
REPUBLIC OF SERBIA
Ministry of Infrastructures



EU Delegation to the Republic of Serbia



Tender Dossier

VOLUME 1

**Survey and Removal of Unexploded
Ordnance (UXO) from the Danube River
(PRAHOVO Section)**

November 2010

**Works tender for
Survey & Removal of Unexploded Ordnance (UXO)
from the Danube River, Prahovo Section
Republic of Serbia**

Publication reference: EuropeAid/130565/C/WKS/RS

**VOLUME 1
SECTION 1
INSTRUCTIONS TO TENDERERS**



SECTION I INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: EUROPEAID/130565/C/WKS/RS

In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever its own conditions of sale may be, which it hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any reservation in the tender as regards the tender dossier; any reservation may result in the immediate rejection of the tender without further evaluation.

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



CONTENTS

GENERAL PART	4
1 GENERAL INSTRUCTIONS	4
2 FINANCING.....	4
3 PARTICIPATION	4
4 ONLY ONE TENDER PER TENDERER	5
5 TENDER EXPENSES	5
6 SITE INSPECTION	5
TENDERS DOCUMENTS	6
7 CONTENT OF TENDER DOCUMENTS	6
8 EXPLANATIONS CONCERNING TENDER DOCUMENTS	6
9 MODIFICATIONS TO TENDER DOCUMENTS	7
TENDERS PREPARATION	7
10 LANGUAGE OF TENDERS.....	7
11 CONTENT AND PRESENTATION OF TENDER.....	7
12 INFORMATION/DOCUMENTS TO BE SUPPLIED BY THE TENDERER.....	8
13 TENDER PRICES.....	13
14 PERIOD OF VALIDITY OF TENDERS	13
15 TENDER GUARANTEE.....	13
16 VARIANT SOLUTIONS.....	14
SUBMISSION OF TENDERS.....	15
17 SEALING, MARKING AND SUBMISSION OF TENDERS.....	15
18 EXTENSION OF THE DEADLINE FOR SUBMISSION OF TENDERS.....	15
19 LATE TENDERS.....	16
20 ALTERATION AND WITHDRAWAL OF TENDERS.....	16
OPENING AND EVALUATION OF TENDERS	16
21 OPENING OF TENDERS	16
22 EVALUATION OF TENDERS	17
23 CORRECTION OF ERRORS	18
CONTRACT AWARD.....	18
24 AWARD CRITERIA	18
25 NOTIFICATION OF AWARD, CONTRACT CLARIFICATIONS.....	18
26 CONTRACT SIGNING AND PERFORMANCE GUARANTEE	19
27 CANCELLATION OF THE TENDER PROCEDURE	19
28 ETHICS CLAUSES	20
29 APPEALS	21
30 DATA PROTECTION	21
31 EARLY WARNING SYSTEM AND CENTRAL EXCLUSION DATABASE.....	22



GENERAL PART

1 GENERAL INSTRUCTIONS

- 1.1. Tenderers must tender for the whole of the works required by the dossier. Tenders will not be accepted for incomplete lots.
- 1.2 Timetable:

	DATE	TIME*
Clarification meeting	17 January 2011	13:00 hours CET
Site visit	17 January 2011	13:00 hours CET
Deadline for request for any additional information from the Contracting Authority	07 February 2011	14:00 hours CET
Last date on which additional information are issued by the Contracting Authority	17 February 2011	-
Deadline for submission of tenders	28 February 2011	14:00 hours CET
Tender opening session	28 February 2011	15:00 hours CET
Notification of award to the successful tenderer	28 March 2011 ³	-
Signature of the contract	28 April 2011 ³	-

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

³ Provisional date

2 FINANCING

The project is financed by the European Union, in accordance with the rules of IPA2010 programme.

3 PARTICIPATION

- 3.1 Participation in tendering is open to all legal persons participating either individually or in a grouping (consortium) or tenderers which are established in one of the Member States of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the IPA2010 programme under which the contract is financed. Participation is also open to international organisations. Participation of natural persons is directly governed by the specific instruments applicable to the programme under which the contract is financed.
- 3.2 These terms refer to all nationals of the said states and to all legal entities, companies or partnerships constituted under, and governed by, the civil, commercial or public law of such states and having their statutory office, central administration or principal place of business there. A legal entity, company or partnership having only its statutory office there must be engaged in an activity which has an effective and continuous link with the economy of the state concerned. Tenderers must provide evidence of their status.



- 3.3 The eligibility requirement detailed in subclause 3.1 and 3.2 applies to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers. Every tenderer, member of a joint venture/consortium, every subcontractor providing more than 10% of the works and every supplier providing more than 10% of the works must certify that they meet these conditions and prove their eligibility by a document dated less than 1 year earlier than the deadline for the submission of tenders, drawn up in accordance with their national law or practice or by copies of the original documents defining the constitution and/or legal status and establishing the place of registration and/or statutory seat and, if it is different, the place of central administration. The Contracting Authority may accept other satisfactory evidence that these conditions are met.
- 3.4 Natural persons, companies or undertakings falling into a situation set out in section 2.3.3 of the Practical Guide to contract procedures for EC external actions are excluded from participation in and the award of contracts. Tenderers must provide declarations to the effect that they are not in any of the exclusion situations listed in section 2.3.3 of the Practical Guide to contract procedures for EC external actions. The declarations must cover all the members of a joint venture/consortium. Tenderers who have been guilty of making false declarations may also incur financial penalties and exclusion in accordance with section 2.3.4 of the Practical Guide.
- 3.5 The exclusion situation referred to in subclause 3.4 applies to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers.
- 3.6 The upper limit authorised for subcontracting is 30% of the value of the tender.¹

4 ONLY ONE TENDER PER TENDERER

A company may not tender for a given contract both individually and as a member of a joint venture/consortium. Submission or participation by a tenderer in more than one tender for a contract will result in the disqualification of all those tenders for that contract in which the party is involved. The same company may only participate as subcontractor in different tenders if that is justified by the specific nature of the market and cleared by the contracting authority.

5 TENDER EXPENSES

- 5.1. The tenderer will bear all costs associated with the preparation and submission of the tender. The Contracting Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.
- 5.2. The Contracting Authority will neither be responsible for, nor cover, any expenses or losses incurred by the tenderer through site visits and inspections or any other aspect of its tender.

6 SITE INSPECTION

- 6.1. The tenderer is obliged to visit and inspect the site of the works and its surroundings for the purpose of assessing, at its own responsibility, expense and risk, factors necessary for the preparation of its tender and the signing of the contract for the works. Date, time and place, see point 13 of the procurement notice.

¹ If the offer includes subcontracting, it is recommended that the contractual arrangements between the tenderer and its subcontractors include mediation, according to national and international practices, as a method of dispute resolution.



- 6.2. A clarification meeting and a site visit will be held by the Contracting Authority - Date, time and place, see point 13 of the procurement notice.
- 6.3. The minutes of the clarification meeting and the site visit will be published on the EuropeAid website. As proof of participation the tenderers will receive a certificate of their site visit.

TENDERS DOCUMENTS

7 CONTENT OF TENDER DOCUMENTS

The set of tender documents comprises the documents specified in the invitation letter.

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

8 EXPLANATIONS CONCERNING TENDER DOCUMENTS

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

Mrs Sofija ARANDJELOVIC
Sofija.Arandjelovic@ec.europa.eu
 Tel.: +381 11 3083 200
 Fax: +381 11 3083 201
 Finance and Contracts Section
 Delegation of the European Union to the Republic of Serbia
 GTC 19a Avenue Building
 Vladimira Popovica 40
 11070 Belgrade
 Serbia

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

The Contracting Authority must reply to all tenderers' questions at least 11 days before the deadline for receipt of tenders.

- 8.2. The questions and answers will be published on the EuropeAid website at <https://webgate.ec.europa.eu/europeaid/online-services/index.cfm?do=publi.welcome> and on the website of the Delegation of the European Union to the Republic of Serbia, www.europa.rs, section Tenders.



9 MODIFICATIONS TO TENDER DOCUMENTS

- 9.1. The Contracting Authority may amend the tender documents by publishing modifications up to 11 days before the deadline for submission of tenders.
- 9.2. Each modification published will constitute a part of the tender documents and will be published on the EuropeAid website <https://webgate.ec.europa.eu/europeaid/online-services/index.cfm?do=publi.welcome> and on the website of the Delegation of the European Union to the Republic of Serbia, www.europa.rs, section Tenders.
- 9.3. The Contracting Authority may, as necessary and in accordance with Clause 18, extend the deadline for submission of tenders to give tenderers sufficient time to take modifications into account when preparing their tenders.

TENDERS PREPARATION

10 LANGUAGE OF TENDERS

- 10.1. The tender and all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in the language of the procedure which is English. All correspondence relating to payments, including invoices and interim and final payment certificates, must also be sent to the Contracting Authority in English.
- 10.2. If the supporting documents are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the European Union other than the one of the procedure, it is however strongly recommended to provide a translation into the language of the call for tenders, in order to facilitate the evaluation of the documents.

11 CONTENT AND PRESENTATION OF TENDER

- 11.1. Tenders must satisfy the following conditions:
 - 11.1.1. Tenders must comprise the documents and information in clause 12 below.
 - 11.1.2. The tender must be signed by a person or persons empowered by the power of attorney submitted in accordance with Form 4.3 of Volume 1, Section 4 of the tender dossier.
 - 11.1.3. The relevant pages of the documents specified in clause 12 must be signed as indicated.
 - 11.1.4. The tenderer must provide all documents required by the provisions of the tender dossier. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the tenderer. Tenders which do not comply with the requirements of the tender dossier may be rejected.
- 11.2. The works are not divided into lots.
 - 11.2.1. If works have not been divided into lots, tenders must be for the whole of the quantities indicated.



12 INFORMATION/DOCUMENTS TO BE SUPPLIED BY THE TENDERER

12.1 All tender must comprise the following information and duly completed documents:

- 12.1.1 Tender form and appendix, in accordance with the forms provided in Volume 1, section 2;
- 12.1.2 Documentation as required in the questionnaire in Volume 1, Section 4, including all forms attached;
- 12.1.3 The forms provided in Volume 4:

Volume 4.2.2 - Recapitulation;
Volume 4.2.3 - Breakdown of the Lump-sum Price;
Volume 4.2.5 - Detailed Breakdown of Prices.

The Breakdown of the Lump-sum Price and the Detailed Breakdown of Prices do not derogate in any way to the clause according to which, in a lump-sum contract, the total contract price remains fixed irrespective of the quantities of work actually carried out.

- 12.1.4 Cashflow statements;
- 12.1.5 Copies of the most recent documents showing the organisation chart, legal status and place of registration of the headquarters of the tenderer, a power of attorney empowering the person signing the tender and all related documentation. These documents must correspond to the forms in Volume 1, Section 4 of the tender dossier:
To be completed in accordance with the questionnaire in Volume 1, Section 4
 - general information about the tenderer (Form 4.1)
 - organisation chart (Form 4.2)
 - power of attorney (Form 4.3).
- 12.1.6 Evidence showing that the liquid assets and access to credit facilities are adequate for this contract, confirmed by a financial statement for the last 3 years verified by a chartered accountant. This evidence must be provided using Form 4.4, Financial statement, in Volume 1, Section 4 of the tender documents.
- 12.1.7 Financial projections for the two years ahead. This information must follow Form 4.4, Financial statement, provided in accordance with Volume 1, Section 4 of the tender documents.
- 12.1.8 Financial identification form (Form 4.5a, Volume 1) and Legal Entity File (Form 4.5b, Volume 1). Where the tenderer has already signed another contract financed by the European Union, it may provide instead of the forms and its supporting documents either the file numbers received or copies of the forms provided on that occasion, unless a change occurred in the meantime.
- 12.1.9 Information about the tenderer's technical qualifications. This information must follow the forms in Volume 1, Section 4 of the tender documents and include:



- a presentation of the tenderer's organisation, including the total number of staff employed (Form 4.6.1.1),
- a list of the staff proposed for the execution of the contract, with the CVs of key staff (Forms 4.6.1.2 and 4.6.1.3),
- a list of plant for execution of the contract. The descriptions must demonstrate the tenderer's ability to complete the works and should include inter alia:
 - Survey equipment (including Marine magnetometer, Echo-sounder equipment, Geomagnetic and Georadar equipment)
 - Diving equipment
 - Floating equipment
 - Bomb locators
 - Sonar system
 - Remote operated vehicles
 - Ordnance disposal (EOD) equipment
 - other relevant equipment to execute the works

The tenderer must indicate whether such equipment is owned, hired or used by a subcontractor. Manufacturer's documents fully describing the equipment must be submitted with the tender (Form 4.6.2);

- a list of materials and any supplies intended for use in the works, stating their origin;
- a work plan with brief descriptions of major activities (Form 4.6.3), showing the sequence and proposed timetable for the implementation of the tasks. In particular, the proposal shall detail the temporary and permanent works to be constructed. The tenderer must take account of the prevailing weather conditions and the requirement to prepare designs and obtain required permits prior to the execution of the site works. The tenderer must also submit a draft detailed SOP (Standard Operating Procedure) together with a comprehensive method statement, with drawings if necessary, showing the methods by which it proposes to carry out the works. In particular, the tenderer must indicate the numbers, types and capacities of the plant and personnel it proposes to use on the major activities of work;
- a critical milestone bar chart showing times and duties allocated for employees for this contract (Form 4.6.3);
- data concerning subcontractors and the percentage of works to be subcontracted (Form 4.6.3);
- evidence of relevant experience in execution of works of a similar nature, (UXO clearance & underwater UXO clearance operations) including the nature and value of the relevant contracts, as well as works in hand and contractually committed (Form 4.6.4). The evidence shall include successful experience as the prime contractor in execution of at least 3 projects of the same nature and complexity (UnderWater UXO clearance) comparable to the works concerned by the tender during the last 5 years (2006-2010), each of a minimum amount of EUR 500,000.00;
- information regarding the proposed main site office (Form 4.6.3);
- an outline of the quality assurance system(s) to be used (Form 4.6.7).



- if applicable, information about tenderers involved in a joint venture/consortium (Form 4.6.5);
- details of their litigation history over the last 3 years (2008-2010) (Form 4.6.6);
- details of the accommodation and facilities to be provided for the Supervisor (Form 4.6.8);
- any other information (Form 4.6.9).

12.1.10. Proof documents, declarations and undertakings according to clauses 3.1-3.6 above. These documents should cover all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers as specified.

12.1.11 Unless otherwise provided in the contract, all goods purchased under the contract must originate in a Member States of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the programme specified in clause 3.1 above. Tenderers must provide an undertaking signed by their representative certifying their compliance with this requirement. For more details see point 2.3.1 PRAG.

For these purposes, "origin" means the place where the materials and/or equipment are mined, grown, produced or manufactured and/or from which services are provided. The origin of goods must be determined according to the Community Customs Code or the international agreements to which the country concerned is a signatory.

12.1.12 Modifications (if any);

12.1.13 Tender guarantee, in the form provided in Volume 1, Section 3:

12.1.14. All tenderers must include the certificate of their site visit in their tender.

12.2 In order to be considered eligible for the award of the contract, tenderers must provide evidence that they meet the selection criteria. This evidence must be provided by tenderers in the form of the information and documents described in Subclause 12.1 above and in whatever additional form tenderers may wish to utilise.

In the case of a tender submitted by a consortium, unless specified, these selection criteria will be applied to the consortium as a whole:

The selection criteria for each tenderer are as follows:

Economic and financial capacity of candidate:

For a sole tenderer and for a joint venture/consortium:

- (i) The average annual turnover of all members of the joint venture/consortium in the years 2007, 2008 and 2009 must be at least EUR 3 million.
- (ii) The quantity of work to be subcontracted is no more than 30%.
- (iii) Sole tenderer or the joint venture/consortium must have access to sufficient credit and other financial facilities to cover the required cash-flow for the duration of the contract. In any case, the amount of credit available must exceed the equivalent of € 500,000.



Technical and professional capacity of candidate:

For a joint venture/consortium:

- (iv) The Lead Partner (must be a UXO/Mine Clearance Company. Note that the UN IMAS Accreditation is obligatory/IMAS 07.30 and ISO 9001 Certification - such as “Quality Assurance /Quality Control in Offshore and Onshore Mine Clearance Operations - ISO 9001/2000 Certification” or similar, would be an asset for the Contractor) in a joint venture/consortium must have the ability to carry out at least 50% of the contract works by his own means, which means that he must have the organisational structure, equipment, materials, human and financial resources necessary to enable him to carry out that percentage of the contract.
- (v) Each of the other partner(s) in a joint venture/consortium (i.e. excluding the Lead Partner) must have the ability to carry out at least 10% of the contract works by his own means, as defined in criterion (ii).
- (vi) The combined experience of all members must include, over the last 5 years (2006, 2007, 2008, 2009 and 2010), the completion of at least 2 projects, each of a minimum amount of EUR 500,000.00 with the same complexity and nature (UW/underwater UXO clearance) as the works concerning this tender, and 1 project with a minimum amount of EUR 50,000.00 in underwater UXO clearance in a river. The Contracting Authority reserves the right to ask for copies of the respective certificates of final acceptance signed by the supervisors/contracting authority of the projects concerned

For a sole tenderer:

- (vii) He must have the ability to carry out at least 60% of the contract works by his own means, as defined in criterion (ii).
- (viii) His experience must include, over the last 5 years (2006, 2007, 2008, 2009 and 2010), the completion of at least 2 projects, each of a minimum amount of EUR 500,000.00 with the same complexity and nature (UW/underwater UXO clearance) as the works concerning this tender, and 1 project with a minimum amount of EUR 50,000.00 in underwater UXO clearance in a river. The Contracting Authority reserves the right defined in criterion (iv).

For a sole tenderer and for a joint venture/consortium:

- (ix) His key personnel must have more than 10 years appropriate/professional experience and proven qualifications relevant to works of similar nature to this project (please refer to Technical Specifications for further details).

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator.

The winning Tenderer is obliged to seek accreditation from the Mine Action Centre (MAC of Serbia) immediately after receipt of the letter of award. Please note that the accreditation from MAC is necessary for the signing of the works contract.



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

- The tender must include all the information required by Subclause 12.1 above for each member of the joint venture/consortium and the summary data for execution of works by the tenderer.
- The tender must be signed in a way that legally binds all members. One member must be appointed lead member and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all the individual members. See Form 4.6.5 in Volume 1 and the tender form.
- All members of the joint venture/consortium are bound to remain in the joint venture/consortium for the whole execution period of the contract. See the declaration in the tender form.



13 TENDER PRICES

- 13.1. The currency of the tender is the euro².
- 13.2. The tenderer must provide Breakdown of the Lump-sum Price in euro. The tender price must cover the whole of the works as described in the tender documents. All sums in Breakdown of the Lump-sum Price, the questionnaire and other documents must also be expressed in this currency, with the exception of originals of bank and annual financial statements.
- 13.3. Tenderers must quote all components of Breakdown of the Lump-sum Price. No payment will be made for items which have not been costed; such items will be deemed to be covered by other items on the Breakdown of the Lump-sum Price.
The prices do not include the taxes and fiscal duties, whose exoneration is explicitly given for the contract. The non-exonerated taxes and fiscal duties are, apart from those which are stated separately in these financial offer Templates, covered in the Lump-sum Price of the contract and in the various prices of the Breakdown of the Lump-sum Price.
- 13.4. If a discount is offered by the tenderer, it must be clearly specified in Breakdown of the Lump-sum Price in Volume 4 and indicated in the tender form in Volume 1, Section 1.2. The discount must be quoted for the whole of the works.
- 13.5. If the tenderer offers a discount, the discount must be included on each interim payment certificate and calculated on the same basis as in the tender.

14 PERIOD OF VALIDITY OF TENDERS

- 14.1. Tenders must remain valid for a period of 90 days after the deadline for submission of tenders indicated in the procurement notice, the invitation to tender or as modified in accordance with Clauses 9 and/or 18.
- 14.2. In exceptional circumstances the Contracting Authority may, before the period of validity expires, request that tenderers extend the validity of tenders for a specific period, which may not exceed 40 days. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request without forfeiting its tender guarantee. If the tenderer decides to accede to such a request, it may not modify its tender and it is bound to extend the validity of its tender guarantee for the revised period of validity of the tender.
- 14.3. The successful tenderer must maintain its tender for a further 60 days. The further period is added to the validity period irrespective of the date of notification.

15 TENDER GUARANTEE

- 15.1. The tenderer must provide, as a part of its tender, a tender guarantee in the form set out in Volume 1, Section 3 of the tender dossier, or in another form acceptable to the Contracting Authority and meeting the essential requirements set out therein. The tender guarantee must be for an amount of **30,000.00 EUR**. The original guarantee must be included in the original tender.

² The currency of tender shall be the currency of the contract and of payment.



- 15.2. It may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a guarantee provided by an insurance and/or guarantee company or an irrevocable letter of credit made out to the Contracting Authority.
- 15.3. The tender guarantee must remain valid for 45 days beyond the period of validity of the tender, including any extensions, and be issued to the Contracting Authority for the requisite amount.
- 15.4. The tender guarantees of unsuccessful tenderers will be returned together with the information letter that the tenderer has been unsuccessful.
- 15.5. The tender guarantee of the successful tenderer shall be released when the tenderer has signed the contract and provided the requisite performance guarantee.

16 VARIANT SOLUTIONS

Variant solutions will not be taken into consideration.



SUBMISSION OF TENDERS

17 SEALING, MARKING AND SUBMISSION OF TENDERS

- 17.1. The complete tender must be submitted in one original, clearly marked "original" and five (5) copies, also clearly marked "copy". In the event of any discrepancy between them the original will prevail. The tender must be submitted including an electronic copy of the bid.
- 17.2. The technical and financial offers must be placed together in a sealed envelope. The envelopes should then be placed in another sealed envelope/package, unless their volume requires a separate submission for each lot.
- 17.3. All tenders must be received by the Contracting Authority before the deadline specified in point 19 or the Procurement Notice, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by the receptionist or its representative.

The tender shall be sent to the following address:

Delegation of the European Union to the Republic of Serbia
GTC 19a Avenue Building
Vladimira Popovića 40
11070 Belgrade
Serbia

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

Delegation of the European Union to the Republic of Serbia
GTC 19a Avenue Building
Vladimira Popovića 40
11070 Belgrade
Serbia
09:00 hours – 16:00 hours

- 17.4. Tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:
 - (a) the above address;
 - (b) the reference code of this tender procedure, (i.e., EuropeAid/130565/C/WKS/RS);
 - (c) where applicable, the number of the lot(s) tendered for;
 - (d) the words "Not to be opened before the tender opening session" in the language of the tender dossier and "Ne otvarati pre zvaničnog otvaranja ponuda".
 - (e) the name of the tenderer.

18 EXTENSION OF THE DEADLINE FOR SUBMISSION OF TENDERS

The Contracting Authority may, on its own discretion, extend the deadline for submission of tenders by issuing a modification in accordance with Clause 9. In such cases, all rights and obligations of the Contracting Authority and the tenderer regarding the original date specified in the procurement notice will be subject to the new date.



19 LATE TENDERS

- 19.1. All tenders received after the deadline for submission specified in the procurement notice or these instructions will be kept by the Contracting Authority. The associated guarantees will be returned to the tenderers.
- 19.2. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

20 ALTERATION AND WITHDRAWAL OF TENDERS

- 20.1. Tenderers may alter or withdraw their tenders by written notification prior to the above deadline. No tender may be altered after the deadline for submission. Withdrawals must be unconditional and will end all participation in the tender procedure.
- 20.2. Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Clause 17, and the envelope must also be marked with "alteration" or "withdrawal" as appropriate.
- 20.3. The withdrawal of a tender in the period between the deadline for submission and the date of expiry of the validity of the tender will result in forfeiture of the tender guarantee.

OPENING AND EVALUATION OF TENDERS

21 OPENING OF TENDERS

- 21.1 The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents have been properly included and whether the tenders are generally in order.
- 21.2 Tenders will be opened in public session on date and venue specified in point 20 of the Procurement Notice by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which shall be available to tenderers on request.
- 21.3 At the tender opening, the tenderers' names, the tender prices, any discounts offered, written notifications of alteration and withdrawal, the presence of the tender guarantee (if required) and such other information the Contracting Authority may consider appropriate may be announced.
- 21.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation or comparison of tenders or recommendations concerning the award of contract can be disclosed until after the contract has been awarded.

Any attempt by a tenderer to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Authority in its decision concerning the award of the contract will result in the immediate rejection of its tender.



22 EVALUATION OF TENDERS

The Contracting Authority reserves the right to ask a tenderer to clarify any part of this offer that the evaluation committee may consider necessary for the evaluation of the offer. Such requests and the responses to them must be made in writing. They may in no circumstances alter or try to change the price or content of the tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders.

The Contracting Authority reserves the right to check information submitted by the tenderer if the evaluation committee considers it necessary.

22.1. Examination of the administrative conformity of tenders

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

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

The evaluation committee will check that each tender:

- has been properly signed;
- includes a correct tender guarantee (if required);
- all the elements in the administrative compliance grid are acceptable;
- has complete documentation and information;
- substantially complies with the requirements of these tender documents.

If a tender does not comply with the requirements of the administrative compliance grid, it may be rejected by the evaluation committee when checking admissibility.

22.2 Technical evaluation

The evaluation committee must evaluate only those tenders considered substantially compliant in accordance with Clause 22.1.

The purpose of the evaluation process is to identify the tenderer which for the lowest cost is most likely to enable the Contracting Authority to achieve its objectives of having a facility that is completed on time, meets the published criteria and is within the budget available. The evaluation of tenders may take into account not only the construction costs but, if necessary, the operating costs and resources required (ease of operation and maintenance), in line with the technical specifications. The Contracting Authority will examine in detail all the information supplied by the tenderers and will formulate its judgement on the basis of the lowest total cost, including additional costs.

At this step of the evaluation procedure the committee will analyse the tenders technical conformity in relation to the technical specifications, classifying them technically compliant or non-compliant.



22.3 Financial evaluation

Once the technical evaluation has been completed the evaluation committee checks that the financial offers contain no arithmetical errors. If the tender procedure contains several lots, financial offers are compared for each lot. The financial evaluation will have to identify the best financial offer for each lot, taking due account of any discounts offered.

When analysing the tender, the evaluation committee will determine the final tender price after adjusting it on the basis of Clause 23.

23 CORRECTION OF ERRORS

23.1. Possible errors in the financial offer will be corrected by the evaluation committee as follows:

- where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
- except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.

23.2. The amount stated in the tender will be adjusted by the evaluation committee in the event of error, and the tenderer will be bound by that adjusted amount. If the tenderer does not accept the adjustment, its tender will be rejected and its tender guarantee forfeited.

CONTRACT AWARD

24 AWARD CRITERIA

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

25 NOTIFICATION OF AWARD, CONTRACT CLARIFICATIONS

Prior to the expiration of the period of validity of tenders, the Contracting Authority will notify the successful tenderer, in writing, that its tender has been selected and draw its attention to any arithmetical errors corrected during the evaluation process. This notification may take the form of an invitation to clarify certain contractual questions raised therein, to which the tenderer must prepare himself to reply. This clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of such clarifications will be set out in a memorandum of clarifications, to be signed by both parties and incorporated into the contract.

Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the **documentary proof** or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is established, to show that it does not fall into any of the exclusion situations listed in section 2.3.3 of the Practical Guide to contract procedures for EC external actions. This evidence or these documents or statements must carry a date, which cannot be more than 1 year before the date of submission of the tender. In addition, a statement shall be furnished stating that the situations described in these documents have not changed since then. The above mentioned documents must be submitted for the tenderer, every member of a joint venture/consortium, all subcontractors providing more than 10% of the works and every supplier providing more than 10% of the works. For any other sub-contractor or supplier the



successful tenderer must submit a declaration from the intended subcontractor or supplier that it is not in one of the exclusion situations. In case of doubt on this declaration of honour, the Contracting Authority shall request documentary evidence that they are not in a situation of exclusion.

Furthermore evidence of the financial and economic capacity as well as the technical and professional capacity according to the selection criteria specified in subsection 12.2 above will be requested unless satisfactory documents are already included in the tender.

If the successful tenderer fails to provide this documentary proof or statement within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the tender to the next lowest tenderer or cancel the tender procedure.

After the contract has been signed and the performance guarantee has been provided by the successful tenderer, in accordance with Clause 26, the Contracting Authority will promptly notify the other tenderers that their tenders have not been successful and release their tender guarantees.

26 CONTRACT SIGNING AND PERFORMANCE GUARANTEE

- 26.1. Within 30 days of receipt of the contract already signed by the Contracting Authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable) to the Contracting Authority. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.
- 26.2. If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.
- 26.3. The performance guarantee referred to in the General Conditions is set at 10% of the amount of the contract and must be presented in the form specified in the annex to the tender dossier. It will be released in accordance with the Special Conditions.

27 CANCELLATION OF THE TENDER PROCEDURE

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

Cancellation may occur where:

- the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal execution of the project impossible;
- all technically compliant tenders exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management.



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

28 ETHICS CLAUSES

- 28.1. Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its candidacy or tender and may result in administrative penalties.
- 28.2. Without the Contracting Authority's prior written authorisation, the Contractor and its staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.
- 28.3. When putting forward a candidacy or tender, the candidate or tenderer must declare that it is affected by no conflict of interest, and that it has no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Authority.
- 28.4. The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. It must refrain from making public statements about the project or services without the Contracting Authority's prior approval. It may not commit the Contracting Authority in any way without its prior written consent.
- 28.5. For the duration of the contract, the Contractor and its staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.
- 28.6. The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
- 28.7. The Contractor and its staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.
- 28.8. The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
- 28.9. The Contractor shall refrain from any relationship likely to compromise its independence or that of its staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.



- 28.10. The Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.
- 28.11. All tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.
- 28.12. The Contractor undertakes to supply the Commission on request with all supporting documents relating to the conditions of the contract's execution. The Commission may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.
- 28.13. Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.
- 28.14. The Contracting Authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, the Contracting Authority may refrain from concluding the Contract.

29 APPEALS

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See further section 2.4.15 of the Practical Guide to contract procedures for EC external actions.

30 DATA PROTECTION

All personal data (such as names, addresses, CVs, etc.) will be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the EU institutions and bodies and on the free movement of such data. Your replies to the questions in the call for tender are necessary in order to assess your tender and they will be processed solely for that purpose by the department responsible for the programme concerned. On request, you may be sent personal data and correct or complete them. For any question relating to these data, please contact the Commission department to which the tender must be returned. Tenderers may lodge a complaint against the processing of their personal data with the European Data Protection Supervisor at any time (Official Journal L 8, 12.1.2001).



31 EARLY WARNING SYSTEM AND CENTRAL EXCLUSION DATABASE

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations mentioned in:

- the Commission Decision of 16.12.2008 on the Early Warning System (EWS) for the use of authorising officers of the Commission and the executive agencies (OJ, L 344, 20.12.2008, p.125) or
- the Commission Regulation of 17.12.2008 on the Central Exclusion Database (CED) (OJ L344, 20.12.2008, p.12),

their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the EWS only or both in the EWS and CED, and communicated to the persons and entities listed in the above-mentioned Decision and Regulation, in relation to the award or the execution of a procurement contract.



**Works tender for
Survey & Removal of Unexploded Ordnance (UXO)
from the Danube River, Prahovo Section
Republic of Serbia**

Publication reference: EuropeAid/130565/C/WKS/RS

VOLUME 1

SECTION 2

**TENDER FORM and
APPENDIX TO THE TENDER**



TENDER FORM FOR A WORKS CONTRACT

PUBLICATION REF.: EUROPEAID/130565/C/WKS/RS

Name of contract: Survey & removal of unexploded ordnance (UXO) from the Danube River, Prahovo Section, Republic of Serbia

<Place and date>

To: Delegation of the European Union to the Republic of Serbia
Avenija 19a, Vladimira Popovića 40/V,
11070 Belgrade, Serbia

One signed form must be supplied (for each lot, if the tender procedure is divided into lots), together with the number of copies specified in the Instruction to Tenderers. The form must include a signed declaration using the annexed format from each legal entity making the application. **All data included in this form must concern only the legal entity or entities making the application.** The attachments to this submission form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted the originals must be dispatched to the Contracting Authority upon request. For economical and ecological reasons, we strongly recommend that you submit your files on paper-based materials (no plastic folder or divider). We also suggest you use double-sided print-outs as much as possible.

Any additional documentation (brochure, letter, etc) sent with the form will not be taken into consideration. Applications being submitted by a **consortium** (i.e., either a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator.



1 SUBMITTED BY

	Name(s) of tenderer(s)	Nationality¹
Leader²		
Member 2*		
Etc ...		

2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
E-mail	

3 TENDERER'S DECLARATION(S)

As part of their tender, each legal entity identified under point 1 of this form, including every consortium member, must submit a signed declaration using this format.

In response to your letter of invitation to tender for the above contract,
we, the undersigned, hereby declare that:

1. We have examined and accept in full the content of the dossier for invitation to tender No [.....] of [../.../..]. We hereby accept its provisions in their entirety, without reservation or restriction.

¹ Country in which the legal entity is registered.

² Add/delete additional lines for members as appropriate. Note that a subcontractor is not considered to be a member for the purposes of this tender procedure. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as 'leader' (and all other lines should be deleted).



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

[*description of works*]

3. The price of our tender is:

(in figures) **EUROS**

(in words) **EUROS**

4. Not applicable

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

6. If our tender is accepted, we undertake to provide a performance guarantee, as required by Article 13 of the Special Conditions.

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

<.....>

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

9. We are not in any of the situations excluding us from participating in contracts which are listed in section 2.3.3 of the Practical Guide to contract procedures for EC external actions. In the event that our tender is successful, we undertake, if required, to provide the proof usual under the law of the country in which we are established that we do not fall into these exclusion situations. The date on the evidence or documents provided will be no earlier than 1 year before the date of submission of tender and, in addition, we will provide a statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

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



10. We agree to abide by the ethics clauses in Clause 28 of the instructions to tenderers and, in particular, have no conflict of interests or any equivalent relation in that respect with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure.
11. We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the EU/EDF.
12. We note that the Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.
13. We fully recognise and accept that we may be excluded from tender procedures and contract, in accordance with the Section 2.3.4 of the Practical Guide to contract procedures for EC external actions, for a maximum period of 5 years from the date on which the infringement is established and up to 10 years in the event of a repeated offence within the 5 years of the above-mentioned date. Furthermore, we acknowledge that, should we made false declarations, committed substantial errors, irregularities or fraud, we shall also be subject to financial penalties representing 2 % to 10 % of the total estimated value of the contract being awarded. This rate may be increased to 4% to 20% in the event of a repeat offence within 5 years of the first infringement.
14. We are aware that, for the purposes of safeguarding the financial interests of the Communities, our personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

[* Delete as applicable]

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

Duly authorised to sign this tender on behalf of:

[.....]

Place and date: [.....]

Stamp of the firm/company:

This tender includes the following annexes:

[*Numbered list of annexes with titles*]



APPENDIX TO TENDER FOR A WORKS CONTRACT

PUBLICATION REF.: EUROPEAID/130565/C/WKS/RS

Name of contract: Survey & removal of unexploded ordnance (UXO) from the Danube River, Prahovo Section, Republic of Serbia

(Note: Tenderers are required to fill in the blank spaces in this Appendix)

	Subclauses of General Conditions or Special Conditions	
Name and address of the Contracting Authority.	4.1	Delegation of the European Union to the Republic of Serbia Avenija 19a, Vladimira Popovića 40/V, 11070 Belgrade, Serbia
Name and address of the tenderer	To be completed by the tenderer	
Name and address of the representative of the Contracting Authority.	4.1	Mr Otto Nagy Delegation of the European Union to the Republic of Serbia Avenija 19a, Vladimira Popovića 40/V, 11070 Belgrade, Serbia
Name and address of the Supervisor.	4.1	<u>To be named later</u>
Financing authority	4.1	Delegation of the European Union to the Republic of Serbia Avenija 19a, Vladimira Popovića 40/V, 11070 Belgrade, Serbia
Deadline for Notice to Commence	33.1	30 calendar days from the signature of the Contract
Period of Implementation	34.1	18 calendar months (with two working summer seasons)
Currency	45.1	EUR



Law of the contract	2.1	EU law, complemented by Belgian law
Language of the contract	2.2	English
Language for communications	2.2	English
Period of access to the site	9	Upon request by the contractor
Amount of performance guarantee	15.1	10% of the contract price and any addenda thereto until Final Acceptance
Pre-financing (advance) payment	46.1 (a) 46.1 (b)	10% of contract price 20 % of contract price
Deadline for submission of programme	17.2	15 calendar days of the Notice to Commence the Works
Normal working hours		07:00 to 18:00 Monday to Friday (night EOD operations are forbidden)
Defect liability period	61.7	Not applicable
Period after the effective date during which the Contracting Authority's representative must issue notice to commence the works	33.1	30 calendar days from the signature of the Contract
Liquidated damages for the works	36.1	0.1% of contract price per day
Limit of liquidated damages for delay	36.3	10% of contract price
Percentage of retention monies	47.1	Not applicable
Release retention monies	47.3	Not applicable
Minimum amount of interim payment certificates	50.1	Not applicable
Percentage for adjustment of provisional sums		Not applicable
Amount of insurance for design	16	Not applicable
Amount of third-party insurance	16.4	A minimum of EUR 0.5 million per accident with the number of occurrences unlimited.



Periods for submission of insurance	16.5	To be submitted at the same time as submission of Performance Guarantee.
Number of members of dispute-settlement committee	68	As per rules of International Chamber of Commerce (Paris)
Member of dispute-settlement committee (if not agreed) to be nominated by	68	As per rules of International Chamber of Commerce (Paris)
Arbitration rules	68	International Chamber of Commerce (Paris)
Number of arbitrators	68	As per rules of International Chamber of Commerce (Paris)
Language of Arbitration	68	English
Place of Arbitration	68	Brussels, Belgium
.....		

Signature _____

Capacity _____

duly authorised to sign for and on behalf of



**Works tender for
Survey & Removal of Unexploded Ordnance (UXO)
from the Danube River, Prahovo Section
Republic of Serbia**

**Publication reference:
EuropeAid/130565/C/WKS/RS**

VOLUME 1

SECTION 3

TENDER GUARANTEE FORM



TENDER GUARANTEE FORM**Works contract**

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

For the attention of the

Delegation of the European Union to the Republic of Serbia
GTC 19a Avenue Building
Vladimira Popovica 40
11070 Belgrade
Serbia

referred to below as the “Contracting Authority”

Title of contract: **Survey & Removal of Unexploded Ordnance (UXO) from the Danube River, Prahovo Section, Republic of Serbia**

Identification number: **EUROPEAID/130565/C/WKS/RS**

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

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

We note that the guarantee will be released at the latest within 45 days of the expiry of the tender validity period, including any extensions, in accordance with Article 15 of the Instructions to Tenderers [and in any case at the latest on (1 year after the deadline for submission of tenders)]¹.

The law applicable to this guarantee shall be that of <enter Belgium or the name of the country of the Contracting Authority if this is not the European Commission / country in which the financial institution issuing the guarantee is established>. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of Belgium.

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

Done at, .././..

Name and first name: On behalf of:

Signature:

[stamp of the body providing the guarantee]

¹ This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date



**Works tender for
Survey & Removal of Unexploded Ordnance (UXO)
from the Danube River, Prahovo Section
Republic of Serbia**

Publication reference: EuropeAid/130565/C/WKS/RS

**VOLUME 1
SECTION 4
QUESTIONNAIRE**



VOLUME 1

SECTION 4

QUESTIONNAIRE

CONTENTS

ADDITIONAL NOTICE TO TENDERERS

FORM 4.1 GENERAL INFORMATION ABOUT THE TENDERER

FORM 4.2 ORGANISATION CHART

FORM 4.3 POWER OF ATTORNEY

FORM 4.4 FINANCIAL STATEMENTS

FORM 4.5 a) FINANCIAL IDENTIFICATION FORM

b) LEGAL ENTITY FILES

FORM 4.6 TECHNICAL QUALIFICATIONS

- 4.6.1 PERSONNEL
- 4.6.2 PLANT
- 4.6.3 WORKPLAN AND PROGRAMME
- 4.6.4 EXPERIENCE AS CONTRACTOR
- 4.6.5 INFORMATION ON JOINT VENTURES
- 4.6.6 LITIGATION HISTORY
- 4.6.7 QUALITY ASSURANCE SYSTEM(S)
- 4.6.8 ACCOMMODATION FOR THE SUPERVISOR
- 4.6.9 FURTHER INFORMATION



VOLUME 1

SECTION 4:

ADDITIONAL NOTICE TO TENDERERS

1. All questions contained in the forms must be answered by the tenderer.
2. Additional sheets may be attached as necessary.
3. If a question does not apply to the tenderer, **"not applicable"** should be entered alongside with a brief explanation of why.
4. Every single page of each form must be numbered consecutively in the bottom right-hand corner.
5. Financial data and declarations presented by the tenderer must be given in euro or national currency. Original bank statements may be also attached for reference.
6. If the requested supporting documents/certificates are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the European Union, other than the one of the procedure, it is however strongly recommended to provide a translation into the language of the call for tenders, in order to facilitate the evaluation of the documents.
7. Each partner in a joint venture/consortium must fill in and submit every form.
8. Firms applying as a joint venture/consortium must also complete Form 4.6.5 concerning joint ventures/consortia.
9. The person signing this questionnaire guarantees the truthfulness and accuracy of all the statements made.
10. The accuracy of the answers to the questionnaire, their completeness and the attached documentation will be taken into account in the tender evaluation. The attention of tenderers is also drawn to the fact that the absence of some data may cause their non-compliance in the related item of evaluation.



VOLUME 1

SECTION 4

FORM 4.1

GENERAL INFORMATION ABOUT THE TENDERER

- 4.1.1. Name of company
.....
.....
- 4.1.2. Registered address
.....
.....
..... telephone Fax..... Telex E-mail.....
- 4.1.3. Names and nationalities of principals/directors and associates.....
.....
.....
- 4.1.4. Type of company (natural person, partnership, corporation, etc.).....
- 4.1.5. Description of company (e.g. general civil engineering contractor)
- 4.1.6. Company's nationality
- 4.1.7. Number of years experience as contractor
- in own country.....
- internationally
- 4.1.8. Registration details
.....
.....
Please attach copy of the registration certificate
- 4.1.9. Equity in the company
Shares (%).....
.....
- 4.1.10. Name(s) and address(es) of companies involved in the project and whether parent/subsidiary/subcontractor/other:.....
.....
.....
- 4.1.11. If the company is a subsidiary, what involvement, if any, will the parent company have in the project?
.....
- 4.1.12. Foreign companies must state whether they are established in the state of the Contracting Authority in accordance with applicable regulations (for information only)

Signature:

(a person or persons authorised to sign on behalf of the tenderer)

Date:.....



VOLUME 1

SECTION 4:

FORM 4.2 **ORGANISATION CHART**

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

Signature

(a person or persons authorised to sign on behalf of the tenderer)

Date.....



VOLUME 1
SECTION 4:
FORM 4.3
POWER OF ATTORNEY

Please attach here the power of attorney empowering the signatory of the tender and all related documentation.

Signature:

(a person or persons authorised to sign on behalf of the tenderer)

Date:



VOLUME 1

SECTION 4:

FORM 4.4 **FINANCIAL STATEMENT**

Please provide all of the information required by this form in euro.

4.4.1 Basic capital

Amount..... Euro
 Currency..... Euro
 Authorised..... Euro
 Issued..... Euro

4.4.2 Annual value of works undertaken for each of the last three years, and projected for year 2011 and 2012.

Euro	Year-2007	Year-2008	Year 2009	Current year	2011	2012
At home						
Abroad						
Total						

4.4.3 Approximate value of works in hand (at home and abroad)

..... (euro)

4.4.4 Please attach copies of the company's previous 3 years certified statements of account (with translations into English) from which the following basic data will be abstracted; and provide the same information projected for year 2011 and 2012.

Euro	Year-2007	Year-2008	Year 2009	Current year	2011	2012
1.Total assets
2.Total liabilities
<i>Net Value (1 minus 2)</i>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u>

3.Liquid assets
4.Short-term debts
<i>Working capital (3 minus 4)</i>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u>



[illegible]

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

.....

.....

.....

4.4.6 Please enclose a reference/certificate about the financial situation of the company and its access to credit facilities (maximum amount of credit facility to be stated in €)

Signature:

(a person or persons authorised to sign on behalf of the tenderer)

Date:



VOLUME 1

SECTION 4

FORM 4.5 - FINANCIAL IDENTIFICATION FORM



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/budget/execution/ftiers_fr.htm

ACCOUNT NAME	
ACCOUNT NAME ⁽¹⁾	<input style="width: 80%;" type="text"/>
	<input style="width: 80%;" type="text"/>
ADDRESS	<input style="width: 80%;" type="text"/>
	<input style="width: 80%;" type="text"/>
TOWN/CITY	<input style="width: 40%;" type="text"/>
POSTCODE	<input style="width: 40%;" type="text"/>
COUNTRY	<input style="width: 40%;" type="text"/>

CONTACT	<input style="width: 80%;" type="text"/>
TELEPHONE	<input style="width: 40%;" type="text"/>
FAX	<input style="width: 40%;" type="text"/>
E - MAIL	<input style="width: 80%;" type="text"/>

BANK	
BANK NAME	<input style="width: 80%;" type="text"/>
	<input style="width: 80%;" type="text"/>
BRANCH ADDRESS	<input style="width: 80%;" type="text"/>
	<input style="width: 80%;" type="text"/>
TOWN/CITY	<input style="width: 40%;" type="text"/>
POSTCODE	<input style="width: 40%;" type="text"/>
COUNTRY	<input style="width: 40%;" type="text"/>
ACCOUNT NUMBER	<input style="width: 80%;" type="text"/>
IBAN ⁽²⁾	<input style="width: 80%;" type="text"/>

REMARKS:	<div style="height: 50px;"></div>
----------	-----------------------------------

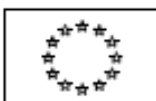
BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE (Both Obligatory) ⁽³⁾ <div style="height: 100px;"></div>	DATE + SIGNATURE ACCOUNT HOLDER : (Obligatory) <div style="height: 100px;"></div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> DATE <input style="width: 80px;" type="text"/> </div>
---	--

⁽¹⁾ The name or title under which the account has been opened and not the name of the authorized agent

⁽²⁾ If the IBAN Code (International Bank account number) is applied in the country where your bank is situated

⁽³⁾ It is preferable to attach a copy of recent bank statement, in which event the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder is obligatory in all cases.





LEGAL ENTITIES

PRIVACY STATEMENT

http://ec.europa.eu/budget/execution/legal_entities_fr.htm

PRIVATE COMPANIES

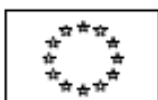
TYPE OF COMPANY	<input type="text"/>		
NGO	YES <input type="checkbox"/>	NO <input type="checkbox"/>	(Non-Governmental Organisation)
NAME(S)	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
ABBREVIATION	<input type="text"/>		
ADDRESS OF HEAD OFFICE	<input type="text"/>		
	<input type="text"/>		
POSTCODE	<input type="text"/>	P.O. BOX	<input type="text"/>
TOWN/CITY	<input type="text"/>		
COUNTRY	<input type="text"/>		
VAT (1)	<input type="text"/>		
PLACE OF REGISTRATION	<input type="text"/>		
DATE OF REGISTRATION	<input type="text"/>	<input type="text"/>	<input type="text"/>
	D D	M M	Y Y Y Y
REGISTRATION No (2)	<input type="text"/>		
PHONE	<input type="text"/>	FAX	<input type="text"/>
E-MAIL	<input type="text"/>		

THIS "LEGAL ENTITIES" FORM SHOULD BE COMPLETED AND RETURNED TOGETHER WITH:

1. A COPY OF THE VAT REGISTRATION DOCUMENT IF APPLICABLE AND IF THE VAT NUMBER DOES NOT APPEAR ON THE OFFICIAL DOCUMENT REFERRED TO AT 2 BELOW.
2. A COPY OF SOME OFFICIAL DOCUMENT (OFFICIAL GAZETTE, COMPANY REGISTER ETC.) SHOWING THE NAME OF THE LEGAL ENTITY, THE ADDRESS OF THE HEAD OFFICE AND THE REGISTRATION NUMBER GIVEN TO IT BY THE NATIONAL AUTHORITIES.

DATE AND SIGNATURE OF AUTHORISED REPRESENTATIVE





LEGAL ENTITIES

PRIVACY STATEMENT http://ec.europa.eu/budget/execution/legal_entities_fr.htm

INDIVIDUAL

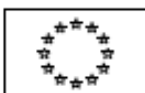
NAME	<input type="text"/>		
FIRST NAME	<input type="text"/>		
(NAME 2)	<input type="text"/>		
(NAME 3)	<input type="text"/>		
OFFICIAL ADDRESS	<input type="text"/>		
	<input type="text"/>		
<small>(OFFICIAL Address = Your PERMANENT address; generally the one which is registered on your identity card)</small>			
POSTAL CODE	<input type="text"/>	P.O. BOX	<input type="text"/>
TOWN/CITY	<input type="text"/>		
COUNTRY	<input type="text"/>		
** VAT NR	<input type="text"/>		
IDENTITY CARD NUMBER	<input type="checkbox"/>	<input type="text"/>	
PASSPORT NUMBER	<input type="checkbox"/>	<input type="text"/>	
DATE OF BIRTH	<input type="text"/> DD	<input type="text"/> MM	<input type="text"/> YYYY
PLACE OF BIRTH	<input type="text"/>		
COUNTRY OF BIRTH	<input type="text"/>		
PHONE	<input type="text"/>	FAX	<input type="text"/>
E-MAIL	<input type="text"/>		

THIS "LEGAL ENTITY" SHEET MUST BE COMPLETED AND SIGNED, AND SUBMITTED TOGETHER WITH A LEGIBLE PHOTOCOPY OF THE IDENTITY CARD OR PASSPORT

**** IF THIS FIELD IS FILLED IN, PLEASE ATTACH AN OFFICIAL "VAT" DOCUMENT.**

DATE AND SIGNATURE





LEGAL ENTITIES

PRIVACY STATEMENT

http://ec.europa.eu/budget/execution/legal_entities_fr.htm

PUBLIC ENTITIES

TYPE OF COMPANY	<input type="text"/>		
NGO	YES <input type="checkbox"/>	NO <input type="checkbox"/>	(Non-Governmental Organisation)
NAME(S)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
ABBREVIATION	<input type="text"/>		
OFFICIAL ADDRESS	<input type="text"/> <input type="text"/> <input type="text"/>		
POSTCODE	<input type="text"/>	P.O. BOX	<input type="text"/>
TOWN/CITY	<input type="text"/>		
COUNTRY	<input type="text"/>		
VAT**	<input type="text"/>		
PLACE OF REGISTRATION	<input type="text"/>		
DATE OF REGISTRATION	<input type="text"/> <small>DD</small>	<input type="text"/> <small>MM</small>	<input type="text"/> <small>YYYY</small>
REGISTRATION No	<input type="text"/>		
PHONE	<input type="text"/>	FAX	<input type="text"/>
E-MAIL	<input type="text"/>		

THIS "LEGAL ENTITIES" FORM SHOULD BE COMPLETED, SIGNED AND RETURNED TOGETHER WITH:
 * A COPY OF THE RESOLUTION, LAW, DECREE OR DECISION ESTABLISHING THE ENTITY IN QUESTION;
 * OR, FAILING THAT, ANY OTHER OFFICIAL DOCUMENT ATTESTING TO THE ESTABLISHMENT OF THE ENTITY BY THE NATIONAL AUTHORITIES
 ** IF THIS FIELD IS COMPLETED, PLEASE ATTACH AN OFFICIAL VAT DOCUMENT

DATE:	STAMP
NAME + FUNCTION OF AUTHORISED REPRESENTATIVE	
SIGNATURE	



VOLUME 1

SECTION 4:

FORMS 4.6.1 TO 9 TECHNICAL QUALIFICATIONS



VOLUME 1

SECTION 4

FORM 4.6.1.1

OVERVIEW OF THE TENDERER'S PERSONNEL

(See Volume 3 Technical Specifications, appendix IX – Personnel qualifications)

i - Overview

a - Directors and Management	.....
b - Administrative Staff	.....
c - Technical Staff	
- Project Managers	.....
- Site Managers (UW EOD)	
- Superintendents/(Contractor Representative)	.....
- Boat Captains	
- EOD Operators (per IMAS level)	.....
- Surveyors and Foremen	
- Crane Operators	.....
- Mechanics and Technicians	
- Diving Supervisor (UW EOD/MCD)	
- Divers – UW EOD/MCD/pyrotechnicians	
- Professional divers (EOD unqualified)	
- Paramedics	
- Other skilled staff	
- Drivers	
- Labour and unskilled staff	
- Quality Controller	
- Quality Assurance Manager	
- Chief UXO/Ordnance Expert	.....
<hr/>	
Total	=====

ii - Site operatives to be employed on the contract (if relevant)

a - Directors and Management	
b - Administrative Staff	.....
c - Technical Staff	
- Project Managers	.....
- Site Managers (UW EOD)	
- Superintendents/(Contractor Representative)	.....
- Boat Captains	
- EOD Operators (per IMAS level)	.....



- Surveyors and Foremen
- Crane Operators
- Mechanics and Technicians
- Diving Supervisor (UW EOD/MCD)
- Divers – UW EOD/MCD/pyrotechnicians
- Professionnal divers (EOD unqualified)
- Paramedics
- Other skilled staff
- Drivers
- Labour and unskilled staff
- Quality Controller
- Quality Assurance Manager
- Chief Ordnance Expert

Total =====

Tenderers must also submit a narrative description of their organisation for this project and the related organisation chart for this project.

Signature
(a person or persons authorised to sign on behalf of the tenderer)

Date



VOLUME 1

SECTION 4

FORM 4.6.1.2

PERSONNEL TO BE EMPLOYED ON THE CONTRACT

(indicative list – to be adapted by the Contractor according to requirements stated in the Technical Specifications)

Position/Name	Nationality	Age	Education	Years of experience (with the company/in works of similar nature to this project)	Major works for which responsible (project/value)
Project Director				/	
Project Manager				/	
Deputy Project Manager				/	
Site Manager – UW UXO Expert					
Quality Assurance Manager				/	
Superintendent/ Contractor Representative					
Quality Controller				/	



Chief UXO/Ordnance Expert				/	
Superintendent for Survey Team				/	
Superintendent for EOD Team				/	
Diving Supervisor for UW EOD & Diving Team				/	

Signature

(a person or persons authorised to sign on behalf of the tenderer)

Date.....



VOLUME 1

SECTION 4

FORM 4.6.1.3 PROFESSIONAL EXPERIENCE OF KEY PERSONNEL CURRICULUM VITAE

(Maximum 3 pages + 3 pages of annexes)

{Proposed position in the contract:

1. Surname:
2. Name:
3. Date and place of birth:
4. Nationality:
5. Civil status:
Address (phone/fax/e-mail):
6. Education:

<i>Institutions:</i>	
<i>Date:</i>	
<i>From (month/year)</i>	
<i>To (month/year)</i>	
<i>Degree:</i>	

7. Language skills
(On a scale of 1 to 5, with 5 being the highest):

<i>Language</i>	<i>Level</i>	<i>Passive</i>	<i>Spoken</i>	<i>Written</i>
	<i>Mother tongue</i>			

8. Membership of professional bodies:
9. Other skills (e.g. computer literacy, etc.):
10. Present position:
11. Years of professional experience:
12. Key qualifications:
13. Specific experience in non-industrialised countries:

<i>Country</i>	<i>Date: from (month/year) to (month/year)</i>	<i>Name and brief description of the project</i>



14. Professional experience:

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

15. Others:

15a. Publications and seminars:

15b. References:

Signature

(a person or persons authorised to sign on behalf of the tenderer)

Date.....



VOLUME 1

SECTION 4 :

FORM 4.6.2 PLANT

Plant proposed and available for the performance of the contract¹

	DESCRIPTION (type/make/model)	Power/ capacity	No of units	Age (years)	Owned (O) or hired (H)/ and percentage of ownership	Present approximate value in euro
A)	SURVEY EQUIPMENT (including Marine magnetometer, Echo-sounder, Geomagnetic, Geo-radar equipment)					
					/	
					/	
					/	
					/	
					/	
B)	<u>DIVING EQUIPMENT</u>				/	
					/	
					/	
					/	
					/	
C)	<u>FLOATING EQUIPMENT</u>				/	
					/	
					/	

¹ Not all the plant owned by the company.



	DESCRIPTION (type/make/model)	Power/ capacity	No of units	Age (years)	Owned (O) or hired (H)/ and percentage of ownership	Present approximate value in euro
D)	BOMB LOCATORS/Active & Passive detectors					
					/	
					/	
E)	SONAR SYSTEM				/	
					/	
F)	REMOTE OPERATED VEHICLES				/	
					/	
G)	ORDNANCE DISPOSAL EQUIPMENT				/	
					/	
					/	
					/	
J)	<u>OTHER EQUIPMENT</u>				/	
					/	
					/	

Signature

(a person or persons authorised to sign on behalf of the tenderer)

Date.....



VOLUME 1

SECTION 4 :

FORM 4.6.3 **WORKPLAN AND PROGRAMME**

- 4.6.3.1 State the proposed location of your main offices on the site, stations (steel/concrete/etc.), warehouses, laboratories, accommodation, etc. (sketches to be attached as required)
- 4.6.3.2 Give a brief outline of your programme for the completion of the works in accordance with the required method and stated time of completion. The tenderer must also submit a draft detailed SOP (Standard Operating Procedure) together with the comprehensive method statement as requested in the Technical Specifications,
- 4.6.3.3 Attach a critical milestone bar chart (schedule of execution) representing the works programme and detailing the relevant activities, dates, allocation of labour and plant resources, etc.
- 4.6.3.4 If the tenderer plans to subcontract part of the works, he must provide the following details – if no sub-contracting insert NOT APPLICABLE.

Work intended to be subcontracted	Name and details of subcontractors	Value of subcontract as percentage of the total cost of the project	Experience in similar work (details to be specified)

Signature

(a person or persons authorised to sign on behalf of the tenderer)

Date



VOLUME 1

SECTION 4

FORM 4.6.4 EXPERIENCE AS CONTRACTOR

4.6.4.1 2010)

List of contracts of and extent performed during the past 5 years (2006-

Name of project/kind of works	Total value of UXO clearance works the Contractor was responsible for (EURO)	UXO clearance executed in water? (Yes/No)	Period of contract	Starting date	Completion date or Percentage of works completed	Contracting authority and place	Prime contractor (P) or subcontract or (S)	Final acceptance issued? - Yes - Not yet (current contracts) - No
A) In home country								
B) Abroad								

4.6.4.2 Please attach here available references and certificates from the relevant Contracting Authorities

Signature

(a person or persons authorised to sign on behalf of the tenderer)

Date



VOLUME 1

SECTION 4

FORM 4.6.5 **DATA ON JOINT VENTURES**

- 4.6.5.1** Name
- 4.6.5.2** Managing board's address
-
- Telex
- TelephoneFax.....E-mail.....
- 4.6.5.3** Agency in the Republic of Serbia if any (in the case of a joint venture/consortium with a foreign lead partner)
- Office address
-
- Telex
- TelephoneFax.....
- 4.6.5.4** Names of partners
- i)
- ii)
- iii)
- Etc.....
- 4.6.5.5** Name of lead partner
-
-
- 4.6.5.6** Agreement governing the formation of the joint venture/consortium
- i) Date of signature:
- ii) Place:
- iii) Enclosure - joint venture/consortium agreement
- 4.6.5.7** Proposed proportion of responsibilities between partners (in %) with indication of the type of the works to be performed by each
-
-
-
-

Signature:

(a person or persons authorised to sign on behalf of the tenderer)

Date:



VOLUME 1

SECTION 4

FORM 4.6.6 **LITIGATION HISTORY**

Please provide information on any history of litigation or arbitration resulting from contracts executed during the last 3 years (2008-2010) or currently under execution.

A separate sheet should be used for each partner of a joint venture/consortium.

Year	Award FOR or AGAINST tenderer	Name of Client, cause of litigation, and matter in dispute	Disputed amount (current value in € or NC)

Signature
(a person or persons authorised to sign on behalf of the tenderer)

Date



VOLUME 1

SECTION 4

FORM 4.6.7 **QUALITY ASSURANCE SYSTEM(S)**

Please provide hereunder details of the Quality Assurance System(s) proposed to be used to ensure successful completion of the works.

Note that the UN IMAS Accreditation is obligatory (IMAS 07.30) and ISO 9001 Certification (such as “Quality Assurance /Quality Control in Offshore and Onshore Mine Clearance Operations - ISO 9001/2000 Certification” or similar) would be an asset for the Contractor.

The tenderer shall also submit an indicative Quality Assurance Plan to be used.

Signature

(a person or persons authorised to sign on behalf of the tenderer)

Date



VOLUME 1
SECTION 4
FORM 4.6.8
ACCOMMODATION FOR THE SUPERVISOR

Please attach sketches and data detailing the characteristics of the accommodation and facilities intended to be provided by the tenderer under the relevant items in the bill of quantities.

Signature

(a person or persons authorised to sign on behalf of the tenderer)

Date



VOLUME 1

SECTION 4

FORM 4.6.9

FURTHER INFORMATION

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

Signature

(a person or persons authorised to sign on behalf of the tenderer)

Date



**Works tender for
Survey & Removal of Unexploded Ordnance (UXO)
from the Danube River, Prahovo Section
Republic of Serbia**

**Publication reference:
EuropeAid/130565/C/WKS/RS**

VOLUME 1

SECTION 5

***ADMINISTRATIVE COMPLIANCE GRID
EVALUATION GRID***



ADMINISTRATIVE COMPLIANCE GRID

Contract title:	Survey & removal of unexploded ordnance (UXO) from the Danube River, Prahovo Section	Publication reference:	EuropeAid/130565/C/WKS/RS
------------------------	--	-------------------------------	---------------------------

Tender envelope number	Tenderer's name	Nationality of tenderer (consortium) ¹ (Yes/No)	Documentation complete? (Yes/No)	Language as required? (Yes/No)	Tender submission form (Form of Tender+ Appendix) duly completed (Yes/No)	Tenderer's declaration signed by each partner, in case of a consortium/joint venture? (Yes/No/Not applicable)	Consortium agreement signed by all partners? (Yes/No/Not applicable)	Sub-contracting statement acceptable? (Yes/No/Not applicable)	Other administrative requirements in tender dossier? (Yes/No/Not applicable)	Overall decision? (Accept/Reject)
1										
2										
3										
4										
5										

Chairman's name	
Chairperson's signature	
Date	

¹ If the tender is from a consortium, **all its members** must be of an eligible nationality.



EVALUATION GRID

Contract title:	Survey & removal of unexploded ordnance (UXO) from the Danube River, Prahovo Section	Publication reference:	EuropeAid/130565/C/WKS/RS
------------------------	--	-------------------------------	---------------------------

Tender envelope No	Tenderer's name	Rules of origin respected? (Yes/No)	Economic and financial capacity? (OK/a/b/...)	Professional capacity? (OK/a/b/...)	Technical capacity? (OK/a/b/...)	Compliance with technical specifications? (OK/a/b/...)	Ancillary services as required? (OK/a/b/.../NA)	Nationalities of any experts and/or subcontractors eligible? (Yes/No)	Other technical requirements in tender dossier? (especially UN / IMAS accreditation or equivalent) (Yes/No/Not applicable)	Technical compliance? (Yes/No)	Observations
1											
2											
3											
4											
5											

Evaluator's name	
Evaluator's signature	
Date	



FINANCIAL AND TECHNICAL COMPLIANCE GRID

Tender Number:

Tenderer name:

	PROPOSAL	COMPLIANCE	COMMENTS
A	FINANCIAL QUALIFICATIONS		
	Average Annual turnover \geq € 3,000,000 in the years 2007, 2008 and 2009. [ITT 4.2 (i), (v) - Form 4.4]	Y / N	
	Credit availability, access to credit facilities, certificate from a financing institution \geq € 500,000 [ITT 4.2 (ix) – Form 4.4]	Y / N	
B	TECHNICAL AND PROFESSIONAL QUALIFICATIONS		
	(Sole tenderer) capable of undertaking \geq 60% of Contract Works [ITT 4.2.(vi)]	Y / N	
	(JV/Consortium Leading partner) capable of undertaking \geq 50% of Contract Works [ITT 4.2.(ii)]	Y / N	
	(JV/Consortium Other partner) capable of undertaking \geq 10% of Contract Works [ITT 4.2.(iii)]	Y / N	
	Experience in at least 2 projects each of a minimum amount of EUR 500,000 of the same complexity and nature (Underwater UXO clearance) as works concerned in this tender, and 1 project with a minimum amount of EUR 50,000.00 in underwater UXO clearance in a river, over the last 5 years (2006, 2007, 2008, 2009, 2010) [ITT 4.2. (iv), (vii); 4.1.5 – Form 4.6.4]	Y / N	
	Organisation Chart [Form 4.2]	Y / N	
	Tenderer's organisation, including the total number of staff employed, and a narrative description of its organisation for this project and related organisation chart for this project [Form 4.6.1.1]	Y / N	
	Personnel to be employed on Contract [ITT 4.1.5 - Form 4.6.1.2]	Y / N	



	PROPOSAL	COMPLIANCE	COMMENTS
	CV's of Proposed Key Personnel – Large number of key personnel have at least 10 years of appropriate/professional experience and proven qualifications relevant to works of similar nature to this project [ITT 4.2 (x) - Form 4.6.1.3]:	Y/N	
	Proposed Equipment [ITT 4.1.5 - Form 4.6.2]:	Y / N	
	Works Plan & Programme [Form 4.6.3]		
	<ul style="list-style-type: none"> Proposed location of main offices on the sites with sketches 	Y / N	
	<ul style="list-style-type: none"> Outline Programme of Works with a draft detailed SOP and comprehensive method statement 	Y / N	
	<ul style="list-style-type: none"> Schedule of Execution/bar chart 	Y / N	
	<ul style="list-style-type: none"> Proposed sub-contractors 	Y / N / NA	
	<ul style="list-style-type: none"> Value of work to be subcontracted (not more than 30%?) 	Y / N / NA	
	Data on Joint Venture [Form 4.6.5]	Y / N / NA	
	Litigation history over the last 3 years, 2008, 2008, 2010 [Form 4.6.6]	Y / N	
	ISO 9001/2000 Certification or similar (such as "Quality Assurance /Quality Control in Offshore and Onshore Mine Clearance Operations)	Y / N	
	Quality Assurance System and indicative Quality Assurance Plan [Form 4.6.7]	Y / N	
	Site accommodation arrangements for the Supervisor [Form 4.6.8]	Y / N	

Evaluator's name	
Evaluator's signature	
Date	

