POST-EARTHQUAKE HOUSING REGENERATION IN KRALJEVO PROJECT

For construction of a building with 86 apartments and demolition of 7 damaged housing buildings related to the

Post-earthquake Housing Reconstruction Project, Phase 2 in Kraljevo, Serbia

Employer:

**Ministry of Construction, Transportation and Infrastructure**

**City of Kraljevo**

**Public Call for International Public Procurement**

**Reference number: 404-02-206/2/2019-02 of 7th February 2020**

VOLUME 1

SECTION 1

INSTRUCTIONS TO TENDERERS

PUBLICATION REF: 404-02-206/2/2019-02

In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever its own conditions of sale may be, which it hereby waives. 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 will lead to rejection of the tender. No account can be taken of any reservation in the tender as regards the tender dossier; this may result in immediate rejection of the tender without further evaluation.

The Contract for this procurement will be concluded according to the internationally recognized construction contract model, the publication entitled “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer”, International Federation of Consulting Engineers, First edition: FIDIC 1999, published by Fédération Internationale des Ingénieurs-Conseils (FIDIC).

The above mentioned General Conditions, both in English and translated in Serbian language are available at the Association of Consulting Engineers of Serbia (ACES), Zahumska 26, 11000 Beograd.

It shall be deemed that the Tenderer is fully acquainted with these FIDIC conditions of contract and has them in his possession.

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# GENERAL PART

## GENERAL INSTRUCTIONS

### Tenderers must tender for the whole of the works required by the dossier. Tenders will not be accepted for incomplete lots.

### Timetable

|  |  |  |
| --- | --- | --- |
|  | **DATE** | **TIME\*** |
| **Site visit** | Friday 29th February 2020 | 11:00 |
| **Deadline for requesting any additional information from the Employer** | Tuesday 10th March 2020 | 16:00 |
| **Last date on which additional information are issued by the Employer** | Thursday 26th March 2020 | 16:00 |
| **Deadline for submitting tenders** | 31st March 2020 | 10:00 |
| **Technical Offer opening session** | 31st March 2020 | 12:00 |
| **Financial Offer opening session** | The tenderers which Technical Offers are compliant with qualification criteria will be informed 7 days in advance on the date and time of the Financial Offers opening session |  |
| **Notification of award to the successful tenderer** | latest by 1st Jun 2020**\*\*** | - |
| **Signature of the contract** | latest on 1st July 2020**\*\*** | - |

**\* All times are in the time zone of the country of the Employer**

**\*\*****Provisional date**

## FINANCING

The project is financed by the Republic of Serbia, through funds made available by loan of Council of Europe Development Bank CEB (further in the text: the Bank).

## PARTICIPATION

### Participation is open to all Tenderers fulfiling the following mandatory requirements/eligibility criteria:

1. It is registered with the competent body and that it is not in bancruptcy;
2. It or its legal representative have not been convicted for any criminal act as members of an organized criminal group; that it has not been convicted for crimes against commerce, crimes against environment, crime of receiving or offering bribe, crime of fraud;
3. It has paid due taxes and other public charges in accordance with laws of the Republic of Serbia or a foreign country if its registered address is in its territory;
4. It fulfiled obligations under applicable legislation concerning safety at work, employment and working conditions, protection of environment, and that it is not under prohibition of activities, valid in time of tender submission.

### Bidder proves fulfilment of requirements referred to in subclause 3.1 by supplying the following documents:

1. **Registration and solvency.** Excerpts from register of the competent authority (Agency for Business Registers or other national competent body in Tenderer’s country), not olders than two months before the date of publication of the Contract Notice, as listed below:
2. Extract of an entry of registered business entities, proving company's establishment;
3. Non Bankruptcy Certificate - Confirmation that no procedure of liquidation and bankruptcy has been registered.
4. **Certificates on non conviction.** Certificates of the competent courts and police, not older than two months before the date of publication of the Contract notice, as listed below:
5. Excerpt from criminal record, or a certificate of basic and high courts in whose territory the headquarter of the domestic legal entity or head office or branch offices of foreign legal entities is, which confirms that the legal person has not been convicted for criminal offences within the jurisdiction of the basic and high courts ( against the commerce, crimes against the environment, the crime of receiving or giving bribes, the crime of fraud),
6. Excerpt from the criminal records of the Special Department for Organized Crime of the Higher Court in Belgrade , confirming that the legal entity has not been convicted for any criminal offence within the jurisdiction of the Special Department of the Higher Court in Belgrade (for the crimes of organized crime);
7. Certificate from the police department confirming that the legal representative of the tenderer has not been convicted for crimes against the commerce, crimes against the environment, the crime of receiving or giving bribes, the crime of fraud and one of the crimes of the organized crime. If a provider has more legal representatives it is required to provide evidence for each of them.
8. **Certificates on tax payment.** Certificates of the competent tax authorities not older than two months before the date of publication of the Contract notice, as listed below:
9. Certificate of the Tax Administration of the Ministry of Finance that the tenderer has settled due taxes and other levies;
10. Certificate of the competent local self-government administration for liabilities arising from local public revenues.
11. **Fulfilment of other legal duties.** Signed and verified letter from the tenderer, on the memorandum, stating that it fulfils obligations under applicable legislation concerning safety at work, employment and working conditions, protection of environment, and that it is not under prohibition of activities, valid in time of tender submission (Form 4.5.7).

### The eligibility requirement detailed in subclause 3.1 applies to all members of a joint venture/consortium and all subcontractors.

### Any person (natural or legal) that participated in the preparation of the project must be excluded from participation in tender which is based on that work, unless it can prove that their participation in previous phases of this project has no negative influence to the competition in this procurement procedure.

### If the tenderer does not submit some of the documents required in the sub-clause 3.2, Employer shall not reject the tender if the information that is subject-matter of the documents required is accessible to the general public.

### If the required documents cannot be issued in the country of origin of the tenderer, the tenderer may, instead of the document, submit a written statement, made under penalty of perjury, certified before a judicial or administrative authority, by a notary public or other competent authority of that Country.

## ONLY ONE TENDER PER TENDERER

A company may not tender for a given contract both individually and as a member of a joint venture/consortium. Participation by a tenderer in more than one tender for a contract will result in the disqualification of all those tenders for that contract in which the party is involved.

## TENDER EXPENSES

### The tenderer will bear all costs associated with preparing and submitting the tender. The Employer will not be responsible or liable for such costs, whatever the conduct or outcome of the procedure.

### The Employer will neither be responsible for, nor cover, any expenses or losses incurred by the tenderer through site visits and inspections or any other aspect of its tender.

## SITE VISIT

### The tenderer is strongly advised to visit and inspect the site of the works and its surroundings for the purpose of assessing, at its own responsibility, expense and risk, the factors necessary for preparing its tender and signing the contract for the works.

### The Employer will provide clarifications during the visit of the location.

### Site visit with The Employer will be organized on Friday 29th February 2020 at 11 a.m. at Dositejeva Street in Kraljevo.

6.4. Tenderer must announce the site visit to the Employer no later then 28th February 2020 by e-mail. ([jelena.lukic@mgsi.gov.rs](mailto:jelena.lukic@mgsi.gov.rs) and [jup.kraljevo@gmail.com](mailto:jup.kraljevo@gmail.com))

# TENDER DOCUMENTS

## CONTENT OF TENDER DOCUMENTS

### The set of tender documents comprises the documents specified below, as well as all amendments published in line with clause 10:

**VOLUME 1**

SECTION 1: INSTRUCTIONS TO TENDERERS

SECTION 2: TENDER FORM

COVENANT OF INTEGRITY

APPENDIX TO TENDER

SECTION 3: TENDER GUARANTEE FORM

SECTION 4 : QUESTIONNAIRE

Additional Notice to Tenderers

General Information on the Tenderer (Form 4.1)

Organisation Chart (Form 4.2)

Power of Attorney (Form 4.3)

Financial Statement (Form 4.4)

Technical Qualifications

Tenderer's Personnel 4.5.1

Overview of the Tenderer’s Personnel (Form 4.5.1.1)

Personnel to be Employed on the Contract (Form 4.5.1.2)

Professional Experience of the Key Personnel - CVs (Form 4.5.1.3)

Equipment (Form 4.5.2)

Data on Subcontractors (Form 4.5.3)

Contractor's Experience (Form 4.5.4)

Data on Joint Ventures (Form 4.5.5)

Quality Assurance Systems (Form 4.5.6)

Statement on Fulfillement of Legal Obligations Concerning Safety at Work, Employment and Working conditions, Protection of Environment, and Prohibition of Activities (Form 4.5.7)

Additional information 4.5.8

Organization of the Building Site (Form 4.5.8.1)

Programme of Works and Engagement of Labour (Form 4.5.8.2)

Description of the Premises that the Tenderer Intends to Provide for the Employer (Form 4.5.8.3)

Other Relevant Information (Form 4.5.8.4)

**VOLUME 2**

SECTION 1: CONTRACT FORM

SECTION 2: GENERAL CONDITIONS FOR WORKS CONTRACTS

SECTION 3: PARTICULAR CONDITIONS

SECTION 4: FORMS OF SECURITIES

**VOLUME 3**

TENDERER'S DECLARATION (FINANCIAL OFFER)

SPECIFICATIONS AND BILL OF QUANTITIES

**VOLUME 4**

DESIGN DOCUMENTS: DRAWINGS AND TECHNICAL DESCRIPTIONS

### Tenderers bear sole liability for examining with appropriate care the tender documents, including design documents available for inspection and any modification to the tender documents issued during the tendering period, and for obtaining reliable information on any conditions and obligations that may affect in any way the amount or nature of the tender or the execution of the works. In the event that the tenderer is successful, no claim for altering the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.

## EXPLANATIONS CONCERNING TENDER DOCUMENTS

### Tenderers may submit questions in writing (by post or email) up to 21 (twentyone) days before the deadline for submission of tenders, specifying the publication reference and the contract title:

Ministarstvo građevinarstva, saobraćaja i infrastrukture

Nemanjina 22-26

11000 Beograd

e-mail: [jelena.lukic@mgsi.gov.rs](mailto:jelena.lukic@mgsi.gov.rs)

copy: [jup.kraljevo@gmail.com](mailto:jup.kraljevo@gmail.com)

[zoran.lakicevic@mgsi.gov.rs](mailto:zoran.lakicevic@mgsi.gov.rs)

### The Employer has no obligation to provide additional information after this date. Requesting additional information or clarification in relation to the preparation of bid by telephone is not allowed.

### The Employer must reply to all tenderers’ questions at least 11 (eleven) days before the deadline for receipt of tenders.

## MODIFICATIONS TO TENDER DOCUMENTS

### The Employer may amend the tender documents by publishing modifications up to 5 days before the deadline for submitting tenders.

### The Employer may, as necessary and in accordance with Clause 18, extend the deadline for submitting tenders to give tenderers sufficient time to take modifications into account when preparing their tenders.

### Each modification published will constitute a part of the tender documents.

# TENDER PREPARATION

## LANGUAGE OF TENDERS

### The tender and documents related to the tender must be written in the language of the procedure, which is English.

### Correspondence exchanded between the Tenderer and the Employer can be in both Serbian and English.

### If supporting documents are written in Serbian, no translation is necessary. For more details please read the Particular Contract Conditions (Volume 2, Section 3), clause 1.4 *Law and Language*.

## CONTENT AND PRESENTATION OF TENDER

### Tenders must satisfy the following conditions:

1. Tenders must comprise the documents and information in clause 12 below.
2. The tender is filled on computer, in English language, using the form given in the tender documentation
3. The tender must be signed by a person or persons empowered by power of attorney submitted in accordance with Form 4.3 in Volume 1, Section 4 of the tender dossier.
4. The relevant pages of the documents specified in clause 12 must be signed as indicated.
5. The Tenderer must provide all documents required by the tender dossier. All such documents, without exception, must comply strictly with these conditions and provisions and contain no amendments made by the tenderer. Tenders which do not comply with the requirements of the tender dossier may be rejected.
6. The tender should not contain words inserted between rows, erased words or words written over other words.

## INFORMATION/DOCUMENTS TO BE SUPPLIED BY THE TENDERER

### The Tender is composed of two parts, packed indipendantly and within one unique tender package. The first part is A. Technical Offer and the other part is B. Financial Offer.

### All tenders must comprise the following information and duly completed documents:

**A. Technical Offer**

1. All proofs, required as **mandatory eligibility requirements**, as listed in the point 3.2
2. **Tender form,** which contains Covenant of Integrity and Appendix to Tender, filled in and signed on the forms provided in Volume 1, Section 2
3. **Tender Guarantee**, issued by the Tenderer's bank, based on the form provided in Volume 1, Section 3.
4. Documentation required in the Questionnaire, Volume 1, Section 4, including all forms attached and required attachments, filled and signed:
5. General information about the tenderer (Form 4.1)
6. Organisation chart (Form 4.2)
7. Power of attorney (Form 4.3)
8. Financial statements (Form 4.4)
9. Tenderer's technical qualifications (Form 4.5)
10. Contractconditions – Volume 2, with all pages initialized by the person authorized to sign the Tender

### Documents, declarations and proofs listed in the content of the Tender should also cover all members of a joint venture/consortium and all subcontractors as specified.

**B. Financial Offer**

1. **Tenderer's Declaration,** filled with total tender price, signed and sealed;
2. **Bill of Quantities,** the Form given in Volume 3, with prices filled in blank fields, signed and sealed.

### In order to be eligible for the award of the contract, tenderers must provide evidence that they meet the selection criteria. This must be provided by tenderers, using the forms described in Clause 12.2 above and any additional form tenderers may wish to use.

### If one tenderer submits the tender, it must carry out at least 70% of the contract works using its own resources, meaning that it must have the equipment, human and financial resources necessary to execute the contract in such percentage. Remaining maximum 30% of the contract works can be carried out by the sub-contractors, that the Tenderer nominates in the offer.

### In case the tender is submitted by joint venture/consortium and if not specified otherwise, the qualification criteria apply to the joint venture / consortium as a whole. In that case, the leading partner of the joint venture / consortium should fulfil 50% of each qualification criteria, i.e. it must have the equipment, human and financial resources necessary to execute the contract in such percentage.

### The qualification criteria for each Tenderer are as follows:

1. **Economic *and financial capacity of candidate:***
2. ***Bankruptcy and liquidation***

The Tenderer had not been subject to bankruptcy or liquidation procedure, nor to previous bankruptcy procedure.

This requirement refers to all members of the joint venture/consortium and to all subcontractors.

Proof: Tenderer's statement – Form 4.4 Financial Statement: model of the text 4.4.6

1. ***Liquidity***

The Tenderer, or members of consortium must demonstrate that they did not have their bank accounts frozen for longer than 5 straight days and 15 days in total, in twelve months prior to publication of the Contract notice.

Proof: Certificate issued by the National Bank of Serbia or adequate authorized institution in the country seat of the Tenderer – Form 4.4 Financial Statement: 4.4.5

1. ***Turnover***

The Tenderer must demonstrate that it had an average annual turnover, in the past 3 years (2017, 2018 and 2019), of at least 2.600.000 EUR.

In addition, the Tenderer must demonstrate no net operating loss in last three years (2017, 2018 and 2019).

Proof: Copies of the financial statements and filled schedules, Form 4.4 Financial Statement, shedules 4.4.1-4.4.3

1. ***Technical and professional capacity of candidate:***
2. ***Tenderer’s Personnel.*** For the purpose of this Contract, the Tenderer should have at least 56 employess engaged. The structure of employees, with minimal nuber of persons for particular position is shown in the following table:

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Position | Employed by Tenderer (full-time job)  *write number of persons* | Employed by Tenderer (part time job)  *write number of persons* |
| 1 | Key staff (Engineers) | 1 | 7 |
| 2 | Administrative staff | 2 |  |
| 3 | Technical staff | 1 |  |
| 4 | Constraction workers | 15 |  |
| 5 | Construction craft workers | 15 |  |
| 6 | Machine operators | 3 |  |
| 7 | Drivers | 2 |  |
| 8 | Other skilled staff |  |  |
| 9 | Labourers and unskilled staff |  |  |
|  | **TOTAL:** |  |  |

For the Positions No. 1-7, Tenderer should prove engagement of minimum 39 persons employed on full-time basis during the entire contract period.

Proofs: Filled and signed table 4.5.1.1 Owerview of the Tenderer’s Personnel – Volume 1, Section 4., Form 4.5.1.

1. ***Key staff.*** For the purpose of this contract, the Tenderer should present a team of key staff consisting of the following:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Position | Qualification | Number of staff | Licence | Type of engagement |
| "Responsible Contractor 1"; manager of all civil and finishing works and coordinator of all other worksp; Key Staff | Bachelor of Science / Master in Civil Engineering with minimum 12 years of work experience, out of which min 5 years as project manager or site manager | 1 | 410 or 411 or 401 | Full time employment |
| Manager of civil / finishing works; Key Staff | Bachelor of Science / Master in Architecture with minimum 5 years of work experience, out of which min 2 years as project manager or site manager | 1 | 400 or 401 | Full time employment or any kind of engagement |
| "Responsible Contractor 2", Responsible manager of works on water and sewage services | Bachelor of Science / Master in Civil Engineering or Architecture with minimum 10 years of work experience, out of which min 2 years as project manager or site manager | 1 | 400 or 401 or 410 or 411 or 413 or 414 | Full time employment or any kind of engagement |
| "Responsible Contractor 3", Responsible manager of works on electric services | Bachelor of Science / Master in Electric Engineering with minimum 10 years of work experience, out of which min 3 years as project manager or site manager | 1 | 450 | Full time employment or any kind of engagement |
| "Responsible Contractor 3a", Responsible manager of works on electric services | Bachelor of Science / Master in Electric Engineering with minimum 10 years of work experience, out of which min 3 years as project manager or site manager | 1 | 453 | Full time employment or any kind of engagement |
| "Responsible Contractor 4", Responsible manager of works on mechanical services | Bachelor of Science / Master in Mechanical Engineering with minimum 10 years of work experience, out of which min 3 years as project manager or site manager | 1 | 430 | Full time employment or any kind of engagement |
| Health and Safety Officer | Passed exam for Health and Safety during construction works | 1 | Certificate | Full time employment or any kind of engagement |

All listed personnel will be engaged. Key staff team must consists of 8 (eight) different persons as shown in previous table. It is not acceptable that one person with different licences covers more than one key position.

List of the members of the team of key staff must be submitted in line with the Form 4.5.1.2 and for each of the members, the Tenderer should submit a CV (Form 4.5.1.3), copy of the licence, copy of the validity certificate for the licence, Contract according to The Labour Law of the Republic of Serbia, application for the mandatory social insurance from the Central register, or any other document that proves the grounds for engagement of the staff, in case the staff is not an employee of the tenderer. Employer reserves right to ask for additional documents if deemed necessary.

All locally engaged staff must hold valid licenses issued by relevant authorities of the Republic of Serbia valid for the duration of the contract. In the case of a foreign Tenderer or a Tenderer engaging foreign staff such Tenderer shall, in the event of being awarded contract, engage solely persons holding operation licenses that are in compliance with the regulations of the Republic of Serbia.

Tenderer is obliged to obtain all necessary labour and personnel, required by the laws and regulations of Republic of Serbia, that are necessary for the construction of the building, regardless of requirements laid down in this tender dossier.

Proofs: Filled and signed tables. Form 4.5.1.2 Key Staff; Form 4.5.1.3 Professional Experience of Key Staff (CVs with copies of licences and other required documents attached), copy of the licence, copy of the validity certificate for the licence, Contract according to The Labour Law of the Republic of Serbia, application for the mandatory social insurance from the Central register, or any other document that proves the grounds for engagement of the staff.

1. ***Equipment*.** The Tenderer must own or ensure the following equipment that it plans to use during execution of demolition and construction works and which must be ready for use at the time of submission the Tender:

|  |  |  |
| --- | --- | --- |
| Description of plant and equipment for Construction | Quantity | Ownership |
| Crane with oblique arm, lift height 30 m, load 20 tm | 1 | (Owned, leased or at subcontractor) |
| Excavator >=10t | 1 | (Owned, leased or at subcontractor |
| Loader of combined machine | 1 | (Owned, leased or at subcontractor |
| Dumper truck >=15t | 1 | (Owned, leased or at subcontractor |
| Dumper truck 5t | 1 | (Owned, leased or at subcontractor |
| Scaffolding | 3000 m2 | (Owned, leased or at subcontractor |
| Concrete Form work systems | 1600 m2 | (Owned, leased or at subcontractor |
| Description of plant and equipment for demolition | Quantity | Ownership |
| Excavartor – work length 12 m, 25t with chear, grapple and hammer | 1 | (Owned, leased or at subcontractor |
| Loader >= 17t, 210 ks, 3,5 m3 | 1 | (Owned, leased or at subcontractor |
| Loading truck>=15t | 2 | (Owned, leased or at subcontractor |
| Dumper truck>=15t | 2 | (Owned, leased or at subcontractor |
| Hydraulic or Compressor station with breaker, saw, drill | 1 | (Owned, leased or at subcontractor |

Proof: Tenderer's statement, filled and signed table. Form 4.5.2 Machinery and Equipment.

1. ***Prior* *experience*.** Over the past 5 (five) years (2015, 2016, 2017, 2018 and 2019), Tenderer has executed construction works up to full functionality on construction of the buildings of at least 5000 m2 total gross area, from which at least one building of similar nature and/or complexity with minimum 3.000 m2 of total gross area.

Each member of the joint venture / consortium and each subcontractor should have executed completed construction works in a type that it will execute on the subject building, and on a similar kind of building, of minimum 3.000 m2 gross area over the last five years

Similar in nature and/or complexity, the following buildings are to be considered: residential buildings, hotels and other buildings for short-term stay, office buildings, wholesale and retail buildings, buildings for cultural activities, museums and libraries, school buildings and scientific-research buildings, hospitals and other healthcare buildings, clerical and other religious buildings, barracks and other military, police or fire-fighter quarters. As relevant for this contract, experience in works that are not of a similar kind or complexity will not be taken in consideration, such as: buildings for traffic and communication, tanks, silos and warehouses, agricultural structures, historic or protected monuments, other buildings not classified elsewhere, traffic infrastructure, pipelines, communication and electric lines, complex industrial establishments and other hereby not mentioned structures.

The buildings built without building permit or the buildings on which there is a surplus of the total area approved in the building permit and that are in the procedure of legalisation will not be taken in consideration.

Proofs: For each building listed in the Form 4.5.4. the Tenderer is obliged to provide a certificate (Form 4.5.4.2) issued and signed by a competent body, or person authorised by the Employer-investor.

1. ***Standards*.** The Tenderer must hold the following valid certificates (scope: Construction works):

ISO 9001:2015 Quality Management Standard;

ISO 14001:2004 Environmental Management Standard.

ISO/DIS 45001:2017 Occupational Health and Safety Management standard

Considering the 3-year implementation period for the new ISO 9001:2015 certificate, ISO 9001:2008 will also be acceptable, as well as OHSAS 18001:2007.

Proofs: Statement (Form 4.5.6) and copies of certificates

### Tenders submitted by companies in partnerships forming a **joint venture/consortium** must also fulfil the following requirements:

* The tender must include all the information required in 12.3 above for each member of the joint venture/consortium and summary data for execution of works by the tenderer.
* The tender must be signed in a way that legally binds all members. **Consortium agreement** must be signed by all members of the consortium and must be submitted, in original, with the tender. If tender is to be signed by non-statutory representative of the leading member of the consortium, power of attorney is to be provided (See Form 4.3 and Tender form).
* **Consortium agreement** must stipulate the following: information on the member that is a leading partner and who will submit the tender, sign the contract and represent the consortium in front of the Employer; scope of work that will be executed by each member, with the percentage of total works assigned to each member of consortium; name of the bank and the bank account of the member of the consortium who will receive the payments; and a provision on unlimited joint liability of all members of the consortium for execution of this contract.
* All members of the joint venture/consortium are bound to remain in the joint venture/consortium for the whole execution period of the contract. Proof: declaration, filled and signed in the Form 4.5.5. Data on Joint Venture / Consortium.

## TENDER PRICES

### The currency of the tender is the EUR. The price is presented without VAT.

### The tender price must cover all the works as described in the tender documents. All sums in the Bill of Quantities must also be expressed in this currency.

### The Tenderer must fill in all the items in the Bill of Quantities. No payment will be made for items without price; such items will be deemed to be covered by other items on the Bill of Quantities.

### If the Tenderer offers a discount, it must be clearly specified in the Bill of Quantities in the Volume 3 and indicated in the Tender Form (Financial Offer) in the Volume 3. The discount must relate to all works.

### If the Tenderer offers a discount, the discount must be included on each interim payment certificate and calculated on the same basis as in the tender.

## PERIOD OF VALIDITY OF TENDERS

### Tenders must remain valid for a period of 18 (eighteen) months after the deadline for submitting tenders indicated in the contract notice, the invitation to tender or as amended in accordance with Clauses 9 and/or 18.

### In exceptional circumstances, the Employer may, before the validity period expires, request the Tenderers to extend validity of tenders for a certain period, which cannot exceed 40 (forty) days. Such requests and the responses to them shall be made in writing. The Tenderer may refuse to comply with such a request, which makes the tender invalid and in that case, the Employer does not have the right to forfeit the Tender Guarantee. If the Tenderer decides to accept the request, it cannot amend the tender and it is bound to extend the validity of the Tender Guarantee for the revised period.

### The tender of the selected Tenderer should be valid for another 90 (ninety) days. This period is added to the validity period, irrespective of the date of notification.

## TENDER GUARANTEE

### The tenderer must provide, as a part of its tender, a Tender Guarantee in the form set out in Volume 1, Section 3 of the tender dossier. The Tender Guarantee must be for an amount of 26.000 EUR. The original guarantee must be included in the original tender.

### Any tender not followed by an acceptable Tender Guarantee shall be rejected by the Employer as non-compliant. The Tender Guarantee of unsuccessful tenderer will be returned within expiration of the tender validity period.

### The Tender Guarantee must be submitted in the form of bank guarantee, issued in the currency of the procedure. The resident tenderers must submit guaranties of the local banks.

### For the non-resident tenderers, guaranties of foreign banks with at least BBB+ (Baa1) rating will be accepted. If foreign bank has a lower rating than required, non-resident tenderers is obliged to obtain counter-guarantee of local bank acceptable to the Employer.

### Guarantee of the foreign bank acceptable to the Employer is to be submitted by non-resident tenderer, through the correspondent bank in Republic of Serbia.

### Employer reserves the right, in case of change in the banks rating during the execution of this contract, to request the substitution of the guarantee or counter-guarantee of the acceptable bank.

### The tender guarantee must remain valid for a minimum 180 (one hundred eighty) days after the deadline for submitting tenders indicated in the contract notice, including any extensions, and be issued to the Employer for the requisite amount.

### The Tender Guarantee may be forfeited (activated for payment to the Employer):

• If the Tenderer withdraws its tender during the period of tender validity, or

• In the case of a successful Tenderer, if the Tenderer: (i) fails to sign the Agreement pursuant in compliance with the Conditions of Contract, (ii) fails to furnish the required Performance Guarantee in compliance with the Conditions of Contract, or

• fails or refuses to accept the correction of errors pursuant to clause 25.

### The Tender Guarantees of unsuccessful Tenderers will be returned together with the letter informing the Tenderer that he was unsuccessful. The Tender Guarantee of the successful tenderer must be released when the Tenderer has signed the contract and provided the required Performance Guarantee.

## VARIANT SOLUTIONS

Variant solutions will not be taken into consideration.

# SUBMISSION OF TENDERS

## SEALING, MARKING AND SUBMITTING TENDERS

### The signed and sealed Technical Offer with all pages initialled and numerated by hand, with content listed in the article 12.1 must be submitted in one original, sealed and clearly marked ‘ORIGINAL’ and 3 (three) copies, clearly marked ‘COPY’. In the event of any discrepancy between the original and the copies, the original will prevail.

### The original and all the copies of the Technical offer should be packed in one sealed envelope, which should bear:

TECHNICAL OFFER / TEHNIČKA PONUDA

Ministarstvo građevinarstva, saobraćaja i infrastrukture

ZA JAVNU NABAVKU

VIII sprat, kancelarija br 35,

Nemanjina 22-26

11000 Beograd

*Name of the Tenderer;*

*The reference code of this tender procedure:* Ref. No 404-02-206/2/2019-02;

*Notes:*

NOT TO BE OPENED BEFORE THE PUBLIC TENDER OPENING SESSION!

NE OTVARATI PRE JAVNOG OTVARANJA PONUDA!

### The signed and sealed FINANCIAL OFFER, with all pages initialled must be submitted in one original, packed in an envelope, that should bear:

FINANCIAL OFFER / FINANSIJSKA PONUDA

Ministarstvo građevinarstva, saobraćaja i infrastrukture

ZA JAVNU NABAVKU

VIII sprat, kancelarija br 35,

Nemanjina 22-26

11000 Beograd

*Name of the Tenderer;*

*The reference code of this tender procedure,* Ref. No 404-02-206/2/2019-02;

Notes:

NOT TO BE OPENED WITH THE TECHNICAL PROPOSAL!

NE OTVARATI SA TEHNIČKOM PONUDOM!

### In addition, the Tenderers are obliged to submit the Volume 3 (Bill of Quantities with prices) in the electronic form, in excel format (CD), packed together with the original Financial Offer.

### The sealed envelopes with Technical and Financial offers are packed in one outer envelope, that should bear only:

Ministarstvo građevinarstva, saobraćaja i infrastrukture

ZA JAVNU NABAVKU

VIII sprat, kancelarija br 35,

Nemanjina 22-26

11000 Beograd

*Name of the Tenderer*;

*The reference code of this tender procedure:* Ref. No 404-02-206/2/2019-02;

*Notes:*

NOT TO BE OPENED BEFORE THE PUBLIC TENDER OPENING SESSION!

NE OTVARATI PRE JAVNOG OTVARANJA PONUDA!

### The Employer will assume no responsibility for damages or premature opening of the tenders received by mail, or that happened if all envelopes are not sealed and marked as required. Each enveloper/package should be closed in such a way so that one can be assured while opening the bid that it is the first time it is being opened.

### The tenders are submitted to the following address:

Ministarstvo građevinarstva, saobraćaja i infrastrukture

FOR PUBLIC PROCUREMENT / ZA JAVNU NABAVKU

VIII floor, office No 35

Nemanjina 22-26

11000 Beograd

### All tenders must be received by the Employer before 31st March 2020 by 10:00, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by Employer.

### The tenders and documents provided as attachment to the tender, excluding the means of security, will not be returned, except in cases of late submission of tenders or withdrawal by the Tenderer, within the term for tender submission.

## EXTENSION OF THE DEADLINE FOR SUBMITTING TENDERS

The Employer may on its own discretion, extend the deadline for submitting tenders by issuing an amendment in accordance with Clause 9. In such cases, all rights and obligations of the Employer and the tenderer regarding the original date specified in the contract notice will be subject to the new date.

## LATE TENDERS

### All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Employer. The 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.

## ALTERING AND WITHDRAWING TENDERS

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

### Any notification of alteration or withdrawal must be prepared and submitted in accordance with Clause 17, and the envelope must be marked ‘alteration’ or ‘withdrawal’, as appropriate. The Tenderer should clearly notify which part of the tender is being changed, and which are the documents that he submits afterward.

### If by an alteration / or complementation of the tender the Tenderer gives discount to the offered price, e.g. offers a new price, the subject discount should be indicated in the change / extension of the tender and should be calculated in the final tender price, as a total price with discount (without VAT). Only the price presented in such a way will be subject to tender evaluation. In case of amendment of price, when there is no indication to which part of the Bill of Quantities it is referred, it will be considered that all the unit prices in the BoQ are changed in the same percentage (ratio between the total offered price before and after the change.

### Withdrawal of a tender in the period between the deadline for submission and the date of expiry of the validity of the tender will result in forfeiture of the tender guarantee.

# OPENING AND EVALUATING TENDERS

## OPENING TECHNICAL OFFERS

### The purpose of opening and examining Technical Offers is to check whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents are included and whether the tenders are generally in order.

### Tenders will be opened in public session on 31st March 2020 at 12:00 in the Government of Serbia, Nemanjina 22-26, Belgrade in the meeting room No 35 on the VIII floor, by the Procurement Committee, appointed for that purpose. The Procurement Committee will draw up minutes on the opening of the tenders that will be distributed to all the tenderers.

### The Tenderer or his representative may attend the opening session. Representatives of the tenderers should submit the written power of attorney for participation to the tender opening session, issued on the paper with company's letterhead, signed by the authorized person and sealed with the stamp, as well as to show an identification document to the Procurement Committee.

### At the tender opening session, the Procurement Committee reads out (a) the name and the country of the Tenderer or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (b) the presence or absence of a duly sealed envelope with the Financial Proposal; (c) written notifications of alteration and withdrawal, (d) existence of the tender guarantee and other other information that the Procurement Committee may consider relevant and need to be publicly red out.

### Envelopes marked ‘’WITHDRAWAL’’ are first to be opened and read. Tenders, to which an acceptable explanation on withdrawal in line with clause 20 is attached, will not be opened and those tenders are to be returned to the tenderers.

### After the public opening of the Technical Offers, no information relating to the examination, clarification, evaluation or comparison of tenders or recommendations concerning the award of contract can be disclosed until after the contract has been awarded.

### Any attempt by a tenderer to influence the Procurement 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 Employer in its decision concerning the award of the contract will result in the immediate rejection of its tender.

## EVALUATING TECHNICAL OFFERS

### The purpose of evaluation of Technical Offers is to check whether the tenders contain all the requested documents, whether all the data on the tenderers respond to the required qualification criteria from the Article 12.4 of the Instruction to Tenderers and that data is supported by valid proofs.

### The evaluators of the Technical Offers (members of the Procurement Committee) will not have access to the Financial Offers before completion of the evaluation of the Technical Offers, before the Bank issues "no objection" on the minutes on evaluation of the Technical Tenders and until the Financial Offers are publicly opened.

### Examination of the technical compliance of tenders

The aim at this stage is to check that tenders comply with the 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.

Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

The Procurement Committee will check that each Technical Offer:

* has been properly signed and sealed;
* includes a correct Tender Guarantee;
* meets the requirements of administrative compliance;
* meets the minimum requirements of qualification criteria
* has complete documentation and all the necessary information;

If a tender does not meet the requirements of administrative compliance, it may be rejected by the Procurement Committee when checking admissibility.

### The Employer reserves the right to ask a tenderer to clarify any part of its tender that the evaluation committee considers necessary to evaluate it. Such requests and the responses to them must be made in writing. The Employer reserves the right to check all information submitted by the Tenderer, if deems needed.

### Evidence of financial, economic, technical and professional capacity according to the qualification criteria specified in subsection 12.2 above will be requested unless satisfactory documents are already included in the tender.

### If the successful Tenderer fails to provide documented proof within 7 calendar days following notification or if it is found that it has provided false information, its Technical Offer will be rejected as non-compliant.

### After completing evaluation of the Technical Offers the Procurement Committee prepares the minutes that shall be submitted to the Bank for "no objection".

## OPENING FINANCIAL OFFERS

### After the technical evaluation is completed and the Bank has issued its "no objection", the Employer shall notify those Tenderers whose Technical Offers were considered non-responsive to the minimum qualifying requirements that their Financial Offers are rejected and invite them to take the offers back unopened after completing the selection process and Contract signing. The Employer shall simultaneously notify in writing those Tenderers whose offers are evaluated as technically compliant, and inform them 7 days in advance of the date, time and location of the opening of the Financial Offers. The Tenderer’s attendance at the opening of the Financial Proposals is optional and it is at the Tenderer’s choice to decide whether he will be present in person or through its representative.

### The Financial Offers shall be opened by the Procurement Committee in presence of the representatives of those Tenderers whose offers have passed all the conditions of technical compliance. At the opening, the names of all the invited Tenderers shall be read aloud. The Financial Offers will be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded in the minutes. Copies of the minutes shall be given to all the present Tenderers and sent by electronic mail to all other Tenderers which submitted Tenders and to the Bank.

## EVALUATING FINANCIAL OFFERS

### The purpose of evaluation of the Financial Offers is to check the correctness of the document Tenderer's Declaration and whether the offers contain all unit prices in the Bills of Quantities and to check all calculations.

### Procurement Committee checks that the financial offers contain no arithmetical errors.

### When analysing the tender, the Procurement Committee will calculate the final tender price after adjusting it on the basis of Clause 25.

### After completing evaluation of Financial Offers and selecting the most advantageous Tender, the Procurement Committee prepares minutes that shall be sent to the Bank for "no objection".

## CORRECTING ERRORS

### Possible errors in the Financial Offer will be corrected by the Procurement Committee as follows:

* where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
* 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 will prevail.
* For the items without unit price, it is deemed that their cost is covered by other items in the Bill of Quantities.

### The amount stated in the tender will be adjusted by the Procurement Committee in the event of error, and the tenderer will be bound by that adjusted amount. If the tenderer does not accept the adjustment, its tender will be rejected and its Tender Guarantee forfeited.

# CONTRACT AWARD

## AWARD CRITERIA

The most economically advantageous tender is the technically compliant tender with the lowest price.

In case of two or more tenders offering same price, the advantage is given to the Tenderer offering shorter period for completion of construction.

## NOTIFICATIONS OF AWARD, CONTRACT CLARIFICATIONS

### After completing financial evaluation and the Bank issues "no objection" on the minutes and the selection of the most advantageous tender, the Employer will, prior to the expiry of the validity period of tenders, notify the successful Tenderer, in writing, that its tender has been selected and draw its attention to any arithmetical errors corrected during the evaluation process. This notification may take the form of an invitation to clarify certain contractual questions raised therein, to which the Tenderer should be ready to reply. This clarification will be limited to the issues that have no direct relation to the selection of the successful tender.

### At the same time, the Procurement Commitee will inform all the other Tenderers on the decision of award of the Contract to the selected Tenderer. From that moment, starts the standstill period of 10 days. In that period, the Tenderers that believe that have been harmed by an error or irregularity during the award process may file a complaint with the Committee. The Employer shall immediately inform the Bank on the complaint and shall answer within 15 days from the receipt of the complaint.

### The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

### The Contract shall be signed after the standstill period, and in case of complaint, after receiving the "no objection" of the Bank to the Committee's answer to the complaint, according to the procedure in Clause 27.2.

### After the contract has been signed and the successful Tenderer has provided the Performance Guarantee, in accordance with Clause 28, the Employer will notify the other tenderers in 5 (five) days that their tenders have not been successful and release their Tender Guarantees.

### By submitting a tender, each tenderer accepts to receive information on the outcome of the procedure by internet. Such notification shall be deemed received on the date on which the Employer has sent to the electronic address indicated in the tender.

## CONTRACT SIGNING AND PERFORMANCE GUARANTEE

### The selected Tenderer should sign the contract within 7 days from the reception of the invitation. The contract will enter into force after reception of the Performance Guarantee. The Performance Guarantee should be submitted within 28 (twentyeight) days from the day of receipt of the contract countersigned by the Employer.

### If the selected Tenderer fails to sign the contract or fails to submit Performance Guarantee within the deadline stated in the sub-clause above, the Employer may consider cancelling the decision of Contract Award and forfeiting the Tender Guarantee. In that case, Employer may decide to award the contract to the second best tenderer or to cancel the tender procedure.

### The Performance Guarantee referred to in the General Conditions is set at 10 %of the amount of the contract and must be issued in the form specified in the Volume 2, Section 4. Performance Guarantee must be submitted in the form of bank guarantee, issued in the currency of the procedure. The Performance Guarantee must remain valid for at least 45 (fortyfive) days beyond the expiry of Defects Notification Period.

### The Advance Payment Guarantee referred to in the General Conditions is set at 15 %of the amount of the contract and must be issued in the form specified in the Volume 2, Section 4. of the Tender. The Advance Payment Guarantee must remain valid for at least 28 (twentyeight) days beyond the contracted completion date. The Advance Payment Guarantee must be submitted within 28 (twentyeight) days from the date of receipt of the Contract signed by the Employer, and the advance payment shall be effected within 45 (fortyfive) days from receipt of the Advance Payment Guarantee. The guarantee must be issued in the currency of the tender.

### The resident Tenderers submit guaranties of the local banks.

### For the non-resident Tenderers, guaranties of foreign banks with at least BBB+ (Baa1) rating will be accepted. If foreign bank has a lower rating than required, non-resident tenderers is obliged to obtain a counter-guarantee of a local bank, acceptable to the Employer.

### In case the non-resident Tenderer submits a guarantee of the foreign bank acceptable to the Employer, the guarantee should be issued through a correspondent bank in Republic of Serbia.

### The Employer reserves the right, in case of change in the banks rating during the execution of this contract, to request substitution of the guarantee or counter-guarantee of the acceptable bank.

## CANCELLATION OF THE TENDER PROCEDURE

### In the event of cancellation of a tender procedure, the tenderers will be notified by the Employer. If the tender procedure is cancelled before the tender opening session, the sealed envelopes will be returned, unopened, to the tenderers.

### Cancellation may occur, for example, where:

* the tender procedure has been unsuccessful, namely where no quality 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 been fundamentally altered;
* exceptional circumstances or force majeure render normal execution 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 Employer 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 Employer has been informed of the possibility of damage. Publication of a contract notice does not commit the Employer to implement the programme or project announced.

## ETHICS CLAUSES

### Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the Committee or the Employer during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its candidacy or tender and may result in administrative penalties.

### Without the Employer’s prior written authorisation, the 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 also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.

### When putting forward a candidacy or tender, the candidate or tenderer must declare that it is not affected by any conflict of interest, and that it has 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 Employer.

### The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. It must refrain from making public statements about the project or services without the Employer’s prior approval. It may not commit the Employer in any way without its prior written consent.

### For the duration of the contract, the Contractor and its staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.

### The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Employer.

### The Contractor and its staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.

### The contract governs the Parties’ use of all reports and documents drawn up, received or presented by them during execution of the contract.

### The Contractor must refrain from any relationship likely to compromise its independence or that of its staff. If the Contractor ceases to be independent, the Employer may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.

### The Council of Europe Development Bank 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 Employer 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 Employer.

### All tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. 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 every appearance of being a front company.

### The Contractor undertakes to supply the Council of Europe Development Bank on request with all supporting documents relating to the conditions of the contract’s execution. The Council of Europe Development Bank may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

### The Employer reserves the right to suspend or cancel the procedure, where 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 Employer may refrain from concluding the Contract.

\* \* \*

VOLUME 1

SECTION 2:

**TECHNICAL OFFER**

**TENDER FORM**

**COVENANT OF INTEGRITY**

**APPENDIX TO TENDER**

**TENDER FORM**

**Publication reference:** 404-02-206/2/2019-02 of 7 February 2020

**Name of contract:** Construction of a building with 86 apartments and demolition of 7 damaged housing buildings related to the Post-earthquake Housing Reconstruction Project, Phase 2 in Kraljevo, Serbia

**Co-Employer 1:** Ministry for construction, transportation and infrastructure, Nemanjina street 22-26, Belgrade

**Co-Employer 2:** City of Kraljevo, City administration, Jovana Sarica square 1, 36000 Kraljevo

**One signed** form and three copies should be supplied. The form must include a signed declaration using the annexed format. **All data included in this form must concern only the legal entity or entities making the application.** The attachments to this submission form (i.e. declarations, statements, proofs) must be in original or copy. If copies are submitted, the originals must be dispatched to the Employer upon request. For economic 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.

Any additional documentation (brochure, letter, etc) sent with the form will not be taken into consideration.Applications being submitted by a **JV/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.

**SUBMITTED BY**

|  |  |  |
| --- | --- | --- |
|  | **Name(s) of tenderer(s)** | **Nationality[[1]](#footnote-1)** |
| **Leader** |  |  |
| **Member 2[[2]](#footnote-2)** |  |  |
| **Etc. …** |  |  |

**CONTACT PERSON (for this tender)**

|  |  |
| --- | --- |
| **Name** |  |
| **Address** |  |
| **Telephone** |  |
| **Fax** |  |
| **E-mail** |  |

COVENANT OF INTEGRITY

“We declare and covenant that neither we nor anyone, including any of our directors, employees or agents, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Practice (as defined below) in connection with the tendering process or in the execution or supply of any works, supplies or services for [specify the contract or tender invitation] (the “Contract”) and covenant to so inform you if any instance of any such Prohibited Practice shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

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

If (i) we have been, or any such director, employee or agent acting as aforesaid has been, convicted in any court of any offence involving a Prohibited Practice in connection with any tendering process or provision of works, supplies or services during the five years immediately preceding the date of this Covenant, or (ii) any such director, employee or agent has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Practice, or (iii) we have been, or any of our directors, employees, agents, where these exist, acting as aforesaid has been excluded by any of the EU Institutions or any major Multilateral Development Bank (including Council of Europe Development Bank (CEB), World Bank Group, African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, or Inter-American Development Bank) from participation in a tendering procedure on the grounds of a Prohibited Practice, we give details of that conviction, dismissal, resignation or exclusion below, together with details of the measures that we have taken, or shall take, to ensure that neither this company nor any of our directors, employees or agents commits any Prohibited Practice in connection with the Contract [give details if necessary].

In the event that we are awarded the Contract, the Council of Europe Development Bank (CEB) and auditors appointed by either of them, shall have the right of inspection of our records. We accept to preserve these records generally in accordance with applicable law but in any case for at least five years from the date of substantial performance of the Contract.”

For the purpose of this Covenant,

“Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

“Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

“Collusive Practice” means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

“Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

“Prohibited Practice” means an act that is a Corrupt Practice, a Fraudulent Practice, a Collusive Practice or a Coercive Practice.

Yours faithfully,

<Signature of authorised representative>

<Name and position of authorised representative>

Date: xxAPPENDIX TO TENDER FOR A CONTRACT FOR CONSTRUCTION

Publication reference: 404-02-206/2/2019-02

**Title of contract:**

**POST-EARTHQUAKE HOUSING REGENERATION IN KRALJEVO PROJECT, Construction of a building with 86 apartments and demolition of 7 damaged housing buildings, Phase 2 in Kraljevo, Serbia**

*Note: with the exception of the items for which the Contracting Authority’s/Contracting Authority’s requirements have been inserted, the following information must be completed*

**\*) clauses refer to “Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer”, International Federation of Consulting Engineers, First edition: FIDIC 1999, published by Fédération Internationale des Ingénieurs-Conseils (FIDIC).**

|  |  |  |
| --- | --- | --- |
| **Description** | **Clause No \*)** | **Item** |
| Name and address of the Employer: | 1.1.2.2 & 1.3 | 1) Financier: Republic of Serbia  Ministry for Construction, Transportation and Infrastructure  Nemanjina 22-26  11000 Beograd  Serbia  2) Investor: City of Kraljevo  City Authority  Trg Jovana Sarića 1  36000 Kraljevo  Serbia |
| Contractor’s name, address and e-mail address: | 1.1.2.3 & 1.3 | **[**Tenderer to fill**]** |
| Engineer’s name, address and e-mail address: | 1.1.2.4 & 1.3 | Project Management Unit  Cara Lazara 74/4  36000 Kraljevo |
| Time for Completion of the Works | 1.1.3.3 | 20 calendar months from Commencement Date to Notice of Completion |
| Defects Notification Period | 1.1.3.7 | 365 days (1 year) |
| Electronic transmission systems | 1.3 | email with confirmed receipt |
| Governing Law | 1.4 | Serbian laws except for the Public Procurement Law. |
| Ruling language | 1.4 | English  The ruling language for Technical specification, Drawing and BoQ shall be Serbian, followed by English translation. |
| Language for Communications | 1.4 | Serbian and English |
| Time for access to the Site | 2.1 | 7 days from the Engineer’s submission of the Notice of Commencement Date |
| Amount of Performance Security | 4.2 | 10% of the Accepted Contract Amount |
| Duration of Performance Security | 4.2 | 45 (fortyfive) days from issuing of Performance Certificate at the end of Defects Notification Period |
| Subcontractors | 4.4 | Works to be subcontracted shall not exceed 30% of the Contract Price without VAT |
| Normal working hours | 6.5 | 8h – 18h, all calendar days |
| Delay Damages for the Works | 8.7 & 14.15(b) | 0,1 % of the final Contract Price per day |
| Maximum amount of Delay Damages | 8.7 | 10% of the final Contract Price |
| Total advance payment | 14.2 | 15% of the Accepted Contract Amount. Advance will be paid in one installment. |
| Currencies and proportions | 14.2 | 100% in RSD calculated in accordance with the middle exchange rate of National Bank of Serbia on the date of payment |
| Start repayment of advance payment | 14.2(a) | From first interim payment certificate |
| Repayment amortisation of advance payment | 14.2(b) | Amortisation of advance payment realised through interim payments minimum 15% of interim payment |
| Percentage of retention | 14.3 | 10% of the Interim Payment Certificates |
| Limit of Retention Money | 14.3(c) | 10% of contract price |
| Minimum amount of Interim Payment Certificates | 14.6 | 10% of Accepted Contract Amount |
| Deadline for payment of amount as per Interim and Final Payment Certificates | 14.7 | Undisputable works that are part of the Interim Payment Certificate – 63 days from the date of receipt of the Contractor’s payment certificate by the Engineer  Final Payment Certificate – 63 days from the date of receipt of the Final Payment Certificate by the Engineer |
| Amount of Retention Money Guarantee | 14.9 | 5% of the Contract Amount |
| Currency/currencies of payment | 14.15 | Payments to Contractor will be made in RSD calculated in accordance with middle exchange rate of National Bank of Serbia on the date of payment |
| Periods for submission of insurance:  (a) evidence of insurance  (b) relevant policies | 18.1  18.1 | 7 days from the Commencement Date  21 days from the Commencement Date |
| Minimum amount of third party insurance | 18.3 | 5% of the Contract value per insured occurrence with the number of insured occurrences unlimited |
| The DAB shall be | 20.2 | one member agreed by both parties Employer and Contractor |
| Date by which the DAB shall be appointed | 20.2 | 14 days after the Commencement Date |
| The DAB (if not agreed) | 20.3 | Investor provides Member after the Public Procurement Procedure |
| Arbitrary Institution | 20.6 | The sitting court (arbitrary) at Chamber of Commerce of Serbia in Belgrade |

*Signature and stamp*

*Insert name and title of the authorised person*

Date: XX

**VOLUME 1**

**SECTION 3:**

TENDER GUARANTEE FORM

*(Note: The Bank shall use this template of bank guarantee in accordance with the instructions provided below.The text in the brackets should be erased and replaced with the data required)*

[bank letterhead]

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

Invitation for Bids No 404-02-206/2/2019-02

**Guarantor:** [Bank name, address of branch office or office issuing the guarantee]

**Beneficiary:** Ministry for construction, transportation and infrastructure, Nemanjina street 22-26, Belgrade, TIN 108510088, RN 17855212

**TENDER GUARANTEE no: XX**

We have been informed *that [Tenderer’s name] (hereinafter referred to as: the Principal), has submitted their offer no. [offer number] dated [tender date] (hereinafter* referred to as: Offer) for execution of the contract for Construction of a building with 86 apartments and demolition of 7 damaged housing buildings, Phase 2 in Kraljevo, Serbia, of the Post-earthquake Housing Regeneration Project, responding to your Public Call no 404-02-206/2/2019-02.

Furthermore we understand that, according to your conditions, the Offer must be supported by a Tender Guarantee.

At the request of the Principal, we [Bank’s name] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of 26.000 EUR (thirty thousand euros) upon receipt by us of the Beneficiary’s first demand in writing and their written statement stating that the Principal is in breach of their obligation(s) under the contest, without contesting it or asking Beneficiary to provide reasoning, proof or grounds for its demand or amount stated in it.

This Guarantee shall expire on [day, month,year][[3]](#footnote-3) and therefore, any claim for payment under this Guarantee must be received by us at the office on or before that date.

We hereby agree with one-stop extension of this Guarantee for the period not longer than six months as a response to the written request of the Beneficiary for the extension, provided such request has been submitted before the expiry of the Guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, International Chamber of Commerce, Uniform Rules for Demand Guarantees (URDG 758).

*[signature(s) and stamp]*

VOLUME 1

SECTION 4

QUESTIONNAIRE

ADDITIONAL NOTICE TO TENDERERS

FORM 4.1 GENERAL INFORMATION ABOUT THE TENDERER

FORM 4.2 ORGANISATION CHART

FORM 4.3 POWER OF ATTORNEY

FORM 4.4 FINANCIAL STATEMENT

FORM 4.5 PROFESSIONAL AND TECHNICAL QUALIFICATIONS

4.5.1 TENDERER'S PERSONELL

4.5.1.1 OVERVIEW OF THE TENDERER'S PERSONNEL

4.5.1.2 KEY PERSONNEL TO BE EMPLOYED ON THE CONTRACT

4.5.1.3 PROFESSIONAL EXPERIENCE OF KEY TECHNICAL PERSONNEL - CVs

4.5.2 EQUIPMENT

4.5.3 INFORMATION ON SUBCONTRACTORS

4.5.4 CONTRACTOR'S EXPERIENCE

4.5.4.1 LIST OF CONTRACTS OF SIMILAR NATURE AND COMLEXITY IN LAST 5 YEARS

4.5.4.2 CERTIFICATES FROM THE EMPLOYERS

4.5.5 INFORMATION ON JOINT VENTURES / CONSORTIUM

4.5.6 QUALITY ASSURANCE SYSTEMS

4.5.7 STATEMENT ON fulfilMENT OF obligations under applicable legislation concerning safety at work, employment and working conditions, protection of environment, and prohibition of activities

4.5.8 ADDITIONAL INFORMATION

4.5.8.1 ORGANISATION OF THE BUILDING SITE

4.5.8.2 PROGRAMME OF WORKS AND ENGAGEMENT OF LABOUR

4.5.8.3 DESCRIPTION OF PREMISES THAT THE TENDERER INTENDS TO PROVIDE TO THE EMPLOYER DURING CONSTRUCTION

4.5.8.4 OTHER RELEVANT INFORMATION

**VOLUME 1**

**SECTION 4:**

ADDITIONAL NOTICE TO TENDERERS

* All questions contained in the forms must be answered by the Tenderer.
* Additional sheets may be attached as necessary.
* If a question does not apply to the Tenderer, "not applicable" should be entered alongside with a brief explanation of why.
* Every single page of each form must be numbered consecutively in the bottom right‑hand corner in format **page number from total number of pages e.g *2 of 245*.**
* Financial data and declarations presented by the tenderer must be given in euro or national currency. Original bank statements may be also attached.
* If the requested supporting documents/certificates are not written in the language of the procedure, translation into language of the procedure must be attached, in order to facilitate the evaluation of the documents.
* Where is stated, each member of a joint venture/consortium must submit every form.
* Firms applying as a joint venture/consortium must also complete Form 4.5.5 concern joint ventures/consortia.
* The person signing this questionnaire guarantees the truthfulness and accuracy of all the statements made.
* The accuracy of the answers to the questionnaire, their completeness and the attached documentation will be taken into account in the tender evaluation. The attention of Tenderers is also drawn to the fact that the absence of some data may cause inability to evaluate.

**VOLUME 1**

SECTION 4:

FORM 4.1

GENERAL INFORMATION ABOUT THE TENDERER

Name of company

Registered address

Telephone

Fax

E-mail

Type of company (natural person, partnership, corporation, etc.)

Description of company (e.g. general civil engineering contractor)

Company's nationality

Number of years of experience as contractor  
- in own country   
- internationally

Registration details (Please attach copy of the registration certificate)

Name(s) and address(es) of companies involved in the project and whether parent/subsidiary/subcontractor/other:

If the company is a subsidiary, what involvement, if any, will the parent company have in the project?

*Signature and stamp*

*Insert name and title of the authorised person*

Date: XX

(*Note: In case of JV/consortium form must be submitted by all members of JV/consortium)*

**VOLUME 1**

**SECTION 4**

**FORM 4.2**

ORGANISATION CHART

*Please give details here below of the organisation chart of your company, showing the position of directors, key personnel and functions.*

*Note: In case of JV/consortium this form must be submitted by all members of JV/consortium.*

*Signature and stamp*

*Insert name and title of the authorised person*

Date: XX

**VOLUME 1**

**SECTION 4 :**

**FORM 4.3**

POWER OF ATTORNEY

*Enclose here the Power of Attorney empowering the signatory of the tender and all related documentation.*

*Signature and stamp*

*Insert name and title of the authorised person*

Date: XX

**VOLUME 1**

**SECTION 4**

**FORM 4.4**

FINANCIAL STATEMENT

Please provide all of the information required by this form in national currency (RSD) for resident companies and for non-resident companies in the currency of the country of origin.

4.4.1 Basic capital

|  |  |
| --- | --- |
| Amount | EUR or RSD |
| Currency | EUR or RSD |
| Authorised | EUR or RSD |
| Issued | EUR or RSD |

4.4.2 Annual value of construction work undertaken for each of the last three years,

|  |  |  |  |
| --- | --- | --- | --- |
| RSD | 2017 | 2018 | 2019 |
| At home |  |  |  |
| Abroad |  |  |  |
| Total |  |  |  |

4.4.3 We attach copies of the company's previous 3 years certified statements of account from which the following basic data will be abstracted; and provide the same information projected forward for the next two years:

|  |  |  |  |
| --- | --- | --- | --- |
| RSD | 2017 | 2018 | 2019 |
| 1. Total assets |  |  |  |
| 2. Total liabilities |  |  |  |
| *Net Value (1 minus 2* |  |  |  |
| 3. Liquid assets |  |  |  |
| 4. Short-term debts |  |  |  |
| *Working capital (3 minus 4)* |  |  |  |
| 5. Pre-tax profits |  |  |  |
| 6. Losses |  |  |  |
| 7. Income |  |  |  |

4.4.4 Name and address of banks (principal/others):

Please find enclosed:

4.4.5 Certificate issued by the National Bank of Serbia, or other competent institution of the country of tenderer, about the number of illiquidity days;

4.4.6 Statement from the tenderer that no bankruptcy or liquidation procedure or previous bankruptcy procedure has been initiated against the tenderer.

*Note: In case of JV/consortium the complete form 4.4. must be submitted by all members of JV/consortium.*

*Signature and stamp*

*Insert name and title of the authorised person*

Date: XX

**VOLUME 1**

**SECTION 4**

**PROFESSIONAL AND TECHNICAL QUALIFICATIONS**

**FORMS 4.5.1 - 4.5.8**

4.5.1 TENDERER'S PERSONELL

4.5.1.1 OVERVIEW OF THE TENDERER'S PERSONNEL

4.5.1.2 KEY PERSONNEL TO BE EMPLOYED ON THE CONTRACT

4.5.1.3 PROFESSIONAL EXPERIENCE OF KEY TECHNICAL PERSONNEL - CVs

4.5.2 EQUIPMENT

4.5.3 INFORMATION ON SUBCONTRACTORS

4.5.4 CONTRACTOR'S EXPERIENCE

4.5.4.1 LIST OF CONTRACTS OF SIMILAR NATURE AND COMLEXITY IN LAST 5 YEARS

4.5.4.2 CERTIFICATES FROM THE EMPLOYERS

4.5.5 INFORMATION ON JOINT VENTURES / CONSORTIUM

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4.5.7 STATEMENT ON fulfilMENT OF obligations under applicable legislation concerning safety at work, employment and working conditions, protection of environment, and prohibition of activities

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4.5.8.1 ORGANISATION OF THE BUILDING SITE

4.5.8.2 PROGRAMME OF WORKS AND ENGAGEMENT OF LABOUR

4.5.8.3 DESCRIPTION OF PREMISES THAT THE TENDERER INTENDS TO PROVIDE TO THE EMPLOYER DURING CONSTRUCTION

4.5.8.4 OTHER RELEVANT INFORMATION **VOLUME 1**

**SECTION 4.**

**FORM 4.5.1**

TENDERER'S PERSONNEL

**4.5.1.1 OVERVIEW OF THE TENDERER'S PERSONNEL**

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Position | Employed by Tenderer (full-time job)  *write number of persons* | Employed by Tenderer (part time job)  *write number of persons* |
| 1 | Key staff (Engineers) |  |  |
| 2 | Administrative staff |  |  |
| 3 | Technical staff |  |  |
| 4 | Constraction workers |  |  |
| 5 | Construction craft workers |  |  |
| 6 | Machine operators |  |  |
| 7 | Drivers |  |  |
| 8 | Other skilled staff |  |  |
| 9 | Labourers and unskilled staff |  |  |
|  | **TOTAL:** |  |  |

*Signature and stamp*

*Insert name and title of the authorised person*

Date: XX

*Note: this list refers to all the employees of the Tenderer, or in case of consortium / joint venture, only to the staff of the leading partner, on the state in the time of tender preparation.* **VOLUME 1**

**SECTION 4**

**FORM 4.5.1**

TENDERER'S PERSONNEL

**4.5.1.2 KEY PERSONNEL TO BE ENGAGED ON THE CONTRACT**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Position | Name | License number | Working experiences (years) | Experience in similar projects (years) | Employed by Tenderer (full-time job) or engaged on any ground |
| "Responsible Contractor 1"; manager of all civil and finishing works and coordinator of all other works; Key Staff |  | 410 or 411 or 401 | <min 12> |  | Full time Employee |
| Manager of civil / finishing works; Key Staff |  | 400 or 401 | <min 5> |  | Full time Employee or engaged on any ground |
| Responsible Contractor 2", Responsible manager of works on water and sewage services |  | 400 or 401 or 410 or 411 or 413 or 414 | <min 10> |  | Full time Employee or engaged on any ground |
| "Responsible Contractor 3", Responsible manager of works on electric services |  | 450 | <min 10> |  | Full time Employee or engaged on any ground |
| "Responsible Contractor 3a", Responsible manager of works on electric services |  | 453 | <min 10> |  | Full time Employee or engaged on any ground |
| "Responsible Contractor 4", Responsible manager of works on mechanical services |  | 430 | <min 10> |  | Full time Employee or engaged on any ground |
| Health and Safety Officer |  | Passed HSE Exam during construction works | <min 3> |  | Full time Employee or engaged on any ground |

*Signature and stamp*

*Insert name and title of the authorised person*

Date: XX

**VOLUME 1**

**SECTION 4**

**FORM 4.5.1**

TENDERER'S PERSONNEL

**4.5.1.3 PROFESSIONAL EXPERIENCE OF KEY TECHNICAL PERSONNEL**

CURRICULUM VITAE

Proposed position in the contract:

1. Surname:

2. Name:

3. Date and place of birth:

4. Nationality:

5. Civil status:

Address (phone/fax/e-mail):

6. Education:

|  |  |
| --- | --- |
| *Institutions:* |  |
| *Date:*  *From (month/year)*  *To (month/year)* |  |
| *Degree:* |  |

7. Language skills

Indicate on a scale of 1 to 5 (5 – excellent; 1 – basic):

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| *Language* | *Level* | *Passive* | *Spoken* | *Written* |
|  | *Mother tongue* |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

8. Membership of professional bodies:

9. Other skills (e.g. computer literacy, etc.):

10. Present position:

11. Years of professional experience:

12. Key qualifications:

13. Professional experience:

|  |  |
| --- | --- |
| *Date: from (month/year) to (month/year)* |  |
| Place |  |
| Company/organisation |  |
| Position |  |
| Job description |  |

14. Others:

*Signature and stamp*

*Insert name and title of the authorised person*

Date: XX

**VOLUME 1**

**SECTION 4**

**FORM 4.5.2**

EQUIPMENT

I hereby declare , in case I am awarded the contract, I will, for the purpose of construction of the apartments building in Dositejeva street in Kraljevo – Phase I of the Post-earthquake Housing Regeneration Project, provide the equipment listed below, not later than on the commencement date.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | DESCRIPTION OF EQUIMENT  (type, make, model) | Power/ capacity | No of units | Age (years) | Owned (O) or hired (H) |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
| 4 |  |  |  |  |  |
| 5 |  |  |  |  |  |
| 6 |  |  |  |  |  |
| 7 |  |  |  |  |  |
| 8 |  |  |  |  |  |
| 9 |  |  |  |  |  |
| 10 |  |  |  |  |  |
| 11 |  |  |  |  |  |
| 12 |  |  |  |  |  |

*Add additional rows, if needed.*

*Signature and stamp*

*Insert name and title of the authorised person*

Date: XX

**VOLUME 1**

**SECTION 4**

**FORM 4.5.3**

DATA ON SUBCONTRACTORS

If the tenderer plans to subcontract part of the works, he must provide the following details:

|  |  |  |  |
| --- | --- | --- | --- |
| Work intended to be subcontracted | Name and details of subcontractors | Value of subcontract as percentage of the total value of the works | Experience in similar work – building name |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

*Signature and stamp*

*Insert name and title of the authorised person*

Date: XX

**VOLUME 1**

**SECTION 4**

**FORM 4.5.4**

TENDERER'S EXPERIENCE AS CONTRACTOR

**4.5.4.1 LIST OF CONTRACTS OF SIMILAR NATURE AND COMPLEXITY IN LAST 5 YEARS (2015, 2016, 2017, 2018, 2019.)**

*This list must be submitted by each consortium member and each nominated subcontractor.*

**Leader / Member / Sub-contractor** (select the option and write name of the company)

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Name of project and type of facility | Total value of works the Contractor was responsible for in EUR | Type of works | Gross building area  m2 | Period of contract | Starting date | Percentage of works completed | Employer and place | Prime contractor (P), member of consortium, leading member or subcontractor (S) | Final acceptance issued? - Yes - Not yet (current contracts) – No |
| ***A) In home country*** |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Name of project and type of facility | Total value of works the Contractor was responsible for in EUR | Type of works | Gross building area | Period of contract | Starting date | Percentage of works completed | Employer and place | Prime contractor (P), member of consortium, leading member or subcontractor (S) | Final acceptance issued? - Yes - Not yet (current contracts) – No |
| ***B) Abroad*** |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

*Please attach here available respective certificates issued by the Employers (below given Form 4.5.4.2)* ***[[4]](#footnote-4)***

*Signature and stamp*

*Insert name and title of the authorised person*

Date: XX

**VOLUME 1**

**SECTION 4**

**FORM 4.5.4**

**TENDERER'S EXPERIENCE AS CONTRACTOR**

**4.5.4.2** **CERTIFICATE FROM THE EMPLOYER**

Hereby we confirm that <*insert the name of the Tenderer*> from <*insert the headquarters of the Tenderer*>,

as the independently/as authorized member of the group of Tenderers/member of group of Tenderers/subcontractor, executed and completed the works on the object:

<*insert all relevant data on the building* > , from total <*insert the gross building area in m²*> m2 gross area

based on the Contract:

Contract <*insert the number and date of contract signing* >

and

Annex no. < *insert the number and date of annex signing* >

...

Annex no. < *insert the number and date of annex signing* >

Period of execution of works: from XX to XX

For <*insert the type of works*>

In the total value of executed works of < *insert the value VAT excluded*> without *VAT excluded*,

This Certificate is issued for the purpose of participating in the open procedure for procurement of construction works for the apartment building in Dositejeva street in Kraljevo – phase II of the Post-earthquake Housing Regeneration Project, responding to your Public Call no 404-02-45/2/2019-02.

Hereby we affirm that the above mentioned data are true, that the Tenderer executed the works within the agreed deadline and in a quality manner, which we confirm with our signature and stamp.

Employer: XX

Place and date: XX

(*signature and stamp of the authorized person)*

<*insert name and position of the authorized person*>

**VOLUME 1**

**SECTION 4**

**FORM 4.5.5**

DATA ON JOINT VENTURES / CONSORTIUM

|  |
| --- |
| Name of the JV/Consortium |
| Leading partner head office address:  Telephone:  E-mail address: |
| Representative in Serbia, if any (in the case of a joint venture/consortium with a foreign lead member ):  Office address  Telephone  E-mail adress. |
| Names of members  1) XX, leader.  2) XZ, member  3) ... |
| Agreement governing the formation of the joint venture/consortium  1) Date of signature XX  2) Place:XX  3) Enclosure - joint venture/consortium agreement[[5]](#footnote-5) |
| Proposed proportion of responsibilities between members (in %) with indication of the type of the works to be performed by each member  1) XX, leader, XX%. type of works  2) XZ, member, XX%. type of works  3) ..... |

*Signature and stamp*

*Insert name and title of the authorised person*

Date: XX

**VOLUME 1**

**SECTION 4**

**FORM 4.5.6**

QUALITY ASSURANCE SYSTEMS

*(Please provide hereunder details of the quality assurance system(s) it is proposed to use to ensure successful completion of the works and attach here copies of respective certificates)*

*Signature and stamp*

*Insert name and title of the authorised person*

Date: XX

**VOLUME 1**

**SECTION 4**

**FORM 4.5.7**

**Statement on Fulfilment of Obligations Under Applicable Legislation, Concerning Safety at Work, Employment and Working Conditions, Protection of Environment and Prohibition of Activities**

*The statement is written on the Tenderer's memorandum. In case of joint venture / consortium, all the members should provide this statement*

Hereby we confirm that <*insert the name of the Tenderer*> from <*insert the headquarters of the Tenderer*>, fulfils all the obligations under applicable legislation concerning safety at work, employment and working conditions, protection of environment, and that it is not under prohibition of activities, at the time of of Tender submission

*Signature and stamp*

*Insert name and title of the authorised person*

Date: XX

**VOLUME 1**

**SECTION 4**

**FORM 4.5.8**

ADDITIONAL INFORMATION

**4.5.8.1 Programe of works and engagement of labour with Financial charges plan**

(*Enclose programme of works in form of Gantt chart with quarterly division; programme should contain groups of activities, milestones with dates and distribution of workforce during the execution of works)*

*Signature and stamp*

*Insert name and title of the authorised person*

Date: XX

**VOLUME 1**

**SECTION 4**

**FORM 4.5.8**

ADDITIONAL INFORMATION

**4.5.8.2 Description of premises that the Tenderer intends to provide to the Employer on the building site**

*(Enclose sketches and details to describe in detail characteristics of the office space that the Tenderer intends to provide for the representative of the Employer on the building site.)*

*Signature and stamp*

*Insert name and title of the authorised person*

Date: XX

:

**VOLUME 1**

**SECTION 4**

**FORM 4.5.8**

ADDITIONAL INFORMATION

**4.5.8.3 Other relevant information**

*Tenderers may add here any further information that they deem useful for the evaluation of their tenders.*

*Signature and stamp*

*Insert name and title of the authorised person*

Date: XX

1. Country in which the legal entity is registered. [↑](#footnote-ref-1)
2. Add or delete rows, as needed. Bear in mind that the sub-contractors are not conisdered the members in this tender procedure but only the members of the consortium. If the offer is submitted by the Tenderer alone, its name is filled in as the Leader and other rows are deleted. [↑](#footnote-ref-2)
3. Please insert date in line with subclause 15.7 of the Instructions to Tenderers [↑](#footnote-ref-3)
4. In case that the Tenderer cannot obtain the Certificate from the Employer or in case Investor is not company, he can submit the following evidence for the referent object:

   * The concluded contract with the following eventual annexes, on the execution of works on the referent object. If the Tenderer was at the same time the contractor and the investor of the execution of works on the referent object, provides evidence for this condition by submitting the appropriate act issued by the competent authority, which approves the execution of works on the referent object or by the Minutes of the committee for technical examination of the referent object .
   * The Decision on Certificate of Occupancy for the referent object or Minutes of the committee for technical examination of the referent object or the Minutes on qualitative overview and the taking over of the executed works on the referent object, which undoubtedly show that the Tenderer executed the works on the object. Evidence must be from the requested period.
   * Evidence that the Tenderer executed the requested types of works: statements (interim and final), signed and verified by the contractor, engineer and investor.
   * Above mentioned evidence must contain minimal GFA of the referent object.

   [↑](#footnote-ref-4)
5. Consortium agreement must stipulate the following: information on the member that is a leading partner and who will submit tender, sign a contract and represent the consortium in front of the Contracting authority; scope of work that will be executed by each member with the percentage of total works assigned to each member of consortium; name of the bank and the bank account of the member of the consortium who will receive the payments and provision on joint and several liability of the all members of the consortium for execution of this contract. [↑](#footnote-ref-5)