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

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| **Name and address of the contracting authority:** Municipality of Kladovo, Kralja Aleksandra 35, 19320 Kladovo, Republic of Serbia  **Title of the tender:** Construction supervision  **Reference number:** RORS-309/T03  **Date of launching: 24**.03.2020 |

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 this information related to implementation of procurement procedures according to PraG;

Deadline for submission of the tenders:

The deadline for submission of tenders is **April 07th 2020, 12:00 hours (local time)**. Any tender received after this deadline will be automatically rejected.

The Contracting Authority is obliged to provide answer to all questions received no latter then 3 days before the deadline and has to publish them on the same web sites where the tender was published.

Financial information

The tenderers are reminded that the maximum available value of the contract is 7.500,00 EUR or 881.704.50 RSD.

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

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: 60 points
* Proposed inputs: 20 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.

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 document
* CV for each Key expert
* Diplomas, certificates, licences and proofs for Key experts

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

* Name and address of the tenderer
* Title of the tender: Construction supervision
* Reference number: RORS-309/T03
* 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 Kladovo**

**Kralja Aleksandra 35, 19320 Kladovo, Republic of Serbia**

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. **Construction supervision**

The Contractor shall ensure all supervision services and exercise all reasonable care to protect the interests of the Contracting Authority and advise the Contracting Authority on all necessary measures to overcome dispute situation and meet the works contract objectives.

To fulfil such requirements, the Contractor shall establish organizational structure during the construction supervision services in accordance with all requirements for quality control, control of quantities, supervision on the work progress, analysis of expenses and full implementation of environmental criteria as well as working on technical and administrative questions during the construction and Defects Liability Period (DLP).

In the course of the performance of its services, the Contractor will ensure that required safety measures are applied at all stages, in line with local legislation and international standards. Similarly, the Contractor will ascertain that all environmental protection aspects are considered, and in particular that the mitigation measures recommended in the EIA are effectively implemented.

The Contractor shall act as a Supervisor, in compliance with the PRAG contract, as well as with all requirements laid down by the Serbian laws.

The Contractor shall liaise with the Contracting Authority institution for the purpose of maintaining regular contacts, consultations and flow/exchange of information and keep them fully informed on all matters relating to the status of the works contract and in particular any issues with possible cost or progress implications.

The Contractor is invited to make a clear proposal in the offer on identification of key activities, organisation of the work and distribution of resources to allow timely and efficient achievement of projects' results.

The service will be contracted for a 12 months period of project implementation, as a part time job (20% working time) and the offer is to be made for lump sum for the complete service of technical support.

Contractor’s services related to Works contract must cover the following main project periods:

* Pre-construction period
* Construction period

### Activities during Pre-Construction period

* Recruitment of staff and logistics organization (other than proposed Key expert);
* Establishment of due procedures for proper works supervision including preparation of a Manual of Supervision Procedures. The Manual shall include the provisions of the actual Serbian legislation in connection with design and quality in construction. The Manual shall include as a minimum:

- Review the works Contractor’s safety procedures

- Review the works Contractor’s QA systems

- Review the works Contractor’s documents

- Review the works Contractor’s claims

- Review the works Contractor’s method statements, inspection plans and procedures

- Checking the equipment/ materials brought to site

- Review the construction contractors proposed changes and non-conformities to the contract

- Reporting on construction contractors progress

- Records of site meetings

- Records of site photographs of construction

- Review of construction contractors testing schedules for tests on completion and procedures to ensure validity of construction contractors process designs

- Provisional Acceptance certificate

- Regular inspections/ tests to be done throughout the Defects Liability Period

- Final Acceptance Certificate;

* Ensure that the communication and reporting mechanism with the Contracting Authority (CA) is set up, fully functioning and efficient for the duration of the project;
* Checking the validity period and approvals of relevant Works Contractor’s insurance policies, guarantees, certificates and other relevant documents under liability of the Works Contractor;
* Checking and confirming that all required approvals and permits are obtained in time, before commencement of respective works.

### Activities during Construction period

- Continuous monitoring of works regarding the use of conservation and restoration methods, materials and other interventions on the cultural property;

- control and verification of construction documentation (construction logbook and construction book)

- control and verification of financial documents (temporary and final situation)

- interpretation of all interventions on the cultural property at the request of the contractor

- submission of project realization reports.

#### **Contract administration and management**

The Contractor shall carry out contract administration and management duties throughout the duration of the assignment to secure smooth and timely implementation, proper supervision in accordance with Technical Documentation and control of the Project. For this propose the Contractor shall establish clear lines of responsibility and procedures for each activity in the construction period.

For the implementation of the works, the Contractor shall supervise the procedures and the results of measurement of the site of the works to be carried out by the works contractor.

The Contractor shall analyse and monitor contractual programmes submitted by the works contractor and give instructions to the Works Contractor to take appropriate measures to fulfil works contractor’s tasks. The Contractor shall review Works Contractor’s programmes on a regular basis throughout the project.

The Contractor shall ensure that works will not commence before all required approvals, construction and excavation permits and permits for closing of public areas and road are obtained.

The Contractor shall ensure that all conditions of contract are strictly adhered to and that Works Contractor fulfils his contractual obligations. All instructions to the Works Contractor shall be clearly documented by the Contractor.

The Contractor shall ensure that all safety risks during construction and commissioning of the works are assessed in advance and risk mitigation measures introduced prior to commencement of the relevant activities.

Monitoring of the financial resources and immediately advise the Contracting Authority of any potential cost savings, and also if he considers that the construction costs are likely to exceed the available budget;

Interim payment certificates - check the Works Contractor’s measurement and calculations of quantities of works completed and statement. Based on this the Contractor will certify, after correction if necessary, the Works Contractor’s Interim Payment Certificate so that it can be delivered to the Contracting Authority in a format agreed with him, within the period stipulated in the works contract;

Unscheduled works items - For any unscheduled items of works that may arise, the Contractor shall negotiate the costs with the Works Contractor and make recommendations to the Contracting Authority;

The Contractor shall be in continuous contact with the Works Contractor to identify and resolve any potential problems in a proactive manner. The Contractor shall hold weekly site meetings and monthly progress meetings with the Works Contractor and other stakeholders.

The Contractor shall seek the Contracting Authority agreement prior to any instruction to the Works Contractor, which could increase the cost and the time extension of the project.

All potential delays and other problems shall be identified with corresponding actions agreed in order to assist the Contractor to avoid overall delay. The Contracting Authority shall be kept informed of the progress of works by providing detailed minutes of meetings. The Contractor shall prepare all reports.

The Contractor shall assist the Contracting Authority in administrative duties, including financial planning and preparation of cash flow forecasts for the works contract on monthly basis.

The Contractor shall carry out any other task related to the works as may be requested by the Contracting Authority

#### **Ensuring adherence to international standards**

The Contractor shall ensure that works are implemented to a high standard in accordance with the PRAG conditions as well as in line with the Serbian legislation.

#### **Design review**

The Contractor shall review the existing design, Bills of Quantities and technical specifications, review and approve Design for execution prepared by the Works Contractor.

#### **Site Supervision**

The Contractor shall carry out day-to-day supervision of construction works in accordance with the Works Contracts and according to the Construction and Planning Law, Site Procedures Manual and Supervisor’s Quality Assurance Manual. The main objective of the supervision is to facilitate achievement of the highest possible standard of construction works within the contract time.

The Contractor shall advise the Contracting Authority of any appropriate measures that may be taken to avoid and rectify any deficiencies and improve the cost effectiveness of the project.

* The Contractor shall maintain and update regularly with the Works Contractor the site diary and other relevant documents in English and in Serbian, as required by the Law on Planning and Construction of the Republic of Serbia.
* Approval of Works Contractor’s performance programme (time table) - The Contractor shall approve the Works Contractor’s programme, particularly the mobilization of plant and equipment on site, and the deployment of specialized trades and of sub-contractors;
* Control of all contractual documentation available (insurances, guarantees, permits, etc);
* Surveys, site investigations and setting out of the works - check and approve all of the contractor’s surveys, investigations and setting out of the works;
* Smooth project implementation system in place including quality assurance system;
* All risks in terms of potential quality problems, delays or budget overruns shall be timely identified and professionally managed;
* All the works to be constructed by the Contractor shall be in strict compliance with respective Works Contract financed by the European Union, within contract time and budget.
* Supervision of works carried out, all relevant documentation completed in accordance with the Works contract and in line with relevant Serbian legislation;
* Monitor progress of the works
* Advise on any claims or contractual problems arising during the works, indicate potential delays and prevent the claims whenever possible;
* Provisional acceptance certificate - The Contractor shall prior to the provisional acceptance, carry out joint final site inspections and surveys and agree a snagging list with the Contracting Authority. When it is agreed that the snags are such that the works are substantially complete, and after receiving the work contractor’s request for such certificate, the Contractor shall prepare and submit to the Works Contractor in coordination with the Contracting Authority, the provisional acceptance certificate;
* All required technical and administrative reports to the Contracting Authority prepared in time.

#### **Quality controls**

The Contractor shall supervise quality controls:

* The Contractor shall ensure that the quality of materials and the end product is to the high standard of quality. All testing shall be carried out in accordance with the valid RS standards, works technical specifications, specified procedures and at the specified intervals;
* The Contractor may propose amendments to the design and specifications for the Contracting Authority’s approval, if such alterations are considered to be benefit to the quality and economy of the Project;
* Issue any variation order regarding the quantities of the works, if fully justified by the site situation, in consultation with the Contracting Authority;
* The Contractor shall instruct the works contractor to substitute and make good any part of the works, if levels, dimensions, materials or workmanship do not conform to the requirements and specifications;
* The Contractor shall measure and keep accurate records of permanent works executed by the works Contractor. The works shall be measured on site in accordance with the Contract and as presented on the contract drawings.
* The Contractor shall ensure that the Works Contractor’s payment requests for work executed are accurate, fair and reasonable representations of the value of the work.
* The Contractor shall prepare interim certificates for interim payments, and certify completion of parts or the totality of the works. The Contractor shall ensure that the Contracting Authority is at all times informed of all matters relating to payments, cash flow or any other impacts on budgetary provisions;
* To avoid any delays in payments the Contractor shall ensure high quality of all payment documents;
* The Contractor shall carefully monitor all levels, lines and other parameters affecting the work, so as to ensure that the works are constructed to fulfil requirements of the Contracting Authority;
* Accurate records shall be taken throughout the duration of the contract in order to reach agreement on the Contractor’s final account;
* The Contractor shall conduct regular site inspections to check the quality of the workmanship and materials in accordance with the Contract and good engineering practice.
* Organize an archiving system (digital and on paper) in order to survey the progress of works. All the documents and communications related to the programme shall be archived and the archiving system shall be maintained in full compliance both with the requirements of the financing institutions and with the requirements of the Serbian law.
* The Contractor shall obtain the specific approval of the Contracting Authority before taking action for which under Works Contract approval is required to be obtained.

#### **Other activities**

The Contractor shall carry out all other activities needed for the smooth implementation of the Project.

### Visibility activities

In addition to above activities, the Contractor must also perform activities defined in the latest Communication and Visibility Manual for EU External Action available at:

<https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions_en>.

The compliance with this shall be made an output of the contract and the Contractor shall include in its reporting what have been accomplished.

### Final outputs

The required final outputs of this contract on works supervision should be as follows:

* Provisional and Final Acceptance Certificate of the Works Contract including the approval obtained from the Judicial Academy and the final site report signed by all concerned parties (Works Contractor, Judicial Academy and Supervisor);
* All contractual paperwork in place in time (insurances, guarantees, permits etc.);
* Smooth projects implementation system in place and implemented, including quality assurance system. Supervisor shall draft the Supervision Procedures Manual, where supervision team members have assigned responsibilities, which will be adopted by the Contracting Authority.
* All risks in terms of potential quality problems, delays or budget overruns timely identified and professionally managed;
* All the works implemented by the works Contractor in strict compliance with respective works contract, within contract time and budget lines. Supervision of works carried out, all relevant documentation completed in accordance with the works contracts and relevant law;
* Works handed-over and permissions for utilization obtained under the statutory procedures and within the specified periods;
* All required technical and administrative reports prepared in time

**Required inputs**

1. Financial criteria: the average annual turnover for the last three years of the tenderer shall be at least as the maximum offer value of this tender
2. Technical criteria: the tenderer shall have at least 2 staff members employed
3. Specific profesional criteria: The Tenderer should have at least 1 contract on supervision for the period 2017-2019, for projects which worth was at least € 150,000 in the period 2017-2019.

• **Key expert 1: Civil Engineer**

Qualifications and skills:

• University degree in Architecture/Civil Engineering (acquired on a completion of at least five (5) years of academic studies in an university institution);

• Possession of license for responsible designer and/or for responsible construction engineer in accordance with Serbian Law on Planning and Construction with licences 410

• Computer skills – Windows, Office and Internet;

• Serbian and English language fluency.

General professional experience:

• Minimum ten (5) years of general post-graduate professional experience in civil engineering/designing and/or supervision of civil structures.

Specific professional experience:

Experience in supervising and coordinating all architectual aspects of works contract, in at least one (1) project of similar size and complexity in last five (5) years.

The Expert should demonstrate knowledge of strict procedures through experience in executing supervision service of at least 1 contract funded by foreign donor programmes worth of at least 500.000 Euros.

**Key expert 2: Architect**

Qualifications and skills:

• University degree in Archictecture;

• Possession of license 400 and 300 in accordance with Serbian Law on Planning and Construction

• Computer skills – Windows, Office and Internet;

• Serbian and English language fluency.

General professional experience:

• Minimum eight (3) years of general post-graduate professional experience in the field of architecture.

Specific professional experience:

• Experience in supervising and coordinating all architecture aspects of works contract, in at least one (1) project of similar size and complexity in last five (5) years.

**Key expert 3: Archeologist**

Qualifications and skills:

• University degree in Archeology;

• Passed professional exam in the field of protection of immovable cultural property

• Computer skills – Windows, Office and Internet;

• Serbian and English language fluency.

General professional experience:

• Minimum five (5) years of general post-graduate professional experience

Specific professional experience:

• Experience in supervising and coordinating all technical aspects in the field of protection of immovable cultural property, in at least one (1) project of similar size and complexity in last five (5) years.

All experts must be independent and free from conflicts of interest in the responsibilities they take on.

CV for each Key expert shall be provided in proposed form

**Required time frame**

10th April 2020- 10th June 2021

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:** Construction supervision

**REF:** RORS-309-T03

**Concluded between:**

Municipality of Kladovo

Kralja Aleksandra 35, 19320 Kladovo

Republic of Serbia

(Contracting Authority)

AND

<*Title>*

*<Address of the contractor>*

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

(Contractor)

**Article 1: Subject of the contract**

The subject of the contract is the service related to construction supervision activities according to PraG 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”
* List of similar contracts

For any issues not defined in this contract agreement the rules of General conditions will be applied

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| B8d | Draft contract : General conditions (Annex I) | [b8d\_annexigc\_en.pdf [http://ec.europa.eu/europeaid/prag/images/documents/f_pdf_16.gif](http://ec.europa.eu/europeaid/prag/annexes.do?annexName=B8d&lang=en)](http://ec.europa.eu/europeaid/prag/annexes.do?annexName=B8d&lang=en) |

<http://ec.europa.eu/europeaid/prag/document.do?isAnnexes=true>

**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.

The payments will be issued by the following time schedule.

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| **Month** |  | **RSD** |
| 2nd Month | Interim payment | 30 % of the contract value |
| 6th Month | Interim payment | 50 % of the contract value |
| 14th Month | Balance final payment | 20 % 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 14 months.

Commencement date is 10.04.2020.

**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 Law of the Republic of Serbia 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: | Saša Nikolić |
| Title: |  | Title: | President of Municipality |
| Signature: |  | Signature: |  |
| Date: |  | Date: |  |

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