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| **PART A: INFORMATION FOR THE TENDERER** |

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| **Name and address of the contracting authority:** Municipality of Golubac, Cara Lazara 15, 12223 Golubac, Republic of Serbia  **Title of the tender:** Supervision of the works services  **Reference number:** RORS29/Municipality of Golubac/TD-5  **Date of launching:** 09/03/2018 |

1. **INFORMATION ON SUBMISSION OF THE TENDERS**

Subject of the contract:

The subject of this tender is:

Implementation of services as indicated in the technical information in the point 2 of these information;

Deadline for submission of the tenders:

The deadline for submission of tenders is **19/03/2018 at 12:00 CET**. Any tender received after this deadline will be automatically rejected.

Financial information

The tenderers are reminded that the maximum available value of the contract is 9200 EUR

The Financial offer must be presented as an amount in EUR or RSD and must be submitted using the template for the global-price version of PART C: FORMAT OF FINANCIAL OFFER.

In case when the offers are submitted in national currencies, the exchange rate to be used for checking financial compliance with available budget (during financial evaluation), shall be InforEuro exchange rate for the month when the tender is launched.

The applicable tax and customs arrangements are specified in the draft contract in Part A of this tender dossier.

Variant solutions

Tenderers are not authorised to tender for a variant in addition to this tender.

Subcontracting

Subcontracting is not allowed.

Award criteria:

***In case more than one offer received***: best value for money, weighting 80% technical quality, 20% price.

Evaluation criteria for technical offer:

* Organization and methodology: 40 points
* Proposed inputs: 40 points
* Time frame: 20 points

TOTAL: 100 points

***In case one offer received***: the Contracting Authority shall check whether the offer is administratively, technically and financially compliant with the requirements set by this tender documentation.

Interviews:

No interviews are foreseen.

Award notification:

The successful tenderer will be informed of the results of the evaluation procedure in written form.

Contract award notice will be published on the programme website. The estimated time of publishing is 7 days from the deadline for submission of tenders.

Address and meanings for submission of the tenders:

The tenderers will submit their tenders using the **standard set of submission forms available in the Part B – Technical offer and the Part C - Financial offer**. Any other document supporting this invitation is sent for informational purposes only and is not to be modified nor submitted by the tenderer. The tender will be submitted in **1 original**. Any tenders not using the prescribed form may be rejected by the contracting authority.

In addition to the offer the tenderer is required to provide the following supporting documentation:

* Copy of legal registration
* CV of key expert

The tenders will be submitted in sealed envelopes, containing the following information:

* Name and address of the tenderer
* Title of the tender: Supervision of the works services
* Reference number: RORS29/Municipality of Golubac/TD-5
* The words: ‘’Not to be opened before the tender opening session’’ and, “Ne otvarati pre sastanka za otvaranje ponuda’’

Tenders must be submitted using double envelope system, in an outer parcel or envelope containing two separate, sealed envelopes, one bearing the words "Technical offer”- part B and "Financial offer" -Part C. Any infringement of this rule (e.g. unsealed envelopes or references to price in the technical offer) is to be considered a breach of the rule, and will lead to rejection of the tender.

The tenders will be submitted in person, by post or courier service to the following address:

Municipality of Golubac, Cara Lazara 15, 12223 Golubac, Republic of Serbia

Milos Djuric, Project Coordinator

The tenderers are reminded that in order to be eligible the tenders need to be received by the contracting authority by the deadline indicated above.

1. **TECHNICAL INFORMATION**

The tenderers are required to provide services as indicated below. In the tenderer’s technical offer, the tenderers might indicate more details on the deliveries, referring back to the requirements below.

* 1. Activity 1: Supervision of works

*Description of expected outputs / results to be achieved*

The objective of the contract is the provision of works supervision services in the capacity of the Contractor under National legislative conditions of contract for construction works. The Contractor shall provide technical and financial supervision of the works as defined in the contract during the implementation of works contract "Construction of municipal road Miljevic-Baric-Vojilovo". The works contract is supervised during the construction period, trial run period and defect notification period. Also the contract covers the capacity of the 'supervision engineer' under the Serbian law on physical planning and construction and regulation on methods and procedures for supervision of works.

In particular Contractor acting as Supervisor is expected to:

* Supervise works to be in according with Serbian legislative and construction design.
* Constant monitoring of all works performed to be in according with laws, standard and regulations necessary.
* Controlling of quality of works performed during construction which cannot be examined after they are finished.
* Control of quality of materials, installations, and equipments to be installed in object and verify existence of necessary attests, certificates and other documentation defined by main construction design.
* Control of procedures used during construction from aspect of general safety and environmental impact to be in line with national legislative.
* Monitoring of works dynamics to be in line with works schedule.
* Consultations with construction project designer regarding issues and problems which may emerge during construction phase.
* Certifying of building log made by Works Contractor.
* Certifying of all reports made by Works Contractor and financial invoices.
* Approving certificates of final acceptance to be signed by the supervisors/contracting authority.
* The Supervisor acts for the Contracting Authority. He has no authority to relieve either party of any duties, obligations or responsibilities under the Contract or to amend the Contract.
* Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Supervisor (including absence or disapproval) shall not relieve the Works Contractor from any responsibility he has under the Contract, including the responsibility for errors, omissions, discrepancies and non-compliances.
* Any failure to disapprove any work, plant or materials shall not constitute approval, and shall therefore not prejudice the right of the Supervisor to reject the work, plant or materials.
* The Supervisor may issue to the Works Contractor (at any time) instructions which may be necessary for the execution of the works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Supervisor.
* Whenever the Supervisor shall proceed to agree or determine any matter, the Supervisor shall consult with each party in an endeavour to reach agreement. If agreement is not achieved, the Supervisor shall make a fair determination in accordance with the Works Contract, taking due regard of all relevant circumstances.
* Administrative orders issued by the Supervisor shall be dated, numbered and entered in a register. The Supervisor shall send them electronically (by email) to representatives of the Contractor and the Contracting Authority. Hard copies shall be delivered by hand to representatives of the Works Contractor and of the Contracting Authority.

For exact specification of type and quantity of works which are anticipated to be performed tenderer may consult *Annex to Terms of Reference* which may be found in tender dossier.

*Required inputs*

All necessary personnel, equipment, premises and supplies for implementation of service required.

Civil Engineer with valid licence for road construction recognized by legislative system of Republic of Serbia (CV, Diploma, licence and references confirmation should be submitted with offer)

On site office will be provided by Works Contractor.

*Required time frame*

March 2018 - October 2018

1. **ADDITIONAL INFORMATION**

The unsuccessful/successful tenderers will be informed of the results of the evaluation procedure. In this sense the CA shall send a notification to the successful tenderer and post an announcement on the website with the name of the successful tenderer followed by the mentioning that “all other tenders were not administratively /technically/ financially compliant”

Confidentiality

The entire evaluation procedure is confidential, subject to the Contracting Authority’s legislation on access to documents. The Evaluation Committee’s decisions are collective and its deliberations are held in closed session. The members of the Evaluation Committee are bound to secrecy. The evaluation reports and written records are for official use only and may be communicated neither to the tenderers nor to any party other than the Contracting Authority, the European Commission, the European Anti-Fraud Office and the European Court of Auditors.

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| NOT TO BE FILED IN BEFORE CONTRACT SIGNING  NOT TO BE SUBMITTED WITHIN THE OFFER!!! |

**FORMAT OF THE CONTRACT BETWEEN THE CONTRACTOR AND THE CONTRACTING AUTHORITY**

**CONTRACT TITLE:** Supervision of the works services

**REF:** RORS29/Municipality of Golubac/TD-5

**Concluded between:**

Municipality of Golubac,

Cara Lazara 15,

12223 Golubac, Republic of Serbia

(Contracting Authority)

AND

<*Title>*

*<Address of the contractor>*

*<Official registration number/VAT number[[1]](#footnote-2)>*

(Contractor)

**Article 1: Subject of the contract**

The subject of the contract is the Supervision of Construction of municipal road Miljevic-Baric-Vojilovo service as indicated in the contractor’s offer – ‘’Part B: Format of offer to be provided by the tenderer’’

**Article 2: Contract value**

The total contract value for implementation of services indicated in the Article 1 is: <XXX EUR/RSD,.

The contract shall be exempt from all duties and taxes, including VAT.

**Article 3: Contracting documents**

The documents which form the part of this contract are (by the order of precedence):

* Contract agreement
* Contractor’s offer as provided in the tendering phase – ‘’Part B: Format of offer to be provided by the tenderer’’
* Contractor’s financial offer –“ Part C:Format of financial offer”
* Any other supporting documentation if applicable

For any issues not defined in this contract agreement the rules of General conditions will be applied (Annex B8dof PRAGb8d\_annexigc\_en.pdf)

<http://ec.europa.eu/europeaid/prag/previousVersions/annex.do?num=2015.0&lang=en>

**Article 4: Deliveries and payments**

The contractor will deliver without reservation the services indicated in the contractor’s offer ‘’Part B: Format of offer to be provided by the tenderer’’. The deliveries will be implemented within the indicated dates.

The contracting authority will pay to the contractor for the services in the amount indicated in the Article 2 of this contract document.

In case the contract is concluded in EUR, and payments are made in RSD, applicable exchange rate must be InforEuro exchange rate for the month of the issuing of invoice or pre-invoice in case of VAT exemption.

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| **Day/Month** |  | **<EUR/RSD>** |
| 3 | Interim payment | <50 % of the contract value / Absolute amount > |
| 7 | Balance final payment | <50 % of the contract value / Absolute amount > |
|  | **Total** | <Total contract value> |

The contractor will provide contracting authority with the brief report on execution of the services, which will represent the basis for issuing interim and balance final payment

**Article 5: Duration of the contract**

The duration of the contract is 7 Months.

Commencement date is date of signature of the contract by both parties.

**Article 6: Resolving of disputes**

Any disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Serbian competent court in accordance with the national legislation of the state of the Contracting Authority.

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| **For the Contractor** | | **For the Contracting Authority** | |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

1. Where applicable. For individuals, mention their ID card or passport or equivalent document - number [↑](#footnote-ref-2)