The Employer:

Public Investment Management Office

Government of the Republic of Serbia

Tender Documents

For

Public procurement

EXECUTION OF PREPARATORY WORKS ON THE ARRANGEMENT OF THE CONSTRUCTION SITE

FOR THE CONSTRUCTION OF THE NEW UNIVERSITY CHILDREN'S HOSPITAL TIRŠOVA 2 IN BELGRADE

IOP/53-2021/UCH2

Volume I

May 2021

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**Volume I**

# Section 1: Letter of Invitation

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## 1. Letter of Invitation

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| --- | --- | --- | --- |
| Att. | : | Tenderer | |
| From | : | Public Investment Management Office, Belgrade | |
| Ref. | : | IOP/53-2021/UCH2 | Date: 11th May 2021 |
| Subject | : | Execution of preparatory works on the arrangement of the construction site for the construction of the new university children's hospital Tiršova 2 in Belgrade | |

Dear Mr/Mrs ………………………

This Invitation for Tenders follows the Public Procurement Notice for “Execution of preparatory works on the arrangement of the construction site for the construction of the new university children's hospital Tiršova 2 in Belgrade” published in:

The Official Journal of the European Union and the Employer’s website.

The Republic of Serbiahas receivedfinancing from the Council of Europe Development Bank in the form of a loan toward the cost of the project: Construction of new University Children’s Hospital, Tiršova 2 in Belgrade. The Public Investment Management Office of the Government of the Republic of Serbia, hereinafter “the Employer”, an implementing agency of the Borrower, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for procurement: Execution of preparatory works on the arrangement of the construction site for the construction of the new university children's hospital Tiršova 2 in Belgrade”

Public Investment Management Office invites tenders to submit offers for the Contract, “Execution of preparatory works on the arrangement of the construction site for the construction of the new university children's hospital Tiršova 2 in Belgrade”.

Expected commencement date of construction works is September 2021st.

Brief description of the works:

Execution of preparatory works on establishing the construction site, including: organization of the construction site, construction of the site access road and works on the construction of supporting structures for securing the foundation pit.

Technological sequence of activities:

-Site preparation

The organization of the construction site is part of the preparatory works design. To define the organization of the construction site means to determine the spatial and organizational layout of all elements of the construction site, in accordance with the Rulebook on the content of the study on the construction site layout ("Official Gazette of RS", No. 121/2012 and 102/2015).

-Constructing routes and facilities:

* Temporary construction site road
* Development of a temporary operative crushed stone plateau/deck
* Load-bearing substructure - retaining walls.

-Removal of waste material

-Shutting down the site.

Tenders with variant solutions will not be accepted.

The Tender Documents are available in English language except for detailed design files that are given in Serbian.

A complete set of Tender Documents shall be posted on the Employer’s website: <http://www.obnova.gov.rs/english/public-procurement> and will be available to any interested tenderer.

All tenders must be accompanied by:

1. A bank guarantee for Tender Security to be submitted in the amount of **200.000 EUR** payable in Serbian dinar calculated according to the average exchange rate of the National Bank of Serbia on the day of the payment. The Bank guarantee for Tender Security must be valid at least thirty (30) days after the expiration of Tender validity.

All bank guarantees must be irrevocable, i.e. without protest, unconditional and payable at first call.

Tender validity period is at least 120 calendar days from the final tender submission date.

The Tender Evaluation criterion is Lowest Evaluated Tender Price.

The right to participate in this international tender belongs to all interested entities that fulfil the mandatory conditions for the participation in the procedure.

The Ordering Authority shall organize a pre-tender meeting and site visit of which all parties that have collected the Tender Documents will be duly informed in writing by posting an information on the Employer’s website: http://www.obnova.gov.rs/english/public-procurement and http://www.obnova.gov.rs/cirilica/javne-nabavke.

Tenders must be delivered to the office at the following address not later than July 2nd, 2021 at 11 am.

”Kancelarija za upravljanje javnim ulaganjima”

Nemanjina street no.22-26, Belgrade, Administration for Joint Services of the Republic Bodies registry

11000 Belgrade

Serbia

Tenders have to be made according to the” two-envelope” procedure, in which both the technical and financial offers are submitted together, but in separate envelopes. The technical offers are opened first and evaluated for compliance. The financial envelopes of the technically responsive tenders only are then opened.

Bids must be submitted in a sealed envelope, in person or by post at the abovementioned address no later than July 2nd, 2021, until 11 am.

The tender opening (the technical offers) shall take place on the same day July 2nd 2021 at 1pm at the address: Belgrade, Krunska street No. 58 in the presence of the authorized representatives of those tenderers who choose to attend the tender opening with the provision of the authorization to attend the tender opening session.

Opening of financial part of the bids shall be performed after the examination of the technical part of the bids. The Employer shall submit, to all bidders who sent bids, a reasoned Decision on the eligibility of the bidder, as well as an invitation to all qualified bidders to participate in the opening of financial bids.

For obtaining the Tender Documents and further information please contact:

Public Investment Management Office, Belgrade

Email: [procurement.rd@pim.gov.rs](mailto:procurement.rd@pim.gov.rs), subject IOP/53-2021/UCH2

**Volume I**

# Section 2: Instructions to Tenderers

## 2.1 Instructions to Tenderers

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General

1. Scope

* 1. The Employer, as defined in the Tender Data, invites tenders for “Execution of preparatory works on the arrangement of the construction site for the construction of the new university children's hospital Tiršova 2 in Belgrade”, hereinafter “the Works”, described in these Tender Documents and summarized in the Tender Data, in accordance with the procedures, conditions and contract terms prescribed in the Tender Documents.

1.2 The successful tenderer will be expected to complete the Works within the Time for Completioncalculated from the Commencement Date.

1.3 Throughout these Tender Documents the definitions in the Conditions of Contract shall apply.

2 Source of funds

2.1 The Employer intends using a part of the proceeds of a loan from the Council of Europe Development Bank (the Bank) for eligible payments under the Contract for which this Invitation for Tenders is issued.

3. Eligibility and qualifications

3.1 Tendering for the contracts is open to all companies and Joint Ventures from all countries.

3.2 Qualification will be based on the Tenderer meeting the minimum pass/fail criteria regarding the Tenderer's particular experience, personnel and equipment capabilities, and financial position, specified in the Qualification Criteria. Specific requirements for joint ventures are also set forth in the Qualification Criteria. The Employer reserves the right to waive minor deviations from the criteria, if they do not materially affect the capability of a Tenderer to perform the contract.

Minor deviations from the criteria is one that:

* 1. Does not affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
  2. Does not limit in any substantial way, inconsistent with the Tender Documents, the Employer’s rights or the Tenderer’s obligations under the Contract; or
  3. If rectified would not unfairly affect the competitive position of other tenderers presenting substantially responsive bids.

3.3. When the Tenderer intends obtaining highly specialized inputs (essential for execution of the Contract) from specialized subcontractors or subcontractor’s works exceed 10% of the Contract Price, application forms shall be completed for such subcontractors and their inputs.

3.4. No affiliate of the Employer shall be eligible to tender or participate in a tender in any capacity whatsoever, unless it can be demonstrated that there is not a significant degree of common ownership, influence or control between the Employer and the affiliate.

3.5. Where a firm, its affiliates or parent company, in addition to consulting, also has the capability to manufacture or supply goods or to construct works, that firm, its affiliates or parent company normally cannot be a supplier of goods or works on a project for which it provides consulting services, unless it can be demonstrated that there is not a significant degree of common ownership, influence or control.

3.6. A Tenderer shall not be eligible to participate where it has been determined to have engaged in corrupt, fraudulent, coercive or collusive practices.

3.7. The Council of Europe Development Bank requires that clients (including beneficiaries of Bank loans), as well as tenderers, suppliers, contractors, concessionaires and consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts as described in the para.1.5 and Annex 2 Covenant of integrity of Council of Europe Development Bank′s Guidelines for procurement of supplies, works and services, September (2011).

3.8. Tendering for the contracts is open to all companies and Joint Ventures which are in accordance with qualification requirements.

3.9. A tenderer may submit or participate in any capacity whatsoever in only one Tender for each contract. Submission or participation by a tenderer in more than one Tender for a contract (other than alternatives which have been permitted or requested) will result in the disqualification of all Tenders for that contract in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one Tender.

3.10 A Tender submitted by a joint venture/consortium shall be accompanied by a copy of the joint venture/consortium agreement.

4. Cost of tendering

4.1 The tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

5. Pre-tender meeting or site visit

5.1 The tenderer is advised to attend any pre-tender meeting or site visit scheduled in the Tender Data Sheets.

5.2 The tenderer is advised to visit and examine the site of the Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the site shall be at the tenderer’s expense.

5.3 The tenderer and any of its personnel or suppliers will be granted permission by the Employer to enter its premises and lands for the purpose of such visit, but only upon the explicit condition that the tenderer, its personnel and suppliers, will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of, or damage to property, and any other losses, damage, costs, and expenses incurred as a result of the inspection.

Tender Documents

6. Contents of Tender Documents

6.1 The Tender Documents comprise the documents listed in the Tender Data.

6.2 The tenderer is expected to examine the Tender Documents, including all instructions, forms, contract terms and specifications. Failure to furnish all information required by the Tender Documents, or submission of a Tender not substantially responsive to the documents in every respect, will be at the tenderer’s risk and may result in the rejection of its Tender.

6.3 These Instructions to Tenderers shall not form part of the Tender or of the Contract. They   
 are intended only to aid tenderers in the preparation of their Tender.

7. Clarification of Tender Documents

7.1 A prospective tenderer requiring any clarification of the Tender Documents may notify the Employer in writing at the Employer’s mailing address indicated in the Tender Data,electronically by e-mail.In case the Tenderer should consider that certain clauses or technical specifications of the tender documents might limit international competition, he should alert the Employer in writing, with a copy **to the Bank’s email:** [TAM-PROC@coebank.org](mailto:TAM-PROC@coebank.org).

Itshould be on the letterhead of the Tenderer and should be signed by a person with the proper authority to sign documents that are binding on the Tenderer and should bear the following identification mark (subject): **IOP/53-2021/UCH2**.

Electronic mail address: [procurement.rd@pim.gov.rs](mailto:procurement.rd@pim.gov.rs)

All requests for clarification must be received by the Employer no later than fifteen (15) days prior to the deadline for the submission of tenders. The Employer will respond no later than 10 (ten) days prior to the deadline for the submission of the Tenders, in writing to such requests for clarification of the Tender Documents which it receives**. All questions and answers will be published on the Employer website** <http://www.obnova.gov.rs/english/public-procurement>.

**Prospective tenderers shall have to check regularly the above website for clarification the Tender Documents.**

8. Amendment of tender documents

8.1 The Employer may amend the Tender Documents by issuing addenda.

8.2 Any Addendum thus issued shall be part of the Tender Documents and no later than ten (10) days prior to deadline for submission of the tenders, shall be posted on the **Employer website** <http://www.obnova.gov.rs/english/public-procurement>.

**Prospective tenderers shall have the obligation to check regularly the above website for amendments to the Tender Documents.**

8.3 To give prospective tenderers reasonable time in which to take an Addendum into account in preparing their tenders, the Employer may, at its discretion, extend the deadline for submission of tenders, in accordance with paragraph 17.2.

Preparation of Tenders

9. Language of Tender

9.1 The Tender and all documents and correspondence relating to the Tender exchanged by the tenderer and the Employer shall be written in the language of the Tender specified in theTender Data. Supporting documents and printed literature furnished by the tenderer may be in another language provided they are accompanied by an accurate translation of its pertinent passages in the language of the Tender, in which case, for purposes of interpretation of the Tender, the translation shall govern.

10. Documents comprising the Tender

* 1. The Tender submitted by the tenderer shall comprise the documents listed in the Tender Data. Non-compliance with this may be ground for disqualification of the Tender.

10.2 The tenderer shall submit an offer which complies with the requirements of the Tender Documents, including the basic technical requirements as indicated in the Drawings and Technical specifications. The attention of tenderers is drawn to the provision of paragraph 6.2 regarding the rejection of Tenders which are not substantially responsive to the requirements of the Tender Documents. Alternatives will not be considered unless permitted in paragraph 10.3 below.

10.3 When alternatives are explicitly invited or permitted, a statement to that effect will be included in the Tender Data as will the submission requirements and the methods for evaluating such alternatives.

11. Contract prices

11.1 Unless specified otherwise in the Tender Data, the Contract shall be for the whole of the Works described and intended in the tender documents.

11.2 The tenderer shall fill in prices for all items of the Works described in the Drawings and Technical specifications and listed in the Bill of Quantities. Items against which no price is entered by the tenderer will not be paid for by the Employer when executed and shall be deemed covered by the prices for other items in the Bill of Quantities.

11.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of tenders, shall be included in the Contract Price. However, in the Bill of Quantities prices shall be specified excluding VAT. The sum of the priced items is defined as the Net Contract Price. Over this total the 20% VAT is calculated. The Contract Price is defined as the sum of the Net Contract Prices plus VAT.

12. Currencies of tender

12.1 The prices shall be quoted by the tenderer entirely in the currency specified in the Tender Data.

13. Tender validity

13.1 Tenders shall remain valid for the period specified in the Tender Data. A Tender valid for a shorter period shall be rejected by the Employer as non-responsive.

13.2 In exceptional circumstances, the Employer may request that the tenderers extend the period of validity for a specified additional period which may be up to 40 days. The request of the Employer and the tenderers’ responses shall be made in writing or by fax. A tenderer may refuse the request without forfeiting the tender security. A tenderer agreeing to the request will not be required or permitted to modify its tender. The Tender Security provided under paragraph 14 shall also be suitably extended.

14. Tender Security

* 1. If required in the Tender Data, the tenderer shall furnish, as part of its Tender, a Tender Security in the amount specified therein.
  2. The Tender Security is required to protect the Employer against the risk of the tenderer’s conduct which would warrant the forfeiture of the security, pursuant to paragraph 14.7.

14.3 The Tender Security shall be:

- Denominated in the currency stated in the Tender Data;

* In accordance with the sample form included in Section 3.3;

- Valid for not less than thirty (30) days beyond the validity of the Tender;

- Irrevocable, without protest, unconditional and payable at first demand;

* Submitted bank guarantee cannot contain any additional conditions, shorter validity than that as determined by the Employer, smaller amount than that as determined by the Employer, or changed territorial competence in case of dispute;
* The Tender Security may be provided by a local or a foreign bank.
* The Tender Security must be verified by a domestic bank, i.e. the Tenderer is required to present, together with a foreign bank’s guarantee, a counter guarantee from a domestic bank.

* 1. Any tender not accompanied by an acceptable Tender Security shall be rejected by the Employer as non-responsive pursuant to paragraph 23.4.
  2. The Tender Security of unsuccessful tenderers will be returned within thirty (30) days of the expiration of the Tender validity period.
  3. The Tender Security of the successful tenderer will be discharged when the tenderer has signed the Agreement and furnished the Performance Security in compliance with the Conditions of Contract.

14.7 The Tender Security may be forfeited (activated for payment to Employer):

(a) if a tenderer:

(i) withdraws its Tender during the period of tender validity, or

(ii) invalidates its Tender pursuant to paragraph 21.3;

(b) in the case of a successful tenderer, if the tenderer:

1. fails to sign the Agreement pursuant in compliance with the Conditions of Contract,
2. fails to furnish the required Performance Security in compliance with the Conditions of Contract, or
3. fails or refuses to accept the correction of errors pursuant to paragraph 23.6.

15. Format and signing of Tender

15.1 The tenderer shall prepare one original of the documents, comprising the Tender as described in paragraph 10, clearly marked “ORIGINAL”. In addition, the tenderer shall submit copies of the Tender, in the number specified in the Tender Data, and clearly marked “COPIES”. In the event of a discrepancy between the original and the copies, the original shall prevail.

15.2 The original and all copies of the Tender shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer, pursuant to paragraph 10.1, as the case may be. All pages of the Tender where entries or amendments have been made shall be initialled by the person or persons signing the Tender.

15.3 The tender shall contain no alternations, omissions or additions, except those to comply with instructions issued by the Employer or, as necessary, to correct errors made by the tenderer. Any such correction shall be valid only if it is initialled by the person or persons signing the Tender.

15.4 A Tender submitted by a joint venture shall be signed so as to legally bind all joint venture partners, jointly and severally, and any Tender shall be submitted with a copy of the joint venture agreement providing for jointly and severally liability with respect to the Contract.

15.5 The Original Tender security shall be enclosed in the ORIGINAL envelopes.

Submission of Tenders

16. Sealing and marking of Tenders

16.1 The tenderer shall seal the original and each copy of the Tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPIES”. The envelopes shall then be sealed in an outer envelope.

Tenders must be submitted using the two-envelope system, i.e. each envelope ("ORIGINAL" and "COPIES") should contain two separate and sealed envelopes, one of which is marked "Technical Offer" and the second "Financial Offer". All parts of the tender except for the financial offer must be submitted within the "Technical Offer".

Any disrespect of these rules (for instance, unsealed envelopes or data on the price in the Technical Offer) can be considered a violation of the rules and shall cause the rejection of that Tender.

This system ensures that technical and financial offers are evaluated successively and separately: It ensures that the technical quality of a tender is considered independently of its price.

16.2 The **inner and outer envelopes** shall:

1. Be addressed to the Employer at the address provided in the Tender Data;

(b) Bear the name and identification of the Tender as defined in the Tender Data;

(c) Bear the name of the tenderer;

(d) Provide a warning not to open before the specified time and date for tender opening.

(e) Bear the marks "Technical Offer" and "Financial Offer" – internal sub-envelopes

16.3 If the outer envelope is not sealed and marked as required above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

17. Deadline for submission of Tenders

17.1 Tenders must be received by the Employer at the address specified in paragraph 16.2(a) no later than the time and date specified in the Tender Data.

17.2 The Employer may extend the deadline for submission of Tenders by amending the Tender Documents in accordance with paragraph 8, in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will thereafter be subject to the deadline as extended.

18. Late Tenders

18.1 Any Tender received by the Employer after the deadline prescribed in paragraph 17 will be returned unopened to the tenderer.

19. Modification and withdrawal of Tenders

19.1 The tenderer may modify, substitute, or withdraw its Tender by giving notice in writing to the Employer before the deadline prescribed in paragraph 17.

19.2 The tenderer’s modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with paragraph 16, with the outer and inner envelopes additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

19.3 No tender may be modified by the tenderer after the deadline for submission of Tenders.

19.4 Withdrawal of a Tender between the deadline for submission of Tenders and the expiration of the period of Tender validity may result in the forfeiture of the Tender security pursuant to paragraph 14.7.

Tender Opening and Evaluation

20. Opening of Tenders

20.1 The Employer will open the Tenders, including withdrawals, substitutions and modifications submitted pursuant to paragraph 19, in the presence of the tenderers’ authorized representatives who choose to attend, at the time and in the place specified in the Tender Data. The tenderers’ representatives who are present shall produce evidence of their authorization to attend and sign a register documenting their attendance.

20.2 No Tender shall be rejected at Tender opening, except for late Tenders, which shall be returned unopened to the tenderers pursuant to paragraph 18.

20.3 Withdrawal, substitution and modification notices shall be opened and announced first. Tenders for which a notice of withdrawal has been submitted pursuant to paragraph 19 shall not be opened but will be returned to the tenderers.

20.4 The Employer shall open the inner envelope containing the Technical Offer. The members of the Evaluation Committee shall mark the inner envelope containing the Financial Offer. This envelope shall not be opened and shall be classified safely until the moment of opening the financial offers when the technical evaluation has been completed.

20.5 The tenderers names, tender deviations, the presence or absence of Tender Security and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Subsequently, all modifications shall be opened, and the submission therein read out in appropriate detail. Tenders (and modification submitted pursuant to paragraph 19) that are not opened and read out at Tender opening will not be considered further for evaluation, irrespective of the circumstances.

20.6 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present, in accordance with paragraph 20.4. The minutes of meeting shall be available to tenderers on written request.

21. Process to be confidential

21.1 The Tender evaluation process up to the award of a contract is confidential.

21.2 Information relating to the examination, clarification, evaluation and comparison of Tenders, and recommendation for the award of a contract, shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced.

21.3 Any effort by a tenderer or its agents to influence the Employer’s evaluation of tenders or award decision, including the offering or giving of bribes, gifts, or other inducement, will result in the invalidation of its tender and the forfeiture of its tender security, pursuant to paragraph 14.7.

22. Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at its discretion, ask any tenderer for clarification of its Tender, including breakdowns of its prices. Such clarification may be requested at any stage up to the contract award decision. Requests for clarification and the responses shall be in writing or by fax and no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer during evaluation of the Tenders in accordance with paragraph 23.

23. Examination of Tenders

23.1 Prior to the detailed evaluation of Tenders, the Employer will examine the Tenders to determine for each tenderer whether:

(a) it is complete;

(b) the documents have been properly signed;

(c) it is accompanied by the required Tender Security; and

(d) it is substantially responsive to the requirements of the Tender Documents.

The Employer may require the tenderer to provide any clarification and/or substantiation to determine responsiveness pursuant to paragraph 23.2.

23.2 A substantially responsive Tender is one which conforms to all terms, conditions, and specifications of the Tender Documents without material deviation or reservation. A material deviation or reservation is one:

(a) which affects in any substantial way the scope, quality, or performance of the Works;

(b) which limits in any substantial way the Employer’s rights or the tenderers’ obligations under the Contract as envisaged in the Tender Documents; or

(c) the rectification of which would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

23.3 The Employer may waive any minor informality, non-conformity or irregularity in a Tender which does not constitute a material deviation, provided that such waiver does not prejudice or affect the relative ranking of any tenderer.

23.4 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be rendered responsive by correction or withdrawal of the non-conformity.

24. Qualification

24.1 The Employer will determine to its satisfaction whether the tenderer meets the qualifying criteria specified in paragraph 3 and based on the Tender submitted has demonstrated that it is capable of performing the Contract satisfactorily.

24.2 The determination will be based upon an examination of the documentary evidence of the tenderer’s qualifications submitted by the tenderer in its Tender, as well as other information such as the tenderer’s method statement, CVs of the key personnel, schedule, plant and equipment to be used for the Works, etc., as the Employer deems necessary and appropriate.

24.3 An affirmative determination will be a prerequisite for award of the Contract to the tenderer. A negative determination will result in rejection of the tenderer’s Tender.

24.4 The capabilities of the subcontractors proposed in the Tender to be used will also be evaluated. The participation of subcontractors should be confirmed by completing Form 3.4.4. Should a subcontractor be determined to be unacceptable, the Tender will not be rejected, but the tenderer will be required to substitute an acceptable subcontractor without any change to the Contract Price. The value of the Works to be subcontracted shall not exceed 30% of the Contract Price.

24.5 Tenderers will be informed thereof. The Employer will send the Notification of Qualification- reasoned Decision on the eligibility of the bidder, as well as the Invitation to the Opening of the Financial Offers to all Tenderers.

25. Opening the Financial Offers

25.1 After the technical evaluation has been completed, the envelopes containing the financial offers of tenders that have not been eliminated during the technical evaluation shall be opened in a public session with the participation of authorised representatives of the qualified Tenderers at the time and place set in the Invitation to the Opening of the Financial Offers.

26. Currency for Tender evaluation

26.1 Unless specified otherwise in the Tender Data, Tenders will be evaluated as quoted in the currency of the Tender specified in paragraph 12.1.

27. Comparison of tenders

27.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with paragraph 23.

27.2 The Tender evaluation criterion is **lowest Evaluated Tender Price**. The Tenders will then be ranked from the lowest to the highest price. The lowest Evaluated Tender is the most favourable.

27.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer which is not submitted in accordance with the Tender Documents. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Tender Documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

27.4 The estimated effect of any price adjustment provisions under the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Tender evaluation.

27.5 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and

(b) where there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall govern and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted will govern and the unit price will be corrected.

27.6 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the Tender will be rejected, and the Tender Security may be forfeited, in accordance with paragraph 14.7.

27.7 If the lowest Tender is seriously unbalanced or front loaded in relation to the Employer’s estimate of the items of work to be performed under the Contract, the Employer may require the tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and Bill of Quantities proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security set forth in paragraph 31 be increased at the expense of the tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful tenderer under the Contract, up to 15% (fifteen) percent of the Accepted Contract Amount.

28. Employer’s right to accept any Tender and to reject any or all Tenders

28.1 Notwithstanding, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract without thereby incurring any liability to the affected tenderer or tenderers, or any obligation to inform the affected tenderer or tenderers of the grounds for the Employer’s action.

Award of Contract

29. Award criteria

29.1 Subject to paragraph 27, the Employer will award the Contract to the tenderer whose tender has been determined to be substantially responsive to the Tender Documents and who has the Lowest Evaluated Tender Price, provided that such tenderer has been determined to be qualified.

29.2 The Employer will have the right to request a bank credit facility statement ensuring financial support for completion of the Contract, and break downs of items of the BoQ.

30. Notification of award

30.1 Prior to expiration of the period of Tender validity the Employer will notify the successful tenderer, confirmed by registered letter, that its Tender has been accepted. The notification of award shall specify the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works and the remedying of any defects therein by the Contractor as prescribed in the Contract (hereinafter and in the Conditions of Contract called “the Contract Price”).

30.2 The tenderers who have not been selected will be informed thereof, at the same time as the successful tenderer. The Tender Security will thereafter be returned to the unsuccessful tenderers after the selected tenderer has provided the Performance Security and it has been approved by the Employer.

31. Signing of the Contract

31.1 The signing of the Contract shall be performed at the invitation of the Employer.

32. Procedure for the appeal from Bidders

32.1 Procedure for the appeal from Bidders (in accordance with CEB Guide to Procurement):

After the receipt of the Decision on the qualification of the bidder, as well as, Contract award decision, sent by the Employer stating that their tender has not been successful, within ten (10) days, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected or submit a complaint. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who requests a debriefing and send the copy of the request or decision on appeal to the Bank.

Bidders are expected to submit their Appeal or requests a debriefing 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 Bidder and should be signed by a person with the proper authority to sign documents that are binding on the Bidder and should bear the following identification mark (subject): IOP/53-2021/UCH2

## 2.2 Tender Data Sheet

The following tender-specific data for the Works to be procured shall amend and/or supplement the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in the ITT.

**Instructions to Tenderers** -

**Paragraph Reference**

**para. 1.1: Name of Employer**

|  |
| --- |
| Public Investment Management Office  No 11 Nemanjina Street, 11000 Belgrade, Serbia |

**para. 1.1: Description of the Works**

|  |
| --- |
| Technical description for execution of preparatory works on establishing the construction site, including: organization of the construction site, construction of the site access road and works on the construction of supporting structures for securing the foundation pit .  Technological sequence of activities:  -Site preparation  The organization of the construction site is part of the preparatory works design. To define the organization of the construction site means to determine the spatial and organizational layout of all elements of the construction site, in accordance with the Rulebook on the content of the study on the construction site layout ("Official Gazette of RS", No. 121/2012 and 102/2015).  -Constructing routes and facilities:   * Temporary construction site road * Development of a temporary operative crushed stone plateau/deck * Load-bearing substructure - retaining walls   -Removal of waste material  -Shutting down the site. |

**para. 1.2: Time for Completion of the Works**

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| 210 calendar days calculated from the Commencement Date. |

**para. 3.1: Eligibility**

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| The Tender is open to all tenderers. |

**para. 5.1: Pre-tender meeting and site visit**

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| The Ordering Authority shall organize a pre-tender meeting and site visit of which all parties that have collected the Tender Documents will be duly informed in writing. |

**para. 6.1: Contents of Tender Documents**

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| The Tender Documents comprise the documents listed below and Addenda to these documents issued in accordance with paragraph 8:  Vol. I 1. Letter of Invitation  2. Instructions to Tenderers  3. Letter of tender with addenda and forms  4. Conditions of Contract, Forms    Vol. II Scope of design (drawings, technical description of works) and Bill of quantities including:   1. Design for Preparatory works   Whole Tender Data shall be posted on the Employer’s website: <http://www.obnova.gov.rs/english/public-procurement>  and will be available to any interested tenderer. Above given Tender Data is available in English language except detailed design files that are given in Serbian.  The tenderers shall take these information documents into account in preparation of their Tender. The information documents offer the tenderer data, for the precision of which neither the Employer nor the Engineer takes any responsibility. The tenderer is responsible for his own interpretation of the information documents. The information documents or their contents do not comprise part of the Tender. |

**para. 7.1: Employer’s mail address**

|  |
| --- |
| ”Kancelarija za upravljanje javnim ulaganjima”  Nemanjina street no.22-26, Belgrade, Administration for Joint Services of the Republic Bodies registry  11000 Belgrade  Serbia |

**para. 9.1:** **Language of tender**

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| The Tenders shall be submitted in English language.  Language for translation of supporting documents/documentary evidences and printed literature is English.  For documents and evidences made in Serbian or issued by the relevant authority in Serbian language, translation is not required. |

**para. 10.1: Documents comprising the tender**

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| --- |
| Bids must be submitted using the two-envelope system, i.e. each envelope ("ORIGINAL" and "COPIES") should contain two separate and sealed envelopes.  The Tender submitted by the tenderer shall comprise the following:  **Financial Offer – separate envelope**  **The Letter of Tender** in the format indicated in Vol. I, Section 3.1 completed in the format and detail indicated therein and signed by the tenderer;  **Attachment 1:** The Appendix to Tender (Section 3.2) duly completed and signed by the tenderer;  **Attachment 7:** Priced Bill of Quantities in the format indicated in Vol. II completed in the format and detail indicated therein and in accordance with Vol. I, Section 2.1, paragraphs 11 and 12;  **The Form of an Agreement 4.1.** duly filled in and signed by the Tenderer;  **Technical Offer – shall not contain information about the contract price**  **Attachment 2:** Guarantees  Tender Security furnished in accordance with paragraph 14 in the format indicated in Vol. I, Section 3.3  All Bank Guarantees must be irrevocable, i.e. without protest, unconditional and payable at first call;  **Attachment 3:** General Information as requested in Vol. I, Section 3.4 completed in the format indicated in Forms 3.4.1 through to 3.4.5, including the Joint Venture Agreement according to Form 3.4.5 and Power of Attorney authorizing the signatory of the Tender;  **Attachment 4:** Qualification Information as requested in Vol. I, Section 3.5 completed in the format indicated in Forms 3.5.1- 3.5.9;  **Attachment 5:** Technical Conditions as requested in Vol. I, Section 3.6 completed in the format indicated in Forms 3.6.1 through to 3.6.2;  **Attachment 6:** Confirmation Documents as requested in Vol. I, Section 3.7 completed in the format indicated in Forms 3.7.1 and 3.7.2;  **Attachment 8:** Any other information or materials required to be completed and submitted by the tenderers in accordance with these Tender Documents. All information to be provided with the Tender is not necessarily repeated in the Questionnaire.  The Forms 3.4.1, 3.4.2, 3.4.3, 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.7, 3.5.8 and 3.5.9 shall be submitted for each partner of a Joint Venture. The Forms 3.4.1, 3.4.2, 3.5.1, 3.5.8 and 3.5.9 shall be submitted for any sub-contractor appointed for the Contract. |

**para. 10.3: Tender Alternatives**

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| No alternatives are permitted. |

**para. 12.1: Tender currencies**

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| The currency of The European Economic and Monetary Union (EUR). |

**para. 13.1: Period of tender validity**

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| The Tender shall be valid for at least 120 calendar days after the date set for the submission of Tenders, stated in Clause 17.1 of this Data Sheet. |

**para. 14.1: Tender security**

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| Bank guarantee for Tender security shall be submitted in the amount of **200.000 EUR** payable in Serbian dinar calculated according to the average exchange rate of the National Bank of Serbia on the day of the payment. Bank guarantee for Tender Security shall be valid thirty days after the expiration of period of Tender validity. |

**para. 15.1: Number of copies of Tender**

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| --- |
| The tenderer shall submit in written form 1 original and 1 copy of the Tender.  Additionally, the Priced Bill of Quantity shall be submitted digitally on USB flash drive in the MS EXCEL format as Financial bid – separate envelope. In case of discrepancy between the paper version and the digital version, the paper version shall prevail. |

**para. 16.2(a): Address of the Employer**

|  |
| --- |
| ”Kancelarija za upravljanje javnim ulaganjima”  Nemanjina street no.22-26, Belgrade, Administration for Joint Services of the Republic Bodies registry  11000 Belgrade  Serbia |

**para. 16.2(b): Tender Identification**

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| The tenderer shall enter the Contract name “Execution of preparatory works on the arrangement of the construction site for the construction of the new university children's hospital Tiršova 2 in Belgrade”. “Ref.: IOP/53-2021/UCH2” on the inner and outer envelopes. |

**Para. 16.2(d): Warning on inner and outer envelopes**

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| The tenderer shall enter the following warning on the inner and outer envelopes: “DO NOT OPEN BEFORE **1 pm on the July 2nd, 2021**”. |

**para. 17.1: Deadline for submission of Tenders**

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| **Before** **11 am on the July 2nd, 2021** at the address listed in paragraph 16.2(a) above. |

**para. 20.1: Opening of Tenders**

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| Tenders have to be made according to the” two-envelope” procedure, in which both the technical and financial offers are submitted together, but in separate envelopes.  The technical offers are opened first at **1 pm on June 2nd, 2021** at the address: **Belgrade, Krunska street No. 58**  The financial envelopes of the technically responsive tenders only are then opened.  Opening of financial bids shall be performed after examination of technical part of bids. |

**para. 24.1: Currency for Tender evaluation**

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| The currency for Tender Evaluation shall be in The European Economic and Monetary Union (EUR). |

## 2.3 Qualification Criteria

For qualification a tenderer must demonstrate to the Employer that it substantially satisfies the requirements regarding experience, personnel, equipment and economic capability, financial position and litigation history as specified below. Please note that the experience of the tenderer company will be taken into account only, e.g. not the experience of its mother company.

**1. Experience**

The Tenderer shall meet the following minimum criteria:

**Particular experience:**

1. In the period from the last 10 years to bid submission date, executed in total at least 20 km of geotechnical anchors, of which at least 10 km were prestressing anchors.

(Qualification Form 3.5.3)

1. In the period from the last 10 years to bid submission date, executed in total at least 10 km of piles for retaining structure of foundation pit.

(Qualification Form 3.5.3)

1. In the period from the last 10 years to bid submission date, executed construction/reconstruction works on city roads in total value of minimum 2,000,000.00 euros VAT excluded (two million euros).

(Qualification Form 3.5.3)

Documentary evidence:

The Tenderer shall submit copies of:

* Contracts including contract agreements, specifications and any further documents which present qualification criteria data;
* Final Payment Certificates or Interim Payment Certificates and
* Performance Certificate.

1. **Personnel Capabilities**

a The tenderer shall provide minimum employed personnel mentioned below:

* 1. The Tenderer shall provide 1 (one) person employed to be appointed for the position of project manager with the minimum experience requirements specified below:

-Graduate Structural Engineer- responsible contracting engineer of building construction of the high-raise buildings, low construction and hydro-construction (personal license 410) who was responsible engineer for execution in total at least 10 km of geotechnical anchors and at least 5 km of piles for retaining structure of foundation pit, in the last 10 years-minimum 1 person,

* 1. Graduate Structural Engineer- responsible contracting engineer of building construction of the high-raise buildings, low construction and hydro-construction (personal license 410), who was responsible engineer for execution in total at least 10 km of geotechnical anchors in last 10 years-minimum1 person,
  2. Graduate Structural Engineer- responsible contracting engineer of building construction of the high-raise buildings, low construction and hydro-construction (personal license 410), who was responsible engineer for execution in total at least 5 km of piles for retaining structure of foundation pit, in the last 10 years-minimum 1 person.
  3. Graduate Structural Engineer- responsible contracting engineer of building constructions and construction - craft works on low construction (personal license 412) or Graduate Structural Engineer- responsible contracting engineer for traffic works (personal license 415)-minimum 1 person.

**Graduate Structural Engineer under the point 1. (project manager) must have a minimum of 15 (fifteen) years relevant experience.**

**Other Structural Engineer (under the point 2, 3 and 4) must have a minimum of 10 (ten) years relevant experience.**

(Qualification Form **3.5.5 and 3.5.5A**)

Documentary evidence:

Tenderer must provide evidence, in accordance with the law of the country in which they are established, that they fulfil the abovementioned requirements.

For **the Tenderers from the Employer’s Country** the evidences are documents as specified below:

* Copy of valid licences issued by relevant authorities of the Republic of Serbia-for graduated engineers;
* M form or other documentary evidence of employment on the day of tender opening;

- Copies of the decisions on the appointment of the responsible contracting engineer in accordance with the required experience in execution the abovementioned types of works (for personnel under point 1, 2 and 3);

- Final Payment Certificates or Interim Payment Certificates as proof that the abovementioned types of works have been performed or Certificates of the Final Beneficiary of the referent objects which confirm that the stated persons were responsible contracting engineer on construction works abovementioned. (for personnel under point 1, 2 and 3).

Note: **In accordance with the Law on planning and construction RS** ("Official gazette RS", br. 72/2009, 81/2009, 64/2010 - decision 24/2011, 121/2012, 42/2013 - decision 50/2013 - decision 98/2013 - decision 132/2014, 145/2014, 83/2018, 31/2019, 37/2019-other law and 9/2020) all engaged staff must hold licenses issued by relevant authorities of the Republic of Serbia valid.

In the case of a foreign Bidder, such Bidder shall, in the event of being awarded contract, engage persons holding licenses issued by relevant authorities of the Republic of Serbia, before the date of the contract conclusion.

**The procedure for licenses issuing is described on the Serbian Chamber of Engineers web site** [**http://www.ingkomora.org.rs/licence/**](http://www.ingkomora.org.rs/licence/) **and** [**http://www.ingkomora.org.rs/eng/licences/**](http://www.ingkomora.org.rs/eng/licences/)**.**

b Also, the Tenderer must have **at least 100 (one hundred) persons** employed on the day of tender opening, necessary for the performance of the contract (e.g.. construction workers, electrical workers, civil workers and support workers). The Tenderers shall present a list of their workers QUALIFICATION FORM 3.5.5B that they intend to engage for the performance of the contract at hand. The list shall include data on **at least** **100 (one hundred) persons** the Tenderer can engage for the performance of this contract.

(Qualification Form 3.5.5B)

Documentary evidence:

Tenderer must provide evidence, in accordance with the law of the country in which they are established, that they fulfil the abovementioned requirements.

**For the Tenderers from the Employer’s Country** the evidences are documents as specified below:

Notice on the successful receipt of tax return by electronic means and a copy of the individual tax return for taxes and deductible contributions (EBP-PURS) with the status of borrowing by the BOP on the date of making the statement: 0,00 RSD for the one month of the two months preceding the month of tender opening.

1. **Equipment Capability**

3.1 The Tenderer has to own or have assured access (it has at its disposal and use based on rent contract or leasing contract) to equipment in full working order, which is planned to be used for the execution of works.

|  |  |  |
| --- | --- | --- |
| Ord.  No. | EQUIPMENT | No. of  pieces |
| 1. | Drilling rigs for piles execution | 3 |
| 2. | Drilling rigs for anchor execution | 2 |
| 3. | Equipment for anchor injection | 2 |
| 4. | Pump for concrete | 1 |
| 5. | Loaders-bucket capacity up to 3m3 | 2 |
| 6. | Track load capacity up to 10t | 10 |

The Tenderer shall list the abovementioned equipment in Qualification Form 3.5.6.

Documentary evidence:

* List of the fixed assets on 31.12.2020.
* Submit certificate of testing by accredited institution or laboratory valid on the day of tender opening.
* Copy of a rent contract or a leasing contract, in a case of a rent or leasing the equipment
* Copies of a bill/an invoice for the equipment purchased in year 2021
* \*if the equipment is used on basis of rent contract, tenderer is obliged to submit all above listed evidences that are related to lessor
* \*\* if the equipment is used on basis of leasing contract, tenderer is obliged to submit all above listed evidences that are related to leasing provider

1. **Economic and Financial Position**
   1. Operating income in the last 3 (three) accounting years (2018, 2019 and 2020) in total amount of minimum EUR 20 million (EUR 20.000.000)

(Qualification Form 3.5.2)

Documentary evidence:

Balance sheets or BON JN (issued by the Serbian Business Registers Agency (SBRA) for a company established in the employer’s country). If the regular annual financial reports for 2020 are not available, tenderers should submit reports for statistical purposes i.e. a Balance Sheet, Income Statement and Statistical Report for 2020 or equivalent.

* 1. The Tenderer has to provide insurance protection of professional fault, i.e. professional liability in accordance with the Law on Construction and Planning of The Republic of Serbia.

Each member of joint venture must meet requirements concerning the insurance protection of professional fault.

Documentary evidence:

Copy of Insurance Policy, valid on a day of tender opening

* 1. The Tenderer should hold the valid certificates covering its relevant operations on the assignment: ISO 9001, ISO 14001, ISO 45001:2018.

Each member of joint venture must meet requirements concerning the abovementioned certificates.

Documentary evidence:

Tenderer must provide copies of the abovementioned certificates, valid on a day of tender opening.

* 1. The Tenderer’s bank account can never have been frozen nor blocked for any reason over a period of previous 36 (thirty-six) months prior to the publishing the tender notice.
  2. The Tenderer or Lead partner of Joint venture should have SCORING assigned with a rating of minimum BB for a period of years 2015-2019, according to the methodology of the Serbian Business Registers Agency (SBRA) or equivalent.
  3. The Tenderer has not carried out economic activity with the net loss over a period of the last 3 (three) accounting years (2018, 2019 and 2020), not even in one of these years.
  4. The Tenderer has to prove that it is not undergoing liquidation or bankruptcy procedure, or preliminary liquidation procedure.

(Qualification Form 3.5.7)

Documentary evidence for qualification requirements under point 4.4, 4.5, 4.6 and 4.7 Economic and Financial Position are the following:

Tenderer must provide evidence in accordance with the law of the country in which they are established, that they fulfil the abovementioned requirements. Date of evidence regarding the requirements under point 4.4 and 4.7 Economic and Financial Position, must not be older than **60 days** before the deadline for submission of tenders.

For **the Tenderers from the Employer’s Country** the evidences are documents as specified below:

-  Certificate on the number of days of account blockage (issued by the National Bank of Serbia, Division for Enforced Collection for a company established in the employer’s country)

- SCORING with a rating of minimum BB for a period of years 2015-2019 (issued by the Serbian Business Registers Agency (SBRA) for a company established in the employer’s country)

- Report on solvency (BON JN issued by the Serbian Business Registers Agency (SBRA) for a company established in the employer’s country)

- Certificate that the Tenderer is not undergoing liquidation or bankruptcy procedure, or preliminary liquidation procedure, (issued by the Commercial Court of the Tenderer’s seat and/or the Serbian Business Registers Agency (SBRA) for a company established in the employer’s country)

Date of evidence regarding the requirements under point 4.4 and 4.7 Economic and Financial Position (Certificate on the number of days of account blockage and Certificate that the Tenderer is not undergoing liquidation or bankruptcy procedure, or preliminary liquidation procedure), must not be older than **60 days** before the deadline for submission of tenders.

Each of the partners in a Joint venture must fulfil requirements indicated in point 4.4, 4.6 and 4.7 of Economic and Financial Position and provide these evidences.

**5. Litigation History*.*** The Tenderer shall provide accurate information on any current or past litigation or arbitration resulting from contracts completed or under execution by him over the last five years. A consistent history of awards against the applicant or any partner of a Joint Venture may result in failure of the application.

(Qualification Form 3.5.8)

**Tenderers will be excluded from participation in the procurement procedure:**

1. The tenderer fails to prove that it or its legal representative in the period of the previous five years up to the date of expiry of the time limit for submission of tenders has not been convicted by the final judgment, unless where different period of exclusion from the participation in the public procurement procedures has been set by the final judgment for:

- the criminal offense he/she committed as a member of an organised criminal group and criminal offense of organising for the purpose of committing criminal offenses;

- the criminal offense of abuse of the position of the responsible person, the criminal offense of misconduct in connection with public, the criminal offense of taking bribe in performing an economic activity, the criminal offense of giving bribe in performing an economic activity, the criminal offense of abuse of official position, the criminal offense of trafficking in influence, the criminal offense of accepting bribe and the criminal offense of bribery; the criminal offense of fraud, the criminal offense of obtaining and using the loan and other benefits, the criminal offense of fraud in performing an economic activity and the criminal offense of tax evasion; the criminal offense of terrorism, criminal offense of public incitement to commit terrorist acts, the criminal offense of recruitment and training for the commission of terrorist acts and the criminal offense of terrorist association; the criminal offense of money laundering and the criminal offense of financing terrorism; the criminal offense of trafficking in human beings and the criminal offense of establishing a slavery relation and transportation of persons in slavery relation;

1. The tenderer fails to prove it has settled due taxes and contributions for compulsory social insurance or that the payment of debt has been postponed, in accordance with a special regulation, under a binding agreement or decision, including any interests accrued and fines;
2. it determines that the tenderer has in the period of the previous two years up to the date of expiry of the time limit for submission of tenders, violated applicable obligations in the area of the environmental protection, social and labour law, including collective agreements, and in particular the obligation to disburse the contracted wages, or other compulsory payments, including obligations in accordance with the provisions of the international conventions in the field of social and labour law and conventions on environmental protection;
3. it determines that the tenderer has undertaken to unduly influence the decision-making process of the Purchaser or obtain confidential information that may confer upon it undue advantage in the public procurement procedure or to has provided misleading information that may have effect on decisions concerning the exclusion of bidder, the selection of an bidder or the award of a contract.

Documentary evidence:

For the Tenderers from the Purchaser’s Country, the evidences for the absence of the exclusion grounds are documents as specified below:

* point 1. shall be proved by a certificate of the competent court or a competent police authority;
* point 2. shall be proved by a certificate of the competent tax authority and organisation for the mandatory social insurance, or certificate of the competent authority to the effect that the tenderer is undergoing the privatisation procedure;
* referred to point 3. Purchaser shall accept Statement given by the tenderer under criminal responsibility and liability that the tenderer has not in the period of the previous two years up to the date of expiry of the time limit for submission of tenders, violated applicable obligations in the area of the environmental protection, social and labour law, including collective agreements, and in particular the obligation to disburse the contracted wages, or other compulsory payments, including obligations in accordance with the provisions of the international conventions in the field of social and labour law and conventions on environmental protection;
* referred to point 4. Purchaser shall accept Statement given by the tenderer under criminal responsibility and liability that the tenderer has not undertaken to unduly influence the decision-making process of the Purchaser or obtain confidential information that may confer upon it undue advantage in the public procurement procedure or to has provided misleading information that may have effect on decisions concerning the exclusion of bidder, the selection of an bidder or the award of a contract.

Bidders registered in Register of bidders, whose functioning is entrusted to Serbian Business Register Agency, according to Public Procurement Law of Serbia, shall be considered fulfilling requirements under point 1. and 2. and no related documentary evidences should be submitted.

All abovementioned evidences may be submitted as uncertified copies. Purchaser keeps right to ask for original evidences if deemed necessary.

For the Tenderers that have its seat in another country, the evidences for the absence of the exclusion grounds are documents as specified below:

* referred to point 1. Purchaser shall accept an extract from the criminal records or another relevant register or, failing that, an equivalent document issued by a competent judicial or administrative authority in the country of the tenderers's seat or the country of citizenship of the person concerned;
* referred to point 2. Purchaser shall accept a certificate of the competent authority in the country of the Tenderer's seat;
* referred to point 3. Purchaser shall accept Statement given by the tenderer under criminal responsibility and liability that the tenderer has not in the period of the previous two years up to the date of expiry of the time limit for submission of tenders, violated applicable obligations in the area of the environmental protection, social and labour law, including collective agreements, and in particular the obligation to disburse the contracted wages, or other compulsory payments, including obligations in accordance with the provisions of the international conventions in the field of social and labour law and conventions on environmental protection;
* referred to point 4. Purchaser shall accept Statement given by the tenderer under criminal responsibility and liability that the tenderer has not undertaken to unduly influence the decision-making process of the Purchaser or obtain confidential information that may confer upon it undue advantage in the public procurement procedure or to has provided misleading information that may have effect on decisions concerning the exclusion of bidder, the selection of an bidder or the award of a contract.

Where the country of the tenderers's seat or the country of citizenship of the person concerned does not issue evidence referred above (point 1. and 2.) or where these do not cover all information, Tenderer may replace such evidence by a written declaration given under criminal responsibility and liability verified before a competent judicial or administrative authority, a notary or another competent body of the country concerned, to the effect that none of the listed exclusion grounds (point 1. and 2.) of the Tenderer exist.

If there is any doubt about those facts, the Tenderer is obliged to submit documentary evidence to demonstrate the abovementioned.

This provision applies to all members in a joint venture/consortium.

**Joint Venture Requirements**

The joint venture can satisfy collectively the qualification requirements under the following conditions:

1. Individual members must each satisfy the requirements indicated in point 4.4, 4.6 and 4.7 of Economic and Financial Position and provide required evidences.
2. The Tenderer or Lead partner of Joint venture should have SCORING assigned with a rating of minimum BB for a period of years 2015-2019
3. Each member must meet the requirements in connection with the history of litigation or events described in the Item 5. Qualification data.
4. Each member of joint venture must meet requirements concerning the insurance protection of professional fault.
5. Each member must meet requirements concerning the following certificates: ISO 9001, ISO 14001 and ISO 45001:2018.

**Subcontractor Requirements**

Each of the subcontractors must satisfy the requirements and provide evidences about litigation.

The value to be subcontracted shall not exceed 30% of the Contract Price.

When the Tenderer intends obtaining highly specialized inputs (essential for execution of the Contract) from specialized subcontractors or subcontractor’s works exceed 10% of the Contract Price, such subcontractor must have fully completed works, related to the type of the works which he will execute on the object, similar complexity and minimum value as on the object in this project in the last 10 years – **it should be confirmed by completing Form 3.5.3. as well as by submitting documentary evidences:**

* **Contracts including contract agreements, specifications and any further documents which present qualification criteria data;**
* **Final Payment Certificates or Interim Payment Certificates and**
* **Performance Certificate.**

**Information concerning all documentary evidence**

Tenderer is not obliged to supply evidence that is publicly available at websites of competent bodies and is supposed to specify such evidence**.**

Contracting authority may not refuse a bid as inacceptable just because it does not contain evidence defined by tender documents, where bidder in its bid inserted website which contains requested data and which is publicly available.

Where tenderer could not obtain requested documents within the deadline for submission of tenders because, according to the regulations of its state of registration, the documents could not have been issued before the moment of tender submission, and if tenderer provides appropriate evidence thereon together with the tender, contracting authority shall allow the tenderer to deliver the required documents later, within the subsequently set deadline.

Where state of tenderer’s registration does not issue evidence required in accordance with this Qualification Data, instead of evidence tenderer shall submit its written statement, given subject to criminal and material liability and certified by the court, administrative body, public notary, or another competent body of that state.

**Volume I**

# Section 3: Letter of Tender with Appendices and Forms

## 3.1 LETTER OF TENDER – FINANCIAL OFFER

|  |  |
| --- | --- |
| NAME OF CONTRACT: | Execution of preparatory works on the arrangement of the construction site for the construction of the new university children's hospital Tiršova 2 in Belgrade |
| TO: | Public Investment Management Office  No. 11 Nemanjina Street  11000 Belgrade, Serbia |

We have examined and accept in full the content of the Tender Documents, including the Conditions of Contract, Technical Specifications, Drawings, Bill of Quantities, the attached Appendix to Tender and Addenda (if they exist) for the execution of the above-named Works Contract. We offer to execute and complete the Works and remedy any defects there in conformity with this Tender which includes all these documents, for the sum of:

|  |  |
| --- | --- |
| a) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_EUR | Net Contract Price |
|  |  |
| b) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR | 20% VAT |
|  |  |
| c) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR | Contract Price |

or such other sum as may be determined in accordance with the Conditions of Contract.

Payments shall be made to the Contractor’s account in currency of the European Economic and Monetary Union (EUR) if the Contractor is non-resident of the Republic of Serbia or in equivalent value of Serbian Dinar (RSD) average exchange rate of NBS on the day of issuing of invoice if the Contractor is resident of the Republic of Serbia.

We accept your suggestions for the appointment of the DAB, as set out in the Appendix to Tender.

We agree to abide by this Tender for the period of at least 120 calendar days and it shall remain binding upon us and may be accepted at any time before that date.

If this offer is accepted, we will provide the specified Performance Security, commence the Works as soon as is reasonably practicable after the Commencement Date, and complete the Works in accordance with the above-named documents within the Time for Completion.

Unless and until a formal Agreement is prepared and executed this Letter of Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ month \_\_\_\_\_\_\_\_\_ year

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

duly authorised to sign tenders for and on behalf of

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## 3.2 APPENDIX TO TENDER – FINANCIAL OFFER

|  |  |  |
| --- | --- | --- |
|  | Sub-Clauses of  Conditions of Contract (as amended in Particular Conditions) |  |
| Employer's name and address (Employer) | 1.1.2.2  &  1.3 | Public Investment Management Office  No 11 Nemanjina Street  11000 Belgrade, Serbia  Employer’s mail address: ”Kancelarija za upravljanje javnim ulaganjima”  Nemanjina street no.22-26, Belgrade, Administration for Joint Services of the Republic Bodies registry  11000 Belgrade  Serbia |
| Contractor's name and address | 1.1.2.3  &  1.3 | (to be inserted) |
| Name and address of the Engineer | 1.1.2.4  &  1.3 | < if known at the time of tendering to be identified otherwise write (to be inserted)> |
| Time for Completion of the whole Works | 1.1.3.3 | 210 calendar days from Commencement Date to Notice of Completion |
| Defects Notification Period | 1.1.3.7 | 365 days (1 year) |
| Electronic transmission systems | 1.3 | In written form and delivery in person, by mail or by courier |
| Law of the Contract | 1.4 | Execute and operate the Contract in accordance with the relevant standards of EU law to the extent implemented by the laws of the Republic of Serbia |
| Ruling language | 1.4 | English language |
| Language for communications | 1.4 | English language |
| Time for access to the Site | 2.1 | No later than the Commencement Date |
| Engineer’s Duties and Authority | 3.1 | In accordance with Particular Conditions of Contract. |
| Amount and currency of the Performance Security | 4.2 | 10% of the Contract Price  The Performance Security will be in the form of a performance bond in the amount(s) of 10% (ten) percent of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount. |
| Duration of Performance Security | 4.2 | Until issue of Performance Certificate at the end of Defects Notification Period |
| Subcontractors | 4.4 | Works to be subcontracted shall not exceed 30% of the Contract Price |
| Normal working hours | 6.5 | 08 am – 18 pm, all calendar days excluded Sundays and National holidays defined by the Serbian Law as non-working holidays. |
| Delay damages for the Works | 8.7 | 0,05% of the Contract Price per day |
| Maximum amount for delay damages | 8.7 | 5% of the Contract Price |
| Rate for overhead charges and profit | 13.5 (b) ii | 14% |
| Total advance payment | 14.2 | 20% of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable |
| Number and timing of advance payment | 14.2 | One instalment, paid upon delivery of an approved Performance Security and the Advance Payment Guarantee in terms approved by the Employer. |
| Reimbursement of the advance payment | 14.2 | The advance payment shall be repaid by way of deductions of percentage of the advance payment in relation to the Contract price of each Payment Certificate (including First Payment Certificate) |
| Percentage of retention | 14.3 | 3% of the Interim Payment Certificates |
| Limit of Retention Money | 14.3 | 3% of the Contract Price |
| Currencies of Payment | 14.15 | Currency of the European Economic and Monetary Union (EUR) if Contractor is non-resident of Serbia and the Serbian dinar (RSD) if Contractor is resident of Republic of Serbia, average exchange rate of NBS on the day of issuing of invoice (IPC) if the Contractor is resident of the Republic of Serbia. |
| Deadline for the submission of insurance |  |  |
| (a) Certificate of insurance | 18.1 | 5 days after the Commencement Date |
| (b) Relevant policies | 18.1 | 5 days after the Commencement Date |
| Appointment of the Dispute Adjudication Board | 20.2 | 14 days after the Commencement Date.  The DAB shall comprise 1 member |
| Appointing entity | 20.3 | In the of no agreement between the party: Gradski zavod za veštačenja Beograd |

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

in the capacity of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

duly authorized to sign the Tender for and on behalf of:  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## 3.3 TENDER SECURITY (SAMPLE FORM)

|  |  |
| --- | --- |
| NAME OF CONTRACT: | Execution of preparatory works on the arrangement of the construction site for the construction of the new university children's hospital Tiršova 2 in Belgrade |
| TO: | Kancelarija za upravljanje javnim ulaganjima  No 11 Nemanjina Street,  11000 Belgrade , Serbia |

We have been informed that ..................................................... (hereinafter called the “Principal”) is submitting an offer for such Contract in response to your invitation, and that the conditions of your invitation (the “conditions of Invitation”, which are set out in a document entitled Instructions to Tenderers) require his offer to be supported by a tender security.

At the request of the Principal, we (name of the bank) .............................................. hereby irrevocably, unconditionally, at first demand and with “no objection” undertake to pay you, the Employer, any sum or sums not exceeding in total the amount of ....................................... (letters: .................................... ) upon receipt by us of your demand in writing and your written statement (in the demand) stating that:

1. the Principal has, without your agreement, withdrawn his offer after the latest time specified for its submission and before the expiry of its period of validity, or
2. the Principal has refused to accept the correction of errors in his offer in accordance with such conditions of invitation, or
3. you awarded the Contract to the Principal and he has failed to comply with sub-clause 1.6 of the conditions of contract, or
4. you awarded the Contract to the Principal and he has failed to comply with sub-clause 4.2 of the Conditions of Contract.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (*the date 30 (thirty) days after the expiry of the validity of the Letter of Tender*) .............................. , when this guarantee shall expire and shall be returned to us.

Date ................................ Signature(s) ....................................................................

|  |
| --- |
| The local or foreign bank issuing the guarantee must be approved and accepted by the Employer |

## 3.4 General Information (Questionnaire)

3.4.1 General Information about the Tenderer

3.4.2 Financial identification

3.4.3 Power(s) of Attorney

3.4.4 Data about sub-contracting envisaged

3.4.5 Data about Joint Ventures/Consortium, if applicable

### Form 3.4.1 General information about the Tenderer

1. Name of Company: ...........................................................................................................
2. Registered Address: ..........................................................................................................

...............................................................................................................................................

1. Telephone: ....................... Telefax: ................................... E-mail: ….…........................
2. Names and nationalities of Principals /Directors & Associates:

..............................................................................................................................................

1. Type of Company (Individual, Partnership, Corporation, etc.):

.............................................................................................................................................

1. Description of Company's activities (e.g. General Civil Engineering company):

.............................................................................................................................................

1. Company's Nationality: ..................................................................................................
2. Number of Years of experience as Contractor: - In his own country: ..............

- Internationally: ...............

1. Registration Details: ........................................................................................................

.............................................................................................................................................

Please attach copy of the Registration Certificate.

1. Equity in the Company:

Shares (%): ....................................

1. Name(s) and address(es) of associated Company(ies) to be involved in the project and whether Parent/Subsidiary/Subcontractor/Other:

.............................................................................................................................................

.............................................................................................................................................

.............................................................................................................................................

1. If the Company is a subsidiary, what involvement, if any, will the Parent Company have in the project?

.............................................................................................................................................

.............................................................................................................................................

m. Foreign Companies shall indicate whether or not they are established as a company (branch office) established in the State of the Employer in accordance with applicable regulations (For information only):

Name: ……………………………………………………………………......

Address: ……………..........................................................................................

..............................................................................................................................

Telephone: ....................... Telefax: ............................. E-mail: ….……...............

n. The Contact Person for this application is:

|  |  |
| --- | --- |
| Name |  |
| Organization |  |
| Address |  |
| Telephone |  |
| Telefax |  |
| E-mail |  |

|  |
| --- |
| Signature: . . . . . . . . . . . . . . . . . . . . . Date: . . . . . . . . . . . . . . . . .. |
| Name and Surname: . . . . . . . . . . . . . . . . . . in the capacity of . . . . . . . |
| duly authorized to sign this Tender for and on behalf of . . . . . . . . . . . . . . . . . .. . |

### Form 3.4.2 Financial Identification

|  |  |
| --- | --- |
| ACCOUNT HOLDER | |
| NAME |  |
| ADDRESS |  |
| TOWN/CITY |  |
| POSTCODE |  |
| COUNTRY |  |
| CONTACT PERSON |  |
| TELEPHONE |  |
| FAX |  |
| E-MAIL |  |
| VAT NUMBER |  |

|  |  |
| --- | --- |
| BANK | |
| NAME |  |
| ADDRESS |  |
| TOWN/CITY |  |
| POSTCODE |  |
| COUNTRY |  |
| IBAN ACCOUNT NUMBER |  |
| CURRENCY |  |
| SWIFT CODE |  |

|  |  |
| --- | --- |
| BENEFICIARY  (Only if different from account holder) | |
| NAME |  |
| ADDRESS |  |
| TOWN/CITY. |  |
| COUNTRY |  |
| POSTCODE |  |

REMARKS:

|  |  |  |
| --- | --- | --- |
| Bank stamp and Signature of the  Bank Representative |  | Date and Signature of the  Account Holder |

### Form 3.4.3 Power of Attorney

The Tenderer shall attach here the **Power of Attorney authenticated by a competent body (e.g. public notary, court, embassies)** authorizing the signatory of the Tender.

### Form 3.4.4 Data about Sub-contracting Envisaged

If the Tenderer intends to sub-contract part of the works under the Contract he is required to provide the following details:

|  |  |  |  |
| --- | --- | --- | --- |
| Works intended to be sub-contracted | Refer. to the Bill of Quantities  (Vol. II) | % Value of the Sub-Contract as % of the Net Contract Price | Name, Address and registration place  of Sub-  Contractor |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

The Tenderer shall enter in this form a list of the items and value of the work for which he proposes to use Subcontractors, together with the names, addresses and place of registration of the proposed Subcontractors.

The Tenderer shall also enter a statement of similar works previously executed by the proposed Subcontractors, including description, location and value of work, year completed, and name and address of the Employer/Engineer. Notwithstanding such information the Tenderer, if awarded the Contract, shall remain entirely and solely responsible for the satisfactory completion of the Works.

|  |
| --- |
| Signature: . . . . . . . . . . . . . . . . . . . . . . . . . . Date: . . . . . . . . . . . . . . . . . . . |
| *(duly authorized to sign this Tender for and on behalf of the Tenderer)* |

### Form 3.4.5 Data about Joint Ventures/Consortium

|  |
| --- |
| 1. Name ...................................................................................... |
| b. Managing Board Address ..................................................  ..................................................................................................  Telephone .........................Telefax.............................E-mail...... |
| c. Agency in Serbia (in the case of a Joint Venture/Consortium with a foreign Leading Partner)  Office Address ...........................................................................  ..................................................................................................  Telephone ..............................Telefax......................................... |
| d. Names of partners  i) ..............................................................................................  ii) ..............................................................................................  iii) ..............................................................................................  etc. ............................................................................................ |
| e. Name of leading partner  .................................................................................................. |
| f. Agreement governing the formation of the Joint Venture/Consortium  i) Date of signature: ................................................................  ii) Place: ...................................................................................   1. **Enclosure – Joint Venture/Consortium Agreement** |
| g. Proposed proportion of responsibilities between partners (in %) with indication of the type of the Works to be performed by each  ..................................................................................................  ..................................................................................................  ..................................................................................................  .................................................................................................. |

|  |
| --- |
| Signature: . . . . . . . . . . . . . . . . . . . . . . . . . . Date: . . . . . . . . . . . . . . . . . . . |
| *(duly authorized to sign this Tender for and on behalf of the tenderer)* |

## 3.5 Qualification Information (Questionnaire)

### Form 3.5.1 Confirmation of qualification information

According to the Instructions to Tenderers, Clause 3, a tenderer should submit with its Tender all the information confirming its qualification. Such information, to be provided in this schedule, shall include, but not necessarily be limited to, the following:

1. Certificate from the court or other register evidencing that the tenderer is registered for the appropriate operations in the country in which he is registered.

According to the Instructions to Tenderers, Clause 3, and Part 2.3. - Qualification Data, it is needed to submit all the information included the following Forms:

**3.5.2 Operating Income Record**

**3.5.3 Particular Experience Record**

**3.5.4 Current Contract Commitments /Works in Progress**

**3.5.5 Personnel Capabilities – Key Personnel**

**3.5.5A Candidate Summary**

**3.5.5B Personnel Capabilities – List of employees**

**3.5.6 Equipment Capability**

**3.5.7 Financial Capability**

**3.5.8 Litigation History**

**3.5.9 Statement of integrity**

### Qualification Form 3.5.2

**Operating Income Record**

|  |
| --- |
| Name of Tenderer or partner of a joint venture |

*All individual firms and all partners of a joint venture are requested to complete the information in this form. The information supplied should be the annual turnover of the Tenderer (or each member of a joint venture), in terms of the amounts billed to clients for each year, converted into EUR, at the rate of exchange at the end of the period reported.*

*Use a separate sheet for each partner of a joint venture.*

*Tenderers are not required to enclose testimonials, certificates and publicity material with their applications.*

*If the turnover for 2020 is not available, tenderers should submit reports for statistical purposes i.e. a Balance Sheet, Income Statement and Statistical Report for 2020 or equivalent.*

|  |  |  |
| --- | --- | --- |
| *Annual turnover data* | | |
| *Year* | *Turnover* | *EUR equivalent* |
| 2018 |  |  |
| 2019 |  |  |
| 2020 |  |  |

### Qualification Form 3.5.3

**Particular Experience Record**

|  |
| --- |
| Name of Tenderer or partner of a Joint Venture |

To qualify, the Tenderer shall be required to pass the specified requirements set forth in this form, as set out in the Qualification Data**.**

1) In the period from the last 10 years to bid submission date, executed in total at least 20 km of geotechnical anchors, of which at least 10 km were prestressing anchors

2) In the period from the last 10 years to bid submission date, executed in total at least 10 km of piles for retaining structure of foundation pit.

3) In the period from the last 10 years to bid submission date, executed construction/reconstruction works on city roads in total value of minimum 2,000,000.00 euros VAT excluded (two million euros).

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Ord.  No. | Name of Tenderer or partner | Kind of works (construction or reconstruction) | Name and place of object | Length | Period of works | Total value of works |
| 1. |  |  |  |  |  |  |
| 2. |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
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### Qualification Form 3.5.4

**Summary Sheet:**

**Current Contract Commitments /Works in Progress**

|  |
| --- |
| Name of Tenderer or partner of a joint venture |

Tenderers and each partner who participate in tender should provide information on their current commitments under all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

|  |  |  |  |
| --- | --- | --- | --- |
| *Name of contract* | *Status* | *Value of outstanding work (current EUR equivalent)* | *Estimated completion*  *date* |
| 1. |  |  |  |
| 2. |  |  |  |
| 3. |  |  |  |
| 4. |  |  |  |
| 5. |  |  |  |
| 6. |  |  |  |

Note: Status, e.g. Ongoing, Letter of Acceptance or Letter of Intent

### Qualification Form 3.5.5 – will be part of the contract

Key Personnel Proposed for Execution of the Contract

|  |
| --- |
| Name of Tenderer |

For specific positions **essential** to contract implementation, Tenderers should provide the names of candidates employed on the day of tender opening by the tenderer or a partner in a joint venture with the qualifications required.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Position** | **Number of persons** | **Name of Tenderer or partner** | **Persons name** | **Professional License number** |
| 1.Graduate Structural Engineer 1 (license 410) | 1 |  |  |  |
| 2.Graduate Structural Engineer (license 410) | 1 |  |  |  |
| 3.Graduate Structural Engineer (license 410) | 1 |  |  |  |
| 4.Graduate Structural Engineer (license 412 or 415) | 1 |  |  |  |

The personnel listed in the schedule shall be based at the site during execution of the activities within the respective fields of their assignment in compliance with the approved Work Plan and the actual execution of Works.

**All locally engaged staff must hold licenses issued by relevant authorities of the Republic of Serbia valid.** In the case of a foreign Bidder, such Bidder shall, in the event of being awarded contract, engage persons holding licenses issued by relevant authorities of the Republic of Serbia, before the date of the contract conclusion.

|  |
| --- |
| Signature: . . . . . . . . . . . . . . . . . . . . . . . . . . Date: . . . . . . . . . . . . . . . . . . . |
| *(duly authorised to sign this Tender for and on behalf of the tenderer)* |

### Qualification Form 3.5.5A

**Candidate Summary**

|  |
| --- |
| Name of Tenderer |

|  |  |  |
| --- | --- | --- |
| Position | | |
| *Candidate information* | 1. Name of candidate | 2. Date of birth | |
|  | 3. Professional qualifications | | |
|  | Telephone | Contact (manager / personnel officer) | |
|  | Fax | E-mail | |
|  | Job title of candidate | Years with present Company | |

*Summarize professional experience, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project.*

|  |  |  |
| --- | --- | --- |
| *From* | *To* | *Company / Project / Position / Relevant technical and management experience* |
|  |  |  |
|  |  |  |
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### Qualification Form 3.5.5B – will be part of the contract

Employees Proposed for Execution of the Contract

|  |
| --- |
| Name of Tenderer |

The Tenderers shall present a list of their workers employed on the day of tender opening that they intend to engage for the performance of the contract at hand. The list shall include data on at least 100 (one hundred) persons the Tenderer can engage for the performance of this contract. Should the Tenderer wish to engage persons in the course of the performance of this contract who are not named on the said list, such Tenderer may do so subject to the Ordering Authority’s consent.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Ord.**  **No.** | **Name** | **Position in organisation** | **Professional competence** | **Name of Tenderer or partner** |
|  |  |  |  |  |
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### Qualification Form 3.5.6 - will be part of the contract

**Equipment Capability**

|  |
| --- |
| Name of Tenderer |

*The Tenderer shall provide adequate information to demonstrate that it has the capability to meet the requirements for all items of equipment listed in the* *Qualification Data.*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Ord.**  **No.** | **DESCRIPTION**  **(Type/Make/Model)** | **Power/**  **Capacity** | **Age**  **(years)** | **Present value in EURO** | **Indicate source of the equipment (owned/rented/leased/other sources)** | **Name and Address of owner** |
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Note: If the listed equipment will be hired, the availability must be confirmed in writing by the owner. All documentary evidences mentioned in Section 2.3 Qualification Data, point 3.1 Equipment Capability should be attached.

|  |
| --- |
| Signature: . . . . . . . . . . . . . . . . . . . . . . . . . . Date: . . . . . . . . . . . . . . . . . . . |
| *(duly authorised to sign this Tender for and on behalf of the tenderer)* |

### Qualification Form 3.5.7

**Financial Capability**

|  |
| --- |
| Name of Tenderer or partner of a joint venture |

*Tenderers, including each partner of a joint venture, should provide financial information to demonstrate that they meet the requirements stated in the Prequalification Data. Each Tenderer or partner of a joint venture must complete this form. If necessary, use separate sheets to provide complete bank information.*

The audited balance sheets and the cash flow statement for the last 3 (three) years *should be attached.*

|  |  |  |
| --- | --- | --- |
| Banker | Name of banker | |
|  | Address of banker | |
|  | Telephone | Contact name and title |
|  | Fax | E-mail |

*Summarize assets and liabilities in EUR equivalent (at the rates of exchange current at the end of each year) for the previous 5 (five) years. Specify applied exchange rates. Based upon known commitments, summarized projected assets and liabilities in EUR equivalent for the next two years, unless the withholding of such information is justified by the Tenderer to the satisfaction of the EMPLOYER.*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| *Financial information in EUR equivalent* | *Actual:*  *previous 3 years ( x 1000 EUR)*  *2018-2020* | | | *Projected:*  *next two years*  *( x1000 EUR)* | |
| *1. Total assets* |  |  |  |  |  |
| *1.1 Current Assets* |  |  |  |  |  |
| *1.2 Long-term Assets* |  |  |  |  |  |
| *2. Total Liabilities* |  |  |  |  |  |
| *2.1 Current Liabilities* |  |  |  |  |  |
| *2.2 Long - Term Liabilities* |  |  |  |  |  |
| *3. Profits before Taxes* |  |  |  |  |  |
| *4. Profits after Taxes* |  |  |  |  |  |
| *5. Cash Holding* |  |  |  |  |  |

*Specify proposed sources of financing to meet the cash flow demands of the Project, net of current commitments specified in the Prequalification Data.*

|  |  |
| --- | --- |
| *Source of financing* | *Amount (EUR equivalent)* |
| 1. |  |
| 2. |  |
| 3. |  |
| 4. |  |

*Should be attached:*

Evidence in accordance with the law of the country in which they are established, that they fulfil the qualification requirements under Section 2.3. Qualification Data point 4. Economic and Financial Position (from 4.4 to 4.7). Date of evidence regarding the requirements under point 4.4 and 4.7 Economic and Financial Position, must not be older than **60 days** before the deadline for submission of tenders.

For **the Tenderers from the Employer’s Country** should be attached:

-  Certificate on the number of days of account blockage (issued by the National Bank of Serbia, Division for Enforced Collection for a company established in the employer’s country)

- SCORING with a rating of minimum BB for a period of years 2015-2019 (issued by the Serbian Business Registers Agency (SBRA) for a company established in the employer’s country)

- Report on solvency (BON JN issued by the Serbian Business Registers Agency (SBRA) for a company established in the employer’s country)

- Certificate that the Tenderer is not undergoing liquidation or bankruptcy procedure, or preliminary liquidation procedure, (issued by the Commercial Court of the Tenderer’s seat and/or the Serbian Business Registers Agency (SBRA) for a company established in the employer’s country)

Date of evidence regarding the requirements under point 4.4 and 4.7 Economic and Financial Position (Certificate on the number of days of account blockage and Certificate that the Tenderer is not undergoing liquidation or bankruptcy procedure, or preliminary liquidation procedure), must not be older than **60 days** before the deadline for submission of tenders.

### Qualification Form 3.5.8

**Litigation History**

|  |
| --- |
| Name of Tenderer or partner of a joint venture |

*Tenderers, including each of the partners of a joint venture, should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution (refer to Prequalification Data). A separate sheet should be completed for each partner of a joint venture.*

|  |  |  |  |
| --- | --- | --- | --- |
| *Year* | *Award FOR or AGAINST Tenderer* | *Name of client, cause of litigation, and matter in dispute* | *Disputed amount (current value, EUR equivalent)* |
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Tenderers, all partners and subcontractors must provide evidence, in accordance with the law in countries in which they are established, not to fall into the categories listed in the data for qualification, item 5. Date of evidence submitted papers must not be older than **60 days** before the deadline for submission of tenders.

### Qualification Form 3.5.9

**Statement of Integrity**

|  |  |
| --- | --- |
| Name of tenderer: | **[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]** |
| 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 candidate 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 Promoter 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 PROMOTER and to whom THE PROMOTER 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 PROMOTER 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 Promoter, Project Owner, CEB, 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 Promoter 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 Promoter certifying that the different cases of exclusion from tender procedures mentioned above are not applicable in this case.

Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert signature of person whose name and capacity are shown]*

In the capacity of \_\_\_\_\_\_\_*[insert legal capacity of person signing the Letter of Tender]*

Name:\_\_\_\_\_\_\_\_\_\_\_\_ *[insert complete name of person signing the Letter of Tender]*

Duly authorized to sign the tender for and on behalf of:\_\_\_\_\_ *[insert complete name of Tenderer]*

Dated on \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ *[insert date of signing]*

ICB No: **IOP/53-2021/UCH2**

## 3.6 Technical Conditions (Questionnaire)

**(The following Forms will be part of the Contract)**

3.6.1 Work Programme, Method Statement and Organization

3.6.2 Quality Assurance System

### Form 3.6.1 Work Programme, Method Statement and Organisation

The tenderer shall provide the following minimum information:

|  |  |
| --- | --- |
| a) | Attach a **Work Programme** for construction with brief descriptions of major activities, showing the order of activities in which the tenderer proposes to carry out the Works.  The Contractor shall submit a detailed time programme in accordance with Conditions of Contract for Construction for building and engineering works designed by the Employer (Red Book) made by International Federation of Consulting Engineers (FIDIC)  The Time (Work) Programme shall be in bar-chart format showing **critical milestones for major activities** (Schedule of execution) and detailing the relevant activities, dates, allocation of material, labour and plant resources, etc.  The tenderer shall take note of the prevailing climatic conditions in the preparation of the Work Programme. |
| b) | State the **proposed location** of your site office on the Site, stations, warehouses, etc. as well as the offices to be provided to the Engineer as described in the Tender Documents (sketches to be attached as appropriate) |
| c) | Attach a **Method Statement** describing the general approach and methodology for implementation of the Works including detailed description of working methods proposed to be utilised for the construction of major items of the Works. |
| d) | **Propose Organisation Plan** for management, site operations and execution of the Contract clearly indicating role of each position, staffing (which should be in line with the minimum key staff requirement indicated in Form 3.5.5) and the backup support to be provided by the Contractor’s Head Office. |

|  |
| --- |
| Signature: . . . . . . . . . . . . . . . . . . . . . . . . . . Date: . . . . . . . . . . . . . . . . . . . |
| *(duly authorized to sign this Tender for and on behalf of the tenderer)* |

### Form 3.6.2 Quality Assurance System

The tenderer shall provide hereunder details of the Quality Assurance System that he proposes to use to ensure the successful completion of the Works.

|  |
| --- |
| Signature: . . . . . . . . . . . . . . . . . . . . . . . . . . Date: . . . . . . . . . . . . . . . . . . . |
| *(duly authorized to sign this Tender for and on behalf of the tenderer)* |

## 3.7 Confirmation Documents

3.7.1 General and Particular Conditions of Contract

3.7.2 Addenda to Tender Documents, if any

### FORM 3.7.1 Conditions of Contract

The tenderer must insert here the first page of the General Conditions of Contract and each page of the Particular Conditions of Contract initialled by the person authorized to sign the Tender.

### FORM 3.7.2 Addenda to Tender Documents

The tenderer must insert here initialled addenda to the tender documents and the clarification notes, if any.

|  |
| --- |
| Signature: . . . . . . . . . . . . . . . . . . . . . . . . . . Date: . . . . . . . . . . . . . . . . . . . |
| *(duly authorized to sign this Tender for and on behalf of the tenderer)* |

**Volume I**

# Section 4: Conditions of Contract, Forms

## 4.1 Form of Contract Agreement submitted with Financial Offer

**PROJECT:** Execution of preparatory works on the arrangement of the construction site for the construction of the new university children's hospital Tiršova 2 in Belgrade

**CONTRACT Ref.: .......................................**

This Contract is concluded between:

**Public Investment Management Office**

**No 11, Nemanjina Street**

**11000 Belgrade**

**Serbia**

(hereinafter called “the Employer”) of the one part, and

....................................................................................................................................................

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

(hereinafter called ”the Contractor”) of the other part.

Whereas the Employer desires that the Works known as Execution of preparatory works on the arrangement of the construction site for the construction of the new university children's hospital Tiršova 2 in Belgrade should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of such Works, and the remedying of any defects therein,

**The Employer and the Contractor agree as follows:**

Article 1. In this Agreement words and expressions shall have the meanings assigned to them in the Conditions of Contract set out below.

Article 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, in the following order of precedence:

1. the Contract Agreement;
2. the Letter of Acceptance
3. the Tender;
4. the Appendix to Tender (if any);
5. the Particular Conditions of Contract;
6. the General Conditions of Contract;
7. the Technical Specifications;
8. the Drawings;
9. the Schedules;
10. any other documents forming part of the Contract.

Article 3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity with the provisions of the Contract.

Article 4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of all defects therein, the amount of:

**Net Contract Price (excluding VAT)**

…….. ............................ EUR

(in words:.....................……………………………………… (EUR))

**Contract Price (including VAT)**

…….. ............................ EUR

(in words:.....................……………………………………… (EUR))

or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Article 5. Payments shall be made to the Contractor’s account in currency of the European Economic and Monetary Union (EUR) if the Contractor is non-resident of the Republic of Serbia or in equivalent value of Serbian Dinar (RSD) average exchange rate of NBS on the day of issuing of invoice if the Contractor is resident of the Republic of Serbia.

Bank name: ……………………………………….

Account holder name: ……………………………

Account number: …………………………………

Article 6. Requests for payment shall be addressed to:

”Kancelarija za upravljanje javnim ulaganjima”

Nemanjina street no.22-26, Belgrade, Administration for Joint Services of the Republic Bodies registry

11000 Belgrade

Serbia

Article 7 **In witness** whereof the parties hereto have signed the Contract. This Contract shall take effect on the date on which it is signed by the last party, namely the Contractor.

|  |  |
| --- | --- |
| **EMPLOYER:** | **CONTRACTOR:** |
| Signed and sealed by  .......................................................................  Name of the signatory (by capital letters)  .......................................................................  In the capacity of  .......................................................................  Date:.............................................................. | Signed and sealed by  .......................................................................  Name of the signatory (by capital letters)  .......................................................................  In the capacity of  .......................................................................  Being fully authorised by and acting on behalf of to sign this tender  .......................................................................  Date:.............................................................. |
| In the presence of:  Witness: .......................................................  Name: ..........................................................  Address: ...................................................... | In the presence of:  Witness: .......................................................  Name: ..........................................................  Address: ...................................................... |

**CONDITIONS OF CONTRACT**

The Conditions of Contract comprise the “General Conditions”, which form part of the “Conditions of Contract for Construction” (FIDIC, Red Book), First Edition 1999, published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), and the following Particular Conditions, which include amendments and additions to such General Conditions.

## 4.2 General Conditions

The General Conditions referred to above are not reproduced in this document but may be obtained from the following address:

FIDIC Secretariat

Box 311

CH-1215 Geneva 15

Switzerland

Tel: +41 22 799 49 00

Fax: +41 22 799 49 01

**NB: The tenderer shall submit with his Tender a copy of this page as well as the complete Section 4.3, Particular Conditions of Contract, duly initialled by the person authorised to sign on behalf of the tenderer.**

The tenderer is deemed to be fully acquainted with and in possession of these FIDIC Conditions of Contract. The tenderer may on request of the Employer be required to submit a copy duly countersigned by the person authorised to sign the Tender.

## 4.3 Particular Conditions of Contract

These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Particular Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Clauses of the Particular Conditions is not consecutive but follows the numbering of the Clauses of the General Conditions.

| **Sub-Clause** |  |
| --- | --- |
| **1** | **GENERAL PROVISIONS** |
| **1.1** | **Definitions** |
| 1.1.1.3 | Shall be amended as follows:  “Letter of Acceptance” means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement. |
| 1.1.1.7 | Schedules shall comprise also the Forms included in Sections 3.4, 3.5 and 3.6 of the Tender Documents. |
| 1.1.6.10 | “Bank” means the Council of Europe Development Bank CEB” (whether acting on its own account or in its capacity as administrator of trust funds provided by other donors) named in the Contract Data. |
| 1.1.6.11 | “Fraud and Corruption” means any act that constitute one or more of the practices defined in CEB’s Guideline 2011. |
| **1.4** | **Law and Language**  Add at the end of this Sub Clause:  Execute and operate the Contract in accordance with the relevant standards of EU law to the extent implemented by the laws of the Republic of Serbia.  The English language is ruling.  Employer’s and Contractor’s documents required with reference to building documentation, licenses and permits under Serbian Rules shall be made in Serbian Language, but for the sake of the Contract they shall be translated into English when required by the Engineer.  Day to day communication on the site may be in Serbian or English, but all written communication, minutes of meeting, notices and any other contractual communication shall be in English unless required by the Engineer to be in Serbian in which case the Contractor shall be responsible for translation. The Contractor shall have a sufficient number of competent interpreters available.” |
| **1.5** | **Priority of Documents**  The following documents shall be deemed to form and be read and construed as part of this Agreement, in the following order of precedence:   1. the Contract Agreement; 2. the Letter of Acceptance 3. the Tender; 4. the Appendix to Tender (if any); 5. the Particular Conditions of Contract; 6. the General Conditions of Contract; 7. the Technical Specifications; 8. the Drawings; 9. the Schedules; 10. any other documents forming part of the Contract. |
| **1.6** | **Contract Agreement**  In the second sentence of this Sub-Clause delete “annexed to the Particular Conditions” and substitute “included in the Tender Documents”. |
| **1.13** | **Compliance with Laws**  In Sub-Clause 1.13, add the following paragraph:  “(c) The Employer shall obtain the building permits for the Permanent Works, and will pay for all necessary permits and approvals related to these permits.” |
| **1.15** | **Inspections and Audit by the Bank**  Ad as a new Sub-Clause 1.15:  This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.  The following is added:  “The Contractor 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 procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor’s and its Subcontractors’ and subconsultants’ attention is drawn to Sub-Clause 15.6 (Fraud & Corruption) 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).” |
| **2.4** | **Employer Financial Agreement**  The following sub-paragraph is added at the end of Sub-Clause 2.4:  "In addition, if the Bank has notified to the Borrower that the Bank has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give Notice of such suspension to the Contractor with detailed particular , including the date of such notification, with a copy to the Engineer, within 7 days of the Borrower having received the suspension notification from the Bank. If alternative funds will be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date, 60 days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in his Notice of the extent to which such funds will be available.” |
| **3** | **THE ENGINEER** |
| **3.1** | **Engineer's Duties and Authority**  Insert at the end of this Sub-Clause:  “The Engineer shall obtain the Employer’ written approval before exercising its authority under the following sub-clauses of these Conditions:   1. Sub-clause 3.2: delegation of authority; 2. Sub-clause 3.5: agreeing or determining any matter, which will increase the Contract Price; 3. Sub-clause 4.4: giving consent to a Sub-contractor for works that should have been carried out by a different Sub-contractor named in the Contract; 4. Sub-clause 8.4: agreeing or determining an extension of the Time for Completion; 5. Sub-clause 10.1: issuing any Taking-Over Certificate; 6. Sub-clause 11.9: issuing the Performance Certificate 7. Clause 13: instructing a Variation which is expected to increase the Contract Price or in any substantial way change the character or quality of the Works; 8. Sub-clause 14.13: issuing the Final Payment Certificate   Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13.3 *[Variation Procedure]* and shall notify the Contractor accordingly, with a copy to the Employer*.*” |
| **3.5** | **Determinations**  Add the following words after the second sentence:  “provided always that, with reference to Sub-Clause 3.1, item (ii), the Engineer has no authority to make a fair determination of any new rate or price,”  The second paragraph shall become the third paragraph. Insert a new, second paragraph as follows:  “In preparation for the determination of a new rate or price, the Engineer shall submit his proposal together with substantiating documents, prepared in accordance with Sub-Clause 12.3, to the Employer. If the Contractor has proposed a new rate or price the Engineer’s submission shall be accompanied by an evaluation of the Contractor’s proposal, including any comments or modifications by the Engineer. The Employer will establish a committee which will evaluate the Engineer’s submission, and which will determine any new rate or price. Any new rate or price thus determined by the committee will be informed by the Employer to the Engineer. If within 21 days from the date of receipt of Engineer’s written proposal the Employer neither submits its comments to the Engineer nor approves the rate or price proposed by the Engineer, then the new rate or price proposed by the Engineer shall be deemed to be approved.”  In the third paragraph delete the first sentence and insert the following:  “The Engineer shall give notice to the Contractor of each determination by the committee of a new rate or price. For each agreement or determination by the Engineer on any other matter, the Engineer shall give notice to both Parties, with supporting particulars.” |
| **3.6** | **Management Meetings**  Add as new Sub-Clause 3.6:  “The Engineer or the Contractor's Representative may require the other to attend a management meeting in order to review the Contractor’s implementation arrangements and programming for the Works. The Engineer and the Contractor's Representative may invite others to attend. The Engineer shall prepare minutes of the discussions held at management meetings.  The Engineer and the Contractor’s Representative as a true record shall sign such minutes. The Engineer shall supply copies of the minutes to those attending the meeting and to the Employer. In the minutes, responsibilities for any actions to be taken shall be in accordance with the Contract.” These records shall not be construed as any agreement, approval, check, consent, decision, determination, examination, instruction, notice, proposal or request by the Engineer.” |
| **3.7** | **Facilities for the Engineer**  Add as a new Sub-clause 3.7:  “The Contractor will ensure site offices for the Engineer and its staff.” |
| **4** | **THE CONTRACTOR** |
| **4.2** | **Performance Security**  Add at the end of sub-clause 4.2 the following paragraphs:  The Contractor shall obtain (at its cost) a Performance Security in the amounts stated in the Contract Data and denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer. If amounts are not stated in the Contract Data, this Sub-Clause shall not apply.  “Whenever, the Engineer determines an addition to the Contract Price amounting to more than ten percent (10%) of the accepted Contract Price Amount, the Contractor, at the Engineer’s written request, shall promptly increase the value of the bank guarantee by an equal percentage.” |
| **4.3** | **Contractor’s Representative**  Add at the end of this Sub-Clause:  “The Project Manager on site shall be appointed as the Contractor’s Representative.  If any of these persons is not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number that the Engineer consider to be sufficient for those persons to properly perform their delegated powers, function and/or authority.  If the Contractor’s Representative is not authorised to lead construction works in accordance with Serbian legislation, the Contractor shall appoint a person with such authorisation to work with the Contractor’s Representative.” |
| **4.4** | **Subcontractors**  Add after the first sentence:  “Works to be subcontracted shall not exceed 30% of the Net Contract Price.” |
| **4.8** | **Safety Procedures**  Add the following sub-paragraph to end of this Sub-Clause:  “(f) comply with Serbian legislation for Safety at Work  (g) The Site shall be a “hard hat” site and safety hats shall be worn at all times. Other protection clothing etc. shall be available and worn as required.  (h) The Contractor shall comply with all applicable current legislation, regulations and specifications, with respect to all measures, operations and administrative steps required for the full protection and safeguarding of the environment.  Safety issues shall be on the agenda of all site meetings and plans shall be jointly agreed between the Engineer and the Contractor’s Representative for minimising the risks of unsafe events and working practices in forthcoming work. The safety procedures shall be approved by the Engineer.” |
| **4.9** | **Quality Assurance**  Add after last paragraph:  “The Quality Assurance system shall:  (a) ensure that all materials and equipment delivered to site are traceable in terms of origin.  (b) include procedures for checking compliance and filing of compliance certificates, and  (c) include an electronic and paper filing system for storing all certificates and delivery dates.  The Quality Assurance Plan shall be submitted not later than 15 days after the Commencement Date.” |
| **4.21** | **Progress Reports**  At the end of this Sub-Clause add the following:  “The monthly progress reports shall be prepared in Serbian and translated into the English language if required by the Engineer at the Contractor’s cost.  The Contractor’s Representative shall keep a daily diary (named Construction Diary) in duplicate. The diary shall as a minimum record:   * Working hours * Brand and quantity of Goods/Materials delivered to the Site that day * Certificates for that Goods/Materials * Method of works * Method of care and protection of preformed works * List of Contractor’s Key Staff present on the Site with details on time spent on the Site for each Key Staff * The number of persons employed on site, broken down by trade and grade * The Contractor’s Equipment in use on the Site * Work achieved during that day and quality control of works * Incidents * Problems encountered * Weather conditions   The original and the copy of the construction diary shall be signed by the Contractors Representative and the Engineer on daily basis. The Engineer shall keep the signed copy and the Contractor’s Representative the original. The dairy shall be in the Serbian language and translated to English when required by the Engineer.  The Contractors Representative shall prepare a monthly report in a format to be agreed with the Engineer. The report shall be issued to the Engineer before the 10th of the following month. The report shall be in the Serbian language and translated into English language.  The Contractor shall maintain and keep up to date all official records and reports required under Serbian law.” |
| **6** | **STAFF AND LABOUR** |
|  |  |
| **6.5** | **Working Hours**  Add as new Sub-Clause 6.5:  “If the Contractor intends to work outside the working hours defined in the Appendix to Tender, he shall obtain permission from the Engineer. Such permission shall be requested a week in advance in order to obtain approval by the relevant authorities. This permission will only be given when granted by the relevant authorities.” |
| **6.7** | **Health and Safety**  Insert at the beginning of Sub-Clause 6.7, the following:  “The Contractor shall familiarise himself with the relevant sections of the design including possible Environmental Impact Assessment prepared for the project. The Contractor shall incorporate appropriate recommendations and obligations made in this documentation in his Health and Safety Plan, as specified in this Sub-clause 6.7 and Serbian Legislation.  Prior to commencement of Work, the Contractor shall submit a Health and Safety Plan providing a detailed description of his proposed methods for ensuring safety of the Works during all stages of construction and commissioning.  The health and safety Plan shall set out all the health and safety requirements:  (i) stated in the Specification;  (ii) that comply with all the Contractor’s health and safety obligations under the Contract; and  (iii) that are necessary to effect and maintain a healthy and safe working environment for all persons on the Site and other places (if any) where the Works are being executed.  “Construction of the Works shall not commence until a Notice of No-objection is given to the health and safety Plan.” |
| **6.8** | **Contractor’s Superintendence**  At the end of Sub-Clause 6.8, insert the following paragraph:  “A sufficient proportion of the Contractor's superintending staff shall also have a working knowledge of both oral and written Serbian language, or the Contractor shall have a sufficient number of competent interpreters available on Site during all working hours, to ensure the proper transmission of instructions and information.” |
| **6.10** | **Records of Contractor’s Personnel and Equipment**  At the end of the Sub-Clause add the following:  “The Contractors personnel and equipment at site shall be recorded daily in the Construction Diary according to Sub-Clause 4.21.” |
| **6.11** | **Disorderly Conduct**  Add as separate paragraphs at the end of Sub-Clause 6.11:  “With respect to the Contractor, Sub-contractors and all their respective employees:  (a) The Contractor shall not allow the bringing, selling or consumption of alcoholic drinks or drugs on Site;  (b) The Contractor shall not allow the bringing, selling or illegal carrying of weapons and ammunition on Site;  (c) The Contractor shall bear any additional cost and expenses (taxes, duties, penalties, insurance, overtime, etc.) arising as a consequence of contravention of this Clause by the Contractor’s personnel.” |
|  | Add new Sub-Clauses 6.12 through 6.17 as follows: |
| **6.12** | **Festivals and Religious Customs**  “In dealing with his staff and labour, the Contractor shall respect the Country's recognised festivals, days of rest and religious or other customs in accordance with Serbian legislation.” |
| **6.13** | **Employment of Foreign Personnel and Labour**  **“**The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use his best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national or government permission required for bringing in the Contractor’s personnel.  The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.” |
| **6.14** | **Measures against Insect and Pest Nuisance**  “The Contractor shall at all times take necessary precautions to protect all staff and labour employed on the Site from insect nuisance, rats and other pests and reduce the dangers to health and the general nuisance by the same.” |
| **6.15** | **Epidemics or pandemics**  “In the event of outbreak of illness of an epidemic or a pandemic nature, the Contractor shall comply with and carry out such regulating orders and requirements as may be made by the Government of the Country or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.” |
| **6.16** | **Burial of the Dead**  “The Contractor shall make the necessary arrangements for the transport, to any place as required for burial, of any of his expatriate employees or members of their families who may die in the Country. The Contractor shall also be responsible, to the extent required by local regulations, for making any arrangement with regard to burial of any of his local employees who may die while engaged upon the Works execution.” |
| **6.17** | **Supply of Water**  “The Contractor shall provide on the Site an adequate supply of drinking and other water for the use of his staff and labour.” |
| **6.18** | **Forced or Compulsory Labour**  Ad as new sub-clause 6.18:  The Contractor shall not employ forced labour, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements. The Contractor shall not employ persons who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.” |
| **6.19** | **Non-Discrimination and Equal Opportunity**  Ad as new sub-clause 6.19:  Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and discipline. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as people with disabilities.” |
| **6.20** | **Employment Records of Workers**  Ad as new sub-clause 6.20:  The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Contractor Records] |
| **7** | **PLANT, MATERIALS AND WORKMANSHIP** |
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| **7.4** | **Testing**  At the end of this Sub- Clause add the following:  “Detailed requirements and procedures for the tests are stated in Volume II – Technical Specifications, and shall be performed by a “Serbian Authorised, independent third Party” employed and paid by Contractor in accordance with Serbian Rules. Should any additional tests be required these will be instructed to the Contractor by the Engineer and shall similarly be performed by a Serbian authorised, independent third party.  All costs for the Engineer (including one representative of the Employer and the Final User respectively) for attending tests or inspections shall be borne by the Contractor if the tests/inspections are not within the surroundings of the Site (20 km).” |
| **8** | **COMMENCEMENT, DELAYS AND SUSPENSION** |
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| **8.1** | **Commencement of Works**  The Engineer shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date.  The Notice shall be issued promptly after the Engineer considers that the following condition have been fulfilled:  (a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country;  (b) delivery to the Contractor of reasonable evidence of the Employer’s financial arrangements (under Sub-Clause 2.4 [Employer’s Financial Arrangements]);  (c) subject to what is stated in the entry for Sub-Clause 2.1 in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works  (d) receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the Advance Payment Guarantee has been delivered by the Contractor. |
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| **8.4** | **Extension of Time for Completion**  Insert at the end of Sub-Clause 8.4:  “Extension of Time for Completion does not by itself entitle the Contractor to any additional payment.  The Contractor shall not be entitled to a separate Extension of Time for Completion for each one of several causes of delay running concurrently but only for the actual period of delay determined by the Engineer irrespective of the causes contributing to produce such delay. If one of several causes of delay operating concurrently is due to the fault of the Contractor and would itself irrespective of the concurrent causes have delayed the completion of the Works or part thereof no Extension of Time for Completion shall be granted for the period of such delay.” |
| **8.6** | **Rate of Progress**  At the end of Item 2, add:  “Extension of working hours shall include working in two shifts. The Investor may, in the event provided under Item 1, order the Contractor to work in two shifts”. |
| **8.10** | **Payment for Plant and Materials in Event of Suspension**  In Sub-Clause 8.10, in sub-paragraph (b), after the Contractor, insert:  “has presented satisfactory evidence that the Plant and/or Materials are fully owned by the Contractor and are not subject to any retention of title end” |
| **9** | **TESTS ON COMPLETION** |
| **9.1** | **Contractor’s Obligations**  At the end of this Sub-Clause add the following:  “Should any Tests on Completion be required these will be instructed to the Contractor by the Engineer and shall be performed by a Serbian authorised, independent third party.” |
| **14** | **CONTRACT PRICE AND PAYMENT** |
| **14.2** | **Advance payment**  The advance payment shall be repaid by way of deductions of percentage of the advance payment in relation to the Contract price of each Payment Certificate (including First Payment Certificate).  "The Contractor shall obtain (at the Contractor’s cost) an Advance Payment Guarantee in amounts and currencies equal to the advance payment and shall submit it to the Employer with a copy to the Engineer. This guarantee shall be issued by reputable bank or financial institution selected by the Contractor and shall be based on the sample form annexed to the Particular Conditions or in another form agreed by the Employer (but such agreement shall not relieve the Contractor from any obligation under this Sub-Clause).” |
| **14.9** | **Payment of Retention Money**  At the end of Sub-Clause 14.9 add the following paragraphs:  “If proposed by the Contractor and approved by the Employer, the second half of the Retention Money will be certified for payment after:  (a) the Engineer has issued a Taking-Over Certificate for the whole of the Works, and  (b) the Employer has received a Retention Money Bank Guarantee in the amount of half of the Retention Money in a form, and from a Bank, approved by the Employer.  The Retention Money Guarantee shall provide a surety for the second half of the Retention Money for the whole of the Works held for the rectification of defects arising during the remainder of the Contract Period and the completion of any remaining work to be executed under Clause 11 *[Defects Liability]* or Clause 12 [*Measurement and Evaluation*]. The terms and conditions for the Retention Money Guarantee shall be the same as those stated in sub-clause 4.2 for a Performance Security.” |
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| **15** | **TERMINATION BY EMPLOYER** |
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| **15.2** | **Contract Termination by Employer**  In 1st paragraph, line d) add as follows:  “or if persons are engaged without the Investor’s approval, i.e. persons are engaged that have not been registered in accordance with the Contractor’s Bid – Qualifications Form 3.5.5B”. |
| **15.6** | **Fraud and Corruption**  **Ad as new sub-clause 15.6:**  The Bank requires that all Borrowers (including grant beneficiaries), Executing Agencies and Contracting Agencies as well as all firms, entities and individuals bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires (including their respective officers, employees and agents irrespective of whether the agency is express or implied), adhere to the highest ethical standards, and report to the Bank all suspected acts of Fraud & Corruption of which they have knowledge or become aware both, during the bidding process and throughout negotiation or execution of a contract. Fraud & Corruption include acts of: (i) corrupt practices, (ii) fraudulent practices, (iii) coercive practices, and (iv) collusive practices and (v) obstructive practices. The Bank has also entered into agreements with other International Financial Institutions (IFIs) to mutually recognize sanctions imposed by their respective sanctioning bodies.  (a) The Bank defines, for the purposes of this provision in the Guidelines 2011.  If, in accordance with the Fraud & Corruption Pratices if it is determined that at any stage of the procurement or implementation of a contract any firm, entity or individual bidding for or participating in a Bank-financed activity including, inter alia, applicants, bidders, suppliers, contractors, consultants, personnel, sub-contractors, sub-consultants, goods or service providers, concessionaires, Borrowers (including grant Beneficiaries) Executing Agencies or Contracting Agencies (including their respective officers, employees and agents irrespective of whether the agency is express or implied) engaged in a Fraud & Corruption the Bank may:  (b) not finance any proposal to award a contract for works, goods or services, and consulting services;  (c) suspend disbursement of the operation if it is determined at any stage that an employee, agent or representative of the Borrower, Executing Agency or Employer has engaged in a Prohibited Practice;  (d) declare Mis procurement and cancel, and/or accelerate repayment of the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures (including, inter alia, providing adequate notice to the Bank upon learning of the Prohibited Practice) within a time period which the Bank considers reasonable;  (e) issue the firm, entity or individual a reprimand in the form of a formal letter of censure for its behaviour;  (i) declare that a firm, entity, or individual is ineligible, either permanently or for a stated period of time to (i) be awarded a contract or participate in activities financed by the Bank; and (ii) be nominated sub-consultant, sub-contractor, supplier or service provider of an otherwise eligible firm being awarded a Bank-financed contract;  (ii) refer the matter to appropriate law enforcement authorities; and/or  (f) impose other sanctions that it deems to be appropriate under the circumstances,  (g) The Bank requires that all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, service providers and concessionaires permit the Bank to inspect any and all accounts, records and other documents relating to the submission of bids and contract performance as well as to have them audited by auditors appointed by the Bank. Applicants, bidders, suppliers, and their agents, contractors, consultants, sub-contractors, sub-consultants, service providers and concessionaires shall fully assist the Bank with its investigation. The Bank also requires that all applicants, bidders, suppliers, and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers and concessionaires: (i) maintain all documents and records related to the Bank-financed activities for seven (7) years after completion of the work contemplated in the relevant contract; and (ii) deliver any document necessary for the investigation of allegations of Prohibited Practices and make available employees or agents of the applicants, bidders, suppliers and their agents, contractors, consultants, personnel, sub-contractors, sub-consultants, service providers or concessionaires with knowledge of the Bank-financed activities to respond to questions from Bank personnel or any properly designated investigator, agent, auditor or consultant relating to the investigation. If the applicant, bidder, supplier and its agent, contractor, consultant, personnel, sub-contractor, sub-consultant, service provider or concessionaire fails to cooperate and/or comply with the Bank’s request, or otherwise obstructs the investigation, the Bank, in its sole discretion, may take appropriate actions. |
| **16** | **SUSPENSION AND TERMINATION BY CONTRACTOR** |
|  |  |
| **16.2** | **Termination by Contractor**  The following paragraph is inserted after the first paragraph:  “Notwithstanding the above, if the Bank has suspended disbursements under the loan from which payments to the Contractor are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [Employer’s Financial Arrangements], the Contractor may by given a Notice suspend work or reduce the rate of work at any time, after receiving the Employer Notice of Bank’s suspension of disbursement under Sub-Clause 2,4 [Employer arrangement].” |
| **17** | **RISK AND RESPONSIBILITY** |
| **17.7** | **Contractor’s Care of the Existing Facilities**  Add as new Sub-Clause 17.7 as follows:  “The Contractor shall take full responsibility for the care of the parts of the existing facilities (water, sewerage, storm water, telecommunication, electricity etc.) within the Site from the Commencement Date until the date of issuance of Taking-Over Certificate. If any loss or damage happens to any of those parts of the existing facilities while the Contractor is responsible for their care, from any cause not listed in Sub-Clause 17.3 *[Employer’s Risks]* or for which the Employer is liable under the Contract, the Contractor shall rectify the loss or damage at the Contractor’s risk and cost.” |
| **18** | **INSURANCE** |
| **18.2** | **Insurance for Works and Contractor’s Equipment**  Add at the end of Sub-Clause 18.2:  “It shall be the responsibility of the Contractor to notify the insurance company of any change in the nature, extent or programme for the execution of the Works and to ensure adequacy of the insurance coverage at all times during the period of the Contract. The Contractor shall submit evidence of the notification to the Employer.” |
| **20** | **CLAIMS, DISPUTES AND ARBITRATION** |
| **20.6** | **Arbitration**  At the end of this Sub-Clause add the following:  “The place of arbitration shall be Belgrade, Serbia.  In the case of a dispute between the Employer and a Serbian Contractor the text of sub-paragraph a) shall be deleted and substituted by "the dispute shall be finally settled as set forth in the Arbitration Rules of the Permanent Arbitration Court at the Serbian Chamber of Commerce.” |
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## 4.4 Forms

4.4.1 Form of Performance Security

4.4.2 Form of Advance Payment Security

4.4.3 Form of Dispute Adjudication Board Agreement

### 4.4.1 Form of Performance Security

Date: ........................................

*Name of Contract:* Execution of preparatory works on the arrangement of the construction site for the construction of the new university children's hospital Tiršova 2 in Belgrade

*To:*  Kancelarija za upravljanje javnim ulaganjima, No. 11 Nemanjina Street, 11000 Belgrade Serbia

We have been informed that\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the 'Principal') is your contractor under such Contract, which requires him to obtain a performance security.

At the request of the Principal, we (name of bank) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby irrevocably, unconditionally, at first demand and with “no objection” undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the 'guaranteed amount', say: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) upon receipt by us of your demand in writing and your written statement stating:

(a) that the Principal is in breach of his obligation(s) under the Contract, and

(b) the respect in which the Principal is in breach.

Any demand for payment must contain your (1) signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (the date 70 days after the expected expiry of the Defects Notification Period for the Works) \_\_\_\_\_\_\_\_\_\_\_\_\_ (the 'expiry date'), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the performance certificate under the Contract has not been issued by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the performance certificate has not been issued, for reasons attributable to the Principal, and that this guarantee has not been extended.

Date \_\_\_\_\_\_\_\_\_\_\_\_\_ Signature(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The local or foreign bank issuing the guarantee must be approved and accepted by the Employer

### 4.4.2 Form of Advance Payment Security

Date: ........................................

*Name of Contract:* Execution of preparatory works on the arrangement of the construction site for the construction of the new university children's hospital Tiršova 2 in Belgrade

*To:* Kancelarija za upravljanje javnim ulaganjima, No. 11 Nemanjina Street, 11000 Belgrade Serbia

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the 'Principal') is your contractor under such Contract and wishes to receive an advance payment, for which the Contract requires him to obtain a guarantee.

At the request of the Principal, we (name of bank) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby irrevocably, unconditionally, at first demand and with “no objection” undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the 'guaranteed amount', say: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) upon receipt by us of your demand in writing and your written statement stating:

1. that the Principal has failed to repay the advance payment in accordance with the conditions of the Contract, and
2. the amount which the Principal has failed to repay.

This guarantee shall become effective upon receipt of the advance payment by the Principal. Such guaranteed amount shall be reduced by the amounts of the advance payment repaid to you, as evidenced by your notices issued under sub-clause 14.6 of the conditions of the Contract. Following receipt (from the Principal) of a copy of each purported notice, we shall promptly notify you of the revised guaranteed amount accordingly.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (the date 70 days after the expected expiry of the Time for Completion) \_\_\_\_\_\_\_\_\_\_\_\_\_ (the 'expiry date'), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the advance payment has not been repaid by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the advance payment has not been repaid and that this guarantee has not been extended.

Date \_\_\_\_\_\_\_\_\_\_\_\_\_ Signature(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The local or foreign bank issuing the guarantee must be approved and accepted by the Employer

### 4.4.3 Form of Dispute Adjudication Board Agreement

[for each member of a DAB]

**Name and details of Contract:** Execution of preparatory works on the arrangement of the construction site for the construction of the new university children's hospital Tiršova 2 in Belgrade

**Name and address of Employer:** Public Investment Management Office, No. 11 Nemanjina Street, 11000 Belgrade Serbia.

**Name and address of Contractor:** .......................................................................

**Name and address of Member**: .......................................................................

**Whereas** **the Employer and the Contractor** have entered into the Contract and desire jointly to appoint the Member to act as sole adjudicator who is also called the "DAB".

**The Employer, Contractor and Member jointly agree** as follows:

1. The conditions of this Dispute Adjudication Agreement comprise the "General Conditions of Dispute Adjudication Agreement", which is appended to the General Conditions of the "Conditions of Contract for Construction" First Edition 1999 published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), and the following provisions. In these provisions, which include amendments and additions to the General Conditions of Dispute Adjudication Agreement, words and expressions shall have the same meanings as are assigned to them in the General Conditions of Dispute Adjudication Agreement.
2. The General Conditions of Dispute Adjudication Agreement shall be amended as follows:

Clause 6, items (a), (b), (c) and (d) shall be deleted and replaced with a new item (a) as follows:

“(a) : a daily fee which shall be considered as payment in full for:

Each working day or site visits, hearings or preparing decisions, and each day spent reading submissions in preparation for a hearing including expenses incurred in connection with the Member’s duties.”

1. In accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement including the amendments specified in section 2 above, the Member shall be paid an all-inclusive daily fee of ……………............RSD per day.
2. In consideration of this fee to be paid by the Employer and the Contractor in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member undertakes to act as the DAB (as adjudicator) in accordance with the Dispute Adjudication Agreement.
3. The Employer and the Contractor jointly and severally undertake to pay the Member, in consideration of the carrying out of these services, in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement.
4. This Dispute Adjudication Agreement shall be governed by the law of Serbia.

|  |  |  |
| --- | --- | --- |
| SIGNED by: | SIGNED by: | SIGNED by: |
| Name: | Name: | Name: |
| for and behalf of the Employer in the presence of | for and behalf of the Contractor in the presence of | the Member in the presence of |
| Witness: | Witness: | Witness: |
| Name: | Name: | Name: |
| Address: | Address: | Address: |
| Date: | Date: | Date: |

1. [↑](#footnote-ref-1)
2. [↑](#footnote-ref-2)