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

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| **Name and address of the contracting authority:** Municipality of Brosteni  **Title of the tender:** Consulting services in investment management and administration of the contract execution  **Reference number:** RORS26-Municipality of Brosteni-TD07  **Date of launching:** 07/12/2018 |

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

Subject of the contract:

The subject of this tender is:

- Implementation of services (Consulting services in investment management and administration of the contract execution) as indicated in the technical information in the point 2 of this information;

Deadline for submission of the tenders:

The deadline for submission of tenders is **17/12/2018 at 10:00 hours**. Any tender received after this deadline will be automatically rejected.

\* - The tenderer should have minimum 7 days from the date of launching of the procurement procedure for preparation of the offer (excluding the day of publishing and the date of submission deadline).

Financial information

The tenderers are reminded that the maximum available value of the contract is **16.333,70 EUR** (For Romanian partners including VAT).

The Financial offer must be presented as an amount in EUR 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: 50 points
* Proposed inputs: 30 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\*only for Romanian beneficiaries(only if not publicly available for Contracting Authority to consult)
* Certificate issued by the National Trade Register Office in original or legalized copy of which shows the current address and objects of activity of the company.
* CV for proposed key expert

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

* Name and address of the tenderer
* Title of the tender: Consulting services in investment management and administration of the contract execution
* Reference number: RORS26-Municipality of Brosteni-TD07
* The words: “Not to be opened before the tender opening session” (and ”A nu se deschide inainte de sesiunea de deschidere”)

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 Brosteni,**

**Brosteni Village, Broșteni Commune, Mehedinți County, Romania**

**Contact person: Cațan Gheorghe Florin-Legal Adviser; Tel: 0726201313**

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.

The present contract aims to ensure Consulting services in investment management and administration of the contract execution of the investment “Building a Tourism Center for Cultural and Sport Activities – Lupsa de Jos village, Brosteni Commune”:

* 1. **Activity 1: Consulting services in investment management and administration of the contract execution**

**Description of expected outputs / results to be achieved**

**a.** Timely elaboration of all the documents necessary for a good follow-up of the execution that is in its charge in terms of technical quality control in construction and compliance with the execution technologies;

- overseeing the contractor's site and laboratory investments and reporting inconsistencies with the execution project;

- full participation in the sampling of materials, testing and checking by testing laboratories, certification of results and, where appropriate, the timely provision of the necessary measures to ensure the quality of the materials and the commissioning;

- control and recapitulation of the quantities of works executed monthly in each article, of the works contract, as well as the updating of the cumulative values;

- Monthly comparison, on the basis of the documents, of the actual physical progress, approved, against the planned one, for each activity;

- verification of the monthly payment situations of the contractor;

- participation in the negotiation of offers for additional activities or quantities and preparation of negotiation documents;

- mobilizing the contractor on the site;

- the program of works based on the proposed resources, presented in a concise format but highlighting the program for the various categories of works;

- operational details of the quality assurance plan and procedures;

- comparing the volume of works done with the ones presented in the tender and discussing together with the contractor the measures to prevent any overrun;

- any other activities related to the approval and review of working methods and management procedures.

**b. Consultancy services for the supervision of works**

The Consultant will work with the site engineer for the entire duration of the works to fulfil the following responsibilities:

- establishing the format and content of a system for the preparation of monthly reports drawn up by the consultant for the attention of the contracting authority;

- tracking of the construction in accordance with the provisions of the contract, the draft, the specifications and the technical regulations in force;

- inspection of works to ensure compliance with performance specifications and execution details;

- the interdiction of the use of unauthorized workers for trades to which technical regulations have provisions in this respect;

- participation in the verification in decisive phases

- prohibiting the use of new technology not technically assembled;

- control of embedded materials in works;

- accurate records of the materials supplied at the site and their use in the execution of the works;

- tracking the technical execution of the works throughout their execution, accepting only the corresponding works from a qualitative point of view;

- transmitting to the designer and the contracting authority the own notifications or the participants in the realization of the construction regarding the non-conformities found during the execution;

- convening the contracting authority, the contractor and the designer whenever he / she finds it necessary to solve the inconsistencies during the execution of the works;

- considering, together with the contracting authority, the state of execution of the works, the fulfilment of the conditions for commissioning and the establishment of the program for solving the discussed problems;

-information of the contracting authority on the existing or potential problems that may arise in connection with the execution contract and the recommendation of possible solutions;

- verification of the observance of the execution technologies, their correct application in order to ensure the required quality level stipulated in the technical documentation, in the contract and in the technical norms in force;

- verification of compliance with the legal provisions regarding the requirements established by the Law no. 10/1995 regarding the quality in construction, in the case of modifications of the documentation or the adoption of new solutions that change the initial conditions;

- permanently monitors the physical and execution graph. If the works are not carried out at the established pace and significant delays occur, the consultant is responsible for timely notification of the contractor and appropriate information to the contracting authority together with proposals for measures to correct the situation in which find work.

The consultant will participate in all meetings organized by the contractor on site, representatives of the State Inspection in Construction and those of the designer of the paper. These meetings are organized to carry out the inspection of the works executed in the specific execution phases established in the technical project, in accordance with the requirements of Law no. 10/1995 on the quality of construction works.

The Consultant has the obligation to supervise the execution of the works permanently and to be able to make updated information at all times available to the representatives of the contracting authority and to provide coherent explanations regarding the current state of construction works and installations executed if necessary with details, and value, current works in progress, as well as the works to be executed and the deadlines agreed with the contractor, including on-site inspections.

c. **Consultancy services for receipts of works**

At the time of reception at the end of works, the consultant checks the existence and content of the maintenance and operation instructions of the works, ensuring that the document specifies the work and responsibilities of the user and respectively the contractor.

The consultant has the obligation to organize and supervise the reception of the works, securing the secretariat and drafting the reception documents.

**d.** **Reports**

The Consultant will submit the following reports and documents:

• Monthly reports - these reports will be drawn up during the execution and will show the progress of the works and the progress achieved compared to the execution chart presented by the contractor in the offer. Monthly periodic reports will be submitted to the purchaser within 10 days of the end of each period.

The consultant will provide the beneficiary with regular reports, highlighting the achievements of the previous period and forecasts for the activities to be carried out in the next period.

Monthly reports will include:

• General information on the progress of the investment in terms of operation, quality, cost;

• Elements that highlight the progress to date as compared to the execution schedule, the actual or expected deviations, specifying the measures that were taken;

• information about the consultant's activity during the reporting period;

• photographic aspects of the execution phases.

     In addition, there will be recommendations, actions proposed / taken within the consultant's competence to reduce or eliminate various causes that would lead to non-fulfilment of the objectives, including an analysis of the risks identified during the execution of the works. The form of these reports will be pre-proposed by the consultant and approved by the contracting authority.

• Final report that will show all services performed on the basis of the service contract.

The main documents / deliverable / reports to be drafted and submitted by the Provider will be handed in both editable electronic format and printed format.

**e.** **Facilities assured by the consultant**

Throughout the duration of the contract, the consultant will be responsible for carrying out the business normally in the performance of his contractual obligations and will ensure:

- accommodation and transport of own staff;

- on-site offices for their own staff with the provision of office equipment (including IT) and necessary materials (consumables etc.);

- covering all the costs of drafting, reproducing, printing and translating documents and reports

- covering all costs for service communications (telephones, internet access, fax, etc.)

- covering all costs for organizing monthly site analysis sessions

- site protection equipment for the team as required and in accordance with legal requirements.

**f. Reception**

Reception is made at the beneficiary's headquarters, where a final reception report will be concluded as required by the contract. If the services provided by the winning company do not coincide in terms of price or performance with the offer, the contracting authority reserves the right to cancel the auction result, including the purchase contract, and to claim compensatory damages.

**Required inputs**

Key expert: economist

* University degree in economics
* General professional experience – at least 2 years of working experience

Key expert: construction engineer

* University degree in construction
* General professional experience – at least 2 years of working experience

**Required time frame**

5 months in the period of December 2018 – May 2019

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:** Consulting services in investment management and administration of the contract execution

**REF:** RORS26-Municipality of Brosteni-TD07

**Concluded between:**

Municipality of Brosteni

Brosteni Village, Broșteni Commune, Mehedinți County, Romania

(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 services 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/RON, (including VAT for Romania partners)>.

In accordance with IPA implementing regulation, for Romanian partners VAT can be an eligible expenditure. The Contracting Authority will pay the unit prices, as stated in the Financial Offer, and will pay the VAT if the VAT is clearly identified on the invoices.

**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 (\* - in case of asking for registration of company or other information)

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 NC, applicable exchange rate must be InforEuro exchange rate for the month of the issuing of invoice or pre-invoice in case of VAT exemption.

The payments will be issued by the following time schedule.

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| **Month** |  | **<EUR/RON>** |
| < Month 5 > | Balance final payment | <100 % of the contract value > |
|  | **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 5 months.

Commencement date is date of contract signing 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 Drobeta Turnu Severin Courtin 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: | Borugă Alexandru |
| Title: |  | Title: |  |
| Signature: |  | Signature: |  |
| Date: |  | Date: | Cațan Gheorghe-Florin |
|  |  | Name: | Legal adviser |
|  |  | Title: |  |
|  |  | Signature: |  |
|  |  | Date: |  |

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