Reference code: **EIB-GtP/003276970/2025/14810 004 003 000 001**

**Technical Assistance for implementation of the Serbian Inland Waterway Infrastructure Project**

When submitting their tenders, tenderers must follow all instructions, forms, terms of reference, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.

When submitting their tenders, tenderers should not include any personal data beyond the information required in this tender dossier.

Guide to Procurement for projects financed by the EIB from July 5, 2024 (<https://www.eib.org/attachments/strategies/guide_to_procurement_en.pdf>) is applied to this tender, while tender document templates are from the PRAG (Practical Guide for Procurement And Grants for European Union external actions – applicable as of January 15, 2025 <https://wikis.ec.europa.eu/display/ExactExternalWiki/ePRAG> ).

1. **Services to be provided**

The services required by the Contracting Authority are described in the Terms of Reference. They are set out in the Part B of this tender dossier.

1. **Nature of contract**

Fee-based

1. **Timetable**

|  |  |  |
| --- | --- | --- |
|  | **DATE** | **TIME\*** |
| **Site visit (if any)** | *Not applicable* | *Not applicable* |
| **Information meeting (if any)** | *Not applicable* | *Not applicable* |
| **Deadline for requesting clarification from the Contracting Authority** | *September 9, 2025* | *12:00* |
| **Last date for the Contracting Authority to issue clarification** | *September 22, 2025* | *23:59* |
| **Deadline for expression of interest** | *September 30, 2025* | *11:00* |
| **Deadline for receipt of tenders by the Contracting Authority[[1]](#footnote-1)** | *September 30, 2025* | *11:00* |
| **Public opening of the Technical Proposals[[2]](#footnote-2)** | *September 30, 2025* | *15:00* |
| **Interviews (if any)** | *Not applicable* | *-* |
| **Completion date for evaluating technical offers** | *November 2025* | *-* |
| **Notification of award** | *November 2025* | *-* |
| **Contract signature** | *November 2025* | *-* |
| **Start date** | *December 2025* | *-* |

**\* All times are in the time zone of the country of the Contracting Authority**+ **Provisional date**

1. **Participation and subcontracting**
2. Participation is open to interested legal and natural persons – participating either individually or in a grouping (consortium) of candidates.
3. No more than one tender can be submitted by a natural or legal person, whatever the form of participation (as an individual legal entity or as leader or member of a consortium submitting a tender). In the event that a natural or legal person submits more than one tender, all tenders in which that person has participated will be excluded.
4. Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situation mentioned in the Guide to Procurement for projects financed by the European Investment Bank, 5 July 2024 (available at <https://www.eib.org/attachments/strategies/guide_to_procurement_en.pdf>), Section 1.4 (Ethical Conduct), Section 1.5 (Conflict of Interest), and Section 3.6 (Prohibited Conduct – Covenant of Integrity), and Anti-fraud policy of the European Investment Bank (<http://www.eib.org/infocentre/publications/all/anti-fraud-policy.htm>).
5. Subcontracting is allowed. If the tenderer intends to subcontract one or more parts of the contracted services, this must be clearly stated in the Organisation and Methodology and the Tender submission form.
6. Even if subcontracting is allowed, the tenderer must intend to provide the majority of the services itself except for the tasks entrusted to experts either as natural persons or single-member companies. In this respect, note that the individual experts recruited for the project as key or non-key experts are not regarded as sub-contractors.
7. All subcontractors must be eligible for the contract. If the identity of the intended subcontractor is already known at the time of submitting the tender, the tenderer must furnish a statement guaranteeing the eligibility of the subcontractor. If any subcontractor identified in this way does not meet the eligibility criteria, the tender shall be rejected. If the identity of the subcontractor is not known at the time of submitting the tender, any subcontract must be awarded according to Article 4 of the general conditions of the contract. Subcontractors cannot be in any of the exclusion situations listed in the Guide to Procurement for projects financed by the European Investment Bank, 5 July 2024 (<https://www.eib.org/attachments/strategies/guide_to_procurement_en.pdf>). Whenever requested by the Contracting Authority, the successful tenderer/contractor shall submit a declaration from the intended subcontractor that it is not in one of the exclusion situations. In the event of doubt, the Contracting Authority shall request documentary evidence that the subcontractor is not in a situation of exclusion.
8. If the offer includes subcontracting, it is recommended that the contractual arrangements between the tenderer and its subcontractors include mediation, according to national and international practices, as a method of dispute resolution.
9. **Selection criteria**

The following selection criteria will be applied to tenderers. In case the candidate is consortium the leader must meet 50% of the requirements while each member shall meet at least 25% of the requirements.

1) **Economic and financial capacity of tenderer** (based on item 3 of the tender submission form). In case the tenderer (*leader or any of the members of the consortium*) is a public body, equivalent information should be provided.

**Legal persons:**

1. The annual turnover (*if the candidate is an individual legal entity*) or the average annual turnover (*if the candidate is a consortium*) of the candidate must be at least EUR 1.000.000 for each of the last three years (2022, 2023 & 2024) for which accounts have been closed.

***Note to tenderers:*** *In the tender form, please make sure to specify the actual financial year(s) for which the data is provided.*

2) **Professional capacity of tenderer** (based on items 4 and 5 of the tender submission form)

The reference period which will be taken into account will be the last three years from submission deadline.

**Legal persons:**

1. The number of the permanent staff of the candidate (individual legal entity or consortium overall) currently working in fields related to this contract (transport infrastructure management), must be at least 5 for each of the last three (3) years (2022, 2023 & 2024).
2. For each of the last three years (2022, 2023 & 2024), at least 20% of the overall number of staff of the candidate (individual legal entity or consortium overall) is permanent. **Note to candidates:** In the application form, please make sure to include *the actual year for which the data is provided.*

***Note to tenderers:*** *In the application form, please make sure to specify the actual year for which the data is provided.*

3) **Technical capacity of tenderer** (based on items 5 and 6 of the tender submission form). The reference period which will be taken into account will be the last ten years from submission deadline.

**Legal persons:**

The candidate (*individual legal entity or consortium altogether*) has successfully completed, with final payment made or completion certificate issued by the client at any time between January 1, 2015 up to the deadline of submission of applications as indicated under 23 below, either alone, as leader of a consortium, or as a member of a consortium with a minimum participation of 50% of the projects brought as reference. Completion means that the contract the tenderer refers to could have been started/implemented/completed at any time during the indicated period, but it does not necessarily have to be started during that period, nor implemented within the entire period”. . If a tenderer refers to amounts originally stated in a currency other than the one required, the source and date of the exchange rate used must be provided. The reference projects are:

(a) At least two (2) projects of a minimum value of EUR 1.500.000. equivalent, with activities related to infrastructure investment management, covering preparation, planning, procurement and contract management activities.

(b) At least two (2) projects of a minimum value of EUR 500.000 equivalent, with activities related to inland waterways infrastructures feasibility studies and/or design and/or management support and/or works supervision.

***Please note that the number of references to be provided must not exceed 15 references.***

A single reference may be used to fulfil one or more criteria.

Previous experience which caused breach of contract and termination by a Contracting Authority shall not be used as reference

With regard to criteria relating to economic and financial standing and to criteria relating to technical and professional ability, an economic operator could, where appropriate and for a particular contract, rely on the capacities of another entity of the same group as the tenderer.

If the tenderer relies on the capacities of other entities (the same group) it must, in that case, prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing a commitment (refer to the letter of undertaking model - Part C) on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility - notably that of nationality – and must fulfil the same relevant selection criteria as the economic operator. The contracting authority shall verify whether there are grounds for exclusion. The contracting authority shall require that the economic operator replaces an entity which does not meet a relevant selection criterion, or in respect of which there are compulsory grounds for exclusion. The contracting authority may require that the economic operator substitutes an entity in respect of which there are non-compulsory grounds for exclusion. With regard to technical and professional criteria, an economic operator may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required. With regard to economic and financial criteria, the entities upon whose capacity the tenderer relies become jointly liable for the execution of the contract.

1. **Award criteria**

Best price-quality ratio.

1. **Content of tenders**

## Offers, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in English.

## Supporting documents and printed literature furnished by the tenderer may be in another language, provided they are **accompanied by a translation into the language of the procedure**. For the purposes of interpreting the tender, the language of the procedure has precedence.

The **tender must comprise a Technical offer and a Financial offer**, which must be **submitted in separate envelopes** (see item 11 below). Failure to fulfil the requirements in clauses 7.1, 7.2 and 11 will constitute an irregularity and may result in rejection of the tender.

The content of the technical offer should be structured as follows:

1. Administrative documents: Tender Submission Form including declarations and statement of exclusivity and availability; Covenant of Integrity, Social and Environmental Covenant, Legal entity file; Power of Attorney etc. IMPORTANT: *“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 decision having the effect of imposing condition on the tenderer or its subsidiaries or to exclude the said tenerer 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 Aftican Development Bank, the Asian Development Bank, the 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 decision and of the current status of any sanction and/or exclusion. In this regard, any omission or misinterpretation, made knowingly or recklessly, may be considered as fraud under the EIB Anti-Fraud Policy. Therefore, the Clinet 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.” IMPORTANT: “It should be noted that, in the Covenant of Integrity, the tenderer is requested to self-declare on its belhaf and on behalf of its joint ventyre partners, if any, that neither the tenderer not anyone, including any of its directors, employees, agents or subcontractors for the Contract, acting on its behalf with due authority or with its knowledge or consent or facilitated by it, not any of its parent, subsidiary or affiliate companies are subject to any of the instances detailed in the Covenant of Integrity: (i) any Prohibited Conduct in connection with the tendering process and the commitment that neither the Bidder not the Associated Entities and Persons will engage in such Prohibited Conduct during the execution of the Contract. Prohibited Conduct includes corruption, fraud, collusion, coercion, obstruction, theft at EIB Group premises, misuse of EIB Group resources or assets, money laundering or financing of terrorism, all as defined in the EIB Group Anti-Fraud Policy, available at* [*https://www.eib.org/en/publications/anti-fraud-policy*](https://www.eib.org/en/publications/anti-fraud-policy) *and as amended from time to time. (ii) EU/United Nations sanctions : EU sanctions or restrictive measures pursuant to Chapter 2 of Title V of the EU Treaty and the objectives of the Common Foreign and Security Policy set out in Article 21 of the EU Treaty and Article 215 of the Treaty on the Functions of the EU, either autonomously or pursuant to the sanctions decided by the United Nations Security Council on the basis of Article 41 of the United Nations Charter. (iii) Any exclusion by the European Investment Bank; (iv) Any conviction in any court or any sanction (including a fine or any other financial penalty, irrespective of whether paid yet or not) by any authority (irrespective of whether such conviction or sanction is still in force) of any offence on grounds comparable to Prohibited Conduct in connection with a tendering process or any provision of works, goods or services, during the 5 (five) years immediately preceding the date of this Covenant; (v) Any exclusion or enforcement actions or sanction (including any decision having an effect similar to conditional non-exclusion, temporary suspension, letters of reprimand, or self-restraint) by the EU institutions or bodies, or any multilateral development bank, on grounds comparable to Prohibited Conduct, or have been under such exclusion, enforcement action or sanction the effectiveness of which ceased no more than 5 (five) years immediately preceding the date of this Covenant. Multilateral development bank includes the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development, the European Investment Bank and the Inter-American Development Bank. If applicable, the bidder shall provide the details of all convictions, exclusions or other sanctions, exclusion/sanctions proceedings, and/or enforcement actions, listed above under paragraphs (i) to (v), in respect of the bidder or any of its directors, employees, agents or subcontractors for the Contract, acting on its behalf with due authority or with its knowledge or consent or facilitated by it, together with details of the measures taken, or to be taken, to ensure that no Prohibited Conduct is committed in connection with the tendering process or with the execution of the Contract. In this regard, any omission or misrepresentation, made knowingly or recklessly, may be considered as fraud under the EIB Anti-Fraud Policy. Therefore, the Client/Employer 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.”*
2. Organisation and methodology,
3. CVs,
4. Supporting documents for the CVs (diplomas and employer certificates or references).

**7.1. Technical offer**

The Technical offer must include the following documents:

1. **Tender submission form** (see Part C of this tender dossier) including:
2. Signed statements of exclusivity and availability (using the template included with the tender submission form), one for each key expert, the purpose of which are as follows:

* The key experts proposed in this tender must not be part of any other tender submitted for this tender procedure. They must therefore commit themselves exclusively to the tenderer.
* Each key expert must also undertake to be available, able and willing to work for the whole period scheduled for his/her input to implement the tasks set out in the Terms of Reference and/or in the Organisation and methodology.

Note that non-key experts must not be asked to sign statements of exclusivity and availability.

Any expert working on another project, where the input from his/her position to that contract could be required on the same dates as his/her activities under this contract, must not be proposed as a key expert for this contract under any circumstances. Consequently, the dates included by a key expert in his/her statement of exclusivity and availability in your tender must not overlap with dates on which he/she is committed to work as a key expert on any other contract.

For experts presented as part-time key experts, it is up to the tenderer in its Organisation and Methodology (see item 7.1. (2) of the present Instructions to Tenderers) to demonstrate that the key expert workload is compatible with the level of engagement described in the Terms of References.

The expert may participate in parallel tender procedures but must inform the Contracting Authority of these in the Statement of Exclusivity and Availability. Furthermore, the expert is expected to notify the tenderer immediately if he/she is successful in another tender procedure and he/she is expected to accept the first engagement offered to him/her chronologically.

If a key expert is proposed as a key expert by more than one tenderer with the agreement of the key expert, the corresponding tenders will be rejected. The same applies if the key expert proposed has been involved in the preparation of the current assignment. The expert concerned will be excluded from this tender procedure and may also be excluded from other EIB-financed contracts.

Having selected a firm partly on the basis of an evaluation of the key experts presented in the tender, the Contracting Authority expects the contract to be executed by these specific experts. However, after the award letter, the selected tenderer may propose replacements for the key experts under certain conditions (for further information see point 19).

1. A signed **declaration** from each legal entity identified in the tender submission form, using the format attached to the tender submission form.
2. A signed **Declaration of honour on exclusion and selection criteria** from each legal entity identified in the tender submission form, using the format attached to the tender submission form
3. The **legal entity file** and supporting documents (in case of consortium, these documents should be provided by all the members). If the tenderer has already signed another contract with the Contracting Authority, it may provide instead either its legal entity number or a copy of the legal entity file provided on that occasion, unless it has changed its legal status in the meantime.
4. Duly authorised signature: **an official document** (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company AND/OR joint venture/consortium is duly authorised to do so. Please highlight in your offer the document and the place in the respective document where this authorisation is mentioned.
5. **Organisation and methodology** (will become Annex to the contract), to be drawn up by the tenderer using the following instructions:

**Rationale**

* Any comments on the Terms of reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the contract. An opinion on the key issues related to the achievement of the contract objectives and expected results.
* An explanation of the risks and assumptions affecting the execution of the contract. A risk analysis matrix comprising for each identified risk its level of impact and likelihood and proposed mitigation measures.

**Strategy**

* An outline of the approach proposed for contract implementation.
* A list of the proposed activities considered to be necessary to achieve the contract objectives.
* The related inputs and outputs.
* <*if applicable*> In the case of a tender being submitted by a consortium, a description of the input from each of the consortium members and the distribution and interaction of tasks and responsibilities between them. Furthermore, the involvement of all members of the consortium will be considered added value in the tender evaluation. If the tender is submitted by a single company, the total of available points for this part in the evaluation grid will be allocated.
* A description of the support facilities (backstopping) that the team of experts will have from the contractor during the execution of the contract.
* <*if applicable*> A description of sub-contracting arrangements foreseen, with a clear indication of the tasks that will be entrusted to a sub-contractor and a statement by the tenderer guaranteeing the eligibility of any sub-contractor. If the tender does not include subcontracting, the total of available points for this part in the evaluation grid will be allocated.
* <*if applicable*> A description of the undertaking arrangements with clear indications of the resources the tenderer plan to rely on and in which conditions the support will apply. If the tender does not include undertaking arrangements, the total of available points for this part in the evaluation grid will be allocated.

**Timetable of activities**

* The timing, sequence and duration of the proposed activities, taking into account mobilisation time.
* The identification and timing of major milestones in execution of the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of reference.

The ‘Estimated number of months’ worksheet (in the budget breakdown spreadsheet) must be included in the Organisation and methodology.

1. **Key experts** (to become Annex to the contract). The key experts are those whose involvement is considered to be instrumental to achieve the contract objectives. Their positions and responsibilities are defined in the Terms of Reference and they are subject to evaluation according to the evaluation grid in Part C of this tender dossier.

Part C of this tender dossier contains the templates that tenderers must use, including:

1. a list of the names of the key experts;
2. the CVs of each of the key experts. Each CV should be no longer than 5 pages and only one CV must be provided for each position identified in the Terms of Reference. In case of CVs longer than 5 pages, only the first 5 pages will be taken into account. Non-key experts CVs are not necessary.

**The qualifications and experience of each key expert must clearly match the profiles indicated in the Terms of Reference. If an expert does not meet the requirements for each evaluation criterion (i.e. qualification and skills, general professional experience and specific professional experience), he/she will be assessed accordingly** (see the note below at 15.2).

**Tenderers must provide the following documents for any key experts proposed:**

- a copy of the diplomas mentioned in their CVs,

- a copy of employer certificates or references proving the professional experience indicated in their CVs.

Only diplomas and documented experience will be taken into account. Previous experience which caused breach of contract and termination shall not be used as reference.

1. Non key experts may also be instrumental to achieve the contract objectives. However, they are not subject to evaluation by the evaluation Committee. Their positions and responsibilities may be defined in the Terms of Reference (Part B of this tender dossier).

If the documentary evidence submitted is not written into the language of the procedure, a translation into this language must be attached. Documentary proof or statements may be in original or copy. If copies are submitted, the originals must be available to send to the Contracting Authority upon request.

**Tenderers are reminded that the provision of false information in this tender procedure may lead to the rejection of their tender and to their exclusion from EIB tender procedures and contracts.**

**7.2. Financial offer**

The Financial offer must be presented in Euro and must include the following documents (using the templates included in the fee-based version of the Financial offer (see part C of this tender dossier):

* Budget breakdown
* person/months

**To complete the spreadsheet**:

1. Enter the fee rates for each category of expert in the first worksheet (‘Budget breakdown’)
2. Enter the estimated numbers of person/months for each category of expert during the period of implementation of the tasks in the second worksheet (‘person/months’)
3. Enter the provision for incidental expenditure given in the Terms of Reference in the first worksheet (‘Budget breakdown’)
4. Enter the provision for expenditure verification given in the Terms of Reference in the first worksheet (‘Budget breakdown’).

The estimated budget for incidental expenditure and expenditure verification is to be filled in according to the amount indicated in the Terms of Reference.

* Note that a schedule based on the ‘Estimated number of person/months’ worksheet within this spreadsheet must also be included as part of the Organisation and Methodology in the technical offer.

Payments under this contract will be made in the currency of the tender.

A price adjustment provision for foreign and/or local inflation for remuneration rates applies to this contract.

The applicable tax and customs arrangements are as follows:

Exemption of taxes

The Accepted Contract Amount shall be deemed to include:

* all taxes, business taxes, duties, port dues, quay dues, and other charges that may be levied in accordance with laws and regulations in force on the date 28 days prior to the latest date for submission of tender, imposed outside the Employer's Country,
* taxes and other charges, in compliance with the national laws in force on the date 28 days prior to the latest date for submission of tender, concerning the execution of the project, imposed within the Employer’s country, on services performed under the Contract.
* VAT on Payment Certificates will be paid in compliance with the national laws concerning the execution of the project.

1. **Variant solutions**

Tenderers **are not** authorised to tender for a variant in addition to this tender.

1. **Period during which tenders are binding**

Tenderers are bound by their tenders for 110 days after the deadline for submitting tenders.

The Contracting Authority may ask the tenderers to extend the period for a specific number of days, as deemed necessary.

1. **Additional information before the deadline for submitting tenders**

The tender dossier should be clear enough to avoid tenderers having to request additional information during the procedure.

Tenderers may submit questions in writing **by the deadline specified in item 3 above** specifying the publication reference and the contract title to the Contracting Authority.

Ministry of Construction, Transport and Infrastructure  
Nemanjina 22-26, 11000 Belgrade, Republic of Serbia   
Fax No: +381 11 3616521   
E-mail: [aleksandar.banjac@mgsi.gov.rs](mailto:aleksandar.banjac@mgsi.gov.rs)

The Contracting Authority has no obligation to provide clarification to requests transmitted after this date.

Any clarification of the tender dossier will be communicated simultaneously in writing to all tenderers **by the deadline specified in item 3 above**. The Contracting Authority will publish its replies on the website of the Ministry of Construction, Transport and Infrastructure <https://www.mgsi.gov.rs/>.

Any tenderer seeking to arrange individual meetings with the Contracting Authority concerning this contract during the tender period may be excluded from the tender procedure.

No information meeting and no site visit is foreseen. Visits by individual prospective tenderers during the tender period cannot be organised by the Contracting Authority.

1. **Submission of tenders**

Tenders must be delivered to the Contracting Authority by **September 30, 2025, 13:00 local time**. They must include documents as listed in point 7 and be sent:

* EITHER by post of by courier service to:

Ministry of Construction, Transport and Infrastructure,

Nemanjina 22-26, 11000 Belgrade, Republic of Serbia

* OR hand delivered by the participant in person or by an agent firectly to the premises of the Contracting Authority in retur for a signed and dated rFeceipt, to:

Ministry of Construction, Transport and Infrastructure,

Nemanjina 22-26, 11000 Belgrade, Republic of Serbia

Tenders must be submitted using the double envelope system, i.e. in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words ‘**Envelope A — Technical offer’** and the other ‘**Envelope B — Financial offer’**. All parts of the tender other than the financial offer must be submitted in Envelope A (i.e. application, the tender submission form, statements of exclusivity and availability of the key experts and declarations).

The outer envelope should provide the following information:

1. the address for submitting tenders indicated above;
2. the reference code of the tender procedure EIB-GtP/003276970/2025/14810 004 003 000 001;
3. the words “Not to be opened before the tender-opening session” and “Ne otvarati pre zvanične sesije otvaranja”
4. the name of the tenderer.

Each envelope must include an index of its contents. The pages of the technical and financial offers must be numbered. In addition, each envelope must contain the electronic version of its content in .pdf format on a USB/CD.

**Tenders submitted by any other means will not be considered.**

**Any infringement of these rules (e.g., unprotected financial offer files / or references to price in the technical offer) constitutes an irregularity which will lead to rejection of the tender.**

**12. Late tenders**

The proposal and its modifications must be sent to the address indicated above and received by the Promoter not later than the deadline as defined in Clause 3 Timetable, or any extension to this deadline. Any proposal and its modification received by the Contracting Authority after the deadline shall be declared late and rejected and promptly returned unopened.

1. **Amending or withdrawing tenders**

Tenderers may amend or withdraw their tenders by written notification prior to the deadline for submitting tenders. Tenders may not be amended after this deadline.

Any such notification of amendment or withdrawal must be prepared and submitted in accordance with item 11. The file must be marked ‘Amendment’ or ‘Withdrawal’ as appropriate.

1. **Tender Opening**

Public opening of the Technical Proposals

The Evaluation Committee shall conduct the opening of the technical proposals publicly. The opening session will be held at the time and date given in the procurement notice/letter of invitation and in Instructions to tenderers Clause 3.

The opening will be conducted at the address:

Omladinskih brigada 1, VI floor, room # 647

11070 Novi Beograd

Republic of Serbia

At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the mane of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline and (iv) any other information deemed appropriate.

Public Opening of Financial Proposals

After the technical evaluation is completed , the Promoter shall notify those consultants whose proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score; (ii) provide information relating to the consultant’s overall technical score, as well as scores obtained for each criteriaon and sub-criterion; (iii) their financial proposal will be returned unopened after completing the selection process and contract signing and (iv) notifying them of the date, time and location of the public opening of the financial proposals and invite them to attend.

The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

The opening date of the financial proposals shall be no less than ten (10) business days from the date of notification of the results of the technical evaluation. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) business days, the opening date shall be postponed until the Complaint is resolved. The procedure for making a Procurement-related Complaint is specified in Article 23. Appeals.

The Consultant’s attendance at the opening of the financial proposals is optional and it is at the consultant’s choice.

The financial proposals shall be opened publicly by the Evaluation Committee in the presence of the representatives of the consultants and anyone else who chose to attend. At the opening, the names of the consultants, and the overall technical scores, including the break-down by criterion shall be read aloud. The financial proposals will then be inspected to confirm that they have remained sealed and unopened, these financial proposals shall be than opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all consultants who submitted proposals.

1. **Costs for preparing tenders**

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs must be borne by the tenderer, including the cost of interviewing proposed experts.

1. **Ownership of tenders**

The Contracting Authority retains ownership of all tenders received under this tendering procedure, except the late tender(s). Consequently, tenderers do not have the right to have their tenders returned to them.

1. **Evaluation of tenders**

The contracting authority must ask the tenderers for any clarification needed to assess the tenders, but no amendment to the substance of the tender or to the price can be accepted after the tender opening. Any clarification and response(s) must be in writing.

Substantially responsive proposal complies to the requirements of the tender documents without any material deviation(s)/omission(s).

**Material deviation(s)/omission(s) that will result in the rejection of a proposal is as follows:**

* Failure to provide financial offer or tender price within the Financial Offer;
* Failure to respond to the clarification request sent by the Contracting Authority during the evaluation process, within the time limit set;
* To propose less or more key experts than requested by the Terms of Reference;
* If a key expert is proposed as a key expert by more than one tenderer with or without the agreement of the key expert, the tender will be disqualified;

**17.1. Compliance with the selection criteria**

The compliance of the tenderers with the requirements of the selection criteria (see item 5 of these Instructions to tenderers) will be analysed at the beginning of the evaluation process. Non-compliance will lead to the rejection of the tender.

**17.2. Evaluation of technical offers**

For the offers submitted by tenderers fulfilling the selection criteria, the quality of each technical offer will be evaluated in accordance with the award criteria and the associated weighting as detailed in the evaluation grid included in Part C of this tender dossier. No other award criteria will be used. The award criteria will be examined in accordance with the requirements as indicated in the Terms of reference (Part B of this tender dossier).

*Note for the evaluation of key experts*: Key Experts will be scored against the requirements stated in the Terms of Reference. For the evaluation of the key experts, the 80% will serve as a guideline. This means that when an expert is technically acceptable on a particular criterion (when he/she fulfils the requirement for that criterion as it is described in the ToRs), 80% of the maximum score foreseen for that criterion will be allocated. If the expert exceeds the requirement described in the Tors for that criterion, a percentage between 81 and 100% of the maximum score foreseen for that criterion will be allocated, depending on by how much the expert exceeds the requirement. If the expert’s experience goes below the requirement described in ToRs for that criterion he/she will be scored accordingly, a percentage below 80% will be allocated, depending on by how much the expert’s experience is below the requirement.

Only offers that achieve a score of 80 or more are declared 'technically accepted'. Any tender falling short of the 80-points threshold will be automatically rejected.

Out of the tenders reaching the 80-point threshold, the best technical offer is awarded 100 points. The others receive points calculated using the following formula:

|  |  |  |
| --- | --- | --- |
| Technical score = | Final score of the technical offer in question | X 100 |
| Final score of the best technical offer |

**17.2.1. Interviews**

No interviews are foreseen.

**17.3. Evaluation of financial offers**

Upon completion of the technical evaluation, the Contracting Authority will ask the password for financial offers of those tenders that are technically compliant as defined above. The PDF file containing the financial offers will be opened (i.e. those with an average score of 80 points or more).

The Consultant’s Proposal must include the minimum Key Experts’ time-input of 54 person/month.

For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:

The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant’s Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.

The tender with the lowest total fees + lump sums (incidentals & expenditure verification) receives 100 points. The others are awarded points by means of the following formula:

|  |  |  |
| --- | --- | --- |
| Financial score = | Lowest total fees of the technically compliant tenders | X 100 |
| Total fees of the tender being considered |

Any arithmetical errors are corrected without penalty to the tenderer such that, if there is a discrepancy between a fee rate and the total amount derived from multiplying the fee rate by the corresponding number of months, the fee rate as quoted must prevail, unless the opinion of the Evaluation Committee contains an obvious error in the fee rate, in which event the total amount as quoted must prevail and the fee rate must be corrected.

1. **Choice of selected tenderer**

The best price-quality ratio is established by weighing technical quality against price on an 80/20 basis.

This is done by adding:

* the technical scores awarded to the technical offers multiplied by 0.80; and
* - the financial scores awarded to the financial offers multiplied by 0.20.

1. **Confidentiality**

The entire evaluation procedure is confidential. The Evaluation Committee's decisions are collective and its deliberations are held in closed session. The members of the Evaluation Committee are bound to secrecy. The evaluation reports and written records, in particular, are confidential and may be communicated neither to the tenderers nor to any party other than the Contracting Authority, the European Commission, the European Anti-Fraud Office and the European Court of Auditors.

1. **Ethics clauses / Corruptive practices**

a) Absence of conflict of interest: The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force. Assessment of any potential conflict of interest will be done as per the EIB GtP – Section 1.5. Conflict of interest.”

b) Respect for human rights as well as environmental legislation and core labour standards: The tenderer and its staff must comply with human rights and applicable data protection rules. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

**Zero tolerance for sexual exploitation and sexual abuse:**

The Contracting Authority applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

c) Anti-corruption and anti-bribery: The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The Contracting Authority reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, ‘corrupt practices’ are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.

d) Unusual commercial expenses: Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company. Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds

e) Breach of obligations, irregularities or fraud: The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

e) Right to audit: In accordance with the provisions of the EIB Guide to Procurement, the Contracting Authority, 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, have the right to inspect and copy the books and records of the tenderer, contractor, supplier or consultant in connection with any Bank-financed contract.

1. **Standstill Period**

The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) business days. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract.

1. **Notification of Intention to Award**

The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information: (i) the name and address of the Consultant to whom the client intends to award the Contract, (ii) the contract price of the successful proposal, (iii) the names of all consultants included in the short list, indication those that submitted proposals, (iv) the price offered by each consultant as read out and evaluated, (v) the final combined scores and the final ranking of the consultants, (vi) the expiry date of the Standstill Period and (vii) instructions on how to request a debrifing and/or submit a complaint during the Standstill Period.

1. **Signature of contract**

**23.1. Notification of award**

The successful tenderer will be informed in writing that its tender has been accepted.

The successful tenderer shall then confirm availability or unavailability of their key-experts within 5 days from the date of the notification of award.

In case of unavailability the tenderer will be allowed to propose replacement key-expert(s). The successful tenderer shall give due justification for the exchange of the key-expert but the acceptance will not be limited to specific cases. Several replacement key-experts may be proposed but only one time-period of 15 days from the date of the notification of award will be offered. The replacement key-expert(s) cannot be an expert proposed by another tenderer in the same call for tender.

The replacement key-expert's total score must be at least as high as the scores of the key-expert proposed in the tender. It must be emphasised that the minimum requirements for each evaluation criteria must be met by the replacement expert.

If replacement key-experts are not proposed within the 15 days delay or if the replacement experts are not sufficiently qualified, or that the proposal of the replacement key-expert amends the award conditions which took place, the Contracting Authority may decide to award the contract to the second best technically compliant tenderer (also giving them a chance to replace a key-expert should he/she not be available).

Should the Contracting Authority learn that a tenderer has confirmed the availability of a key expert and signed the contract although the tenderer has deliberately concealed the fact that the key-expert is unavailable from the date specified in the tender dossier for the start of the assignment, the Contracting Authority may decide to terminate the contract on the basis of article 36.3 (m) of the General Conditions.

**23.2. Signature of the contract(s)**

Within 30 days of receipt of the contract, the selected tenderer shall sign and date the contract and return it to the Contracting Authority.

Failure of the selected tenderer to comply with this requirement may constitute grounds for annulling the decision to award the contract. In this event, the Contracting Authority may award the tender to another tenderer or cancel the tender procedure.

The other tenderers will, at the same time as the notification of award is submitted, be informed that their tenders were not retained by standard letter, including an indication of the relative weaknesses of their tender by way of a comparative table of the scores for the winning tender and the unsuccessful tender. The second best tenderer is informed of the notification of award to the successful tenderer with the reservation of the possibility to receive a notification of award in case of inability to sign the contract with the first ranked tenderer. The validity of the offer of the second best tenderer will be kept. The second tenderer may refuse the award of the contract if, when receiving a notification of award, the validity of their tender has expired.

The Contracting Authority will furthermore, at the same time, also inform the remaining unsuccessful tenderers and the consequence of these letters will be that the validity of their offers must not be retained.

The corresponding contract award notice will be published on the website <http://ted.europa.eu/TED/main/HomePage.do>.

1. **Cancellation of the tender procedure**

In the event of cancellation of the tender procedure, the Contracting Authority will notify tenderers of the cancellation. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the unopened and sealed envelopes will be returned to the tenderers.

Cancellation may occur, for example, where:

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

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

1. **Appeals**

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint to the Contracting Authority.

Body Responsible for appeal procedures is the Republic Commission for the Protection of Rights in Public Procurement Procedures (Nemanjina 22-26, 11000 Belgrade, Republic of Serbia). www.kjn.gov.rs.

Without prejudice to other remedies and, in particular, without altering the time-limits for bringing actions set out in paragraph 16.1, where a candidate, tenderer or applicant believes he/she has been adversely affected by a material error or irregularity allegedly committed as part of a selection or procurement procedure, or that the procedure was vitiated by any maladministration, he/she may file a complaint to the Contracting Authority. The complaint must be material, and its sole subject shall not be to obtain a second evaluation for no reason other than the complainant disagrees with the final award decision.

1. **Ordinary Actions**

When a candidate, tenderer or applicant believes he/she has been adversely affected by an error or irregularity allegedly committed as part of a selection procedure or procurement, he may also file ordinary actions, provided the conditions are met. The action shall be launched in accordance with the conditions and deadlines fixed by the national legislation of the Contracting Authority.

### **Request for Bank’s review**

Candidates should alert the promoter in writing, with a copy to the European Investment Bank to procurementcomplaints@eib.org, in case they should consider that certain clauses or provisions of the tender might limit international competition or introduce an unfair advantage to some candidates.

1. **Data Protection**

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as names, contact details and CVs), they will be processed[[3]](#footnote-3) solely for the purposes of the management and monitoring of the tender and of the contract by the data controller without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in application of the law. Details concerning processing of your personal data are available on the privacy statement at:

<http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A> [[4]](#footnote-4)

In cases where you are processing personal data in the context of participation to a tender (e.g. CVs of both key and technical experts) and/or implementation of a contract (e.g. replacement of experts) you shall accordingly inform the data subjects of the details of the processing and communicate the above mentioned privacy statement to them.

1. **Early detection and exclusion system**

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the early detection and exclusion system, and communicated to the persons and entities concerned in relation to the award or the execution of a procurement contract.

For more information, you may consult the privacy statement available on <http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm>

1. The tenders shall be submitted to the Ministry of Construction, Transport and Infrastructure, Address: Nemanjina 22-26, 11000 Belgrade, Republic of Serbia [↑](#footnote-ref-1)
2. The public opening will be held at the Ministry of Construction, Transport and Infrastructure, address: Omladinskih brigada 1, VI floor, room no. 647, 11070 Belgrade, Republic of Serbia [↑](#footnote-ref-2)
3. Pursuant to Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (‘Regulation 2018/1725’), Official Journal L 205 of 21.11.2018, p. 39. [↑](#footnote-ref-3)
4. This link will lead you to the ‘privacy statement’ published as annex A13 to the practical guide general annexes. [↑](#footnote-ref-4)