

TENDER SPECIFICATION FOR:

PRINTING SERVICES

PS/SRV/PRT/040/2025

Middle value contract



TABLE OF CONTENTS

TABLE OF CONTENTS	2
1. INFORMATION ON TENDERING	3
1.1 Contracting authority	3
1.2 Subject	3
1.3 Participation	3
1.4 Contractual conditions	4
1.5 The Structure and content of the tender	4
1.6 Identification of the tenderer	4
1.7 Confidentiality of tenders	5
1.8 Informing tenderers	5
1.9 Means of redress	5
1.10 Awarding of the Contract	6
1.11 Period of validity of tenders	7
2. TERMS OF REFERENCE	7
2.1 Services covered by the contract	7
2.2. Delivery of Services	8
2.3. Contract duration	8
3. EVALUATION AND AWARD	9
3.1 Verification of non-exclusion	9
3.2 Selection criteria	9
3.3 Award criteria	10
ANNEXES	10

1. INFORMATION ON TENDERING

1.1 Contracting authority

The European Union - in accordance with Council Decision (EU) 2017/1937 - and the Republic of Albania, Bosnia and Herzegovina, the Republic of North Macedonia, Kosovo*, Montenegro and the Republic of Serbia ('the Contracting Parties') signed the Treaty establishing the Transport Community ('the TCT).

The aim of the TCT is the creation of a Transport Community in the field of road, rail, inland waterway and maritime transport as well as the development of the transport network between the European Union and the Southeast European Parties (hereinafter referred to as 'the Transport Community'). The Transport Community shall be based on the progressive integration of transport markets of the Southeast European Parties into the European Union transport market on the basis of the relevant acquis, including in the areas of technical standards, interoperability, safety, security, traffic management, social policy, public procurement and environment, for all modes of transport excluding air transport.

To implement the TCT provisions and make the Transport Community operational, a Permanent Secretariat (hereinafter 'the TCT Secretariat') has been established. The seat of the TCT Secretariat is in Belgrade as defined by the Agreement between the Transport Community and the Republic of Serbia signed on 30 January 2019.

1.2 Subject

The overall objective is to conclude a **contract** with a service provider offering high quality printing services.

1.3 Participation

Participation in this tender procedure is open on equal terms to all natural who are nationals of and legal persons (participating either individually or in grouping-consortium of tenderers) effectively established in a Member State or a country, territory, or region (*Annex A2a1 to the practical guide* † , see info in footnote).

Participation in this procurement procedure is open on equal terms to all natural and legal persons or associations of such persons established in:

- Member State of the European Union;
- Signing Parties of the Transport Community Treaty;
- A Member State of the European Economic Area;

Natural persons who are nationals of, and all legal persons established in non-EU countries can participate to a procurement procedure, only if signatory of the WTO's GPA or of a bilateral agreement with EU. Participation is also open to international organisations.

^{*} This designation is without prejudice to positions on status and is in line with UNSCR 1244 (1999) and the ICJ Opinion on the Kosovo declaration of independence.

[†] https://wikis.ec.europa.eu/display/ExactExternalWiki/Annexes

To enable the Contracting Authority to verify the access, each tenderer must indicate its country of establishment (and in case of joint tender – the country of establishment of each group member) and must present the supporting evidence normally acceptable under the law of that country/-ies.

The same document(s) could be used to prove country/-ies of establishment and the legal capacity as described in **Section 3.2.2.**

Contractors and subcontractors shall not be included in the lists of persons, groups, or entities subject to EU restrictive measures.

The lists of persons, groups, entities subject to the EU restrictive measures are maintained by the DG FISMA and published on the following website: www.sanctionsmap.eu

Tenderer included in the lists of EU restrictive measures at the moment of the award decision cannot be awarded the contract.

1.4 Contractual conditions

The tenderer should follow the provisions of the draft Contract.

1.5 The Structure and content of the tender

The tenders must be presented as follows:

- Identification of the tenderer
- Documents for Non-exclusion criteria
- Documents for Selection criteria
- Financial offer

The maximum value of the service contract price is **EUR 19,000.00 (VAT excluded)**

Prices must be quoted free of all duties, taxes and other charges, including VAT, as the TCT is exempt from such charges under Articles 10 of the <u>Agreement between the Republic of Serbia and the Transport Community regarding the seat of the Permanent Secretariat of the Transport Community.</u> If VAT applicable to the service, VAT may be shown separately.

The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to bear the risks or the benefits deriving from any variation.

Tenders shall be submitted by electronic mail to procurement@transport-community.org. All documents referred at above shall be submitted in pdf format.

The time and date displayed by the server clock within the Authority's system shall be the standard upon which compliance with tender submission deadlines shall be determined. Tenderers are strongly advised not to transmit their Tender immediately before the deadline for submission.

It is the Tenderer's sole responsibility to ensure that its Tender complies with the submission requirements and is received by the Contracting Authority by the date and time set out. The Contracting Authority accepts no liability whatsoever for any problems arising from issues such as (but not limited to) the Tenderer's IT software, infrastructure, internet connectivity, etc. that would result in the Tender not being properly or timely received.

1.6 Identification of the tenderer

The tenderer must provide Annex I- Identification of the Tenderer, filled in, duly signed and stamped.

The tenderer (or the leader in case of joint tender) must provide a Financial Identification Form with its supporting documents. Only one form per tender should be submitted.

1.7 Confidentiality of tenders

Once the Contracting Authority has opened a tender, it becomes its property and shall be treated confidentially, subject to the following:

- For the purposes of evaluating the tender and, if applicable, implementing the contract, performing audits, benchmarking, etc., the Contracting Authority is entitled to make available (any part of) the tender to its staff as well to other persons and entities working for the Contracting Authority or cooperating with it, including Contractors or subcontractors and their staff provided that they are bound by an obligation of confidentiality.
- The Contracting Authority may disclose the submitted tender in the context of a request for public access to documents, or in other cases where the applicable law requires its disclosure. Unless there is an overriding public interest in disclosure, the Contracting Authority may refuse to provide full access to the submitted tender, redacting the parts (if any) that contain confidential information, the disclosure of which would undermine the protection of commercial interests of the tenderer, including intellectual property.

The Contracting Authority will disregard general statements that the whole tender or substantial parts of it contain confidential information. Tenderers need to clearly mark the information they consider confidential and explain why it may not be disclosed. The Contracting Authority reserves the right to make its own assessment of the confidential nature of any information contained in the tender.

1.8 Informing tenderers

The Contracting Authority shall inform tenderers simultaneously and individually of decisions reached concerning the outcome of the procedure, including the grounds for any decision not to award the contract or recommence the procedure.

Within such communication, the Contracting Authority shall inform:

- Any unsuccessful tenderer of the reasons for the rejection of its tender:
- Any tenderer that has made an admissible tender of the characteristics and relative advantages of the tender selected, the price of the offer as well as the name of the successful tenderer.

The Contracting Authority may decide to withhold certain information that it assesses as being confidential, in particular where its release would prejudice the legitimate commercial interests of economic operators or might distort fair competition between them. Such information may include, without being limited to, confidential aspects of tenders such as prices included in the financial offer, technical or trade secrets[‡].

1.9 Means of redress

Any person that considers itself harmed by any act or decision made by the Contracting Authority might seek remedy by the following means:

1) Seeking remedy with the Contracting Authority

Objections should be sent not later than 7 days after receiving notification from the Contracting Auhtority using the e-mail address procurement@transport-community.org and shall include:

For the definition of trade secrets please see Article 2 (1) of DIRECTIVE (EU) 2016/943 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure.

- The no. of the procurement procedure and the word "objection" in the subject line:
- Sender's identification data;
- Proof of interest:
- Challenged act or decision and remedy sought;
- Grounds or evidence supporting the objection.

Objections not meeting the formal notification requirements provided above shall be disregarded.

Only actual participants to the tender procedure shall be considered interested parties and allowed to object. In order to be found admissible, objections should concern any of the following:

- Decision to exclude (Contracting Authority's decision to exclude a participant in the tender procedure);
- Decision to award the contract (Contracting Authority's decision to award the contract to a certain bidder).

Timing for sending objections shall be no later than 7 days following Contracting's Authority notifications of the outcome of the tender procedure.

Upon review of the objection, the Contracting Authority shall respond as soon as possible and provide the sender its decision and reasoning on the case. Such decision might confirm (fully or in part) or reject the objection. In case the Contracting Authority accepts (in full or in part) an objection it will take immediate remedial action and inform all interested parties in this regard.

2) Permanent Court of Arbitration in Hague

Disputes arising out of the Contracting Authority's decision on an objection shall be settled by final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations and States, as in effect on the date of launching the tender.

The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitration proceedings shall take place in the Hague and the language used in the arbitral proceedings will be English. The arbitrator's decision shall be binding on all parties and there shall be no appeal.

1.10 Awarding of the Contract

The Contracting Authority shall award the contract to the selected bidder:

- Not earlier than 7 days following the communication of the outcome of the procedure (the standstill period), providing that no objections are being lodged within such period by any interested party.
- After the Contracting Authority's review and decision on all objections lodged during the standstill period.

In case the Contracting Authority revises its initial award decision on the basis of examination of objections received in the standstill period and decides to award the contract to another tenderer, a further standstill period of 7 days shall apply.

Raising a dispute to the Permanent Court of Arbitration shall not prevent the award of the contract by the Contracting Authority. By submitting tenders in response to this procedure, bidders acknowledge and accept that whatever the outcome of arbitration proceedings might be it shall not result in the contract becoming ineffective through retroactive cancellation or otherwise.

1.11 Period of validity of tenders

The period of validity of tenders is fixed at 3 months from the deadline for the submission of tenders.

2. TERMS OF REFERENCE

2.1 Services covered by the contract

The services covered by the contract include:

Printing services of high-quality materials, e.g. publications and various promotional materials.

Description of services: The contractor shall provide high-quality printing services for printed publications and various promotional materials as indicated in the table below.

Nr.	Description	Unit	Quantity
1.	Publication print (EU Acquis Report) A4 format, 240 +/-10 pages + cover pages. 300 gr/m2 Kunstdruck for cover, 115 gr/m2 Kunstdruck matte for pages inside. Cover print 4/0, pages print 4/4. Matte plasticisation of the cover 1/0.	Piece	200
2.	Publicationprint(EUAcquisPIU)A4format,210+/-10pages+coverpages.300 gr/m2 Kunstdruck for cover,115 gr/m2 Kunstdruck matte forpages inside.Cover print4/0,pagesprint4/4.Matteplasticisation of the cover1/0.	Piece	100
3.	Publication print (TEN-T report) A4 format, 100 +/-10 pages + cover pages. 300 gr/m2 Kunstdruck for cover, 115 gr/m2 Kunstdruck matte for pages inside. Cover print 4/0, pages print 4/4. Matte plasticisation of the cover 1/0.	Piece	200
4.	Publicationprint(TEN-TPIUReport)A4 format,100 +/-10pages + cover pages.300 gr/m2 Kunstdruck for cover,115 gr/m2 Kunstdruck matte for pages inside.Cover print 4/0, pages print 4/4. Matte plasticisation of the cover 1/0.	Piece	100
5.	Publication print (Next Gen Action Plans for Social Issues) A4 format, 10 +/- 5 pages + cover pages. 300 gr/m2 Kunstdruck for cover, 115 gr/m2 Kunstdruck matte for pages inside. Cover print 4/0, pages print 4/4. Matte plasticisation of the cover 1/0.	Piece	100
6.	Umbrella , folding umbrella with automatic opening and closing, 8 segments, opening mechanism made of a combination of aluminium and fiberglass, metal chromed pole (Ø11mm), metal ends, rubber handle in the colour of the umbrella, cover with lining in the colour of the umbrella, windproof. Dimensions Ø97x57(28)cm, colour – dark blue, printing 1/0	Piece	100
7.	Flexible reflective wristband , dimensions 33 x 3cm, printing 1/0, colour fluo yellow	Piece	500
8.	Raincoat in a plastic ball, dimensions Ø 6.4cm, printing 1/0, colour withe or blue	Piece	500
9.	USB flash memory stick , dimensions 5.8 x 1.9 x 1.1cm, colour blue, black, or white, printing 1/0, capacity 16 GB	Piece	500
10.	A5 Notebook with flexible cover and rounded edges, dimensions 14 x 21cm, paper inside - 120g/m2, 128 pages with	Piece	200

	printed lines, stone paper cover, colour black or dark blue, printing 1/0		
11.	A5 Notebook with a flexible cover, rounded edges and an elastic band with a pull attachment, dimensions 15.3 x 21.3 cm, paper inside 80g/m2, 192 pages with printed lines, cover thermosensitive eco leather, colour black or dark blue, printing 1/0	Piece	200
12.	Eco notebook for notes with pen, dimensions 18x13x1.3cm, spiral binding, printing 4/0, colour – dark blue	Piece	500
13.	Folder , one-sided colour printing 4/0, one-sided lamination (matt) 1/0, Paper 350g/m2	Piece	500
14.	ID card for suitcases with replaceable printed insert, dimensions 11.4x6.8cm, plastic, printing 1/0, colour – blue	Piece	500
15.	Bio note set (with plant seeds in cover), a paper set with bookmarks, note papers (post its), dimensions 8.5 x 12.3 x 0.3cm, colour - white, printing 1/0	Piece	500
16.	Desk planner , 128 pages printed on 80g/m2 cream offset paper with the space for personal information, weekly planner for recording meetings and tasks, dimensions 29.5 x 15cm, spiral binding, colour black or dark blue, printing 1/0	Piece	35
17.	Tote bag , dimensions 38x42cm, handles 70x2.5cm, cotton 220g/m2, printing 1/0, colour - dark blue	Piece	500
18.	Mouse pad , material: rubber/polyester, dimensions: 90×40×0.3 cm, print 1/0, colour: black	Piece	35
19.	Car mobile phone holder , dimensions: 10×9×6 cm, print 1/0, colour: black	Piece	35
20.	Metal ballpoint pen , ink color: blue, dimensions: \emptyset 0.8 × 13.8 cm, color: dark blue, print 1/0	Piece	500
21.	Polo t-shirt , 210 g/m², composition: 100% combed cotton, screen print front 1/0 approx. 5×7 cm, screen print back 1/0 approx. A4, colour: dark blue	Piece	35
22.	Hoodie with hood , 280 g/m², fabric: brushed fleece, composition: 85% cotton, 15% polyester, screen print front 1/0 approx. 5×7 cm, screen print back 1/0 approx. A4, colour: dark blue	Piece	35
23.	External laptop power bank , 20,000 mAh, input: Type-C, output: Type-C, USB, dimensions: 10.4 × 5.1 × 2.7 cm, colour: black, print: 1/0	Piece	35
24.	Luggage ID tag with location-tracking function , material: thermo-sensitive eco leather, dimensions: 6.7 × 10.9 × 0.5 cm, print: 1/0, colour: black	Piece	35
25.	Regent metal rollerball pen, ink colour: blue, dimensions: Ø 1 × 13.7 cm, colour: dark blue, print: 1/0	Piece	35

2.2. Delivery of Services

The place of service delivery shall be Belgrade, Beograđanka Building, Masarikova 5, 8th floor, exclusive of any direct taxes, customs duties, indirect taxes, and VAT.

2.3. Contract duration

The execution of the contract shall start on the day when it is signed by the last party.

The duration of the performance of the contract shall not exceed six months. Performance of the contract starts from the date of entry into force of the contract.

3. EVALUATION AND AWARD

The evaluation is based solely on the information provided in the submitted tender. It involves the following:

- Verification of non-exclusion of tenderers on the basis of the exclusion criteria
- Selection of tenderers on the basis of selection criteria
- Verification of compliance with the minimum requirements set out in these tender specifications
- Evaluation of tenders on the basis of the award criteria

The contracting authority may reject abnormally low tenders, in particular if it established that the tenderer does not comply with applicable obligations in the fields of environmental, social and labour law.

The Contracting Authority will assess these criteria in no particular order. The successful tenderer must pass all criteria to be awarded the contract.

3.1 Verification of non-exclusion

All tenderers must provide a **Declaration on honour** (see Annex 2), signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion listed in that declaration on honour.

The Contracting Authority reserves the right to verify whether the successful tenderer is in one of the situations of exclusion by requiring the supporting documents listed in the declaration of honour.

The obligation to submit supporting evidence does not apply to international organisations.

A tenderer is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that that there has been no change in its situation.

A tenderer is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

3.2 Selection criteria

Tenderers must prove their legal, regulatory, economic, financial, technical and professional capacity to carry out the work subject to this procurement procedure.

The tenderer may 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.

The tender must include the proportion of the contract that the tenderer intends to subcontract.

The tenderers whose capacity is necessary to fulfil the selection criteria must provide the **Declaration on honour (see Annex 2), signed and dated by an authorised representative**, stating that they fulfil the selection criteria applicable to them.

This declaration is part of the Declaration used for exclusion criteria (see section 3.1) so only one declaration covering both aspects should be provided by each concerned entity.

The Contracting Authority will evaluate selection criteria on the basis of the evidence to be submitted with the tenders. A tenderer is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that that there has been no change in its situation.

A tenderer is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

3.3 Award criteria

The offer with the lowest price, which is in conformity with the tender specifications shall be proposed for award.

ANNEXES

- 1. Identification of the Tenderer ANNEX 1
- 2. Declaration of honour on exclusion criteria and selection criteria ANNEX 2
- 3. Draft Contract ANNEX 3
- 4. Financial Offer ANNEX 4
- 5. Financial Identification Form ANNEX 5