --- | --- | --- |
| MOJKOVAC *(1 facility)* | | |
|  | Namještaj/Furniture | Broj komada/ quantity |
| 1. | Dječije stolice/ Children's chairs | 130 |
| 2. | Dječiji stolovi/ Children's desks | 50 |
| 3. | Stolice za vaspitače/ Teachers' chair | 6 |
| 4. | Stolovi za vaspitače/ Teachers' desks | 6 |
| 5. | Stolovi za previjanje/ Baby changing tables | 2 |
| 6. | Dječiji krevetići/ Children's beds | 60 |
| 7. | Oglasne table/ Bulletin boards | 2 |
| 8. | Školske table/ School boards | 4 |
| 9. | Ormari za učionice/ Classrooms wardrobes | 12 |
| 10. | Police/ Shelves | 12 |
| 11. | Ormari za dječiju garderobu/ Wardrobes for children's clothes | 160 |
| 12. | Klupice uz dječiji garderober/ Children's wardrobe benches | 12 |
| 13. | Kancelarijski stolovi/ Office desks | 1 |
| 14. | Kancelarijske stolice/ Office chairs | 3 |
| 15. | Kancelarijski ormari/ Office wardrobes | 6 |



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| --- | --- | --- |
| PLUŽINE *(2 facilities)* | | |
|  | Namještaj/Furniture | Broj komada/ quantity |
| 1. | Dječije stolice/ Children's chairs | 40 |
| 2. | Dječiji stolovi/ Children's desks | 12 |
| 3. | Stolice za vaspitače/ Teachers' chair | 6 |
| 4. | Stolovi za vaspitače/ Teachers' desks | 2 |
| 5. | Stolovi za previjanje/ Baby changing tables | 1 |
| 6. | Dječiji krevetići/ Children's beds | 0 |
| 7. | Oglasne table/ Bulletin boards | 6 |
| 8. | Školske table/ School boards | 2 |
| 9. | Ormari za učionice/ Classrooms wardrobes | 1 |
| 10. | Police/ Shelves | 3 |
| 11. | Ormari za dječiju garderobu/ Wardrobes for children's clothes | 5 |
| 12. | Klupice uz dječiji garderober/ Children's wardrobe benches | 6 |
| 13. | Kancelarijski stolovi/ Office desks | 1 |
| 14. | Kancelarijske stolice/ Office chairs | 6 |
| 15. | Kancelarijski ormari/ Office wardrobes | 2 |



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| --- | --- | --- |
| PLAV *(3 facilities)* | | |
|  | Namještaj/Furniture | Broj komada/ quantity |
| 1. | Dječije stolice/ Children's chairs | 165 |
| 2. | Dječiji stolovi/ Children's desks | 30 |
| 3. | Stolice za vaspitače/ Teachers' chair | 15 |
| 4. | Stolovi za vaspitače/ Teachers' desks | 8 |
| 5. | Stolovi za previjanje/ Baby changing tables | 0 |
| 6. | Dječiji krevetići/ Children's beds | 70 |
| 7. | Oglasne table/ Bulletin boards | 15 |
| 8. | Školske table/ School boards | 0 |
| 9. | Ormari za učionice/ Classrooms wardrobes | 20 |
| 10. | Police/ Shelves | 10 |
| 11. | Ormari za dječiju garderobu/ Wardrobes for children's clothes | 28 |
| 12. | Klupice uz dječiji garderober/ Children's wardrobe benches | 28 |
| 13. | Kancelarijski stolovi/ Office desks | 4 |
| 14. | Kancelarijske stolice/ Office chairs | 4 |
| 15. | Kancelarijski ormari/ Office wardrobes | 4 |



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| --- | --- | --- |
| PLJEVLJA *(4 facilities)* | | |
|  | Namještaj/Furniture | Broj komada/ quantity |
| 1. | Dječije stolice/ Children's chairs | 370 |
| 2. | Dječiji stolovi/ Children's desks | 86 |
| 3. | Stolice za vaspitače/ Teachers' chair | 13 |
| 4. | Stolovi za vaspitače/ Teachers' desks | 18 |
| 5. | Stolovi za previjanje/ Baby changing tables | 7 |
| 6. | Dječiji krevetići/ Children's beds | 95 |
| 7. | Oglasne table/ Bulletin boards | 9 |
| 8. | Školske table/ School boards | 0 |
| 9. | Ormari za učionice/ Classrooms wardrobes | 33 |
| 10. | Police/ Shelves | 71 |
| 11. | Ormari za dječiju garderobu/ Wardrobes for children's clothes | 130 |
| 12. | Klupice uz dječiji garderober/ Children's wardrobe benches | 25 |
| 13. | Kancelarijski stolovi/ Office desks | 0 |
| 14. | Kancelarijske stolice/ Office chairs | 1 |
| 15. | Kancelarijski ormari/ Office wardrobes | 0 |



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| --- | --- | --- |
| ROŽAJE *(1 facility)* | | |
|  | Namještaj/Furniture | Broj komada/ quantity |
| 1. | Dječije stolice/ Children's chairs | 80 |
| 2. | Dječiji stolovi/ Children's desks | 30 |
| 3. | Stolice za vaspitače/ Teachers' chair | 20 |
| 4. | Stolovi za vaspitače/ Teachers' desks | 0 |
| 5. | Stolovi za previjanje/ Baby changing tables | 4 |
| 6. | Dječiji krevetići/ Children's beds | 50 |
| 7. | Oglasne table/ Bulletin boards | 0 |
| 8. | Školske table/ School boards | 0 |
| 9. | Ormari za učionice/ Classrooms wardrobes | 3 |
| 10. | Police/ Shelves | 3 |
| 11. | Ormari za dječiju garderobu/ Wardrobes for children's clothes | 0 |
| 12. | Klupice uz dječiji garderober/ Children's wardrobe benches | 5 |
| 13. | Kancelarijski stolovi/ Office desks | 1 |
| 14. | Kancelarijske stolice/ Office chairs | 2 |
| 15. | Kancelarijski ormari/ Office wardrobes | 0 |



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| --- | --- | --- |
| ŠAVNIK *(1 facility)* | | |
|  | Namještaj/Furniture | Broj komada/ quantity |
| 1. | Dječije stolice/ Children's chairs | 5 |
| 2. | Dječiji stolovi/ Children's desks | 3 |
| 3. | Stolice za vaspitače/ Teachers' chair | 2 |
| 4. | Stolovi za vaspitače/ Teachers' desks | 1 |
| 5. | Stolovi za previjanje/ Baby changing tables | 1 |
| 6. | Dječiji krevetići/ Children's beds | 4 |
| 7. | Oglasne table/ Bulletin boards | 1 |
| 8. | Školske table/ School boards | 1 |
| 9. | Ormari za učionice/ Classrooms wardrobes | 2 |
| 10. | Police/ Shelves | 2 |
| 11. | Ormari za dječiju garderobu/ Wardrobes for children's clothes | 2 |
| 12. | Klupice uz dječiji garderober/ Children's wardrobe benches | 2 |
| 13. | Kancelarijski stolovi/ Office desks | 1 |
| 14. | Kancelarijske stolice/ Office chairs | 2 |
| 15. | Kancelarijski ormari/ Office wardrobes | 9 |



***CENTRAL REGION***

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| --- | --- | --- |
| PODGORICA *(29 facilities)* | | |
|  | Namještaj/Furniture | Broj komada/ quantity |
| 1. | Dječije stolice/ Children's chairs | 3065 |
| 2. | Dječiji stolovi/ Children's desks | 582 |
| 3. | Stolice za vaspitače/ Teachers' chair | 221 |
| 4. | Stolovi za vaspitače/ Teachers' desks | 138 |
| 5. | Stolovi za previjanje/ Baby changing tables | 63 |
| 6. | Dječiji krevetići/ Children's beds | 3180 |
| 7. | Oglasne table/ Bulletin boards | 50 |
| 8. | Školske table/ School boards | 38 |
| 9. | Ormari za učionice/ Classrooms wardrobes | 270 |
| 10. | Police/ Shelves | 399 |
| 11. | Ormari za dječiju garderobu/ Wardrobes for children's clothes | 113 |
| 12. | Klupice uz dječiji garderober/ Children's wardrobe benches | 114 |
| 13. | Kancelarijski stolovi/ Office desks | 36 |
| 14. | Kancelarijske stolice/ Office chairs | 52 |
| 15. | Kancelarijski ormari/ Office wardrobes | 13 |
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| --- | --- | --- |
| DANILOVGRAD *(8 facilities)* | | |
|  | Namještaj/Furniture | Broj komada/ quantity |
| 1. | Dječije stolice/ Children's chairs | 43 |
| 2. | Dječiji stolovi/ Children's desks | 7 |
| 3. | Stolice za vaspitače/ Teachers' chair | 4 |
| 4. | Stolovi za vaspitače/ Teachers' desks | 1 |
| 5. | Stolovi za previjanje/ Baby changing tables | 0 |
| 6. | Dječiji krevetići/ Children's beds | 71 |
| 7. | Oglasne table/ Bulletin boards | 4 |
| 8. | Školske table/ School boards | 0 |
| 9. | Ormari za učionice/ Classrooms wardrobes | 2 |
| 10. | Police/ Shelves | 8 |
| 11. | Ormari za dječiju garderobu/ Wardrobes for children's clothes | 2 |
| 12. | Klupice uz dječiji garderober/ Children's wardrobe benches | 2 |
| 13. | Kancelarijski stolovi/ Office desks | 2 |
| 14. | Kancelarijske stolice/ Office chairs | 3 |
| 15. | Kancelarijski ormari/ Office wardrobes | 3 |

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| --- | --- | --- |
| CETINJE *(2 facilities)* | | |
|  | Namještaj/Furniture | Broj komada/ quantity |
| 1. | Dječije stolice/ Children's chairs | 40 |
| 2. | Dječiji stolovi/ Children's desks | 9 |
| 3. | Stolice za vaspitače/ Teachers' chair | 11 |
| 4. | Stolovi za vaspitače/ Teachers' desks | 4 |
| 5. | Stolovi za previjanje/ Baby changing tables | 2 |
| 6. | Dječiji krevetići/ Children's beds | 40 |
| 7. | Oglasne table/ Bulletin boards | 4 |
| 8. | Školske table/ School boards | 0 |
| 9. | Ormari za učionice/ Classrooms wardrobes | 2 |
| 10. | Police/ Shelves | 2 |
| 11. | Ormari za dječiju garderobu/ Wardrobes for children's clothes | 0 |
| 12. | Klupice uz dječiji garderober/ Children's wardrobe benches | 2 |
| 13. | Kancelarijski stolovi/ Office desks | 5 |
| 14. | Kancelarijske stolice/ Office chairs | 6 |
| 15. | Kancelarijski ormari/ Office wardrobes | 3 |

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| --- | --- | --- |
| NIKŠIĆ *(17 facilities)* | | |
|  | Namještaj/Furniture | Broj komada/quantity |
| 1. | Dječije stolice/ Children's chairs | 273 |
| 2. | Dječiji stolovi/ Children's desks | 104 |
| 3. | Stolice za vaspitače/ Teachers' chair | 52 |
| 4. | Stolovi za vaspitače/ Teachers' desks | 48 |
| 5. | Stolovi za previjanje/ Baby changing tables | 12 |
| 6. | Dječiji krevetići/ Children's beds | 285 |
| 7. | Oglasne table/ Bulletin boards | 2 |
| 8. | Školske table/ School boards | 0 |
| 9. | Ormari za učionice/ Classrooms wardrobes | 42 |
| 10. | Police/ Shelves | 44 |
| 11. | Ormari za dječiju garderobu/ Wardrobes for children's clothes | 18 |
| 12. | Klupice uz dječiji garderober/ Children's wardrobe benches | 18 |
| 13. | Kancelarijski stolovi/ Office desks | 2 |
| 14. | Kancelarijske stolice/ Office chairs | 12 |
| 15. | Kancelarijski ormari/ Office wardrobes | 1 |

**

***SOUTHERN REGION***

|  |  |  |
| --- | --- | --- |
| BAR *(11 facilities)* | | |
|  | Namještaj/Furniture | Broj komada/ quantity |
| 1. | Dječije stolice/ Children's chairs | 217 |
| 2. | Dječiji stolovi/ Children's desks | 34 |
| 3. | Stolice za vaspitače/ Teachers' chair | 26 |
| 4. | Stolovi za vaspitače/ Teachers' desks | 4 |
| 5. | Stolovi za previjanje/ Baby changing tables | 1 |
| 6. | Dječiji krevetići/ Children's beds | 296 |
| 7. | Oglasne table/ Bulletin boards | 1 |
| 8. | Školske table/ School boards | 0 |
| 9. | Ormari za učionice/ Classrooms wardrobes | 13 |
| 10. | Police/ Shelves | 11 |
| 11. | Ormari za dječiju garderobu/ Wardrobes for children's clothes | 15 |
| 12. | Klupice uz dječiji garderober/ Children's wardrobe benches | 2 |
| 13. | Kancelarijski stolovi/ Office desks | 3 |
| 14. | Kancelarijske stolice/ Office chairs | 4 |
| 15. | Kancelarijski ormari/ Office wardrobes | 2 |



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| --- | --- | --- |
| BUDVA *(5 facilities)* | | |
|  | Namještaj/Furniture | Broj komada/ quantity |
| 1. | Dječije stolice/ Children's chairs | 1467 |
| 2. | Dječiji stolovi/ Children's desks | 260 |
| 3. | Stolice za vaspitače/ Teachers' chair | 71 |
| 4. | Stolovi za vaspitače/ Teachers' desks | 35 |
| 5. | Stolovi za previjanje/ Baby changing tables | 16 |
| 6. | Dječiji krevetići/ Children's beds | 1250 |
| 7. | Oglasne table/ Bulletin boards | 43 |
| 8. | Školske table/ School boards | 12 |
| 9. | Ormari za učionice/ Classrooms wardrobes | 48 |
| 10. | Police/ Shelves | 234 |
| 11. | Ormari za dječiju garderobu/ Wardrobes for children's clothes | 91 |
| 12. | Klupice uz dječiji garderober/ Children's wardrobe benches | 97 |
| 13. | Kancelarijski stolovi/ Office desks | 28 |
| 14. | Kancelarijske stolice/ Office chairs | 42 |
| 15. | Kancelarijski ormari/ Office wardrobes | 32 |



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| --- | --- | --- |
| TIVAT *(3 facilities)* | | |
|  | Namještaj/Furniture | Broj komada/ quantity |
| 1. | Dječije stolice/ Children's chairs | 230 |
| 2. | Dječiji stolovi/ Children's desks | 56 |
| 3. | Stolice za vaspitače/ Teachers' chair | 14 |
| 4. | Stolovi za vaspitače/ Teachers' desks | 7 |
| 5. | Stolovi za previjanje/ Baby changing tables | 2 |
| 6. | Dječiji krevetići/ Children's beds | 130 |
| 7. | Oglasne table/ Bulletin boards | 14 |
| 8. | Školske table/ School boards | 0 |
| 9. | Ormari za učionice/ Classrooms wardrobes | 13 |
| 10. | Police/ Shelves | 24 |
| 11. | Ormari za dječiju garderobu/ Wardrobes for children's clothes | 28 |
| 12. | Klupice uz dječiji garderober/ Children's wardrobe benches | 22 |
| 13. | Kancelarijski stolovi/ Office desks | 0 |
| 14. | Kancelarijske stolice/ Office chairs | 0 |
| 15. | Kancelarijski ormari/ Office wardrobes | 2 |



|  |  |  |
| --- | --- | --- |
| ULCINJ *(5 facilities)* | | |
|  | Namještaj/Furniture | Broj komada/ quantity |
| 1. | Dječije stolice/ Children's chairs | 310 |
| 2. | Dječiji stolovi/ Children's desks | 57 |
| 3. | Stolice za vaspitače/ Teachers' chair | 11 |
| 4. | Stolovi za vaspitače/ Teachers' desks | 10 |
| 5. | Stolovi za previjanje/ Baby changing tables | 4 |
| 6. | Dječiji krevetići/ Children's beds | 95 |
| 7. | Oglasne table/ Bulletin boards | 5 |
| 8. | Školske table/ School boards | 0 |
| 9. | Ormari za učionice/ Classrooms wardrobes | 10 |
| 10. | Police/ Shelves | 58 |
| 11. | Ormari za dječiju garderobu/ Wardrobes for children's clothes | 6 |
| 12. | Klupice uz dječiji garderober/ Children's wardrobe benches | 11 |
| 13. | Kancelarijski stolovi/ Office desks | 5 |
| 14. | Kancelarijske stolice/ Office chairs | 18 |
| 15. | Kancelarijski ormari/ Office wardrobes | 8 |



**Total quantities per item for Kindergartens**

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|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 2. List of Related Services and Completion Schedule | | | | | |
| **Service** | **Description of Service** | **Quantity1** | **Physical Unit** | **Place where Services shall be performed** | **Final Completion Date(s) of Services** |
|
| 1 | Delivery, unloading and on-site assembly of furniture | *-* | *-* | *[In accordance with table* ***/Schedule of Delivery]*** | 20 weeks from the contract signature |
| 2 | Warranty and aftersales services will be specified by the bidder in line with the requirements given in the Technical Specification and Section VII. |  |  | *[In accordance with table* ***/Schedule of Delivery]*** |  |

3. Technical Specifications

***To fill in the technical specifications form, see the separate folder under the heading: Section VII Technical Specification***

**Requirements:**

**The Bidders are obliged to submit photographs/catalog or graphic drawings for all items of procurement in the specification. On each submitted photo/graphic drawing of the furniture, indicate the serial number of the item from the financial part of the offer.**

4. Drawings

-N/A-

5. Inspections and Tests

The following inspections and tests shall be performed:

1. Inspections and tests of Equipment / Goods shall be conducted at the premises of the Purchaser at final destination.
2. The Purchaser, with full cooperation and assistance from the Supplier, shall conduct formal Acceptance tests of the delivered Goods to verify their conformance with the Contract requirements.

The promoter will inspect the equipment at his own expense based on the principle of a random sample that will be sent to a certified institution to verify the fulfillment of the conditions given in the tender documentation.. If the test results are negative, the supplier will be obliged to withdraw the entire quantity of products delivered since the last inspeciton of the same type of item for which a negative test result was received regardless of whether the goods have already been delivered or the record of receipt has been signed.

In a case of first or only one inspection the supplier will be obliged to withdraw the entire quantity of products received until inpsection took a place.

Each inspection will consist of testing samples in certified laboratories and in the manner shown in the table below:

|  |  |  |
| --- | --- | --- |
| **No.** | **Type of item** | **Number of inspections** |
| 1 | Primary and secondary school chairs for all three ages | 2 |
| 2 | Primary and secondary school tables for all three ages | 2 |
| 3 | Kindergartens chairs | 2 |
| 4 | Kindergartens tables | 2 |
| 5 | Bed for children | 1 |
| 6 | Chair for teachers | 2 |

1. The Supplier shall provide the necessary input to the Acceptance testing.
2. The place of acceptance of the supplies shall be specified in the List , the time limits for delivery shall be 20 weeks from the contract signature date by both parties and the Incoterm applicable shall be DDP (Ref: <https://iccwbo.org/business-solutions/incoterms-rules/incoterms-2020/>) . The delivery period of tasks shall run from the commencement date and end on the date of issuance of the certificate for provisional acceptance.
3. Final Acceptance Certificate is issued when the Goods have met the standard(s) of performance defined in the Technical Specifications and in the Supplier's bid, i.e. when all furniture are assembled and the Certificate is signed by both parties.

6. Warranty period

1. The warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**.
2. The warranty period starts from the day of the signed Certificate of Acceptance of the contracted goods. If, during the warranty period, it turns out that the delivered goods have defects in material or workmanship, or problems arise in their functional correctness, which are not the result of improper handling by the Customer, i.e. handling the goods in accordance with the manufacturer's instructions, the Supplier will be obliged to at his own expense, repair the goods or possibly replace them (if he is unable to repair them), within 7 days from the date of receipt of the notification by the Ordering Party (via fax system or e-mail message). The response time for a reported product complaint is 48 hours from the moment of the report. The problem must be resolved within one week. Replaced goods must have a new warranty period under the same conditions as originally delivered, while for goods that could not be used due to repair, the warranty period is extended for a period equal to the period during which the equipment could not be used.

The supplier should provide **a declaration of a warranty priod**, not less than one year. In case of not fixing the equipment, the supplier should provide new equipment, similar or more advanced.

1. The bidder should submit a **list of spare parts** and the period during which the bidder guarantees their availability after the expiration of the warranty period.

7. List of standards

When submitting the attestation, certificate and other evidence of the fulfillment of the quality and conditions required in the RfP, it is necessary to emphasize which standards they include and group them in the manner given in the document below:

**List of European directives, regulations and standards that must be applied and which refer to the basic and raw material, hardware and final product, in order to design, manufacture or test and prove quality (a number of directives, regulations and standards apply to certain products)**

* Seating furniture for different purposes - chairs for preschool children, chairs for school children, desk chairs, computer desk chairs, work armchairs, office chairs, chairs that are not intended for use in households,

Controlling functional measures, stability, safety, durability, surface resistance, material quality and manufacturing quality:

1. EN 581-1:2017 Outdoor furniture - Seating and tables for camping, domestic and contract use - Part 1: General safety requirements
2. EN 581-2:2015 EN 581-2:2015/AC:2016 Outdoor furniture - Seating and tables for camping, domestic and contract use - Part 2: Mechanical safety requirements and test methods for seating
3. EN 1022:2018 Furniture - Seating - Determination of stability
4. EN 1728:2012 EN 1728:2012/AC:2013 Furniture - Seating - Test methods for the determination of strength and durability
5. EN 1729-1:2015 Furniture - Chairs and tables for educational institutions - Part 1: Functional dimensions
6. EN 1729-2:2012+A1:2015 Furniture - Chairs and tables for educational institutions - Part 2: Safety requirements and test methods
7. EN 1335-1:2020 Office furniture - Office work chair - Part 1: Dimensions - Determination of dimensions
8. EN 1335-2:2018 Office furniture - Office work chair - Part 2: Safety requirements
9. ISO 4211-2:2013 Furniture — Tests for surface finishes — Part 2: Assessment of resistance to wet heat
10. ISO 4211-3:2013 Furniture — Tests for surface finishes — Part 3: Assessment of resistance to dry heat
11. ISO 4211-4:1988 Furniture — Tests for surfaces — Part 4: Assessment of resistance to impact
12. ISO 5970:1979 Furniture — Chairs and tables for educational institutions — Functional sizes
13. ISO 7174-1:1988 Furniture — Chairs — Determination of stability — Part 1: Upright chairs and stools
14. EN 1021-1 Furniture – Assessment of the ignitability of upholstered furniture – Part 1: Ignition source smouldering cigarette
15. EN 1021-2 Furniture – Assessment of the ignitability of upholstered furniture – Part 2: Ignition source match flame equivalent
16. EN 12520:2015 Furniture - Strength, durability and safety - Requirements for domestic seating
17. EN 12720:2009+A1:2013 Furniture - Assessment of surface resistance to cold liquids
18. EN 12721:2009+A1:2013 Furniture - Assessment of surface resistance to wet heat
19. EN 12722:2009+A1:2013 Furniture - Assessment of surface resistance to dry heat
20. EN 13721:2023 Furniture - Assessment of the surface reflectance
21. EN 13722:2004 Furniture - Assessment of the surface gloss
22. CEN/TR 14699:2004 Office furniture – Terminology
23. EN 15185:2011 Furniture - Assessment of the surface resistance to abrasion
24. EN 15186:2012 Furniture - Assessment of the surface resistance to scratching
25. EN 15187:2006 Furniture - Assessment of the effect of light exposure
26. EN 16139:2013 EN 16139:2013/AC:2013 Furniture - Strength, durability and safety - Requirements for non-domestic seating
27. CEN/TS 16209:2022 Furniture - Classification for properties for furniture surfaces
28. EN 16611:2023 Furniture - Assessment of the surface resistance to microscratching
29. EN 17191:2021 Children’s Furniture - Seating for children - Safety requirements and test methods

* Tables for different purposes - a table for preschool children, a table for school, a desk, a conference table, a computer table, tables that are not intended for household use, ,

Controlling functional measures, stability, safety, durability, surface resistance, material quality and manufacturing quality:

1. EN 527-1:2011 Office furniture - Work tables and desks - Part 1: Dimensions
2. EN 527-2:2016+A1:2019 Office furniture - Work tables - Part 2: Safety, strength and durability requirements
3. EN ISO 527-3:2018 Plastics - Determination of tensile properties - Part 3: Test conditions for films and sheets
4. EN ISO 527-2:2012 Office furniture - Work tables - Part 2: Safety, strength and durability requirements
5. EN 581-1:2017 Outdoor furniture - Seating and tables for camping, domestic and contract use - Part 1: General safety requirements
6. EN 581-3:2017 Outdoor furniture - Seating and tables for camping, domestic and contract use - Part 3: Mechanical safety requirements for tables
7. EN 1729-1:2015 EN 1729-1:2015/AC:2016 Furniture - Chairs and tables for educational institutions - Part 1: Functional dimensions
8. EN 1729-2:2012+A1:2015 Furniture - Chairs and tables for educational institutions - Part 2: Safety requirements and test methods
9. EN 1730:2012 Furniture - Tables - Test methods for the determination of stability, strength and durability
10. ISO 4211-2:2013 Furniture — Tests for surface finishes — Part 2: Assessment of resistance to wet heat
11. ISO 4211-3:2013 Furniture — Tests for surface finishes — Part 3: Assessment of resistance to dry heat
12. ISO 4211-4:1988 Furniture — Tests for surfaces — Part 4: Assessment of resistance to impact
13. ISO 5970:1979 Furniture — Chairs and tables for educational institutions — Functional sizes
14. EN 12521:2015 Furniture - Safety, strength and durability - Requirements for domestic tables
15. EN 12720:2009+A1:2013 Furniture - Assessment of surface resistance to cold liquids
16. EN 12721:2009+A1:2013 Furniture - Assessment of surface resistance to wet heat
17. EN 12722:2009+A1:2013 Furniture - Assessment of surface resistance to dry heat
18. EN 13150:2020 Workbenches for laboratories in educational institutions - Dimensions, safety and durability requirements and test methods
19. EN 13721:2023 Furniture - Assessment of the surface reflectance
20. EN 13722:2004 Furniture - Assessment of the surface gloss
21. EN 14074:2004 Office furniture - Tables and desks and storage furniture - Test methods for the determination of strength and durability of moving parts
22. CEN/TR 14699:2004 Office furniture – Terminology
23. EN 15185:2011 Furniture - Assessment of the surface resistance to abrasion
24. EN 15186:2012 Furniture - Assessment of the surface resistance to scratching
25. EN 15187:2006 Furniture - Assessment of the effect of light exposure
26. EN 15372:2016 Furniture - Strength, durability and safety - Requirements for non-domestic tables
27. CEN/TS 16209:2022 Furniture - Classification for properties for furniture surfaces
28. EN 16611:2023 Furniture - Assessment of the surface resistance to microscratching
29. ISO 21016:2007 Office furniture — Tables and desks — Test methods for the determination of stability, strength and durability

* Furniture for storing and storing items and changing babies - cupboards, wardrobes, chests of drawers, shelves, changing chests

Controlling functional measures, stability, safety, durability, surface resistance, material quality and manufacturing quality:

1. ISO 4211-2:2013 Furniture — Tests for surface finishes — Part 2: Assessment of resistance to wet heat
2. ISO 4211-3:2013 Furniture — Tests for surface finishes — Part 3: Assessment of resistance to dry heat
3. ISO 4211-4:1988 Furniture — Tests for surfaces — Part 4: Assessment of resistance to impact
4. ISO 7170:2021 Furniture — Storage units — Test methods for the determination of strength, durability and stability
5. EN 12221-1:2008+A1:2013 Child use and care articles - Changing units for domestic use - Part 1: Safety requirements
6. EN 12221-2:2008+A1:2013 Child use and care articles - Changing units for domestic use - Part 2: Test methods
7. EN 12720:2009+A1:2013 Furniture - Assessment of surface resistance to cold liquids
8. EN 12721:2009+A1:2013 Furniture - Assessment of surface resistance to wet heat
9. EN 12722:2009+A1:2013 Furniture - Assessment of surface resistance to dry heat
10. EN 13150:2020 Workbenches for laboratories in educational institutions - Dimensions, safety and durability requirements and test methods
11. EN 13721:2023 Furniture - Assessment of the surface reflectance
12. EN 13722:2004 Furniture - Assessment of the surface gloss
13. CEN/TR 14073-1:2004 Office furniture - Storage furniture - Part 1: Dimensions
14. EN 14073-2:2004 Office furniture - Storage furniture - Part 2: Safety requirements
15. EN 14073-3:2004 Office furniture - Storage furniture - Part 3: Test methods for the determination of stability and strength of the structure
16. EN 14074:2004 Office furniture - Tables and desks and storage furniture - Test methods for the determination of strength and durability of moving parts
17. CEN/TR 14699:2004 Office furniture – Terminology
18. EN 14749:2016+A1:2022 Furniture - Domestic and kitchen storage units and kitchen-worktops - Safety requirements and test methods
19. EN 15185:2011 Furniture - Assessment of the surface resistance to abrasion
20. EN 15186:2012 Furniture - Assessment of the surface resistance to scratching
21. EN 15187:2006 Furniture - Assessment of the effect of light exposure
22. EN 16121:2013+A1:2017 Non-domestic storage furniture - Requirements for safety, strength, durability and stability
23. EN 16122:2012 Domestic and non-domestic storage furniture - Test methods for the determination of strength, durability and stability
24. CEN/TS 16209:2022 Furniture - Classification for properties for furniture surfaces
25. EN 16611:2023 Furniture - Assessment of the surface resistance to microscratching

* School blackboards:

1. BS 476-7:1997 Fire tests on building materials and structures Method of test to determine the classification of the surface spread of flame of products
2. EN 1021-1:2014 Furniture - Assessment of the ignitability of upholstered furniture - Part 1: Ignition source smouldering cigarette
3. EN 1021-2:2014 Furniture - Assessment of the ignitability of upholstered furniture - Part 2: Ignition source match flame equivalent
4. EN 13501-1:2018 Fire classification of construction products and building elements - Part 1: Classification using data from reaction to fire tests
5. EN 14434:2010 Writing boards for educational institutions - Ergonomic, technical and safety requirements and their test methods
6. BS 5867-2:2008 Fabrics for curtains, drapes and window blinds Flammability requirements. Specification

* Beds for children:

1. XP S54 045 : 2003 XP Childrens rest beds for domestic or collective use – safety requirements and test methods
2. EN 716-1:2017+AC:2019 Furniture - Children's cots and folding cots for domestic use - Part 1: Safety requirements
3. EN 716-2:2017 Furniture - Children's cots and folding cots for domestic use - Part 2: Test methods
4. ISO 7175-1:2019 Furniture — Children's cots and folding cots for domestic use — Part 1: Safety requirements
5. BS 7177:2008+A1:2011 This standard BS 7177:2008+A1:2011 Specification for resistance to ignition of mattresses, mattress pads, divans and bed bases is classified in these ICS categories:97.140 Furniture

* Basic material and raw material:

1. EN 120:1992 Wood based panels - Determination of formaldehyde content - Extraction method called the perforator method
2. EN 204:2016 Classification of thermoplastic wood adhesives for non-structural applications
3. EN 309:2005 Particleboards - Definition and classification
4. EN 310:1993 Wood-based panels - Determination of modulus of elasticity in bending and of bending strength
5. EN 311:2002 Wood-based panels - Surface soundness - Test method
6. EN 312:2010 Particleboards – Specifications
7. EN 316:2009 Wood fibre boards - Definition, classification and symbols
8. EN 317:1993 Particleboards and fibreboards - Determination of swelling in thickness after immersion in water
9. EN 318:2002 Wood based panels - Determination of dimensional changes associated with changes in relative humidity
10. EN 319:1993 Particleboards and fibreboards - Determination of tensile strength perpendicular to the plane of the board
11. EN 321:2001 Wood-based panels - Determination of moisture resistance under cyclic test conditions
12. EN 322:1993 Wood-based panels - Determination of moisture content
13. EN 323:1993 Wood-based panels - Determination of density
14. EN 324-1:1993 Wood-based panels - Determination of dimensions of boards - Part 1: Determination of thickness, width and length
15. EN 324-2:1993 Wood-based panels - Determination of dimensions
16. EN 382-1:1993 Fibreboards - Determination of surface absorption - Part 1: Test method for dry process fibreboards
17. EN 382-2:1993 Fibreboards - Determination of surface absorption - Part 2: Test method for hardboards
18. EN 438-2:2016+A1:2018 High-pressure decorative laminates (HPL) - Sheets based on thermosetting resins (usually called laminates) - Part 2: Determination
19. EN 438-3:2016 High-pressure decorative laminates (HPL) - Sheets based on thermosetting resins (usually called laminates) - Part 3: Classification and specifications for laminates less than 2 mm thick intended for bonding to supporting substrates
20. EN 438-4:2016 High-pressure decorative laminates (HPL) - Sheets based on thermosetting resins (usually called laminates) - Part 4: Classification and specifications for compact laminates of thickness 2 mm and greater
21. EN 438-8:2018 High-pressure decorative laminates (HPL) - Sheets based on thermosetting resins (usually called laminates) - Part 8: Classification and specifications for design laminates
22. EN 438-9:2017 High-pressure decorative laminates (HPL) - Sheets based on thermosetting resins (usually called laminates) - Part 9: Classification and specifications for alternative core laminates
23. EN 622-1:2003 Fibreboards - Specifications - Part 1: General requirements
24. EN 622-2:2004 Fibreboards - Specifications - Part 2: Requirements for hardboards
25. EN 622-3:2004 Fibreboards - Specifications - Part 3: Requirements for medium boards
26. EN 622-5:2009 Fibreboards - Specifications - Part 5: Requirements for dry process boards (MDF
27. EN 717-1:2004 Wood-based panels - Determination of formaldehyde release - Part 1: Formaldehyde emission by the chamber method
28. EN 717-3:1996 Wood-based panels - Determination of formaldehyde release - Part 3: Formaldehyde release by the flask method
29. EN 975-1:2009 EN 975-1:2009/AC:2010 Sawn timber - Appearance grading of hardwoods - Part 1: Oak and beech
30. EN 1021-1:2014 Furniture - Assessment of the ignitability of upholstered furniture - Part 1: Ignition source smouldering cigarette
31. EN 1021-2:2014 Furniture - Assessment of the ignitability of upholstered furniture - Part 2: Ignition source match flame equivalent
32. EN 1058: Wood-based panels - Determination of characteristic 5-percentile values and characteristic mean values
33. EN 1087-1:1995 Particleboards - Determination of moisture resistance - Part 1: Boil test
34. EN 1363-1 :2020 Fire resistance tests - Part 1: General requirements
35. EN ISO 5077:2008 Textiles - Determination of dimensional change in washing and drying (ISO 5077:2007
36. EN ISO 12460-3:2020 Wood-based panels - Determination of formaldehyde release - Part 3: Gas analysis method (ISO/FDIS 12460-3:2023)
37. EN ISO 12460-4:2016 Wood-based panels - Determination of formaldehyde release - Part 4: Desiccator method (ISO 12460-4:2016)
38. EN ISO 12460-5:2015 Wood-based panels - Determination of formaldehyde release - Part 5: Extraction method (called the perforator method) (ISO 12460-5:2015)
39. EN 13336:2022 Leather - Upholstery leather characteristics - Guide for selection of leather for furniture
40. EN 13501-1:2018 Fire classification of construction products and building elements - Part 1: Classification using data from reaction to fire tests
41. EN 13879:2002 Wood-based panels - Determination of edgewise bending properties of boards - Part 2: Determination of squareness and edge straightness
42. EN 13446:2002 Wood-based panels - Determination of withdrawal capacity of fasteners
43. EN 13986:2004+A1:2015 Wood-based panels for use in construction - Characteristics, evaluation of conformity and marking
44. EN 14322:2021 Wood-based panels - Melamine faced boards for interior uses - Definition, requirements and classification
45. EN 14323:2021 Wood-based panels - Melamine faced boards for interior uses - Test methods
46. EN 14465:2003/A1:2006 Textiles - Upholstery fabrics - Specification and methods of test
47. CEN/TS 14966:2005 Wood-based panels - Small scale indicative test methods for certain mechanical properties
48. EN 15618:2022 Rubber- or plastic-coated fabrics - Upholstery fabrics - Classification and methods of test
49. EN 16223-1:2022 Leather - Requirements for the designation and description of leather in upholstery and automotive interior applications - Part 1: Upholstery applications
50. BS 476-7:1997 Fire tests on building materials and structures Method of test to determine the classification of the surface spread of flame of products

* Fittings for furniture - slides, hinges, locks:

1. EN 1935:2002 EN 1935:2002/AC:2003 Building hardware - Single-axis hinges - Requirements and test methods
2. EN ISO 6270-2:2018 Paints and varnishes - Determination of resistance to humidity - Part 2: Condensation (in-cabinet exposure with heated water reservoir) (ISO 6270-2:2017)
3. EN ISO 9445-1:2010 Continuously cold-rolled stainless steel - Tolerances on dimensions and form - Part 1: Narrow strip and cut lengths (ISO 9445-1:2009)
4. EN 10025-1:2004 Hot rolled products of structural steels - Part 1: General technical delivery conditions
5. EN 10088-2:2014 Stainless steels - Part 2: Technical delivery conditions for sheet/plate and strip of corrosion resistant steels for general purposes
6. EN 10111:2008 Continuously hot rolled low carbon steel sheet and strip for cold forming - Technical delivery conditions
7. EN 10131:2006 Cold rolled uncoated and zinc or zinc-nickel electrolytically coated low carbon and high yield strength steel flat products for cold forming - Tolerances on dimensions and shape
8. EN 10139:2016/prA1 Cold rolled uncoated low carbon steel narrow strip for cold forming - Technical delivery conditions
9. EN 10152:2017 Electrolytically zinc coated cold rolled steel flat products for cold forming - Technical delivery conditions
10. EN 10268:2006+A1:2013 Cold rolled steel flat products with high yield strength for cold forming - Technical delivery conditions
11. EN 10219-2:2019 Cold formed welded steel structural hollow sections - Part 2: Tolerances, dimensions and sectional properties
12. EN 12209:2016 Building hardware - Mechanically operated locks and locking plates - Requirements and test methods
13. EN 12528:1998 Castors and wheels - Castors for furniture – Requirements
14. EN 13759:2012 Furniture - Operating mechanisms for seating and sofa-beds - Test methods
15. EN 14074:2004 Office furniture - Tables and desks and storage furniture - Test methods for the determination of strength and durability of moving parts
16. EN 14749:2016+A1:2022 Furniture - Domestic and kitchen storage units and kitchen-worktops - Safety requirements and test methods
17. EN 15338:2007+A1:2010 Hardware for furniture - Strength and durability of extension elements and their components
18. CEN/TR 15349:2006 Hardware for furniture - Terms for extension elements and their components
19. EN 15570:2008 Hardware for furniture - Strength and durability of hinges and their components - Hinges pivoting on a vertical axis
20. CEN/TR 15588:2007 Hardware for furniture - Terms for hinges and their components
21. EN 15828:2010 Hardware for furniture - Strength and durability of hinges and their components - Stays and hinges pivoting on a horizontal axis
22. EN 16014:2011 Hardware for furniture - Strength and durability of locking mechanisms
23. CEN/TR 16015:2010 Hardware for furniture - Terms for locking mechanisms
24. EN 16337:2013 Hardware for furniture - Strength and loading capacity of shelf supports
25. EN 17737:2022 Hardware for furniture - Test and evaluation methods for the corrosion resistance of furniture fittings
26. EN 17869:2023 Hardware for furniture - Test methods for strength and overload tests of connectors for furniture constructed from panel material

* Surface treatment - a list of standards that must be applied for the products specified in the technical specification for equipping kindergartens and schools in order to prove the quality of the surface treatment or to prove the safety of the applied coatings

Controlling the resistance of surfaces and evaluating surfaces:

1. EN ISO 2808:2019 Paints and varnishes - Determination of film thickness
2. EN ISO 2812-1:2017 Paints and varnishes - Determination of resistance to liquids - Part 1: Immersion in liquids other than water
3. EN ISO 2812-2:2018 Paints and varnishes - Determination of resistance to liquids - Part 2: Water immersion method
4. EN ISO 2812-3:2019 Paints and varnishes - Determination of resistance to liquids - Part 3: Method using an absorbent medium
5. EN ISO 2815:2003 Paints and varnishes - Buchholz indentation test
6. EN ISO 4624:2017 Paints and varnishes - Pull-off test for adhesion
7. EN ISO 11890-1:2007 Paints and varnishes - Determination of volatile organic compound (VOC) content - Part 1: Difference method
8. EN ISO 11890-2:2020 Paints and varnishes - Determination of volatile organic compounds(VOC) and/or semi volatile organic compounds (SVOC) content - Part 2: Gas-chromatographic method
9. EN ISO 11998:2006 Paints and varnishes - Determination of wet-scrub resistance and cleanability of coatings
10. EN 12720:2009+A1:2013 Furniture - Assessment of surface resistance to cold liquids
11. EN ISO 12944-1:2017 Paints and varnishes - Corrosion protection of steel structures by protective paint systems - Part 1: General introduction
12. EN 13722:2004 Furniture - Assessment of the surface gloss
13. EN 15060:2006 Paints and varnishes - Guide for the classification and selection of coating systems for wood based materials in furniture for interior use
14. EN ISO 15184:2020 Paints and varnishes - Determination of film hardness by pencil test
15. EN 15187:2006 Furniture - Assessment of the effect of light exposure
16. EN ISO 16000-11:2006 Indoor air - Part 11: Determination of the emission of volatile organic compounds from building products and furnishing - Sampling, storage of samples and preparation of test specimens
17. EN 17214:2019 Visual assessment of furniture surfaces
18. EN ISO 17895:2005 Paints and varnishes - Determination of the volatile organic compound content of low-VOC emulsion paints (in-can VOC)

* List of directives, regulations and standards for products that must be applied for the products listed in the technical specification for equipping kindergartens and schools

1. EN 71-1: Safety of toys - Part 1: Mechanical and physical properties
2. EN 71-2: Safety of toys - Part 1: Flammability
3. EN 71-3: Safety of toys - Part 1: Specification for migration of certain elements
4. EN 71-4: Safety of toys - Part 1: Experimental sets for chemistry and related activities
5. EN 71-5: Safety of toys - Part 1: Chemical toys (sets) other than experimental sets
6. EN 71-6: Safety of toys - Part 1: Graphical symbols for age warning labeling
7. EN 71-7: Safety of toys - Part 1: Finger paints
8. EN 71-8: Safety of toys - Part 1: Swings, slides and similar activity toys for indoor and outdoor family domestic use
9. EN 71-9: Safety of toys - Part 1: Organic chemical compounds – Requirement
10. EN 71-10: Safety of toys - Part 1: Organic chemical compounds – Sample preparation and extraction
11. EN 71-11: Safety of toys - Part 1: Organic chemical compounds – Methods of analysis
12. EN 71-12: Safety of toys - Part 1: N-nitrosamines and N-Nitrosatable Substances
13. EN 71-13: Safety of toys - Part 1: Olfactory board games, cosmetic kits, and gustative games
14. Directive 2001/95/EC on general product safety (GPSD)
15. EU Toy Safety Directive 2009/48/EC
16. Construction Products Directive (Council Directive 89/106/EEC) (CPD)
17. Regulation No. 305/2011 (Construction Products Regulation, or CPR
18. Rohs directive 2002/95/ec and test method IEC 62321/2nd CDV 111/95/cdv
19. The EU Timber Regulation No 995/2010 of the European Parliament and of the Council (EUTR)
20. Restricted Substances in Furniture - M3 Children's Furniture Regulation No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH)
21. The Packaging and Packaging Waste Directive (PPWD – Directive 94/62/EC)
22. Rohs directive 2002/95/ec and test method IEC 62321/2nd CDV 111/95/cdv
23. Programme for the Endorsement of Forest Certification (PEFC)
24. ISO 38200:2018 Chain of custody of wood and wood-based products
25. EN 17902:2022 Furniture - Circularity - Evaluation method for dis/re-assembly capability
26. Product safety data sheet (SDS) to view information relating to occupational safety and health; including chemical properties, health and environmental hazards, safety measures
27. Children's Domestic Furniture Industry Standard: General Safety Requirements FIRA-FRQG C001 2021
28. FIRA/FRQG C003: 2021 Furniture - Children’s domestic furniture – Tables & desks – Requirements for strength, stability and durability
29. FIRA/FRQG C004: 2016 +A1 2017 Furniture - Children’s domestic furniture – Storage furniture – Requirements for strength, stability and durability
30. CEN/TR 13387-2:2018 Child care articles - General safety guidelines - Part 2: Chemical hazards
31. CEN/TR 13387-1:2018 Child care articles - General safety guidelines - Part 1: Safety philosophy and safety assessment

PART 3 - Contract

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| 1. Definitions | | 1. The following words and expressions shall have the meanings hereby assigned to them:  “Bank” means the European Investment Bank.“Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.“Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.“Day” means calendar day.“Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.“GCC” means the General Conditions of Contract.“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.“Purchaser’s Country” is the country specified in the **Special Conditions of Contract** **(SCC).**“Purchaser” means the entity purchasing the Goods and Related Services, as **specified in the SCC.**“Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.“SCC” means the Special Conditions of Contract.“Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.“Supplier” means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.“The Project Site,” where applicable, means the place named in the **SCC.** | |
| 1. Contract Documents | | 1. Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole. | |
| 1. Fraud and Corruption | | * 1. The Bank requires compliance with the EIB’s Anti-Fraud Policy[[20]](#footnote-21) and its prevailing sanctions policies and procedures as set forth in the policy on preventing and deterring prohibited conduce in European Investment Bank activities. The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. | |
| 1. Interpretation | | 1. If the context so requires it, singular means plural and vice versa. 2. Incoterms  Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the** **SCC**.The terms EXW, CIP, FCA, CFR, DDP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.  1. Entire Agreement   The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.   1. Amendment   No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.   1. Nonwaiver  Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.  1. Severability   If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract. | |
| 1. Language | | * 1. The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC.** Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.   2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier. | |
| 1. Joint Venture, Consortium or Association | | * 1. If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser. | |
| 1. Eligibility | | * 1. The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.   2. All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. | |
| 1. Notices | | * 1. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC.** The term “in writing” means communicated in written form with proof of receipt.   2. A notice shall be effective when delivered or on the notice’s effective date, whichever is later. | |
| 1. Governing Law | * 1. The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC.**   2. Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s Country when   (a) as a matter of law or official regulations, the Promoter’s country prohibits commercial relations with that country; or   * 1. (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Promoter’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. |
| 1. Settlement of Disputes | * 1. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.   2. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC.**   3. Notwithstanding any reference to arbitration herein,      1. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and      2. the Purchaser shall pay the Supplier any monies due the Supplier. |
| 1. Inspections and Audit by the Bank | 1. The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs. 2. In further pursuance of this policy, Bidders shall grant the Purchaser, the European Investment Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right to inspect and copy their books and records and those of all their sub-contractors under the Contract. Bidders shall accept to preserve these books and records generally in accordance with applicable law but in any case, for at least six years from the date of bid submission and in the event they are awarded the Contract, at least six years from the date of substantial performance of the Contract. |
| 1. Scope of Supply | 1. The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements. |
| 1. Delivery and Documents | 1. Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC.** |
| 1. Supplier’s Responsibilities | 1. The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13. |
| 1. Contract Price | 1. Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the **SCC.** |
| 1. Terms of Payment | 1. The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.** 2. The Supplier’s request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfilment of all other obligations stipulated in the Contract. 3. Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it. 4. The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed. 5. In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC,** the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC,** for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award. |
| 1. Taxes and Duties | 1. For goods manufactured outside the Purchaser’s Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser’s Country.   17.2 For goods Manufactured within the Purchaser’s Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.  17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser’s Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent. |
| 1. Performance Security | 1. If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.** 2. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract. 3. As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser. 4. The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC.** |
| 1. Copyright | 1. The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party |
| 1. Confidential Information | 1. The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20. 2. The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract. 3. The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:  the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;now or hereafter enters the public domain through no fault of that party;can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; orotherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.  1. The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof. 2. The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract. |
| 1. Subcontracting | 1. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract. 2. Subcontracts shall comply with the provisions of GCC Clauses 3 and 7. |
| 1. Specifications and Standards | 1. Technical Specifications and Drawings  The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods’ country of origin.The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33. |
| 1. Packing and Documents | 1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit. 2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser. |
| 1. Insurance | 1. Unless otherwise specified in the **SCC,** the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC.** |
| 1. Transportation and Incidental Services | 1. Unless otherwise specified in the **SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms. |
|  | 1. The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:   (a) performance or supervision of on-site assembly and/or start‑up of the supplied Goods;  (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;  (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;  (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and  (e) training of the Purchaser’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.   1. Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services |
| 1. Inspections and Tests | 1. The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.** 2. The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods’ final destination, or in another place in the Purchaser’s Country as specified in the **SCC.** Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. 3. The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses. 4. Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection. 5. The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier’s reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier’s performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected. 6. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection. 7. The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4. 8. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract. |
| 1. Liquidated Damages | 1. Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35. |
| 1. Warranty | 1. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. 2. Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination. 3. Unless otherwise specified in the **SCC,** the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC,** or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier. 4. The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects. 5. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser. 6. If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. |
| 1. Patent Indemnity | 1. The Supplier shall, subject to the Purchaser’s compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:  the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; andthe sale in any country of the products produced by the Goods.Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.  1. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. 2. If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. 3. The Purchaser shall, at the Supplier’s request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing. 4. `The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser. |
| 1. Limitation of Liability | 1. Except in cases of criminal negligence or wilful misconduct,   (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and  (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement |
| 1. Change in Laws and Regulations | 1. Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser’s Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15. |
| 1. Force Majeure | 1. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. 2. For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. 3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. |
| 1. Change Orders and Contract Amendments | 1. The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:  drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;the method of shipment or packing;the place of delivery; andthe Related Services to be provided by the Supplier.  1. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.   Substantial amendments to the contract, including amendments to the total contract price, must be made by means of an addendum. Any contractual amendments must respect the general principles defined in the EIB Guide to procurement (GtP <https://www.eib.org/en/publications/guide-to-procurement>): “After the contract signature, any contract modification the cumulative effect of which causes an increase from the original contract price by more than 15% prior to its conclusion must be sent to the Bank(i.e. EIB).”  Subject to the limits of the procedure thresholds set in the EIB GtP, the contracting authority reserves the right to vary by an administrative order the quantities per lot or per item by +/- 100% during the validity of the contract. The total value of the supplies may not rise or fall as a result of the variation by more than 20% of the tender price. The unit prices quoted in the tender shall be applicable to the quantities procured under the variation.  The contracting authority shall have the power to order any amendment to any part of the supplies necessary for the proper completion and/or functioning of the supplies. Such amendments by administrative order may include additions, omissions, substitutions, changes in quality, quantity, form, character, kind, as well as in drawings, designs or specifications where the supplies are to be specifically manufactured for the contracting authority, in method of shipment or packing, place of delivery, and in the specified sequence, method or timing of implementation of the tasks. No administrative order shall have the effect of invalidating the contract, but the financial effect.  All administrative orders shall be issued in writing, it being understood that:  if, for any reason, the contracting authority finds it necessary to give an order orally, it shall as soon as possible thereafter confirm the order by an administrative order;  Prior to issuing an administrative order, the project manager or the contracting authority shall notify the contractor of the nature and form of such amendment. The contractor shall then, without delay, submit to the project manager a written proposal containing:   * a description of the tasks, if any, to be performed or the measures to be taken and a programme of implementation of the tasks; * any necessary amendments to the programme of implementation of the tasks or to any of the contractor's obligations resulting from this contract; and * any adjustment to the total contract price   Following the receipt of the request, the contracting authority and, where appropriate, the supplier, decide without delay whether or not to accept the amendment. If the project manager accepts the amendment, it shall notify the supplier through an administrative order stating that the supplier shall carry out the amendment at the prices and under the conditions given in the supplier's submission.  The Supplier shall notify the contracting authority of any change of bank account. The contracting authority shall have the right to oppose the contractor's change of bank account.   1. Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. 2. **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following; 3. the proposed change(s), and a description of the difference to the existing contract requirements; 4. a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and 5. a description of any effect(s) of the change on performance/functionality.   The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:   1. accelerates the delivery period; or 2. reduces the Contract Price or the life cycle costs to the Purchaser; or 3. improves the quality, efficiency or sustainability of the Goods; or 4. yields any other benefits to the Purchaser,   without compromising the necessary functions of the Facilities.  If the value engineering proposal is approved by the Purchaser and results in:   1. a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified **in the PCC** of the reduction in the Contract Price; or 2. an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price. 3. Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. |
| 1. Extensions of Time | 1. If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. 2. Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1. |
| 1. Termination | 1. Termination for Default  The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;if the Supplier fails to perform any other obligation under the Contract; orif the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix to the GCC, in competing for or in executing the Contract.In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.  1. Termination for Insolvency.  The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser  * 1. Termination for Convenience.  The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:to have any portion completed and delivered at the Contract terms and prices; and/orto cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier. |
| 1. Assignment | 1. Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party. |
| 1. Export Restriction | 1. Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser’s convenience pursuant to Sub-Clause 35.3. |

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| Section IX - Special Conditions of Contract | |
| The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC*.* | |
| **GCC 1.1(i)** | The Purchaser’s Country is: *Montenegro* |
| **GCC 1.1(j)** | The Purchaser is: *Ministry of Education,Science and Innovation* |
| **GCC 1.1 (o)** | The Project Site(s)/Final Destination(s) is/are: *In accordance with* ***Schedule of Delivery*** *provided by the Purchaser* |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be *2020* |
| **GCC 5.1** | The language shall be: ***English*** |
| **GCC 8.1** | For **notices**, the Purchaser’s address shall be:  Attention: ***Spasoje Ostojić***  Address: ***Vaka Đurovića b.b.***  Floor/ Room number: ***First floor, Office 6***  City: ***Podgorica***  ZIP Code: ***81000***  Country: ***Montenegro***  Electronic mail address: [***spasoje.ostojic@mpni.gov.me***](mailto:spasoje.ostojic@mpni.gov.me) |
| **GCC 9.1** | The governing law shall be the law of*:* ***Montenegro*** as long as aligned with the EIB GtP. |
| **GCC 10.2** | The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:  ***(a) Contract with foreign Supplier:***  All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.  ***(b) Contracts with Supplier national of the Purchaser’s country:***  In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser’s country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser’s country. |
| **GCC 13** | **13.1** Maximum delivery and installation period is **20 weeks** from the contract signature date by both parties. Immediately after the completion of delivery, the supplier will perform all additional activities in line with the “List of Related Services and Completion Schedule (e.g. on-site assembly etc.) Total duration for the implementation of above mentioned tasks is 20 weeks.  Details of Shipping and other Documents to be furnished by the Supplier are:  **For goods supplied from abroad:**   1. Details of Shipping and other Documents to be furnished by the Supplier are Copies of the Supplier’s invoice shoving goods description, quantity, unit price and total amount; 2. One (1) copy of the packing list identifying contents of each package 3. Insurance certificate 4. Manufacturer’s or supplier’s Warranty certificate 5. Written manufacturer’s inspection certificate, for inspection and testing all goods; and 6. Certificate of origin   **For goods supplied from the Purchaser’s country:**   1. Copies of the Supplier’s invoice showing Good’s description, quantity, unit price, and total amount 2. Delivery note, railway receipt or truck receipt 3. Manufacturer’s or Supplier’s warranty certificate 4. Written manufacturer’s inspection certificate, for inspection and testing all goods; and 5. Certificate of origin   The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. |
|  | **13.2** The Supplier shall submit a programme of implementation of the tasks for the approval of the contracting authority . The programme shall contain at least the following:  a) the order in which the supplier proposes to perform the contract including delivery to place of receipt, installation, testing and commissioning;  d) such further details and information as the contracting authority may reasonably require.  The mplementation of the tasks must be submitted to the contracting authority for approval. They may set time limits within which the supplier must submit all or part of the items. They shall also state the deadline for the contracting authority approval or acceptance of the programme of implementation  The approval of the programme by the contracting authority shall not relieve the supplier of any of its obligations under the contract.  No material alteration to the programme shall be made without the approval of the contracting authority. If, however, the progress of the implementation of the tasks does not conform to the programme, the project manager may instruct the supplier to submit a revised programme. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed **shall not**be adjustable.  If prices are adjustable, the following method shall be used to calculate the price adjustment **-not applicable-** |
| **GCC 16.1** | GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:  **Payment for Goods supplied from abroad:**  Payment shall be made in EUR in the following manner:  (i) **Advance Payment:** Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.  (ii) **On Delivery:** Seventy (70) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13. Where only part of the supplies has been delivered, the 70% payment due following partial provisional acceptance shall be calculated on the value of the supplies which have actually been accepted  (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.  Payment shall be made within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.  **Payment for Goods and Services supplied from within the Purchaser’s country:**  Payment for Goods and Services supplied from within the Purchaser’s country shall be made in EUR, as follows:  (i) **Advance Payment:** Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.  (ii) **On Delivery:** Seventy (70) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13.  (iii) **On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser. |
| **GCC 18.1** | A Performance Security **shall be required.**  Performance Security shall be:**10% of the Contract price*.*** |
| **GCC 18.3** | The Performance Security shall be in the form of: **a Bank Guarantee**  **The Performance security shall be in Euros.** |
| **GCC 18.4** | Discharge of the Performance Security shall take place: The Performance Security shall be valid twenty-eight (28) days following the date of Completion of the Supplier’s performance obligations under the Contract, including warranty obligations.  The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier’s performance obligations under the Contract (i.e. acceptance of goods by the Purchaser), upon submission of a new Performance Security in amount of two (2) percent (%) of the contract amount to cover the warranty period. This new Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the warranty obligations. |
| **GCC 23.2** | The packing, marking and documentation within and outside the packages shall be: **the packing should protect goods from all damages during transit to their final destination.** |
| **GCC 24.1** | The insurance coverage shall be as specified in the Incoterms *.* |
| **GCC 25.1** | Responsibility for transportation of the Goods shall be as specified in the Incoterms. Delivery is made according to DDP parity |
| **GCC 25.2** | Incidental services to be provided are:  *No additional* Incidental services are required |
| **GCC 26.1** | The inspections and tests shall be in line with Section VII Schedule of requirements. |
| **GCC 26.2** | The Inspections and tests shall be conducted at the Final Destination (Project Site) as specified in BDS. |
| **GCC 27.1** | The liquidated damage shall be: 1% per week |
| **GCC 27.1** | The maximum amount of liquidated damages shall be: *10*% |
| **GCC 28.3** | The period of validity of the Warranty shall be as stated in the Section VII Schedule of requirements.  The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:  (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,  (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 5%  The warranty period starts from the day of the signed Certificate of Acceptance of the contracted goods. If, during the warranty period, it turns out that the delivered goods have defects in material or workmanship, or problems arise in their functional correctness, which are not the result of improper handling by the Customer, i.e. handling the goods in accordance with the manufacturer's instructions, the Supplier will be obliged to at his own expense, repair the goods or possibly replace them (if he is unable to repair them), within 7 days from the date of receipt of the notification by the Ordering Party (via fax system or e-mail message). The response time for a reported product complaint is 48 hours from the moment of the report. The problem must be resolved within one week. Replaced goods must have a new warranty period under the same conditions as originally delivered, while for goods that could not be used due to repair, the warranty period is extended for a period equal to the period during which the equipment could not be used |
| **GCC 28.5, GCC 28.6** | The period for repair or replacement shall be up to 15 days. |
| **GCC 29.5** | The Bank requires that tenderers and (sub-) contractors participating in a tender procedure or a contract under a Bank-financed project shall not violate or have violated any intellectual property rights. |

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| Section X - Contract Forms |

**Table of Forms**

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Notification of Intention to Award

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

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

For the attention of Bidder’s Authorized Representative

Name: *[insert Authorized Representative’s name]*

Address: *[insert Authorized Representative’s Address]*

Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]*

Email Address: *[insert Authorized Representative’s email address]*

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

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

**Notification of Intention to Award**

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

**Project:***[insert name of project]*

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

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

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

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

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

1. submit a Procurement-related Appeal in relation to the decision to award the contract.
2. **The successful Bidder**

|  |  |
| --- | --- |
| **Name:** | [*insert name* *of successful Bidder*] |
| **Address:** | [*insert address* *of the successful Bidder*] |
| **Contract price:** | [*insert contract price* *of the successful Bid*] |

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

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

1. **Reason/s why your Bid was unsuccessful**

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

1. **How to make an Appeal**

|  |
| --- |
| **Period: Procurement-related Appeal challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).**  Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Appeal as follows:  **Attention**: [*insert full name of person, if applicable*]  **Title/position**: [*insert title/position*]  **Agency**: [*insert name of Purchaser*]  **Email address**: [*insert email address*]  **Fax number**: [*insert fax number*] ***delete if not used***  At this point in the procurement process, you may submit a Procurement-related Appeal challenging the decision to award the contract. Your Appeal must be submitted in accordance with Appendix 1 of ITB 46.1 - Appeal procedure Bidder |

1. **Standstill Period**

|  |
| --- |
| DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).  The Standstill Period lasts ten (10) Calendar Days after the date of transmission of this Notification of Intention to Award.  The Standstill Period may be extended as stated in Section 4 above. |

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

On behalf of the Purchaser:

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title/position:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Telephone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

\*\* Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Letter of Acceptance

*[use letterhead paper of the Purchaser]*

*[date]*

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

Subject: ***Notification of Award Contract No.*** . . . . . . . . ..

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

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Form*s* and (ii) the additional information on beneficial ownership in accordance with BDS ITB 45.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

**Attachment: Contract Agreement**

Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS AGREEMENT made

the *[insert:* ***number****]* day of *[insert:* ***month****]*, *[insert:* ***year****]*.

BETWEEN

(1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of {insert name of Country of Purchaser}, or corporation incorporated under the laws of {insert name of Country of Purchaser}]* and having its principal place of business at *[insert address of Purchaser****]*** (hereinafter called “the Purchaser”), of the one part, and

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

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.

1. the Letter of Acceptance
2. the Letter of Bid
3. the Addenda Nos.\_\_\_\_\_ (if any)
4. Special Conditions of Contract
5. General Conditions of Contract
6. the Specification (including Schedule of Requirements and Technical Specifications)
7. the completed Schedules (including Price Schedules)
8. any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. The total price of the Bid, shown on the Letter of Bid shall be as follows:

*Net amount:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[insert the total net price1, without Custom Duties and taxes, in words and figures, indicating the various amounts and the respective currencies];*

*Custom Duties: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert the total amount of import custom duties, in words and figures and the respective currencies]*

*Taxes: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert the total amount of taxes (including VAT in Montenegro) in words and figures and the respective currencies]*

*Gross amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[insert the total gross price1, with included Custom Duties and Taxes, in words and figures, indicating the various amounts and the respective currencies*

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

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

in the capacity of *[insert title or other appropriate designation]*

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

Performance Security

**Option 1: (Bank Guarantee)**

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

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Purchaser]*

**Date:** \_ *[Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of \_ *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*( ) *[insert amount in words]*,[[21]](#footnote-22)1 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2…[[22]](#footnote-23)2, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

Advance Payment Security

**Demand Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of Purchaser]*

**Date:** *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called “the Applicant”) has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*( ) *[insert amount in words][[23]](#footnote-24)1* upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

* + 1. has used the advance payment for purposes other than toward delivery of Goods; or
    2. has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant’s bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

1. See the EIB’s Anti-Fraud Policy for definitions (<http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm>). [↑](#footnote-ref-2)
2. Anti-Fraud Policy (<http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm>) [↑](#footnote-ref-3)
3. See the EIB’s Anti-Fraud Policy for definitions (<http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm>) [↑](#footnote-ref-4)
4. Pursuant to Chapter 2 of Title V of the TEU and the objectives of the Common Foreign and Security Policy set out in Article 21 of the TEU and Article 215 of the TFEU. [↑](#footnote-ref-5)
5. The Bidder shall provide accurate information on the Bid Form Con about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder. [↑](#footnote-ref-6)
6. **In order to calculate VAT please pay attention that VAT (rate 21%) should be calculated only on amount of National contribution which is 49% of the Bid price. In order to calculate VAT please refer to explanation given after the Letter of Bid** [↑](#footnote-ref-7)
7. Pursuant to Chapter 2 of Title V of the TEU and the objectives of the Common Foreign and Security Policy set out in Article 21  
   of the TEU and Article 215 of the TFEU [↑](#footnote-ref-8)
8. (<http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm>). [↑](#footnote-ref-9)
9. The amount of the Bond shall be in Euros. [↑](#footnote-ref-10)
10. EIB’s Anti-Fraud Policy for definitions (http://www.eib.org/infocentre/publications/all/anti-fraud-policy.htm). [↑](#footnote-ref-11)
11. http://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang-en/index.htm [↑](#footnote-ref-12)
12. <https://www.eib.org/en/publications/eib-environmental-and-social-standards#:~:text=The%20EIB%20Group%20Environmental%20and,climate%20and%20disaster%20resilient%2C%20low> [↑](#footnote-ref-13)
13. http://www.ilo.org/safework/info/standards-and-instruments/WCMS\_107727/lang--en/index.htm [↑](#footnote-ref-14)
14. For instance: ESIA (Environmental and Social Impact Assessment) and ESMP (Environmental and Social Management Plans). [↑](#footnote-ref-15)
15. For instance: ESIA (Environmental and Social Impact Assessment) and ESMP (Environmental and Social Management Plans). [↑](#footnote-ref-16)
16. See the EIB’s Anti-Fraud Policy for definitions (http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm). [↑](#footnote-ref-17)
17. In accordance with the EIB’s Investigation Procedures. [↑](#footnote-ref-18)
18. See the EIB’s Anti-Fraud Policy [↑](#footnote-ref-19)
19. For contracts subject to prior review in operations outside the EU [↑](#footnote-ref-20)
20. Anti-Fraud Policy (<http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm>) [↑](#footnote-ref-21)
21. *1 The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.* [↑](#footnote-ref-22)
22. *2 Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”* [↑](#footnote-ref-23)
23. 1 *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.* [↑](#footnote-ref-24)