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VOLUME 1

SECTION 1: INSTRUCTIONS TO TENDERERS

SECTION I INSTRUCTIONS TO TENDERERS

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

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, which is applicable to this call (available on the internet at this address:

<http://ec.europa.eu/europeaid/prag/document.do?locale=en>).

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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	06 May 2015	11:00
Site visit	-	-
Deadline for requesting any additional information from the Contracting Authority	15 May 2015	16.00
Last date on which additional information are issued by the Contracting Authority	25 May 2015	-
Deadline for submitting tenders	05 June 2015	12.00
Tender opening session	05 June 2015	15.00
Notification of award to the successful tenderer	June 2015 [‡]	-
Signature of the contract	July 2015 [‡]	-

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

‡ Provisional date

2. FINANCING

The project is financed by the European Union, in accordance with the rules of the Regulation (EU) No 231/2014 of the European Parliament and of the Council of 11.3.2014 establishing an Instrument for Pre-Accession Assistance (IPA II) and Regulation (EU) N°236/2014 of the European Parliament and of the Council of 11 March 2014 laying down common rules and procedures for the implementation of the Union's instruments for financing external action.

The Delegation of the European Union in Serbia is the financing body and will act as the Contracting Authority.

3. PARTICIPATION

3.1. Participation is open to all natural persons who are nationals of and legal persons participating either individually or in a grouping (consortium) of tenderers which are effectively established in a Member State of the European Union or in a eligible country or territory as defined under the Regulation (EU) N°236/2014 establishing common rules and procedures for the implementation of the Union's instruments for external action (CIR) for the applicable Instrument under which the contract is financed (see also heading 2 above). Participation is also open to international organisations. All supplies under this contract

must originate in one or more of these countries. However, they may originate from any country when the amount of the supplies to be purchased is below 100,000 euros.

- 3.2. These terms refer to all nationals of the above states and to all legal entities, companies or partnerships established in the above states. For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country's law. In case of doubt, the Contracting Authority may ask the tenderer to provide evidence demonstrating actual compliance with the "establishment" criteria. For this purpose, legal person will have to demonstrate that their legal person is formed under the law of an eligible State and that its real seat is within an eligible State. "Real seat" must be understood as the place where its managing board and its central administration are located or its principal place of business.
- 3.3. The eligibility requirement detailed in subclauses 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. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and 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 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. The declarations must cover all the members of a joint venture/consortium. Tenderers 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. 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 preparing and submitting the tender. The Contracting Authority will not be responsible or liable for such costs, whatever the conduct or outcome of the procedure.

¹ If the tender 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.

- 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 strongly advised to visit and inspect the site of the works and its surroundings for the purpose of assessing, at its own responsibility, expense and risk, the factors necessary for preparing its tender and signing the contract for the works.
- 6.2. A clarification meeting will be held by the Contracting Authority. For the date, time and place, see point 13 of the contract notice. A site visit will not be held by the Contracting Authority.
- 6.3. The minutes of the clarification meeting will be published on the EuropeAid website.

TENDER 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 design documents available for inspection and any modification to the tender documents issued during the tendering period, and for obtaining reliable information on any conditions and obligations that may 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 altering 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:

EuropeAid/136948/DD/WKS/RS (14IC01/06/21)

Refurbishing and furnishing of the EUIC Belgrade

Delegation of the European Union to the Republic of Serbia
Finance and Contracts Section
GTC 19a Avenue Building
Vladimira Popovica 40/V
11070 Belgrade, Serbia
Fax. +381 11 3083 201
E-mail address: DELEGATION-SERBIA-FCS@eeas.europa.eu

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 European Union Delegation to the Republic of Serbia www.europa.rs (section Funding Opportunities).

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 submitting 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 European Union Delegation to the Republic of Serbia www.europa.rs (section funding Opportunities). .
- 9.3. The Contracting Authority may, as necessary and in accordance with Clause 18, extend the deadline for submitting tenders to give tenderers sufficient time to take modifications into account when preparing their tenders.

TENDER 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 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 English, it is 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 power of attorney submitted in accordance with Form 4.3 in 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 tender dossier. All such documents, without exception, must comply strictly with these conditions and provisions and contain no amendments made by the tenderer. Tenders which do not comply with the requirements of the tender dossier may be rejected.
- 11.2. The works are not divided into lots.
 - 11.2.1. Tenders must be for the whole of the quantities indicated. Under no circumstances will tenders for part of the quantities required be taken into consideration

12. INFORMATION/DOCUMENTS TO BE SUPPLIED BY THE TENDERER

- 12.1. All tenders must comprise the following information and duly completed documents:
 - 12.1.1. Tender form and appendix, using 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 schedule of prices provided in Volume 4:
- Volume 4, Section 4.1 – Introduction
- Volume 4, Section 4.2 – Summary
- Volume 4, Section 4.3 – Breakdown of the Lump-sum Price (Bill of Quantities)

The Breakdown of the Lump-sum Price does 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.

Together with completed and initialled paper copy, tenderers are also required to submit within their Tender a priced electronic copy of Breakdown of the Lump-Sum Price that will be used to facilitate the evaluation of financial offers.

In case of any discrepancies between the paper copy and the electronic copy of the Breakdown of Lump-sum Price, the provisions of paper copy will prevail.

- 12.1.3.1. The prices in Volume 4 are deemed to have been determined on the basis of the conditions in force 30 days prior to the latest dated fixed for submitting tenders.
- 12.1.4. Cash flow statements.
- 12.1.5. Copies of the most recent documents showing the organisation chart, legal status and place of registration of the tenderer's headquarters, a power of attorney empowering the person signing the tender and all related documentation. These documents must follow 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 three 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).

A completed **Financial Identification form** to nominate the bank account into which payments would be made in the event that the tender is successful. It is made available in a "Fill and Print" mode at the following address: http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm. Where the tenderer has already signed another contract with the European Commission, it may provide instead of the financial identification form either its financial identification form number or a copy of the financial identification form provided on that occasion, unless a change occurred in the meantime.

The **Legal Entity file** and the supporting documents. It is made available in a "Fill and Print" mode at the following address: http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

[ties_en.cfm](#). Where the tenderer has already signed another contract with the European Commission, it may provide instead of the legal entity sheet and its supporting documents either its legal entity number or a copy of the legal entity sheet provided on that occasion, unless a change in its legal status 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). The Tenderers shall commit that the key staff listed will be available on the site during construction works as per the requirement of the work programme;

In addition to the documents related to the key personnel listed under clause 12.2.B).f) below, to be included by the Tenderer in its offer, the Contractor shall propose the following staff (whose complete details and documentation shall be submitted after the signature of the contract and approval shall be received before the commencement date):

- One (1) **Quality Assurance/Quality Control Engineer**. He/she shall be a qualified Engineer with a **minimum of 5 years, preferably 8 years**, of relevant post-graduate professional experience in procedures of works and materials testing and document management.

All the above experts proposed by the Contractor must possess a BSc diploma in the relevant field and a good command (written and spoken) of the English language.

The Tenderer must submit in the tender the list and the Contractor must provide the CVs and copies of diploma/degrees and employers' certificates for all the staff listed above.

- a list of plant for execution of the contract. The descriptions must demonstrate the tenderer's ability to complete the works and should be presented in form 4.6.2.

The tenderer must indicate whether this 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 the main tasks (Form 4.6.3), showing the sequence and proposed timetable for implementing the tasks. In particular, the proposal must detail the temporary and permanent works to be constructed. The tenderer must take account of weather conditions and the requirement to prepare designs and obtain building permits prior to carrying out construction works. The tenderer must also submit 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 staff it proposes to use on the main areas of work;**
- a critical milestone bar chart showing times and duties allocated for employees for this contract (Form 4.6.3);
- evidence of relevant experience in carrying out works of a similar nature, including the nature and value of the contracts, works in hand and

contractually committed (Form 4.6.4). The evidence must include successful experience as the prime contractor in construction of at least 2 projects of the same nature and complexity comparable to the works concerned by the tender during the last 5 years, as requested by clause 12.2.C).a) below;

- information regarding the proposed main site office (Form 4.6.3);
- if applicable, information on tenderers involved in a joint venture / consortium (Form 4.6.5);
- details of their litigation history over the last 5 years (Form 4.6.6);
- an outline of the quality assurance system(s) to be used (Form 4.6.7);
- 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 sub-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 State 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. For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the relevant international agreements (notably WTO agreements), which are reflected in EU legislation on rules of origin for customs purposes: the Customs Code (Council Regulation (EEC) No 2913/92) in particular its Articles 22 to 246 thereof, and the Code's implementing provisions (Commission Regulation (EEC) No 2454/93).

Tenderers must provide an undertaking signed by their representative certifying compliance with this requirement. For more details, see point 2.3.1 Practical Guide.

12.1.12. Modifications (if any);

12.1.13. Tender guarantee, using the form provided in Volume 1, Section 3;

12.1.14. Evidence that the key personnel (see 12.2.B)) possesses or it is in the position to obtain prior to the contract commencement date the proper licence according to the Law on Planning and Construction of the Republic of Serbia.

12.1.15. A copy of the joint venture/consortium members' agreement signed by all members defining the joint venture/consortium members' obligations in the implementation of the contract, as per sub-clause 12.3 below.

12.2. In order to be eligible for the award of the contract, tenderers must provide evidence that they meet the selection criteria. This must be provided by tenderers using the forms described in 12.1 above and any additional forms tenderers may wish to use.

If a tender is submitted by a consortium, unless specified, the selection criteria will be applied to the consortium as a whole.

The selection criteria for each tenderer (sole tenderer or joint venture/consortium) are as follows:

A) Economic and financial capacity of candidate:

- a) the average annual turnover of the tenderer in the past three (3) years (2012, 2013, 2014) must be at least 1,500,000 Euro;

- b) The tenderer must prove 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 be at least EUR 350,000.00 and the related evidence (statement from the bank or similar) shall clearly demonstrate that the financing is available for the concerned contract.

B) Professional capacity of candidate:

The tenderer (consortium as a whole or sole tenderer) must fulfil the following criteria:

- a) Shall be a registered firm or a natural person capable of carrying out the specific works;
- b) Shall carry out at least 70% of the contract works by his own resources, which means that it must have the equipment, materials, human and financial resources necessary to enable it to carry out that percentage of the contract;
- c) The lead partner in a consortium/joint venture must carry out at least 50% of the contract works by its own means, and the combined partners (i.e. not the lead partner) at least 20%;
- d) Must have in place and apply a quality assurance system, such as ISO 9001.
- e) Should have at least 15 professional staff with experience in similar projects.

f) **Key personnel:**

- One (1) **Project Manager** who will coordinate the entire contract. He/she shall be a qualified Architect or civil, mechanical or electrical Engineer (with the relevant BSc diploma) with:
 - good command (both written and spoken) of the English language
 - at least **10 years, preferably 15 years**, of relevant post-graduate professional experience;
 - project management experience in **at least two projects** of a similar nature, size and complexity.
- One (1) **Site Manager**. He/she shall be a qualified Architect or civil, mechanical or chemical Engineer (with the relevant BSc diploma) with:
 - good command (both written and spoken) of the English language
 - **at least 8 years, preferably 12 years**, of relevant post-graduate professional experience;
 - site management experience in **at least two projects** of a similar nature, size and complexity.

The **Project Manager and the Site Manager** must possess, or be in the position to obtain before the commencement date, the relevant professional licences as required by Law on Planning and Construction of the Republic of Serbia and other relevant legal provisions.

The tenderer must submit in the tender the list, CVs and copies of diploma/degrees and employers' certificates proving the qualifications and experience claimed in the CVs for all the staff listed above.

C) Technical capacity of candidate:

- a) In the past 5 years (from 01.01.2010 to the tender submission deadline), the tenderer must have completed as prime contractor at least two (2) projects of a nature and complexity similar to those of the works in the tendered contract, each of them with a minimum value of at least **400,000 Euro**.

The "minimum value" that will be taken into consideration is either the total project value, when the contractor was acting as sole contractor, or the share of the total project

value corresponding to its share of the joint-venture participation, when the contractor was member of a joint venture.

“Completed” is to be interpreted as “Taking over / Provisional Acceptance” or “Performance Certificate” issued for construction contracts. Copies (ordinary copies, with translation into English) of the respective certificates, signed by the Supervisor/Contracting Authority/Employer of the projects concerned must be submitted in the offer. These documents shall clearly demonstrate the compliance of the presented references with the above criteria. The Contracting Authority reserves the right to check the accuracy and validity of the information given by the tenderers in relation to reference projects.

"As prime contractor" means that the Tenderer (lead partner or member of a joint venture) must have undertaken at least 50% of the works in a contract for similar works and complexity as defined above.

Regarding the calculation of the contract amounts in Euro for the completed works of the tenderers, the values will be considered at the date of completion and will not be carried to the date of the evaluation as “net present values” and should be converted to official Euro rate from:

http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm

An economic operator may, where appropriate and for a particular contract, rely on the capacity of other entities, regardless of the legal nature of the links which it has with them. Some examples of when it may *not* be considered appropriate by the Contracting Authority are when the tenderer relies mostly on the capacity of other entities or when it relies on key criteria. If the tenderer relies on other entities, it must prove to the Contracting Authority that it will have at its disposal the resources necessary to perform the contract, for example by producing an undertaking on the part of those entities to place 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. Furthermore, the tender should include a separate document providing data on this third entity for the relevant selection criterion. Proof of capacity must be furnished at the request of the Contracting Authority.

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 in 12.1 above for each member of the joint venture/consortium and summary data for execution of works by the tenderer.
- The tender must be signed in a way that legally binds all members. One member must be appointed lead member and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all 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 euro.¹

13.2. The tenderer must provide a 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 the

¹ The currency of tender will be the currency of the contract and of payment.

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 quoted; such items will be deemed to be covered by other items on the Breakdown of the Lump-sum Price. Prices do not include taxes and fiscal duties, as exoneration is explicitly given in the contract. Non-exonerated taxes and fiscal duties, apart from those stated separately in the financial tender templates, are 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 the Breakdown of the Breakdown of the Lump-sum Price in Volume 4 and indicated in the tender form in Volume 1, Section 2. The discount must be quoted for all 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 submitting tenders indicated in the contract notice, the invitation to tender or as amended in accordance with Clauses 9 and/or 18.
- 14.2. In exceptional circumstances, the Contracting Authority may, before the validity period 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 accept the request, it may not amend 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. This period is in addition 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 that meets the essential requirements set out therein. The tender guarantee must be for an amount of **EUR 6,000**. The original guarantee must be included in the original tender.
- 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 must 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 SUBMITTING TENDERS

- 17.1. The complete tender must be submitted in one original, clearly marked 'original' and three (3) copies, clearly marked 'copy'. In the event of any discrepancy between them, the original will prevail.
- 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 set in point 19 of the Contract notice, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by the Contracting Authority or its representative.

The tender must be sent to the following address:

Delegation of the European Union to the Republic of Serbia
Finance and Contracts Section
GTC 19a Avenue Building
Vladimira Popovica 40/V,
11070 Belgrade, Serbia

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

Delegation of the European Union to the Republic of Serbia
Finance and Contracts Section
GTC 19a Avenue Building
Vladimira Popovica 40/V,
11070 Belgrade, Serbia
Working hours: 9:30 – 16.00 hrs CET, Monday to Friday.

- 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/136948/DD/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 zvanične sesije otvaranja";
 - (e) the name of the tenderer.

18. EXTENSION OF THE DEADLINE FOR SUBMITTING TENDERS

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

19. LATE TENDERS

- 19.1. All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Contracting Authority. The 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. ALTERING AND WITHDRAWING 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 notification of alteration or withdrawal must be prepared and submitted in accordance with Clause 17, and the envelope must be marked 'alteration' or 'withdrawal', as appropriate.
- 20.3. Withdrawal of a tender in the period between the deadline for submission and the date of expiry of the validity of the tender will result in forfeiture of the tender guarantee.

OPENING AND EVALUATING TENDERS

21. OPENING TENDERS

- 21.1. The purpose of opening and examining tenders is to check whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents are included and whether the tenders are generally in order.
- 21.2. Tenders will be opened in public session on the date and venue specified in point 20 of the Contract notice by the committee appointed for that purpose. The committee will draw up minutes of the meeting, which must be available to tenderers on request.
- 21.3. At the tender opening session, 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. EVALUATING TENDERS

The Contracting Authority reserves the right to ask a tenderer to clarify any part of its tender that the evaluation committee considers necessary to evaluate it. Such requests and the responses to them must be made in writing. 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 compliance of tenders

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

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);
- meets the requirements as set out in the administrative compliance grid;
- has complete documentation and information;
- substantially complies with the requirements of these tender documents.

If a tender does not meet the requirements set out in 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 judgment 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 calculate the final tender price after adjusting it on the basis of Clause 23.

23. CORRECTING 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 price. The contract will be awarded to the lowest compliant tender.

25. NOTIFICATION OF AWARD, CONTRACT CLARIFICATIONS

Prior to the expiry of the validity period 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 be prepared 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 clarification will be set out in a memorandum of clarification, to be signed by both parties and incorporated into the contract.

Documentary evidence required from the successful tenderer:

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, for consortia, each of the companies) 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. This evidence, documents or statements must carry a date, which cannot be more than one year before the date of submission of the tender. In addition, a statement must 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 subcontractor 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 the event of doubt on this declaration of honour, the Contracting Authority must request documentary evidence that they are not in a situation of exclusion.

Evidence of financial, economic, 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 notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In this 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 successful tenderer has provided the performance guarantee, 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 invoke 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 cancellation of a tender procedure, 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 valid response at all;
- the economic or technical parameters of the project have been fundamentally altered;
- exceptional circumstances or force majeure render normal execution of the project impossible;
- all technically compliant tenders exceed the financial resources available;
- there have been irregularities in the procedure, in particular where these have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event will the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the Contracting Authority has been informed of the possibility of damage. Publication of a contract 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 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 not affected by any conflict of interest, and that it has no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during

- execution of the contract, the Contractor must immediately inform the 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 execution of the contract.
- 28.9. The Contractor must refrain from any relationship likely to compromise its independence or that of its staff. If the Contractor ceases to be independent, the 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. 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 section 2.4.15 of the Practical Guide.

30. DATA PROTECTION

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as names, addresses and CVs), it will be processed¹ solely for the purposes of the performance management and monitoring of the tender and of the contract by the data controller without prejudice to possible transmission to the bodies charge with monitoring or inspection tasks in application of Union law. Details concerning processing of your personal data are available on the privacy statement at:

<http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>²

The Controller of this call for tenders is the Head of Unit of DG NEAR E3.

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:

- 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
- 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.

* * *

¹ Pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

² This link will lead you to the new "EuropeAid privacy statement" published among the Prag General Annexes.

VOLUME 1

SECTION 2 TENDER FORM APPENDIX TO THE TENDER

TENDER FORM FOR A WORKS CONTRACT

Publication reference: EuropeAid/136948/DD/WKS/RS

Name of contract: Refurbishing and furnishing of the EUIC Belgrade

<Belgrade and date>

A:

Delegation of the European Union to the Republic of Serbia

GTC 19a Avenue Building

Vladimira Popovica 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 form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted the originals must be sent to the Contracting Authority upon request. For economical and ecological reasons, we strongly recommend that you submit your files on paper (no plastic folder or divider). We also suggest you use double-sided printing as much as possible.

Any additional documentation (brochures, letters, etc.) sent with the form will not be taken into consideration. Applications 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 to perform 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)	Nationality ¹
Leader ²		
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.
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:

Lot No 1: *[description of works]*

¹ Country in which the legal entity is established.

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).

Lot No 2: *[description of works]*

Etc.

3. The price of our tender *[excluding the discounts described under point 4]* is:

Lot No 1: [.....]

Lot No 2: [.....]

Etc.

4. We will grant a discount of [%], or [.....] *[in the event of our being awarded Lot No ...and Lot No]*.
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 15 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 listed in section 2.3.3 of the Practical Guide. 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 one 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 contracts, in accordance with the Section 2.3.4 of the Practical Guide, 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 five years of the above-mentioned date. Furthermore, we acknowledge that, should we make false declarations, commit 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 five years of the first infringement.
14. We are aware that, for the purposes of safeguarding the financial interests of the European Union, 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
"REFURBISHING AND FURNISHING OF THE EUIC
BELGRADE"**

Publication reference: EuropeAid/136948/DD/WKS/RS

Title of contract: "Refurbishing and furnishing of the EUIC Belgrade"

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

Description	Subclauses of General and Particular Conditions of the Contract	
Name and address of the Contracting Authority	To be completed by the Contracting Authority	Delegation of the European Union to the Republic of Serbia, GTC 19 Avenue Building, Vladimira Popovica 40, 11070 New Belgrade, Serbia
Name and address of the tenderer	To be completed by the tenderer:	
Name and address of the representative of the Contracting Authority	To be completed by the Contracting Authority:	
Financing authority	To be completed by the Contracting Authority	The European Union
Deadline for notice to commence	SC Article 33.1	30 days from the day of signature of the Contract
Period of Implementation	SC Article 34.1	3 months from the commencement date until the provisional acceptance.
Currency	SC Article 44.1	Euro
Law of the contract	GC Article 69	EU law complemented, where necessary, by Belgian law
Language of the contract	SC Article 2.1	English
Language of communication	SC Article 2.1	English

Description	Subclauses of General and Particular Conditions of the Contract	
Period of access to the site		Same as Commencement Date
Amount of performance guarantee	SC Article 15.1	10% of the Accepted Contract Amount
Deadline for submitting the programme	SC Article 17.1	14 days after receiving the notice to commence
Normal working hours	Local legislation	8 hours
Liquidated damages for the works	SC Article 36.1	0.1 % of the Contract Price per day
Limit of liquidated damages for delays	SC Article 36.1	10% of Contract Price
Percentage of retention monies	SC Article 47.1	10% of the amount of each Interim Payment Certificate up to 10 % of the Contract price
Minimum amount of interim payment certificates	SC Article 50.1	10% of the Contract Price
Amount of third-party insurance	SC Article 16.4	500,000.00 Euro per accident with the number of occurrences unlimited
Periods for submitting insurance	GC Article 16.5	Within 14 days after the date of signature of the contract
The amount of pre-financing	SC Article 46.2	Maximum 10 % of the contract price
Number of members of dispute-settlement (conciliation) committee	GC Article 68	3
Member of dispute-settlement (conciliation) committee to be nominated by	GC Article 68	The supervisor (one), the Contractor (one) and the third member to be recommended by the first two members

Signature _____

Capacity _____

duly authorised to sign for and on behalf of _____

VOLUME 1

SECTION 3: TENDER GUARANTEE FORM

TENDER GUARANTEE FORM

Works contract

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

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

For the attention of
(Address of the Contracting Authority
referred to below as the 'Contracting Authority')

Title of contract: <Title of contract>
Identification number: [Publication reference]

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], 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 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 (one year after the deadline for submitting tenders)].¹

The law applicable to this guarantee shall be that of Belgium. 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, on ../../..

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 stipulates a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.

VOLUME 1

SECTION 4: QUESTIONNAIRE

VOLUME 1**SECTION 4****CONTENTS****ADDITIONAL NOTICE TO TENDERERS****FORM 4.1.1 GENERAL INFORMATION ABOUT THE TENDERER****FORM 4.1.2 DECLARATION – GROUNDS FOR EXCLUSION****FORM 4.2 ORGANISATION CHART****FORM 4.3 POWER OF ATTORNEY****FORM 4.4 FINANCIAL STATEMENT****FORM 4.5 a) FINANCIAL IDENTIFICATION FORM****b) LEGAL ENTITY FILES****FORM 4.6 TECHNICAL QUALIFICATIONS****FORM 4.6.1 STAFF****FORM 4.6.2 PLANT****FORM 4.6.3 WORKPLAN & PROGRAMME****FORM 4.6.4 EVIDENCE OF RELEVANT EXPERIENCE****FORM 4.6.5 INFORMATION ON JOINT VENTURE / CONSORTIUM****FORM 4.6.6 LITIGATION HISTORY****FORM 4.6.7 QUALITY ASSURANCE SYSTEM(S)****FORM 4.6.8 ACCOMODATION FOR THE SUPERVISOR****FORM 4.6.9 FURTHER INFORMATION**

SECTION 4

ADDITIONAL NOTICE TO TENDERERS

1. Tenderers must answer all questions contained in the forms.
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.
4. Every page of each form must be numbered consecutively in the bottom right-hand corner.
5. Financial data and declarations submitted 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. If the documents are in an official language of the European Union, other than the procedural language, 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 member of 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. Please be aware that a lack of data may result in their non-compliance in the related item of evaluation.

VOLUME 1

SECTION 4:

FORM 4.1.1

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 4.1.2: DECLARATION - GROUNDS FOR EXCLUSION

The Tenderer and all parties involved (see Instructions to Tenderers Art. 3.5) must supply a Declaration to the effect that they do not fall into the categories listed below:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they, or persons having powers of representation, decision making or control over them, have been convicted of an offence concerning their professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*; (i.e. against which no appeal is possible);
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify, including by decisions of the European Investment Bank and international organisations;
- (d) they are not in compliance with their obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they, or persons having powers of representation, decision making or control over them, have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such an illegal activity is detrimental to the EU's financial interests;
- (f) they are currently subject to an administrative penalty referred to in Article 109(1) of the EU Financial Regulation (for programmes funded by the EU budget and the 11th EDF) and in Article 99 of the 10th EDF Financial Regulation (for programmes funded by the 10th EDF).

This Declaration must be dated and signed by the person duly authorized to sign.

Name:

Position:

Signature:

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.

- i. The Tenderer shall give details here below of the organisation chart of his company, showing the position of directors, key personnel and functions. The company shall also provide a breakdown of staff by role. A guide to the role breakdown is detailed below

a. Directors and management	.....
b. Administrative staff	.....
c. Health, safety & environment	.....
d. Quality	.....
e. Technical staff	
- Engineers	.....
- Surveyors	.....
- Foremen	.....
- Mechanics	.....
- Technicians	.....
- Machine operators	.....
- Drivers	.....
- Other skilled staff	.....
- <u>Labourers and unskilled staff</u>	.....
Total	=====

- ii. Project Management and Staff Organisation to be employed on the Contract

The Contractor shall provide full details of his project management and supervisory staff in the form of a staff tree showing defined functions, responsibilities and accountabilities.

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

Date

VOLUME 1

SECTION 4:

FORM 4.3.1

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 4.3.2**

Declaration of Joint and Several Liability
Power of Attorney to the Leader of the Consortium
[not applicable to individual tenderers]

..... *[add name of company]* hereby declares to be jointly and individually bound by the terms and conditions of the tender and contract documents for above-mentioned contract with the consortium partners and to accept, if the tender is successful, joint and several liability with these partners for the performance of the contract towards the Delegation of the European Union to the Republic of Serbia.

..... *[add name of the lead company of the consortium]* shall hereby be appointed to act for and on behalf of the consortium and all its consortium members during all stages of the tendering for and the performance of above-mentioned contract, including payments.

Signature

Name

Position

Date

VOLUME 1

SECTION 4:

FORM 4.4 FINANCIAL STATEMENT

Please provide all of the information required by this form in euro or national currency (NC) equivalent.

4.4.1 Basic capital

Amount.....	Euro or NC
Currency.....	Euro or NC
Authorised.....	Euro or NC
Issued.....	Euro or NC

4.4.2 Annual value of construction work undertaken for each of the last three years, and projected for the next two years

Euro or NC	Year-3 2012	Year-2 2013	Last year 2014	Current year 2015	Year +1 2016	Year +2 2017
At home						
Abroad						
Total						

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

..... (euro)

4.4.4¹ Please attach copies of the company's certified statements of account for the previous three years (with translations into the procedural language, if necessary) from which the following basic data will be abstracted. Please provide estimates of the same information for the next two years.

Euro or NC	Year-2 2012	Year-1 2013	Last year 2014	Current year 2015	Year+1 2016	Year+2 2017
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>

¹ Please see point 4 in Instructions to Tenders if documentary evidence/proofs are needed.

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>
5.Pre-tax profits	.....	.....	.....	.....	.....	.....
6.Losses	.....	.....	.....	.....	.....	.....

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 euro)

Signature:

(person(s) authorised to sign on behalf of the tenderer)

Date:

VOLUME 1**SECTION 4:****FORM 4.5**

- a) FINANCIAL IDENTIFICATION FORM**
- b) LEGAL ENTITY FILES**

The following forms are interactive PDF forms that need to be downloaded, filled out and printed so that these can be included here by the tenderer.

These forms can be downloaded from:

- a) http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm (Financial Identification Form)
- b) http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm (Legal Entity File)

VOLUME 1

SECTION 4:

FORMS 4.6

TECHNICAL QUALIFICATIONS

VOLUME 1

SECTION 4:

FORM 4.6.1.1

**TENDERER'S ORGANISATION, INCLUDING THE
TOTAL NUMBER OF THE STAFF EMPLOYED**

Signature

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

Date

VOLUME 1**SECTION 4****FORM 4.6.1.2****LIST OF THE KEY STAFF PROPOSED FOR THE
EXECUTION OF THE CONTRACT**

Position/Name	Nationality	Languages	Age	Education / Qualifications	Years of experience (with the company/in construction)	Major works for which responsible (project/value)
Project Manager						
Site Manager						
Quality Control Engineer						
Lead Mechanical Engineer						
Lead Electrical Engineer						
Lead Civil Engineer						

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 per one person)

The Tenderer shall provide CV's for all key personnel (as per Form 4.6.1) to be employed on the contract. The data shall be in the format detailed below:

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

<i>Language</i>	<i>Level</i>	<i>Passive</i>	<i>Spoken</i>	<i>Written</i>
	<i>Mother language</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. Professional experience:

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

15. Others:
- 15a. Publications and seminars:
- 15b. References:

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

Date.....

FORM 4.6.2

Plant proposed and available for the execution of the contract¹. The descriptions must demonstrate the tenderer's ability to complete 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.

[illegible]

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	Origin (country)	Current approximate value in euro or national currency
B)	VEHICLES AND TRUCKS						
					/		
					/		
					/		
					/		
					/		
C)	OTHER PLANT				/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		

Signature

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

Date.....

VOLUME 1

SECTION 4:

FORM 4.6.3

WORKPLAN & PROGRAMME

- 4.6.3.1 State the proposed location of your main office on the site, stations (steel/concrete/asphalt structures), warehouses, laboratories, accommodation, etc. (sketches to be attached as required).
- 4.6.3.2 Give a brief outline of your programme for completing the works in accordance with the required method of construction and stated time of completion.
- 4.6.3.3 Attach a critical milestone bar chart (schedule of execution) representing the construction programme and detailing 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:

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

Signature

(person(s) authorised to sign on behalf of the tenderer)

Date

VOLUME 1**SECTION 4:****FORM 4.6.4****EXPERIENCE AS CONTRACTOR**

4.6.4.1 List of contracts of similar nature and extent performed during the past 5 years

Name of project/kind of works	Total value of works the Contractor was responsible for ²	Period of contract	Starting date	Percentage of works completed	Contracting authority and place	Prime contractor (P) or subcontractor (S)	Provisional/Final acceptance issued? - Yes - Not yet (current contracts) - No
A) In home country							

Name of project/kind of works	Total value of works the Contractor was responsible for ¹	Period of contract	Starting date	Percentage of works completed	Contracting authority and place	Prime contractor (P) or subcontractor (S)	Final acceptance issued? - Yes - Not yet (current contracts) - No
<i>B) Abroad</i>							

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

¹ Amounts actually paid, without the effect of inflation.

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 state of the Contracting Authority, if any (in the case of a joint venture/consortium with a foreign lead member)
Office address
.....
Telex
TelephoneFax.....
- 4.6.5.4** Names of members
i)
ii)
iii)
Etc.
- 4.6.5.5** Name of lead member
.....
.....
- 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 members (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 5 years 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 euro)

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 details of the quality assurance system(s) you propose using to ensure successful completion of the works.

Signature

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

Date

VOLUME 1
SECTION 4:
FORM 4.6.8
ACCOMODATION FOR THE SUPERVISOR

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

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.

VOLUME 1

SECTION 5: ADMINISTRATIVE COMPLIANCE GRID

ADMINISTRATIVE COMPLIANCE GRID

Contract title :	Refurbishing and furnishing of the EUIC Belgrade	Publication reference :	EuropeAid/136948/DD/WKS/RS
-------------------------	--	--------------------------------	----------------------------

Tender envelope number	Tenderer name	Tender submission form duly completed? (Yes/No)	others	Tenderer's declaration (signed by each consortium member, if appropriate)? (Yes/No)	Language as required?	Sub-contracting statement acceptable? (Yes/No/ Not Applicable)	Nationality of sub-contractors eligible? (Yes/No)	Overall decision? (Accept / Reject)
1								
2								
3								
4								
...								
...								
n								

Chairperson's name	
Chairperson's signature	
Date	

VOLUME 1

SECTION 5: EVALUATION GRID

EVALUATION GRID

(The criteria indicated are used by the evaluation committee.) Must be completed by each member of the evaluation committee.

Contract title:	Refurbishing and furnishing of the EUIC Belgrade	Publication reference:	EuropeAid/136948/DD/WKS/RS
------------------------	--	-------------------------------	----------------------------

Tender envelope N°	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 subcontractors eligible? (Yes/No)	Other technical requirements in tender dossier? (Yes/No/Not applicable)	Technical compliance? (Yes/No)	Observations
1											
2											
3											
4											
...											
...											
n											

Evaluator's name	
Evaluator's signature	
Date	

VOLUME 1

SECTION 6: DATA SHEETS

VOLUME 1
SECTION 6
DATA SHEETS

At minimum the bidder has to complete the missing data and information and attach the manufacturer's documents (if applicable) according to Volume 3 and Volume 4.

VOLUME 1

SECTION 7: GLOSSARY OF TERMS

DEFINITIONS

<i>Administrative order:</i>	any instruction or order issued in writing by the Supervisor/Project Manager to the Contractor regarding the execution of the works.
<i>Addendum:</i>	A document modifying the terms and conditions of a contract
<i>Affidavit:</i>	a written statement made on oath before a notary public or other person authorized to administer oaths.
<i>Appropriate media:</i>	Publication in the Official Journal of the European Union and on the EuropeAid website is obligatory for most contracts covered by this Guide. Publication in the press of beneficiary countries and, if need be, specialised publications may be necessary or advisable.
<i>Breakdown of the overall price :</i>	the itemized list of rates and prices showing the build-up of the price in a lump sum contract.
<i>Contracting Authority (Employer as per FIDIC rules):</i>	the European Commission, the state or the public or private legal person concluding the contract, as provided for in the financing agreement.
<i>Communications:</i>	certificates, notices, orders and instructions issued in writing under the contract.
<i>Conflict of interest:</i>	<p>Any event influencing the capacity of a candidate, tenderer, applicant or contractor or grant beneficiary to give an objective and impartial professional opinion, or preventing it, at any moment, from giving priority to the interests of the Contracting Authority. Any event that compromises the impartial and objective exercise of the functions or the Contracting Authority, or the respect to the principles of competition, non-discrimination or equality of treatment of candidates/tenderers/applicants with regards to the award procedure or contract. Any consideration relating to possible contracts in the future or conflict with other commitments, past or present, of a candidate, tenderer, applicant or contractor. These restrictions also apply to any sub-contractors and employees of the candidate, tenderer, applicant or contractor.</p> <p>There is also a conflict of interests where the impartial and objective exercise of the functions of a player in the implementation of the budget or an internal auditor is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with the beneficiary.</p>
<i>Contract price</i>	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.
<i>Contractor:</i>	the tenderer selected at the end of the award procedure and signatory of the contract.
<i>Day:</i>	calendar day.
<i>Dayworks:</i>	varied work inputs subject to payment on a time basis for the Contractor's employees and plants.
<i>Drawings:</i>	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 release of the performance guarantee after final acceptance for works (Performance Certificate in FIDIC terminology)
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 / Performance Certificate (FIDIC terminology):	certificate(s) issued to the Contractor at the end of the Defect Liability Period stating that the Contractor has completed his obligations.
General Conditions:	The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of the contract.
General damages:	Damages which have not been agreed beforehand by the parties and awarded by a court or arbitration tribunal, or agreed between the parties, as compensation payable to an injured party for a breach of the contract by the other party.
Goods:	A tangible physical product where the property of what is purchased is transferred from the contractor to the contracting authority
Head of Delegation:	The representative of the European Union in third countries
Period of implementation of the tasks / Completion period:	the period from contract signature, or alternative date if specified in the Special Conditions, until the provisional acceptance/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	damages which have been agreed beforehand by the parties, and recorded in the contract, as being a genuine estimate of the loss suffered by the injured party (e.g. compensation payable by the Contractor to the Contracting Authority for failure to complete the contract or part of the contract within the contractual periods / compensation payable by the Contracting Authority to the Contractor for failure to pay within the contractual periods shall be calculated in accordance with the method(s) outlined in the general conditions).
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 Supervisor 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.
Project Manager:	The person responsible for monitoring the implementation of a project on behalf of the Contracting Authority
Provisional Sum:	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 Contracting Authority where the works are to be carried out and other places stated in the contract as forming part of the site.
Special 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 or call for proposals dossier, including amendments to the General Conditions, clauses specific to the contract and the technical specifications.
Successful Tenderer:	the Tenderer selected at the end of a tender procedure for the award of contract.
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 its functions, and in exercising such rights and/or powers as have been delegated to it. In this case, references to the Supervisor will include its representative.
Supplier:	any natural or legal person providing supplies to the Contractor for any part of the Contract.
Tender dossier:	the dossier compiled by the Contracting Authority and containing all the documents needed to prepare and submit a tender.

<i>Tenderer:</i>	any natural or legal person or consortium thereof submitting a tender with a view to concluding a contract.
<i>Tender price:</i>	the sum stated by the tenderer in his tender for carrying out the contract.
<i>Time limits:</i>	Those periods in the contract which shall begin to run from the day following the act or event which serves as the starting point for those periods. Where the last day of the period is not a working day, the period expires at the end of the next working day.
<i>Works:</i>	the temporary and permanent Works to be carried out under the Contract.
<i>Works contracts:</i>	Works contracts cover either the execution, or both the design and execution, of works or a work related to one of the activities referred to in Annex I to Directive 2004/18/EC or the realisation, by whatever means, of a work corresponding to the requirements specified by the Contracting Authority. A 'work' means the outcome of building or civil engineering works taken as a whole that is sufficient of itself to fulfil an economic or technical function.
<i>Written communications:</i>	certificates, notices, orders and instructions issued in writing under the contract.