

VOLUME 1

SECTION 2
TENDER FORM
APPENDIX TO THE TENDER

B

TENDER FORM FOR A WORKS CONTRACT

Publication reference: EuropeAid/135220/DD/WKS/RS

Name of contract: Strengthening the Facilities of the Forensic Laboratory of the Republic of Serbia

<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.

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)	Nationality¹
Leader²		
Member 2*		
Etc ...		

2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
E-mail	

3 TENDERER'S DECLARATION(S)

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

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

1. We have examined and accept in full the content of the dossier for invitation to tender No. EuropeAid/135220/DD/WKS/RS. 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:
"Strengthening the Facilities of the Forensic Laboratory of the Republic of Serbia"
3. The price of our tender [*excluding the discounts described under point 4*] is:
[.....]

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).

4. We will grant a discount of [%], or [.....].
5. This tender is valid for a period of 90 days from the final date for submission of tenders.
6. If our tender is accepted, we undertake to provide a performance guarantee, as required by Article 13 of the Special Conditions.
7. Our firm/company [*and our subcontractors*] has/have the following nationality:

<.....>

8. We are making this tender [on an individual basis/as member of the consortium led by < name of the leader / ourselves >]. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a member of the consortium, that all members are jointly and severally liable by law for the execution of the contract, that the lead member is authorised to bind, and receive instructions for and on behalf of, each member, that the execution of the contract, including payments, is the responsibility of the lead member, and that all members in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's execution].
9. We are not in any of the situations excluding us from participating in contracts listed in section 2.3.3 of the Practical Guide to contract procedures for EC external action. 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 to contract procedures for EC external action, 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.

3

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

Publication reference: EuropeAid/135220/DD/WKS/RS

Title of contract: "Strengthening the Facilities of the Forensic Laboratory of the Republic of Serbia"

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

	Subclauses of General Conditions or Special Conditions	
Name and address of the Contracting Authority.	To be completed by the Contracting Authority	Delegation of the European Union to the Republic of Serbia Vladimira Popovica 40/IX (GTC Avenue Building – Block 19a) 11070 New Belgrade, Republic of 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	Project Manager Delegation of the European Union to the Republic of Serbia Vladimira Popovica 40 (GTC Avenue Building – Block 19a) 11070 New Belgrade, Republic of Serbia
Financing authority	To be completed by the Contracting Authority	The European Union
Deadline for notice to commence	SC Article 33.1	90 days from the day of signature of the Contract
Period of Implementation	SC Article 34.1	12 months from the commencement date until provisional acceptance
Currency	SC Article 44.1	Euro
Law of the contract	GC Article 69	EU Law, complemented, where necessary, by the Belgian Law

3

Language of the contract	SC Article 2.1	English
Language for communications	SC Article 2.1	English
Period of access to the site		Same as Commencement Date
Amount of performance guarantee	SC Article 15.1	10% of contract price
Deadline for submission of programme	SC Article 17.1	14 days after the commencement date
Normal working hours	Local legislation	8 hours
Liquidated damages for the works	SC Article 36.1	0,1% per day of the contract price
Limit of liquidated damages for delay	SC Article 36.1	10% of the contract price
Percentage of retention monies	SC Article 47.1	10% 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 € per accident with the number of occurrences unlimited
Periods for submission of insurance	GC Article 16.5	Within 14 days after the date of signature of the contract
The amount of the pre-financing	SC Article 46.2	Maximum 10% of the contract price
Number of members of dispute-settlement committee	GC Article 68	3
Member of dispute-settlement committee (if not agreed) 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
Place of arbitration	GC Article 68	Belgium

Signature _____

Capacity _____

duly authorised to sign for and on behalf of _____

13