

**REPUBLIC OF SERBIA
MINISTRY OF JUSTICE**

BIDDING DOCUMENTS

for

Procurement of

**COMPUTER AND SECURITY EQUIPMENT FOR PALACE OF JUSTICE
BUILDING IN
17A SAVSKA STREET, BELGRADE**



ICB No: 2019/S 107-260334

Project: *Upgrading of Judiciary buildings*

Employer: *Ministry of Justice*

Country: *Republic of Serbia*

Issued on: *June 5, 2019*

SUPPLY CONTRACT NOTICE

Supply of Computer and security equipment

Belgrade, Republic of Serbia

1. Publication reference

2019/S 107-260334

2. Procedure

International Open procedure

3. Programme

Upgrading of Judiciary Buildings

4. Financing

Credit line

5. Contracting authority

- Ministry of Justice of Republic of Serbia
-

CONTRACT SPECIFICATIONS

6. Description of the contract

In line with the Finance Contract (Upgrading of Judiciary Buildings B) signed between Republic of Serbia and European Investment Bank, of which this contract is part, the subject of this contract is procurement and implementation of computer and communication equipment for establishing the operation of the Central System, end-users' operating and communication equipment, as well as equipment for physical access control for the Ministry of Justice.

7. Number and titles of lots

Two lots

Lot 1 – IT Equipment

Lot 2 – Security Equipment

TERMS OF PARTICIPATION

8. Eligibility and rules of origin

Participation is open to all legal persons participating either individually or in a grouping (consortium) of tenderers which are established in any state. Participation is also open to

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international organisations. Participation of natural persons is directly governed by the specific instruments applicable to the programme under which the contract is financed.

9. Grounds for exclusion

Tenderers must submit a signed declaration, included in the Tender Form for a Supply Contract, to the effect that they are not in any of the situations listed in point 2.3.3 of the Practical Guide to contracts procedures for EU external actions.

10. Number of tenders

Tenderers may submit only one tender per lot. Tenders for parts of a lot will not be considered. Any tenderer may state in its tender that it would offer a discount in the event that its tender is accepted for more than one lot. Tenderers may not submit a tender for a variant solution in addition to their tender for the supplies required in the tender dossier.

11. Tender guarantee

Tenderers must provide a tender guarantee of **30,000.00 EUR for Lot 1 – IT Equipment and 4,000.00 EUR for Lot 2 – Security Equipment** when submitting their tender. This guarantee will be released to unsuccessful tenderers once the tender procedure has been completed and to the successful tenderer(s) upon signature of the contract by all parties. This guarantee will be called upon if the tenderer does not fulfil all obligations stated in its tender.

12. Performance guarantee

The successful tenderer will be asked to provide a performance guarantee of 10% of the amount of the contract at the signing of the contract. This guarantee must be provided together with the return of the countersigned contract no later than 30 days after the tenderer receives the contract signed by the Contracting Authority. If the selected tenderer fails to provide such a guarantee within this period, the contract will be void and a new contract may be drawn up and sent to the tenderer which has submitted the next cheapest compliant tender.

13. Information meeting and/or site visit

No information meeting is planned.

14. Tender validity

Tenders must remain valid for a period of 90 days after the deadline for submission of tenders.

15. Period of implementation of tasks

The period of implementation of tasks is 45 days from the Commencement date.

SELECTION AND AWARD CRITERIA

16. Selection criteria

The following selection criteria will be applied to tenderers. In the case of tenders submitted by a consortium, these selection criteria will be applied to the consortium as a whole:

- 1) Economic and financial capacity of tenderer (based on i.a. item 3 of the Tender Form for

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a Supply Contract). In case of tenderer being a public body, equivalent information should be provided.

Lot 1 and Lot 2

- The average turnover of the tenderer within the period of the last 3 years (2016, 2017, 2018) up to the date of submitting the bid shall be equal to financial offer.
- 2) The professional capability of the tenderer (based on, *inter alia*, items 4 and 5 of the Bid Form for the Contract on the Procurement of Goods).

Lot 1

a) The tenderer shall provide evidence for themselves

a1) valid certificates: ISO 9001 (Quality Management System), ISO 20000 (Service Management System), ISO 27001 (Information Security Management System), whose validity shall not expire before deadline for submitting bids under this call for submitting bids.

a2) having at their disposal a repair service within the territory of Belgrade

a3) having original manufacturer's authorisation for participation in this public procurement procedure, issued by the manufacturer of the offered equipment for positions: 1- server, 2 - rack cabinet, 3 - storage, 7 - network switch, 8 - edge router and firewall, 9 - continuous power supply, 10 - PC, 11,12 - monitor, 13,14 - laptop, 19 -23 - printer (scanner), as well as original manufacturer authorisation to participate in this public procurement procedure, issued by the manufacturer of the offered software for positions 4- virtualization software, 5 - platform for creating private cloud infrastructure, 6- virtual machines replication and backup software, 15 – Identity and Access Management System and centralized Single Sign-On , 24 – print management and monitoring system.

a4) having a solution provider - premier (or equivalent) level of partnership with the software manufacturer for the positions 4 – desktop virtualization software and 5- platform for creating private cloud infrastructure, or a higher level.

The tenderer shall submit:

- copies of the certificates issued by the competent institutions or the equivalents of certificates, proving the relevant elements prescribed by criterion 2) a1) above

- copies of the real estate sheet and/or sales contract or lease contract, proving the relevant elements prescribed by criteria 2) a2), above

- copies of manufacturer's authorisation to submit offer for this tender, proving the relevant elements prescribed by criteria 2 a3) above

- for 2) a4) above, Certificate issued by software manufacturer for the positions 4 – desktop virtualization software and 5- platform for creating private cloud infrastructure and the Bidder shall have a solution provider - premier (or equivalent) level of partnership with the software manufacturer or a higher level, precisely specified within the manufacturer's authorisation for the above mentioned positions 4 and 5 or in the form of the manufacturer's separate certificate. Such certificate shall be issued by relevant manufacturer or office or agency of the manufacturer responsible for the territory of the Republic of Serbia, on its letterhead with reference to the public procurement procedure and contain first name and family name as well as contact details of the certificate signatory;

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b) employs the following persons to be responsible for the execution of the contract and the quality of services provided: minimum 10 employed persons, including for position 1- server: three persons with a valid Certified Maintenance Engineer Level certificate, or equivalent and for positions 19-23 - printer (scanner): one person – repairer trained for the equipment which is the subject of the Bid

The tenderer shall submit:

- copies of evidence on registration for mandatory social insurance, and copies of the personal certificates/certificates of completed training

Lot 2

a) The tenderer shall provide evidence for themselves

a1) having valid licenses for performing radiation activities in accordance with the Law on Ionizing Radiation Protection and Nuclear Safety - referring to the positions 16 - X-Ray Baggage Scanner, 17 - metal detector door, 18 – hand metal detector, as follows:

- it holds the license for performing radiation activities - circulation, issued by the Serbian Ionizing Radiation Protection and Nuclear Safety Agency
- it holds the license for performing radiation activities – repairing and installation, issued by the Serbian Radiation Protection and Nuclear Safety Agency

a2) having at their disposal a repair service within the territory of Belgrade

a3) manufacturer's authorisation to submit offer for this tender and it is an authorised distributor and repairer of the offered goods for the territory of the Republic of Serbia for positions: 16 - X-Ray Baggage Scanner, 17 - metal detector door, 18 – hand metal detector.

a4) as regards positions 16 - X-Ray Baggage Scanner, 17 - metal detector door, 18 - hand metal detector, the Bidder shall hold valid licenses issued by the MoI of the Republic of Serbia, as follows:

- License for performing planning tasks for the technical protection system
- License for performing design tasks and supervision of implementation of the technical protection system
- License for performing assembly tasks, commissioning and maintenance of the technical protection system and user training
- License for risk assessment in the protection of persons, property and business operations

The tenderer shall submit:

- copies of permit / licence issued by competent institutions, proving the relevant elements prescribed by criterion 2) a1) above

- copies of the real estate sheet and/or sales contract or lease contract, proving the relevant elements prescribed by criteria 2) a2), above

- copies of manufacturer's authorisation to submit offer for this tender, and Certificate by the manufacturer confirming that the Bidder is an authorised distributor and repairer of the offered goods for the territory of the Republic of Serbia for the positions 16 - X-Ray Baggage Scanner, 17 - metal detector door, 18 - hand metal

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detector. The manufacturer's certificate shall be addressed to the contracting entity, with reference to the public procurement procedure and contain first name and family name as well as contact details of the certificate signatory proving the relevant elements prescribed by criteria 2 a3) above

- copies of licences issued by competent institutions, proving the relevant elements prescribed by criterion 2) a4) above

b) employs the following persons to be responsible for the execution of the contract and the quality of services provided: minimum 3 employed persons certified by manufacturer for mounting and repair services of x-ray equipment including for positions 16 - X-Ray Baggage Scanner, 17 - metal detector door, 18 - hand metal detector: one person qualified to service the offered device, or one graduated engineer with licenses/certificates:

- License for performing assembly tasks, commissioning and maintenance of the technical protection system and user training
- Certificate for work with closed sources of ionizing radiation and qualified for implementing ionizing radiation protection measures when working with closed sources of ionizing radiation and servicing the X-ray devices for controlling luggage, goods and consignments
- Certificate for implementing ionizing radiation protection measures when servicing the X-ray devices for controlling luggage, goods and consignments
- Certificate by the device manufacturer or the manufacturer's authorised person for device installation and maintenance
- License for performing the planning tasks for the technical protection system
- License for performing design tasks and supervision of implementation of the technical protection system
- License for risk assessment in the protection of persons, property and business operations,

The tenderer shall submit:

- copies of evidence on registration for mandatory social insurance and manufacturer certificates on completed training, copies of requested personal certificates/licenses.

3) The technical capability of the tenderer (based on, *inter alia*, items 5 and 6 of the Bid Form for the Contract on the Procurement of Goods).

Lot 1 and Lot 2

- the tenderer has delivered, installed commissioned and provided warranty services for equipment which is the subject of procurement within at least two contracts, each with a budget of at least of the value of the Tenderer's financial offer, implemented during the following period: 2016, 2017, 2018, up to the date of submitting the bid.

The Tenderer shall supply:

- copies of the certificates of provisional or final acceptance issued by the Client/Employer/Contracting authority of the projects concerned and/or written letter of satisfaction from the Client/Employer/Contracting authority evidencing the essential elements required by the technical capacity criterion 3) above.

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An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. Some examples of when it may *not* be considered appropriate by the Contracting Authority are when the tender rely in majority on the capacities of other entities or when they rely on key criteria. If the tender rely on other entities it must prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking 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 and notably that of nationality, as the economic operator. Furthermore, the data for this third entity for the relevant selection criterion should be included in the tender in a separate document. Proof of the capacity will also have to be furnished when requested by the Contracting Authority.

17. Award criteria

Price.

TENDERING

18. How to obtain the tender dossier

The tender dossier is available from the following Internet address of Ministry of Justice: <http://www.mpravde.gov.rs> . Tenders must be submitted using the standard Tender Form for a Supply Contract included in the tender dossier, whose format and instructions must be strictly observed.

Tenderers with questions regarding this tender should send them on English and Serbian language in writing to:

mladen.radic@projekti.mpravde.gov.rs

(mentioning the publication reference shown in item 1) at least 21 days before the deadline for submission of tenders given in item 19. The Contracting Authority must reply to all tenderers' questions at least 11 days before the deadline for submission of tenders. Eventual clarifications or minor changes to the tender dossier shall be published at the latest 11 days before the submission deadline on the MoJ website at <http://www.mpravde.gov.rs> and/or sent to the invited tenderers simultaneously.

19. Deadline for submission of tenders

July 8, 2019, 10.00 hrs

Any tender received after this deadline will not be considered.

20. Tender opening session

July 8, 2019, 11.00 hrs, Ministry of Justice of Republic of Serbia

21. Legal basis

Finance Contract (Upgrading of Judiciary Buildings B) no 81.657 signed between Republic of Serbia and European Investment Bank.

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Supply of Computer and Security Equipment for Palace of Justice Building in 17a Savska street, Belgrade

Ministry of Justice intends to award a supply contract for Computer and Security Equipment for Palace of Justice Building in 17a Savska street in Belgrade, Republic of Serbia. The tender dossier is published on the Ministry of Justice website:

<http://www.mpravde.gov.rs>

The deadline for submission of tenders is **July 8, 2019, 10:00 hrs**. Possible additional information or clarifications/questions shall be published on the Ministry of Justice website:

<http://www.mpravde.gov.rs>

A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: 2019/S 107-260334 By submitting a tender, tenderers fully and unreservedly accept the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever their own conditions of sale may be, which they hereby waive. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any remarks in the tender relating to the tender dossier; remarks may result in the immediate rejection of the tender without further evaluation.

These Instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the Practical Guide to contract procedures for EU external actions (available on the Internet at: http://ec.europa.eu/europeaid/work/procedures/index_en.htm).

Supplies to be provided

- 1.1 The subject of the contract comprises the procurement and implementation of computer and communication equipment for establishing the operation of the Central System, end-users' operating and communication equipment, as well as equipment for physical access control and warranty service by the Contractor of the following goods:

computer and security equipment for Palace of Justice building in 17a Savska street, Belgrade

Lot 1 – IT Equipment

Ref.	Item	Quantity
1	Server	5
2	Rack cabinets	1
3	Storage	1
4	Desktop virtualization software	1
5	Platform for creating a Private Cloud infrastructure	1
6	Virtual machines replication and backup software	1
7	Network switch	2
8	Edge router and firewall	1
9	Uninterruptible power supply	1
10	Computer	550
11	Monitor Type 1	700
12	Monitor Type 2	10

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13	Laptop Type 1	165
14	Laptop Type 2	15
15	Identity and Access Management System and centralized Single Sign-On	1
19	Printer type 1	2
20	Printer type 2	3
21	Printer type 3	18
22	Printer type 4	125
23	Printer type 5	2
24	Print management and monitoring system	1
25	Voice recorder	80
26	Dictation set	70

Lot 2 – Security Equipment

Ref.	Item	Quantity
16	X-Ray Baggage Scanner	3
17	Metal – Detector Door (MDD)	5
18	Hand Metal Detector	6

at 17a Savska street, 11000 Belgrade, Serbia DAP¹, and the implementation period in days, in accordance with point 15 of the Contract notice.

- 1.2 The supplies must comply fully with the technical specifications set out in the tender dossier (technical annex) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.
- 1.3 Tenderers are not authorised to tender for a variant solution in addition to the present tender.

2 Timetable

	DATE	TIME*
Clarification meeting / site visit (if any)	Not applicable	Not applicable

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

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Deadline for requesting clarifications from the Contracting Authority	17th June 2019	10:00 hrs
Last date on which clarifications are issued by the Contracting Authority	27 th June 2019	10:00 hrs
Deadline for submission of tenders	8 th July 2019	10:00 hrs
Tender opening session	8 th July 2019	11:00 hrs
Notification of award to the successful tenderer	24 th July 2019 ³	
Signature of the contract	3 rd August 2019 ³	

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

³Provisional date

3 Participation

- 3.1 Tendering is open to all legal persons participating either individually or in a grouping (consortium) of tenderers which are established in any state. Tendering is also open to international organisations. Tendering by natural persons is directly governed by the specific instruments applicable to the programme under which the contract is financed.
- 3.2 These terms refer to all nationals of the above states and to all legal entities, companies or partnerships established in the above states. For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country's law. In case of doubt, the Contracting Authority may ask the tenderer to provide evidence demonstrating actual compliance with the "establishment" criteria. For this purpose, legal person will have to demonstrate that their legal person is formed under the law of an eligible State and that its head office is within an eligible State. "Head office" must be understood as its central administration or principal place of business.
- 3.3 These rules apply to:
- a) tenderers
 - b) members of a consortium
 - c) any subcontractors.
- 3.4 Natural persons, companies or undertakings falling into one of the situations set out in section 2.3.3 of the Practical Guide to contract procedures for EU external actions are excluded from participation in and the award of contracts. Tenderers must provide declarations that they are not in any of these exclusion situations. The declarations must cover all the members of a joint venture/consortium. Tenderers who make false declarations may also incur financial penalties and exclusion in accordance with section 2.3.4 of the Practical Guide.

The exclusion situations referred to above also apply to subcontractors. When requested by the Contracting Authority, tenderers/contractors must submit declarations from the intended subcontractors that they are not in any of the exclusion situations. In cases of doubt over declarations, the Contracting Authority will request documentary evidence that subcontractors are not in a situation that excludes them.

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

4 Origin

- 4.1 The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in point 4.2, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.
- 4.2 For further information please refer to EIB Guide to procurement for projects financed by the EIB, updated version of June 2011,

Ref: <http://www.eib.org/infocentre/publications/all/guide-to-procurement.htm>

5 Type of contract

Unit-price.

6 Currency

Tenders must be presented in EURO.

7 Lots

This tender procedure is divided into two lots.

Lot 1 – IT equipment

Lot 2 – Security equipment

8 Period of validity

- 8.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.
- 8.2 In exceptional cases and prior to the expiry of the original tender validity period, the Contracting Authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated.
- 8.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period irrespective of the date of notification.

9 Language of tenders

- 9.1 Bidders shall submit bids in English with a translation in Serbian. The English version shall always govern in case of any discrepancies, except in BoQs, drawings and technical descriptions, in which case Serbian version shall prevail.

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All correspondence exchange shall be in English and Serbian.

Language for translation of supporting documents and printed literature is English language provided they are accompanied by an accurate translation of the relevant passages in the Serbian language.

10 Submission of tenders

10.1 Tenders must be received before the deadline specified in 10.3. They must include all the documents specified in point 11 of these Instructions and be sent to the following address:

Ministry of Justice

Nemanjina 22-26

11000 Belgrade, Republic of Serbia

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

Ministry of Justice

Nemanjina 22-26

11000 Belgrade, Republic of Serbia

07.30hrs – 15.00hrs

Tenders must comply with the following conditions:

10.2 All tenders must be submitted in one original, marked 'original', and one copy signed in the same way as the original and marked 'copy'.

10.3 All tenders must be received at **Ministry of Justice, Nemanjina 22-26, 11000 Belgrade**, Republic of Serbia **before 8th July 2019, 10.00hrs**, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by the Contracting Authority reception desk personnel or its representative.

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

- a) the above address;
- b) the reference code of this tender procedure i.e. 2019/S 107-260334 Procurement of Computer and Security Equipment for Building in 15 Kataniceva street, Belgrade.
- c) where applicable, the number of the lot(s) tendered for;
- d) the words 'Not to be opened before the tender opening session' in the language of the tender dossier and "Ne otvarati pre sastanka za otvaranje ponuda".
- e) the name of the tenderer.

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

11 Content of tenders

All tenders submitted must comply with the requirements in the tender dossier and comprise:

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Part 1: Technical offer:

- a detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required, including if applicable:
 - **An electronic version of the technical offer**

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

Part 2: Financial offer:

- A financial offer calculated on a DAP² basis for the supplies tendered, including if applicable:

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

- **An electronic version of the financial offer**

Part 3: Documentation:

To be supplied using the templates attached*:

- The tender guarantee of 30,000.00 EUR for Lot 1 – It Equipment and 4,000.00 EUR for Lot 2 Security Equipment;
- The '**Tender Form for a Supply Contract**', duly completed, which includes the tenderer's declaration, point 7, (from each member if a consortium):
- The details of the bank account into which payments should be made (**financial identification form**)
- The **legal entity file** and the supporting documents.

To be supplied in free-text format:

- **A description of the warranty conditions**, which must be in accordance with the conditions laid down in Article 32 of the General Conditions.
- A statement by the tenderer attesting the origin of the supplies tendered (or other proofs of origin).
- **Duly authorised signature**: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company/joint venture/consortium is duly authorised to do so.

Remarks:

Tenderers are requested to follow this order of presentation.

Annex* refers to templates attached to the tender dossier. These templates are also available on: http://ec.europa.eu/europeaid/work/procedures/index_en.htm

12 Taxes and other charges

The applicable tax and customs arrangements are the following:

Exemption of taxes

In the line with Annex of Finance Contract (Upgrading of Judiciary Buildings B) no 81.657 signed between Republic of Serbia and European Investment Bank.

13 Additional information before the deadline for submission of tenders

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

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

mladen.radic@projekti.mpravde.gov.rs

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

Any clarification of the tender dossier will be published on the Ministry of Justice website at <http://www.mpravde.gov.rs> at the latest 11 days before the deadline for submission of tenders.

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

14 Clarification meeting / site visit

14.1 No clarification meeting / site visit planned. Visits by individual prospective tenderers during the tender period cannot be organised.

15 Alteration or withdrawal of tenders

15.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 10.1. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

15.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 10. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.

15.3 No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 10.1 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

16 Costs of preparing tenders

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

17 Ownership of tenders

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

18 Joint venture or consortium

18.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The

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composition of the joint venture or consortium must not be altered without the prior written consent of the Contracting Authority.

- 18.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the Contracting Authority in accordance with point 11 of these Instructions to Tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required under Article 3.5 as if it, itself, were the tenderer.

19 Opening of tenders

- 19.1 The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents have been properly included and whether the tenders are generally in order.
- 19.2 The tenders will be opened in public session on **8th July 2019, 11.00hrs** at **Ministry of Justice, Nemanjina 22-26, 11000 Belgrade, Republic of Serbia** by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request.
- 19.3 At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if required) and such other information as the Contracting Authority may consider appropriate may be announced.
- 19.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.
- 19.5 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.
- 19.6 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Contracting Authority. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

20 Evaluation of tenders

- 20.1 Examination of the administrative conformity of tenders

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

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

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

20.2 Technical evaluation

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

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

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

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

20.4 Financial evaluation

- a) Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:
 - where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;
 - except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.
- b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

20.5 Variant solutions

Variant solutions will not be taken into consideration.

20.6 Award criteria

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

21 Signature of the contract and performance guarantee

21.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the **documentary proof** or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is established, to show that it is not in any of the exclusion situations listed in section 2.3.3 of the Practical Guide to contract procedures for EU external actions. This evidence or these documents or statements must carry a date not earlier than one year before the date of submission of the tender. In addition,

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a statement must be provided that the situations described in these documents have not changed since then.

- 21.2 The successful tenderer must also provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tenders specified in the contract notice, point 16. The documentary proofs required are listed in section 2.4.11 of the Practical Guide to contract procedures for EU external actions.
- 21.3 If the successful tenderer fails to provide the documentary proof or statement or the evidence of financial and economic standing and technical and professional capacity within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the tender to the next lowest tenderer or cancel the tender procedure.
- 21.4 The Contracting Authority reserves the right to vary quantities specified in the tender by +/- 100% at the time of contracting and during the validity of the contract. The total value of the supplies may not, as a result of the variation rise or fall by more than 25% of the original financial offer in the tender. The unit prices quoted in the tender shall be used.
- 21.5 Within 30 days of receipt of the contract signed by the Contracting Authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable), to the Contracting Authority. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.
- 21.6 If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.
- 21.7 The performance guarantee referred to in the General Conditions is not required.

22 Tender guarantee

The tender guarantee referred to in Article 11 above is set at **30,000.00 EUR** for Lot 1 – IT Equipment and **4,000.00 EUR** for Lot 2 – Security Equipment and must be presented in the form specified in the annex to the tender dossier. **It must remain valid for 45 days beyond the period of validity of the tender.** Tender guarantees provided by tenderers who have not been selected will be returned together with the information letter that the tenderer has been unsuccessful. The tender guarantee of the successful tenderer will be released on signing of the contract, once the performance guarantee has been submitted.

23 Ethics clauses

- 23.1 Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of their candidacy or tender and may result in administrative penalties.
- 23.2 Without the Contracting Authority's prior written authorisation, a Contractor and its staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.

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- 23.3. When submitting a tender, tenderers must declare that they are not affected by a conflict of interest and have no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Authority.
- 23.4 Contractors must at all times act impartially and as faithful advisers in accordance with the code of conduct of their profession. They will refrain from making public statements about the project or services without the Contracting Authority's prior approval. They may not commit the Contracting Authority in any way without its prior written consent.
- 23.5 For the duration of the contracts Contractors and their staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular and in accordance with the legal basic act concerned, tenderers that have been awarded contracts must abide by core labour standards as defined in the relevant International Labour Organisation conventions (such as the Conventions on freedom of association and collective bargaining; Abolition of forced and compulsory labour; Elimination of forced and compulsory labour; Abolition of child labour).
- 23.6 Contractors may accept no payment connected with the contracts other than that provided for therein. Contractors and their staff must not exercise any activity nor receive any advantage inconsistent with their obligations to the Contracting Authority.
- 23.7 Contractors and their staff are obliged to maintain professional secrecy for the entire duration of contracts and after their completion. All reports and documents drawn up or received by Contractors will be confidential.
- 23.8 The contract governs the Contracting Parties' use of all reports and documents drawn up, received or presented by them during the implementation of the contract.
- 23.9 Contractors must refrain from any relationship likely to compromise their independence or that of their staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
- 23.10 The Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.
- 23.11 All tenders will be rejected or contracts terminated if it emerges that the award or implementation of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has any appearance of being a front company.
- 23.12 The Contractor undertakes to supply the Commission on request with all supporting documents relating to the conditions of the contract's execution. The Commission may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.
- 23.13 Contractors found to have paid unusual commercial expenses on projects funded by the EU are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.

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23.14 The Contracting Authority reserves the right to suspend or cancel the procedure, if the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, the Contracting Authority may refrain from concluding the Contract.

24 Cancellation of the tender procedure

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

Cancellation may occur where:

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

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

25 Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See section 2.4.15 of the Practical Guide: “Where the European Commission is not the contracting authority, the action shall be launched in accordance with the conditions and deadlines fixed by the national legislation of the contracting authority.”

***B. DRAFT CONTRACT AND SPECIAL CONDITIONS,
INCLUDING ANNEXES***

DRAFT CONTRACT

**CONTRACT FOR SUPPLY OF COMPUTER AND SECURITY
EQUIPMENT FOR PALACE OF JUSTICE BUILDING IN 17A SAVSKA
STREET, BELGRADE**

—————
FINANCED FROM EIB LOAN

Ministry of Justice

Nemanjina 22-26

11000 Belgrade, Republic of Serbia

("The Contracting Authority"),

of the one part,

and

<Full official name of Contractor>

[Legal status/title]²

[Official registration number]³

[Full official address]

[VAT number]⁴, ("the Contractor")

of the other part,

have agreed as follows:

**SUPPLY OF COMPUTER AND SECURITY EQUIPMENT FOR PALACE
OF JUSTICE BUILDING IN 17A SAVSKA STREET, BELGRADE**

Identification number 2019/S 107-260334

Article 1 Subject

- 1.1 The subject of the contract comprises the procurement and implementation of computer and communication equipment for establishing the operation of the Central System, end-users' operating and communication equipment, as well as equipment for physical access control and warranty service of the following supplies:

² Where the contracting party is an individual.

³ Where applicable. For individuals, mention their ID card or passport or equivalent document - number

⁴ Except where the contracting party is not VAT registered.

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Lot 1 – IT Equipment

Ref.	Item	Quantity
1	Server	5
2	Rack cabinets	1
3	Storage	1
4	Desktop virtualization software	1
5	Platform for creating a Private Cloud infrastructure	1
6	Virtual machines replication and backup software	1
7	Network switch	2
8	Edge router and firewall	1
9	Uninterruptible power supply	1
10	Computer	550
11	Monitor Type 1	700
12	Monitor Type 2	10
13	Laptop Type 1	165
14	Laptop Type 2	15
15	Identity and Access Management System and centralized Single Sign-On	1
19	Printer type 1	2
20	Printer type 2	3
21	Printer type 3	18
22	Printer type 4	125
23	Printer type 5	2
24	Print management and monitoring system	1
25	Voice recorder	80
26	Dictation set	70

Lot 2 – Security Equipment

Ref.	Item	Quantity
16	X-Ray Baggage Scanner	3

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17	Metal – Detector Door (MDD)	5
18	Hand Metal Detector	6

The place of acceptance of the supplies shall be Savska street 17a, 11000 Belgrade, Republic of Serbia.

Deliveries shall ONLY take place following “purchase orders” to be issued by the Contracting Authority during the duration of this contract. Time delivery of computer and security equipment shall be forty five (45) calendar days from signing the contract. Upon verification of the Furniture and various office equipment conformity with specification, Contracting Authority shall issue provisional acceptance certificate. The Incoterm applicable shall be DAP5. The implementation period of tasks shall run from the date of the signature by both parties.

1.2 Obligations and mutual cooperation between the Bidder and the Contracting Authority

- Purchase and delivery of equipment (print / copy / scan devices) with at least one year warranty, in accordance with the requirements
- Perform initial installation of equipment at positions defined by the Client
- Perform initial supply of consumables (toners and the like, except for paper) for all devices when commissioning,
- Define minimum paper quality specification,
- Perform emergency equipment maintenance during the warranty period.

1.3 The Client is obliged to provide:

- Space for installing equipment, power supply, LAN connection, backup power supply,
- Communication and other IT infrastructure, which is not the subject of this project, and is necessary for the operation of the printing system,
- "First level" of equipment maintenance (removal of minor defects, jammed paper and the like; carry out activities under Bidder's instructions over the phone with the tenderer's telephone instructions),
- Basic preventative maintenance of equipment in accordance with the Bidder's instructions (removal of dust from the device and the like),
- Procurement and replacement of supplies (toners and the like, except for initial installation) on devices,
- Paper supply
- Collection of used toners at a defined location on the site itself,
- Administration of individual system parameters (user rights, user profile, PINs, quotas).

Article 2 Origin

The rules of origin of the goods are defined in Article 10 of the Special Conditions.

A certificate of origin for the goods must be provided by the Contractor at the latest when it requests provisional acceptance of the goods. Failure to comply with this condition may result in the termination of the contract.

Article 3 Price

⁵ DAP (Delivered At Place) - Incoterms 2010 International Chamber of Commerce - <http://www.iccwbo.org/incoterms/>

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- 3.1 The price of the supplies shall be that shown on the financial offer (specimen in Annex IV). The total maximum contract price shall be euros.
- 3.2 Payments shall be made in accordance with the General and/or Special Conditions (Articles 26 to 28).

Article 4 Order of precedence of contract documents

The contract is made up of the following documents, in order of precedence:

- the contract agreement;
- the Special Conditions
- the General Conditions (Annex I);
- the Technical Specifications (Annex II [including clarifications before the deadline for submission of tenders and minutes from the information meeting/site visit];
- the Technical Offer (Annex III [including clarifications from the tenderer provided during tender evaluation];
- the budget breakdown (Annex IV);
- specific forms and other relevant documents (Annex V));

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above.

Done in English in three originals, two originals being for the Contracting Authority, and one original being for the Contractor and in Serbian in three originals, two originals being for the Contracting Authority, and one original being for the Contractor.

For the Contractor

Name:

Title:

Signature:

Date:

For the Contracting Authority

Nela Kuburović

Title: Minister

Signature:

Date:

**ANNEX I: GENERAL CONDITIONS
FOR SUPPLY CONTRACTS FINANCED BY THE EUROPEAN UNION OR BY THE
EUROPEAN DEVELOPMENT FUND
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PRELIMINARY PROVISIONS

Article 1 – Definitions

1.1. The headings and titles in these General Conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the contract.

1.2. Where the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.

1.3. Words designating persons or parties shall include firms and companies and any organisation having legal capacity.

1.4. The definitions of the terms used throughout this General Conditions are laid down in the "Glossary of terms", annex A1 to the Practical Guide to contract procedures for EU external actions, which forms an integral part of the contract.

Article 2 - Language of the Contract

2.1. The language of the contract and of all communications between the Contractor Contracting Authority and Project Manager or their representatives shall be as stated in the Special Conditions.

Article 3 - Order of precedence of Contract documents

3.1. The order of precedence of the contract documents shall be stated in the contract.

Article 4 – Communications

4.1. Unless otherwise specified in the Special Conditions, any written communication relating to this Contract between the Contracting Authority or the Project Manager, and the Contractor shall state the contract title and identification number, and shall be sent by post, cable, telex, facsimile transmission, e-mail or personal delivery, to the appropriate addresses designated by the parties for that purpose in the Special Conditions.

4.2. If the sender requires evidence of receipt, it shall state such requirement in its communication and shall demand such evidence of receipt whenever there is a deadline for the receipt of the communication. In any event, the sender shall take all the necessary measures to ensure timely receipt of its communication.

4.3. Wherever the contract provides for the giving or issue of any notice, consent, approval, certificate or decision, unless otherwise specified such notice, consent, approval, certificate or decision shall be in writing and the words "notify", "consent", "certify", "approve" or "decide" shall be construed accordingly. Any such consent, approval, certificate or decision shall not unreasonably be withheld or delayed.

4.4. Any oral instructions or orders shall be confirmed in writing.

Article 5 – Assignment

5.1. An assignment shall be valid only if it is a written agreement by which the contractor transfers its Contract or part thereof to a third party.

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5.2. The Contractor shall not, without the prior consent of the Contracting Authority, assign the contract or any part thereof, or any benefit or interest thereunder, except in the following cases:

- a) a charge, in favour of the Contractor's bankers, of any monies due or to become due under the Contract; or
- b) the assignment to the Contractor's insurers of the Contractor's right to obtain relief against any other person liable in cases where the insurers have discharged the Contractor's loss or liability.

5.3. For the purpose of Article 5.2, the approval of an assignment by the Contracting Authority shall not relieve the Contractor of its obligations for the part of the contract already performed or the part not assigned.

5.4. If the Contractor has assigned the contract without authorisation, the Contracting Authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 35 and 36.

5.5. Assignees shall satisfy the eligibility criteria applicable for the award of the contract and they shall not fall under the exclusion criteria described in the tender dossier.

Article 6 – Subcontracting

6.1. A subcontract shall be valid only if it is a written agreement by which the Contractor entrusts performance of a part of the contract to a third party.

6.2. The Contractor shall request to the Contracting Authority the authorisation to subcontract. The request must indicate the elements of the contract to be subcontracted and the identity of the subcontractors. The Contracting Authority shall notify the Contractor of its decision within 30 days of receipt of the request, stating reasons should it withhold such authorisation.

6.3. Subcontractors shall satisfy the eligibility criteria applicable for the award of the contract and shall not fall under the exclusion criteria described in the tender dossier.

6.4. No subcontract creates contractual relations between any subcontractor and the Contracting Authority.

6.5. The Contractor shall be responsible for the acts, defaults and negligence of its subcontractors and their agents or employees, as if they were the acts, defaults or negligence of the Contractor, its agents or employees. The approval by the Contracting Authority of the subcontracting of any part of the contract or of the subcontractor to perform any part of the tasks shall not relieve the Contractor of any of its obligations under the contract.

6.6. If a subcontractor has undertaken any continuing obligation extending for a period exceeding that of the warranty period under the contract towards the Contractor in respect of the supplies provided by the subcontractor, the Contractor must, at any time after the expiration of the warranty period, transfer immediately to the Contracting Authority, at the Contracting Authority's request and cost, the benefit of such obligation for the unexpired duration thereof.

6.7. If the Contractor enters into a subcontract without approval, the Contracting Authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 35 and 36.

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6.8. If a subcontractor is found by the Contracting Authority or the Project Manager to be incompetent in discharging its duties, the Contracting Authority or the Project Manager may request the Contractor forthwith, either to provide a subcontractor with qualifications and experience acceptable to the Contracting Authority as a replacement, or to resume the implementation of the tasks itself.

OBLIGATIONS OF THE CONTRACTING AUTHORITY

Article 7 - Supply of documents

7.1. Save where otherwise provided in the Special Conditions, within 30 days of the signing of the Contract, the Contracting Authority shall provide the Contractor, free of charge, with a copy of the drawings prepared for the implementation of the tasks and a copy of the specifications and other Contract documents. The Contractor may purchase additional copies of these drawings, specifications and other documents, in so far as they are available. Upon final acceptance, the Contractor shall return to the Contracting Authority all drawings, specifications and other Contract documents.

7.2. The Contracting Authority shall co-operate with the Contractor to provide information that the latter may reasonably request in order to perform the contract.

7.3. The Contracting Authority shall notify the Contractor of the name and address of the Project Manager.

7.4. Unless it is necessary for the purposes of the Contract, the drawings, specifications and other documents provided by the Contracting Authority shall not be used or communicated to a third party by the Contractor without the prior consent of the Contracting Authority.

7.5. The Project Manager shall have authority to issue to the Contractor administrative orders incorporating such supplementary documents and instructions as are necessary for the proper execution of the contract and the remedying of any defects therein.

7.6. The Special Conditions must indicate the procedure used, if necessary, by the Contracting Authority and the Project Manager to approve drawings and other documents provided by the Contractor.

Article 8 - Assistance with local regulations

8.1. The Contractor may request the assistance of the Contracting Authority in obtaining copies of laws, regulations and information on local customs, orders or bye-laws of the country where the supplies are to be delivered which may affect the Contractor in the performance of its obligations under the contract. The Contracting Authority may provide the assistance requested to the Contractor at the Contractor's cost.

8.2. The Contractor shall duly notify the Contracting Authority of details of the supplies so that the Contracting Authority can obtain the requisite permits or import licences.

8.3. The Contracting Authority will undertake to obtain, in accordance with the Special Conditions, the requisite permits or import licences within a reasonable period, taking account of the implementation dates for the tasks.

8.4. Subject to the provisions of the laws and regulations on foreign labour of the country in which the supplies are to be delivered, the Contracting Authority provides reasonable assistance to the Contractor, at its request, for its application for any visas and permits required by the law of the Country in which the supplies are to be delivered, including work and residence permits, for the personnel whose services the Contractor and the Contracting Authority consider necessary, as well as residence permits for their families.

OBLIGATIONS OF THE CONTRACTOR

Article 9 - General Obligations

9.1. The Contractor shall execute the contract with due care, efficiency and diligence in accordance with the best professional practice.

9.2. The Contractor shall, in accordance with the provisions of the Contract, design, manufacture, deliver to site, erect, test and commission the supplies and carry out any other work including the remedying of any defects in the supplies. The Contractor shall also provide all necessary equipment, supervision, labour and facilities required for the implementation of the tasks.

9.3. The Contractor shall comply with administrative orders given by the Project Manager. Where the Contractor considers that the requirement of an administrative order goes beyond the scope of the Contract, it shall, give notice with reasons to the Project Manager. If the Contractor fails to notify within 30 days period after receipt thereof, he shall be barred from so doing. Execution of the administrative order shall not be suspended because of this notice.

9.4. The Contractor shall supply, without delay, any information and documents to the Contracting Authority and the European Commission upon request, regarding the conditions in which the contract is being executed.

9.5. The Contractor shall respect and abide by all laws and regulations in force in the country where the supplies are to be delivered and shall ensure that its personnel, their dependants, and its local employees also respect and abide by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Contractor, its employees and their dependants of such laws and regulations.

9.6. Should any unforeseen event, action or omission directly or indirectly hamper performance of the Contract, either partially or totally, the Contractor shall immediately and at its own initiative record it and report it to the Contracting Authority. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with its obligations under the contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

9.7. Subject to Article 9.9, the Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to the performance of the contract without the prior consent of the Contracting Authority. The Contractor shall continue to be bound by this undertaking after completion of the tasks and shall obtain from each member of its staff the same undertaking. However, use of the contract's reference for marketing or tendering purposes does not require prior approval of the Contracting Authority, except where the Contracting Authority declares the contract to be confidential.

9.8. If the Contractor is a joint venture or a consortium of two or more persons, all such persons shall be jointly and severally bound to fulfil the terms of the contract. The person designated by the consortium to act on its behalf for the purposes of the contract shall have the authority to bind the consortium and is the sole interlocutor for all contractual and financial aspects. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the Contracting Authority. Any alteration of the composition of the consortium without the prior consent of the Contracting Authority may result in the termination of the contract.

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9.9. Save where the European Commission requests or agrees otherwise, the Contractor shall take the necessary measures to ensure that the financial contribution of the EU is given adequate publicity. These measures shall comply with the rules in the Communication and Visibility Manual for EU External Actions published by the European Commission.

9.10. Any records shall be kept for a 7-year period after the final payment made under the contract. In case of failure to maintain such records the Contracting Authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 35 and 36.

Article 9a - Code of Conduct

9a.1 The Contractor shall at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. It shall refrain from making public statements about the project without the prior approval of the Contracting Authority. It shall not commit the Contracting Authority in any way without its prior consent and shall, where appropriate, make this obligation clear to third parties.

9a.2 The Contractor and its staff shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the country where the supplies have to be delivered.

9a.3 The Contractor shall respect internationally agreed core labour standards, e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour.

9.a.4 The Contractor or any of its subcontractors, agents or personnel shall not abuse of its entrusted power for private gain. The Contractor or any of its subcontractors, agents or personnel shall not receive or agree to receive from any person or offer or agree to give to any person or procure for any person, gift, gratuity, commission or consideration of any kind as an inducement or reward for performing or refraining from any act relating to the performance of the contract or for showing favour or disfavour to any person in relation to the contract. The Contractor shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption.

9.a.5 The payments to the Contractor under the contract shall constitute the only income or benefit it may derive in connection with the contract. The Contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations under the contract.

9a.6 The execution of the contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the Contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company. The Contracting Authority may carry out documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses.

Article 9b Conflict of Interest

9.b.1 The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which may arise during performance of the contract shall be notified to the Contracting Authority without delay. In the event of such conflict, the Contractor shall

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immediately take all necessary steps to resolve it.

9.b.2 The Contracting Authority reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The Contractor shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests. Without prejudice to its obligation under the Contract, the Contractor shall replace, immediately and without compensation from the Contracting Authority, any member of its staff exposed to such a situation.

9.b.3 The Contractor shall refrain from any contact which would compromise its independence or that of its personnel.

9.b.4 The Contractor shall limit its role in connection with the project to the provision of the supplies described in the contract.

9.b.5 The Contractor and anyone working under its authority or control in the performance of the contract or on any other activity shall be excluded from access to other EU budget/EDF funds available under the same project. However, the Contractor may participate after approval of the Contracting Authority if the Contractor is able to prove that its involvement in previous stages of the project does not constitute unfair competition.

Article 10 – Origin

10.1. All goods shall have their origin in any eligible source country as defined in the instructions to tenderers and the Special Conditions.

10.2. The Contractor must certify that the goods tendered comply with this requirement, specifying their countries of origin. It may be required to provide more detailed information in this respect.

10.3. The Contractor shall present an official certificate of origin on provisional acceptance. Failure to comply with this obligation shall lead, after formal notice, to termination of the contract.

Article 11 - Performance guarantee

11.1. Unless otherwise specified in the Special Conditions, the Contractor shall, together with the return of the countersigned Contract, furnish to the Contracting Authority with a guarantee for the full and proper execution of the contract. The amount of the guarantee shall be as specified in the Special Conditions. It shall be in the range of 5 and 10% of the amount of the contract price, including any amounts stipulated in addenda to the contract.

11.2. The performance guarantee shall be held against payment to the Contracting Authority for any loss resulting from the Contractor's failure to perform its contractual obligations under the contract.

11.3. The performance guarantee shall be in the format provided for in the contract and may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company, an irrevocable letter of credit or a cash deposit made with the Contracting Authority. If the performance guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque or a bond, it shall be issued by a bank or bonding and/or insurance company approved by the Contracting Authority.

11.4. The performance guarantee shall be denominated in the currency in which the contract is payable. No payments shall be made in favour of the Contractor prior to the provision of the guarantee. The guarantee shall continue to remain valid until the contract has been fully and properly performed.

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11.5. During the execution of the Contract, if the natural or legal person providing the guarantee is not able to abide by its commitments, the guarantee shall cease to be valid. The Contracting Authority shall give formal notice to the Contractor to provide a new guarantee on the same terms as the previous one. Should the Contractor fail to provide a new guarantee, the Contracting Authority may terminate the contract.

11.6. The Contracting Authority shall demand payment from the guarantee of all sums for which the guarantor is liable under the guarantee due to the Contractor's default under the Contract, in accordance with the terms of the guarantee and up to the value thereof. The guarantor shall, without delay, pay those sums upon demand from the Contracting Authority and may not raise any objection for any reason whatsoever. Prior to making any claim under the performance guarantee, the Contracting Authority shall notify the Contractor stating the nature of the default in respect of which the claim is to be made.

11.7. Unless the Special Conditions provide otherwise, the performance guarantee shall be released within 45 days of the issuing of the signed final acceptance certificate for its total amount except for amounts which are the subject of amicable settlement, arbitration or litigation.

Article 12 – Insurance

12.1. An insurance policy may be required to cover the carriage of supplies; the conditions of this insurance policy may be specified in the Special Conditions, which may also specify other types of insurance to be taken out by the Contractor.

12.2. Notwithstanding the Contractor's insurance obligations under Article 12.1, the Contractor shall bear sole liability for, and indemnify the Contracting Authority and the Project Manager against, any claims for damage to property or personal injuries arising from the execution of the contract by the Contractor, its subcontractors and their employees.

Article 13 - Programme of implementation of the tasks

13.1. If the Special Conditions so require, the Contractor shall submit a programme of implementation of the tasks for the approval of the Project Manager. The programme shall contain at least the following:

- a) the order in which the Contractor proposes to perform the contract including design, manufacture, delivery to place of receipt, installation, testing and commissioning;
- b) the time limits within which submission and approval of the drawings are required;
- c) a general description of the methods which the Contractor proposes to adopt for executing the Contract; and
- d) such further details and information as the Project Manager may reasonably require.

13.2. The Special Conditions shall specify the time limit within which the programme of implementation of the tasks must be submitted to the Project Manager for approval. They may set time limits within which the Contractor must submit all or part of the detailed drawings, documents and items. They shall also state the deadline for the Project Manager's approval or acceptance of the programme of implementation, detailed drawings, documents and items.

13.3. The approval of the programme by the Project Manager shall not relieve the Contractor of any of its obligations under the contract.

13.4. No material alteration to the programme shall be made without the approval of the Project

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Manager. If, however, the progress of the implementation of the tasks does not conform to the programme, the Project Manager may instruct the Contractor to submit a revised programme in accordance with the procedure laid down in Article 13.

Article 14 - Contractor's drawings

14.1. If the Special Conditions so provide, the Contractor shall submit to the Project Manager for approval:

- a) the drawings, documents, samples and/or models, according to the time limits and procedures laid down in the Special Conditions or in the programme of implementation of the tasks;
- b) such drawings as the Project Manager may reasonably require for the implementation of the tasks.

14.2. If the Project Manager fails to notify its decision of approval referred to in Article 14.1 within the time limits referred to in the contract or the approved programme of implementation of the tasks, such drawings, documents, samples or models shall be deemed to be approved at the end of the time limits specified. If no time limit is specified, they shall be deemed to be approved 30 days after receipt.

14.3. Approved drawings, documents, samples and models shall be signed or otherwise identified by the Project Manager and shall not be departed from except as otherwise instructed by the Project Manager. Any Contractor's drawings, documents, samples or models which the Project Manager refuses to approve shall be modified to meet the requirements of the Project Manager and resubmitted by the Contractor for approval. Within 15 days of being notified of the Project Manager's remarks, the Contractor shall make the requisite corrections, adjustments etc. to the documents, drawings etc. The corrected or adjusted documents, drawings etc. shall be resubmitted for the Project Manager's approval under the same procedure.

14.4. The Contractor shall supply additional copies of approved drawings in the form and numbers stated in the contract or in subsequent administrative orders.

14.5. The approval of the drawings, documents, samples or models by the Project Manager shall not relieve the Contractor from any of its obligations under the contract.

14.6. The Project Manager shall have the right at all reasonable times to inspect all drawings, documents, samples or models relating to the contract at the Contractor's premises.

14.7. Before provisional acceptance of the supplies, the Contractor shall supply operation and maintenance manuals together with drawings, which shall be in such detail as will enable the Contracting Authority to operate, maintain, adjust and repair all parts of the supplies. Unless otherwise stated in the Special Conditions, the manuals and drawings shall be in the language of the contract and in such forms and numbers as stated in the contract. The supplies shall not be considered completed for the purpose of provisional acceptance until such manuals and drawings have been supplied to the Contracting Authority.

Article 15 - Sufficiency of tender prices

15.1. Subject to any additional provisions which may be laid down in the Special Conditions, the Contractor shall be deemed to have satisfied itself before submitting its tender as to the correctness and sufficiency of the tender and to have taken account of all that is required for the full and proper implementation of the tasks and to have included in its rates and prices all costs related to the supplies, in particular:

- a) the costs of transport;

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- b) the costs of handling, packing, loading, unloading, transit, delivery, unpacking, checking, insurance and other administrative costs in connection with the supplies. The packaging shall be the property of the Contracting Authority unless otherwise provided in the Special Conditions;
- c) the cost of documents relating to the supplies where such documents are required by the Contracting Authority;
- d) execution and supervision of on-site assembly and/or commissioning of the delivered supplies;
- e) furnishing of tools required for assembly and/or maintenance of the delivered supplies;
- f) furnishing of detailed operation and maintenance manuals for each unit of the delivered supplies, as specified in the Contract;
- g) supervision or maintenance and/or repair of the supplies, for a period of time stated in the Contract, with the stipulation that this service shall not release the Contractor from any warranty obligations under the Contract;
- h) training of the Contracting Authority's personnel, at the Contractor's factory and/or elsewhere as specified in the contract.

15.2. Since the Contractor is deemed to have determined its prices on the basis of its own calculations, operations and estimates, it shall carry out without additional charge any work that is the subject of any item whatsoever in its tender for which it neither indicates a unit price nor a lump sum.

Article 16 - Tax and customs arrangements

16.1. Except if the Special Conditions so require, the terms of delivery of the goods shall be DDP (Delivered Duty Paid) – Incoterms 2010, International Chamber of Commerce.

Article 17 - Patents and licences

17.1. Save where otherwise provided in the Special Conditions, the Contractor shall indemnify and hold the Contracting Authority harmless for all damages and cost incurred due to any claim brought by any third party including creators and intermediaries for alleged or actual violations of intellectual, industrial or other property rights of any kind whatsoever based on the Contracting Authority's use as specified in the contract of patents, licenses, drawings, designs, models, or brand or trademarks, except where such infringement results from compliance with the design or specification provided by the Contracting Authority.

IMPLEMENTATION OF THE TASKS AND DELAYS

Article 18 - Commencement order

18.1. Subject to the Special Conditions, the Contracting Authority shall fix the date on which implementation of the tasks is to commence and advise the Contractor thereof either in the notification of award of the contract or by administrative order.

18.2. Save where the Parties agree otherwise, implementation of the tasks shall begin no later than 90 days following notification of award of contract. Unless this delay results from the Contractor default, after that date the Contractor shall be entitled not to implement the contract and to obtain its termination and/or compensation for the damage it has suffered. The Contractor shall forfeit this right unless it exercises it within 30 days of the expiry of

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the 90-day period.

Article 19 - Period of implementation of the tasks

19.1. The period of implementation of tasks shall commence on the date fixed in accordance with Article 18 and shall be as laid down in the Special Conditions, without prejudice to extensions of the period which may be granted under Article 20.

19.2. If provision is made for distinct periods of implementation of the tasks for separate lots, in cases where one Contractor is awarded more than one lot per contract, the periods of implementation of the tasks for the separate lots will not be accumulated.

Article 20 - Extension of period of implementation of the tasks

20.1. The Contractor may request an extension to the period of implementation of the tasks if it is or will be delayed in completing the contract by any of the following reasons:

- a) exceptional weather conditions in the country of the Contracting Authority which may affect installation or erection of the supplies;
- b) artificial obstructions or physical conditions which may affect delivery of the supplies, which could not reasonably have been foreseen by an experienced contractor;
- c) administrative orders affecting the date of completion other than those arising from the Contractor's default;
- d) failure of the Contracting Authority to fulfil its obligations under the Contract;
- e) any suspension of the delivery and/or installation of the supplies which is not due to the Contractor's default;
- f) force majeure;
- g) extra or additional supplies ordered by the Contracting Authority;
- h) any other causes referred to in these General Conditions which are not due to the Contractor's default.

20.2. If the Contractor considers himself to be entitled to any extension of the period of implementation under the Contract, the Contractor shall

- a) give notice to the Project Manager of its intention to make such a request no later than 15 days after the Contractor became aware, or should have become aware of the event or circumstance giving rise to the request.
- b) If the Contractor fails to give notice of a request for extension of the period of implementation within such period of 15 days, the period of implementation shall not be extended and the Contracting Authority shall be discharged from all liability in connection with the request; and
- c) submit to the Project Manager full and detailed particulars of the request, within 30 days from the above notification unless otherwise agreed between the Contractor and the Supervisor, in order that such request may be investigated at the time.

20.3. Within 30 days from the receipt of the Contractor's detailed particulars of the request, the Project Manager shall in agreement with the Contracting Authority, by notice to the Contractor, grant such extension of the period of implementation of the tasks as may be

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justified, either prospectively or retrospectively, or inform the Contractor that it is not entitled to an extension.

Article 21 - Delays in implementation of the tasks

21.1. If the Contractor fails to deliver any or all of the goods or perform the services within the period of implementation of the tasks specified in the Contract, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the Contract, be entitled to liquidated damages for every day, or part thereof, which shall elapse between the end of the period of implementation of the tasks, or extended period of implementation of the tasks under article 20, and the actual date of completion. The daily rate of liquidated damages is 5/1000 of the value of the undelivered supplies to a maximum of 15% of the total value of the contract.

21.2. If the non-delivery of any of the goods prevents the normal use of the supplies as a whole, the liquidated damages provided for in Article 21.1 shall be calculated on the basis of the total Contract value.

21.3. If the Contracting Authority has become entitled to claim at least 15% of the contract value it may, after giving notice to the Contractor:

- seize the performance guarantee; and/or
- terminate the Contract,
- enter into a contract with a third party for the provision of the balance of the supplies at the Contractor's cost.

Article 22 – Amendments

22.1. Contract amendments must be formalised by a contract addendum signed by both parties or by an administrative order issued by the Project Manager or the Contracting Authority. Substantial amendments to the contract, including amendments to the total contract amount, must be made by means of an addendum. Any contractual amendments must respect the general principles defined in the Practical Guide to contract procedures for EU external actions.

22.2. Subject to the limits of the procedure thresholds set in the Practical Guide to contract procedures for EU external actions, the Contracting Authority reserves the right to vary by an administrative order the quantities as stated in the Special Conditions. The total value of the supplies may not rise or fall as a result of the variation in the quantities by more than 25% of the tender price. The unit prices used in the tender shall be applicable to the quantities procured under the variation.

22.3. The Project Manager and 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, if any, of all such amendments shall be valued in accordance with Article 22.7.

22.4. All administrative orders shall be issued in writing, it being understood that:

- a) if, for any reason, the Project Manager or 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;
- b) if the Contractor confirms in writing an oral order given for the purpose of Article

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22.4.a and the confirmation is not contradicted in writing forthwith by the Project Manager or the Contracting Authority, the Project Manager or the Contracting Authority shall be deemed to have issued an administrative order;

c) no administrative order is required to increase or decrease the quantity of any incidental siting or installation because the estimates in the budget breakdown were too high or too low.

22.5. Save where Article 22.4 provides otherwise, 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 contract price in accordance with the rules set out in Article 22.

22.6. Following the receipt of the Contractor's submission referred to in Article 22.5, the Project Manager shall, after due consultation with the Contracting Authority and, where appropriate, the Contractor, decide without delay whether or not to accept the amendment. If the Project Manager accepts the amendment, it shall notify the Contractor through an administrative order stating that the Contractor shall carry out the amendment at the prices and under the conditions given in the Contractor's submission referred to in Article 22.5 or as modified by the Project Manager in accordance with Article 22.7.

22.7. The prices for all amendments ordered by the Project Manager or the Contracting Authority in accordance with Articles 22.4 and 22.6 shall be ascertained in accordance with the following principles:

- where the task is of similar character and implemented under similar conditions as an item priced in the budget breakdown, it shall be valued at such rates and prices contained therein;
- where the task is not of a similar character or is not implemented under similar conditions, the rates and prices in the contract shall be used as the basis for valuation as far as is reasonable, failing which the Project Manager shall make a fair valuation;
- if the nature or amount of any amendment relative to the nature or amount of the whole contract or to any part thereof is such that, in the opinion of the Project Manager, any rate or price contained in the contract for any item of work is, by reason of such amendment, rendered unreasonable, the Project Manager shall fix such rate or price as he thinks reasonable and proper in the circumstances;
- where an amendment is required by a default or breach of contract by the Contractor, any additional cost attributable to such amendment shall be borne by the Contractor.

22.8. On receipt of the administrative order, the Contractor shall carry out the requested amendment according to the following principles:

- a) The Contractor will be bound by these General Conditions as if the amendment requested by administrative order were stated in the contract.
- b) The Contractor shall not delay the execution of the administrative order pending the granting of any extension of time for completion or adjustment to the contract price.

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c) Where the administrative order precedes the adjustment to the contract price, the Contractor shall keep records of the costs of undertaking the amendment and of the time expended thereon. Such records shall be open to inspection by the Project Manager at all reasonable times.

22.9. The Contractor shall notify the Contracting Authority of any change of bank account, using the form in Annex V. The Contracting Authority shall have the right to oppose the Contractor's change of bank account.

Article 23 – Suspension

23.1. The Contractor shall, on the order of the Contracting Authority, suspend the execution of the contract or any part thereof for such time or times and in such manner as the Contracting Authority may consider necessary. The suspension shall take effect on the day the Contractor receives the order or at a later date when the order so provides.

23.2. Suspension in the event of presumed substantial errors or irregularities or fraud: The Contract may be suspended in order to verify whether presumed substantial errors or irregularities or fraud occurred during the award procedure or the performance of the contract. If these are not confirmed, performance of the contract shall resume as soon as possible.

23.3. During the period of suspension, the Contractor shall protect and secure the supplies affected at the Contractor's warehouse or elsewhere, against any deterioration, loss or damage to the extent possible and as instructed by the Project Manager, even if supplies have been delivered to the place of acceptance in accordance with the contract but their installation has been suspended by the Project Manager.

23.4. Additional expenses incurred in connection with such protective measures may be added to the contract price, unless:

- a) otherwise provided for in the contract; or
- b) such suspension is necessary by reason of some breach or default of the Contractor; or
- c) such suspension is necessary by reason of normal climatic conditions at the place of acceptance; or
- d) such suspension is necessary for the safety or the proper execution of the contract or any part thereof insofar as such necessity does not arise from any act or default by the Project Manager or the Contracting Authority or
- e) the presumed substantial errors or irregularities or fraud mentioned in article 23.2 are confirmed and attributable to the Contractor.

23.5. The Contractor shall only be entitled to such additions to the contract price if it notifies the Project Manager, within 30 days after receipt of the order to suspend the contract, of its intention to claim them.

23.6. The Contracting Authority, after consulting the Contractor, shall determine such additions to the contract price and/or extension of the period of performance to be granted to the Contractor in respect of such claim as shall, in the opinion of the Contracting Authority, be fair and reasonable.

23.7. The Contracting Authority shall, as soon as possible, order the Contractor to resume the contract suspended or inform the Contractor that it terminates the contract. If the period of suspension exceeds 180 days and the suspension is not due to the Contractor's breach or

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default, the Contractor may, by notice to the Contracting Authority, request to proceed with the contract within 30 days, or terminate the contract.

MATERIALS AND WORKMANSHIP

Article 24 - Quality of supplies

24.1. The supplies must in all respects satisfy the technical specifications laid down in the contract and conform in all respects to the drawings, surveys, models, samples, patterns and other requirements in the contract, which shall be held at the disposal of the Contracting Authority or the Project Manager for the purposes of identification throughout the period of execution.

24.2. Any preliminary technical acceptance stipulated in the Special Conditions shall be the subject of a request sent by the Contractor to the Project Manager. The request shall indicate the reference to the contract, specify the materials, items and samples submitted for such acceptance according to the contract and indicate the lot number and the place where acceptance is to take place, as appropriate. The materials, items and samples specified in the request must be certified by the Project Manager as meeting the requirements for such acceptance prior to their incorporation in the supplies.

24.3. Even if materials or items to be incorporated in the supplies or in the manufacture of components to be supplied have been technically accepted in this way, they may still be rejected if a further examination reveals defects or faults, in which case they must immediately be replaced by the Contractor. The Contractor may be given the opportunity to repair and make good materials and items which have been rejected, but such materials and items will be accepted for incorporation in the supplies only if they have been repaired and made good to the satisfaction of the Project Manager.

Article 25 - Inspection and testing

25.1. The Contractor shall ensure that the supplies are delivered to the place of acceptance in time to allow the Project Manager to proceed with acceptance of the supplies. The Contractor is deemed to have fully appreciated the difficulties which it might encounter in this respect, and it shall not be permitted to advance any grounds for delay in fulfilling its obligations.

25.2. The Project Manager shall be entitled to inspect, examine measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract, in order to establish whether the components, materials and workmanship are of the requisite quality and quantity. This shall take place at the place of manufacture, fabrication, preparation or at the place of acceptance or at such other places as may be specified in the Special Conditions.

25.3. For the purposes of such tests and inspections, the Contractor shall:

- a) provide to the Project Manager, temporarily and free of charge, with such assistance, test samples or parts, machines, equipment, tools, labour, materials, drawings and production data as are normally required for inspection and testing;
- b) agree, with the Project Manager, on the time and place for tests;
- c) provide access to the Project Manager at all reasonable times to the place where the tests are to be carried out.

25.4. If the Project Manager is not present on the date agreed for tests, the Contractor may,

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unless otherwise instructed by the Project Manager, proceed with the tests, which shall be deemed to have been made in the Project Manager's presence. The Contractor shall immediately send duly certified copies of the test results to the Project Manager, who shall, if it has not attended the test, be bound by the test results.

25.5. When components and materials have passed the above-mentioned tests, the Project Manager shall notify the Contractor or endorse the Contractor's certificate to that effect.

25.6. If the Project Manager and the Contractor disagree on the test results, each shall give a statement of its views to the other within 15 days of such disagreement arises. The Project Manager or the Contractor may require such tests to be repeated on the same terms and conditions or, if either Party so requests, by an expert selected by common consent. All test reports shall be submitted to the Project Manager, who shall communicate the results of these tests without delay to the Contractor. The results of retesting shall be conclusive. The cost of retesting shall be borne by the Party whose views are proved wrong by the retesting.

25.7. In the performance of their duties, the Project Manager and any person authorised by him shall not disclose to unauthorised persons information concerning the undertaking's methods of manufacture and operation obtained through inspection and testing.

PAYMENTS

Article 26 - General principles

26.1. Payments shall be made in euro or national currency as specified in the Special Conditions. The Special Conditions shall lay down the administrative or technical conditions governing payments of pre-financing and final payments made in accordance with the General Conditions.

26.2. Payments due by the Contracting Authority shall be made to the bank account mentioned on the financial identification form completed by the Contractor. The same form, annexed to the invoice, must be used to report changes of bank account.

26.3. Pre-financing payment shall be made within 30 days from the date on which an admissible invoice is registered by the Contracting Authority. The invoice shall not be admissible if one or more essential requirements are not met. Final payment shall be made within 60 days from the date on which an invoice is registered by the Contracting Authority, together with the request for provisional acceptance as per article 31.2. The date of payment shall be the date on which the paying account is debited.

26.4. The period referred to in article 26.3 may be suspended by notifying the Contractor that the invoice cannot be fulfilled because the sum is not due, because appropriate substantiating documents have not been provided or because there is evidence that the expenditure might not be eligible. In the latter case, an inspection may be carried out on the spot for the purpose of further checks. The Contractor shall provide clarifications, modifications or further information within 30 days of being asked to do so. The payment period shall continue to run from the date on which a properly drawn-up invoice is registered.

26.5. The payments shall be made as follows:

a) 40% of the contract price after the signing of the contract, against provision of the performance guarantee and of a pre-financing guarantee for the full amount of the prefinancing payment, unless otherwise provided for in the Special Conditions. The performance guarantee shall be provided to the Contracting Authority following the procedure foreseen for the performance guarantee in accordance with Article 11, and in accordance with the format annexed to the contract. The pre-financing guarantee must remain valid until it is released 45 days at the latest after the provisional

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acceptance of the goods. Where the contractor is a public body the obligation for a pre-financing guarantee may be waived depending on a risk assessment made;

b) 60% of the value of the contract, as payment of the balance, after receipt by the Contracting Authority of an invoice and of the application for the certificate of provisional acceptance;

26.6. Where only part of the supplies has been delivered, the 60% payment due following partial provisional acceptance shall be calculated on the value of the supplies which have actually been accepted and the security shall be released accordingly.

26.7. For supplies not covered by a warranty period, the payments listed above shall be aggregated. The conditions to which the payments of pre-financing, interim and/or final payments are subject, shall be as stated in the Special Conditions.

26.8. The payment obligations of the European Commission under this contract shall cease at most 18 months after the end of the period of implementation of the tasks, unless the contract is terminated in accordance with these General Conditions.

26.9. Unless otherwise stipulated in the Special Conditions, the contract shall be at fixed prices, which shall not be revised.

26.10. The Contractor undertakes to repay any amounts paid in excess of the final amount due to the Contracting Authority before the deadline indicated in the debit note which is 45 days from the issuing of that note. Should the Contractor fail to make repayment within the above deadline, the Contracting Authority may (unless the Contractor is a government department or public body of a Member State of the European Union) increase the amounts due by adding interest:

at the rediscount rate applied by the central bank of the country of the Contracting Authority if payments are in the currency of that country;

at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro, on the first day of the month in which the time-limit expired, plus eight percentage points. The default interest shall be incurred over the time which elapses between the date of the payment deadline, and the date on which payment is actually made. Any partial payments shall first cover the interest thus established. Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Contractor. This shall not affect the Parties' right to agree on payment in instalments. Bank charges arising from the repayment of amounts due to the Contracting Authority shall be borne entirely by the Contractor.

26.11. Without prejudice to the prerogative of the Contracting Authority, if necessary, the European Union may as donor proceed itself to the recovery by any means. If the contract is terminated for any reason whatsoever, the guarantee securing the pre-financing may be invoked forthwith in order to repay the balance of the pre-financing still owed by the Contractor, and the guarantor shall not delay payment or raise objection for any reason whatever.

26.12. Prior to, or instead of, terminating the contract as provided for in Article 36, the Contracting Authority may suspend payments as a precautionary measure without prior notice.

26.13. Where the award procedure or the performance of the contract proves to have been subject to substantial errors, irregularities or fraud attributable to the Contractor, the Contracting Authority may in addition to the possibility to suspend the performance of the contract in accordance with Article 23.2 and to terminate the contract as provided for in Article 36, refuse to make payments and/or recover amounts already paid, in proportion to the

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seriousness of the errors, irregularities or fraud.

Article 27 - Payment to third parties

27.1. Orders for payments to third parties may be carried out only after an assignment made in accordance with Article 5. The assignment shall be notified to the Contracting Authority.

27.2. Notification of beneficiaries of the assignment shall be the sole responsibility of the Contractor.

27.3. In the event of a legally binding attachment of the property of the Contractor affecting payments due to him under the contract, and without prejudice to the time limit laid down in Article 26, the Contracting Authority shall have 30 days, starting from the day on which it receives notification of the definitive lifting of the obstacle to payment, to resume payments to the Contractor.

Article 28 - Delayed payments

28.1. The Contracting Authority shall pay the Contractor sums due in accordance with Article 26.3.

28.2. Once the deadline laid down in Article 26.3 has expired, the Contractor shall be entitled to late-payment interest:

- at the rediscount rate applied by the issuing institution of the country of the Contracting Authority where payments are in national currency;

- at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro,

on the first day of the month in which the deadline expired, plus eight percentage points.

The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).

However, when the interest calculated in accordance with the first subparagraph is lower than or equal to EUR 200, it shall be paid to the creditor only upon a demand submitted within two months of receiving late payment.

28.3. Any default in payment of more than 90 days from the expiry of the period laid down in Article 26.3 shall entitle the Contractor either not to perform the contract or to terminate it, with 30 days' prior notice to the Contracting Authority and the Project Manager.

ACCEPTANCE AND MAINTENANCE

Article 29 – Delivery

29.1. The Contractor shall deliver the supplies in accordance with the conditions of the contract. The supplies shall be at the risk of the Contractor until their provisional acceptance.

29.2. The Contractor shall provide such packaging of supplies as is required to prevent their damage or deterioration in transit to their destination as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation during transit and open storage. Package size and weight shall take into consideration, where appropriate, the remoteness of the final destination of the supplies, and the possible absence of heavy handling facilities at all points in transit.

29.3. The packaging, marking and documentation inside and outside the packages shall comply with such requirements as shall be expressly provided for in the Special Conditions, subject

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to any amendments subsequently ordered by the Project Manager or the Contracting Authority.

29.4. No supplies shall be shipped or delivered to the place of acceptance until the Contractor has received a delivery order from the Project Manager. The Contractor shall be responsible for the delivery at the place of acceptance of all supplies and supplier's equipment required for the purpose of the contract. If the Project Manager fails either to issue the certificate of provisional acceptance or to reject the Contractor's application within the period of 30 days, it shall be deemed to have issued the certificate on the last day of that period.

29.5. Each delivery must be accompanied by a statement drawn up by the Contractor. This statement shall be as specified in the Special Conditions.

29.6. Each package shall be clearly marked in accordance with the Special Conditions.

29.7. Delivery shall be deemed to have been made when there is written evidence available to both Parties that delivery of the supplies has taken place in accordance with the terms of the contract, and the invoice(s) and all such other documentation specified in the Special Conditions, have been submitted to the Contracting Authority. Where the supplies are delivered to an establishment of the Contracting Authority, the latter shall bear the responsibility of bailee, in accordance with the requirements of the law applicable to the contract, during the time which elapses between delivery for storage and acceptance.

Article 30 - Verification operations

30.1. The supplies shall not be accepted until the prescribed verifications and tests have been carried out at the expense of the Contractor. The verifications and tests may be conducted before shipment, at the point of delivery and/or at the final destination of the goods.

30.2. The Project Manager shall, during the progress of the delivery of the supplies and before the supplies are taken over, have the power to order or decide:

a) the removal from the place of acceptance, within such time or times as may be specified in the order, of any supplies which, in the opinion of the Project Manager, are not in accordance with the contract;

b) their replacement with proper and suitable supplies;

c) the removal and proper re-installation, notwithstanding any previous test thereof or interim payment therefore, of any installation which in respect of materials, workmanship or design for which the Contractor is responsible, is not, in the opinion of the Project Manager, in accordance with the contract;

d) that any work done or goods supplied or materials used by the Contractor is or are not in accordance with the contract, or that the supplies or any portion thereof do not fulfil the requirements of the contract.

30.3. The Contractor shall, with all speed and at its own expense, make good the defects so specified. If the Contractor does not comply with such order, the Contracting Authority shall be entitled to employ other persons to carry out the orders and all expenses consequent thereon or incidental thereto shall be deducted by the Contracting Authority from any monies due or which may become due to the Contractor.

30.4. Supplies which are not of the required quality shall be rejected. A special mark may be applied to the rejected supplies. This shall not be such as to alter them or affect their commercial value. Rejected supplies shall be removed by the Contractor from the place of

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acceptance, if the Project Manager so requires, within a period which the Project Manager shall specify, failing which they shall be removed as of right at the expense and risk of the Contractor. Any works incorporating rejected materials shall be rejected.

30.5. The provisions of Article 30 shall not affect the right of the Contracting Authority to claim under Article 21, nor shall it in any way release the Contractor from any warranty or other obligations under the contract.

Article 31 - Provisional acceptance

31.1. The supplies shall be taken over by the Contracting Authority when they have been delivered in accordance with the contract, have satisfactorily passed the required tests, or have been commissioned as the case may be, and a certificate of provisional acceptance has been issued or is deemed to have been issued.

31.2. The Contractor may apply, by notice to the Project Manager, for a certificate of provisional acceptance when supplies are ready for provisional acceptance. The Project Manager shall within 30 days of receipt of the Contractor's application either:

issue the certificate of provisional acceptance to the Contractor with a copy to the Contracting Authority stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the supplies were completed in accordance with the contract and ready for provisional acceptance; or

reject the application, giving his reasons and specifying the action which, in his opinion, is required of the Contractor for the certificate to be issued.

31.3. Should exceptional circumstances make it impossible to proceed with the acceptance of the supplies during the period fixed for provisional or final acceptance, a statement certifying such impossibility shall be drawn up by the Project Manager after consultation, where possible, with the Contractor. The certificate of acceptance or rejection shall be drawn up within 30 days following the date on which such impossibility ceases to exist. The Contractor shall not invoke these circumstances in order to avoid the obligation of presenting the supplies in a state suitable for acceptance.

31.4. If the Project Manager fails either to issue the certificate of provisional acceptance or to reject the supplies within the period of 30 days, it shall be deemed to have issued the certificate on the last day of that period, except where the certificate of provisional acceptance is deemed to constitute a certificate of final acceptance. In this case, Article 34.2 below does not apply. If the supplies are divided by the contract into lots, the Contractor shall be entitled to apply for separate certificates for each of the lots.

31.5. In case of partial delivery, the Contracting Authority reserves the right to give partial provisional acceptance.

31.6. Upon provisional acceptance of the supplies, the Contractor shall dismantle and remove temporary structures as well as materials no longer required for use in connection with the implementation of the contract. It shall also remove any litter or obstruction and redress any change in the condition of the place of acceptance as required by the contract.

31.7. Immediately after provisional acceptance, the Contracting Authority may make use of all the supplies delivered.

Article 32 - Warranty obligations

32.1. The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials, unless otherwise provided in the contract. The Contractor shall further warrant that all supplies shall have no defect arising from design, materials or workmanship, except insofar as the design or materials

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are required by the specifications, or from any act or omission, that may develop under use of the supplies in the conditions obtaining in the country of the Contracting Authority.

32.2. The Contractor shall be responsible for making good any defect in, or damage to, any part of the supplies which may appear or occur during the warranty period and which:

- a) results from the use of defective materials, faulty workmanship or design of the Contractor; and/or
- b) results from any act or omission of the Contractor during the warranty period; and/or
- c) appears in the course of an inspection made by, or on behalf of, the Contracting Authority.

32.3. The Contractor shall at its own cost make good the defect or damage as soon as practicable. The warranty period for all items replaced or repaired shall recommence from the date when the replacement or repair was made to the satisfaction of the Project Manager. If the contract provides for partial acceptance, the warranty period shall be extended only for the part of the supplies affected by the replacement or repair.

32.4. If any such defect appears or such damage occurs during the warranty period, the Contracting Authority or the Project Manager shall notify the Contractor. If the Contractor fails to remedy a defect or damage within the time limit stipulated in the notification, the Contracting Authority may:

- a) remedy the defect or the damage itself, or employ someone else to carry out the tasks at the Contractor's risk and cost, in which case the costs incurred by the Contracting Authority shall be deducted from monies due to or from guarantees held against the Contractor or from both; or
- b) terminate the contract.

32.5. In case of emergency, where the Contractor cannot be reached immediately or, having been reached, is unable to take the measures required, the Contracting Authority or the Project Manager may have the tasks carried out at the expense of the Contractor. The Contracting Authority or the Project Manager shall as soon as practicable inform the Contractor of the action taken.

32.6. The warranty obligations shall be stipulated in the Special Conditions and technical specifications.

32.7. Save where otherwise provided in the Special Conditions, the duration of the warranty period shall be 365 days. The warranty period shall commence on the date of provisional acceptance and may recommence in accordance with Article 32.3.

Article 33 - After-sales service

33.1. An after-sales service, if required by the contract, shall be provided in accordance with the details stipulated in the Special Conditions. The Contractor shall undertake to carry out or have carried out the maintenance and repair of supplies and to provide a rapid supply of spare parts. The Special Conditions may specify that the Contractor must provide any or all of the following materials, notifications and documents pertaining to spare parts manufactured or distributed by the Contractor:

- a) such spare parts as the Contracting Authority may choose to purchase from the Contractor, it being understood that this choice shall not release the Contractor from any warranty obligations under the contract;

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b) in the event of termination of production of the spare parts, advance notification to the Contracting Authority to allow it to procure the parts required and, following such termination, provision at no cost to the Contracting Authority of the blueprints, drawings and specifications of the spare parts, if and when requested.

Article 34 - Final acceptance

34.1. Upon expiry of the warranty period, or where there is more than one such period, upon expiry of the latest period, and when all defects or damage have been rectified, the Project Manager shall issue the Contractor a final acceptance certificate and a copy thereof to the Contracting Authority, stating the date on which the Contractor completed its obligations under the contract to the Project Manager's satisfaction. The final acceptance certificate shall be issued by the Project Manager within 30 days after the expiration of the warranty period or as soon as any repairs ordered under Article 32 have been completed to the satisfaction of the Project Manager.

34.2. The contract shall not be considered to have been performed in full until the final acceptance certificate has been signed or is deemed to have been signed by the Project Manager.

34.3. Notwithstanding the issue of the final acceptance certificate, the Contractor and the Contracting Authority shall remain liable for the fulfilment of any obligation incurred under the contract prior to the issue of the final acceptance certificate which remains unperformed at the time that final acceptance certificate is issued. The nature and extent of any such obligation shall be determined by reference to the provisions of the contract.

BREACH OF CONTRACT AND TERMINATION

Article 35 - Breach of contract

35.1. Either party commits a breach of contract where it fails to perform its obligations in accordance with the provisions of the contract.

35.2. Where a breach of contract occurs, the party injured by the breach is entitled to the following remedies:

- a) damages; and/or
- b) termination of the contract.

35.3. Damages may be either:

- a) general damages; or
- b) liquidated damages.

35.4. Should the Contractor fail to perform any of its obligations in accordance with the provisions of the contract, the Contracting Authority is without prejudice to its right under Article 35.2, also entitled to the following remedies:

- a) suspension of payments; and/or
- b) reduction or recovery of payments in proportion to the failure's extent.

35.5. Where the Contracting Authority is entitled to damages, it may deduct such damages from

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any sums due to the Contractor or call on the appropriate guarantee.

35.6. The Contracting Authority shall be entitled to compensation for any damage which comes to light after the contract is completed in accordance with the law governing the contract.

Article 36 - Termination by the Contracting Authority

36.1. The Contracting Authority may, at any time and with immediate effect, subject to Article 36.9, terminate the contract, except as provided for under Article 36.2.

36.2. Subject to any other provision of these General Conditions, the Contracting Authority may, after giving seven days' notice to the Contractor, terminate the contract in any of the following cases where:

- a) the Contractor is in serious breach of contract for failure to perform its contractual obligations;
- b) the Contractor fails to comply within a reasonable time with the notice given by the Project Manager requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely implementation of the tasks;
- c) the Contractor refuses or neglects to carry out any administrative orders given by the Project Manager;
- d) the Contractor assigns the contract or subcontracts without the authorisation of the Contracting Authority;
- e) the Contractor is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- f) any organisational modification occurs involving a change in the legal personality, nature or control of the Contractor, unless such modification is recorded in an addendum to the contract;
- g) any other legal disability hindering performance of the contract occurs;
- h) the Contractor fails to provide the required guarantees or insurance, or the person providing the earlier guarantee or insurance is not able to abide by its commitments;
- i) the Contractor has been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;
- j) the Contractor has been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such illegal activity is detrimental to the European Union's financial interests;
- k) the Contractor, in the performance of another contract financed by the EU budget/EDF funds has been declared to be in serious breach of contract;
- l) after the award of the contract, the award procedure or the performance of the contract proves to have been subject to substantial errors, irregularities or fraud;
- m) the award procedure or the performance of another contract financed by the EU

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budget/EDF funds proves to have been subject to substantial errors, irregularities or fraud which are likely to affect the performance of the present contract;

n) the Contractor fails to maintain the contract record during a 7 years period after the final payment is made under the contract;

o) the Contractor fails to perform its obligation in accordance with Article 9a and Article 9b;

p) the Contractor fails to comply with its obligation in accordance with Article 10.

36.3. Termination shall be without prejudice to any other rights or powers under the contract of the Contracting Authority and the Contractor. The Contracting Authority may, thereafter, conclude any other contract with a third party, at the Contractor's own expense. The Contractor's liability for delay in completion shall immediately cease when the Contracting Authority terminates the contract without prejudice to any liability thereunder that may already have arisen.

36.4. Upon termination of the contract or when it has received notice thereof, the Contractor shall take immediate steps to bring the implementation of the tasks to a close in a prompt and orderly manner and to reduce expenditure to a minimum.

36.5. The Project Manager shall, as soon as possible after termination, certify the value of the supplies and all sums due to the Contractor as at the date of termination.

36.6. In the event of termination, the Project Manager shall, as soon as possible and in the presence of the Contractor or his representatives or having duly summoned them, draw up a report on the supplies delivered and the incidental siting or installation performed and take an inventory of the materials supplied and unused. A statement shall also be drawn up of monies due to the Contractor and of monies owed by the Contractor to the Contracting Authority as at the date of termination of the contract.

36.7. The Contracting Authority shall not be obliged to make any further payments to the Contractor until the supplies are completed. After the supplies are completed, the Contracting Authority shall recover from the Contractor the extra costs, if any, of providing the supplies, or shall pay any balance still due to the Contractor.

36.8. If the Contracting Authority terminates the contract pursuant to Article 36.2, it shall, in addition to the extra costs for completion of the contract and without prejudice to its other remedies under the contract, be entitled to recover from the Contractor any loss it has suffered up to the value of the supply unless otherwise provided for in the Special Conditions.

36.9. Where the termination is not due to an act or omission of the Contractor, force majeure or other circumstances beyond the control of the Contracting Authority, the Contractor shall be entitled to claim in addition to sums owed to it for work already performed, an indemnity for loss suffered.

36.10. This contract shall be automatically terminated if it has not given rise to any payment in the three years following its signing by both parties.

Article 37 - Termination by the Contractor

37.1. The Contractor may, after giving 14 days' notice to the Contracting Authority, terminate the contract if the Contracting Authority:

fails to pay the Contractor the amounts due under any certificate issued by the Project Manager after the expiry of the time limit stated in Article 28.3; or

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- consistently fails to meet its obligations after repeated reminders; or
- suspends the delivery of the supplies, or any part thereof, for more than 180 days, for reasons not specified in the contract or not attributable to the Contractor's breach or default.

37.2. Such termination shall be without prejudice to any other rights of the Contracting Authority or the Contractor acquired under the contract.

37.3. In the event of such termination, the Contracting Authority shall pay the Contractor for any loss or damage the Contractor may have suffered.

Article 38 - Force majeure

38.1. Neither party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of *force majeure* which arises after the date of notification of award or the date when the contract becomes effective

38.2. The term *force majeure*, as used herein covers any unforeseeable events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions. A decision of the European Union to suspend the cooperation with the beneficiary country is considered to be a case of force majeure when it implies suspension of funding this contract.

38.3. Notwithstanding the provisions of Articles 21 and 36, the Contractor shall not be liable to forfeiture of its performance guarantee, 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*. The Contracting Authority shall similarly not be liable, notwithstanding the provisions of Articles 28 and 37, for the payment of interest on delayed payments, for non-performance or for termination by the Contractor for default if, and to the extent that, the Contracting Authority's delay or other failure to perform its obligations is the result of *force majeure*.

38.4. If either party considers that any circumstances of *force majeure* have occurred which may affect performance of its obligations, it shall promptly notify the other party and the Project Manager, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the Project Manager in writing, the Contractor shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations which are not prevented by the *force majeure* event. The Contractor shall not put into effect alternative means unless directed so to do by the Project Manager.

38.5. If the Contractor incurs additional costs in complying with the Project Manager's directions or using alternative means under Article 38.4, the amount thereof shall be certified by the Project Manager.

38.6. If circumstances of *force majeure* have occurred and continue for a period of 180 days then, notwithstanding any extension of time for completion of the contract that the Contractor may by reason thereof have been granted, either Party shall be entitled to serve upon the other with 30 days' notice to terminate the contract. If, at the expiry of the period of 30 days, the situation of *force majeure* persists, the contract shall be terminated and, in consequence thereof under the law governing the contract, the parties shall be released from further performance of the contract.

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Article 39 – Decease

39.1. Where the Contractor is a natural person, the contract shall be automatically terminated if that person dies. However, the Contracting Authority shall examine any proposal made by the heirs or beneficiaries if they have notified their wish to continue the contract.

39.2. Where the Contractor consists of a number of natural persons and one or more of them die, a report shall be agreed between the parties on the progress of the contract, and the Contracting Authority shall decide whether to terminate or continue the contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be.

39.3. In the cases provided for in Articles 39.1 and 39.2, persons offering to continue to perform the contract shall notify the Contracting Authority thereof within 15 days of the date of decease. The decision of the Contracting Authority shall be notified to those concerned within 30 days of receipt of such proposal.

39.4. Such persons shall be jointly and severally liable for the proper performance of the contract to the same extent as the deceased Contractor. Continuation of the contract shall be subject to the rules relating to establishment of any guarantee provided for in the contract.

SETTLEMENT OF DISPUTES AND APPLICABLE LAW

Article 40 - Settlement of disputes

40.1. The parties shall make every effort to settle amicably any dispute relating to the contract which may arise between them.

40.2. Once a dispute has arisen, a party shall notify the other party of the dispute, stating its position on the dispute and any solution which it envisages, and requesting an amicable settlement. The other party shall respond to this request for amicable settlement within 30 days, stating its position on the dispute. Unless the parties agree otherwise, the maximum time period laid down for reaching an amicable settlement shall be 120 days from the date of the notification requesting such a procedure. Should a party not agree to the other party's request for amicable settlement, should a party not respond in time to that request or should no amicable settlement be reached within the maximum time period, the amicable settlement procedure is considered to have failed.

40.3. In the absence of an amicable settlement, a party may notify the other party requesting a settlement through conciliation by a third person. If the European Commission is not a party to the contract, the Commission can accept to intervene as such a conciliator. The other party shall respond to the request for conciliation within 30 days. Unless the parties agree otherwise, the maximum time period laid down for reaching a settlement through conciliation shall be 120 days from the notification requesting such a procedure. Should a party not agree to the other party's request for conciliation, should a party not respond in time to that request or should no settlement be reached within the maximum time period, the conciliation procedure is considered to have failed.

40.4. If the amicable settlement procedure and, if so requested, the conciliation procedure fails, each party may refer the dispute to either the decision of a national jurisdiction or arbitration, as specified in the Special Conditions.

Article 41 - Applicable law

41.1. This Contract shall be governed by the law of the country of the Contracting Authority or, where the Contracting Authority is the European Commission, by the European Union law

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supplemented as appropriate by Belgian law.

FINAL PROVISIONS

Article 42 - Administrative and financial penalties

42.1. Without prejudice to the application of other remedies laid down in the contract, a Contractor who has made false declarations, has made substantial errors or committed irregularities and fraud, or has been found in serious breach of its contractual obligations may be excluded from all contracts and grants financed by the EU for a maximum of five years from the date on which the infringement is committed, to be confirmed after an adversarial procedure with the Contractor, in accordance with the relevant EU Financial Regulations. The period may be increased to ten years in the event of a repeat offence within five years of the first infringement.

42.2. In addition or in alternative to the administrative penalty laid down in Article 42.1, the Contractor may also be subject to financial penalties representing 2-10% of the total value of the contract. This rate may be increased to 4-20% in the event of a repeat offence within five years of the first infringement.

42.3. Where the Contracting Authority is entitled to impose financial penalties, it may deduct such financial penalties from any sums due to the Contractor or call on the appropriate guarantee.

Article 43 - Verifications, checks and audits by European Union bodies

43.1. The Contractor will allow the European Commission, the European Anti-Fraud Office and the European Court of Auditors to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks, including checks of original documents, the implementation of the contract. In order to carry out these verifications and audits, the EU bodies mentioned above shall be allowed to conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the project. The Contractor shall ensure that on-the-spot accesses is available at all reasonable times, notably at the Contractor's offices, to its computer data, to its accounting data and to all the information needed to carry out the audits, including information on individual salaries of persons involved in the project. The Contractor shall ensure that the information is readily available at the moment of the audit and, if so requested, that data be handed over in an appropriate form. These inspections may take place up to 7 years after the final payment.

43.2. Furthermore, the Contractor will allow the European Anti-Fraud Office to carry out checks and verification on the spot in accordance with the procedures set out in the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.

43.3. To this end, the Contractor undertakes to give appropriate access to staff or agents of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to the sites and locations at which the contract is carried out, including its information systems, as well as all documents and databases concerning the technical and financial management of the project and to take all steps to facilitate their work. Access given to agents of the European Commission, European Anti-Fraud Office and the European Court of Auditors shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents must be easily accessible and filed so as to facilitate their examination and the

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Contractor must inform the Contracting Authority of their precise location.

43.4. The Contractor guarantees that the rights of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to carry out audits, checks and verification will be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to any subcontractor or any other party benefiting from EU budget/EDF funds.

Article 44 - Data protection

44.1. Any personal data included in the contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. The data shall be processed solely for the purposes of the performance, management and monitoring of the contract by the Contracting Authority without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in application of Union law. The Contractor shall have the right of access to his/her personal data and the right to rectify any such data. Should the Contractor have any queries concerning the processing of his/her personal data, s/he shall address them to the Contracting Authority. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

44.2. Where the contract requires the processing of personal data, the Contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.

44.3. The data shall be confidential within the meaning of Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. The Contractor shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the contract.

44.4. The Contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:

- aa) unauthorised reading, copying, alteration or removal of storage media;
- ab) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
- ac) unauthorised persons from using data-processing systems by means of data transmission facilities;

b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;

c) record which personal data have been communicated, when and to whom;

d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;

e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;

f) design its organisational structure in such a way that it meets data protection requirements.

SPECIAL CONDITIONS

CONTENTS

These conditions amplify and supplement, if necessary, the General Conditions governing the Contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. In exceptional cases, and with the authorisation of the appropriate Commission departments, other clauses may be added to cover specific situations.

Article 2 Language of the Contract

2.1 The language used shall be English.

Article 4 Communications

4.1 Any written communication relating to this Contract between the Contracting Authority and/or the Project Manager, on the one hand, and the Contractor on the other must state the Contract title and identification number, and must be sent by post, fax, e-mail or by hand.

For the Contracting Authority:

Name:	Ministry of Justice Project Implementation Unit "Upgrading of Judiciary Buildings"
Address:	Ministry of Justice Nemanjina 22-26 11000 Belgrade, Republic of Serbia
Telephone:	+381 11 3620 629
e-mail:	milan.lazarevic@projekti.mpravde.gov.rs

For the Contractor:

Name:	
Address:	
Telephone:	
e-mail:	

Article 8 Assistance with local regulations

8.1 The applicable tax and customs arrangements are the following:

Exemption of taxes

In the line with Annex of Finance Contract (Upgrading of Judiciary Buildings B) no 81.657 signed between Republic of Serbia and European Investment Bank.

Article 11 Performance guarantee

- 11.1 The amount of the performance guarantee shall be 10 % of the Contract value, including any amounts stipulated in addenda to the Contract.

Article 12 Insurance

- 12.1 The Contractor shall insure the goods for their replacement value (110%) during delivery and commissioning. The insurance policy shall cover the risks during shipping and handling, storage, local transport, installation, covering losses due to traffic accidents, transport damage, theft, improper handling, fire, water, lighting and professional malpractice, from time of shipment (ex factory/warehouse) until the issuance of the Provisional Acceptance Certificate.

Article 13 Programme of implementation of tasks

- 13.1 The place of acceptance of the supplies shall be 17a Savska Street, 11000 Belgrade.

The Contractor shall within 2 weeks from the date of contract signature by both parties submit an indicative Programme of implementation of tasks for the information and potential comments by the Contracting Authority. The Programme should be presented in days from the day of issuance of the Commencement Order. The Contractor is responsible to timely coordinate the deliveries and all other associated activities with the Contracting Authority. If necessary, the Contractor shall regularly update the Programme of implementation of tasks.

No separate payment shall be made for the preparation/updating as requested of such a Programme.

Article 18 Commencement order

- 18.1 The implementation of the contract shall commence on the date indicated in an administrative order, which shall be issued by the Project Manager of the Contracting Authority within 3 months of the signature of the contract by both parties.

The envisaged implementation of the contract is 3rd August 2019.

Article 19 Period of implementation of the tasks

- 19.1 The time limits for the implementation shall be forty five (45) calendar days.

Article 25 Inspection and testing

- 25.2 Inspection and testing will take place upon installation at respective location in accordance with Annex II + III of the Contract and Article 25 of the General Conditions.

Article 26 General principles for payments

- 26.1 Payments shall be made in EUR.

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Payments shall be authorized and made by the Contracting Authority. Upon verification of the Furniture conformity with specification, Contracting Authority shall issue provisional acceptance certificate.

- 26.5 In order to obtain payments, the Contractor must forward to the authority referred to in paragraph 26.1 above:
- a) For the 40% pre-financing, the pre-financing guarantee
 - b) For the 60% balance, the invoice(s) in triplicate together with the request for provisional acceptance of the supplies.

Article 29 Delivery

- 29.3 The packaging will become the property of the recipient subject to environmental considerations.

Article 31 Provisional acceptance

- 31.1 The Certificate of Provisional Acceptance must be issued using the template in Annex C11.

Article 32 Warranty obligations

- 32.6 The Contractor shall submit the appropriate product warranty. The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. Equipment that is used (repaired, recertified, remanufactured, counterfeit, with existing working hours) will not be accepted. The Contractor shall further warrant that none of the supplies have any defect arising from design, materials or workmanship.
- 32.7 The warranty must remain valid for one year after provisional acceptance.

Article 40 Settlement of disputes

- 40.4.1 Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Courts of the Republic of Serbia in accordance with the national legislation of the state of the Contracting Authority.

ANNEX II + III: TECHNICAL SPECIFICATIONS + TECHNICAL OFFER

Contract title: Supply of Computer and Security Equipment for Palace of Justice Building in 17a Savska street, Belgrade

Publication reference: 2019/S 107-260334

Column 1-2 should be completed by the Contracting Authority

Column 3-4 should be completed by the tenderer

Column 5 is reserved for the evaluation committee

Annex III - the Contractor's technical offer

The tenderers are requested to complete the template on the next pages:

- Column 2 is completed by the Contracting Authority shows the required specifications (not to be modified by the tenderer),
- Column 3 is to be filled in by the tenderer and must detail what is offered (for example the words “compliant” or “yes” are not sufficient)
- Column 4 allows the tenderer to make comments on its proposed supply and to make eventual references to the documentation

The eventual documentation supplied should clearly indicate (highlight, mark) the models offered and the options included, if any, so that the evaluators can see the exact configuration. Offers that do not permit to identify precisely the models and the specifications may be rejected by the evaluation committee.

The Bidder shall in its bid fully comply with all the required minimum characteristics and quantities for each requested product in accordance with this Technical specification.

The offered equipment shall be delivered to the site and to the user's premises and shall comprise installation and commissioning of the equipment:

- in the Data Center for server equipment
- in offices for user equipment

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- in the entrance area for access control equipment.

The user equipment requires installation and configuration of the accompanying services necessary for smooth operation:

- Establishing and configuring AD by extending the existing Active Directory system:
 - o Establishing a secure access to computers, where each user has his unique user account and password.
 - o Establishing security policies that provide a safe working environment and improve the user performance.
 - o Adding all user computers to the domain, creating user accounts and creating AD groups according to the organization chart.
 - o Configuring DNS for easier resolution of internal applications and other computers within the network.
- Establishing and configuring hardware inventory systems, distribution and software inventory and security patches by expanding the existing installation:
 - o Creating a unique operating system to be installed on each computer, with the possibility of network installation, if necessary.
 - o Creating packages for all client applications for which there is a business need, and upgrading the existing packages with new versions. This service includes distribution of all created packages.
 - o Establishing a procedure for issuing security patches and operating system updates upon the recommendation of the operating system's vendor, as well as implementation of the procedure itself.
 - o Creating reports from tools at the user's request, an example of a report is an overview of applications per user.
 - o Setting up the user system on the user's request.
- Sharing documents:
 - o Creating network folders for easier document exchange and establishing a responsible person for the created folders.
 - o Assigning access rights to the created web folders with the consent of the responsible person.

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- Installing and configuring computers
 - o Installing a Unified Operating System on all computers and adding all computers to the domain.
 - o Training of users for access and use of the allocated resources.
 - o Setting up applications in accordance with the job performed by the user.
 - o Solving problems on computers, if they occur.
 - o Installing the accompanying computer equipment and necessary business applications related to the user's job.

The described technical characteristics are the minimum, it is allowed to offer better performances than requested.

The offer must be clear enough to allow the evaluators to make an easy comparison between the requested specifications and the offered specifications.

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Lot 1 – IT Equipment

1. Item Number	2. Specifications Required	3. Specifications Offered	4. Notes, remarks, ref to documentation	5. Evaluation Committee's notes
1	<p>Rack server of minimum height 2U when installed into the rack</p> <p>CPU: 2 x Intel Xeon Gold 5120 14C (19.25M Cache, 2.20 GHz) or better performances</p> <p>Chipset: Intel C624 or equivalent</p> <p>Memory: 384GB (12 x 32GB DDR4, Registered ECC, 2Rx4. 2.666 MHz), upgradable up to minimum 3TB (24 DIMM slots) memory protection: Advanced ECC, Memory Scrubbing, SDDC, Rank sparing memory support, Memory Mirroring support</p> <p>Communication: minimum 4 x 10Gb SFP + ports and 4 x 10Gb SFP + LP ports, 6 x SFP + active twinax 2m cables; a special LAN port (RJ45) for remote server control with a corresponding license that enables redirection of the mouse, keyboard and monitor and remote sharing of DVD and USB</p> <p>Disks: 1 x SSD SATA 240GB m.2 for hypervisor, 2 x SSD SAS 12G 400Gb 2.5 inch 3DWPD, 10 x SSD SATA 6G 960GB 2.5 inch 3 DWPD; disks upgrade up to 24 x 2,5 inch disks</p> <p>Connections: 1 x VGA on the back and option for 1 x VGA on the front. Option up to 5 x USB 3.0 (2x</p>			

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	<p>front, 2x rear, 1x internal)</p> <p>Expansion slots: optional expandability up to a minimum of 8 x PCIe 3.0 slots. Possibility of installing an internal DVD RW device. Possibility of installing an internal LTO device.</p> <p>Power supply: Minimum 2 x HotPlug redundant power supplies of maximum power 450W (Platinum, 94% efficiency) for increasing energy efficiency with corresponding rack power cords of minimum length 4m.</p> <p>Compliance with standards: CE, RoHS, WEEE</p> <p>Certification:</p> <p>The offered server shall be certified for:</p> <ul style="list-style-type: none"> • VMWare vSphere (ESXi) • RHEL • MS Windows Server • Oracle® Linux 7 <p>General characteristics of the server:</p> <p>The servers shall be adapted for installation into a standard 19' rack cabinet and occupy a maximum of 2U.</p> <p>The offer shall include all necessary cables for installation and connection.</p> <p>Warranty:</p>			
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	<p>The manufacturer's warranty for a minimum of 60 months, with free of charge parts and the work of an authorized service technician on the user's site, response time next business day 9x5 (NBD 9x5). The offer shall contain a link to the official website of the manufacturer where the length of the warranty, expiry date and type of warranty for the device can be verified based on the serial number.</p> <p>Delivery includes installation of equipment in the user's server room, configuration, commissioning and implementation of all system functionalities of interest to the user which are covered by the license.</p>			
2	<p>Standard server cabinets 42U, ready for installation of dedicated servers and communication equipment with all necessary rails, distribution lines, connecting elements, fan panel and all other necessary equipment.</p> <p>Delivery includes the installation of equipment in the user's server room.</p>			
3	<p>Production storage device shall meet the set requirements and be functional as a single physical unit for the storage of production data.</p> <p>Technical characteristics of a storage device:</p> <ul style="list-style-type: none"> The offered storage device should be a standard rack-mount type, height at least 2 RU, modular, scalable and suitable for further upgrade. Delivery of all required mounting accessories (guides, rails ...) is included. 			

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	<ul style="list-style-type: none"> • The offered storage system shall be without a single breakpoint and all components shall be replaceable during operation (hot-swap). • The storage shall have minimum 2 (two) built-in controllers. The controllers need to be completely redundant and in "active-active" configuration, ensuring in this way a simultaneous access to each logical volume by all controllers. • Minimum 8GB of embedded cache memory per controller, i.e. a storage device shall have a minimum of 16GB of cache memory upgradable up to 64GB. • The device shall have the option of SSD caching on SSDs. • The storage device shall have the option of upgrading up to a minimum of 1.4PB RAW of space. It shall have support for: SAS, SSD, SATA and NL SAS. • The following disks to meet the required capacity should be offered, as well as the number of physical disks for the required performance of the system. It is allowed to offer more capacity, but it is not allowed to offer less physical disks: • Minimum 24 SAS disks of 4TB 7200 			
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	<p>RPM;</p> <ul style="list-style-type: none"> • 12Gbps SAS interface. • The device shall support a redundant array of independent disks – RAID, standards 0, 1, 5, 6 and 10 • Software licenses should be included in the offer: • Local Data Protection License - SnapShot • The device shall also have the option of configuring disks as part of a dynamic partition in which the data would be distributed evenly on the required number of disks. This configuration method shall provide a dropout of a number of disks, i.e. more than 2 or 3 or more, if these discs make free space on the device. • The system shall support dynamic RAID level migration • The system shall support online upgrade of all firmware and operating system • The device has to be equipped with an auto-support system for malfunction notification on the device as well as the event monitor system. The system shall be able to notify the user and the manufacturer that the malfunction will occur or has 			
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	<p>already occurred.</p> <ul style="list-style-type: none"> • Possession of a Thin Provisioning license is required: Presentation of a logical disk of any size without using physical capacity until the data is written to the disk. • Connections: 4x10Gbps iSCSI • The possibility of expanding the 8xFC 16 Gbps port for connecting (front-end) with all SFPs or 8x1Gbps ports (front-end) or 10Gbps ports (front-end) • The built-in power supplies of all system components shall be redundant (at least N + 1 or N + N, if supported). Built-in power supplies are single phase 230V / 50 Hz. • Built-in redundant and replaceable cooling fans. • Controlling and monitoring need to be carried out through network ports for managing and monitoring system operation. The possibility of remote tracking, diagnostics and notification should be available. • Supported operating systems implemented within the desktop virtualization system and the Platform for creating a "Private Cloud" infrastructure, or already implemented in the IT system of the Client: 			
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	<p>Microsoft Windows Server, Red Hat Enterprise Linux, Oracle Enterprise Linux, VMware ESX</p> <ul style="list-style-type: none"> The bidder shall provide at least 36 months of warranty and maintenance during that period for all components of the device (software and hardware). Maintenance of the device on site would be on the “on-site next business day” basis. 			
4	<p>Desktop virtualization solution and creation of VDI / Private Cloud infrastructure</p> <p>With the view of simplifying the use and control of the entire environment, it is required that the complete offered solution, including desktop virtualization, the hypervisor used for the given solutions, as well as the solution for creating a Private cloud infrastructure, i.e. the Software Defined Data Center environment (SDDC), come from the same manufacturer.</p> <p>It is necessary to offer a desktop virtualization solution that meets the following requirements:</p> <ul style="list-style-type: none"> The solution needs to enable simple control, management and access to virtual desktops based on Linux or Windows operating systems. Application virtualization support. Support for real-time application delivery, i.e. the possibility of presenting 			

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	<p>applications to a virtual desktop at the time the user logs on to it.</p> <ul style="list-style-type: none"> • Support for timely delivery of functionality and "Instant Clone" functionality. • Support for managing and creating different users, profiles and policies. • Support for access to virtual desktops and virtualized applications through a single sign-on (SSO) • Support for Blast Extreme and RDP protocol. • Support for hardware and software H.264 encoder. • Support for multiple monitors, minimum 4 monitors with a minimum resolution of 2560 x 1600 • Support for smart card redirection. • Support for audio-in redirection with client machines on a remote desktop. • Support for audio-out redirection. • Support for Clipboard Redirection, i.e. copy and paste functions and redirection between the client machines and a remote 			
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	<p>desktop.</p> <ul style="list-style-type: none">• Support for Client Drive Redirection (CDR), i.e. the possibility of accessing local shared folders and disks.• Support for USB Redirection, i.e. the possibility of accessing local USB devices from a remote desktop.• Support for image management for physical desktops.• Support for Kerberos authentication.• Support for intergration of OpenLDAP and Microsoft Active Directory.• Support for creating virtual desktops with the following OS:<ul style="list-style-type: none">○ Ubuntu, minimum versions 14.04, 16.04 and 18.04○ RHEL, minimum versions 6.6, 6.7, 6.8, 6.9, 7.2, 7.3, 7.4 and 7.5○ Windows 10, 8.1, 7 SP1○ Windows Server 2016, 2012 R2, 2008 R2○ Support for Skype for Business.• A license for minimum 10 Named Users is to be offered.• It is necessary to provide technical support for the offered licenses for the period of 12 months, to include a 24-hour support all 7			
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	<p>days a week directly from the software manufacturer, and the right to install new software versions - during the period of support.</p> <ul style="list-style-type: none"> • The offered license should include everything that is required for the requested solution (including the license for the hypervisor in use, as well as a license to use the virtual storage solution, i.e., the possibility of creating hyper-converged solutions). <p>Delivery also includes implementation of all system functionalities of interest to the user which are covered by the license.</p>			
5	<p>For the purpose of creating a Private cloud infrastructure, a solution is needed which will enable virtualization of the server infrastructure, virtual network infrastructure, creation of a virtual storage system, management, automation of the Cloud platform with the component system, and a solution for management of work environment within the framework of the entire cloud infrastructure. In accordance with the above, the basic components and functions of the overall solution are the following:</p> <ul style="list-style-type: none"> • Server virtualization platform. • Platform for virtualization of network infrastructure and network services. • Network monitoring platform. • Platform for creating a virtual storage and 			

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	<p>hyperconvergent infrastructure</p> <ul style="list-style-type: none"> • Automation platform that should enable creation and use of the user portal, creation of application and infrastructure services in accordance with the given policies, with support for virtual, physical and public cloud infrastructure. • Platform for performance monitoring and capacity utilization, as well as for its management, with support for a heterogeneous environment. • Platform for monitoring and analyzing logs that enables easy review of logs with different systems for the purpose of easier problem solving. • Platform for monitoring consumed resources by individual units and generating reports related to the possibility to calculate and charge the consumed resources, with support for heterogeneous environments. • Platform for creating and managing workload within the entire infrastructure, enabling initial configuration, creating different work domains, upgrading and patching the system. <p>With the view of easier management of the entire solution, the offered solution and the platforms need to be from the same manufacturer.</p> <p>Individual platforms should enable and support the following functionalities:</p>			
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	<p>The server virtualization platform shall meet the following minimum requirements:</p> <ul style="list-style-type: none"> • Possibility of "live" migration of virtual machines between different hosts without service interruption • Possibility of "live" migration of virtual disks of virtual machines without service interruption • The possibility of copying a virtual machine to another location • Possibility of automatic restart of a virtual machine on another host in case of physical failures • Support for NFS, iSCSI, FC, FCoE • Support for 4K Native Storage • Possibility of adding RAM resources to virtual machines • Enable encryption of virtual machines • Support for Trusted Platform Module (TPM) 2.0 and virtual TPM • Enabled use of a distributed switch • Support for container systems • Support for persistent memory in order to improve the system performances • Prioritization of virtual machine resources and enabled load balancing <p>Supported operating systems implemented within the desktop virtualization system and the Platform for creating a "Private Cloud" infrastructure, or already implemented in the IT system of the Client:</p> <ul style="list-style-type: none"> • Ubuntu versions 18.4, 17.1, 17.04, 16.1, 16.04, 15.1, 15.04, 14.04, 13.10, 13.04, 			
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	<p>12.10, 12.04</p> <ul style="list-style-type: none"> • CentOS versions 7.x, 6.x, 5.x, 4.9 • Debian versions 6.0, 7.x, 8.x, 9.x • Windows Server 2016, 2012 P2, 2012, 2008, 2003 P2, 2003 • Windows versions 10, 8.1, 8.0, 7, XP • Oracle Linux versions 4.9, 5.x, 6.x, 7.x • Red Hat Enterprise Linux versions 3.x, 4.x, 5.x, 6.x, 7.x • SUSE Linux Enterprise Server versions 12, 11 SP4, 11 SP3, 11 SP2, 10 <p>For the purpose of management of creative machines, it is also necessary to provide a control module that will allow easy monitoring and management of the number of offered processor licenses. It is necessary to set HTML 5 based GUI, as well as the ability to view alarms and notifications.</p> <p>Solution for virtualizing network infrastructure and network services to meet the following minimum requirements:</p> <ul style="list-style-type: none"> • The solution shall be independent from the used hardware and shall enable creation of a complete network model within the software, with the possibility of creating a simple network topology and complex network nets. 			
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	<ul style="list-style-type: none"> • The solution must be integrated into the Central Virtual Infrastructure Management System, as well as to enable migration of virtual machines running under other existing virtual client management systems of the Client • The solution shall support VXLANs. • Support for centralized management of virtual network infrastructure on all hosts • Support for complete L2 and L3 interrupt functionality within a virtual environment. • The solution shall support the following VPN functionalities: <ul style="list-style-type: none"> ○ IPSEC VPN ○ SSL VPN ○ L2 VPN ○ GRE tunnel • The solution shall have an integrated distributed firewalling which is integrated into the kernel hypervisor and operates at the vNIC level for each virtual machine. Defined rights shall be valid even when a virtual machine changes the server on which it is located. • The distributed firewalling shall support the following: <ul style="list-style-type: none"> ○ Active Directory integration ○ Context-aware firewall (Layer 7) • The solution shall enable integration with other solutions, such as antivirus solutions and next-generation firewalling solutions, IDS/IPS detection systems. 			
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	<ul style="list-style-type: none"> • The solution shall support the bridging functionalities between the virtual and physical environments, i.e. enable communication between virtual machines connected to the virtualized switches and physical machines connected to the physical switches. • The solution shall support the hardware-VTEP (OVSBD) with L2 Bridging. • The solution shall enable functionality load balancing with server-side verification and App Rules for traffic management and handling, with minimum support for the following functions: <ul style="list-style-type: none"> ○ Load balancing: UDP, TCP (L4-L7), HTTP, HTTPS ○ Supported algorithms: Round Robin, Src IP hash, least connection. ○ Health Checks: TCP, ICMP, UDP, HTTP, HTTPS ○ Support for automation and use of APIs for integration with other solutions. • The solution shall have advanced tools for monitoring and managing the network: <ul style="list-style-type: none"> ○ Tunnel Health Monitoring ○ TraceFlow ○ Flow Monitoring 			
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	<ul style="list-style-type: none"> ○ IPFix • The solution shall enable traffic monitoring (IPFIX), planning and managing firewall rules, as well as solving network environment problems. <p>Network monitoring solution containing minimum the following:</p> <ul style="list-style-type: none"> • Network traffic analysis (VDS IPFIX, V2V, P2P) • Creation of a firewall policies and of export into network environment in accordance with the recorded traffic, i.e. micro-segmentation planning. • A simple overview of network topologies, analyses and configurations in accordance with the best practices • Overview of the network topology of virtual machines, including the ability to obtain data from physical switches and routers • Overview of third-party firewalls used in the configuration • Flow support from physical devices <p>The platform for creating virtual storage space and hyperconvergent infrastructure shall provide at least the following:</p> <ul style="list-style-type: none"> • The platform of the same manufacturer as the server virtualization platform. • Creating a shared storage space by means of internal disks within the offered hosts for the virtualization platform. • The ability to create memory using 			
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	<p>different types of disks, for hybrid or all-flash system configurations.</p> <ul style="list-style-type: none"> • The platform shall be integrated with the solution for server virtualization, so installation of no additional software is required. • The platform shall support advanced features such as high availability and live migration of virtual machines. • The platform shall enable creation of snapshots and clones. • The platform shall enable the use of hardware from different server manufacturers, and be certified for the offered servers • The solution shall support iSCSI Target Service. • The solution shall support the ability to control I/O traffic. • The solution shall support simple system extensions and adding new disks or hosts, without affecting system performance. • The solution shall enable high availability of data, so that all data is available in case of disk failure or failure of the entire host. • The solution shall support deduplication and data compression. • The solution shall support efficient utilization of available capacity through technologies such as RAID 5/6 Erasure Coding. • Support for data-at-rest encryption. • Support for a stretched-cluster solution configuration. <p>Automation platform</p>			
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	<p>The automation platform should enable and speed up creation and delivery of various IT services to end users and bodies, through simultaneous support for different infrastructure used, different applications and services. The solution should automate the overall management of IT resources and enable the following:</p> <ul style="list-style-type: none"> • Automated process of creation and delivery, through hardware infrastructure support, including various server, network, storage, and security components. • Resource management and monitoring throughout their life cycle, from initial setting up and implementation, their use, their changing and renaming, to the ultimate exploitation of a resource and its replacement. • Automation of the use of both local resources and resources within the cloud environment (cross-cloud). • Integration with the rest of the IT "ecosystem", through support for integration with other solutions and tools. • The solution should provide the use of a self-service portal through which users can easily access infrastructure services and create or request the required resources. <p>In addition to the above, the automation platform shall meet at least the following requirements:</p> <ul style="list-style-type: none"> • Creation of a self-service portal containing a catalog of services, available through GUI, CLI and API interface. • Creation of different profiles, i.e. templates, which can be used for automated creation of infrastructure services (IaaS), 			
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	<p>software services, application services, i.e. enabling creation of any type of service (XaaS). It is also necessary to enable simple creation of the mentioned templates through the "Drag and Drop" solution functionality.</p> <ul style="list-style-type: none"> • Defining policies that approve requests generated through the portal. <p>IaaS should enable the following:</p> <ul style="list-style-type: none"> • Configuring and creation of one or more machines while monitoring the entire lifecycle of the created resource (life cycle management). • Configuring and creation of network and security parameters. • Storage configuration <p>XaaS should enable the following:</p> <ul style="list-style-type: none"> • Creating arbitrary IT services based on a particular platform, application or software. • Creating services in the form of catalogues or in the form of activities, i.e. defined steps to be executed. • Enabled establishment of parent/child relation between the created templates. For example, a template for a particular application consists of the infrastructure, XaaS and software components. • The template shall be available as a code that is legible and can be changed. • Enabled VM cloning • Integration with offered desktop virtualization platform. <ul style="list-style-type: none"> • Support for execution of various operations 			
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	<p>– switching on and off of the machine, restart, console access, RDP/SSH connection to the machine, machine reconfiguration (adding and taking away resources), creating images, deleting, archiving, and the possibility of adding activities and operations, such as a backup/restore process. At the same time, it is necessary to create corresponding policies to define who can perform certain activities within the framework of corresponding defined organizations or services.</p> <ul style="list-style-type: none"> • The system shall enable the allocation and rental of resources/services for a certain period, as well as: <ul style="list-style-type: none"> ○ Creating policies that automatically release allocated /rented resources after expiration of time of use of these resources. ○ Possibility of producing time, i.e. the period to which the service was allocated. ○ Identification of the allocated resources which, however, can be released due to inactivity. ○ Automation of the process of notification and verification that a particular service can be released. ○ The possibility of adding and taking away resources within the already allocated service. ○ Possibility of adequate dimensioning of the required services, in order to avoid reserving more resources than actually needed. ○ Integration of the process of adding resources/services to the 			
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	<p>tools of different manufacturers, such as CMDB tools (database for configuration management), creation of work orders, managing IP addresses and the like.</p> <ul style="list-style-type: none"> • The available API for connecting to services within different applications. • The ability to group resources, i.e. to create different levels of resources, depending on location, type, availability, etc. • Possibility of defining different groups, organizations ("multitenant" environment). <p>Platform for monitoring performances and capacity utilization</p> <p>The entire solution shall enable simple and intelligent monitoring of performances and capacity utilization within physical, virtual and cloud infrastructure. The solution shall connect the information received from the application and the storage system itself, where the application-related data is located, through a unified application tool, which enables the following:</p> <ul style="list-style-type: none"> • Intelligent and smart execution of operation: self-learning tools, predictive analytics, intelligent load balancing and smart management of warnings related to applications and infrastructure should provide proactive identification and activities in order to help prevent capacity utilization problems to prevent problems related to system configuration. • Automation in accordance with the defined policies, which should enable proper and optimal use of available resources, while 			
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	<p>monitoring the fulfillment of specified standards.</p> <p>In addition to the above, the platform for performance monitoring and capacity utilization shall meet the following minimum requirements:</p> <ul style="list-style-type: none"> • Highly available scale-out platform with configurable overviews and reports. • The ability to create flexible operational policies and operational groups. • The solution should have self-learning analytics for defining and monitoring of system performances, as well as the possibility to dynamically define limits. • Intelligent and advanced alarm management, in such a way that instead of generating a large number of alarms, only one that directly indicates the cause of the problem is generated, while at the same time generating recommendations how to solve and overcome the reported problem. • Root-cause problem analysis and giving recommendations related to problem solving. • Monitoring of basic resources of OS-CPU, disk, memory, network. • Monitoring the resource memory such as I/O flow, latency. • Monitoring of the consumed capacities and capacity model-driven analytics, analysis of proper capacity definition for individual services (in order to avoid their over-dimensioning or sub-dimensioning) and their optimization. • Creating "what-if" analyses and reports, in order to provide a simple insight in a 			
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	<p>predictive way in the activities affecting the complete system.</p> <ul style="list-style-type: none"> • Monitoring of the utilization of resources, their planning and optimization, regardless of the type of the monitored object, including the system data. • Automatic finding of applications, their mapping and visualization of connections between different applications and systems. • Integration with server virtualization platform. • Possibility of using additional management packages that allow monitoring of various databases, applications and middleware. • Monitoring of database, applications, and middleware. <p>Platform for log monitoring and analysis</p> <p>A complex environment, composed of a large number of different systems and components of different manufacturers, certainly requires addressing possible problems in an efficient and simple manner. It is of great importance to provide a simple insight into the generated logs for the purposes of monitoring the system operation, for the purpose of prompt response to possible problems. Therefore, it is necessary to provide a platform that:</p> <ul style="list-style-type: none"> • Enables quick problem analysis and solution through intuitive and simple GUI. • Supports physical and virtual environments, allowing connections to different operating systems, applications, storage systems, network devices, creating a unique location where different logs with systems are collected, stored and analyzed. 			
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	<ul style="list-style-type: none"> • Collects different types of generated logs, such as application logs, network tracks, configuration files, logs for use, system dumps, and the like. • Integrates with the platform for monitoring performances and capacity utilization, for the purpose of a comprehensive end-to-end system analysis. <p>In addition to the above, the platform for log monitoring and analysis shall meet the following minimum requirements:</p> <ul style="list-style-type: none"> • Available panel that can be further customized, providing a general and comprehensive overview of logs and systems. • Defining users and assigning appropriate rights to users (Role-based access control). • Machine learning and intelligent grouping of linked data and logs for faster search. • Real-time monitoring, search and analysis of logs. • The system is required to enable collecting logs from the following systems: <ul style="list-style-type: none"> ○ Systems that send logs through the syslog protocol. ○ Systems that support installation of the appropriate agent, minimum for: Windows Vista, Windows 7, Windows 8, Windows 8.1, Windows 10, Windows Server 2008, Windows Server 2012 R2, Windows Server 2016, RHEL 5 , RHEL 6, RHEL 7, SLES 11 SP3 SLES 12 SP1, Ubuntu 12.04 LTS, 14.04 LTS, 16.04 LTS 			
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	<ul style="list-style-type: none"> ○ Systems that use http and https through the API can send logs. ● Integration and collection of logs related to access to the virtualization platform. <p>Platform for monitoring of resource consumption</p> <p>A simple insight into the overall cost of the complete cloud system is required, as well as understanding of how and in which way the available resources are consumed. The solution should enable:</p> <ul style="list-style-type: none"> ● Automatic data collection and cost analysis, covering the entire heterogeneous and cross-environment of the environment. ● A simple overview and comparison of costs and prices of certain service activities if they are created within a private or public environment. ● Creating a report that provides information which group or institution (tenant), application or service uses the available resources, and the number of those users. ● Identification and improvement of resource utilization on the basis of cost-related reports. ● Integration with server virtualization platform. ● Integration with the automation platform, in order to know the prices of each created template. <p>In addition to the above, the platform for monitoring of resource consumption shall meet the following minimum requirements:</p>			
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	<ul style="list-style-type: none"> • Measurement and monitoring of consumption within the created cloud platform. • Monitoring and creating cost trends, predicting monthly costs. • Possibility of adding and defining additional costs by users. • Analysis of costs by individual resources. • A complete overview of components affecting the cost of using a particular service, for example, some virtual machines, and an average price estimate. • "What-if" analysis that shows the price of a particular service depending on the platform. • Integrated with the platform for monitoring performances and capacity utilization, enables monitoring of costs related to the utilization and non-utilization of services within the system. • Mapping organizations (tenant) in order to create their hierarchies and to define costs. • Support for REST API. • The ability to customize the generated reports. <p>The platform for creating and managing workload domains should provide the following functionalities:</p> <ul style="list-style-type: none"> • Initial configuration of the entire system through the automation of hypervisor installations, network and storage virtualization components, as well as other components of the overall solution. • Configuring, upgrading and patching individual components. 			
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	<ul style="list-style-type: none"> • Creating different workload domains, which represent part of the selected server, network and storage resources for specific applications and/or services. <p>Delivery also includes implementation of all system functionalities of interest to the user which are covered by the license.</p> <p>For the platform for creating a Private cloud infrastructure, which shall contain the above requirements, it is necessary to provide a license for a minimum of 10 physical processors (CPUs).</p> <p>It is necessary to provide technical support for the offered licenses for the period of 12 months, to include a 24-hour support all 7 days a week directly from the software manufacturer, and the right to install new software versions - during the period of support.</p>			
6	<p>Backup software licensed in the manner that the number of licenses shall cover the number of offered processors (minimum 10)</p> <ul style="list-style-type: none"> • Backup software must work with the offered desktop virtualization solution and platform for creating a "Private Cloud" infrastructure. All functions in this specification must be supported on the offered version of the hypervisor • Software must support virtualized hosts managed by the virtual environment management system for the virtualization solution offered • Software must support stand-alone 			

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	<p>virtualized hosts</p> <ul style="list-style-type: none"> • Software must support the backup of all "guest operating systems" that will be created for this project on the Client platform • The software shall be licensed by the "CPU" model. All features and components shall be included in the price. No additional licensing fees are allowed (per TB of protection, additionally calculated deduplication) • The software shall be hardware agnostic and shall use any storage server and hardware • The software shall create self-sustaining archives in the form of freely movable files with the option of creating such files per a backup job or per a virtual machine • The software shall have deduplication and compression mechanisms that result in reduction of storage space for backup files. Enabling deduplication and/or compression shall not prevent any other functionality in the specification • The software shall provide an abstraction level through individual storage devices (extensions) to create a virtual storage space for storing backup copies. An unlimited amount of extensions shall be supported. • The software may not use a central database to store any type of deduplication 			
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	<p>metadata. The loss of the database shall not make the backup data unrecoverable. Deduplicated metadata shall be stored among the backup files.</p> <ul style="list-style-type: none"> • The software should be capable to run without installing a standalone agent that requires maintenance, application, upgrading, etc. within the virtual machine for all backup and restore operations • The software shall use a single pass backup with the ability to include individual files and folders from the process. This option is necessary for all types of recoveries, including granular recoveries. • The software shall have mechanisms of informing about the success or failure of a backup using an e-mail message or SNMP message, and in the VMware environment, a note on the VM. • The software shall allow connection or execution of any type of script, as well as the task for the previous backup or post-backup, either before or after the VMware VnapMaster snapshot of the VMware task. • Software must be able to directly integrate with private cloud management software, the ability to archive the private cloud system metadata, and restore the virtual machine directly to the private Cloud infrastructure • The software shall enable backup of configuration of the entire solution in case 			
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	<p>it is necessary to reinstall from zero</p> <ul style="list-style-type: none"> • The software shall provide encryption of the entire network traffic between all components, as well as encryption at rest of backup files and encryption shall not disable any function contained in the specification. • The software shall offer key management and restore in case of lost backup files password. • The software shall have a client/server archive with the possibility of installing multiple instances of the administrative console • The software shall use the benefits of the "Change Block Tracking" mechanism. The software shall offer this for all supported hypervisors, CBT implementation shall be licensed by the hypervisor manufacturer. • The software shall offer ways to reduce storage pressure during backup in such a way that backup can affect the storage latency in a controlled manner. This shall be offered for all supported hypervisors. • The software shall offer automatic detection of snapshot residues and automatically consolidate them without user's interaction. • The software shall be able to create archives on tapes with full monitoring of VMs. 			
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	<ul style="list-style-type: none">• There shall be a possibility to separate the tape server from the backup server.• The software shall allow replication of the restore point to a remote location. Copies shall allow the creation and retention of GFS retention policy (grandfather-father-son hierarchy).• The software must support continuous asynchronous replication of production virtual machines directly from the offered virtual infrastructure, between the hypervisor. The software must additionally allow backup files to be the source of the replication task.• The software shall enable retention of multiple restore points on VM copies.• The software shall enable replica seeding from the existing VM.• The software must use all the ways of backup paths that support Hypervisor (network, hotadd, direct SAN, and direct NFS access)• Software must have the ability to create an ad-hoc backup using a local console or a virtualized solution offered by the web client• The software shall enable parallel processing of VMs and their disks, including parallel recovery of virtual disks to the complete VM recovery mode.			
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	<p>RTO Requirements</p> <ul style="list-style-type: none"> • The software must enable instant restore of multiple virtual computers simultaneously, directly from backup files from any restore point (embedded in the NFS Server function). This feature must work regardless of the hardware used to store backup copies of virtual machines and must be compatible with the offered file solution. • The software shall enable on-line migration of VMs, running in this way, to the storage assisted by hypervisor functions. The solution also has to provide its own function that will enable such possibility. • The software shall enable full VM recovery, of VM files or VM disks. • The software shall enable restoring files on the operator's machine or directly to VM that starts up in production with no need for an agent installed within VM. There may be no limit in the size of the file or in the amount of files during restoring without an agent. • The software must enable the file restoration directly to the VM using the network connection and the API in the virtualization solution offered. • The software shall support restoring files from Linux LVM and Windows Storage 			
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	<p>Spaces.</p> <ul style="list-style-type: none"> • The software shall enable quick and granular recovery of application objects without using any agent installed within VM. • The software shall support Active Directory granular recovery of any object and any attribute of this object including password, Group Policy Object, AD configuration partitions, AD integrated DNS records. • The software shall support granular restore for Microsoft SQL 2005, and later including databases with the option of point-in-time recovery, tables, schemes. • The software shall support granular restore for Microsoft Sharepoint Server 2010 and older versions. Option to recover items, locations, permissions. • The software shall support granular restore for Oracle databases with point-in-time recovery. This shall be offered for databases running on Windows and Linux operating systems. • The software shall enable file indexing within Microsoft Windows and Linux VMs, allowing quick search for files in the backup files. • The software shall use the VSS mechanism embedded in the Microsoft Windows operating system, if applicable. • The software shall allow recovery of VMs 			
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	<p>from hardware-based snapshots, with supported storage.</p> <p>Risk reduction</p> <ul style="list-style-type: none"> • The software must enable the creation of a Virtual Lab (isolated environment) for the offered solution for desktop virtualization on the VM infrastructure, which is directly executed from the backup files. It must allow the creation of such an environment directly from the snapshots created on supported devices. • The software must have backup verification mechanisms that allow testing VM recovery in an isolated network environment for the virtualization solution offered <p>Production support for a minimum of 12 months is required.</p> <p>Delivery includes installation, configuration, commissioning, and implementation of all system functionalities of interest to the users, covered by the license.</p>			
7	<p>Network switch of the following minimum characteristics is to be offered:</p> <ul style="list-style-type: none"> • Type of switch: controllable switch with 2/3 layer functions, for installation in the rack • Number of ports: 48 x 10Gbit/s Eth SFP+ ports, 6 x 40 Gbit/s QSFP + 			

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	<ul style="list-style-type: none"> • Functionalities: Static LAG, LACP aggregation, Priority Flow Control, Data Center Bridging Extensions • Functionalities of the 2nd layer: Virtual LAN (IEEE802.1Q), Link Aggregation (LAG) • Spanning Tree Protocol, Loop detection, Link Down Relay, Remote Switch Port Analyzer(RSPAN), Unidirection Link Detection (UDLD) • End Host Mode (EHM) • Supported protocols and standards: IEEE 802.1 ab/p/d/q, IPv4,IPv6 and mix IPv4/IPv6 • Characteristics: 720Gbps bandwidth (1440 Gbps duplex), 92K MAC address, 12 MB packe buffer memory, JUMBO frame support <p>Warranty: 36 months warranty with response the next working day and the included service of the service technician.</p> <p>Delivery includes installation of equipment in the user's server room, configuration, commissioning and implementation of all system functionalities of interest to the user which are covered by the license.</p>			
8	<p>Minimum characteristics of the edge router:</p> <ul style="list-style-type: none"> • The device shall have 4 1G SFP ports • The device shall have 16 1G copper ports • The device shall have 2 RJ45 management 			

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	<p>ports</p> <ul style="list-style-type: none"> • The device shall have 1 port (RJ45) for console access • The device shall have 1 USB port • The device shall have 20 Gbps flow on the firewall for packages of 512 bytes • The device shall have IPS flow of 2.2 Gbps for enterprise mix traffic • The device shall have NGFW flow of 1,8 Gbps • The device shall have SSL inspection flow of 1 Gbps • The device shall have IPsec flow of 6 Gbps • The device shall support 2000000 competing connections • The device shall support 135000 new connections per second • The device shall support 300 simultaneous SSL VPN users • The device shall have a redundant power supply option • The device shall have 10 virtual firewalls turned on • The device shall be of maximum 1 RU • The device shall support IPv6 			
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	<ul style="list-style-type: none"> • The device shall support DOS protection • The device shall support URL filtering by category • The device shall have included in the price a one-year license for antivirus, IPS, application control, AntiSpam, URL filtering and file checking in Cloud Sandbox. • The device shall include in the price one-year technical support from the manufacturer as well as replacement of hardware in the event of hardware failures on 24x7 basis • The device shall support dynamic routing with RIP, OSPF, and BGP protocols • The device shall support policies based on routing • The device shall support A/A and A/P high availability as well as clustering • The device shall support creation of firewall rules by users and user groups • The device shall support traffic control per application • The device shall support traffic limit per application • The device shall support L3 and transparent operating mode • The device shall support an explicit proxy operating mode 			
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	<ul style="list-style-type: none"> • The device shall support sending of logs via Syslog • The device shall support SNMP v1, v2c, and v3 • The device shall have an integrated wireless controller or include a separate solution • The system shall support the control of minimum 128 access points • The device shall have an integrated token server for 2FA authentication or include a separate solution • The system shall support the control of minimum of 1000 tokens • The device shall support the possibility of buying a license for detection of malware for mobile devices. 			
9	<p>Modular system for uninterruptible power supply of total 50kVA/50kW with redundancy N+1 (25kW + 25kW) with the following components:</p> <ul style="list-style-type: none"> • Factory base unit designed as free-standing cabinet of dimensions not bigger than (WxLxH) 600x890x2000mm, and weight not more than 255 kg • 2 pieces: power modules 3-phase 25kVA/25kW replaceable during hot-swap operating, of dimensions fit to base unit, the weight not exceed 35 kg • 4 pieces: factory battery modules replaceable during hot-swap operating with 			

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	<p>36 battery blocks of voltage 12V capacity 5Ah (Long Life according to EUROBAT), fit in base unit, weight not exceeding 110 kg.</p> <p>System specifications:</p> <ul style="list-style-type: none"> • Possibility of power increase up to 100 kW by adding 2 power modules of the same size, or up to total power of 200 kW and displacement of battery in the external battery cabinet • Input voltage: 3x400V, 50/60Hz; • Input voltage tolerance: 340V to 480V, 50/60Hz \pm 10 %; • Total harmonic distortion of input current (THDi) <1.5 %; • Output voltage: 3x400V \pm 1%, 50/60Hz \pm 0,1%; • Total harmonic distortion of output voltage (THDu) <1 %; • Level of noise produced by the device is less than 55 dBA at 1m distance; • Operating temperature of the environment from 0 °C to +40 °C; • Relative humidity from 0 to 95 % without condensation; 			
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	<ul style="list-style-type: none"> • Integrated service and static bypass in the same factory case in which UPS is found; • Static bypass switch in the form of a module replaceable during hot swap; • Each power module includes integrated own management module unit, so that the UPS management is decentralised, i.e. there is no single central management system intended for the power module management; • Possibility of 125 % overload for 10 minutes, 150 % for 1 minute; • Exit frequency in bypass mode in the range ± 2 % with possible adjustment from 1 % to 8 % in order to be compatible with the generator; • RS232 communicational port for communication by using MODBUS protocol, and 2 slots for communication cards; • Optional communication card as professional WEB/SNMP interface with which UPS can be monitored through the computer, as well as automatic shutdown of several operating systems at UPS request; • Graphical colour display for parameter 			
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	<p>viewing and adjustment;</p> <ul style="list-style-type: none"> Operational autonomy of 35 minutes at 10kW load; Total UPS system weight is 790 kg together with batteries; Possibility of purchasing additional battery packs <p>Warranty: 24 months with response on the next working day and repairman work included</p>			
10	<p>Desktop computer with minimum specifications:</p> <ul style="list-style-type: none"> Processor: Intel CDG 4900 3,1GHz 2 MB Memory: 4GB DDR4 2400 Hard disk drive: 500 GB HDD 5,400 rpm, 2,5" Graphics: Intel HD, ports: HDMI, VGA, DP USB: Total 7 (USB 3.1 x 5) Case type: Ultra small form factor 192(W) x 204(D) x 33.2(H) dimensions, 90W power Keyboard and mouse USB, ČŽŠ characters, smart card reader Operating system licensed for Windows 10 Pro 64 Bit version <p>Warranty 36 months</p>			
11	<p>Monitor 21.5" diagonal, input signal DVI (W/HDCP), VGA port with included VGA cable, audio input, speakers 2x1W</p> <p>Warranty 36 months</p>			

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12	<p>Monitor 23.8" diagonal, input signal DVI (W/HDCP), VGA port with included VGA cable, audio input, speakers 2x1W</p> <p>Warranty 36 months</p>			
13	<p>Laptop type 1, minimum specifications:</p> <ul style="list-style-type: none"> • Processor: Intel® Celeron® • Monitor: 15.6" HD • Graphics: UMA • Memory: 4 GB DDR4 Memory • Hard disk drive: 500 GB HDD • External memory readers: DVD-Writer DL drive, SD card reader • Network connectivity: wireless 802.11b/g/n, Bluetooth 4.0, Bluetooth 2.1+EDR, Gigabith Ethernet, wake on-LAN • Camera: HD Camera • Keyboard: YU characters • Operating system licensed for Windows 10 Pro 64 Bit version <p>Warranty 36 months</p>			
14	<p>Laptop type 2, minimum specifications:</p> <ul style="list-style-type: none"> • Processor: Intel® Core™ i3-8130U • Monitor: 14" FHD IPS LED LCD • Graphics: UMA • Memory: 8 GB DDR4 Memory • Hard disk drive: 256GB SSD • Network connectivity: wireless 802.11b/g/n, Bluetooth 4.0, Bluetooth 2.1+EDR, Gigabith Ethernet, wake on-LAN • Audio/Video: HD Camera, microphone, 			

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	<p>speakers</p> <ul style="list-style-type: none"> Operating system licensed for Windows 10 Pro 64 Bit version 			
<p>15</p>	<p>Identity and Access Management - IAM and centralized Single Sign-On to user applications for 1000 users – internal employees and internally engaged associates, meeting the following functional requirements:</p> <ul style="list-style-type: none"> Support for data import and synchronization through direct connection with other databases or exchange of CSV files Minimum data set for exchange: location and organizational structure, localization, user profile, user category, user account data The solution shall support the format of imported data (UTF-8). When importing data, the solution shall appropriately interpret and manage the hierarchy and the managers within the hierarchy When importing, the solution shall have the possibility for the configuration of checking data format rules Function for automatic data change control (adding, changing or deleting), based on the threshold setting. If the threshold is exceeded, no action shall be changed, and the administrator shall be notified Function which automatically adjusts data import through the import frequency adjustment <p>Support for the “New employees“ business process</p> <ul style="list-style-type: none"> The solution shall enable the creation of 			

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	<p>digital identity of internal employees in the IT system HR records, and direct import through interface solution</p> <ul style="list-style-type: none"> • The solution shall enable the calculation of resources assigned to the user, automatically and on the basis of the user rights assignment model • The solution shall allow, for the given population of registered users, the limitation of the scope of access to the group of corporate sites, structures, categories or user functions. <p>The solution shall be able to adjust access of internal associates manually created in the IAM solution, before their creation in the HR database:</p> <ul style="list-style-type: none"> • When an employee is directly created in IAM solution before creation in HR database (in case of urgent requests), the automated user import process shall send an alert notification to the import administrator to state that such identity already exists • The administrator shall have the possibility to connect the personal number (unique ID) sent by HR with the identity to be created in IAM solution. • The solution shall reflect the complete historical file, when the user, all events relevant for this reconciliation are in question <p>IAM solution shall solve the homonym cases when creating internal users</p> <ul style="list-style-type: none"> • The solution shall enable the configuration of personal data as assessment for the detection of duplicates (surname, name, 			
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	<p>date of birth ...).</p> <ul style="list-style-type: none"> • When the homonym users are imported from HR database, IAM solution shall warn about the possible homonym. • When creating a new user directly in the solution interface, the solution shall notify on the possible homonym. • The manager shall have the possibility to confirm or deny pre-defined action in case of homonym <p>The solution shall be able to send a notification summarising the user account creation for an internal associate</p> <p>The solution shall be able to integrate the validation of the access approval process. The solution shall differentiate between the following:</p> <ul style="list-style-type: none"> • The so called "Hierarchy" validation with consecutive immediate manager steps (N + 1) and, optional, his/her superior (N + 2). • The so called "Technical" validation with parallel steps, made of different responsible applications. • The solution shall send a notification in case of denial. • Number of necessary validations shall be automatically adjusted according to the applicant and authorisation, without changing the work process. <p>The solution shall integrate the process of coming of external associates.</p> <ul style="list-style-type: none"> • The solution shall enable the creation of external associates in IAM solution, with the contract end date as mandatory field. • The solution shall calculate the resources 			
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	<p>assigned to the user, automatically from the model of assignment of rights.</p> <ul style="list-style-type: none"> • The solution shall allow, for a given group of registered users, to limit the scope of access to certain sites, structures, categories or user functions. • The solution shall be able to send notifications summarising the creation of an external associate’s account. • The solution shall solve the homonym issue when creating an external associate’s account. • The solution shall be able to integrate the validation processes into the access approval process. <p>The solution shall manage the data modification process (organisation, function ...) for internal and external associates.</p> <ul style="list-style-type: none"> • The solution shall enable the modification of the user organisational structure in IAM solution as well as their functions. Assignment of new user rights shall be automated. • The solution shall allow for a given group of registered users to limit the scope of mobility process to a user population or user population group. • The solution shall ensure that validation for a certain change of attributes is required, and modification without approval for other attributes, approved. • The solution shall enable that access relating to two functions during the adjustment period is preserved <p>The solution shall manage the authorisation update</p>			
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	<p>process.</p> <ul style="list-style-type: none"> • The solution shall be able to manage adding, modification or deleting user resources, both automatically for the model of assigning rights, or manually by the authorised applicant of the request. • During this update, the solution shall display in the interface resources that have been added, deleted or modified. • The solution shall enable for the given group of requests, to limit the scope of activities to a user population or several user populations. • The solution shall be able to integrate validation processes when approving access. • It shall be possible to adjust validity dates (starting date / end date) for the temporary assignment of rights. <p>User self-service:</p> <p>The user self-service process enables to authorised users to send a request to access the resources.</p> <ul style="list-style-type: none"> • The solution shall enable to the user to modify his/her personal data (phone number, office location) from the web interface. • The solution shall enable the limitation of variable attributes. • The solution shall enable to the authorised users to manage by themselves the resources connected with their digital identity. • The solution shall enable the limitation of available resources in self-servicing, 			
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	<p>according to the group to which the user belongs.</p> <ul style="list-style-type: none"> • The solution shall be able to integrate the validation process into the self-service access approval. <p>Internal associates leaving</p> <p>The internal process of the staff leaving consists of entry of information on leaving of an internal associate (for example, resignation) and deleting / blocking resources of these persons.</p> <ul style="list-style-type: none"> • The solution shall enable the management of the leaving internal associates. • The date of leaving in the HR records database shall be the import attribute in the IAM solution. • The user account shall be suspended or deleted in the target systems, on the date of leaving or the date that can be configured after the date of termination of engagement (for example: actual date of leaving + 2 days) • The solution shall enable the cancellation or delay date of leaving the IAM solution web interface. <p>External associate leaving / expansion</p> <p>The process of leaving of the external associates shall include entering of information on leaving (for example: contract end / extension) and deleting / blocking the connected resources.</p> <ul style="list-style-type: none"> • The solution shall enable the management of the external associate leaving process. • The solution shall enable configuring of the external associate contract end date. 			
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	<ul style="list-style-type: none"> • The user identity shall be suspended or deleted in the target systems, on the date of leaving or the date that could be configured after the date of leaving (for example: actual date of leaving + 2 days) • The solution shall enable the date of beginning of cancellation or delay from the web solution web interface. <p>The process intended for long absence of internal users</p> <p>The process of long absence shall consist of entering information on long absence (for example: maternity leave) of a person and assigning or removing access to resources.</p> <ul style="list-style-type: none"> • The solution shall be able to manage the process of long absence of internal employees. • The solution shall enable the selection of applications on which accounts shall be deactivated. <p>Access model</p> <p>All rules used for assigning or removing resources shall be based on hierarchy models, and the system shall support the following models:</p> <ul style="list-style-type: none"> • RBAC model (Role Based Access Control) • OBAC model (Organization Based Access Control) • ABAC model (Attribute Based Access Control). <p>Model configuration based on the Execution Rules</p> <p>The solution shall enable the access model setting based on rules. The rules shall include two steps:</p> <ol style="list-style-type: none"> 1. The selection of users on the basis of 			
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	<p>criteria that could be configured (minimum on the basis of membership in the organisation and job description).</p> <ol style="list-style-type: none"> 2. Assigning the role to the user group meeting the criteria. <ul style="list-style-type: none"> • The user can fulfil several rules enabling his/her access to several roles. <p>Allocation of resources or authorisations outside the Model (Exceptional rights)</p> <ul style="list-style-type: none"> • The model shall be flexible and shall enable that the exceptions are included manually by assigning the rights. • The list of persons authorized for departing from the model shall be defined by the group (or users) and resources. • All such departing from the model shall be monitored. • Possible requiring of mandatory validation for certain departing from the model <p>Segregation of duties</p> <ul style="list-style-type: none"> • The solution shall enable the defining of rules on segregation of duties (SD) within the access security policy. These rules can combine roles, pair of organization roles, permissions, and the like <p>The solution shall enable setting two levels of risk for exceptions:</p> <ol style="list-style-type: none"> 1. One level of risk that prohibits assigning permission to the user. 2. The level submitting this task for approval. In such a case, the reason for the validation and validity period shall be stated. <p>Identity and credential management</p> <ul style="list-style-type: none"> • The solution shall generate (calculate) a unique identifier for each creation of 			
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	<p>identity.</p> <ul style="list-style-type: none"> • ID format can differ for internal and external users. • The solution shall be able to generate one account for one sign on per resource. • The format of this account can differ for each application. • Depending on the application, sign on for individual applications shall be modified at request of the authorized user from the web interface or automatically, if necessary (for example: change of name). <p>Password management</p> <ul style="list-style-type: none"> • The solution shall enable random password generating during the automated assignment. • If the password of the user account in IAM solution changes, the solution shall enable assigning these new passwords for this new password. <p>Password policy adjustment</p> <ul style="list-style-type: none"> • Password complexity shall be configurable (for example: minimum length, types of characters it should consist of, prohibiting certain words in passwords, prohibiting repeated previous passwords). • Duration of password expiry shall be adjustable for each resource. • The solution shall have the possibility of delegating administrator rights (i.e. user authorized for web interface) to reset user passwords in applications. • The solution shall provide a self-service interface for resetting the password of the user account for access to IAM solution. 			
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	<p>Characteristics of the work process</p> <p>Process reminder, escalation and automated validation</p> <ul style="list-style-type: none"> • The solution shall enable adding validation steps on the basis of processes performed on the user account (adding, modifying, deleting) and adjusting activated actions on the basis of such approvals. • The solution shall enable the following parameters: Frequency of validation reminders, number of reminders before starting the escalation process, actors receiving validations and the ones receiving escalations. • Function for the work process shall enable automated validation of steps if the approval of these steps is the trigger of the work flow (for example: director of the sector submitting the request for coming, does not have to confirm this request). <p>Delegating process</p> <ul style="list-style-type: none"> • The solution shall allow to the user having the right to give approvals to delegate his/her rights in the process to his/her deputy • Delegating shall be time-limited. • All delegate actions shall be monitored. • The solution shall offer the administrative delegation model. • The solution shall enable delegating the right of approval depending on the organization of the business processes set in the system. • The solution shall enable delegating accurate approvals for assignment 			
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	<p>depending on the organization of the business processes set in the system.</p> <ul style="list-style-type: none"> • The solution shall enable delegating the right to operations related to identity, depending on the organization of the business processes set in the system. <p>Single Sign On</p> <p>The solution shall enable propagation of accounts and user rights in the repositorium for different applications for the user coming, leaving and change management, which shall enable sign on to all user systems with a Single Sign On</p> <ul style="list-style-type: none"> • The solution shall offer a possibility of the provision of services in a cloud. • The solution shall be able to manage user accounts for applications installed in the user data centre. • In case of critical applications, the solution shall provide a way that an account in the target system shall be provided only when the user has access to the application for the first time. The Supplier shall display the list of connectors for booking applications. • The system shall enable automated identity management, access rights and user profiles through connectors for all user applications supporting this. • The solution shall offer automated user accounts creation functions. • The solution shall be able to automatically provide information on the identity and authorisations, through connectors, into the repositorium of target applications. • The Supplier shall mention the technologies requiring the application of 			
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	<p>agents on the target user systems.</p> <ul style="list-style-type: none"> • The password of the target application shall be generated according to the defined password policy and can be different for every application. • Accreditives (sign on / password) can be sent to the user via e-mail • Possibility that the application administrator is asked to verify / expand the attributes that are automatically calculated before the request is sent (creating /changing / deleting) to the target application. • The function for creating an account shall be able to assign groups or profiles to the user or set a right on target applications, for all user applications supporting this. • The list of applications for which automated booking is configured within the technical assistance services, shall be defined in the initial project stage: IAM Starter. <p>Manual creation of user accounts for applications</p> <ul style="list-style-type: none"> • The system shall enable user accounts manual creation processes, in cases when automated creation of user accounts is not possible. The manual creation process consists of sending e-mails, with data necessary for updating the application databases, to the resource administrators. • The solution shall provide the possibility of manual creation of user accounts in applications. • The solution shall be able to send notifications to the person responsible for the application. • The solution shall be able to request the 			
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	<p>action confirmation (for example: the account is created or not).</p> <ul style="list-style-type: none"> • The solution shall be able to manage several types of requests (right assigning, changing or deleting). <p>Semi-automatic creation of user accounts for applications</p> <ul style="list-style-type: none"> • When providing completely automated application profile is impossible, it is possible to establish a semi-automatic creation process. Automatic process creates a user account in the solution without profile /authorisation management. Then the solution informs the person responsible for the application that a user account has been created and that manual action is necessary (profile assignment, etc.). • The solution shall be able to automatically create an account in the target application and to notify the manager via e-mail. The e-mail shall contain information on the user. • The solution shall be able to create a flat file containing updated info on the authorisation, at least xml and CSV format, which will be sent to the target application through the protocol for file exchange, at least in the manner that it shall be stored on FTP server <p>Hardware resources</p> <ul style="list-style-type: none"> • The solution shall be able to integrate hardware resources (smartphones, laptops...). • The solution shall be able to manage resources through manual creation. • The solution shall be able to connect with 			
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	<p>ITSM (IT Service Support Management) software by sending messages / tickets generated automatically from IAM solution.</p> <p>Connection with active directory</p> <ul style="list-style-type: none"> • Every user created in IAM solution shall be able to authenticate in the company directory by using the account and password. • The solution shall enable consulting information on associates (identity files) and the company structure. • The solution shall provide consolidated information view of the company employees. • The solution shall provide adaptive user interface for information displaying and change. <p>“White“ information search</p> <ul style="list-style-type: none"> • The solution shall enable the classification of user data as “white“ ones and forming “white pages“ • The catalogue of white pages shall enable the search of one or more persons according to criteria that can be configured (at least with ID number, surname, name, title, organisation...). • The solution shall allow consulting white pages only for adequate users. • The solution shall be able to hide attributes in consultation with white pages. <p>Reverse directory functionality</p> <ul style="list-style-type: none"> • The solution shall be able to find a person in an Active directory according to his/her private or professional phone number. 			
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	<p>List of people attached to the same line manager</p> <ul style="list-style-type: none"> The solution shall enable the search of persons connected with the same manager in accordance with criteria which can be configured (at least: name and surname of the manager, site manager, person responsible for the organisation of attachment). <p>Search results</p> <ul style="list-style-type: none"> Information on the identity and associated rights shall be visible in the portal interface and can be created in a format that can be used (at least xls and CSV). The possibility of adjustment which attributes will be displayed, is necessary <p>Organisational structure search</p> <ul style="list-style-type: none"> The solution shall enable display in the form of branching structure and navigation through the company Organisational chart. The solution shall be able to show all employees in any organisation. The solution shall provide IAM repository / database containing all information on the employee rights. <p>Application directory</p> <ul style="list-style-type: none"> The solution shall provide IAM repository / database containing all information on the users and their rights Applications search, through LDAP requests or web service, this directory / database. <p>Revision, report and management:</p> <p>Harmonisation</p>			
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	<ul style="list-style-type: none"> • The solution should identify the differences between the theoretical rights and actual rights model in applications and shall implement corrective measures. • All these differences shall be reported in form of revision reports for all business users and application. • The administrator shall dispose of functionality in order to modify the current rights in accordance with the policy, to modify the policy in accordance with the current rights, or to keep the inconsistency. <p>Event monitoring</p> <ul style="list-style-type: none"> • The solution shall enable monitoring of all actions performed in the solution (at least: requests for authorisation, validation or administrative tasks). <p>Data integrity</p> <ul style="list-style-type: none"> • The solution shall enable integrity checking during data exchange, as well as control mechanisms for detecting any functional integrity defects. <p>Revisions and indicators</p> <ul style="list-style-type: none"> • The solution shall provide revisioning and reporting management interface. • Search criteria shall be adaptive (user surname, name, date of action) and multiple. • Revision reports shall include minimum: <ul style="list-style-type: none"> ○ administrative actions performed on the user account ○ verifying actions performed on the user account ○ authorisations of one or more users granted from several search criteria 			
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	<ul style="list-style-type: none"> • Indicators are minimum: <ul style="list-style-type: none"> ○ number of users in the given organisation ○ number of organisations ○ number of reset passwords ○ number of managers. • The report results shall be available in flat format at least (Excel, CSV). • Generated reports shall be available in other formats: PDF, HTML, XHTML, XML, DOCX, ODT, ODS, as well. • The solution shall be able to provide signature of generated reports. <p>Management and compliance</p> <ul style="list-style-type: none"> • The solution shall include the security policy monitoring and validation interfaces. • The solution shall enable the initiation of Campaigns for access certification (re-certification) on user rights, based on operational risk. • The solution shall enable the initiation of Campaigns for the certification of access to user rights aimed at one or several organisations. • The solution shall provide the dashboard for monitoring re-certification campaigns. • The solution shall enable automated initiation of remediation activities after validation. • The solution shall provide adaptive dashboards for monitoring and analysis of the use of the identity management and access system. 			
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	<ul style="list-style-type: none"> • The solution shall be able, with a simple click, to access details displayed on dashboards. • The solution shall be able to easily analyse anomalies reported in the revision database. • The solution shall enable to different actors to complete different steps of the certification campaign. • The solution shall conduct adequate requests for data protection in accordance with the Personal Data Protection Act (EU Global Data Protection Regulation - GDPR). • Processes related to identity shall be in accordance with the Personal Data Protection Act - GDPR. • The solution shall be able to submit to the end user the report on all “personal information”. • The solution shall be able to provide deletion of user accounts by the end user. • The solution shall provide safe interfaces for the transfer of user data. <p>Solution administration</p> <p>Ergonomics</p> <ul style="list-style-type: none"> • The solution shall present intuitive web interfaces to be easy to use by the end users. • The solution shall enable interface adaptation (using CSS and JEE standard mechanisms). The following elements have to be adaptive in particular: <ul style="list-style-type: none"> ○ Colours, logo, fonts, so that the solution interface could be easily adapted to the current user’s 			
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	<ul style="list-style-type: none"> ○ graphical identification. ○ Labels and shown text. ● Interface shall be available in several languages. Minimum, all graphical user interfaces shall be delivered in English and French, with possibility of localisation. ● The solution shall enable to the user easy selection of the view language. ● All interface characteristics for mobile devices (for example: directory search and confirmation of shared resources) shall be available with appropriate view on the mobile device. ● The solution shall be able to display contextual help in order to facilitate input operations. ● The solution shall enable adjustment of functions available within interface. ● Interface design for forms, work processes and specific connectors shall be in a graphics mode with minimum coding and scripting. ● Report and notification views shall follow the same ergonomics principles. ● Internationalisation of user interfaces: <ul style="list-style-type: none"> - The solution shall be able to support new languages of the end user interfaces. - The end user interface shall be able to automatically use the language most preferred by the user. <p>Resource and rights management model.</p> <ul style="list-style-type: none"> ● Administrative interface shall be able to manage the attribution of rights model. ● Administrative interface shall enable automated rules setting. ● Administrative interface shall be able to manage resources. 			
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	<ul style="list-style-type: none"> • Interface administration shall be web-based and enable easy resource creating, deleting and modifying. • After modification of the model of rights, the solution shall be able to display the simulation of the modification of impacts: deleted rights, created rights, etc. In order to enable the Administrator to confirm or not its modification. • Administrative interface shall enable different administrators to have policy modification of their own for later use. • After validation of the model modification, the solution shall be able to perform actions for each user. <p>Managing business processes</p> <ul style="list-style-type: none"> • The solution shall be able to manage the model in which work flows and business processes can be configured. • The solution shall be able to create adaptive work processes and modify or delete already existing work flow. • The solution shall be able to manage configured work flows. The elements which can be configured are minimum: <ul style="list-style-type: none"> ○ Steps during work ○ Actions initiated by the work flow ○ Participants in the work flow • The solution shall be able to follow processes (for example: interior coming process, leaving process) from the web interface. • The solution shall allow to the authorised users to possess and perform or re-assign a pending task. 			
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	<p>Solutions for centralized Single Sign-On (SSO)</p> <ul style="list-style-type: none"> • When providing an account in an application, the solution shall automatically update the corresponding SSO container. • The solution shall enable using of data on monitoring and revisioning reported by SSO solution for the identification of the user accessing the application (automatic connection between the primary identity and account within the application). • The solution shall enable, during the creation, the use of the password policy defined under the SSO solution. • The revision database shall be common both for SSO and IAM solutions. • When the user wishes to access the application for which he/she does not have an account, the solution shall automatically return to the request for access form on the portal. • Federated Identity shall be supported for SAML and OpenID Connect protocols • Multifactor authentication shall be supported by One Time Password (OTP) distributed via e-mail and SMS. <p>The solution shall meet the following technical (non-functional) requirements:</p> <p>Installation and implementation</p> <ul style="list-style-type: none"> • The solution must be compatible with Windows Server operating systems and with the offered solution for virtualization • The solution shall offer tools for the migration of configurations between 			
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	<p>environments.</p> <ul style="list-style-type: none"> The solution shall be easy for installation. Assistants and graphics consoles shall be available for installation and configuration. <p>Archiving, backup and dimensions</p> <ul style="list-style-type: none"> The Supplier shall state minimum requirements (OS, CPU, RAM, HDD space) for optimal operations on the server(s) and workstations / mobile phones. The Supplier shall offer a global security solution. <p>Confidentiality</p> <ul style="list-style-type: none"> The solution shall use technologies, such as SSL, for the protection of transfer of sensitive data. <p>High availability</p> <ul style="list-style-type: none"> All components of the solution shall be of high availability in order to ensure continuity of the IAM architecture service. The solution shall be able to rely on AD authentication. <p>The delivery shall include the implementation of all system functionalities of interest for the user and are included in the license.</p>			
19	Printer type 1 - Stated in detail in Chapter 1.1- General requirements for office printing devices			
20	Printer type 2 - Stated in detail in Chapter 1.1- General requirements for office printing devices			
21	Printer type 3 - Stated in detail in Chapter 1.1- General requirements for office printing devices			

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22	Printer type 4 - Stated in detail in Chapter 1.1- General requirements for office printing devices			
23	Printer type 5 - Stated in detail in Chapter 1.1- General requirements for office printing devices			
24	<p>The print management and monitoring system should collect data on the number and type of printed pages by users. The offered software solution must have at least one year production support. The offered software solution must have the following functionalities:</p> <ul style="list-style-type: none"> • Data collection - collects data on all print, scan and copy jobs. • Linking a “print job” to the end-user who initiated it and based on that linking the cost of printing (the quantity of printed pages) to the cost center to which the user belongs - the user group, the device, the location. • Report creation - reports are generated automatically or on request based on the data collected in the database. Reports must contain aggregate full print data for the appropriate time interval per user, printer, cost center, user group. It is necessary to enable the creation of reports which show the date and time of printing, the number of printed pages and prices for each “print job”. It is necessary to enable the creation of reports on the amount of paper used. • Budget control (quota) - software must constantly control a predefined budget (the number of pages printed per user / group of users). • Scan to folder / e-mail function - the ability to send a scanned document directly to a pre-defined folder or to a personalized e- 			

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	<p>mail address in the print system for each user (based on user identification).</p> <ul style="list-style-type: none"> • Administration - the software should allow the administration of the entire system, such as adding / removing / replacing devices • Print functionality from all Client business applications (unified) (linking all "print jobs" to the end-user who generated the print regardless of the application or domain used); in particular integration with the Customer's business system, so that the printing system is used for printing from all systems in the same way as from any other application on the computer (e.g. MS Word) • "Document watermarking" functionality - to specify a user group, or add a user name to the bottom of each printed page to help identify the document owner • Display of print order list on the MFP device screen, showing print queue that can be individually printed or canceled directly on the MFP device • Encryption of data sent for printing, for all common devices, i.e. Type 1, 2 and 3; data sent from a user's computer to a print server, and from a print server to a print device, must be encrypted • Mobile printing - printing from mobile devices (smartphones, tablets, etc.) <p>General requirements that applications must support to allow integration into the Client's IT environment:</p> <ul style="list-style-type: none"> • Windows Server OS (version of Windows Server 2012 or later) and integration with AD (Active Directory); • work on the offered virtualized server 			
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	<p>environment;</p> <ul style="list-style-type: none"> • working in a cluster, or supporting work on Microsoft Failover Cluster Manager and Microsoft Cluster Server; • the possibility of light scalability (expansion or reduction) of the number of print servers and / or the number of peripherals; • in case of failure of the application server on which the software solution is installed, the printing should not be interrupted and logs must be sent to the server after recovery. <p>Activation and deactivation of certain functionalities will be carried out in accordance with the request of the Client.</p> <p>The minimum functional-technical specifications of the software solution for managing a consolidated business printing system must be described and their fulfillment must be confirmed in the technical specifications of the bid.</p> <p>The solution should cover at least 1000 (thousands) users, with the possibility of expansion in the event of an increase in the number of users, as well as continuity in the printing system and independence from the work of the central print server.</p> <p>The offered software solution must be manufactured by the same manufacturer as the offered printing equipment (Type 1, 2, 3, 4 and 5). The print monitoring system should monitor all network printers in the printing system, without going into the contents of the print, but communicating directly with the devices via the SNMP protocol, and receive status and statistical data from the device, such as the number of printed pages, toner status, collection of warnings and mistakes. Also, the application should have information about all devices and</p>			
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	<p>locations (Asset Management) and serves to generate accessibility reports.</p> <p>The Contractor is obliged to deliver the monitoring software that should enable the following functionalities:</p> <ul style="list-style-type: none"> • User interface which allows centralized monitoring of the status of all devices, • Monitoring the status of the device and the status of supplies in printers (toners, etc.) and paper (if the device gives a status on the amount of paper), • Detection of most common issues (e.g. paper jamming, open door, required service, etc.), • Sending warnings or real-time problem notification via e-mail to predefined addresses, • Updating the firmware and configuration on all devices owned by the Bidder • General requirements that applications must support to allow integration into the Client's IT environment • running Windows Server OS (version of Windows Server 2012 or later); • work on the offered virtualized server environment; <p>The offered software solution must be manufactured by the same manufacturer as the offered printing equipment (Type 1, 2, 3, 4 and 5).</p>			
25	<p>Digital dictaphone should have the following functionalities:</p> <ul style="list-style-type: none"> • Technology that enables fast file editing (inserting, overwriting, inserting, deleting / cutting). 			

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	<ul style="list-style-type: none"> • 2 multi-directional low-noise microphones and insulation covering to minimize hand-touch sounds during operation. Frequency sampling 50 - 15,000Hz • Frequency sampling <ul style="list-style-type: none"> ○ DSS Pro: 16kHz (QP), 12kHz (SP) ○ PCM 22.05kHz (stereo / mono) ○ MP3 44.1kHz (Stereo) / 128kbps, 44.1kHz (Mono) / 64kbps • Frequency response <ul style="list-style-type: none"> ○ DSS Pro 200 - 7000 Hz (QP), 200 - 5000 Hz (SP) ○ PCM (Stereo / Mono) / 50 - 8000Hz ○ MP3 128kbps (Stereo) / 50 - 15000Hz, 64kbps (Mono) / 50 - 13000Hz • Microphone <ul style="list-style-type: none"> ○ Dictation: recording dictation ○ Conference: Stereo + intelligent automatic mode • Microphone sensitivity <ul style="list-style-type: none"> ○ High, medium, low • Editing 			
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	<ul style="list-style-type: none">○ Overwrite○ Insert dictation at the end○ Add dictation○ Partial erase● Voice commands for DSS / DS2 format● Index<ul style="list-style-type: none">○ up to 32 per file● Playback function● Playback speed<ul style="list-style-type: none">○ Slow (0.5) / Normal / Fast (1.5)● Manage playback<ul style="list-style-type: none">○ Skip forward / reverse○ Fast forward and rewind○ Skip playback● Internal memory<ul style="list-style-type: none">○ 2GB (NAND)● Space for SD/SDHC card<ul style="list-style-type: none">○ 4 - 32 GB● Output interface● Max. working output			
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	<ul style="list-style-type: none"> ○ 320mW • Max. earphone output <ul style="list-style-type: none"> ○ ≤ 150 mW (complies with EH 50332-2) • Speaker design <ul style="list-style-type: none"> ○ Closed chassis (enclosure); Directional stereo recording for a variety of environments, meetings and conferences • Speaker type <ul style="list-style-type: none"> ○ Dynamic • Headphone jack <ul style="list-style-type: none"> ○ 3,5mm, 8Ω or higher • Connectors • Docking station connection – dictation set • Microphone jack <ul style="list-style-type: none"> ○ 3.5mm (2 $\kappa\Omega$) • Headphone jack <ul style="list-style-type: none"> ○ 3,5mm (8 Ω or higher) • Supported formats: DSSPro, DSS, PCM and MP3 			
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	<ul style="list-style-type: none"> • 2,4" colour display or bigger <p>Software - software that offers a complete overview of easy-to-use recordings and can import files from devices to a computer.</p> <p>Possibility to connect one or more external microphones (up to 6 microphones, connected parallel or serial).</p> <p>Key features:</p> <ul style="list-style-type: none"> • Motion sensor activation • Rechargeable Li-Ion battery (charging via USB), battery must be replaceable, minimum capacity 1350 mAh, providing minimum autonomous operations: <ul style="list-style-type: none"> ○ DSS QP 48 hours, SP 52 hours ○ PCM Stereo 54 hours, Mono 56 hours ○ MP3 Stereo 52 hours, Mono 55 hours 			
26	<p>The dictation set consists of the following components:</p> <ul style="list-style-type: none"> • Digital voice recorder described in item 25 of the Technical Specifications • Standard DSS player software (dictation) • KP-30 Micro USB cable • Li-92B Battery • CS151 Carrying Case • RS-28H foot switch • E-102 Stereo Headset • Standard DSS software (transcription) 			

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	<ul style="list-style-type: none"> • Instructions <p>The footswitch controller should allow easy transcription of all DSSPro, DSS, WAV, WMA, and MP3 recordings.</p> <p>The transcription kit should include a foot switch RS-28 and an hands-free headset. Ability to mark data according to importance or priority, and view files at any time with easy transfer from the recorder to the office.</p> <p>Key features</p> <ul style="list-style-type: none"> • Playback of various audio formats such as DSS, DSS Pro, WMA, MP3 and WAV / AIFF while another application is running, such as Microsoft Word • Allows playback using foot switch control. 			
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1.1 General requirements for office printing devices

Each type of device must satisfy at least all the required characteristics, which means it has the same or better performance and functionality than required, which are listed in the following table.

DEVICE TYPE	Type 1	Type 2	Type 3	Type 4	Type 5
Device type	MFP	MFP	MFP	MFP	Printer
Printing mode	Color	BW (black and white)	BW (black and white)	BW (black and white)	Color
Supported print format	A4 and A3	A4 and A3	A4	A4	A4
Network device	YES	YES	YES	YES	YES
Fax module	Optional	Optional	NO	NO	NO
User color touch screen	YES	YES	YES	NO	NO

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Print Speed B-W / Color (A4 / min) equal or greater than	20 ppm	35 ppm	52 ppm	35 ppm	20 ppm
Optical quality (dpi) equal to or greater than	1200x1200	1200x1200	1200x1200	600x600	600x600
Automatic duplex print	YES	YES	YES	YES	YES
Printing envelopes supported	YES	YES	YES	YES	YES
Scan/ Copy quality (dpi) equal to or greater than	600x600	600x600	600x600	600x600	/
Flatbed and ADF scan unit	YES	YES	YES	YES	NO
Automatic duplex scan	YES	YES	YES	YES	NO
Scan Speed one-sided / double-sided (A4 300dpi in color ipm - "image / min") equal to or greater than	70/35	70/35	50/100	38/70	/
Paper input capacity equal or greater than	1100	1000	650	350	300
Number of paper holders (input) equal or higher than	2	2	1	1	1
Manual paper / envelope input	YES	YES	YES	YES	YES
Identification by contactless ID integrated cards with AD	Optional	Optional	Optional	NO	NO

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“SEND TO FOLDER/EMAIL” scan	YES	YES	YES	YES	NO
“FOLLOW-ME” i “SECURE PRINT” print	Optional	Optional	Optional	NO	NO
Print / copy control / scan of confidential documents	Optional	Optional	Optional	NO	NO
Typical power consumption (TEC) not greater than (kWh)	1,5	1,8	1,5	1,2	1,4
Finisher	Optional	Optional	NO	NO	NO
Stand	YES	YES	Optional	NO	NO
Expected average monthly printing volume per device (number of pages printed)	10.000	20.000	10.000	1.000	800

Notes: „Optional“ - means that the functionality of the device is possible with the subsequent implementation of adequate hardware or software components, without changing the device model itself or any part of the printing system in relation to the solution in the Bidder's offer; this functionality is not necessary in the current request, but it is necessary to have the possibility to implement these functionalities later, in the event the need arises.

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Lot 2 – Security Equipment

1. Item Number	2. Specifications Required	3. Specifications Offered	4. Notes, remarks, ref to documentation	5. Evaluation Committee's notes
16	<p><u>General characteristics:</u></p> <ul style="list-style-type: none"> • The device shall be new, unused. • Intended for detecting hidden weapons, explosive, narcotics, smuggled and prohibited goods in one's luggage. <p><u>Physical device characteristics</u></p> <p><u>Tunnel size:</u></p> <ul style="list-style-type: none"> • Width: Maximum 60.0 cm; • Height: Maximum 40.0 cm; • Height of conveyor belt of the very scanner: minimum 71.5 cm from the floor; • Belt speed: Minimum 22 cm /s in both directions • Belt carrying capacity, uniform: Minimum 164 kg; • Belt noise level less than 70dB at 1-meter distance in both directions <p><u>X-Ray generator:</u></p> <ul style="list-style-type: none"> • Classified at 160 kV, operationally at 150 kV 			

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	<ul style="list-style-type: none"> • Cooling: One sealed oil tank; • Detection system L detecting line; • X-Ray detector scans and displays the whole image without angle cutting. <p><u>View technology</u></p> <p><u>Resolution – wire detecting:</u></p> <ul style="list-style-type: none"> • Typical: 40 AW G typical • Standard: 38 AW G standard • Detecting 0.05 mm copper wire resolution • Steel penetration: 39 mm typical / 37 mm standard • Making difference between organic / inorganic material: The system is able to differentiate between organic and inorganic material in compliance with ASTM F792-88 Test Piece - Test #7. • Organic differentiation: The system is able to classify organic material masked with 0.48 mm steel in compliance with ASTM F792-88 Test Piece - Test #9. • Display on screen in 4 or more colours: Implied display option uses the analysis of the atomic number and assigns colours on the basis of their density (Atomic Z-Number Measurement) • The device shall have electronic Zoom function so that the operators can zoom 			
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	<p>up to 64 times using the keyboard.</p> <ul style="list-style-type: none"> • Zoom function shall divide the image on the screen into minimum 6 parts, i.e. divide the image on the screen into minimum 6 sections, where each number on the keyboard corresponds to the location of the quad on the image screen. <p><u>Monitor</u></p> <ul style="list-style-type: none"> • 24-bit monitor; • 1 (one) monitor with no less than 19" LCD, resolution 1280 x 1024, • Contrast sensitivity: 2 million colours and more <p><u>Additional functions:</u></p> <ul style="list-style-type: none"> • Automated archiving of the last scanned minimum of 150,000 images. • Baggage counter: Baggage counter interface in the taskbar • Date and time indicator • Density warning: The system automatically highlights the impenetrable areas with red dots alerting about suspicious areas and potential threats. It is possible to configure the system to alert also with audible alarm and/or stop the conveyor belt when detecting a potential danger. 			
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	<ul style="list-style-type: none"> Image processing: The system shall perform continuous automatic optimisation of the image (contrast and gamma adjustments), as well as image improvement (geometric distortion correction) in order to produce a precise and sharp image. <p><u>Safety features</u></p> <ul style="list-style-type: none"> The system is protected with minimum 2 layers of lead curtains in tunnel entrance and exit for inspection. The lead curtains prevent harmful radiation to leave the tunnel. External radiation leakage less than 0.1mR/Hr (1µsv/hr) measured in contact with external panels. <p><u>Equipment:</u></p> <ul style="list-style-type: none"> 2 (two) entrance /exit conveyor roller bands of min. 50 cm Active network port with corresponding equipment for network connecting with software of the following characteristics: Remote administration possibility; Remote diagnostics possibility <p><u>Environment:</u></p> <ul style="list-style-type: none"> Operating temperature: 0 °C - 40 °C; Storage temperature: - 20 °C to + 60 °C; Humidity up to 95% (without 			
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	<p>condensation)</p> <p>Software:</p> <p>The installed TIP system should display the message to the operator in the following cases:</p> <ol style="list-style-type: none"> a. when the operator reacts during the projection of a virtual dangerous object view b. when the operator does not react during the projection of a virtual dangerous object view c. when the operator reacts, but there was no projection of a dangerous object view <ul style="list-style-type: none"> • When displaying the message, the message should not cover the image of the bag or parcel to which it relates • The time of the message display could be set. In cases referred to in points a. and b., the message should be displayed together with the virtual dangerous object view • Access to TIP system with code <p>Training:</p> <ul style="list-style-type: none"> • Minimum 2 days of training for operators and supervisors, theoretical and practical KD course. • The Bidder is obliged to provide technical documentation during the delivery of the device in Serbian language, namely: 			
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	<ul style="list-style-type: none"> ○ Operator’s Manual - 4 sets ○ Supervisor’s Manual - 4 sets ○ Technical Manual - 4 sets ● The Bidder is obliged to provide additional training and qualifying as well as equipment in the authorised institutions in the Republic of Serbia for 4 employees of the Contracting Entity to work on the X-Ray Baggage Scanner in accordance with the applicable Law on Protection Against Ionising Radiation and Nuclear Safety and applicable regulations, after the Contracting Entity has obtained the approval for performing the activity in accordance with the Law on Protection Against Ionising Radiation and Nuclear Safety. ● The Contracting Entity shall submit to the Bidder, to whom the contract has been awarded, the list of employees within 20 days after conclusion of the contract. ● The Bidder is obliged to ensure the equipment X-Ray testing by authorised institutions in the Republic of Serbia, after the performed installation <i>in situ</i>. ● The Bidder is obliged to ensure licenses of the competent Serbian Radiation Protection and Nuclear Safety Agency, in accordance with applicable regulations of the Republic of Serbia for all X-Ray devices. ● The Bidder is obliged to obtain, within 9 months as of the date of performed delivery and drawing up the record on the qualitative and quantitative receipt of 			
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	<p>agreed quantity of goods, licenses / decisions of the Serbian Radiation Protection and Nuclear Safety Agency, in accordance with Serbian regulations, for the site where the delivery took place, to perform the training of end users, put into operation the equipment and meet other requirements of the Contracting Entity.</p> <p>The Bidder shall enclose to the Bid manufacturer technical documentation or catalogue or brochure or any other document of the equipment manufacturer, which unambiguously confirms that all requirements from the technical specification have been met. The documents proving the fulfilment of all conditions referred to in the technical specification shall be in English language.</p> <p>During the delivery, the Bidder is obliged to provide technical documentation, as follows:</p> <ul style="list-style-type: none"> • Original User Maintenance Manual for the equipment in English language • User Maintenance Manual for the equipment in Serbian language <p>Warranty period: The offered Warranty Period for the goods shall not be shorter than 24 months as of the date of the performed delivery and drawing up the record on the receipt of goods.</p>			
17	<p>General characteristics:</p> <ul style="list-style-type: none"> • The device shall be new, unused 			

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	<ul style="list-style-type: none"> • MDD is intended for detecting all types of metal weapons and/or dangerous metal objects (magnetic and non-magnetic) regardless of the position • The device shall have a great detecting ability in the entire transit area • The device shall have a uniform detection field and minimum 50 different detection zones; • The device shall have an audible and visual signal during metal detection • The device shall have two visual displays each (LED BARA) • The device shall be completely resistant to external electro impact, as well as detection safety in accordance with selected parameters and safety standard • The device shall have a high detection level with possibility of programming, i.e. additional adjustment of the detection level, in accordance with the needs of the end user. • Programming of the MDD shall be protected, particularly for the operators and supervisors. • The device programming shall be possible in one of the following ways: • With the help of the keyboard on the very MDD control panel, 			
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	<ul style="list-style-type: none"> • Remote programming with LAN or RS232 • With the help of a chip card with in advance defined sensitivity (has a standard card slot) and detection standards • Infrared (IR) remote programming protected with a code • During the initial installation of MDD, the Bidder shall provide verification of the detection possibilities with the help of OFV kit and <i>in situ</i> device calibration, in full accordance with the required EU standards for the sensitivity and detection safety levels • In the course of work, MDD shall minimise and optimise the number of unwanted alarms. This implies taking off jackets, removing mobile phones and all objects from the pockets before passing through the MDD, although controlled persons do not have to take off watches, belts and shoes • With the device, the Supplier shall deliver set of equipment with which it performs a daily test of the device functionality • The device shall have an automatic procedure of daily testing with corresponding accessories, whose result shall be promptly displayed on the control unit • The device shall have the possibility of 			
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	<p>automatic synchronisation between two or more MDDs, at a distance of 5 cm, without the use of external cables</p> <ul style="list-style-type: none"> • The device shall have a display showing the metal density of a detected object (magnetic or non-magnetic) and that this function can be activated / deactivated through advanced programming by the supervisor • The device shall have a visual display showing the selected security standard during each putting into operation of MDD • The device shall not require additional daily calibration • The device shall have the Random alarm option; the passing of persons who do not activate the alarm, i.e. who do not possess dangerous objects, the alarm shall be activated after all, in the given required range, with a special audio/visual signal, for the control performed by the operator and the facility security level, with the possibility of adjusting RA from 0-100 % • The device shall be in compliance with the international standards of exposing people to electromagnetic radiation, which is proven with the documentation of the equipment manufacturer submitted with the Bid • The device shall use the continuous-wave magnetic field (pulse field is not acceptable), for the protection and safety 			
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	<p>of persons with a pacemaker</p> <ul style="list-style-type: none"> • The device shall not impact in any way whatsoever the medical devices (hearing devices, heart devices, defibrillators, neurological stimulators, and the like) • Power 150-240 V, +/- 15%, 50-63 Hz • Operating temperature: from -20 °C to +60 °C • Humidity up to 95 % without condensation <p>Documents proving the fulfilment of all requirements referred to in the technical specification shall be in English language.</p> <p>During the delivery, the Bidder is obliged to provide technical documentation, as follows:</p> <ul style="list-style-type: none"> • Original User Maintenance Manual for the equipment in English language • User Maintenance Manual for the equipment in Serbian language <p>Warranty period: The offered Warranty Period for the goods shall not be shorter than 24 months as of the date of the performed delivery and drawing up the record on the receipt of goods.</p>			
18	<p>General characteristics:</p> <ul style="list-style-type: none"> • The device shall be new, unused • The device shall have battery power of minimum 100 hours working 			

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	<p>autonomy, and it shall be delivered with the charger</p> <ul style="list-style-type: none"> • The device shall be in accordance with the international NIJ standard and shall have at least three sensitivity levels • The device shall detect all types of metal weapons and/or metal dangerous objects (magnetic and non-magnetic), regardless of the location of the item with the persons subject to control • The device shall have an alarm signal which shall be audio, visual and vibration • The device shall not impact in any way whatsoever the medical devices (hearing devices, heart devices, defibrillators, neurological stimulators, and the like) <p>and shall be in compliance with the international standards of exposing people to electromagnetic radiation, which is proven with the documentation of the equipment manufacturer submitted with the Bid, and</p> <ul style="list-style-type: none"> • The Bidder shall enclose to the Bid manufacturer technical documentation or catalogue or brochure or any other document of the equipment manufacturer, which unambiguously confirms that all 			
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	<p>requirements from the technical specification have been met. The documents proving the fulfilment of all conditions referred to in the technical specification shall be in English language.</p> <p>During the delivery, the Bidder is obliged to provide technical documentation, as follows:</p> <ul style="list-style-type: none">• Original User Maintenance Manual for the equipment in English language• User Maintenance Manual for the equipment in Serbian language <p>Warranty period: The offered Warranty Period for the goods shall not be shorter than 24 months as of the date of the performed delivery and drawing up the record on the receipt of goods.</p>			
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ANNEX IV: Budget breakdown (Model financial offer)

PUBLICATION REFERENCE: 2019/S 107-260334 **NAME OF TENDERER:** [.....]

Lot 1 – IT Equipment

A	B	C	D	E
ITEM NUMBER	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS WITH DELIVERY DAP6 <PLACE OF ACCEPTANCE> <EUROS>	TOTAL <EUROS>
1	5			
2	1			
3	1			

⁶ DAP (Delivered At Place) — Incoterms 2010 International Chamber of Commerce <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>.

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4	1			
5	1			
6	1			
7	2			
8	1			
9	1			
10	550			
11	700			
12	10			
13	165			

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14	15			
15	1			
19	2			
20	3			
21	18			
22	125			
23	2			
24	1			
25	80			
26	70			

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			Total	
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ANNEX IV: Budget breakdown (Model financial offer)

PUBLICATION REFERENCE: 2019/S 107-260334 **NAME OF TENDERER:** [.....]

Lot 2 – Security Equipment

A	B	C	D	E
ITEM NUMBER	QUANTITY	SPECIFICATIONS OFFERED (INCL BRAND/MODEL)	UNIT COSTS WITH DELIVERY DAP7 <PLACE OF ACCEPTANCE> <EUROS>	TOTAL <EUROS>
16	3			
17	5			
18	6			
			Total	

[[

⁷ DAP (Delivered At Place) — Incoterms 2010 International Chamber of Commerce <http://www.iccwbo.org/products-and-services/trade-facilitation/incoterms-2010/the-incoterms-rules/>.

ANNEX V: MODEL PERFORMANCE GUARANTEE

To be completed on paper bearing the letterhead of the financial institution

For the attention of
Ministry of Justice
Nemanjina 22-26
11000 Belgrade
Republic of Serbia
referred to below as the “Contracting Authority”

Subject: Guarantee No <insert number>

Performance Guarantee for the full and proper execution of contract “Supply of Computer and Security Equipment for Palace of Justice Building in 17a Savska street, Belgrade“, Contract number __ (please quote number and title in all correspondence)

We the undersigned, <name and address of financial institution>, hereby irrevocably declare that we guarantee as primary obligor, and not merely as a surety on behalf of <Contractor's name and address>, hereinafter referred to as “the Contractor”, payment to the Contracting Authority of <amount of the performance guarantee>, representing the performance guarantee mentioned in Article 11 of the Special Conditions of the contract “Supply of Computer and Security Equipment for Palace of Justice Building in 17a Savska street, Belgrade”, Contract number __-__ concluded between the Contractor and the Contracting Authority, hereinafter referred to as “the Contract”.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) stating that the Contractor has failed to perform its contractual obligations fully and properly. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We accept notably that no amendment to the terms of the Contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment to the Contract.

We note that the guarantee will be released within 60 days of the issue of the final acceptance certificate (except for such part as may be specified in the Special Conditions in respect of after sales service). [and in any case at the latest on (at the expiry of 18 months after the period of implementation of the tasks)]⁸.

The law applicable to this guarantee shall be that of the country in which the financial institution issuing the guarantee is established. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of the country in which the financial institution issuing the guarantee is established.

This guarantee shall enter into force and take effect upon its signature.

Name:Position:

⁹ Signature: Date: <Date>||

⁸ This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

⁹ The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

ANNEX V: PRE-FINANCING GUARANTEE FORM

To be completed on paper bearing the letterhead of the financial institution

For the attention of
Ministry of Justice
Nemanjina 22-26
11000 Belgrade
Republic of Serbia

referred to below as the “Contracting Authority”

Subject: Guarantee No <insert number>

Financing Guarantee for the repayment of pre-financing payable under contract “Supply of Computer and Security Equipment for Palace of Justice Building in 17a Savska street, Belgrade “, Contract number __ (please quote number and title in all correspondence)

We, the undersigned, <name, and address of financial institution>, hereby irrevocably declare that we guarantee as primary obligor, and not merely as surety on behalf of <Contractor's name and address>, hereinafter referred to as “the Contractor”, the payment to the Contracting Authority of <indicate the amount of the pre-financing>, corresponding to the pre-financing as mentioned in Article 26.1 of the Special Conditions of the contract “Supply of Computer and Security Equipment for Palace of Justice Building in 17a Savska street, Belgrade”, Contract number __-__ concluded between the Contractor and the Contracting Authority, hereinafter referred to as “the Contract”.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation or receipt) stating that the Contractor has not repaid the pre-financing on request or that the Contract has been terminated. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We accept notably that no amendment to the terms of the Contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment of the Contract.

We note that the guarantee will be released 30 days at the latest after the provisional acceptance of the goods [and in any case at the latest on (at the expiry of 18 months after the period of implementation of the tasks)]¹⁰.

The law applicable to this guarantee shall be that of the country in which the financial institution issuing the guarantee is established. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of the country in which the financial institution issuing the guarantee is established>].

The guarantee will enter into force and take effect on receipt of the pre-financing payment in the account designated by the Contractor to receive payments.

Name: Position:
Signature¹¹: Date: <Date>

¹⁰This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

¹¹The name(s) and position(s) of the persons signing on behalf of the guarantor must be shown in printed characters.

ADMINISTRATIVE COMPLIANCE GRID

Contract title :	Supply of Computer and Security Equipment for Palace of Justice Building in 17a Savska street, Belgrade	Publication reference :	2019/S 107-260334
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Tender envelope number	Name of Tenderer	Is tenderer (consortium) nationality ¹² eligible? (Y/N)	Is documentation complete? (Y/N)	Is language as required? (Y/N)	Is tender submission form complete? (Y/N)	Is tenderer's declaration signed (by all consortium members if a consortium)? (Yes/No/ Not Applicable)	Other administrative requirements of the tender dossier? (Yes/No/Not applicable)	Overall decision? (Accept / Reject)
1								
2								
3								
4								
5								
6								

Chairperson's name	
Chairperson's signature	
Date	

¹² If the tender has been submitted by a consortium, the nationalities of **all** the consortium members must be eligible

D. TENDER FORM FOR A SUPPLY CONTRACT

Publication reference: 2019/S 107-260334

Title of contract: Supply of Computer and Security Equipment for Palace of Justice Building in 17a Savska street, Belgrade

<Place and date>

Ministry of Justice, Nemanjina 22-26, 11000 Belgrade, Republic of Serbia

One signed form must be supplied (for each lot, if the tender procedure is divided into lots), together with the number of copies specified in the Instruction to Tenderers. The form must include a signed declaration using the annexed format from each legal entity making the application. Any additional documentation (brochure, letter, etc.) sent with the form will not be taken into consideration. Applications being submitted by a consortium (i.e. either a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members. The attachments to this submission form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted, the originals must be dispatched to the Contracting Authority upon request. For economical and ecological reasons, we strongly recommend that you submit your files on paper-based materials (no plastic folder or divider). We also suggest you use double-sided print-outs as much as possible.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. 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 an undertaking 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 and notably that of nationality, as the economic operator.

1 SUBMITTED BY

	Name(s) of tenderer(s)	Nationality¹³
Leader¹⁴		
Member		
Etc ...		

¹³ Country in which the legal entity is registered.

¹⁴ add/delete additional lines for members as appropriate. Note that a subcontractor is not considered to be a member for the purposes of this tender procedure. Subsequently, the data of the subcontractor must not appear in the data related to the economic, financial and professional capacity. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as '**leader**' (and all other lines should be deleted).

2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
E-mail	

3 ECONOMIC AND FINANCIAL CAPACITY¹⁵

Please complete the following table of financial data¹⁶ based on your annual accounts and your latest projections. If annual accounts are not yet available for this year or last year, please provide your latest estimates, clearly identifying estimated figures in italics. Figures in all columns must be on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the table). Any clarification or explanation which is judged necessary may also be provided.

Financial data	2016¹⁷ €	2017 €	2018 €	Average¹⁸ €	This year €
Annual turnover ¹⁹ , excluding this contract					
Current Assets ²⁰					
Current Liabilities ²¹					

¹⁵Natural persons have to prove their capacity in accordance with the selection criteria and by the appropriate means.

¹⁶If this application is being submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this tender form for a supply contract..

¹⁷Last year=last accounting year for entity.

¹⁸Amounts entered in the ‘Average’ column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

¹⁹The gross inflow of economic benefits (cash, receivables, other assets) arising from the ordinary operating activities of the enterprise (such as sales of goods, sales of services, interest, royalties, and dividends) during the year.

²⁰A balance sheet account/Income statement that represents the value of all assets that are reasonably expected to be converted into cash within one year in the normal course of business. Current assets include cash, accounts receivable, inventory, marketable securities, prepaid expenses and other liquid assets that can be readily converted to cash.

²¹A company's debts or obligations that are due within one year. Current liabilities appear on the company's balance sheet and include short term debt, accounts payable, accrued liabilities and other debts.

4 STAFF RESOURCES

Please provide the following personnel statistics for the current year and the two previous years.²²

Average manpower	Year before last		Last year		This year	
	Overall	Total for fields related to this contract ²³	Overall	Total for fields related to this contract ¹¹	Overall	Total for fields related to this contract ¹¹
Permanent staff ²⁴						
Other staff ²⁵						
Total						
Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%

²² If this tender is being submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this tender form for a supply contract.

²³ Corresponding to the relevant specialisms identified in point 5 below.

²⁴ Staff directly employed by the Tenderer on a permanent basis (i.e. under indefinite contracts).

²⁵ Other staff not directly employed by the Tenderer on a permanent basis (i.e. under fixed-term contracts).

5 FIELDS OF SPECIALISATION

Please use the table below to indicate the **specialisms relevant to this contract** of each legal entity making this tender, by using the names of these specialisms as the row headings and the name of the legal entity as the column headings. Show the relevant specialism(s) of each legal entity by placing a tick (✓) in the box corresponding to those specialisms in which the legal entity has significant experience. [**Maximum 10 specialisms**]

	Leader	Member 2	Member 3	Etc ...
Relevant specialism 1				
Relevant specialism 2				
Etc ... ¹				

¹ add / delete additional lines and/or rows as appropriate. If this tender is being submitted by an individual legal entity, the name of the legal entity should be entered as ‘Leader’ (and all other columns should be deleted).

6 EXPERIENCE

Please complete a table using the format below to summarise the **major relevant supplies** carried out in the course of the past years 2016,2017,2018 and 2019¹ by the legal entity or entities making this tender. The number of references to be provided must not exceed **15** for the entire tender

Ref # (maximum 15)	Project title		...					
Name of legal entity	Country	Overall supply value (EUR) ²	Proportion supplied by legal entity (%)	No of staff provided	Name of client	Origin of funding	Dates	Name of members if any
...
Detailed description of supply						Related services provided		
...						...		

¹ In the case of framework contracts (without contractual value), only specific contracts corresponding to assignments implemented under such framework contracts will be considered.

² Amounts actually paid, without the effect of inflation.

7 TENDERER’S DECLARATION(S)

As part of their tender, each legal entity identified under point 1 of this form, including every consortium member, must submit a signed declaration using this format. The declaration may be in original or in copy. If copies are submitted the originals must be dispatched to the Contracting Authority upon request.

In response to your letter of invitation to tender for the above contract,

we, the undersigned, hereby declare that:

1 We have examined and accept in full the content of the dossier for invitation to tender no. 2019/S 107-260334, June 5, 2019. We hereby accept its provisions in their entirety, without reservation or restriction.

2 We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction:

Lot 1: [*description of supplies with indication of quantities and origin*]

Lot 2: [*description of supplies with indication of quantities and origin*]

Etc.

3 The price of our tender **excluding** spare parts and consumables, if applicable [*excluding the discounts described under point 4*] is:

Lot 1: [.....]

Lot 2: [.....]

4 We will grant a discount of [%], or [.....] [*in the event of our being awarded Lot ... and Lot ...*].

5 This tender is valid for a period of 90 days from the final date for submission of tenders.

6 If our tender is accepted, we undertake to provide a performance guarantee as required by Article 11 of the Special Conditions.

7 Our firm/company [*and our subcontractors*] has/have the following nationality:

<.....>

8 We are making this tender in our own right [*as member in the consortium led by < name of the leader / ourselves >]**. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a member in the consortium, that all members are jointly and severally liable by law for the execution of the contract, that the lead member is authorised to bind, and receive instructions for and on behalf of, each member, that the execution of the contract, including payments, is the responsibility of the lead member, and that all members in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract’s execution].

9 We are not in any of the situations excluding us from participating in contracts which are listed in section 2.3.3 of the Practical Guide to contract procedures for EU external actions. In the event that our tender is successful, we undertake, if required, to provide the proof usual

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under the law of the country in which we are established that we do not fall into these exclusion situations. The date on the evidence or documents provided will be no earlier than 1 year before the date of submission of the tender and, in addition, we will provide a statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

We also undertake, if required, to provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tender specified in the contract notice, point 16. The documentary proofs required are listed in Section 2.4.11 of the Practical Guide.

We also understand that if we fail to provide the proof/evidence required, within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.

- 10** We agree to abide by the ethics clauses in Clause 23 of the instructions to tenderers and, in particular, have no conflict of interests or any equivalent relation in that respect with other tenderers or other parties in the tender procedure at the time of the submission of this application.
- 11** We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the tasks. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the EIB.
- 12** We note that the Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.
- 13** We fully recognise and accept that we may be excluded from tender procedures and contracts, in accordance with Section 2.3.4 of the Practical Guide to contract procedures for EU external actions, for a maximum period of 5 years from the date on which the infringement is established and up to 10 years in the event of a repeat offence within the 5 years of the above-mentioned date. Furthermore, we acknowledge that, should we make false declarations or commit substantial errors, irregularities or fraud, we will also be subject to financial penalties representing 2% to 10% of the total estimated value of the contract being awarded. This rate may be increased to 4% to 20% in the event of a repeat offence within 5 years of the first infringement.
- 14** We are aware that, for the purposes of safeguarding the financial interests of the Communities, our personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

[* Delete as applicable]

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If this declaration is being completed by a consortium member:

The following table contains our financial data as included in the consortium's tender form. These data are based on our annual audited accounts and our latest projections. Estimated figures (i.e. those not included in annual audited accounts) are given in italics. Figures in all columns have been provided on the same basis to allow a direct, year-on-year comparison to be made <except as explained in the footnote to the table>.

Financial data	2 years before last⁵ €	Year before last year €	Last year €	Average⁶ €	This year €
Annual turnover ⁷ , excluding this contract					
Current Assets ⁸					
Current Liabilities ⁹					

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The following table contains our personnel statistics as included in the consortium’s tender form:

Average manpower	Previous year		Last year		This year	
	Overall	Total for fields related to this contract ¹¹	Overall	Total for fields related to this contract ¹¹	Overall	Total for fields related to this contract ¹¹
Permanent staff ¹²						
Other staff ¹³						

Yours faithfully

Name and first name: <[.....]>

Duly authorised to sign this tender on behalf of:

<.....>

Place and date: <.....>]

Stamp of the firm/company:

This tender includes the following annexes:

[Numbered list of annexes with titles]

TENDER GUARANTEE FORM

Specimen tender guarantee

< To be completed on paper bearing the letterhead of the financial institution >

For the attention of Ministry of Justice, Nemanjina 22-26, 11000 Belgrade, Republic of Serbia,
referred to below as the “Contracting Authority”

<Date>

Title of contract: Supply of Computer and Security Equipment for Palace of Justice Building in
17a Savska street, Belgrade

Identification number: 2019/S 107-260334

We, the undersigned, <name and address of financial institution>, hereby irrevocably declare that we will guarantee as primary obligor, and not merely as a surety on behalf of <Tenderer's name and address> the payment to the Contracting Authority of <amount of the tender guarantee>, this amount representing the guarantee referred to in article 11 of the Contract notice.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) if the Tenderer does not fulfil all obligations stated in its tender. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We note that the guarantee will be released at the latest within 45 days of the expiry of the tender validity period, including any extensions, in accordance with Article 8 of the Instructions to Tenderers [and in any case at the latest on (1 year after the deadline for submission of tenders)]²⁹.

The law applicable to this guarantee shall be that of the Contracting Authority. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of the country of the Contracting Authority.

The guarantee will enter into force and take effect from the submission deadline of the tender.

Name: Position:

Signature:

Date:
