**PROCUREMENT DOCUMENT**

**Procurement of Consultancy Services for**

Feasibility Study of “Construction of a new University Children's Hospital in Belgrade”

**RFP No:** IOP/16-2018/UCH

*Project:* ***New University Children's Hospital in Belgrade***

*Purchaser (PIU):* ***Public Investment Management Office***

*Country:* ***Republic of Serbia***

Issued on: **June 2018***.*

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# PART I

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# Section 1. Request for Proposal Letter

**Request for Proposal Letter**

**Consulting Services**

1. The *Republic of Serbia* (hereinafter called “Beneficiary”) has receivedfunds from the *Council of Europe Development Bank* (the “Bank” or “CEB”) in the form of a (SIGA) grant toward the cost of the project *New University Children's Hospital in Belgrade.* The *Public Investment Management Office of the Government of the Republic of Serbia* (hereinafter called “PIMO” or “Client”)*,* an implementing agency of the Beneficiary, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued.
2. The Client now invites proposals from eligible consultants to provide the following consulting services (hereinafter called “Services”): *Feasibility Study of “Construction of a new University Children's Hospital in Belgrade”*. More details on the Services are provided in the Terms of Reference (Section 7). Participation in the procurement process is open to all eligible consultants.
3. A firm will be selected under *Quality Based Selection (QBS)* procedureand in a Simplified Technical Proposal (STP)format as described in this RFP, in accordance with the provisions of CEB Guide to Procurement (2011 edition) which can be found at the following website:

https://coebank.org/documents/107/Procurement\_Guidelines\_LJhjgEt.pdf

The RFP includes the following documents:

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal (STP) - Standard Forms

Section 4 - Financial Proposal

Section 5 – Eligible Countries

Section 6 – Fraud and Corruption

Section 7 - Terms of Reference

Section 8 - Standard Form of Contract (Lump-Sum)

1. Interested eligible consultants may obtain further information from Public Investment Management Office via e-mail: [procurement.rd@pim.gov.rs](mailto:procurement.rd@pim.gov.rs)
2. A complete set of Bidding Documents in English language shall be posted on the Purchaser’s website: <http://www.obnova.gov.rs/english/public-procurement> and will be available to any interested bidder.
3. A Bid Security, must accompany all bids, shall be in the form of an unconditional, irrevocable and payable on first call bank guarantee issued by a bank. The amount and currency of the bid security shall be 10.000,00 EUR. For the Bidders from the Client’s Country: Payable in RSD at the middle exchange rate of The National Bank of Serbia on the day of invoking the guarantee.
4. Deadline for submission of the bids is: July 16th, 2018 not later than 11 a.m. local time
5. All bids must be delivered in closed envelopes marked with the reference „Bid for Procurement of Consulting Services: Feasibility Study of “Construction of a new University Children's Hospital in Belgrade” RFP No: IOP/16-2018/UCH, Kancelarija za upravljanje javnim ulaganjima”, at the address: Nemanjina street no.22-26, Belgrade, Administration for Joint Services of the Republic Bodies registry.
6. Bids received after the abovementioned deadline shall be declared late, rejected and returned unopened to the bidder.
7. The bid opening shall take place at the address: Krunska street no.58, Ground Floor, Belgrade, on July 16th, 2018 at 1 p.m. local time.
8. Opening of the bids is public and any interested person may be present. Only authorized representatives of Bidder’s may be actively involved in the procedure of opening bids.
9. For the extension of the contract (through the repetition of similar services entrusted to the original contractor), the Client announces the possibility of using the negotiated procedure for new services for the project as well as the relevant estimated cost.
10. The awarded consultant will not be eligible for participation in any form during the “design, build and maintain - DBM” construction tender for the project.

# Section 2. Instructions to Consultants and Data Sheet

**Instructions to Consultants**

# A. General Provisions

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| Definitions | | 1. “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant. 2. “Applicable Regulations” means Procurement Regulations for IPF Beneficiaries of date specified in the **Data Sheet** 3. “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time. 4. “Bank” means the Council of Europe Development Bank (CEB). 5. “Beneficiary” means the Government, Government agency or other entity that signs the *loan* agreement with the Bank. 6. “Client” means the implementing agencythat signs the Contract for the Services with the selected Consultant. 7. “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract. 8. “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices). 9. “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC. 10. “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Client. It excludes the Client’s official public holidays. 11. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s). 12. “Government” means the government of the Client’s country. 13. “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt; 14. “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract. 15. “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal. 16. “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provide~~s~~ the Consultants with all information needed to prepare their Proposals. 17. “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually. 18. “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant. 19. “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP. 20. “SPD - RFP” means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP. 21. “Services” means the work to be performed by the Consultant pursuant to the Contract. 22. “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract. 23. “Terms of Reference (TORs)” (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment. | |
| Introduction | | * 1. The Client named in the **Data Sheet** intends to select a Consultant from all who have submitted their proposals, in accordance with the method of selection specified in the **Data Sheet**.   2. Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.   3. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.   4. The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**. | |
| Conflict of Interest | | * 1. The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.   2. The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.      1. Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below: | |
| **a. Conflicting Activities** | | (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation. | |
| **b. Conflicting Assignments** | | (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client. | |
| **c. Conflicting Relationships** | | (iii) Relationship with the Client’s staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client (or of the Client, or of implementing agency, or of a recipient of a part of the Bank’s financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract. | |
| Unfair Competitive Advantage | | * 1. Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all eligible Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants. | |
| Fraud and Corruption | | * 1. The Bank requires compliance with the Bank’s Policy on preventing and deterring prohibited conduct and its prevailing sanctions policies and procedures as set forth in Section 5.   2. In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to Proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank. | |
| Eligibility | | * 1. The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.      * 1. Furthermore, it is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the Applicable Regulations.   2. As an exception to the foregoing ITC 6.1 and ITC 6.2 above: | |
| **a. Sanctions** | | * + 1. A Consultant that has been sanctioned by the Bank, pursuant to the Bank’s Policy on preventing and deterring prohibited conduct shall be ineligible to submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. | |
| **b. Prohibitions** | | * + 1. Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:   (a) as a matter of law or official regulations, the Client’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or  (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Client’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. | |
| **c. Restrictions for State-Owned Enterprises** | | * + 1. State-owned enterprises or institutions in the Client’s country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client. | |
| **d. Restrictions for Public Employees** | | * + 1. Government officials and civil servants of the Client’s country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant’s Proposal unless:   (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and  (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Client. | |
| **e. Client Debarment** | | * + 1. A firm that is under a sanction of debarment by the Client from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Client’s request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process. | |
| B. Preparation of Proposals | | | |
| General Considerations | | * 1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal. | |
| Cost of Preparation of Proposal | | * 1. The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant. | |
| Language | | * 1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**. | |
| Documents Comprising the Proposal | | * 1. The Proposal shall comprise the documents and forms listed in the **Data Sheet**.   2. If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country’s laws against fraud and corruption (including bribery).   3. The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4). | |
| Only One Proposal | | * 1. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant’s staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**. | |
| Proposal Validity | | * 1. **The Data Sheet** indicates the period during which the Consultant’s Proposal must remain valid after the Proposal submission deadline.   2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.   3. If it is established that any Key Expert nominated in the Consultant’s Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with ITC 6.3. | |
| **a. Extension of Validity Period** | | * 1. The Client will make its best effort to complete the negotiations within the proposal’s validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals’ validity.   2. If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.   3. The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated. | |
| **b. Substitution of Key Experts at Validity Extension** | | * 1. If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.   2. If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected. | |
| **c. Sub-Contracting** | | * 1. The Consultant shall not subcontract the whole of the Services. | |
| Clarification and Amendment of RFP | | * 1. The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals’ submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client’s address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants that have been sent the tender documents. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:      1. At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants that have been sent the tender documents and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.      2. If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.   2. The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline. | |
| Preparation of Proposals Specific Considerations | | * 1. While preparing the Proposal, the Consultant must give particular attention to the following:      1. If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so if it is so stated in the **Data Sheet**.      2. The Client may indicate in the **Data Sheet** the estimated Key Experts’ time input (expressed in person-month) or the Client’s estimated total cost of the assignment, but not both. This estimate is indicative, and the Proposal shall be based on the Consultant’s own estimates for the same.      3. If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.      4. For assignments under the Fixed-Budget selection method, the estimated Key Experts’ time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes,is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget. | |
| Technical Proposal Format and Content | | * 1. The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet.** The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.   15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.   * 1. Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP. |
| Financial Proposal | | * 1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**. | |
| **a. Price Adjustment** | | * 1. For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**. | |
| **b. Taxes** | | * 1. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client’s country is provided in the **Data Sheet**. | |
| **c. Currency of Proposal** | | * 1. The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency. | |
| **d. Currency of Payment** | | * 1. Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal. | |
| C. Submission, Opening and Evaluation | | | |
| Submission, Sealing, and Marking of Proposals | * 1. The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.   2. An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.      1. A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative.   3. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.   4. The signed Proposal shall be marked “Original”, and its copies marked “Copy” as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.   5. The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked “**Technical Proposal**”, “[Name of the Assignment]“, [reference number], [name and address of the Consultant], and with a warning “**Do Not Open until [insert the date and the time of the Technical Proposal submission deadline]**.”   6. Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked “**Financial Proposal**” “[Name of the Assignment]“, [reference number], [name and address of the Consultant], and with a warning “**Do Not Open With The Technical Proposal**.”   7. The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant’s name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]”.   8. If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.   9. The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened. | | |
| Confidentiality | * 1. From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.   2. Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank’s sanctions procedures.   3. Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it shall do so only in writing. | | |
| Opening of Technical Proposals | * 1. The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.   2. At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**. | | |
| Proposals Evaluation | * 1. Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its “no objection”, if applicable.   2. The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely based on the submitted Technical and Financial Proposals. | | |
| Evaluation of Technical Proposals | * 1. The Client’s evaluation committee shall evaluate the Technical Proposals based on their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**. | | |
| Financial Proposals for QBS | 22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.  22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed. | | |
| Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods) | * 1. After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:   (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;  (ii) provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion;  (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and  (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.   * 1. The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:  1. their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; 2. provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion; 3. their Financial Proposal will be opened at the public opening of Financial Proposals; and 4. notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.    1. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.    2. The Consultant’s attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant’s choice.    3. The Financial Proposals shall be opened publicly by the Client’s evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client’s website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank. | | |
| Correction of Errors | 24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal. | | |
| **a. Time-Based Contracts** | 24.1.1 If a Time-Based contract form is included in the RFP, the Client’s evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client’s evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost. | | |
| **b. Lump-Sum Contracts** | 24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail. | | |
| Taxes | 25.1 The Client’s evaluation of the Consultant’s Financial Proposal shall exclude taxes and duties in the Client’s country in accordance with the instructions in the **Data Sheet**. | | |
| Conversion to Single Currency | * 1. For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**. | | |
| Combined Quality and Cost Evaluation |  | | |
| * 1. **Quality and Cost-Based Selection (QCBS)** | * 1. In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations. | | |
| **b. Fixed-Budget Selection (FBS)** | * 1. In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.   2. The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP and invite such Consultant to negotiate the Contract. | | |
| **c. Least-Cost Selection** | * 1. In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score and invite such a Consultant to negotiate the Contract. | | |
| D. Negotiations and Award | | | |
| Negotiations | * 1. The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.   2. The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant’s authorized representative. | | |
| **a. Availability of Key Experts** | * 1. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.   2. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original consultants. | | |
| **b. Technical Negotiations** | * 1. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected. | | |
| **c. Financial Negotiations** | * 1. The negotiations include the clarification of the Consultant’s tax liability in the Client’s country and how it should be reflected in the Contract.   2. If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.   3. In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts’ remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. | | |
| Conclusion of Negotiations | * 1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant’s authorized representative.   2. If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank’s no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations. | | |
| Standstill Period | * 1. The Contract shall be awarded not earlier than the expiry of the Standstill Period. The duration of the Standstill Period is specified in the **Data Sheet**. Where only one Proposal is submitted, the Standstill Period shall not apply. | | |
| Notice of Intention to Award | * 1. When a Standstill Period applies, it shall commence when the Client has transmitted to each Consultant whose financial proposal was opened, the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:      1. the name and address of the Consultant with whom the client successfully negotiated a contract;      2. the contract price of the successful Proposal;      3. the names of all Consultants that submitted Proposals;      4. where the selection method requires, the price offered by each Consultant as read out and as evaluated;      5. the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;      6. the final combined scores and the final ranking of the Consultants;      7. a statement of the reason(s) why the recipient’s Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;      8. the expiry date of the Standstill Period; and      9. instructions on how to request a debriefing and/or submit a complaint during the Standstill Period. | | |
| Notification of Award | * 1. Prior to the expiration of the Proposal Validity Period and upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:  1. name and address of the Client; 2. name and reference number of the contract being awarded, and the selection method used; 3. names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated; 4. names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor; and 5. the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.    1. The Contract Award Notice shall be published on the Client’s website with free access if available, or in at least one newspaper of national circulation in the Client’s Country, or in the official gazette. | | |
| Debriefing by the Client | * 1. On receipt of the Client’s Notification of Intention to Award referred to in ITB 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.   2. Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period   3. Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.   4. Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultant shall bear their own costs of attending such a debriefing meeting | | |
| Award of Contract | * 1. The Contract shall be signed promptly upon Notification of Award.   2. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**. | | |
| Procurement Related Complaint | * 1. The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**. | | |

Section 2. Instructions to Consultants

# E. Data Sheet

|  |  |
| --- | --- |
| **ITC**  **Reference** | **A. General** |
| **1 (b)** | **The date of the Applicable Regulations is:** CEB Guidelines to Procurement (2011 edition) |
| **1 (c)** | Law of the Republic of Serbia |
| **2.1** | **Name of the Client:** Public Investment Management Office (PIMO)  **Method of selection**: Quality Based Selection (QBS) |
| **2.2** | **Financial Proposal to be submitted together with Technical Proposal**:  Yes  **The name of the assignment is**:  Feasibility Study of “Construction of a new University Children's Hospital in Belgrade” |
| **2.3** | **A pre-proposal conference will be held**: No |
| **2.4** | **The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals**: *Documents listed in the Terms of Reference.* |
| **B. Preparation of Proposals** | |
| **9.1** | **This RFP has been issued in the English language.**  **Proposals shall be submitted in the English language.**  **All correspondence exchange shall be in the English language.** |
| **10.1** | **The Proposal shall comprise the following**:  **For SIMPLIFIED TECHNICAL PROPOSAL (STP):**  **1st Inner Envelope with the Technical Proposal:**   1. Power of Attorney to sign the Proposal 2. Qualification Information Form 3. TECH-1 4. TECH-4 5. TECH-5 6. TECH-6 7. TECH-7 Code of Conduct (ESHS) 8. Proposal Security (Bank Guarantee)   *The Consultant shall submit the Code of Conduct that will apply to the Consultant’s Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice. The successful Consultant shall be required to implement the agreed Code of Conduct upon contract award*.  AND  **2nd Inner Envelope with the Financial Proposal:**  (1) FIN-1  (2) FIN-2  (3) FIN-3  (4) Statement of Undertaking (if required under Data Sheet 10.2 below) |
| **10.2** | **Statement of Undertaking is required**  Yes |
| **11.1** | **Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible**  No |
| **12.1** | **Proposals must remain valid** **for** *120* days after the proposal submission deadline. |
| **13.1** | **Clarifications may be requested no later than** *10* **days prior to the submission deadline.**  The contact information for requesting clarifications is electronic mail address: [procurement.rd@pim.gov.rs](mailto:procurement.rd@pim.gov.rs) |
| **14.1.1** | **Consultants may associate with other Consultants:** Yes |
| **14.1.4** | **Estimated total cost of the assignment:** 250.000 EUR excluded taxes and duties in the Client’s country in accordance with the instructions in the point 25. |
| **15.2** | The format of the Technical Proposal to be submitted is: STP  Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements. |
| **16.1** | *(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;*  *(2) cost of travel by the most appropriate means of transport and the most direct practicable route;*  *(3) cost of office accommodation, including overheads and back-stop support;*  *(4) communications costs;*  *(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;*  *(6) cost of reports production (including printing) and delivering to the Client;*  *(7) other allowances where applicable and provisional or fixed sums (if any)* |
| **16.2** | **A price adjustment provision applies to remuneration rates:**  No |
| **16.3** | **Information on the Consultant’s tax obligations in the Client’s country can be found** *at the Ministry of Finance – Tax Authority website: www.mfin.rs****.*** |
| **16.4** | **The Financial Proposal shall be stated in the following currencies:** EUR  **The Financial Proposal should state local costs in the Client’s country currency (local currency):** No |
| **C. Submission, Opening and Evaluation** | |
| **17.1** | **The Consultants shall nothave the option of submitting their Proposals electronically.** |
| **17.4** | **The Consultant must submit:**  (a) **Technical Proposal:** one (1) original and two (2) copies in hardcopy for as well as 1 (one) CD ROM;  (b) **Financial Proposal:** one (1) original and two (2) copies in hardcopy as well as 1 (one) CD ROM. |
| **17.7 and 17.9** | **The Proposals must be submitted no later than:**  **Date:** July 16th, 2018  **Time:** 11:00 Local Time  **The Proposal submission address is:**  Attention: **Administration for Joint Services of the Republic Bodies registry**  Street Address: **no.22-26 Nemanjina street,**  City: **Belgrade**  ZIP/Postal Code: **11000**  Country: **The Republic of Serbia** |
| **19.1** | **An online option of the opening of the Technical Proposals is offered:** No  **The opening shall take place at:**  Street Address: **no. 58 Krunska street**  Floor: **Ground Floor**  City: **Belgrade**  ZIP/Postal Code: **11000**  Country: **The Republic of Serbia**  **Date**: same as the submission deadline indicated in 17.7.  **Time:** 13:00 Local Time |
| **19.2** | **In addition, the following information will be read aloud at the opening of the Technical Proposals** None |
| **21.1** | Criteria, sub-criteria, and point system for the evaluation of the Simplified Technical Proposals are:   |  |  |  | | --- | --- | --- | |  | **Maximum Points** | | | 1. | **Understanding, Approach and Methodology** | **Max 25 points** | | 1.1 | Approach to the preparation of Feasibility Studies and relevance with staffing schedule (2 pages narrative) | 10 | | 1.2 | Approach to the preparation of the Functional & Space Programs and design criteria and Concept Design and Schematic (including how the cost estimates will be done) and relevance (2 pages narrative) | 5 | | 1.3 | Approach and details on preparing Medical Equipment Programs, and technical specifications (2 pages narrative) | 5 | | 1.4 | Approach on implementing BIM and BIM Execution Plan (2 pages narrative) | 5 | |  |  |  | | 2. | **Sample Model Analysis** | **Max 10points** | |  |  |  | | 2.1 | Demonstration project showcasing the integrated BIM project development approach (including a BIM model and its quality analysis, QTO analyses and cost estimates, 4D/5D construction simulations, lighting and other deliverables mentioned in the Terms of Reference). The demonstration project should be a hospital with a gross area of at least 20,000 square meters, and the BIM model should include structural, architectural and MEP systems.  Consultants are expected to select themselves the project to be demonstrated for this purpose. | 10 | |  | |  | | 3. | **CV of proposed experts/professionals** | **Max 55 points** | | 3.1 | Profile of the Senior International Expert (Team Leader) | 20 | | 3.2 | Profile of the Senior International Expert (Architect Health facilities Planner) | 10 | | 3.3 | Profile of the Structural Design Engineer | 5 | | 3.4 | Profile of the Electrical Design Engineer | 5 | | 3.5 | Profile of the Mechanical Design Engineer | 5 | | 3.4 | Profile of the Medical Equipment Specialist (Medical technology Expert) | 5 | | 3.5 | Profile of the Senior International BIM Expert | 5 | | All offered persons must comply the ToR Key Experts requirements. | | | |  |  |  | | **4.** | **Local Experience** | **Max 10 points** | | 4.1 | Reference of Consultant or Team Leader from hospital projects in Serbia where design development, and/or technical control, and/or value engineering and/or tender preparation, and execution or project management have been provided as a service. | 10 | |  | | | |  | | | | **Overall total score** | | **100** | |  | | | | The minimal technical acceptance score is set to 70/100.  The Consultants will then be ranked from the highest to the lowest total score. | | | |
| **25.1** | For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract’s invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client’s country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant. |
| **26.1** | **The single currency for the conversion of all prices expressed in various currencies into a single one is**: EUR  **The official source of the selling (exchange) rate is**: National Bank of Serbia  **The date of the exchange rate is:** date indicated in 17.7 |
|  | **D. Negotiations and Award** |
| **28.1** | **Expected date and address for contract negotiations:**  **Date**: August 6th, 2018  Street Address: **no. 58 Krunska street**  Floor: **1st Floor**  City: **Belgrade**  ZIP/Postal Code: **11000**  Country: **The Republic of Serbia** |
| **30.1**  **Standstill Period** | The Standstill Period is 10 Business Days after the date the Client has transmitted to all Consultants that submitted Proposals, the Notification of its Intention to Award the Contract to the successful Consultant.  Note: Where a Consultant has previously received notification of exclusion from the process at an interim stage of the selection process, the Consultant will not receive a Notification of Intention to Award the Contract. |
| **32.2** | **The publication of the contract award information will be done as follows:** <http://www.obnova.gov.rs/english/public-procurement> |
| **34.2** | **Expected date for the commencement of the Services:**  **Date**: September 2018. |
| **35.1** | If a Consultant wishes to make a Procurement-related Complaint, the Consultant should submit its complaint.  Procedure for the appeal from Consultant:  Procedure for the appeal from Consultant (in accordance with CEB Guide to Procurement):  After publication of the award within ten (10) days, unsuccessful consultant may request in writing to the Client for a debriefing seeking explanations on the grounds on which their bids were not selected or submit a complaint. The Client shall promptly respond in writing to any unsuccessful Consultant who requests a debriefing and send the copy of the request or decision on appeal to the Bank.  Consultants are expected to submit their Appeal electronically by e-mail to address procurement.rd@pim.gov.rs or by postal address no.22-26 Nemanjina street, Belgrade, Serbia.  Appeal should be on the letterhead of the Consultant and should be signed by a person with the proper authority to sign documents that are binding on the Consultant and should bear the following identification mark (subject): IOP/16-2018/UCH |

**Qualification Requirements**

These qualification requirements are to be met by all Consultants. If a Consultant does not meet all of the listed requirements, the Consultant will be disqualified from further proposal evaluation stages.

Please note that the awarded consultant for these services will not be eligible for participation in any form during the “design, build, equipped, maintenance” tender for the project

All Consultants shall include the following information and documents with their Proposals in order to qualify:

* + Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Proposal to commit the Consultant;
  + A statement of overall annual turnover in the past three financial years since January 2015, confirmed by Certified Auditor. Consultants who came into existence after this date shall submit a statement covering the period since the commencement of their activities;
  + A certificate from the competent institution (the body that keeps a register of companies, central bank or the commercial bank of the bidder) issued after the announcement of the Public Invitation that Consultant’s bank account has never been frozen nor blocked for any reason in the last five years.
  + A list of completed relevant projects involving: Project design development, value engineering, feasibility study, technical control of main design, business planning and development, BIM implementation, tender preparation etc.;
  + A list of Key Experts which must include names, license numbers or equivalent international credentials, as well as individual experience. Subcontractors’ qualifications can be used in determining the Consultant’s compliance with this criterion only. A list of required licenses is available at <http://www.ingkomora.org.rs/licence/?id=lic0001>
  + Information regarding any litigation, current or during the last five years, in which the Consultant is involved, the parties concerned, and disputed amount; and
  + Any and all other evidentiary documents in support of qualification requirements.

If a proposal is submitted by a Joint Venture of two or more firms as members, such proposal must comply with the following requirements:

* + the Proposal shall include all the information listed above for each joint venture member;
  + the Proposal shall be signed so as to be legally binding for all members;
  + the Proposal shall include a copy of the agreement entered into by the joint venture members defining the division of assignments to each member and establishing that all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful Proposal shall be signed by all members and submitted with the Proposal, together with a copy of the proposed agreement;
  + one of the members shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and
  + the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

Company qualifications including references from Serbia or internationally of project design development, value engineering, tender preparation and execution, as well as project management and business development, are a requirement. Also, appropriate experience and licences for the company engineering team are also required. BIM qualifications of the company, including previous BIM experience locally and internationally, are a requirement as well. The qualifications should include:

**Business requirements:**

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| --- |
| 1. The Consultant should have successfully completed at least 3 (three) feasibility studies and/or design studies for secondary and tertiary care hospitals in the last 10 (ten) years prior to the submission of its proposal (at least one of which for Pediatric teaching hospital);   The Consultant should have successfully completed the above consultancy service contracts for Main Design (up to Concept and Schematic Design) of hospitals, each comprising at least 20,000 square meters of designed space or 200.000 EUR contracted value, evidenced by the corresponding certificate of completion of the services issued by the Client and which should be submitted with the proposal; |
| **Financial requirements:**   1. The Consultant’s total annual turnover over the last 3 financial years closed (2015, 2016 and 2017) must be at least 1,500,000.00 (one million five hundred thousand) EUR, and the profit and loss accounts for those years shall be positive. 2. The Consultant’s bank account has never been frozen nor blocked for any reason in the last five years;   **Personnel capabilities:**   1. **Senior International Expert (Team Leader) – one person**   The Senior International Expert is a Healthcare Specialist – Architect, Engineer or Medical science, expected to demonstrate appropriate qualifications and experience for the tasks outlined in this ToR. The expert should have a minimum of 20 years relevant professional experience in developing or transition countries and in design and supervision (or execution) of hospital projects, in particular of children and university clinics, preferably in the region. His professional experience shall be complemented by project management and coordination as well as financial administration and monitoring skills.   1. **Senior International Expert (Health Facilities Planner – deputy team leader) – one person**   Trained Architect with at least 15 years of experience. He shall hold a degree in Architecture with 10 years of professional experience in health facilities planning / design.   1. **Structural Design Engineering Expert – one person**   Trained Structural Design Engineer with a minimum of 15 years of professional experience in building structures. He shall hold a degree in Structural or Civil Engineering.  **4.Electrical Design Engineering Expert**  Trained Electrical Engineer with a minimum of 15 years of professional experience in high/low voltage and IT networking systems. He shall hold a degree in Electrical Engineering with minimum 1 appropriate reference of professional work experience in engineering of healthcare facilities.  **5. Mechanical Design Engineering Expert**  Trained Mechanical Engineer with a minimum of 15 years of professional experience in HVAC systems. He shall hold a degree in Mechanical Engineering with minimum 1 appropriate reference of professional work experience in engineering of healthcare facilities.   1. **Medical Equipment Specialist / Medical Technology Expert – one person**   Medical Equipment Planner with at least 15 years of experience, holder of a degree in Biomedical Engineer or related field with minimum 10 years of professional experience in health facilities planning / design.   1. **BIM Manager**   BIM Manager with at least 5 years of experience in implementing BIM on projects, who is a holder of a degree in Architecture, Structural, Civil, Mechanical or Electrical engineering.  **All offered persons must comply the ToR Key Experts requirements.**  **Certificates:** |

1. The consultant should hold a valid certificate covering its relevant operations on the assignment: ISO9001.

Members of a Joint Venture could meet Consultants qualifications requirements cumulatively in order for the Joint Venture to qualify. A consistent history of litigation or arbitration awards against the any member of a Joint Venture may also result in disqualification of the Joint Venture.

Subcontractors’ qualifications, experience and resources ***will not be taken*** into account in determining the Consultant’s compliance with the qualifying criteria, unless specifically stated in the points above.

Qualification Information Form

|  |  |
| --- | --- |
| **1. Individual Consultants or Individual Members of Joint Ventures** | 1.1 Constitution or legal status of Consultant: [*attach copy]*  Place of registration: [*insert]*  Principal place of business: [*insert]*  Power of attorney of signatory of Proposal: [*attach]*  1.2 Total annual volume of Services performed in five years, **in EUR**: [*insert]*  1.3 Services performed as Consultant on the provision of Services of a similar nature and volume over the period indicated in qualification requirements. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services under way or committed, including expected completion date. |

|  |  |  |  |
| --- | --- | --- | --- |
| Project name and country | Name of employer and contact person | Type of Services provided and year of completion | Value of contract |
| (a)  (b) |  |  |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | 1.4 Qualifications, individual licenses as legally required and experience of key personnel proposed for design, administration, supervision and execution of the Contract. Attach biographical data and copies of valid licenses, or links to publicly available registries of licensed experts for verification purposes. | | | | | | |
|  | |  | |  | | | | |
| Position | | Name | | License Number | Years of experience (general) | Years of experience in proposed position |
| (a)  (b) | |  | |  |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | 1.5 Financial reports for the last three years: balance sheets, profit and loss statements, auditors’ reports, etc. List below and attach copies.  1.6 Information regarding any litigation, current or within the last five years, in which the Consultant is or has been involved. | | | | | |
| Other party(ies) | | Cause of dispute | Details of litigation award | | Amount involved |
| (a)  (b) | |  | |  |  |

|  |  |
| --- | --- |
|  |  |
| **2. Joint Ventures** | 2.1 Attach the power of attorney of the signatory(ies) of the Proposal authorizing signature of the Proposal on behalf of the joint venture.  2.2 Attach the Agreement among all members of the joint venture (and which is legally binding on all members), which shows that  (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;  (b) one of the members will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and  (c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge. |
| **3. Additional Requirements** | 3.1 Consultants should provide any additional information required in free tabular form as stated **in the qualification requirements**. |

Form of Proposal Security

**(Bank Guarantee)**

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

*[Guarantor letterhead or SWIFT identifier code]*

**Client:** *[Client to insert its name and address]*

**RFP No.:** *[Client to insert reference number for the Request for Proposals]*

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

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

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

We have been informed that \_\_\_\_\_\_ *[insert name of the Consultant, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Consultant") has submitted or will submit to the Client its Proposal (hereinafter called "the Proposal") for the execution of Feasibility Study of “Construction of a new University Children's Hospital in Belgrade” under Request for Proposal No. \_\_\_\_\_\_\_\_\_\_ \_ (“the RFP”).

Furthermore, we understand that, according to the Client’s conditions, Proposals must be supported by a Proposal guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Client any sum or sums not exceeding 10% of the offered contract price as listed in the Consultant’s Proposal upon receipt by us of the Client’s complying demand, supported by the Client’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Consultant:

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

(b) having been notified of the acceptance of its Proposal by the Client during the Proposal Validity Period or any extension thereto provided by the Consultant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Consultants (“ITC”) of the Client’s procurement document.

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

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

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

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

*[Signature(s)]*

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

# Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

###### Checklist of Required Forms

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Required for FTP or STP**  **🗸** | | **FORM** | **DESCRIPTION** | ***Page Limit*** |
| **FTP** | **STP** |  |  |  |
| **🗸** | **🗸** | TECH-1 | Technical Proposal Submission Form. |  |
| **🗸** If applicable | | TECH-1 Attachment | If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement. |  |
| **🗸** If applicable | | Power of Attorney | No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members |  |
| **🗸** |  | TECH-2 | Consultant’s Organization and Experience. |  |
| **🗸** |  | TECH-2A | A. Consultant’s Organization |  |
| **🗸** |  | TECH-2B | B. Consultant’s Experience |  |
| **🗸** |  | TECH-3 | Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client. |  |
| **🗸** |  | TECH-3A | A. On the Terms of Reference |  |
| **🗸** |  | TECH-3B | B. On the Counterpart Staff and Facilities |  |
| **🗸** | **🗸** | TECH-4 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment, including a detailed description of the proposed clean room design |  |
| **🗸** | **🗸** | TECH-5 | Work Schedule and Planning for Deliverables |  |
| **🗸** | **🗸** | TECH-6 | Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV) |  |
| **🗸** | **🗸** | TECH-7 | Code of Conduct (ESHS) |  |

**All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.**

###### Form TECH-1

**Technical Proposal Submission Form**

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *Feasibility Study of “Construction of a new University Children's Hospital in Belgrade”* in accordance with your Request for Proposals (RFP) dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope*.*

{If the Consultant is a joint venture, insert the following*:* We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}.We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 12.1.

(c) We have no conflict of interest in accordance with ITC 3.

(d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s Policy on preventing and deterring prohibited conduct in regard to Fraud and Corruption as per ITC 5*.*

(e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Bank. Further, we are not ineligible under the Client’s country laws or official regulations;

(f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

(g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.

(h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 34.2 of the Data Sheet and to provide any and all Performance and / or Advance Payment Securities as stipulated in the RFP.

We hereby also inform you that our proposal {please indicate: requires / does not require} an advance payment be made if we are awarded the contract.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (of Consultant’s authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company’s name or JV’s name):

Capacity: {insert the person’s capacity to sign for the Consultant}

Address: {insert the authorized representative’s address}

Phone/fax: {insert the authorized representative’s phone and fax number, if applicable}

Email: {insert the authorized representative’s email address}

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached

Form TECH-4 **(for Simplified Technical Proposal Only)**

**Description of Approach, Methodology, and Work Plan for Performing the Assignment**

Form TECH-4: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

*a)* ***Technical Approach, Methodology, and Organization of the Consultant’s team.*** *{*Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks including the Environmental, Social, Health and Safety (ESHS) aspects] to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. In particular, please include a detailed description of each phase of your technical proposal which include Data Collection, Functional and Technical Program, Conceptual Design, Equipment Planning, Tender Documents for DBM tenders and other services. Please do not repeat/copy the TORs in here.}

*b)* ***Work Plan and Staffing***

{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports and documents. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert and understanding of the legal requirements in the Client’s country and the Client requirements for the services to be rendered under this assignment. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

*c)* ***Comments (on the TOR and on counterpart staff and facilities)***

{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

Form TECH-5 **(for FTP and STP)**

**Work Schedule and planning for deliverables**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Deliverables** 1 **(D-..)** | **Months** | | | | | | | | | | | |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **.....** | **n** | **TOTAL** |
| **D-1** | **Data Collection** |  |  |  |  |  |  |  |  |  |  |  |  |
|  | {must include Data Collection Report  Site Visit Report  Basis of Project  Geo-technical Analysis} |  |  |  |  |  |  |  |  |  |  |  |  |
| **D-2** | **Functional and Technical Program** |  |  |  |  |  |  |  |  |  |  |  |  |
|  | {must include Site Analysis, Functional Programming, Technical Programming, Development of Environmental Guidelines} |  |  |  |  |  |  |  |  |  |  |  |  |
| **D-3** | **Conceptual Design**, two (2) different Concept Designs( Pre-design, site analysis, schematic design) |  |  |  |  |  |  |  |  |  |  |  |  |
|  | {must include Architectural Design, Structural and Seismic Design, Infrastructure Design/Utility, Reports, other services} |  |  |  |  |  |  |  |  |  |  |  |  |
| **D-4** | **Equipment Planning** |  |  |  |  |  |  |  |  |  |  |  |  |
|  | {must include list and specifications} |  |  |  |  |  |  |  |  |  |  |  |  |
| **D-5** | **Tender Documents** **for DBM tenders** |  |  |  |  |  |  |  |  |  |  |  |  |
| **D-6** | Other |  |  |  |  |  |  |  |  |  |  |  |  |
|  | … |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals, authorities’ approvals, licenses and permits. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase. Include any and all phases required for proposal evaluation in line with listed limits.

2 Duration of activities shall be indicated in a form of a bar chart.

3. Include a legend, if necessary, to help read the chart.

Form TECH-6 **(for FTP and STP)**

**Team Composition, Assignment, and Key Experts’ inputs**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Name** | **Expert’s input (in person/month) per each Deliverable (listed in TECH-5)** | | | | | | | | | | | | | **Total time-input**  **(in Months)** | | |
| **Position** |  | **D-1** |  | **D-2** |  | **D-3** | **........** |  | **D-...** |  |  |  | **Home** | **Field** | **Total** |
| **KEY EXPERTS** | | | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| K-1 | {e.g., Mr. Abbbb} | [Team Leader] Role, Licence | [*Home]* | [2 month] |  | [1.0] |  | [1.0] |  |  |  |  |  |  |  |  |  |
| [*Field*] | [0.5 m] |  | [2.5] |  | [0] |  |  |  |  |  |  |  |  |
| K-2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| K-3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** | | | |  |  |  |
| **NON-KEY EXPERTS** | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N-1 |  |  | [*Home*] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| [*Field*] |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N-2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** | | | |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Total** | | | |  |  |  |

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

Full time input

Part time input

**Form TECH-6**

**(Continued)**

**CURRICULUM VITAE (CV)**

|  |  |
| --- | --- |
| **Position Title and No.** | {e.g., K-1, TEAM LEADER} |
| **Name of Expert:** | {Insert full name} |
| **Date of Birth:** | {day/month/year} |
| **Country of Citizenship/Residence** |  |

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

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

**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

|  |  |  |  |
| --- | --- | --- | --- |
| **Period** | **Employing organization and your title/position. Contact information for references** | **Country** | **Summary of activities performed relevant to the Assignment** |
| [e.g., May 2005-present] | [e.g., Ministry of ……, advisor/consultant to…  For references: Tel…………/e-mail……; Mr. Hbbbbb, deputy minister] |  |  |
|  |  |  |  |
|  |  |  |  |

**Membership in Professional Associations and Publications: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Language Skills (indicate only languages in which you can work): \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Adequacy for the Assignment:**

|  |  |
| --- | --- |
| **Detailed Tasks Assigned on Consultant’s Team of Experts:** | **Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks** |
| **{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)** |  |
|  |  |
|  |  |

**Expert’s contact information:** (e-mail …………………., phone……………)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of Expert Signature Date

{day/month/year}

Name of authorized Signature Date

Representative of the Consultant

(the same who signs the Proposal)

**Form TECH-7**

**Code of Conduct**

**Environmental, Social, Health and Safety (ESHS)**

The Consultant shall submit the Code of Conduct that will apply to the Consultant’s Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice as may be more fully described in the following: .

1. *[the Terms of Reference described in Section 7];*
2. *[Environmental and Social Impact Assessment (ESIA)];*
3. *[Environmental and Social Management Plan (ESMP)];*
4. *[Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project)]; and*
5. *[specify any other relevant document/s]*

# Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs

**Form FIN-1**

**Financial Proposal Submission Form**

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for for Feasibility Study of “Construction of a new University Children's Hospital in Belgrade” in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, *excluding of all indirect local taxes in accordance with ITC 25.1 in the Data Sheet.* The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address Amount and Purpose of Commission

of Agents Currency or Gratuity

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (of Consultant’s authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company’s name or JV’s name):

Capacity: {insert the person’s capacity to sign for the Consultant}

Address: {insert the authorized representative’s address}

Phone/fax: {insert the authorized representative’s phone and fax number, if applicable}

Email: {insert the authorized representative’s email address}

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

**Form FIN-2 Summary of Costs**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item | **Cost** | | | |
| {Consultant must state the proposed Costs in accordance with ITC **16.4 of the Data Sheet**; delete columns which are not used} | | | |
| {*Insert Foreign Currency # 1*} | {*Insert Foreign Currency # 2, if used*} | {*Insert Foreign Currency # 3, if used*} | {*Insert*  *Local Currency, if used and/or required (16.4 Data Sheet*} |
| **Cost of the Financial Proposal** |  |  |  |  |
| Including: |  |  |  |  |
| (1) **Remuneration** |  |  |  |  |
| (2)**Reimbursables** |  |  |  |  |
| **Total Cost of the Financial Proposal:**  {Should match the amount in Form FIN-1} |  |  |  |  |
| **Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded** | | | | |
| 1. {insert type of tax. e.g., VAT or sales tax} |  |  |  |  |
| 1. {e.g., income tax on non-resident experts} |  |  |  |  |
| 1. {insert type of tax} |  |  |  |  |
| Total Estimate for Indirect Local Tax: |  |  |  |  |

**Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).**

FORM FIN-3 Breakdown of cost

{Note that this table must contain the same deliverables and activities as listed in Consultant’s technical proposal}

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Remuneration stages and milestones** 1 **(F-..)** | | | **Cost (indicate currency #1)** | | **Cost (indicate currency #2 if used)** | **Cost (indicate currency #3 if used)** |
|  | |  |  |
| **F-1** | **Data Collection** | | |  | |  |  |
| **F-2** | **Functional and Technical Program** | | |  | |  |  |
| **F-3** | **Conceptual Design** | | |  | |  |  |
| **F-4** | **Equipment Planning** | | |  | |  |  |
| **F-5** | **Tender Documents for DBM tenders** | | |  | |  |  |
| **F-6** | **Other** | | |  | |  |  |
|  | |  |  | |
|  | |  |  | |
| … | TOTAL | | |  | |  |  |

*Please indicate information relevant for payment terms negotiations, if any*

# Section 5. Eligible Countries

**In reference to ITC 6.3.2,** for the information of Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): none

Under the ITC 6.3.2 (b): none

# Section 6. Fraud and Corruption

**(This Section 6, Fraud and Corruption shall not be modified)**

**Statement of Integrity**

|  |  |
| --- | --- |
| Name of consultant: | **[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]** |
| Full official address: | **[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]** |
| Official legalform[[1]](#footnote-1): | **[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]** |
| Legal registration number[[2]](#footnote-2): | **[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]** |
| VAT number: | **[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]** |

Name of person who will sign this form (representative legally authorised to represent the tenderer or consultants vis-à-vis third parties and acting on behalf of the above-mentioned company or organisation):

|  |  |
| --- | --- |
| In the capacity of (insert legal capacity) | **[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]**  **[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]** |

We declare and covenant that neither we nor anyone, including any of our directors, employees or agents, joint venture partners or sub-contractors 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, goods or services for *[specify the contract or tender invitation]* (the “Contract”) and covenant to inform the Client 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 Statement.

For the purposes of this Statement, the following definitions are adopted:

1. corrupt practices mean offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party (natural or legal person including any Public Official as defined below), or the threatening of injury to his party, employment, property, rights or reputation, in connection with any procurement process or in the execution of any contract in order that any person may obtain or retain business improperly or obtain any other improper advantage in the conduct of business
2. fraudulent practices mean any act or omission, including a misrepresentation, dishonest statement or act of concealment, that knowingly or recklessly misleads, or attempts to mislead, or improperly influence, a party (natural or legal person) to obtain a financial or other benefit, or to avoid an obligation, or to is designed to establish tender prices at non-competitive levels and to deprive the Project Owner of the benefits of fair and open competition, and includes collusive practices (whether before or after tender submission) among tenderers or between a tenderer and a consultant or a representative of the Project Owner.
3. coercive practices mean impairing or harming, or threatening to impair or harm, directly or indirectly, any party (natural or legal person) or the party's property so as to influence improperly that party's actions;
4. collusive practices mean an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
5. prohibited practice means any act that is a corrupt practice, a fraudulent practice, a coercive practice or a collusive practice.
6. “Project Owner” means the person designated as such in the tender documents or the Contract.
7. “Public Official” means any person holding a legislative, administrative, managerial, political or judicial post in the country, or exercising any public function in the country; or a director or employee of a public authority or of a legal person controlled by a public authority od any country; or a director or official of a public international organisation.

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 THE CLIENT and to whom THE CLIENT shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Statement.

If (i) we have been, or any 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, goods or services during the five years immediately preceding the date of this Statement, 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, THE CLIENT will find herewith details of that conviction, dismissal or resignation, together with details of the measures that we have taken, or shall take, to ensure that neither we, 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, we grant the Client, Project Owner, European Investment Bank, and auditors appointed by it/them, as well as any competent authority, and any authority having competence under European Union law, the right of inspection of our records. We accept to preserve these records generally in accordance with the law applicable to the Contract but in any case for at least six years from the date of substantial performance of the Contract.

We also declare and covenant that we are not in any other case of disqualification and that:

1. we are not subject to bankruptcy or being wound-up, we have not suspended business activities, we do not have our affairs administered by the courts, we have not entered into any arrangement with creditors, and that we are not in any analogous situation arising from a similar procedure under national laws or regulations;
2. we have not been convicted of an offence concerning our professional conduct by a judgement which has the force of res judicata;
3. we have not been guilty of any grave professional misconduct proven by any means which the contracting authorities can justify;
4. we have fulfilled our obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the country in which we are established or those of the country where the Contract is to be performed;
5. following another tender procedure or the procedure for the granting of a subsidy funded by the budget of another international organisation, we have not been declared in serious breach of Contract for failure to comply with our contractual obligations.

We are fully aware that any tenderer is also excluded from the award of a Contract when, at the time of the tender procedure, it:

1. finds itself in a situation of conflict of interest;
2. has been found guilty of false declarations in supplying the information demanded by the contracting authority for its participation in the Contract or has not supplied this information.

In this respect, we undertake, in the event that we are awarded the Contract, to produce and communicate to the Client at its request, before or after the signing of the Contract, all official documents such as recent extracts from the criminal record or certificates or equivalent recent documents containing the declarations required for this purpose and to the full satisfaction of the Client certifying that the different cases of exclusion from tender procedures mentioned above are not applicable in this case.

|  |  |
| --- | --- |
| Signature and stamp of tenderer: | **[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]** |
| Date: | **[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]** |

**Section 7. Terms of Reference**

**Consultancy Services for Feasibility Study of “Construction of a new University Children's Hospital in Belgrade” ()**

* 1. **INTRO****DUCTION AND BACKROUND**

The objective of the Project is the Construction of a new University Children’s Hospital (UCH) in Belgrade.

**Latest developments**

The project initially envisaged the construction, on a contiguous plot to the existing Children’s hospital located on Tiršova Street of a separate new facility connected to the existing building which would recover its initial external shape. The initial objective was to reach a capacity of 350 beds with a net to gross area, comparable to Western European norms.

However, the PFS carried out in 2016 underlined several legal, regulatory, technical and organizational constraints related to the land selected for the construction of the new facility and warned against a high execution risk. Consequently, the Serbian authorities set up a coordination group (CG) lead by the cabinet of the Prime Minister and involving three key Ministries (Construction, Health and Education) as well as the Mayor of Belgrade. After a thorough exploration, the CG selected a new location, on the east bank of the Sava River, next to the new Clinical Centre of Serbia, thus offering many synergies between the two facilities. Access to this new location is also more convenient, next to the highway crossing the city.

The PFS also recommended downsizing the initially targeted number of beds to 288, including 34 in the ambulatory services.

Hence the Feasibility Study will aim at increasing the level of confidence of CEB and Serbian stakeholders on the assumptions made in the PFS, so that the cost of construction, medical equipment and start-up are confirmed or amended, thus to ensure project sustainability.

* 1. **PROJECT OBJECTIVES**

**Scope**

The objective of the project ref. FIP 17945 is the construction of a new University Children’s Hospital in Belgrade replacing the existing infrastructure.

Estimated total costs of the Project (Design, Build, Equipment, Maintain): 75.000.000 EUR

The final goal is to contribute to the provision of highly specialized health services for children’s medicine at tertiary level, along with the modernization and increase in the efficiency of procedures, rise of quality of services and better use of existing human resources.

The specific objectives are:

* Supplementing the lacking capacities and establishing European standards of treatment procedures – diagnostics, therapy and related services;
* Ensuring flexibility of the new facility in a way that enables adaptation to the progress in medical procedures, organization and technology, thus increasing the sustainability of the infrastructure.

The next step is to further develop the feasibility of the project, by complementing and updating the findings from the Pre-Feasibility Study (PFS). Since the PFS recommended to adopt a Design-Build-Maintain (DBM) approach with a five year maintenance contract to be approved by the Serbian stakeholders, the Feasibility Study will also cover the production of the detailed Functional and Technical Program, conceptual schematic design[[3]](#footnote-3) as well as medical equipment and outline specifications, that are key documents on which DBM bidders will base there offers in the framework of the tender process. The firm that will be carrying out the Feasibility Study will, finally, be in charge of preparing the Tender Dossier, including the Terms of Reference that will enable the Serbian stakeholders to select the company that will execute the Design-Build-Maintain phase. BIM implementation will be required to ensure the quality of documentation in line with international industry standards.

* 1. **THE CONSULTANTS' DUTIES**

Carry out the detailed Programming, Conceptual Design and Medical Equipment Specifications for the New Tiršova Children’s Hospital. The particular goal of this mandate is to have design output / outline generic specifications, design proposal and medical equipment specifications which are to be included in the works bidding documents.

The Consultants are responsible for the establishment of a design group who are experienced in the preparation of above mentioned sub-disciplines for the hospital. Therefore, the Consultants shall indicate the staff to be assigned in the preparation of designs and documents by indicating positions planned to be assigned for each staff in their proposal either in-house or as sub-consultants.

The Consultant has also to ensure that all information and data necessary for hospital programming and design are available when establishing the design group. If discovering any lacks of information and data during Data Collection Stage, the Consultant has to advise the Client. The Consultant should be able to establish an Expert-Team, experienced in Planning and Programming Health Care Providing Systems.

The Consultants shall prepare and complete all plans of buildings, including all required calculations at Conceptual and Schematic Design Stage, and submit to the Client for approval.

Since any delay in the preparation and the completion of the designs and related documents will directly affect planned commencement date for construction works and construction period, the Consultants will prepare all designs and documents with due care and diligence during the envisaged period so as not to cause any delay. And these designs shall be prepared taking the Public Investment Management Office and the Ministry of Health demands into account to assure the usage purpose of Health Facilities.

* 1. **SERVICES REQUIRED FOR THE FEASIBILITY STUDY**
     1. **PREPARATION OF DESIGN OUTPUT**

The selected Consultant will perform the following activities:

Carry out the Conceptual and Schematic Design of the hospital in accordance with the international standards, applicable EU Legislation and meet the technical requirements and the specific functions of the units as well as the requirements defined in the Pre-Feasibility Study (PFS) conducted in 2016. The particular purposes of this activity are to have design Specifications and a Concept and Schematic Design, which will be included in the works bidding documents.

During this stage; The Consultants are responsible for the establishment of a Concept and Schematic design group who are experienced in the preparation of architectural, structural, electromechanical, HVAC landscaping, medical planning and operation and maintenance of the hospitals. Therefore, the Consultants shall indicate the staff to be assigned in the preparation of designs and documents by indicating positions planned to be assigned for each staff in their proposal.

All design works will be peer reviewed at all stages by the national/international professionals/peer reviewers and/or consultant assigned by the Client. The consultants should have to revise the designs as per the comments assigned by the Client.

* + - * The Hospital will be designed with BIM (Building Information Model) according to the ISO 29481-1:2010 “Building information modeling - Information delivery manual - Part 1: Methodology and format”, ISO 16739:2013 “Industry Foundation Classes (IFC) for data sharing in the construction and facility management industries”, PAS 1192-2:2013 and other relevant codes.
      * The hospital shall be designed for maximum energy efficiency and shall achieve the minimum silver **LEED** (Leadership in Energy & Environmental Design) objectives.
      * The hospitals shall achieve appropriate levelin ***“Baseline Resilience Objectives for Design Level Earthquake”*** according to the **REDi™ Rating Systems** (Resilience- based Earthquake Design Initiative for the Next Generation of Buildings).
      * The seismic design targets to cover the “Operational Building” performance level in DBE (Design Basis Earthquake) and “Immediate Occupancy” performance level in MCE (Maximum Credible Earthquake) according to ASCE/SEI 41-06. Thus, the structural system of the hospital is reinforced concrete and the design covers seismic base isolators for an earthquake resistant hospital complex.
      * The Consultant is responsible for the **design of the whole hospital** within the site boundary but not only the buildings itself.
      * The Consultant is responsible for an effective designin terms of **GFA/UA (Gross Floor Area / Usable Area)** and should prove that the design is within the accepted international common practice.
      * The Consultant will calculate and ensure safety of the slope stability for the excavated areas considering the geotechnical report to be prepared by another consultant prior to the present mandate.
      * **Building Information Modelling**
  1. The Consultant shall implement BIM design processes for the concept design of the Project.
  2. At the outset of the Project, a BIM execution workshop shall be held with the Consultant, and a BIM execution strategy document shall be developed and issued.
  3. The Consultant shall implement the BIM execution strategy making use of BIM methodologies in all aspects of its work as a comprehensive combination of both 3D geometry and the associated information about the components within the design.
  4. The BIM execution strategy document shall define the BIM principles, BIM uses and responsibilities for the Consultant. The document should, at minimum, include the following (but not limited to):
     1. the modelling and drafting Standards to be used, as well as the number and structure of the BIM models;
     2. the level of details and level of information (LOD and LOI, respectively) to be implemented in each /4D/5D BIM model;
     3. The Project BIM model handed over by the Consultant upon completion of this phase of the project must be developed to reflect the concept design, as per LOD and LOI levels defined in the previous point, expected to be up to LOD 200 as defined by the American Institute of Architects (AIA) and the BIM Forum Level of Development Specification 2016.
     4. the BIM software platform and its version to be used throughout by the Consultant - All disciplines shall use the same (latest) software;
     5. the use of BIM models and appropriate BIM uses, analyses and simulations for design review within the Consultant;
     6. the processes for the hand-over and sharing of data between teams;
     7. process descriptions along with procedures, inputs and outputs for each of the mentioned BIM uses - Clash detection and inconsistencies detection, development of Quantity take-offs with visualizations extracted from the BIM model for BoQ and tender preparation 4D (time information linked to model) and 5D (cost information linked to 4D model) simulations for construction planning
     8. the format of contractual deliverables.
  5. Production of this document and the implementation of the processes defined within it shall be the responsibility of the Consultant.
  6. The Consultant shall prepare the design as a set of individual BIM models in the correct coordinate space and level datum of the Project to suit its design efforts.
  7. The Consultant should implement the following BIM uses in the project: Clash detection and inconsistencies detection, development of Quantity take-offs with visualizations extracted from the BIM model for BoQ and tender preparation, 4D (time information linked to model) and 5D (cost information linked to 4D and model) simulations for construction planning.
  8. The Consultant shall produce a comprehensive model incorporating its multidisciplinary designs by using an industrial standard of BIM software; capable of integrating inputs from multiple proprietary computer aided design and drafting (CADD) applications (the model) based on the outline BIM proposal.
  9. The Consultant shall integrate inputs from the disciplines into the BIM models, also site investigations and surveys, inputs from stakeholders and third parties.
  10. The Consultant shall implement all required BIM uses and their respected outputs (reports, analyses, visualizations, and simulations) though a BIM software platform supporting all the mentioned BIM uses.
  11. Where information from stakeholders or third parties is not supplied in a compatible 3D format the Consultant shall re-format or reproduce such data as necessary for its accurate incorporation into the model.
  12. The Consultant shall develop in conjunction with the Structural Engineer a coding structure for all elements of the model and shall ensure that the coordinated model complies with the coding structure.
  13. The Consultant shall identify from the model all conflicts and clashes and the design shall be developed to resolve these conflicts and clashes.
  14. The Consultant shall develop BoQ from the BIM model (where applicable due to design information available), along with visualizations from the BIM model
  15. The Consultant shall develop 4D and 5D simulations of the expected construction sequence and as per the initially planned construction schedule, outlining the time (4D) associated to each element of the BIM model, as well as its cost (5D).
  16. The Consultant shall incorporate the requirement to develop and maintain the model into the Authority’s Requirements for the potential D&B contract(s). The design Consultant shall make available a soft copy of the model (or extracts of the model to suit the procurement strategy) along with the original format BIM models and CAD information as agreed with the Structural Engineer for inclusion in the tender and contract documents for any such D&B contract(s).
  17. The Consultant shall incorporate into the Authority’s Requirements the provision of a license to use the Consultant’s design represented fully in the models solely for the purposes of tendering, design, construction, operation and maintenance of the Project Works.
  18. The Consultant shall be responsible for the accuracy and management of the model up to the transfer of responsibility for the development of the model to the Contractor(s) on award of the contract(s). This includes D&B Contractor(s) if such a procurement approach is adopted.
  19. Resumes of the key personnel to be assigned in the project, including the sub-consultants key personnel, indicating the name, title, position, age, last graduated school, graduation year, total years of experience and the period of employment with the Bidder for all the technical personnel of the Bidder and the sub-consultant.
  20. All drawings (.dwg files) shall be produced from BIM software, and drawings shall compatible with 3D model.
  21. All schedules, BoQ and 5D simulations shall be produced from the BIM models according to Client cost control system (where applicable due to design information available).
  22. All technical specifications shall be compatible with the BIM models.

1. **Data Collection Stage**

Before the commencement of the design works, the Consultant will be responsible to collect the updated necessary legal documents and any other documents necessary for design works according to the Belgrade Zoning Legislation from the related public institutions on behalf of the Client.

The Consultant will have access to a **geotechnical investigation** report complying with the current specifications and regulations in the format and content of Serbia / Office of Environment and Urbanization of the city of Belgrade.

Data Collection Stage Report shall include at least the following:

* 1. Data Collection Report
  2. Site Visit Report
  3. Basis of Project
  4. Geo-technical Analysis

The Consultant is also responsible for the review of the PFS with regard to the following aspects:

* Mission and vision of the hospital project, aims and goals
* Health services profile (major diseases to be treated, medical disciplines, departmental structure, etc.)
  + inpatient services
  + outpatient services
  + associated services
* Patient groups, targeted by the hospital, by kind and quantity
* Target market, market share and projected workloads per service
* Additional mission in education
* Necessity of support and auxiliary facilities for hospital operation
* Schedule of Accommodation
* Equipment program
* Staffing

The Consultant should provide the Client with a project-specific initial questionnaire to ensure that all information and data can be prepared prior to commencement of programming and design works.

1. **Functional and Technical Programming Stage**

From the data and preliminary programming developed in the Pre-Feasibility Study, the Consultant will develop a Detailed Functional and Technical Program listing all functional spaces, including circulation, and indicating the area required for each function/space as well as their functional requirements and interdependence with other space/function. This should be presented for approval by the client in the form of a detailed space program and functional block diagram.

The Consultant shall develop the Program within the philosophy, capacity and workloads of the PFS. Any deviation from the requirements of the PFS shall be discussed and approved by the Client. No interviews/meeting shall take place besides the representatives of the Public Investment Management Office.

The detailed Program and functional diagram will be the basis for the Conceptual Design. The Output specifications of the Program will include the following:

Output 1: Site Analysis

The Consultant will review and analyze the Pre-Feasibility Study in order to raise issues that shall be answered by the Client. The Consultant will consult with local Authorities concerning zoning regulations, parking requirements and any factors affecting the site development. A document will be produced on Key Site and Building design Criteria.

Output 2: Functional Programming

The objectives of this second step are to prepare a broad functional and space brief to accommodate the hospital requirements over a 20 years period.

Master Facility Planning is by its nature a “long lead time” process. Facility oriented programs, particularly those that require major reconstruction or construction require many years to implement.

In addition, in the design of the hospital, the following issues will be also taken into consideration:

* Functional departments/areas and their relationships for optimized service delivery;
* Space programming (sizing) of functional departments and service units;
* Patient and visitor flow and space allocations;
* Separation of inpatient and outpatient flows;
* Design reinforced infection control;
* Circulation and supply optimization (distance matrix);
* Minimization of maintenance requirements of the building envelope and the materials used;
* Maximizing of the benefits of natural lighting and ventilation.

Where applicable, visualizations from the BIM model should be provided to show that the mentioned issues were taken into consideration.

Flexibility

One of the most important factors in Hospital Planning is infrastructure flexibility. Clinical protocols, medical practices, teaching curriculum and technology progress constantly so the facilities must respond to these changes. The Consultant shall demonstrate how the proposed plan will enable this degree of flexibility. For instance, he may opt for a very compact structure which enables the sharing of diagnostic and treatment equipment, or a more traditional approach where clientele-based program are self-sufficient within freestanding facilities.

This step will provide a description of activities to take place in the service, operational guidelines and functional diagrams of each department.

Output 3: Technical Programming

The technical program identifies technical and space conditions which will determine the nature of the future facility. It will include a Schedule of Accommodation for each department (based on the PFS) and technical performance requirements relating to Facility systems and assemblies.

The Technical Program will also contain technical performance requirements relating to the components and materials. This subsection shall be organized into 17 major heading that corresponds to the 17 divisions of the Construction Specification Institute specifications format.

This step will provide the review of the room-by-room list (from the PFS) for each hospital component in net and gross areas, along with technical specifications for the building systems and data sheets for each room.

Where applicable, visualizations from the BIM model should be provided to demonstrate the specifics of the technical program.

Output 4: Development of Environmental Guidelines

In complement to the technical specifications, the Consultant will develop a series of objectives and guidelines related to the hospital environment. These will describe desired type and feel of environments for the varied user groups (clinicians, researchers, teachers, students, inpatients, outpatients, visitors and various types of workers).

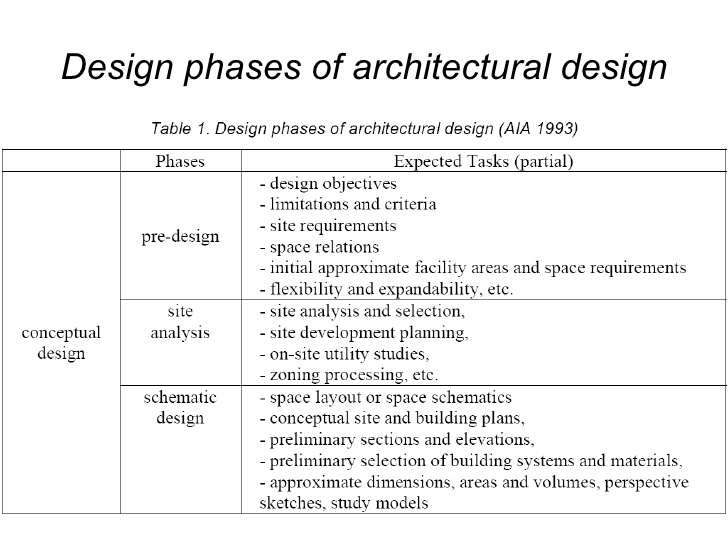
It is just as essential to create healing environments for the staff as it is for patients. Physicians, nurses and ancillary staff are very much affected by their working environment. It is very hard to help patients heal and recover in inhospitable, cold and impersonal spaces. Lounges and social space for staff are an important component in the creation of a healing environment.

We envision the future hospital as part of a Healing Community, where the physical environment supports the e[xpansion of health care boundaries. Working with various community partners, organizations are redefining health care to include the health and wellness of the larger community.](http://www.planetree.org/about/planetree@planetree.org)

1. **Conceptual Design Stage**

The Consultant shall prepare, **two (2) different Concept Designs** of Tiršova Children’s Hospital considering international standards, applicable EU Legislation and relevant regulations and requirements of the Ministry of Health taking into account and as a result of the orientation, site investigation and negotiation with Ministry of Health. The Client will select one option to be developed further to Schematic Design stage.

Content of Concept Design is defined as Stage 2 of the RIBA Plan of Work 2013 or as Phase 1 Conceptual Design of the AIA Document B-101 2017. The tasks as described by the AIA are shown below:



The Consultant will examine the construction sites together with the information provided in Data Collection Stage in order to make required analyses and evaluations.

The Consultant shall prepare a Concept Design considering the:

* Information collected in Data Collection Stage Report,
* Guideline for Minimum Design Criteria in Serbian Healthcare Facilities
* Related International Standards and regulations,
* Inputs of the Client, Provincial Directorate of Health and Ministry of Health.

After that, the Consultant shall submit concept designs of the buildings to Client for approval (in 1/200 and 1/500 scale). Concept design will include at least the following;

* 1. **Architectural Design**
     1. **Site Plan:** Concept site planning, including the required security, locations of the building(s), site access
     2. **Floor Plans:** Floor plans at 1:200 scale for large buildings and 1:100 for small buildings.
     3. **Key Sections:** Transversal and longitudinal sections of the buildings for significant locations.
     4. **Exterior Elevations:** Concept elevations of all facades and sketches indicating the building mass of concept.
     5. **Isolation Interface**: Possible location of the seismic isolators and approximate quantity of the isolators. Description of the additional requirements (eg. retaining walls, seismic gaps etc.) due to the choice of isolation interface
     6. **Landscaping:** Completed space program extended to total gross area.
     7. **Other Illustrative Materials:** Renderings, models, computer simulations, or additional drawings needed to adequately present the concept.
     8. Phasing Concept
     9. BIM model
  2. **Structural and Seismic Design**
     1. Major seismic resistance concepts (i.e. use of isolators with or without dampers etc.)
     2. Floor plans
     3. Sections
     4. BIM model
  3. **Infrastructure Design/Utility**

All existing off-site and on-site public utility support services shall be identified. All additional off-site and on-site utility support services shall be identified, including the public utility support services used and connected to, and all other utility support services that must be developed as part of this project.

* + 1. BIM model
  1. **Reports**
     1. Architectural Design Report
     2. Structural and Seismic Design Report
     3. MEP / HVAC Report
     4. Medical Equipment and Outline
     5. **Site Visit Report:** A written narrative with appropriate photographic material discussing the feasibility of the project, special problems and opportunities.
     6. **Cost Estimation:** The Consultant will prepare a construction cost analysis using Local Construction Market Prices and quantity surveys.
     7. **BIM reports:** Clash detection analysis report showing no clashes are present in the design; Quantity survey report, with quantities and visualizations produced from the BIM model; initial 4D and 5D simulations of the construction process using the BIM model, integrating the time and cost estimates
  2. **Other Services:** Water tanks, car parks, medical waste depots, watchman’s cabins, heating centers transformer and generator buildings, helipads etc. shall be considered within the scope of the project.
     1. BIM model

The needs of handicapped people will be reflected in all designs.

The Client may require the Consultant to revise one of the two Concept design or provide an additional design to reflect comments and recommendations. This is as of the normal development of the project and no additional cost to the Client.

Finally the Concept Design by revisions will be chosen and must be approved by Client, the Provincial directorate of Health and the Ministry of Health for refinement and development.

1. **Equipment P****lanning Stage**

The Consultant is responsible for the establishment of a design group who is experienced in the preparation of the Public Health Facilities equipment lists and specifications.

Therefore, the Consultant shall separately indicate the staff to be assigned for preparation of lists for the medical equipment by indicating positions planned to be assigned for each staff in their proposal.

From the preliminary medical equipment list provided in the PFS, the Consultant shall review the proposed program and develop technical specifications for the identified medical equipment. These specifications shall be in accordance to the room data sheets developed in the Technical Program using the codes provided in the PFS.

The Consultant is expected first to define the extent and type of the medical equipment to be installed in the Hospitalin accordance with the specifications of the first class materials satisfying the national standards, applicable EU Legislation, if not international standards. Subsequently, the Consultant shall consult with the Public Investment Management Office to assess its requirements in regard to the medical equipment to be procured and then compile and submit a detailed list and cost estimates of the proposed list of the spatial equipment together with draft room equipment lists and room equipment layouts. Such room equipment lists/layouts will also indicate the furniture that will be necessary for the support and use of the all sort of equipment specified.

The proposed list of the equipment shall be discussed with the Client for final approval.

Room equipment lists and layouts to be prepared by the Consultant shall be in compliance with the designs of the relevant health facilities. On these layouts, necessary furniture in connection with the spatial equipment to be installed shall also be shown as mentioned above.

During the preparation of the final documents in relation with medical equipment, the Consultant shall also consider the mechanical, electrical and other engineering designs of the buildings and make necessary revisions on such designs accordingly in order to minimize the problems which might be faced during the assembly of the equipment in the health facilities.

The informative delivery time schedule for the spatial equipment and the furniture will be also provided by the Consultant to avoid any interruption in the construction progress.

1. **Development of Tender Documents Stage**

The Consultant shall produce Tender Documents for the invitation of bidders on the D&B contract. As a minimum, the following documents shall be produced:

* A letter of [invitation to tender](https://www.designingbuildings.co.uk/wiki/Invitation_to_tender).
* The [form of tender](https://www.designingbuildings.co.uk/wiki/Form_of_tender).
* [Preliminaries](https://www.designingbuildings.co.uk/wiki/Preliminaries): including [pre-construction information](https://www.designingbuildings.co.uk/wiki/Pre-construction_information) and [geotechnical](https://www.designingbuildings.co.uk/wiki/Site_waste_management_plan) study (if required).
* The [form of contract](https://www.designingbuildings.co.uk/wiki/Construction_contracts), [contract conditions](https://www.designingbuildings.co.uk/wiki/Contract_conditions) and amendments. This includes a [model enabling amendment](https://www.designingbuildings.co.uk/wiki/Model_enabling_amendment) for [building information modelling](https://www.designingbuildings.co.uk/wiki/Building_Information_Modelling) ([BIM](https://www.designingbuildings.co.uk/wiki/Bim)), making a [BIM protocol](https://www.designingbuildings.co.uk/wiki/BIM_protocol) a contractual document, with all necessary BIM requirements, standards and uses.
* A [tender pricing document](https://www.designingbuildings.co.uk/wiki/Tender_pricing_document) (or [contract sum analysis](https://www.designingbuildings.co.uk/wiki/Contract_sum_analysis) on [design and build](https://www.designingbuildings.co.uk/wiki/Design_and_build) projects).
* [Employer's information requirements for BIM](https://www.designingbuildings.co.uk/wiki/Employer%27s_information_requirements_for_BIM), including BIM Uses and deliverables.
  + Everything stated in section Building Information Modelling of this project as a requirement should be reflected in the information requirements for further design, construction and facility maintenance stages of the project. LOD and LOI levels and specific requirements for other BIM uses should be developed and detailed accordingly. Development of Clash Detection, Quantity Takeoffs from the BIM models, 4D and 5D construction simulations as well as using 6D BIM in the Facility Maintenance stage should be included in the Employer Requirements BIM Uses and explained in more detail.
* Functional and Technical Program
* [Design drawings](https://www.designingbuildings.co.uk/wiki/Design_drawings) and notes.
* Medical Equipment [Specifications](https://www.designingbuildings.co.uk/wiki/Specifications).

1. **OTHER DUTIES OF THE CONSULTANT**

In addition to the duties outlined in the proceeding paragraphs relating to the Project components, the Consultant shall also carry out the following duties on behalf of the Client:

* 1. Investigate and obtain available data and information relating to the Project and to the specific components such as urban regulations, local building codes, etc
  2. Co-operate with and assist the Client as may be required in obtaining consents from outside persons having rights or powers in connection with the Project works such as the city planning commission
  3. Application to the local or other relevant authorities for the principle issues regarding the design of project components,
  4. Prepare the list of documents which will be required for obtaining the Construction Permit from the Municipality or other relevant authority and assist the Client.
  5. Provide recommendations to the Client by making necessary evaluations on investigations or tests that might be required for the proper designing of the works covered by the project,
  6. Make any reasonable modification to documents, reports, etc. as may be approved by the Client during the various stages of approval,
  7. Attend any meetings requested by the Client and provide any information or evidence required by the Client at any inquiries in connection with the Project.
  8. The Consultant will provide one license to the PIMOfree of charge for the software he selected for the BIM (Building Information Model)application for BIM model review and analyses.

1. **TIME SCHEDULE**

During the study period it should be noted by the Consultant that prepared designs/details/calculations/reports/specifications and other documents submitted to the Client for approval will be reviewed by the Client and approved or returned for revision and/or resubmission within 15 calendar days. If necessary, the Client may extend this period.

The Consultants shall submit all the documents in a timely manner to complete the services on time as soon as possible. Time schedule for the completion of the consultants’ services (excluding the duration required for Clients approval) for the various parts of the Project is given below;

* **Data Collection Stage:** The Services in relation with this stage as specified above shall be completed within 30 calendar days from the Contract signing date.
* **Programming/Medical Equipment Planning Stage:** The Services in relation with this stage as specified above shall be completed within 120 calendar days from the Contract signing date.
* **Conceptual Design Stage:** The Services in relation with this stage as specified above shall be completed within 180 calendar days from the Contract signing date.
* **Final Documentation Stage:** The Consultants shall complete the studies and the Tender Documents for DBM tenders in 240 calendar days from the Contract signing date.

1. **SUBMISSION OF REPORTS, D****RAWINGS AND DOCUMENTS**

The Consultants shall prepare and submit to the Client various reports, drawings, BIM models, analyses and document that are specified in or that are implied from these Terms of Reference in respect of various components of the Projects as described in the Terms of Reference.

These reports, drawings and other documentation relate to the various stages of the Consultants' Services including, but not necessarily limited to;

For Design Works:

* Data Collection Stage
* Concept Design Stage
* Tender Documents for DBM contract

The Consultants shall prepare and submit a report satisfactory to the Client each calendar month, The Consultants shall also clearly indicate in the report whether the delay (if any) of any part of the works will cause any delay in the completion of the whole Works. The report shall also give information about personnel employment status of the Consultants.

The report shall be submitted to the Client by the tenth day of following month. Any comment by the Client on the report shall be reviewed and the report shall be modified and re-submitted to the Client within 7 (seven) calendar days.

The requirements for the submission of reports, drawings and other documentation are given below. Reports shall be prepared in English language. The metric system of weights and measures shall be used.

Submission shall be as follows:

1. General

Format of Reports: A4 or A3, including where appropriate drawings reduced to A3 size.

Format of Drawings: A1 and/or A0 size.

A draft copy of all reports shall be submitted to the Client in advance for discussion purposes following which the Consultants shall be required to prepare the final copy, incorporating any amendments arising from such discussions.

1. Design period for works:

Original of the drawings that shall be submitted to the Client are not included in the following number of copies.

All drawings shall be submitted in hard and soft copies.

Those of the documents and reports not mentioned above but either specified or implied in the contract related to the Design shall be submitted in 5 copies in English language each and in Serbian.

In relation to the ongoing stages of the Consultants Services, the submission requirements given above show the type of documentation that will be required by the Client during the performance of the Services. However, the Consultant shall allow in its fee for the submission of all reports, drawings, documents, etc. either specifically requested in these Terms of Reference the Client may however vary such requirements during the course of the Services to be performed.

Should additional copies be required over to those stated above or specified in these Terms of Reference, these shall be supplied by the Consultants at the cost of reproduction of such documents, reports or drawing to the Client.

Upon the completion of the Feasibility Study, the Consultant shall submit all the original copies of correspondences, documents and drawings relating to the services to the Client together with indices in acceptable files and forms by the Client and as archived. The Consultant shall keep the copies of the documents.

BIM models and related BIM analyses and simulations are to be submitted in electronic format.

1. **SUPPORT TO BE PROVIDED BY THE CLIENT TO THE CONSULTANT**

The Client shall, assist the Consultant in obtaining approvals, permissions from the Municipalities and other State Authorities in respect of the Services to be performed.

The Consultants shall return to the Client all documents if any received from the Client following the completion of the Services to be performed.

1. **STAFF REQUIREMENTS AND RESPONSIBILITIES**

**8.1 GENERAL**

Although the Project is considered as a comprehensive development program of perinatal care in the Republic of Serbia, the major and in particular initial focus will be on design and construction. Correspondingly the Consultant shall assign competent architectural and engineering core professionals with international expertise, who – in support to the PIMO – will assume overall responsibility for the deliverables.

The Consultant’s team shall be headed by an international team leader supported by a team of international as well as national/regional experts. The final composition of staff qualifications offered depends on detailed technical concept proposed.

The Technical Proposal shall clearly define the period of work and the number of international and national experts, stating roles and responsibilities of each team member.

It is understood that the Consultant and its proposed Team Leader is familiar with the particular conditions of the European health sector and the needs of pediatric care. Knowledge of English language is mandatory, in any case unrestricted communication has to be secured.

To avoid conflict of interest, applicants or affiliates must not have any service relations – apart from contracts under international cooperation – with the PIMO during the tender period and, in case of award of contract, during implementation. Any violation of this condition will automatically lead to disqualification of the respective bidder or subcontractor.

**8.2 KEY EXPERTS**

**1 Senior International Expert (Team Leader)**

The Senior International Expert is a Healthcare Specialist (Architect/Engineer or Medical science profile) expected to demonstrate appropriate qualifications and experience for the tasks outlined in this ToR. The expert should have a minimum of 20 years relevant professional experience in developing or transition countries and in design and supervision (or execution) of hospital projects, in particular of children and university clinics, preferably in the region. His professional experience shall be complemented by project management and coordination as well as financial administration and monitoring skills.

The expert shall be able to delegate and manage consulting tasks in areas outside of his knowledge base. He shall have a very good knowledge of the wider social economic and political aspects of the project. Computer literacy including AutoCAD is required.

**1 Senior International Expert (Health Facilities Planner – deputy team leader)**

Trained Architect with at least 15 years of experience. He shall hold a degree in Architecture with 10 years of professional experience in health facilities planning/ design. Computer literacy is required.

**1 Structural Design Engineering Expert**

Trained Structural Design Engineer with a minimum of 15 years of professional experience in building structures. He shall hold a degree in Structural or Civil Engineering. It is considered an advantage if this Expert is a holder of a License by the Serbian Chamber of Engineers*.*

**1 Electrical Design Engineering Expert**

Trained Electrical Engineer with a minimum of 15 years of professional experience in high or low voltage and IT networking systems. He shall hold a degree in Electrical Engineering with minimum 1 appropriate reference in engineering of healthcare facilities. It is considered an advantage if this Expert is a holder of a License by the Serbian Chamber of Engineers

**1 Mechanical Design Engineering Expert**

Trained Mechanical Engineer with a minimum of 15 years of professional experience in HVAC systems. He shall hold a degree in Mechanical Engineering with minimum 1 appropriate reference of professional work experience in engineering of healthcare facilities. It is considered an advantage if this Expert is a holder of a License by the Serbian Chamber of Engineers

**1 Medical Equipment Specialist / Medical Technology Expert**

Medical Equipment Planner with at least 15 years of experience, holder of a degree in Biomedical Engineer or related field with minimum 5 years of professional experience in health facilities planning/design.

**1 BIM Manager**

BIM Manager with at least 5 years of experience in implementing BIM on projects, who is a holder of a degree in Architecture, Structural, Civil, Mechanical or Electrical engineering. It is considered an advantage if this Expert is a holder of a License by the Serbian Chamber of Engineers.

**All key experts shall have** **a very good command of English or Serbian language.**

**Team leader or his deputy shall have a very good command of Serbian language.**

**Team leader or his deputy shall have a very good command of English language.**

**9. REPORTING**

The Consultant shall support PIMO in reporting to CEB. Monthly reports in English shall be submitted per mail (PDF-Format) to CEB and PIMO during the study period. These reports shall be submitted in 5 hard copies (3 for CEB, 2 for PIMO) and per mail (PDF-Format). The final format of reports may be adjusted in coordination with CEB/PIMA. The reports shall at least comprise the following:

A concise Inception Report shall be submitted 6 weeks after commencement of the consulting services. This report should include:

* A detailed working plan for the entire period of consulting services, including a description of various components of task-related consulting, actions, outcomes and milestones
* Schedule of planned activities
* Cost and financing plan
* Long-term Matrix for accompanying measures with quantity and quality indicators.

Monthly Progress Reports during the study period shall not exceed 2 pages containing the following information:

* Staff assignment of the Consultant
* Progress achieved versus anticipated progress
* Financial situation versus anticipated financial situation
* Important issues / problems encountered
* Suggested solutions and necessary action to be taken by the various stakeholders.

The Detailed Program Report shall be submitted not later than 4 months after commencement of the consulting services. The report shall contain the following key points:

* Key Site and Building Design Criteria
* Clinical and Non-Clinical Services
* Design and Technical
* IT Services
* Equipment

In the Design Report the Consultant shall provide details for all program components taking into account the design principles and activities described in the scope of work. The design report shall comprise:

* A comprehensive description of the project
* Justification of the standards and specifications to be adopted for materials
* Justification of all design and selection criteria
* Floor drawings including layouts
* Details and drawings of the site surveys
* A tentative implementation schedule
* Confidential cost estimates.

The Project Completion Report (PCR) shall be submitted 6 weeks after completion of services and after issue of the taking over certificate.

This report shall document all program works and inputs of program entities; program benefits and lessons learned; results and conclusions; precise accounting of schedule and budget. The PCR shall contain among others a comparison between the Program results and the Program objectives.

As the PCR shall serve as basis for the preparation of CEB’s final Program control (Final Follow-Up and Evaluation), the Consultant shall present all information required for the Final Follow-Up and Evaluation Report including:

* Short description of the Program
* Program measures and their results
* Location map of implemented measures (in A4 format)
* Comparison of planned (according to CEB’s appraisal report) and implemented measures and reasons of deviations
* Total Program cost subdivided in costs for consulting and individual construction measures including a comparison of estimated (according to CEB’ appraisal report) and actual costs (after implementation) and reasons of deviations
* Program financing (CEB-financed portion and local contribution and other sources)
* Time schedule (comparison of estimated times according to CEB appraisal report and actual times needed)
* Major risks for sustainability of the Program measures

The Consultant shall submit a Final Report after observations from the Client on the daft final report.

**10. EXPECTED RESULTS**

* Establishment of a concept for the new Children’s Hospital on tertiary care level
* Introduction of concepts for operational planning, maintenance and health care waste management
* Successful planning for the medical equipment to be supplied
* Visualizations, collisions, quantities, tender and construction simulation planned, presented and reviewed through BIM
* The tender dossier for the DBM construction works
* Elaboration of environmental guidelines for the operation of the Hospital

**11. LEGISLATION, STANDARDS, CONDITIONS AND REGULATIONS**

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As required by Law of the Republic of Serbia, in producing the investment and technical documentation, plans and designs, as well as supervision of civil works, the following legal acts, documents and general conditions shall be used (listed in original Serbian, and available in public domain internet):

* **ZAKON O PLANIRANJU I IZGRADNJI (**Službeni glasnik RS, br. 72/2009, 81/2009 – ispravka, 64/2010 – odluka US, 24/2011, 121/2012, 42/2016 – odluka US, 50/2013 – odluka US, 98/2013 – odluka US, 132/2014 i 145/2014)
* **ZAKON O ZAŠTITI OD POŽARA (**Službeni glasnik RS, br. 111/2009 i 20/2015)
* **ZAKON O VODAMA (**Službeni glasnik RS, br. 30/2010, 93/2012 i 101/2016)
* **ZAKON O ZAŠTITI ŽIVOTNE SREDINE (**Službeni glasnik RS, br. 135/2004, 36/2009 – dr. zakon, 72/2009 – dr. zakon, 43/2011 – odluka US i 14/2016)
* **ZAKON O ENERGETICI (**Službeni glasnik RS, br. 145/2014)
* **ZAKON O BEZBEDNOSTI I ZDRAVLJU NA RADU (**Službeni glasnik RS, br. 101/2005 i 91/2015)
* Other applicable laws of the Republic of Serbia, including relevant bylaws, regulations and standards, as well as international standards where applicable.

###### Lump-Sum Form of Contract

**STANDARD FORM OF CONTRACT**

**Consultant’s Services**

Lump-Sum

**Contract for Consultant’s Services**

**Lump-Sum**

**Project Name** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[****Loan/Credit/Grant****]* **No.**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contract No.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Assignment Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**between**

*[****Name of the Client****]*

**and**

*[****Name of the Consultant****]*

**Dated:**

# Form of Contract

**Lump-Sum**

(Text in brackets [ ] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows:* “…(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

(c) the Client has received a loan from the European Investment Banktoward the cost of the Services and intends to apply a portion of the proceeds of loan to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan agreement, including prohibitions of withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the loan agreement or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a) The General Conditions of Contract(including Attachment 1 “Fraud and Corruption”);

(b) The Special Conditions of Contract;

(c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Forms of Advance Payments Guarantee and Performance Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

(a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

*[Authorized Representative of the Client – name, title and signature]*

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

*[Authorized Representative of the Consultant – name and signature]*

*[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.*

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

*[Name of the lead member]*

*[Authorized Representative on behalf of a Joint Venture]*

*[add signature blocks for each member if all are signing]*

# General Conditions of Contract

# A. General Provisions

|  |  |
| --- | --- |
| 1. Definitions | 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:   1. “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time. 2. “Applicable Regulations” means Procurement Regulations for IPF Beneficiary’s of date specified in **Special Conditions of Contract (SCC)**. 3. “Bank” means European Investment Bank (EIB). 4. “Beneficiary” means the Government, Government agency or other entity that signs the financing agreement with the Bank. 5. “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant. 6. “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract. 7. “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices). 8. “Day” means a working day unless indicated otherwise. 9. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11. 10. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract. 11. “Foreign Currency” means any currency other than the currency of the Client’s country. 12. “GCC” means these General Conditions of Contract. 13. “Government” means the government of the Client’s country. 14. “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract. 15. “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal. 16. “Local Currency” means the currency of the Client’s country. 17. “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract. 18. “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them. 19. “Procurement Regulations” means Guide to Procurement for Projects Financed by the EIB, 20. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written. 21. “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto. 22. “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract. 23. “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant. |
| Relationship between the Parties | * 1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. |
| Law Governing Contract | * 1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. |
| Language | * 1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| Headings | * 1. The headings shall not limit, alter or affect the meaning of this Contract. |
| Communications | * 1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.   2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**. |
| Location | * 1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve. |
| Authority of Member in Charge | * 1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client. |
| Authorized Representatives | * 1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC.** |
| Fraud and Corruption | 10.1 The Bank requires compliance with the Bank’s Policy on preventing and deterring prohibited conduct. |
| a. Commissions and Fees | 10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank. |

# B. Commencement, Completion, Modification and Termination of Contract

|  |  |
| --- | --- |
| Effectiveness of Contract | * 1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met. |
| Termination of Contract for Failure to Become Effective | * 1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| Commencement of Services | * 1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**. |
| Expiration of Contract | * 1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**. |
| Entire Agreement | * 1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. |
| Modifications or Variations | * 1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.   2. In cases of substantial modifications or variations, the prior written consent of the Bank is required. |
| Force Majeure |  |
| a. Definition | * 1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.   2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.   3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. |
| b. No Breach of Contract | * 1. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. |
| c. Measures to be Taken | * 1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.   2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.   3. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.   4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:   (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or  (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.   * 1. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45. |
| Suspension | * 1. The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension. |
| Termination | 19.1. This Contract may be terminated by either Party as per provisions set up below: |
| a. By the Client | 19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days’ written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days’ written notice in case of the event referred to in (e); and at least five (5) calendar days’ written notice in case of the event referred to in (f):  (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;  (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;  (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;  (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;  (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;  (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.  19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract. |
| b. By the Consultant | 19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days’ written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.  (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.  (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.  (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.  (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant’s notice specifying such breach. |
| c. Cessation of Rights and Obligations | 19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law. |
| d. Cessation of Services | 19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28. |
| e. Payment upon Termination | 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:  (a) payment for Services satisfactorily performed prior to the effective date of termination; and  (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts. |

# C. Obligations of the Consultant

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| General |  |
| a. Standard of Performance | 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with the third parties.  20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.  20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. |
| b. Law Applicable to Services | 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.  20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client’s country when  (a) as a matter of law or official regulations, the Beneficiary’s country prohibits commercial relations with that country; or  (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Beneficiary’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.  20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs. |
| Conflict of Interest | 21.1. The Consultant shall hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. |
| a. Consultant Not to Benefit from Commissions, Discounts, etc. | 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.  21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank’s Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client. |
| b. Consultant and Affiliates Not to Engage in Certain Activities | 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project. |
| c. Prohibition of Conflicting Activities | 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract. |
| d. Strict Duty to Disclose Conflicting Activities | 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract. |
| Confidentiality | 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services. |
| Liability of the Consultant | 23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant’s liability under this Contract shall be provided by the Applicable Law. |
| Insurance to be taken out by the Consultant | 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants’, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC,** and (ii) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13. |
| Accounting, Inspection and Auditing | 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.  25.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the proposal, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant’s and its Subcontractors’ and subconsultants’ attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures). |
| Reporting Obligations | 26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix. |
| Proprietary Rights of the Client in Reports and Records | 27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.  27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client’s prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**. |
| Equipment, Vehicles and Materials | 28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.  28.2 Any equipment or materials brought by the Consultant or its Experts into the Client’s country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable. |

# D. Consultant’s Experts and Sub-Consultants

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| Description of Key Experts | 29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant’s Key Experts are described in **Appendix B.** |
| Replacement of Key Experts | 30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.  30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant’s written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration. |
| Removal of Experts or Sub-consultants | 31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant’s Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client’s written request, provide a replacement.  31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.  31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.  31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts. |

# E. Obligations of the Client

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| Assistance and Exemptions | 32.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:  (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.  (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client’s country while carrying out the Services under the Contract.  (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.  (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.  (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client’s country according to the applicable law in the Client’s country.  (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client’s country, of bringing into the Client’s country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.  (f) Provide to the Consultant any such other assistance as may be specified in the **SCC**. | |
| Access to Project Site | 33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them. | |
| Change in the Applicable Law Related to Taxes and Duties | 34.1 If, after the date of this Contract, there is any change in the applicable law in the Client’s country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1 | |
| Services, Facilities and Property of the Client | 35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A)** at the times and in the manner specified in said **Appendix A.** | |
| Counterpart Personnel | 36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant’s advice, if specified in **Appendix A**.  36.2 Professional and support counterpart personnel, excluding Client’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request. |
| Payment Obligation | 37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below. | |

# F. Payments to the Consultant

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| Contract Price | 38.1 The Contract price is fixed and is set forth in the **SCC.** The Contract price breakdown is provided in **Appendix C**.  38.2 Any change to the Contract price specified in Clause GCC 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**. |
| Taxes and Duties | 39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.  39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant. |
| Currency of Payment | 40.1 Any payment under this Contract shall be made in the currency (ies) of the Contract. |
| Mode of Billing and Payment | 41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.  41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.  41.2.1 *Advance payment:* Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.  41.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.  41.2.3 *The Final Payment* .The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.  41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder. |
| Interest on Delayed Payments | 42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC.** |

# G. Fairness and Good Faith

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| Good Faith | 43.1 The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |

# H. Settlement of Disputes

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| Amicable Settlement | 44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.  44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply. |
| Dispute Resolution | 45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**. |

# Special Conditions of Contract

*[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]*

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| --- | --- |
| **Number of GC Clause** | **Amendments of, and Supplements to, Clauses in the General Conditions of Contract** |
| **1.1(a)** | **The Contract shall be construed in accordance with the law of** the Republic of Serbia. |
| **1.1 (b)** | **The date of the “Applicable Regulations” is: July 1, 2016, revised May 2017** |
| **4.1** | **The language is English** |
| **6.1 and 6.2** | **The addresses are** *[fill in at negotiations with the selected firm]***:**  Client :    Attention :  Facsimile :  E-mail (where permitted):  Consultant :    Attention :  Facsimile :  E-mail (where permitted) : |
| **8.1** | *[If the Consultant consists only of one entity, state “N/A”;*  *OR*  *If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]*  **The Lead Member on behalf of the JV is** \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert name of the member]* |
| **9.1** | **The Authorized Representatives are:**  **For the Client:** *[name, title]*  **For the Consultant:** *[name, title]* |
| **11.1** | **The effectiveness conditions are the following**:  *The Consultant shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract.* |
| **12.1** | **Termination of Contract for Failure to Become Effective:**  **The time period shall be 28 days.** |
| **13.1** | **Commencement of Services:**  **The number of days shall be ten**.  Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert. |
| **14.1** | **Expiration of Contract:**  **The time period shall be** 9 months. |
| **18.1** | If the Consultant fails to remedy the failure after the period stated in GCC 18.1, the Client may, as liquidated damages, withhold due payments in the amount of 0.1% of the lump sum instalment due, for each day the Consultant is still in breach of its obligations. The total suspended payments as liquidated damages shall not exceed 10% of the Contract Price.  Withholding any payments as liquidated damages shall in no way limit the Client’s right to also request payment by liquidating the Performance Security indicated in SCC clause 11.1. |
| **21 b.** | **The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3**  Yes |
| **23.1** | **No additional provisions.** |
| **27.2** | **Neither Party shall use these *documents and software created in the process of Contract performance* for purposes unrelated to this Contract without the prior written approval of the other Party**, apart form the Bills of Quantities required for tendering civil works as designed as a result of this Contract being performed. |
| **38.1** | **The Contract price is:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert amount and currency for each currency as applicable]* **exclusive****of local indirect taxes.**  **Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed****by the Client to the Consultant.**  **The amount of such taxes is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.** |
| **39.1 and 39.2** | **The Client warrants that** *[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract’s negotiations (Form FIN-2, part B “Indirect Local Tax – Estimates”):*  *If ITC16.3 indicates a tax exemption status, include the following:* “**the Consultant, the Sub-consultants and the Experts shall be exempt from**”  *OR*  *If ITC16.3 does not indicate the exemption and, depending on whether the Client shall pay the withholding tax or the Consultant has to pay, include the following:*  “**the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts,***” OR “***the Client shall reimburse the Consultant, the Sub-consultants and the Experts***”]*  **any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the Experts in respect of:**  **(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client’s country), in connection with the carrying out of the Services;**  **(b) any equipment, materials and supplies brought into the Client’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;**  **(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;**  **(d) any property brought into the Client’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client’s country), or the eligible dependents of such experts for their personal use and which will** **subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that:**  **(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client’s country in importing property into the Client’s country; and**  **(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client’s country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client’s country.** |
| **41.2** | **The payment schedule:**  ***[****Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A****]***  **1st payment:** *[insert the amount of the installment, percentage of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 41.2.1]*  **2nd payment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **……………:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Final payment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  *[Total sum of all installments shall not exceed the Contract price set up in SCC38.1.]* |
| **41.2.1** | *[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]*  The following provisions shall apply to the advance payment and the advance bank payment guarantee:  (1) An advance payment [of *[insert amount]* in foreign currency] [and of *[insert amount]* in local currency] shall be made within *[insert number]* days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against [list the payments against which the advance is offset].  (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.  (3) The bank guarantee will be released when the advance payment has been fully set off. |
| **41.2.4** | **The accounts are:**  for foreign currency: *[insert account]*.  for local currency: *[insert account]*. |
| **42.1** | **The interest rate is**: *[insert rate]*. |
| **45.1** | *[In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]*  **Disputes shall be settled by arbitration in accordance with the following provisions:**  1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:  (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.  (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]*.  (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *[name the same appointing authority as in said paragraph (b)]* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute. |
|  | 2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.  3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.  4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant’s home country *[If the Consultant consists of more than one entity, add:*  or of the home country of any of their members or Parties*]* or of the Government’s country. For the purposes of this Clause, “home country” means any of:  (a) the country of incorporation of the Consultant *[If the Consultant consists of more than one entity, add:* or of any of their members or Parties*]*; or  (b) the country in which the Consultant’s [or any of their members’ or Parties’] principal place of business is located; or  (c) the country of nationality of a majority of the Consultant’s [or of any members’ or Parties’] shareholders; or  (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract. |
|  | 5. Miscellaneous. In any arbitration proceeding hereunder:  (a) proceedings shall, unless otherwise agreed by the Parties, be held in *[select a country which is neither the Client’s country nor the Consultant’s country]*;  (b) the *English* language shall be the official language for all purposes; and  (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement. |

# Appendices

Appendix A – Terms of Reference

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client’s input, including counterpart personnel assigned by the Client to work on the Consultant’s team; specific tasks or actions that require prior approval by the Client.*

*Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant’s Proposal. Highlight the changes to Section 7 of the RFP]*

………………………………………………………………………………………………

Appendix B - Key Experts

*[Insert a table based on Form TECH-6 of the Consultant’s Technical Proposal and finalized at the Contract’s negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

……………………………………………………………………………………………………

Appendix C – Breakdown of Contract Price

*[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3] of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]*

*[See Clause GCC 41.2.1 and SCC 41.2.1]*

*{Guarantor letterhead or SWIFT identifier code}*

**Bank Guarantee for Advance Payment**

**Guarantor:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert commercial Bank’s Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert Name and Address of Client]*

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_*[insert date]*\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_*[insert number]*\_\_\_\_\_\_

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_ *[reference number of the contract]* dated \_\_\_*[insert date]*\_\_\_\_\_\_\_\_\_ with the Beneficiary, for the provision of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[brief description of Services]* (hereinafter called "the Contract").

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

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ *[amount in figures]* ( ) *[amount in words]*[[4]](#footnote-4)1 upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s ~~a~~ written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

(a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;

(b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number \_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_ day of \_*[month]*\_\_\_\_\_\_\_\_\_\_, *[year]*\_\_,[[5]](#footnote-5)2 whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[signature(s)]*

*{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}*

Performance Security

**Bank Guarantee**

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

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

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

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

At the request of the Consultant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding 10% of the Contract Price, which in total amounts to *[insert amount in figures]*   
( ) *[insert amount in words],*[[6]](#footnote-6)1 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2…[[7]](#footnote-7)2, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

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

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

1. [↑](#footnote-ref-1)
2. [↑](#footnote-ref-2)
3. Schematic design often produces a site plan, floor plan(s), sections, an elevation, and other illustrative materials; computer 3D images, renderings, or models. Typically the drawings include overall dimensions, and a construction cost is estimated. [↑](#footnote-ref-3)
4. 1 The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client. [↑](#footnote-ref-4)
5. 2 Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.” [↑](#footnote-ref-5)
6. *1 The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.* [↑](#footnote-ref-6)
7. *2 Insert the date twenty-eight days after the expected completion date as described in GCC. The Service Provider should note that in the event of an extension of this date for completion of the Contract, the Service Consultant would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Consultant might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”* [↑](#footnote-ref-7)