

VOLUME 1

SECTION I

INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: EuropeAid/139201/DD/WKS/RS

In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever its own conditions of sale may be, which it hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline 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>).

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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	08 June 2018	10:00
Site visit	08 June 2018	10:00
Deadline for requesting any additional information from the Contracting Authority	13 July 2018	16:00
Last date on which additional information are issued by the Contracting Authority	23 July 2018	18:00
Deadline for submitting tenders	03 August 2018	12:00
Tender opening session	03 August 2018	15:00
Notification of award to the successful tenderer	October 2018	-
Signature of the contract	November 2018	-

* 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 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 (CIR) and regulation (EU) No 231/2014 of the European Parliament and of the Council of 11 March 2014 establishing an Instrument for Pre-accession Assistance (IPA II).

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 22 of the contract notice). 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.
- 3.3 The eligibility requirement detailed in subclauses 3.1 and 3.2 applies to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, 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 2.3.3.1 ('exclusion from participation in procurement procedures') and section 2.3.3.2 ('rejection from a given procedure') of the Practical Guide, are not entitled to participate in this tender procedure or be awarded a contract. Should they do so, their tender will be considered unsuitable or irregular respectively. 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, as well as to all entities upon whose capacity the tenderer relies for the selection criteria.
- 3.6 The upper limit authorised for subcontracting is 30 % of the value of the tender¹.

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.
- 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.

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.

6 SITE VISIT AND CLARIFICATION MEETING

6.1 The tenderer is obliged to visit and inspect the site of the works and its surroundings for the purpose of assessing, at its own responsibility, expense and risk, the factors necessary for preparing its tender and signing the contract for the works.

Place: Judicial Academy building, address: Svetozara Markovica 21, Belgrade,

Date and time, see timetable point 1.2.

6.2 A clarification meeting will be held by the Contracting Authority and the site visit organized by the Beneficiary Judicial Academy.

Place: Judicial Academy building, address: Svetozara Markovica 21, Belgrade

Date and time, see timetable point 1.2.

6.3 The minutes of clarification meeting and the site visit will be published on the EuropeAid website at <https://webgate.ec.europa.eu/europeaid/online-services/index.cfm?do=publi.welcome> and on the website of the Delegation of the European Union to the Republic of Serbia at www.europa.rs (section Funding Opportunities)

As proof of participation, tenderers will receive a certificate of their site visit.

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/139201/DD/WKS/RS

Delegation of the European Union to the Republic of Serbia

Finance, Contracts and Audit Section

GTC 19a Avenue block

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:

Tenders must comprise the documents and information in clause 12 below.

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.

The relevant pages of the documents specified in clause 12 must be signed as indicated.

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. Tenders must be for all the quantities indicated.

12 INFORMATION/DOCUMENTS TO BE SUPPLIED BY THE TENDERER

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

Tender form, together with its Annex 1 'Declaration of honour on exclusion criteria and selection criteria' using the form provided in Volume 1, section 2;

Documentation as required in the questionnaire in Volume 1, Section 4, including all forms attached;

The forms provided in Volume 4: Volume 4.2 — Bill of Quantities;

NOTE: Together with completed and initialed paper copy, tenderers are also required to submit within their Tender a priced electronic copy of the Bill of Quantities 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 Bill of quantities, the provisions of paper copy will prevail.

12.1.1.1 The prices in Volume 4 are deemed to have been set on the basis of the conditions in force 30 days prior to the deadline for submitting tenders.

Cash flow statements.

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).

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.

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.

Financial identification form (Form 4.5a, Volume 1) and Legal Entity File (Form 4.5b, Volume 1). If the tenderer has already signed another contract financed by the European Union, it may provide instead of the forms and supporting documents either the file numbers received or copies of the forms provided on that occasion, unless a change occurred in the meantime.

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 execution of the contract, with the CVs of key staff (Forms 4.6.1.2 and 4.6.1.3),
- a list of plant for execution of the contract. The descriptions must demonstrate the tenderer's ability to complete the works and should include amongst others, the following elements:
 - Concrete mixing and placing plant
 - Lifting equipment

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);
- data on subcontractors and the percentage of works to be subcontracted (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;
- information regarding the proposed main site office (Form 4.6.3);
- an outline of the quality assurance system(s) to be used (Form 4.6.7).
- if applicable, information 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);
- details of the accommodation and facilities to be provided for the Supervisor (Form 4.6.8);
- any other information (Form 4.6.9).
- Site visit certificate (Form 4.6.10).
- Modifications (if any) (Form 4.6.11)

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

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 26 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, Tender guarantee, using the form provided in Volume 1, Section 3 and a Site visit certificate. For more details, see point 2.3.1 Practical Guide.

Please be aware that after the United Kingdom's withdrawal from the EU, the rules of access to EU procurement procedures of economic operators established in third countries and of goods originating from third countries will apply to candidates or tenderers from the United Kingdom and to all candidates or tenderers proposing goods originating from the United Kingdom depending on the outcome of negotiations. In case such access is not provided by legal provisions in force at the time of the contract award, candidates or tenderers from the United Kingdom, and candidates or tenderers proposing goods originating from the United Kingdom could be rejected from the procurement procedure.

- 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.

12.2.1 The selection criteria for tenderers are as follows:

A) *Economic and financial capacity of candidate:*

- a) The average annual turnover of the tenderer for the last 3 years (2015, 2016 and 2017) must be at least EUR 3.000.00.

This must be proven by the audited balance sheets and income statements of the tenderers for the last 3 financial years which were audited by a certified Public (Sworn)/Chartered accountant and any other document necessary to prove annual turnover of the tenderer. The Contracting Authority reserves the right to carry out any further inquiry on the Tenderer's financial standing as the Evaluation Committee may deem appropriate.

- b) The tenderer must have access to sufficient credit and other financial facilities to cover the required cash flow for the duration of the contract. In any case, the amount of credit available must be at least EUR 300.000 The statement 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 natural person legally capable of carrying out the specified works of the same complexity and nature as defined below;
- b) Shall carry out at least 70% of the contract works by its 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 have the ability to 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 30%.
- d) Must have in place and apply a quality assurance system, such as ISO 9001;
- e) Shall have employed Key personnel which should be assigned for the tendered contract implementation. At a minimum, the following key personnel should be committed from the tenderer to the successful achievement of this project:
 - One (1) Project Manager who will coordinate the entire contract. He/she shall be a qualified architect, civil, mechanical, or electrical Engineer with at least 10 years of relevant post-graduated professional experience and project management experience in at least two projects on construction or reconstruction of the buildings according to PRAG conditions
 - One (1) Site Manager. He/she shall be a qualified Civil Engineer with at least 8 years of relevant post-graduated professional experience, out of which minimum 5 years in site management and in construction of at least one project of construction or reconstruction of the buildings according to PRAG conditions. Please note that Site Manager must possess, or be in the position to obtain before the contract commencement date, the relevant professional licences as required by law on Planning and Construction of Serbia and other relevant legal provisions.
 - One (1) Lead Mechanical Engineer qualified as Mechanical Engineer with a minimum of 5 years of relevant post-graduated professional experience in construction of at least one project of construction or reconstruction of the buildings with a similar nature or size or complexity.
 - One (1) Lead Electrical Engineer qualified as Electrical Engineer with a minimum of 5 years of relevant post-graduated professional experience in construction of at least one project of construction or reconstruction of the buildings with a similar nature or size or complexity.
 - One (1) Design Manager. He/she shall be a qualified architect or civil engineer with at least eight (8) years of relevant professional experience (in his/her the field of expertise) and design experience in at least one (1) project with a similar nature or size or complexity.

The two Experts proposed by a tenderer must have at least a 3-4 years Master degree in engineering/architecture and fluent in English, both written and spoken.

The tenderer must submit in the tender the list, CV's and copies of diploma/degrees and employer's certificates of all the staff listed above.

C) Technical capacity of candidate:

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

a) The tenderer must have completed as a prime contractor at least two (2) contracts of the similar nature and complexity to the works concerned by the tendered contract. One of these contracts must have been completed with a value of at least 1,000,000 EUR, and the other contract must have been completed with a value of at least 500 000EUR. The works must have been completed at any moment during the period of past five (5) years from the date of submission of tenders.

- "Similar nature and complexity to the works concerned by the tendered contract" shall be interpreted as follows:

Similar nature and complexity means construction or reconstruction of civil or administrative buildings for private or public use with no less than 2000 m2 GFA.

- The minimum size (value) that will be taken into consideration is either the total contract value, when the contractor was acting as a sole contractor, or the share of the total contract value corresponding to its share of 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/Final Acceptance" issued for construction contracts. Copies (translated in English) of the respective certificates, signed by the contracting authorities/employer's supervisors of the contracts concerned, verifying the satisfactory/successful completion and acceptance of the contracts, must be submitted. These documents shall clearly demonstrate the compliance of the presented references with the above criteria. The Contracting Authority reserves the right to ask for copies, and to check for accuracy and validity of copies of certificates of final/provisional acceptance signed by the supervisors/contracting authority/employer of the contracts concerned, and any information given by the tenderers in relation to reference contracts.

- "Completed" also means that the contracts that tenderer refers to could have been completed at any time during the indicated period, but they do not necessarily have to be started during that period.

- "As a 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 the design, construction or reconstruction of buildings as defined above.

- Regarding the calculation of the contract amounts 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/inforeuro/index.cfm?Language=en>

Capacity providing entities:

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 a commitment 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.

With regard to technical and professional criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works for which these capacities are required.

With regard to economic and financial criteria, the entities upon whose capacity the tenderer relies, become jointly and severally liable for the performance of the contract.

13 TENDER PRICES

- 13.1 The currency of the tender is the EURO.²
- 13.2 The tenderer must provide a Bill of Quantities euro. The tender price must cover all works as described in the tender documents. All sums in the Bill of Quantities, 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 the Bill of Quantities. No payment will be made for items which have not been costed; such items will be deemed to be covered by other items on the Bill of Quantities.
- 13.4 If a discount is offered by the tenderer, it must be clearly specified in the Bill of Quantities in Volume 4 and indicated in the tender form in Volume 1, Section 1.2. 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. In case the contracting authority is required to obtain the recommendation of the panel referred to in section 2.3.3.1 of the Practical Guide, the contracting authority may request an extension of the validity of the tenders up to the adoption of that recommendation.
- 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 30.000 EURO. The original guarantee must be included in the original tender.

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

- 15.2 It may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a guarantee provided by an insurance and/or guarantee company or an irrevocable letter of credit made out to the Contracting Authority.
- 15.3 The tender guarantee must remain valid for 45 days beyond the period of validity of the tender, including any extensions, and be issued to the Contracting Authority for the requisite amount.
- 15.4 The tender guarantees of unsuccessful tenderers will be returned together with the information letter that the tenderer has been unsuccessful.
- 15.5 The tender guarantee of the successful tenderer 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 5 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 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, Contracts and Audit Section
GTC Building, Avenue block19a
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, Contracts and Audit Section
GTC Building, Avenue block19a
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/139201/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 zvanicne 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.

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 most economically advantageous tender is the technically compliant tender with the lowest price.

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.

By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.

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, except where it takes the form of a certified cheque or a cash deposit. 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, for example, 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 processed³ 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>⁴

The Controller of call for tenders is the Head of Unit R3

31 EARLY DETECTION AND EXCLUSION SYSTEM

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 of early detection or exclusion, their personal details (name, given name if natural person, address, legal

³ 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.

⁴ This link will lead you to the new "EuropeAid privacy statement" published among the Prag General Annexes.

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 Early Detection and Exclusion System (EDES) and communicated to the persons and entities concerned in relation to the award or the execution of a procurement contract.

* * *

VOLUME 1

SECTION 2

TENDER FORM

TENDER FORM FOR A WORKS CONTRACT

Publication reference: EuropeAid/139201/DD/WKS/RS

Name of contract: Reconstruction of Judicial Academy Building in Belgrade

<Place 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.

1 SUBMITTED BY

	Name(s) of tenderer(s)	Nationality⁵
Leader⁶		
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, as well as each capacity-providing entity and each subcontractor providing more than 10% of the works, must submit a signed declaration using this format, together with the Declaration of honour on exclusion and selection criteria (Annex 1).

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:

Reconstruction of Judicial Academy Building in Belgrade

⁵ Country in which the legal entity is established.

⁶ 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).

The project is consisted of reconstruction, renovation and adoption of existing building for the Judicial Academy in Belgrade.

The building of Judicial Academy is situated in the centre of the Belgrade at the corner of Svetozara Markovica and Krunska Streets. The building has Basement (BS) + Ground Floor (GF) + Four Floors (4F) + Attic, with total gross area c. 3.500 m2. The building itself is not under protection of the Institute for protection of heritage, but it is part of the central area of the city of Belgrade, which is protected as ambient unit.

Reconstruction includes civil, electrical, thermo –mechanical, HVAC works, as well as any required design documentation in accordance to RS legislation and any other works necessary for the operation of the building of the Judicial Academy and its training purpose. Works will be executed according to the Main Design and building permit obtained by the Beneficiary.

3. The price of our tender [*excluding the discounts described under point 4*] is:
[.....]
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 bound in respect of the obligations under the contract, including any recoverable amount, 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]. [We confirm, as capacity-providing entity to be jointly and severally bound in respect of the obligations under the contract, including for any recoverable amount.]
9. 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 effectively established that we do not fall into any of the 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 professional conflicting of interests and/or any equivalent relation with other candidates or other parties in the tender procedure or behaviour which may distort competition at the time of the submission of this application according to Section 2.3.6 of the Practical Guide. 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 if the above-mentioned persons participate in spite of being in any of the situations listed in Section 2.3.3.1 of the Practical Guide or if the declarations or information provided prove to be false, they may be subject to rejection from this procedure and to administrative sanctions in the form of exclusion and financial penalties representing 2 % to 10 % of the total estimated value of the contract being awarded and that this information may be published on the Commission website in accordance with the conditions set in Section 2.3.4 of the Practical Guide..
14. We are aware that, for the purposes of safeguarding the EU's financial interests, our personal data may be transferred to internal audit services, to the Early Detection and Exclusion System, 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:

ANNEX 1 – DECLARATION OF HONOUR ON EXCLUSION AND SELECTION CRITERIA

ANNEX 1 – DECLARATION OF HONOUR ON EXCLUSION AND SELECTION CRITERIA

Declaration on honour on exclusion criteria and selection criteria

The undersigned [*insert name of the signatory of this form*], representing:

<i>(only for natural persons)</i> himself or herself	<i>(only for legal persons)</i> the following legal person:
ID or passport number: (‘the person’)	Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number: (‘the person’)

I – SITUATION OF EXCLUSION CONCERNING THE PERSON

(1) declares that the above-mentioned person is in one of the following situations:	YES	NO
(a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
(b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>

(d) it has been established by a final judgement that the person is guilty of the following:		
(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
(g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to: <ul style="list-style-type: none"> i. facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body; ii. non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics; iii. decisions of the ECB, the EIB, the European Investment Fund or international organisations; iv. decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or 	<input type="checkbox"/>	<input type="checkbox"/>

v.decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.		
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II – SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON

Not applicable to natural persons, Member States and local authorities

(2) declares that a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers company directors, members of management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations:	YES	NO	N/A
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

III – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON

(3) declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations:	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IV – GROUNDS FOR REJECTION FROM THIS PROCEDURE

(4) declares that the above-mentioned person:	YES	NO
(h) has distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure.	<input type="checkbox"/>	<input type="checkbox"/>

V – REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include

e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

VI – EVIDENCE UPON REQUEST

Upon request and within the time limit set by the contracting authority the person must provide information on the persons that are members of the administrative, management or supervisory body. It must also provide the following evidence concerning the person itself and concerning the natural or legal persons which assume unlimited liability for the debt of the person:

For situations described in (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (a) or (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

VII – SELECTION CRITERIA

(5) declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender specifications:	YES	NO	N/A
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section <i>[insert]</i> of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable economic and financial criteria indicated in section <i>[insert]</i> of the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical and professional criteria indicated in section <i>[insert]</i> of the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(6) if the above-mentioned person is the sole tenderer or the leader in case of joint tender , declares that:	YES	NO	N/A
(d) the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

VII – EVIDENCE FOR SELECTION

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

Full name

Date

Signature

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SECTION 3

TENDER GUARANTEE FORM

TENDER GUARANTEE FORM

Works contract

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

For the attention of

Delegation of the European Union to the Republic of Serbia

GTC 19 Avenue Building, Vladimira Popovica 40, 11070 New Belgrade, Serbia

The European Union, represented by the European Union Delegation to the Republic of Serbia, on behalf of and for the account of the government of the Republic of Serbia

referred to below as the 'Contracting Authority'

Title of contract: **Reconstruction of Judicial Academy Building in Belgrade**

Identification number: **EuropeAid/139201/DD/WKS/RS**

We, the undersigned, [name and address of financial institution], hereby irrevocably declare that we will guarantee, as primary obligor, and not merely as a surety on behalf of <Tenderer's name and address>, payment to the Contracting Authority of 30.000 Euro, 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)].⁷

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, ././..

Name and first name: On behalf of:

Signature:

[stamp of the body providing the guarantee]

⁷ 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.

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QUESTIONNAIRE

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QUESTIONNAIRE
CONTENTS

Additional notice to tenderers

- Form 4.1** **General information about the tenderer**
- Form 4.2** **Organisation chart**
- Form 4.3** **Power of attorney**
- Form 4.4** **Financial statement**
- Form 4.5** **a) Financial identification form**
 b) Legal entity files
- Form 4.6** **Technical qualifications**
 - 4.6.1 Staff
 - 4.6.2 Plant
 - 4.6.3 Work plan and programme
 - 4.6.4 Experience as contractor
 - 4.6.5 Information on joint ventures
 - 4.6.6 Litigation history
 - 4.6.7 Quality assurance system(s)
 - 4.6.8 Accommodation for the supervisor
 - 4.6.9 Further information
 - 4.6.10 Site Visit certificate
 - 4.6.11 Modifications (if any)

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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.

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FORM 4.1 GENERAL INFORMATION ABOUT THE TENDERER

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

Signature:

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

Date:.....

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FORM 4.2 ORGANISATION CHART

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

Signature.....

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

Date.....

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SECTION 4

FORM 4.3 POWER OF ATTORNEY

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

Signature:

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

Date:

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SECTION 4

FORM 4.4 FINANCIAL STATEMENT

Please provide all of the information required 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	Year-2	Last year	Current year	Year +1	Year +2
At home						
Abroad						
Total						

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

..... (euro or national currency)

4.4.4⁸ 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 2014	Year-1 2015	Last year 2016	Current year	Year+1	Year+2
1.Total assets
2.Total liabilities
<i>Net Value (1 minus 2)</i>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u> ..	<u>.....</u> ..
3.Liquid assets
4.Short-term debts
<i>Working capital (3 minus 4)</i>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u>	<u>.....</u> ..	<u>.....</u> ..
5.Pre-tax profits
6.Losses

⁸ Please see point 4 in Instructions to Tenders if documentary evidence/proof is needed.

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 or NC equivalent)

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

Date:

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FORM 4.5.a) + b) FINANCIAL IDENTIFICATION

Please find "bank account notification form" and appropriate form "legal entity file" on the following website:

http://ec.europa.eu/europeaid/prag/annexes.do;JSESSIONID_PUBLIC=W21nFHUORIfTRD3n9U0Rmna9sf8z9Hqyg4rzivHmTYceVDo7_Apd!1732565550?chapterTitleCode=D

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FORM 4.6. (4.6.1 to 4.6.11) TECHNICAL QUALIFICATIONS

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FORM 4.6.1.1 OVERVIEW OF THE TENDERER'S STAFF

i - Overview

- a - Directors and management
- b - Administrative staff
- c - Technical staff
 - Engineers
 - Surveyors
 - Foremen
 - Mechanics
 - Technicians
 - Machine operators
 - Drivers
 - Other skilled staff
 - Labourers and unskilled staff

Total =====

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

- a - Site management
- b - Administrative staff
- c - Technical staff
 - Engineers
 - Surveyors
 - Foremen
 - Mechanics
 - Technicians
 - Machine operators
 - Drivers
 - Other skilled staff
 - Labourers and unskilled staff

Total =====

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

Date

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FORM 4.6.1.2 STAFF TO BE EMPLOYED ON THE CONTRACT

Position/Name	Nationality	Age	Education	Years of experience (with the company/in construction)	Major works for which responsible (project/value)
Project Manager					
Site Manager					
Lead Mechanical Engineer				/	
Lead Electrical Engineer				/	
Design Manager				/	
H&S officer					

Signature

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

Date.....

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FORM 4.6.1.3 PROFESSIONAL EXPERIENCE OF KEY STAFF

CURRICULUM VITAE

(Maximum 3 pages + 3 pages of annexes)

Proposed position in the contract:

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

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

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

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

14. Professional experience:

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

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

Signature

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

Date.....

	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

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

Date.....

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FORM 4.6.3 WORK PLAN AND 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

Name of project/type of works	Total value of works the Contractor was responsible for ¹⁰	Period of contract	Start 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>							

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

Signature

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

Date

¹⁰ Amounts actually paid, without the effect of inflation.

¹¹ Please see point 4 in Instructions to Tenders if documentary evidence/proof is needed.

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FORM 4.6.5 DATA ON JOINT VENTURES

- 4.6.5.1** Name
- 4.6.5.2** Managing board's address
-
- Telex
- Telephone Fax..... E-mail.....
- 4.6.5.3** Agency in the state of the Contracting Authority, if any (for joint ventures/consortia with a foreign lead member)
- Office address
-
- Telex
- Telephone Fax.....
- 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 division of responsibilities between members (in %) with an indication of the type of work to be performed by each
-
-
-
-
-

Signature:

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

Date:

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FORM 4.6.6 LITIGATION HISTORY

Please provide information on any history of litigation or arbitration resulting from contracts executed during the last X years or currently under execution.

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

Year	Ruling FOR or AGAINST tenderer	Name of client, cause of litigation, and matter in dispute	Disputed amount (current value in euro or NC)

Signature

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

Date

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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

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

Date

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FORM 4.6.8 ACCOMMODATION 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.

Signature

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

Date

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FORM 4.6.9 FURTHER INFORMATION

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

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

Date

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FORM 4.6.10 SITE VISIT CERTIFICATE

Please attach here site visit certificate.

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

Date

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FORM 4.6.11 MODIFICATIONS

Please attach here modifications (if any).

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

Date

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SECTION 5

**ADMINISTRATIVE COMPLIANCE GRID
AND EVALUATION GRID**

ADMINISTRATIVE COMPLIANCE GRID

Contract title :	Reconstruction of Judicial Academy Building in Belgrade	Publication reference :	EuropeAid/139201/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								
5								
6								
7								
8								

Chairperson's name	
Chairperson's signature	
Date	

EVALUATION GRID

(To be customised according to the project. The criteria indicated are to be used by the evaluation committee.)
This grid must be completed by each evaluator.

Contract title:	Reconstruction of Judicial Academy Building in Belgrade	Publication reference:	EuropeAid/139201/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

Evaluator's name	
Evaluator's signature	
Date	