

## **VOLUME I**

### **SECTION 5 : GLOSSARY OF TERMS**

## DEFINITIONS

If any conflict between the definitions below and those given in clause 1 of the FIDIC Conditions of Contract occurs, then the definition in the Conditions of Contract will be the ruling definition.

- Administrative order:*** any instruction or order issued by the Project manager to the Contractor in writing regarding the execution of the works.
- Affidavit:*** a written statement made on oath before a notary public or other person authorized to administer oaths.
- Appropriate media:*** publication in the Official Journal of the European Union and on the EuropeAid website is obligatory for all contracts covered by the Practical Guide. Publication in the press of recipient countries and, if need be, specialized publications may be necessary or advisable.
- Breakdown of the overall price*** the itemized list of rates and prices showing the build-up of the price in a lump sum contract.
- Contracting Authority (Employer as per FIDIC rules)*** the European Commission, the state or the public or private legal person concluding the contract, as provided for in the financing agreement.
- Communications:*** certificates, notices, orders and instructions issued in writing under the contract.
- Conflict of interest:*** any event influencing the capacity of a candidate, Tenderer or Contractor to give an objective and impartial professional opinion, or preventing him, at any moment, from giving priority to the interests of the Contracting Authority. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, Tenderer or Contractor, or any conflict with his own interests. These restrictions also apply to Subcontractors and employees of the candidate, Tenderer or supplier.
- there is a conflict of interests within the meaning of Article 57 of the Financial Regulation where the impartial and objective exercise of the functions of a financial actor or other person, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with a recipient.
- Contract price*** the sum stated in the contract representing the initial estimate payable for carrying out the works, or such other sum as ascertained at the end of the contract as due under the contract.

- Contractor:** the tenderer selected at the end of the award procedure and signatory of the contract.
- Day:** calendar day.
- Dayworks:** varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- Defects Liability Period:** the period stated in the Contract immediately following the date of provisional acceptance, during which the Contractor is required to complete the Works and to remedy defects or faults as instructed by the Project manager.
- Drawings:** drawings provided by the Contracting Authority and/or the Supervisor, and/or drawings provided by the Contractor and approved by the Supervisor, for the carrying out of the works.
- Equipment:** machinery, apparatus, components and any other articles intended for use in the works
- Evaluation committee:** a committee made up of an odd number of voting members (at least three) appointed by the Contracting Authority and possessing the technical, linguistic and administrative capacities necessary to give an informed opinion on tenders.
- Execution period:** the period from contract signature until final acceptance of the Works.(issue of the Performance Certificate)
- Performance Certificate:** certificate(s) issued to the Contractor at the end of the Defect Liability Period stating that the Contractor has completed his obligations to construct, complete, and maintain the Works concerned.
- Foreign currency:** any currency permissible under the applicable provisions and regulations other than the EURO, which has been indicated in the tender
- Final acceptance certificate:** certificate(s) issued by the Engineer to the Contractor at the end of the maintenance period stating that the Contractor has completed his obligations to construct, complete, and maintain the works concerned.
- General Conditions:** the general provisions, which contain the contractual clauses of an administrative, financial, legal and technical nature with regard to the execution of the contract.
- General damages:** the sum not stated beforehand in the contract, which is awarded by a court or an arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.

- Completion period:** the period from contract signature, or alternative date if specified in the Special Conditions, until the taking over of the Works.
- In writing:** this includes any hand-written, typed or printed communication, including telex, cable, e-mail and fax transmissions.
- International open procedure:** procedure in which any natural or legal person or group thereof may, after publication by the Commission on the OJCE and on its internet site of a call for tender, submit a tender in response to a procurement notice.
- Liquidated damages** the sum stated in the contract as compensation payable by the Contractor to the Contracting Authority for failure to complete the contract or part thereof within the periods under the contract, or as payable by either party to the other for any specific breach identified in the contract.
- Local open procedure:** procedure in which any natural or legal person or group thereof may, after publication of a call for tender locally, submit a tender in response to a procurement notice
- Defects Liability Period:** the period stated in the contract immediately following the date of provisional acceptance, during which the Contractor is required to complete the works and to remedy defects or faults as instructed by the Supervisor.
- Modification:** an instruction given by the Contracting Authority to the Engineer through an addendum to the existing contract, to deviate towards the TS, necessary for the finalisation of the works, due to unforeseen difficulties encountered during the implementation of the contract.
- Negotiated procedure:** procedure without prior publication of a contract notice, in which the contracting authority consults the candidate or candidates of its choice and negotiates the terms of the contract with one or more of them.
- Open procedure:** calls for tender are open where all interested economic operators may submit a tender.
- Period:** a period begins the day after the act or event chosen as its starting point. Where the last day of a period is not a working day, the period expires at the end of the next working day.
- Plant:** appliances and other machinery, and, where applicable under the law and/or practice of the state of the Contracting Authority, the temporary structures on the site required to carry out the works but excluding equipment or other items required to form part of the permanent works.

- Contingency:** a sum included in the contract and so designated for the implementation of works or the supply of goods, materials, plant or services, or for contingencies, which sum may be used in whole or in part, or not at all, as instructed by the Supervisor after formal and prior approval by the Contracting Authority/Employer.
- Site:** the places provided by the Beneficiary where the Works are to be carried out and other places stated in the Contract as forming part of the Site.
- Particular Conditions (Conditions of Particular Applications as per FIDIC rules):** the special conditions laid down by the Contracting Authority as an integral part of the tender dossier, including modifications to the general conditions, clauses specific to the contract and the terms of reference (for a service contract) or technical specifications (for a supply or works contract).
- Successful Tenderer:** the Tenderer selected after a procurement procedure.
- Sub-contractor:** any natural or legal person sub-contracted by the Contractor for the design and/or execution of any part of the Contract.
- Supervisor (Engineer as per FIDIC rules):** the legal or natural person responsible for monitoring the execution of the contract on behalf of the Contracting Authority and/or the Commission, where the latter is not the Contracting Authority.
- Supervisor's representative:** any natural or legal person, designated by the Supervisor as such under the contract, and empowered to represent the Supervisor in the performance of his functions, and in exercising such rights and/or powers as have been delegated to him. In this case, references to the Supervisor will include his representative.
- Supplier:** any natural or legal person providing supplies to the Contractor for any part of the Contract.
- Suitable media** the publication in the Official Journal of the European Communities and on Internet is obligatory in all the cases specified in the Manual. Publication in the journals in the beneficiary country and where necessary other specialised journals may be necessary or recommended as the case may be.
- Tender dossier:** the dossier compiled by the Contracting Authority and containing all the documents needed to prepare and submit a tender.
- Tenderer:** any natural or legal person or consortium thereof submitting a tender with a view to concluding a contract. The terms "supplier", "contractor" and "service provider" refer to three categories of economic operator, natural or legal persons, who supply products, execute works and provide services respectively.

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- Tender price:*** the sum stated by the tenderer in his tender for carrying out the contract.
- Time limits:*** time limits shall begin to run from the day following the act or event which serves as the starting point for those periods. Should the last day of the period fall upon a non-working day, the period shall expire at the end of the first working day following the last day of the period.
- Variation:*** an instruction given to the Engineer, which varies the Works, and which can only be approved by the Contracting Authority through an addendum to the existing contract.
- Works:*** the temporary and permanent Works to be carried out under the Contract.
- Works contracts:*** works contracts cover the execution, the design and execution or the realisation by any means whatsoever of a work corresponding to the requirements specified by the Contracting Authority. A 'work' is the outcome of a body of building or civil engineering works that is sufficient of itself to fulfil an economic or technical function.
- Written communications:*** certificates, notices, orders and instructions issued in writing under the contract.

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### SECTION 6 : DATA SHEETS

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**At minimum the bidder has to complete the missing data and information and attach the manufacturer's documents (if applicable) according to VOLUME 3 Section 2.**

**DATA SHEET: SORTING PLANT: UNLOADING AND PRE-SORTING PLATFORM**

**DATA SHEET: SORTING PLANT: OVERHEAD CRANE AND GRAB HOOK**

**DATA SHEET: SORTING PLANT: MECHANICAL SHOVEL**

**DATA SHEET: SORTING PLANT: CONVEYORS**

**DATA SHEET: SORTING PLANT: BAG SHREDDER**

**DATA SHEET: SORTING PLANT: ROTARY SCREEN**

**DATA SHEET: SORTING PLANT: SORTING CABIN**

**DATA SHEET: SORTING PLANT: TELEHANDLER FORKLIFT**

**DATA SHEET: SORTING PLANT: MAGNETIC SEPARATOR FOR ORGANIC STREAM**

**DATA SHEET: SORTING PLANT: MAGNETIC SEPARATOR AFTER SORTING**

**DATA SHEET: SORTING PLANT: EDDY CURRENT SEPARATOR FOR ORGANICS STREAM**

**DATA SHEET: SORTING PLANT: EDDY CURRENT SEPARATOR AFTER SORTING**

**DATA SHEET: SORTING PLANT: SEPARATED WASTE BALE PRESS**

**DATA SHEET: SORTING PLANT: NON SEPARATED WASTE PRESS**

**DATA SHEET: SORTING PLANT: BALE PRESS**



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### **SECTION 7 : EVALUATION GRIDS**

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## 1. Evaluation Grid – Administrative Compliance

Contract title :		Construction of the Regional Waste Management Centre for Subotica District						Publication reference : EuropeAid/133971/C/WKS/RS	
Tender envelope number	Tenderer's name	Nationality of tenderer (consortium) <sup>8</sup> eligible? (Yes/No)	Documentation complete? (Yes/No)	Language as required? (Yes/No)	Tender submission form duly completed, including signed declarations? (Yes/No)	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									
n									

  

Position	Name	Signature	Position	Name	Signature
Chairman			Voting Member		
Voting Member			Voting Member		
Voting Member			Voting Member		
Date					

<sup>8</sup> If the tender is from a consortium, all its members must be of an eligible nationality.

## 2. Administrative Compliance checklist

Contract title :		Construction of the Regional Waste Management Centre for Subotica District										Publication reference : EuropeAid/133971/C/WKS/RS	
Tender Envelope Number	Sole Tenderer – JV/ C (ST – JV/ C)	Name of Tenderer	Form 4.1 (General Information about the Tenderer) duly completed? (Yes/No/not applicable)	Form 4.1 Nationality of Tenderer eligible? (Yes/No) <sup>9</sup>	Form 4.2 (Organisation Charts - Tenderer) duly completed? (Yes/No)	Form 4.3 (Powers of Attorney) provided? (Yes/No)	Form 4.4 (Financial Statement) for the Tenderer duly completed? (Yes/No)	Form 4.5a Financial identification (Yes/No)	Form 4.5b Legal entities(Yes/No)	Form 4.6.9 Statements(Yes/No)	Form 4.6.12 Declaration of Site Visits(Yes/No)	Validity of Tender Guarantee (as concerns the period covered, the amount, the issuing body and verifying that there are no conditionalities to the Tender Security)? (Yes/No)	Accepted / Rejected (A/R)
1													
2													
3													
4													
n													

Position	Name	Signature	Position	Name	Signature
Chairman			Voting Member		
Voting Member			Voting Member		
Voting Member			Voting Member		
Date					

<sup>9</sup> Note: If the tenderer is a joint venture/ consortium all its members must be of an eligible nationality

## Evaluation Grid II - Administrative Compliance - closed Sessions (Cont.)

Contract title :	Construction of the Regional Waste Management Centre for Subotica District	Publication reference : EuropeAid/133971/C/WKS/RS
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Tender Envelope Number	Sole Tenderer - JV/ C (ST - JV/ C)	Name of Tenderer	Form 4.6.3 duly completed and acceptable? (Yes/No/not applicable)	Form 4.6.5 (Data on joint Venues/Consortium) duly completed? (Yes/No/not applicable)	Form 4.6.6 (Litigation History) duly completed and acceptable? (Yes/No/)	Form 4.6.13 Modifications/ Addenda (if any) attached and reflected? (Yes/No/not applicable)	Parent company guarantee (if applicable) attached? (Yes/No/not applicable)	Form 4.6.13 Any other Information (Yes/No)	Eligibility certificates according to Clause 3.3 of ITT sufficiently provided? (Yes/No)	Eligibility certificates according to Clause 3.3 of ITT provided for partners in a JV/C, Sub-Contractors/ Suppliers (> 10%)? (Yes/No)	Forms 4.7 - Confirmation Documents Completed	Accepted / Rejected (A/R)
1												
2												
3												
4												
n												

Position	Name	Signature	Position	Name	Signature
Chairman			Voting Member		
Voting Member			Voting Member		
Voting Member			Voting Member		
Date					

### 3. Evaluation Grid - Summary Technical Evaluation

Contract title :	Construction of the Regional Waste Management Centre for Subotica District	Publication reference : EuropeAid/133971/C/WKS/RS
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Tender envelope No	Tenderer's name	Rules of origin respected? (Yes/No)	Economic and financial capacity? (Yes/No)	Professional capacity? (Yes/No)	Nationalities of subcontractors eligible? (Yes/No)	Technical capacity? (Yes/No)	Technical Compliance? (Yes/No)	Overall decision? (Yes/No)	Observations
	A	B	C	D	E	F	G	H	
1									
2									
3									
4									
n									

Position	Name	Signature	Position	Name	Signature
Chairman			Voting Member		
Voting Member			Voting Member		
Voting Member			Voting Member		
Date					

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