**Request for Proposals**

**Selection of Consultants**

**Procurement of services related to:**

**PREPARATION OF THE MAIN DESIGN WITH A CONCEPTUAL DESIGN FOR RECONSTRUCTION AND UPGRADING OF:**

**Lot 1: THE “POLETARAC” KINDERGARTEN IN ZABJELO, PODGORICA**

**and**

**Lot 2: THE “KOTOR” EDUCATIONAL UNIT, WHICH IS A PART OF THE PUBLIC PRESCHOOL INSTITUTION “RADOST”**

Invitation to Tender No.09/1-03-426/24-2209/1

Issued on: 7th August 2024

**Project:** Montenegro Education Project

**Contract Title:** Preparation of the main design with a conceptual design for reconstruction and upgrading of: the “Poletarac” kindergarten in Zabjelo, Podgorica and the “Kotor” educational unit, which is a part of the public preschool institution “Radost”

**Client:** Ministry of Education, Science, and Innovation

**Country:** Montenegro

Contents

[Section 1. Instructions to Consultants 4](#_Toc162963141)

[1. Introduction 4](#_Toc162963142)

[2. Preparation of Proposals 6](#_Toc162963143)

[3. Submission, Receipt, and Opening of Proposals 8](#_Toc162963144)

[4. Proposal evaluation 9](#_Toc162963145)

[5. Negotiations 10](#_Toc162963146)

[6. Award of Contract 11](#_Toc162963147)

[Section 2. Data Sheet 13](#_Toc162963148)

[Section 3 Evaluation Criteria 21](#_Toc162963149)

[1. Eligibility and Qualification Criteria 22](#_Toc162963150)

[1. Evaluation of the Technical Proposal 25](#_Toc162963151)

[Section 4 - Proposal Forms 30](#_Toc162963152)

[1.Proposal Submission Letter 31](#_Toc162963153)

[2.Power of Attorney 34](#_Toc162963154)

[3. Form ELI – 1.1 35](#_Toc162963155)

[4. Form ELI – 1.2 36](#_Toc162963156)

[5. Form CON – 1 37](#_Toc162963157)

[6. Form FIN – 3.1 39](#_Toc162963158)

[7. Form FIN – 3.2 41](#_Toc162963159)

[8. Form EXP – 4.2(a) 42](#_Toc162963160)

[9. Form EXP – 4.2(a) (cont.) 44](#_Toc162963161)

[4.2 Technical Proposal - Standard Forms 45](#_Toc162963162)

[10. Form TECH – 1 46](#_Toc162963163)

[11. Form TECH – 2 47](#_Toc162963164)

[12. Form TECH -3 47](#_Toc162963165)

[13. Form TECH -4 48](#_Toc162963166)

[14. Form TECH -5 51](#_Toc162963167)

[15. Form TECH-6 COVENANTS 52](#_Toc162963168)

[16. Form: Authority to seek information. 59](#_Toc162963169)

[4.3 Financial Proposal - Standard Forms 60](#_Toc162963170)

[17. Form 4.3 A 61](#_Toc162963171)

[18. Form 4.3 B 63](#_Toc162963172)

[Section 5. Terms of Reference 67](#_Toc162963173)

[Section 6. Contract Form 128](#_Toc162963258)

[I. Form of Contract 130](#_Toc162963259)

[I. General Conditions of Contract 133](#_Toc162963260)

[A. General Provisions 133](#_Toc162963261)

[B. Commencement, Completion, Modification and Termination of Contract 136](#_Toc162963262)

[C. Obligations of the Consultant 140](#_Toc162963263)

[D. Consultant’s Experts and Sub-Consultants 145](#_Toc162963264)

[E. Obligations of the Client 145](#_Toc162963265)

[F. Payments to the Consultant 147](#_Toc162963266)

[G. Fairness and Good Faith 149](#_Toc162963267)

[H. Settlement of Disputes 149](#_Toc162963268)

[II. Special Conditions of Contract 153](#_Toc162963269)

[III. Appendices to the Contract 158](#_Toc162963270)

[Appendix E - Form of Advance Payments Guarantee 159](#_Toc162963271)

[Appendix F - Code of Conduct 161](#_Toc162963272)

# 

# Section 1. Instructions to Consultants

1. Introduction

1.1 In connection with the Request for Proposals (RFP), specified **in the Data Sheet,** the Client, named in the **Data Sheet,** issues this Proposal document to Consultants interested to bid for the Services described in Section 5, Terms of Reference. The Client will select a Consultant in accordance with the method of selection specified in the **Data Sheet** and detailed in the EIB Guide to Procurement for projects financed by the EIB Guide to Procurement, accessible at:

<https://www.eib.org/en/publications/guide-to-procurement.htm>.

1.2 The Promoter or Recipient (hereinafter called “Promoter”) **specified in the DS** has applied for or received financing (hereinafter called “funds”) from the **European Investment Bank** (hereinafter called “the Bank”), **Western Balkans Investment Framework (WBIF)** in an amount **specified in the Data Sheet,** toward the project named **in the DS.** The national contribution is also an additional source of funding. The Promoter intends to apply a portion of the funds to eligible payments under the contract for which this Proposal document is issued.

1.3 Payment by the Bank will be made only at the request of the Promoter and upon approval by the Bank in accordance with the terms and conditions of the Loan Agreement. The Loan Agreement prohibits a withdrawal from the Loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by the EU[[1]](#footnote-1), either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of Article 41 of the UN Charter.

In addition, individuals or firms may not be eligible to bid in application of section 1.4 on Ethical Conduct of the Guide to Procurement for projects financed by the EIB.

1.4 The Bank requires compliance with the EIB’s Anti-Fraud Policy, EIB Exclusion Policy[[2]](#footnote-2) and its prevailing sanctions policies and procedures as set forth in the policy on preventing and deterring prohibited conduct in European Investment Bank activities.

In further pursuance of this policy, Consultants shall grant the Promoter, the European Investment Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right to inspect and copy their books and records and those of all their sub-contractors under the Contract. Consultants shall accept to preserve these books and records generally in accordance with applicable law but in any case, for at least six years from the date of proposal submission and in the event they are awarded the Contract, at least six years from the date of substantial performance of the Contract.

1.5 It should be noted that, in the Covenant of Integrity, the Consultant is requested to self-declare all sanctions and/or exclusions (including any similar decisions having the effect of imposing conditions on the Consultant or its subsidiaries or to exclude the said Consultant or its subsidiaries, such as temporary suspension, conditional non-exclusion, etc.) imposed by the European institutions or any multilateral development banks, regardless of the date of issue and the expiration or not of such decisions and of the current status of any sanction and/or exclusion. In this regard, any omission or misrepresentation, made knowingly or recklessly, may be considered as fraud under the EIB’s Anti-Fraud Policy. Therefore, the Promoter reserves the right to reject any offer presenting an inaccurate or incomplete Covenant of Integrity and may cause the rejection of the offer for prohibited conduct.

1.6 A Consultant may be a firm, originating from all countries of the world are eligible to tender for works, goods and services contracts. Firm that is a private entity, a state-owned enterprise or institution, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a JV, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. Unless specified **in the Data Sheet**, there is no limit on the number of members in a JV.

1.7 A Consultant shall not have a conflict of interest as per section 1.5 of EIB GDP (<https://www.eib.org/en/publications/guide-to-procurement.htm>).

The concept of conflict of interest covers any situation where staff members (or consultants acting on behalf) of the Promoter who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure or contract execution.

1.8 Firms and individuals may be ineligible if so indicated in ITC 1.5 and 1.6 and pursuant to its Sanction Policy, the Bank shall not provide finance, directly or indirectly, to or for the benefit of an individual or entity that is subject to financial sanctions imposed by the EU[[3]](#footnote-3), either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of Article 41 of the UN Charter.

1.9 Government officials and civil servants of the Promoter’s country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant’s Proposal.

1.10 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

1.11 At any time before the proposal submission deadline, the Promoter may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be published on the Promoter's website and will be binding on the Consultant. If the amendment is substantial, the Promoter may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

The Client may cancel the tender process at any time and is neither bound to accept any Proposal that he may receive nor to invite the Consultants for the contract subject of this tender process, without incurring any liability to the Consultants.

2. Preparation of Proposals

2.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Promoter shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

2.2 The Promoter will timely provide, at no cost to the Consultants, the inputs, relevant project data and reports required for the preparation of the Consultant’s Proposal as specified **in the Data Sheet.**

2.3 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged by the Consultant and the Promoter, shall be written in the language specified in the **Data Sheet.** Supporting documents and printed literature that are part of the Proposal may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the language specified **in the Data Sheet**, in which case, for purposes of interpretation of the Proposal, the translation shall govern.

2.4 The Proposal shall comprise one envelope per Lot which includes two inner separate envelopes as follows:

**If the Consultants wish to compete for both Lots, they must submit separate bids for each Lot.**

**Proposal Submission Letter**;

**Authorization**: written confirmation authorizing the signatory of the Proposal to commit the Consultant;

**Qualifications**: documentary evidence establishing the Consultant’s qualifications to perform the Contract if its Proposal is accepted.

**Consultant’s Eligibility**: documentary evidence establishing the Consultant’s eligibility to tender;

**Technical Proposal** - 1st Inner Envelope;

**Financial Proposal** – 2nd Inner Envelope;

any other document required as specified **in the Data Sheet.**

2.5 To establish its eligibility in accordance with ITC 2.4, the Consultant shall complete the eligibility declarations in the Proposal Submission Letter, Consultant Information Form (ELI 1.1) and Consultant’s JV Information Form (ELI 1.2), included in Section 4, Proposal Forms. Evaluation of the compliance with the eligibility criteria will be as specified **in the Data Sheet**

2.6 To establish its qualifications to perform the contract(s) in accordance with Section 3 Evaluation Criteria/ Eligibility and Qualification, the Consultant shall complete the Forms included in Section 4, Proposal Forms. Evaluation of the compliance with the qualification criteria will be as specified **in the Data Sheet**

2.7 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Proposal.

The Consultant may not subcontract the whole of the Services.

2.8 Proposal shall remain valid until the date specified **in the Data Sheet** or any extended date if amended by the Promoter. During this period, the consultant is expected to keep available the professional staff proposed for the assignment.

2.9 The Promoter will make its best effort to complete the evaluation and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the Promoter may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals’ validity. The Consultants have the right not to extend the validity of their proposal but his proposal shall no longer be considered for further evaluation and award.

2.10 If Consultant considers that it may enhance its expertise for the assignment by associating with individual consultant(s) and/or other consultants or entities in the form of a Joint Venture or as Sub-consultants, it may do so, if permitted **in the Data Sheet.**

2.11 The Consultant may request a clarification of any part of the RFP during the period indicated **in the Data Sheet** before the Proposals’ submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Promoter’s address indicated **in the Data Sheet.** The Promoter will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants.

**Technical Proposal**

2.12 While preparing **the Technical Proposal** Consultant must give particular attention to the following:

1. The Technical Proposal shall be prepared using the Standard Forms provided in Section 4 – Proposal Forms, of the RFP. The Consultant is required to submit a Full Technical Proposal (FTP) which shall comprise the documents listed **in the** **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
2. The Consultant shall not propose alternative professional staff. Only one CV shall be submitted for each professional staff position. Failure to comply with this requirement will make the Proposal non-responsive.
3. The estimated Key experts’ time input shall not be disclosed.

**Financial Proposal**

2.13 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 – Proposal Forms, of the RFP. The Consultant is required to submit a Financial Proposal which shall comprise the documents listed **in the** **Data Sheet.**

2.14. The Consultant and its Sub-consultants and Staff are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client’s country is provided in the **Data Sheet**.

2.15 The Financial Proposal should estimate, as a separate amount, the local taxes, duties, fees, levies, and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel, unless **the Data Sheet** specifies otherwise.

2.16 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**.

2.17 Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given **in the Data** **Sheet**, and the Financial Proposal shall not exceed this budget.

3. Submission, Receipt, and Opening of Proposals

* 1. The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 2.4.
  2. The Technical and Financial Proposals must be delivered at the submission address indicated in the **Data Sheet** on or before the time and date stated in the **Data Sheet**. The Consultant has no option of submitting its Proposal electronically. Any Proposal received after the closing time for submission of proposals shall be declared late and rejected, and promptly returned unopened.
  3. An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal. A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative.

* 1. The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated **in the Data Sheet**. If there are discrepancies between the original and the copies, the original shall prevail.
  2. The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked “**Technical Proposal**”, “[Name of the Assignment]“, [reference number], [name and address of the Consultant], and with a warning “**Do Not Open until [insert the date and the time of the Technical Proposal submission deadline]**.”
  3. The original Financial Proposal and its copies shall be placed inside of a separate sealed envelope clearly marked **“Financial Proposal”** “[Name of the Assignment], [reference number], [name and address of the Consultant]”, and with a warning “**Do Not Open before the official financial opening session. (Ne overate prije zvanične sesije finansijskog otvaranja).”**

3.7 The Client shall open all Proposals at the date, time and place specified **in the** **Data Sheet.** The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Consultants’ authorized representatives who choose to attend. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public authority untilall submitted technical proposals are evaluated.

3.8 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal and (iii) any other information deemed appropriate or as indicated in the **Data Sheet**. The Client shall prepare a record of the opening of proposals. A copy of the record shall be distributed to all Consultants.

4. Proposal evaluation

**General**

4.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this provision are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.

4.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including any reviews and issuance by the Bank of a "no objection" letter, is concluded.

4.3 To assist in the evaluation of Proposals, the Client may, at its discretion, ask any Consultant for a clarification (excluding missing documents) of its proposal which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing. Such information, clarification or confirmation shall not substantially change application documents. If a Consultant does not provide clarifications requested by the date and time set in the Client’s request for clarification, its Proposal shall be evaluated based on the information and documents available at the time of evaluation of the Proposal.

**Evaluation of Technical Proposals**

4.4 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet.**

**Public Opening and Evaluation of Financial Proposals**

4.5 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and the TOR or did not meet the minimum qualifying technical score advising them the following:

(i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;

(ii) provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion;

(iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and

(iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

4.6 The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The notification shall provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion. The opening date shall not be sooner than 10 calendar days after the notification date.

4.7 The Financial Proposals shall be opened publicly as indicated in the **Data Sheet** in the presence of the consultants’ representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

4.8 The evaluation committee will determine whether the Financial Proposals are complete. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, excluding VAT, specified in the Financial Proposal (Forms 4.3 A and 4.3 B) shall be considered as the offered price. The Client’s evaluation of the Consultant’s Financial Proposal shall exclude taxes and duties in the Client’s country in accordance with the instructions in the **Data Sheet**.

4.9 In case of **Quality and Cost-Based Selection (QCBS)***,* the lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the **Data Sheet.**

4.10Proposals excluding VAT that exceed the indicated budget will be rejected.

5. Negotiations

5.1 Negotiations will be held at the address indicated in the **Data Sheet** with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

5.2 Negotiations will be held if it becomes necessary to confirm the availability of Key experts. The invited Consultant shall confirm the availability of all Key experts included in the Proposal as a pre-requisite to the negotiations. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

5.3 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

5.4 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Client and the Consultant’s authorized representative.

If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank’s no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

6. Award of Contract

**Standstill Period**

6.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period ten (10) Calendar Days. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, the Standstill Period shall not apply.

**Notification of Intention to Award**

6.2 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

* + 1. the name and address of the Consultant with whom the client successfully negotiated a contract;
    2. the contract price of the successful Proposal;
    3. the names of all Consultants included in the short list, indicating those that submitted Proposals;
    4. where the selection method requires, the price offered by each Consultant as read out and as evaluated;
    5. the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
    6. the final combined scores and the final ranking of the Consultants;
    7. a statement of the reason(s) why the recipient’s Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
    8. the expiry date of the Standstill Period; and
    9. instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

**Notification of Award**

6.3 Upon expiry of the Standstill Period, specified in Paragraph 6.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client’s intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification.

**Contract Award Notice**

6.4 Within ten (10) Calendar Days from the date of notification of award the Contract Award Notice will be published on the OJEU and on the Promoter’s website and shall contain, at a minimum, the following information:

1. name and address of the Client;
2. name and reference number of the contract being awarded, and the selection method used;
3. names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
4. names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;
5. the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope;

**Signing the Contract**

6.5 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in Paragraph 6.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

6.6 The firm is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

**Procurement Related Complaint**

6.7 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

# Section 2. Data Sheet

|  |  |  |
| --- | --- | --- |
| **1. Introduction** | | |
| **ITC Clause**  **Reference** |  | |
| **1.1** | The reference number of the Request for Proposals is:09/1-03-426/24-2209/1  The Client is: **Ministry of Education***,* **Science and Innovation** ofMontenegro  The title of the RFP is:  Preparation of the main design with a conceptual design for reconstruction and upgrading of: the “Poletarac” kindergarten in Zabjelo, Podgorica, and the “Kotor” educational unit, which is a part of the public preschool institution “Radost”  Main purpose of this tender process is procurement of Consultancy services for the Service Contract: "Preparation of main designs for reconstruction of kindergartens in Kotor and Podgorica (Zabjelo)" to be executed under General Conditions for Lump-sum Service contracts.  This contract is divided into two lots:  The Consultant may submit a bid for one Lot only or for both Lots, but only one bid per Lot. Contracts will be awarded lot by Lot and each Lot will form a separate contract.  Lot 1: Preparation of the main design with a conceptual design for reconstruction and upgrading of the “Poletarac” kindergarten in Zabjelo, Podgorica  Contract duration is 19 months out of which 5 months are dedicated to provision of services according to information given in Special Conditions point 14.1  Lot 2: Preparation of the main design with a conceptual design for reconstruction and upgrading of the “Kotor” educational unit, which is a part of the public preschool institution “Radost”  The Contract duration is 18.5 months out of which 4’5 months are dedicated to provision of services according to timeframe given in Special Conditions point 14.1 RFP procedure will be carried out in line with EIB Guide to Procurement for projects financed by the EIB (GtP) Accessible at: <https://www.eib.org/en/publications/guide-to-procurement.htm> | |
| **1.2** | The Promoter is: **Ministry of Education, Science and Innovation of Montenegro**  The name of the Project is: **Montenegro education project (MEP).**  The project is financed by EIB Loan equal to 18.000.000 Euros in accordance with the terms and conditions of the Finance Contract (FINº 89406). Additional funds are provided by National contribution and Western Balkans Investment Framework.  The Consultancy services costs related to the Preparation of main designs for reconstruction of kindergartens in Kotor and Podgorica (Zabjelo) are financed as follows:  **Lot 1: “Poletarac” kindergarten in Zabjelo, Podgorica:**   * EIB Loan – 23.72% * National contribution – 49% * Western Balkans Investment Framework – 27,28%   **Lot 2: “Kotor” educational unit, which is a part of the public preschool institution “Radost”**   * EIB Loan – 24,60% * National contribution – 49% * Western Balkans Investment Framework – 26,40% | |
| **1.6** | Maximum number of partners in the JV shall be: Four (4) | |
| **2. Preparation of Proposals** | | |
| **2.2** | All documents necessary for the preparation of proposal are an integral part of the tender dossier. | |
| **2.3** | This Proposal document has been issued in the English language.  All correspondence exchange shall be in English language.  Language for translation of supporting documents and printed literature is English***.*** | |
| **2.4** | Covenant of Integrity and Environmental and Social Covenant will be included in the Proposal. In case of a JV, both covenants need to be signed by all members of a JV. | |
| **2.5 and 2.6** | The mandatory qualification criteria regarding eligibility and experience will be reviewed and evaluated at the first stage of the evaluation process on a **pass/fail** basis. Only proposals which pass on all the eligibility and qualification criteria shall be considered for the second stage of the technical evaluation which will rate the Key Personnel and the responsiveness to the ToR. | |
| **2.8** | The Proposal validity period shall be 90 calendar days from the Proposal submission deadline date. | |
| **2.10** | Associating with individual consultant(s) and/or other consultants or entities is allowed. | |
| **2.11** | **For Clarification of Proposal purposes only, the Promoter’s address is:**  **Ministry of Education, Science and Innovation**  Attention: Mr. Spasoje Ostojić  Address: Vaka Đurovića b.b.  City: Podgorica  ZIP Code: 81000  Country:Montenegro  Electronic mail address:[***teodora.vukanic@mpni.gov.me***](mailto:teodora.vukanic@mpni.gov.me)  Consultants are expected to submit their Request for Clarification in writing by hand, mail or e-mail, in **English language.**  The Promoter will consolidate all the requests for clarification received from the Consultants and will publish them with answers (in English) if deemed necessary on weekly base (i.e the description of the inquiry but without identifying its source) on the following website: **Ministry of education, science and innovation:** [**https://www.gov.me/mps**](%20https://www.gov.me/en/mps%20)  The Consultants shall have the obligation to regularly check the above website for clarification of the Proposal Documents. Any request for clarification of the Proposal Document shall be clarified and answered in writing by Promoter within a week.  Requests for clarification should be received by the Promoter no later than: **fourteen calendar days prior submission deadline (i.e. 5th September 2024 until 10.00 AM local time).** | |
| **2.12 i** | The Technical Proposal for both Lots shall comprise the following:  For FULL TECHNICAL PROPOSAL (FTP):  1st Inner Envelope with the Technical Proposal:  Including forms given under point 4.2.  In case the consultant makes an offer for two lots, then the envelope for each lot should be submitted separately. | |
| **2.13** | The Financial Proposal for both Lots shall comprise the following:  2nd Inner Envelope with the Financial Proposal:  (1) 4.3. A– Financial Proposal Submission Form  (2) 4.3. B - Summary of Costs  In case the consultant makes an offer for two lots, then the envelope for each lot should be submitted separately. | |
| **2.14** | The Consultant and its Sub-consultants and Staff are responsible for meeting all tax liabilities arising out of the Contract.  Only the price without VAT will be taken into consideration for the financial evaluation. The amount of VAT, if applicable, must be indicated separately based on the instructions given in Section 4 - Financial Proposal.  Instruction related to exemption from payment of VAT for projects financed from the funds of the European Union and on the basis of an international agreement, is givenwithin the Section 4: Proposal forms. | |
| **2.15** | The Financial Proposal should not estimate, as a separate amount, the local taxes, duties, fees, levies, and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel. | |
| **2.16** | The Consultant shall express the price for its services in Euros. | |
| **2.17** | Total available budget for this assignment is as follows:  Contract estimate excluding VAT for Lot 1: EUR 75,000  Contract estimate excluding VAT for Lot 2: EUR 35,000.  The bid price (excluding VAT) exceeding the contract estimates given above will be rejected. | |
| **3. Submission, Receipt and Opening of Proposals** | | |
| **3.2** | **The Proposals must be submitted no later than:**  Date: **19th September 2024**  Time: **10:00AM local time**  **The Proposal submission address is:**  Ministry of Education, Science and Innovation  Attention: Mr. Spasoje Ostojić  Address: Vaka Djurovića b.b., office 6, First floor  City: Podgorica  Postal Code: 81000  Country: Montenegro | |
| **3.4** | **The Consultant must submit:**  (a) Technical Proposal: one (1) original and two (2) copies (one printed and one electronic).  (b) Financial Proposal: one (1) original and one (1) copy.  In addition to details given in the Instructions to Consultant the outer envelope shall bear the following:  ***“Do not open before the time and date for Proposal opening.”***  ***“Ne otvarati prije zvanicnog otvaranja ponuda.”*** | |
| **3.7** | The opening of the technical envelope shall take place at:  **Ministry of Education, Science and Innovation**  Address: Vaka Djurovića b.b., office 26, second floor  (Grand Conference Hall/Velika konferencijska sala)  City: Podgorica  Postal Code: 81000  Country: Montenegro  Date: **19th September 2024**  Time: **10.30h local time** | |
| **3.8** | Although the proposal opening session is a formal, public process, participation in the tender opening session is restricted to representatives of the companies that are tendering for the contract. It is necessary for the representatives of the Consultants to submit the authorization issued by the bidder authorizing them to attend the public meeting and their name. | |
| **4. Proposals Evaluation** | | |
| **4.4** | Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals is described in the Evaluation Grid and given in the Section 3. Evaluation Criteria/Eligibility and Qualification. The mandatory qualification criteria regarding eligibility and experience will be reviewed and evaluated at the first stage of the evaluation process on a **pass/fail** basis. Only proposals which pass on all the eligibility and qualification criteria shall be considered for the second stage of the technical evaluation which will rate the Key Personnel and the responsiveness to the ToR.  The formula for determining the weighted technical scores of all Proposals will be calculated as follows:  St = S / Sm x 100  Where:  S is the average technical score (mathematical average) and equals the sum of the technical scores given by all Evaluation Committee (EC) members divided by the number of EC members.  The Technical Proposal evaluated as having the highest average technical score (Sm) is given the maximum technical score of 100.  Thus the weighted technical score is the average technical score of the offer in question (S) divided by the average technical score of the best technical offer (Sm) multiplied by 100)  Only offers with an average technical score of at least 75 points qualify for the financial evaluation.  The best value for money is established by weighting technical quality against price on an 80/20 basis. This is done by multiplying:  - the scores awarded to the technical offers by 0.80  - the scores awarded to the financial offers by 0.20. | |
| **4.7.** | After the technical evaluation is completed, the Promoter shall notify those Consultants whose Proposal were considered responsive to the RFP and ToR about date, time and location of the opening of the Financial Proposal. The opening date of the Financial Proposal shall be no less than ten (10) Calendar Days from the date of notification of the results of the technical evaluation. | |
| **4.8** | Tender prices for service contract to be substantially executed in the Client’s country is requested inclusive of all duties, taxes and other levies. The evaluation and comparison of tenders will be on this basis and the selected contractor would be responsible for all duties, taxes and levies in the performance of the contract~~.~~ Instruction related to exemption from payment of VAT for projects financed from the funds of the European Union and on the basis of an international agreement are given in the Section 4 Proposal forms: Financial proposal.  **Only the price without VAT should be taken into consideration for the financial evaluation.** This total contract value is compared with the maximum budget available for the contract. Tenders exceeding the maximum budget allocated for the contract are considered unacceptable and are eliminated.  The evaluation committee then proceeds with the financial comparison of the tender price without VAT between the different financial offers. | |
| **4.9** | **The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.**  **The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:**  Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.  **The weights given to the Technical (T) and Financial (P) Proposals are**:  **T** = 80,  and  **P** = 20  The best value for money is established by weighting technical quality against price on an 80/20 basis. It will be done by multiplying:  - the scores awarded to the technical offers by 0.80  - the scores awarded to the financial offers by 0.20.  Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.  **Only the total price, excluding VAT, should be taken into consideration for the financial evaluation.** | |
| **5. Negotiations** | | |
| **5.1** | If required, negotiation will be held only in relation to availability of Key experts  Negotiations will be held at the following address:  Ministry of Education, Science **and Innovation**  Address: **Vaka Djurovića b.b., office 6, First floor**  City: **Podgorica**  Postal Code: **81000**  Country: **Montenegro** | |
| **6. Award of Contract** | |
| **6.6** | The assignment is expected to commence in November 2024 |
| **6.7** | The procedures for making a Procurement-related Appeal are detailed in the Section VI: Annex 1 Appeal procedure.  The appeal procedure in this project is a two-step process.  The Contracting Authority is the first level of review. An appeal shall be submitted to the Contracting Authority, in writing in three copies, within the defined deadlines (Annex 1), so that the appeal may be considered.  In the event that the appeals are correct, the Contracting Authority accepts the appeal and modifies or annul the tender documents, the decision on selection or the procedure in its entirety.  In the case that the initial decision changes due to the appeal, a new standstill period begins.  The Contracting Authority notifies the Appellate Body by formal letter that the appeal has been filed, that it has been accepted and that it is necessary to reimburse the appellant.  If the Contracting Authority assesses the appeal as unfounded, it shall submit its supporting documentation to the Appellate Body, formed for this project, for review and decision. It is the responsibility of the contracting authority to initiate proceedings with the Appellate Body and, where applicable, to request refund of the fee paid in the event that the Appellate Body accepts the appeal.  An integral part of the appeal is the proof of payment of the fee for conducting the procedure, which amounts to up to 2% of the estimated value of the procurement, the percentage of which is contained in the tender documentation. The maximum fee is EUR 20,000 in case of confirmation of the appeal.  If a Consultant wishes to make a Procurement-related Appeal, the Consultant should submit its Appeal following these procedures, in writing (by the quickest means available, that is either by email or fax), to:  **Ministry of Education, Science and Innovation**  For the attention: Mr. Spasoje Ostojić  Title/position: Procurement officer  Purchaser: Ministry of Education, Science and Innovation, Montenegro   * **Email address:** [spasoje.ostojic@mpni.gov.me](mailto:spasoje.ostojic@mpni.gov.me) , * Cc. [jelena.jovetic@mif.gov.me](mailto:jelena.jovetic@mif.gov.me)   Consultants should alert the promoter in writing, with a copy to the European Investment Bank, in case they should consider that certain clauses or technical specifications of the TDs might limit international competition or introduce an unfair advantage to some Consultants.  The Client shall review, take the necessary actions and respond in a timely manner to Appeals addressed to them related to the procurement process and originating from any person or entity having or having had an interest in obtaining the contract.  Review procedures for remedies are available to any person or entity having or having had an interest in obtaining the contract and (at risk of) being harmed by an alleged infringement from applicable procurement rules. |

# Section 3 Evaluation Criteria

**Contents**

[1. Eligibility and Qualification Criteria](#_Toc130995058)

[2. Evaluation of the Technical Proposal](#_Toc130995059)

1. Eligibility and Qualification Criteria

The Client shall use the criteria and methodologies in accordance with ITC 2.5 and ITC 2.6 to evaluate the Proposals and to qualify the Consultants. The Consultants shall provide all the information requested in the forms included in Section 4, Proposal Forms.

To participate in this tender process, Consultant should meet the requirements listed below:

**1.1. Legal and** **Professional capacity applying to both lots**

* + - * The Consultant must be a registered firm legally capable of carrying out the specified assignment; in case of a JV, this requirement applies to all members of the consortium. At the moment of Proposal submission, the Consultant shall have a professional licence(s), certificate(s) (or right), in accordance with the **laws of the country in which it is established** (or equivalent) for the provision of architectural designing services.

For the purpose of Proposal evaluation, legal requirements and requirement related to professional licence must be respected by every member of a JV.

The successful Consultant prior to commencement order must be accredited (authorised) and registered in accordance with the relevant legislation of Montenegro i.e. *Law on spatial planning and construction of structure* ("Official Gazette" of Montenegro*,* no. 64/2017, 44/2018, 63/2018, 11/2019, 82/2020, 86/2022, 66/2022 and 4/2023);

For the Lot – 2 kindergarten Kotor, the successful Consultant prior to commencement order must be accredited in accordance with the relevant legislation of Montenegro as prescribed by the “Rulebook on detailed conditions and method of issuing, termination of validity and withdrawal of the conservatory license, as well as the content and method of keeping the register of issued conservatory licenses" (Official Gazette of Montenegro", no. 012/18 from 23.02.2018, 102/20 from 16.10.2020)

The authorization and accreditation of the licenses will be sought only from the successful Consultant and the successful Consultant will be given a sufficient time from the day award decision becomes final to provide those licenses and will not be penalized for any delay in issuance of licenses not caused by the successful Consultant.

The procedure for licenses issuing is described on the Chamber of Engineers of Montenegro web site:

<http://www.ingkomora.me/ikcg_mne/public/index.php/index/artikli?id=4087>

<https://www.gov.me/clanak/pravilnik-o-obrascima-zahtjeva-za-obavljanje-djelatnosti-u-oblasti-izgradnje-objekata-2>

Consultants are strongly advised to take all necessary steps even prior to the award decision in order to get familiar with the procedure related to issuance of licenses.

Consultants shall, in the performance of their assignment, in accordance with the type and nature of the tasks to be performed under this contract, comply with all applicable laws and by-laws of Montenegro, as long as it is aligned with the EIB’s Guide to Procurement. In case of discrepancy between the applicable laws and by-laws of Montenegro and the EIB GtP, the provisions of the EIB GtP shall prevail.

To prove above requirements, Consultant must provide following documentary evidence:

* Documentary evidence of registration from the competent body responsible for registration of legal entities, that Consultant is registered;
* Documentary evidence, from the competent body responsible for issuance of requested licence, that Consultant is licenced. For the Consultants registered outside of Montenegro the licence will be in accordance with the laws of the country in which the Consultant is established (or equivalent) for the provision of architectural designing services unless they already obtained it in line with the law of Montenegro.
* Documentary evidence issued by the body responsible for tax administration (state and local administration) that all obligations based on taxes and contributions have been duly reported, calculated and performed up to 60 days before the day of public opening of Proposals, in accordance with country regulations in which the Consultant has been registered;
* Certificate of the competent court, not older than 60 days before the day of public opening of Proposals, that Consultant and its legal representative have not been convicted for any criminal act as members of an organized criminal group; that it has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud.

All abovementioned evidence may be submitted as uncertified copies. Client keeps right to ask for original evidence if deemed necessary. In case that Consultant is Joint Venture, above requirements shall be fulfilled by each Joint Venture member.

**Joint Venture (JV):**

If the Consultant is a Joint Venture of two or more partners, the information listed above shall be provided for each partner. This is applicable to Joint Venture partners only, not to subcontractors. Proposals submitted by a JV of two or more firms as partners shall comply with the following requirements:

* + - 1. the Proposal shall be signed so as to be legally binding on all partners.
      2. one of the partners shall be nominated as being in charge, and this nomination shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
      3. the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture, and the entire execution of the Contract, including payment, shall be done exclusively with the partner in charge.
      4. all partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the authorization mentioned under (ii) above, in the Proposal as well as in the Contract (in case of a successful Proposal).

**1.2. Eligibility Criteria applying to both Lots**

* The Consultants shall provide all information related to compliance requirements in the forms included in Section 4, Proposal Forms;
* Nationality in accordance with ITC 1.6;
* Conflict of Interest in accordance with ITC 1.7;
* Bank Eligibility - Not having been declared ineligible by the Bank, as described in ITC 1.4 and ITC1.8;
* State-owned enterprise of the Borrower Country in accordance with ITC 1.6;
* Financial sanctions and Ethical conduct in accordance with ITB 1.4 and Section 4.
* Non-performance of a contract did not occur within the last two (2) years prior to the deadline for Proposal submission based on all information on fully settled disputes or litigation.
* All pending litigation shall in total not represent more than 50 %, (fifty) of the Consultant's net worth and shall be treated as resolved against the Consultant.
* No consistent history of court/arbitral award decisions against the Consultant within the last five (5) years prior to the deadline for submission of Proposals.

In a case of JV, each member must meet all requirements given above.

* 1. **Qualification Criteria** 
     1. **Financial Capabilities**

**For both Lots**

The Consultant shall submit the audited balance sheets or, if not required by the laws of the Consultant’s country, other financial statements acceptable to the Client, for the last three (3) financially closed years (i.e. 2023, 2022 and 2021) shall be submitted and must demonstrate the current soundness of the Consultant’s financial position and indicate its prospective long-term profitability. If the financial year 2023 has not been closed, the financial years 2022, 2021 and 2020 will be taken into consideration.

**For Lot: 1**

Minimum average annual turnover of 110.000 Euro, calculated as total certified payments received for contracts in progress and/or completed within the last *three (3)* years (i.e. 2023, 2022 and 2021), divided by three years. If the financial year 2023 has not been closed, the minimum average annual turnover will be calculated for the years 2022, 2021 and 2020.

In a case of JV, Lead partner must meet at least fifty (50%) percent of the requirement.

**For Lot 2:**

Minimum average annual turnover of 52.500 Euro, calculated as total certified payments received for contracts in progress and/or completed within the last *three (3)* years (i.e. 2023, 2022 and 2021), divided by three years. If the financial year 2023 has not been closed, the minimum average annual turnover will be calculated for the years 2022, 2021 and 2020.

In a case of JV, Lead partner must meet at least fifty (50%) percent of the requirement.

**If the proposal is submitted for both lots: Lot 1 and Lot: 2**

Minimum average annual turnover of 162.500 Euro, calculated as total certified payments received for contracts in progress and/or completed within the last *three (3)* years (i.e. 2023, 2022 and 2021), divided by three years. If the financial year 2023 has not been closed, the minimum average annual turnover will be calculated for the years 2022, 2021 and 2020.

In a case of JV, Lead partner must meet at least fifty (50%) percent of the requirement.

* + 1. **Experience**

**For Lot 1:**

A minimum two (2) similar Contracts (at least one of two contracts related to preparation of main design for projects such as construction, reconstruction or adaptation of building constructions with not less than 2,000 m2) with cumulative total amount not less than EUR 150.000 that have been satisfactorily and fully completed as a lead partner, JV member\*, or sub-contractor during the past five (5) years, prior to the Proposals submission deadline. This means that the project the tenderer refers to could have been started/implemented at any time during the indicated period but it does not necessarily have to be started nor implemented during the entire period. Projects the Consultant refers to have to be with a positive auditor’s report (pozitivan izvjestaj revidenta).

**For Lot 2**

A minimum one (1) similar Contract (the contract related to preparation of main design for projects such as construction, reconstruction or adaptation of building constructions with not less than 1,000 m2) with Contract amount not less than EUR 35.000 that have been satisfactorily and fully completed as a lead partner, JV member\*, or sub-contractor during the past five (5) years, prior to the Proposals submission deadline.

This means that the project the tenderer refers to could have been started/implemented at any time during the indicated period but it does not necessarily have to be started nor implemented during the entire period. Projects the Consultant refers to have to be with a positive auditor’s report (pozitivan izvjestaj revidenta).

**If the proposal is submitted for both lots: Lot 1 and Lot: 2**

A minimum three (3) similar Contracts (at least one of three contracts related to preparation of main design for projects such as construction, reconstruction or adaptation of building constructions with not less than 2,000 m2) with total amount not less than EUR 185.000 that have been satisfactorily and fully completed as a lead partner, JV member\*, or sub-contractor during the past five (5) years, prior to the Proposals submission deadline. This means that the project the tenderer refers to could have been started/implemented at any time during the indicated period but it does not necessarily have to be started nor implemented during the entire period. Projects the Consultant refers to have to be with a positive auditor’s report (pozitivan izvjestaj revidenta).

\* For the contracts under which the Consultant participated as a joint venture member or sub-contractor, only the Consultants’ share, by value, and role and responsibilities shall be considered to meet this requirement.

1. Evaluation of the Technical Proposal

Only proposals which pass all the eligibility and qualification criteria shall be considered for the second stage of the technical evaluation which will rate the Key Personnel and the responsiveness to the ToR.

|  |  |
| --- | --- |
| **Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals** | **Maximum number of points** |
| **1/ Adequacy and quality of the proposed organisation and methodology, and work plan in responding to the Terms of Reference (TORs)**  The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan has right input of Experts | |
| 1.1 Rationale | 10 |
| 1.2 Strategy | 12 |
| 1.3 Timetable of activities | 8 |
| **Total score for Organisation and methodology** | **30** |
| **2/ Key Experts’ qualifications and competence for the Assignment:**  **These criteria shall apply to both Lots.**  At the proposal submission stage, the Consultant may propose Key Experts with national licenses, if available. If the Consultant proposing foreign experts without national licenses, and in case of being awarded the tender, those Key Experts shall apply for the respective licenses in accordance with the relevant legislation of Montenegro for the type of works to be supervised, particularly related to the activities of spatial development and construction of structures as prescribed by the Law on Spatial Planning and Construction of Structures ("Official Gazette" of Montenegro*,* no. 64/2017, 44/2018, 63/2018, 11/2019, 82/2020, 86/2022, 66/2022 and 4/2023).  For the Lot – 2 kindergarten Kotor, one of the experts must have “Conservation license for the preparation of conservation projects and/or implementation of measures on immovable and/or movable cultural assets and/or preparation of studies for the protection of cultural heritage” as prescribed by the “Rulebook on detailed conditions and method of issuing, termination of validity and withdrawal of the conservatory license, as well as the content and method of keeping the register of issued conservatory licenses" (Official Gazette of Montenegro", no. 012/18 from 23.02.2018, 102/20 from 16.10.2020)  The licences will be sought only from the winning bidder and the winning bidder will be provided sufficient time to obtain such licenses and will not be penalised for delays which are not their responsibility.  The key experts are those whose involvement is considered to be instrumental in the achievement of the contract objectives. Their positions and responsibilities are defined in the Section 5 of the Terms of reference, and they are subject to evaluation according to the evaluation grid.  The Technical proposal standard forms must be completed by the tenderer, including:   1. a list of the names of the key experts; 2. the CVs of each of the key experts.Each CV must be confined to 3 pages and only one CV should be provided for each position identified in the Terms of Reference. Note that the CV's of non-key experts must not be submitted.   The qualifications and experience of each key expert must clearly match the profiles indicated in the Terms of reference.  Consultant must provide the following documents in the case of the key experts proposed:  - a copy of the diplomas mentioned in their CVs,  - a copy of the employers' certificates or references proving the professional experience indicated in their CVs.  Only diplomas and experience-periods with documented proofs will be taken into account.  The Key Experts must fulfil the minimum requirement for all of the criteria. If any of the Key Experts do not fulfil the minimum requirements in any of the criterion after the revised assessment (that takes place after the interviews, if any) the offer should be rejected.  The key experts proposed in this tender must not be part of any other tender submitted for this tender procedure. They must therefore commit themselves exclusively to the tenderer. This also applies to Lots, which means that if proposal is submitted for both lots, the same key experts cannot appear in both lots. | |
| **2.1 Position K-1: Team Leader** | **Maximum of 40 points** |
| Qualifications and skills | 10 points |
| General professional experience | 15 points  8 points will be awarded by meeting the criteria, while the highest number of points (15) will be awarded to the expert with the highest number of years of experience. The other experts will be scored according to the formula: 8 points plus the number of years of experience offered, divided by the highest number of years of experience multiplied by 7. |
| Specific professional experience | 15 points  8 points will be awarded by meeting the criteria, while the highest number of points (15) will be awarded to the expert with the highest number of years of experience. The other experts will be scored according to the formula: 8 points plus the number of years of experience offered, divided by the highest number of years of experience multiplied by 7. |
|  |  |
| **2.2 Position K-2: Deputy Team Leader** | **Maximum of 30 points** |
| Qualifications and skills | 8 points |
| General professional experience | 12 points  8 points will be awarded by meeting the criteria, while the highest number of points (12) will be awarded to the expert with the highest number of years of experience The other experts will be scored according to the formula: 8 points plus the number of years of experience offered, divided by the highest number of years of experience multiplied by 4. |
| Specific professional experience | 10 points  8 points will be awarded by meeting the criteria, while the highest number of points (10) will be awarded to the expert with the highest number of years of experience. The other experts will be scored according to the formula: 8 points plus the number of years of experience offered, divided by the highest number of years of experience multiplied by 2. |
|  |  |
| **Total score for Key experts** | **70 points** |
|  |  |
| **Overall technical score** | **100 points** |

**The minimum technical score (St) required to pass is 75 points.**

All experts who have a crucial role in implementing the contract are referred to as key experts. The Consultant must demonstrate that it will have suitably qualified Key Experts and must submit CVs and signed Statements of Exclusivity and Availability. Only the Key Experts shall be included in the evaluation process.

# Section 4 - Proposal Forms

4.1 Eligibility, Financial situation and Experience - Standard Forms

4.2 Technical Proposal - Standard Forms

4.3 Financial Proposal - Standard Forms

1.Proposal Submission Letter

Date: *[insert day, month, year]*

RFP No. and title: *[insert RFP number and title]*

To: *[insert full name of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals (RFP) dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Consultant is a joint venture, insert the following*:* We are submitting our Proposal a joint venture with: *{Insert a list with full name and the legal address of each member, and indicate the lead member}*.We have attached a copy *{insert: “*of our letter of intent to form a joint venture” *or, if a JV is already formed, “*of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: *{Insert a list with full name and address of each Sub-consultant.}*

We hereby declare that:

1. **No reservations:** We have examined and have no reservations to the Proposal Document, including Addendum(s) No(s), issued in accordance with ITC 2.11: *[insert the number and issuing date of each addendum].*
2. **No conflict of interest:** We have no conflict of interest in accordance with ITC 1.7;
3. **Eligibility:** We (and our subcontractors) meet the eligibility requirements as stated ITC 2.5, we have not been suspended by the Client based on execution of a Proposal Declaration in accordance with ITC 1.4 and ITC 1.5;
4. **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, directly or indirectly, to or for the benefit of an individual or entity that is subject to financial sanctions imposed by the EU[[4]](#footnote-4), either autonomously or pursuant to the financial sanctions decided by the United Nations Security Council on the basis of Article 41 of the UN Charter.";
5. **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITC 1.6*]*;
6. **Subcontractors and Specialized Subcontractors:** We, in accordance with ITC 2.10, plan to subcontract the following key activities and/or parts of the services:

*[Insert any of the key activities which the Consultant intends to subcontract along with complete details of the Specialized Subcontractors, their qualification and experience]*

(g) **Commissions, gratuities, fees:** We declare that the following commissions, gratuities, or fees have been paid or are to be paid with respect to the corresponding tender process or execution of the Contract:

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Reason | Amount |
| *[insert full name for each occurrence]* | *[insert street/ number/city/country]* | *[indicate reason]* | *[Euro]* |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

*[If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Application]*

(h) **Not bound to accept:** We understand that you may cancel the tender process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Consultants for the contract subject of this tender process, without incurring any liability to the Consultants in accordance with ITC 1.11.

(i) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Prohibited Conduct[[5]](#footnote-5).

(j) We hereby certify that we will comply with EIB's environmental and social safeguards. (http://www.eib.org/en/infocentre/publications/all/environmental-and-social-practices-handbook.htm and EIB GtP, Clause 1.7)

(k) **True and correct:** All information, statements and description contained in the Proposal are in all respect true, correct and complete to the best of our knowledge and belief

(l) In accordance with ITC 5.2, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 5.3 may lead to the termination of Contract negotiations.

(m) Our Proposal is binding upon us until *[insert day, month and year* in accordance with ITC 2.8]and subject to any modifications resulting from the Contract negotiations.

Signed *[insert signature(s) of an authorized representative(s) of the Consultant]*

*Name [insert full name of person signing the Proposal]*

In the capacity of *[insert capacity of person signing the Proposal]*

Duly authorized to sign the Proposal for and on behalf of: Consultant’s Name *[insert full name of Consultant or the name of the JV]*

Address *[insert street number/town or city/country address]*

Dated on *[insert day number]* day of *[insert month], [insert year]*

***[For a joint venture, either all members shall sign or only the authorized representative, in which case the power of attorney to sign on behalf of all members shall be attached]***



2.Power of Attorney

The Consultant must attach here a Power of Attorney authorizing their empowered representative to submit the Bid and to commit the Consultant to a contract. The Power of Attorney must give the name, address and capacity of the person so empowered and must be signed and dated by a person duly authorized by the Tenderer. Minutes of board meetings or other documents authorizing the signatory of the Power of Attorney must be attached. The person who grants the Power of Attorney must be duly authorized to do so and the Tenderer must provide written evidence of this.

If the Original Power of Attorney is drafted in other language than English, Consultants are required to also attach the authorized English translation.

Signature....................................................

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

Date..........................................

**Note:** In the case of a Joint Venture a power of attorney is required for the authorized representative of each JV member, as well as a power of attorney for the representative of the lead member to represent all JV members.

1. Form ELI – 1.1

**Consultant Information Form**

Date: *[insert day, month, year]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

|  |
| --- |
| Consultant’s legal name  *\_\_[insert full legal name]\_\_\_\_* |
| In case of Joint Venture (JV), legal name of each partner:  *\_\_\_[insert full legal name of each partner in JV] \_\_\_\_* |
| Consultant’s Actual or Intended country of constitution:  *\_\_[indicate country of Constitution]\_\_* |
| Consultant’s actual or Intended year of constitution:  *\_\_\_[indicate year of Constitution]\_\_* |
| Consultant’s legal address in country of constitution:  *\_\_\_[insert street/ number/ town or city/ country]\_\_\_\_* |
| Consultant’s authorized representative information  Name: *\_\_[insert full legal name]\_\_\_\_*  Address: *\_\_\_[insert street/ number/ town or city/ country]\_\_\_\_*  Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*  E-mail address: *\_\_\_[indicate e-mail address]\_\_\_* |
| Attached are copies of original documents of:  Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above, in accordance with ITC 4.2.  In case of JV, letter of intent to form JV or JV agreement, in accordance with ITC 4.1.  In case of state-owned enterprise or institution, in accordance with ITC 4.8 documents establishing:   * Legal and financial autonomy * Operation under commercial law * Establishing that the Consultant is not under supervision of the Client   2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

1. Form ELI – 1.2

**Consultant’s JV Information Form**

*[The following form is additional to Form ELI – 1.1., and shall be completed to provide information relating to each JV member (in case the Consultant is a JV) as well as any Specialized Sub-contractor proposed to be used by the Consultant for any part of the Contract resulting from this prequalification]*

Date: *[insert day, month, year]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

|  |
| --- |
| JV Consultant legal name:  *\_\_[insert full legal name]\_\_\_\_* |
| Consultant’s JV Member’s name:  *\_\_\_[ insert full name of Consultant 's JV Member] \_\_\_\_\_\_\_\_* |
| Consultant’s JV Member’s country of registration:  *\_\_[indicate country of registration]\_\_* |
| Consultant JV Member’s year of constitution:  *\_\_\_[indicate year of constitution]\_\_* |
| Consultant JV Member’s legal address in country of constitution:  *\_\_\_[insert street/ number/ town or city/ country]\_\_\_\_* |
| Consultant JV Member’s authorized representative information  Name: *\_\_[insert full legal name]\_\_\_\_*  Address: *\_\_\_[insert street/ number/ town or city/ country]\_\_\_\_*  Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*  E-mail address: *[indicate e-mail address]* |
| Attached are copies of original documents of:  🞎 Articles of Incorporation or Documents of Constitution, and Registration Documents of the legal entity named above, in accordance with ITC 1.6.  🞎 In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and are not under the supervision of the Employer, in accordance with ITC 1.6.  2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

1. Form CON – 1

**Historical Contract Non-Performance, Pending Litigation and Litigation History**

*[The following table shall be filled in for the Consultant and for each partner of a Joint Venture]*

*Consultant*’s Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Party Legal Name: [*insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Non-Performing Contracts in accordance with Section 3, Evaluation criteria | | | | | | |
| Contract non-performance did not occur during the *[number]* years specified in Section 3, Evaluation criteria, Sub-Factor 1.2.  Contract(s) not performed during the *[number]* years specified in Section 3, Evaluation criteria, requirement 1.2 | | | | | | |
| **Year** | **Non performed portion of contract** | | **Contract Identification** | | **Total Contract Amount (current value, EURO)** | |
| *[insert year]* | *[insert amount and percentage]* | | Contract Identification*: [indicate complete contract name/ number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Reason(s) for non-performance: *[indicate main reason(s)]* | | *[insert amount]* | |
|  |  | |  | |  | |
| Pending Litigation, in accordance with Section III, Evaluation criteria | | | | | | |
| No pending litigation in accordance with Section 3, Evaluation criteria, Sub-Factor 1.2.  Pending litigation in accordance with Section 3, Evaluation criteria, Sub-Factor 1.2 as indicated below. | | | | | | |
| Year | Outcome as Percent of Total Assets | | Contract Identification | | Total Contract Amount (current value, EURO ) | |
| *[insert year]*  *\_\_\_\_* | *[insert*  *percentage]*  *\_\_\_\_\_\_* | | Contract Identification: *[indicate complete contract name, number, and any other identification]*  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Matter in dispute: *[indicate main issues in dispute]* | | *[insert amount]*  *\_\_\_\_\_\_\_\_\_\_\_* | |
| *\_\_\_\_* | *\_\_\_\_\_\_* | | Contract Identification:  Name of Employer:  Address of Employer:  Matter in dispute: | | *\_\_\_\_\_\_\_\_\_\_\_* | |
| Litigation History in accordance with Section III, Evaluation Criteria | | | | | | |
| 🞎 No Litigation History in accordance with Section 3, Evaluation criteria, Sub-Factor 1.2.  🞎 Litigation History in accordance with Section 3, Evaluation criteria, Sub-Factor 1.2 as indicated below. | | | | | | |
| **Year of award** | | **Outcome as percentage of Net Worth** | | **Contract Identification** | | **Total Contract Amount (currency), EURO (exchange rate)** |
| *[insert year]* | | *[insert percentage]* | | Contract Identification: [indicate complete contract name, number, and any other identification]  Name of Employer: *[insert full name]*  Address of Employer: *[insert street/city/country]*  Matter in dispute: *[indicate main issues in dispute]*  Party who initiated the dispute: *[indicate “Employer” or “Contractor”]*  Reason(s) for Litigation and award decision *[indicate main reason(s)]* | | *[insert amount]* |

1. Form FIN – 3.1

**Financial Situation**

*[The following table shall be filled in for the Consultant and for each partner of a Joint Venture]*

Consultant’s Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

Consultant’s Joint Venture Name*: [insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Financial information in (Euro in 000s)** | **Historic information for previous** *\_[insert number] years, [insert in words]*  (Euro in 000s) | | | | |
|  | Year 2021 | Year 2022 | Year 2023 | Year … | Year n |
| Information from Balance Sheet | | | | | |
| Total Assets (TA) |  |  |  |  |  |
| Total Liabilities (TL) |  |  |  |  |  |
| Net Worth (NW) |  |  |  |  |  |
| Current Assets (CA) |  |  |  |  |  |
| Current Liabilities (CL) |  |  |  |  |  |
| Working Capital (WC) |  |  |  |  |  |
| Information from Income Statement | | | | | |
| Total Revenue (TR) |  |  |  |  |  |
| Profits Before Taxes (PBT) |  |  |  |  |  |
| Profits After Taxes (PAT) |  |  |  |  |  |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities |  |  |  |  |  |

**2. Sources of Finance**

*[The following table shall be filled in for the Consultant and all parties combined in case of a Joint Venture]*

Specify sources of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments.

|  |  |  |
| --- | --- | --- |
| **No.** | **Source of finance** | **Amount (Euro)** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |

**3. Financial documents**

The Consultant and its parties shall provide copies of the balance sheets and/or financial statements for [number] years pursuant Section 3, Evaluation Criteria, Sub-Factor 1.3.1.

The financial statements shall:

1. reflect the financial situation of the Consultant or partner to a JV, and not sister or parent companies.
2. be audited by a certified accountant.
3. be complete, including all notes to the financial statements.
4. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested oraccepted).

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the *[number]* years required above; and complying with the requirements

1. Form FIN – 3.2

**Annual Turnover Information**

*[The following table shall be filled in for the Consultant and for each partner of a Joint Venture]*

Consultant’s/Joint Venture Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | | Annual turnover data | | |
| Year | Amount and Currency | | **Exchange rate\*** | Euro |
| *[indicate year]* | *[Insert amount and indicate currency. Include partial accounting for the year up to the date of submission of Proposals]* | | *rate of exchange at the end of the period reported]* | *[insert amount in Euro ]* |
|  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
|  |  | |  |  |
| Average Annual Turnover \* |  | |  |  |

\* Average annual turnover calculated as total certified payments received for contracts in progress or completed, divided by the number of years specified in Section 3, Evaluation criteria, Sub-Factor 1.3.1.

Please attach documentary evidence for certified payments received for service contracts in progress and/or completed within the last three (3) years (i.e Final/interim payment certificates/reports certified by the Contracting authority).

1. Form EXP – 4.2(a)

**Similar Sector Experience**

*[The following table shall be filled in for contracts performed by the Consultant, each partner of a Joint Venture, and Specialist Subcontractors]*

Consultant’s/Joint Venture Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

JV Member Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

[*Identify contracts that demonstrate work over the past [number] years pursuant to Section 3, Evaluation criteria, Sub-Factor 1.3.2. List contracts chronologically, according to their commencement (starting) dates.]*

| **Similar Contract No.** *\_\_[insert number]* of *[insert number of similar contracts required]* | **Information** | | |
| --- | --- | --- | --- |
| Contract Identification | *\_[insert contract name and number, if applicable]\_* | | |
| Award date | *\_[insert day, month, year, i.e., 15 June, 2018]\_* | | |
| Completion date | *\_[insert day, month, year, i.e., 03 October, 2020]\_* | | |
|  |  | | |
| Role in Contract  *[check the appropriate box]* | Contractor | Management Contractor | Subcontractor |
|  | ***[insert roles and responsibilities]*** | | |
| Total Contract Amount | *\_\_\_[insert total contract amount in local currency]\_\_\_* | | EURO *\_\_[insert total contract amount in EURO*] |
| If partner in a JV,or subcontractor, specify participation in total contract amount | *[insert a percentage amount]*  \_\_\_\_\_ | *[insert total contract amount in local currency]*  \_\_\_\_\_\_\_\_\_\_\_\_\_ | *[insert total contract amount in EURO]*  \_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Employer’s Name: | *\_\_\_[insert full name]\_\_\_* | | |
| Address:  Telephone/fax number  E-mail: | *[indicate street / number / town or city / country]*  *[insert telephone/fax numbers, including country and city area codes]*  *[insert e-mail address, if available]* | | |

1. Form EXP – 4.2(a) (cont.)

**Specific Sector Experience (cont.)**

| **Similar Contract No.** *\_\_ [insert number]* of *[ number of similar contracts required]* \_\_\_ | **Information** |
| --- | --- |
| Description of the similarity in accordance with Sub-Factor 1.3.2 of Section 3: |  |
| 1. Amount | *\_\_ [insert amount in Euro in words and in figures]\_\_* |
| 1. Physical size | *\_\_ [insert physical size of activities] \_\_* |
| 1. Complexity | *\_\_[insert description of complexity]\_\_* |
| 1. Methods/Technology | *\_\_[insert specific aspects of the methods/technology involved in the contract]\_\_* |
| 1. Other Characteristics | *\_\_[insert other characteristics as described in Section VII, ToR]\_\_* |

1. The contract is considered completed if audit report/ or equivalent certificate is issued by a competent authority (Employers, Contracting Authorities, Clients etc) clearly indicating the date of successful completion.
2. Consultant must submit such a certificate signed by the competent authority for the project concerned.
3. The Contracting Authority reserves the right to ask for originals of the respective certificates signed by the Project Managers/Contracting Authority of the concerned projects.
4. If a Consultant has implemented the project in a joint venture/consortium, it should be clear from the documentary evidence (e.g. completion certificates) the percentage the Consultant has successfully completed. Should the submitted documents not provide clear information on the percentage of the works, it will be clarified by further documents.

# 4.2 Technical Proposal - Standard Forms

|  |  |  |
| --- | --- | --- |
| **FORM** | | **DESCRIPTION** |
| 10 | TECH-1 | Consultant’s Organization |
| 11 | TECH-2 | Organisation & Methodology |
| 12 | TECH-3 | Work Schedule and Planning for Deliverables |
| 13 | TECH-4 | Team Composition and Assignment with attached Curriculum Vitae (CV) |
| 14 | TECH-5 | Statement of exclusivity and availability |
| 15 | TECH-6 | Covenant of Integrity and Environmental and Social Covenant |

**All pages of the original Technical and Financial Proposal shall be initialled by the same authorized representative of the Consultant who signs the Proposal.**

10. Form TECH – 1

**Consultant’s Organization**

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

2. Include organizational chart, a list of Board of Directors, and beneficial ownership.

11. Form TECH – 2

**Organisation & Methodology**

*(To be completed by the Consultant)*

**Rationale**

1. Any comments on the Terms of reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the contract. An opinion on the key issues related to the achievement of the contract objectives and expected results.
2. An explanation of the risks and assumptions affecting the execution of the contract.

**Strategy**

1. An outline of the approach proposed for contract implementation.
2. A list of the proposed activities considered to be necessary to achieve the contract objectives.
3. The related inputs and outputs.
4. In the case of a tender being submitted by a consortium, a description of the input from each of the consortium members and the distribution and interaction of tasks and responsibilities between them.
5. A description of the support facilities (back-stopping) that the team of experts will have from the contractor during the execution of the contract.
6. A description of sub-contracting arrangements foreseen, if any and within the limit indicated in clause 3 of the Instructions to tenderers, with a clear indication of the tasks that will be entrusted to a sub-contractor and a statement by the tenderer guaranteeing the eligibility of any sub-contractor.

**Timetable of activities**

1. The timing, sequence and duration of the proposed activities, taking into account mobilisation time.
2. The identification and timing of major milestones in execution of the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of reference.
3. The expected number of working days required from each category of expert each month during the period of execution of the contract (using the Excel spreadsheet linked to the Budget breakdown).

12. Form TECH -3

**Work Schedule and planning for deliverables**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Deliverables** 1 **(D-..)** | **Months** | | | | | | | | | | | |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **.....** | **n** | **TOTAL** |
| **D-1** | {e.g., Deliverable #1: Preparation of Conceptual design |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1) data collection |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 2) drafting |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 3) incorporating comments |  |  |  |  |  |  |  |  |  |  |  |  |
|  | ….. |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 5) delivery of interim report to Client} |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **D-2** | {e.g., Deliverable #2:Preparation of Main design} |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 1) drafting |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 2) incorporating comments |  |  |  |  |  |  |  |  |  |  |  |  |
|  | ….. |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 5) delivery of final report to Client} |  |  |  |  |  |  |  |  |  |  |  |  |

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in a form of a bar chart.

3. Include a legend, if necessary, to help read the chart.

13. Form TECH -4

**Team Composition and Assignment**

Consultants should demonstrate how each of the candidates listed in the ToR are qualified to meet the specified requirements stated for each position pursuant to Section 5, Terms of Reference. One form should be filled out for each candidate proposed. This form should be used for Key Staff as well as for Specialist Subcontractor Personnel]

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Name** | **Position** | | | | | | | | **Task** | | | | | | |
| **KEY EXPERTS** | | | |  |  |  |  |  |  | |  |  |  |  |  |  |
| K-1 | {e.g., Mr. Abbbb} |  | | | | | | | |  | | | | | | |
| K-2 |  |  | | | | | | | |  | | | | | | |
|  |  |  |  |  |  |  |  |  |  | | | | | | | |
| **NON-KEY EXPERTS** | | | | | | | | | | | | | | | | |
| N-1 |  |  | | | | | | | |  | | | | | | |
| N-2 |  |  | | | | | | | |  | | | | | | |
|  |  |  | | | | | | | |  | | | | | | |
|  | **SUPPORT STAFF** | | | | | | | | | | | | | | | |
| NON-KEY EXPERTS |

**Form TECH-4**

**(Continued)**

**CURRICULUM VITAE (CV)**

|  |  |
| --- | --- |
| **Position Title and No.** | {e.g., K-1, TEAM LEADER} |
| **Name of Expert:** | {Insert full name} |
| **Date of Birth:** | {day/month/year} |
| **Country of Citizenship/Residence** |  |

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

|  |  |  |  |
| --- | --- | --- | --- |
| **Period** | **Employing organization and your title/position. Contact information for references** | **Country** | **Summary of activities performed relevant to the Assignment** |
| [e.g., May 2016-present] | [e.g., Ministry of ……, advisor/consultant to…  For references: Tel…………/e-mail……; Mr.….., deputy minister] |  |  |
|  |  |  |  |
|  |  |  |  |

Membership in Professional Associations and Publications: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Language Skills (indicate only languages in which you can work): \_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Adequacy for the Assignment:**

|  |  |
| --- | --- |
| Detailed Tasks Assigned on Consultant’s Team of Experts: | Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks |
| {List all deliverables/tasks as in TECH- 4 in which the Expert will be involved) |  |
|  |  |
|  |  |

**Expert’s contact information:** (e-mail …. phone……………)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of Expert Signature Date

{day/month/year}

Name of authorized Signature Date

Representative of the Consultant

(the same who signs the Proposal)

14. Form TECH -5

**Statement of exclusivity and availability[[6]](#footnote-6)  
  
Publication ref:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer **Preparation of main designs for reconstruction of kindergartens in Kotor and Zabjelo, Podgorica** in the above-mentioned service tender procedure. This includes that I will not be proposed as a replacement expert in this tender procedure. I declare that I am able and willing to work for the period(s) set for the position for which my CV has been included if this tender is successful, namely:

|  |  |  |
| --- | --- | --- |
| **From** | **To** | **Availability** |
| < start of period 1 > | < end of period 1 > | [full time] [part time] |
| < start of period 2 > | < end of period 2 > | [full time] [part time] |
| < etc. > |  |  |

I confirm that I do not have a confirmed engagement[[7]](#footnote-7) as key expert in another EU/EDF-funded project, or any other professional activity, incompatible in terms of capacity and timing with the above engagements.

By making this declaration, I understand that I am not allowed to offer my services as an expert to any other tenderer participating in this tender procedure. I am fully aware that if I do so, I will be excluded from this tender procedure, the tenders will be rejected, and I may also be subject to exclusion from other tender procedures and contracts funded by the EU/EDF.

I also declare that I am not in a situation of conflict of interest or unavailability and commit to inform the tenderer(s) of any change in my situation.

I also declare that I am not in a situation of conflict of interest or unavailability, that I am not in the list of EU restrictive measures ([www.sanctionsmap.eu](http://www.sanctionsmap.eu)) and commit to inform the tenderer(s) of any change in my situation.

I acknowledge that I have no contractual relations with the contracting authority and in case of dispute concerning my contract with the contractor I shall address myself to the latter and/or to the competent jurisdictions.

[For information, I have signed a statement of exclusivity and availability for the following tender(s):

|  |  |  |
| --- | --- | --- |
| **Tender reference** | **Submission deadline for the tender** | **Tendered engagement** |
| < tender reference > | < date > | [full time] [part time] |
| < tender reference > | < date > | [full time] [part time] |
| < etc. > |  |  |

Should I receive a confirmed engagement I declare that I will accept the first engagement offered to me chronologically. Furthermore I will notify the tenderer immediately of my unavailability. ]

|  |  |
| --- | --- |
| **Name** |  |
| **Signature** |  |
| **Date** |  |

15. Form TECH-6 COVENANTS

*(Modification of the covenants is not allowed)*

COVENANT OF INTEGRITY

[*Name of lead tenderer*] hereby declare and covenant, on our behalf and on that of our joint venture partners, if any, for [*name of the contract*] managed by [*name of promoter*] (the “**Contract**”), that neither we nor anyone, including any of our directors, employees, agents or subcontractors for the Contract, acting on our behalf with due authority or with our knowledge or consent or facilitated by us (together, the “**Associated Entities and Persons**”), nor any of our parent, subsidiary or affiliate companies,

1. have engaged in any Prohibited Conduct[[8]](#footnote-8) in connection with the tendering process, nor will we or the Associated Entities and Persons engage in such Prohibited Conduct during the execution of the Contract;
2. are listed or otherwise subject to EU/United Nations sanctions;[[9]](#footnote-9)
3. are the subject of a current decision of exclusion by the European Investment Bank;
4. during the 5 (five) years immediately preceding the date of this Covenant, have been convicted in any court or sanctioned[[10]](#footnote-10) by any authority (irrespective of whether such conviction or sanction is still in force) of any offence on grounds comparable to Prohibited Conduct in connection with a tendering process or any provision of works, goods or services; or
5. are excluded or subject to enforcement actions or otherwise sanctioned[[11]](#footnote-11) by the EU institutions or bodies, or any multilateral development bank,[[12]](#footnote-12) on grounds comparable to Prohibited Conduct, or have been under such exclusion, enforcement action or sanction the effectiveness of which ceased no more than 5 (five) years immediately preceding the date of this Covenant.

We will immediately inform you if any instance described under (i) to (v) above in respect of us or any of the Associated Entities and Persons comes to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant at any time during the tendering process and, if successful, during the Contract.

We further declare and covenant that, if successful, neither us nor any of the Associated Entities and Persons will act in contravention of EU/United Nations sanctions during the execution of the Contract.

If applicable, we provide below the details of all convictions, exclusions or other sanctions, exclusion/sanctions proceedings, and/or enforcement actions, listed above under paragraphs (i) to (v), in respect of us or any of the Associated Entities and Persons, together with details of the measures taken, or to be taken, to ensure that no Prohibited Conduct is committed in connection with the tendering process or with the execution of the Contract (*if not applicable, please indicate not applicable in the table below*):

|  |  |  |
| --- | --- | --- |
| Name of entity | Details of disclosure | Measures taken or to be taken |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

We, or any of the Associated Entities and Persons, have paid, or will pay, the following commissions, gratuities or fees with respect to the tendering process or execution of the Contract [*insert complete name of each recipient, its full address, the reason for which each commission, gratuity or fee was paid, or will be paid, and the amount and currency of each such commission, gratuity or fee*]:

|  |  |  |  |
| --- | --- | --- | --- |
| Name of recipient | Address | Reason | Amount |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

For the duration of the tendering process and, if we are successful, for the duration of the Contract, we will appoint and maintain in office an officer who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We grant the [*name of promoter*], the European Investment Bank, and any persons appointed by it and/or any authority or European Union institution or body having competence under European Union law, the right to (i) visit the sites, installations and works, (ii) interview our representatives and any other relevant person and (iii) inspect and copy our books and records in connection with the tendering process or the Contract, and we shall require our Associated Entities and Persons with knowledge of the Contract to respond to questions from the European Investment Bank and to provide to it any information or documents necessary for the investigation of allegations of Prohibited Conduct.

We agree to preserve our books and records and ensure that the books and records of the Associated Entities are preserved generally in accordance with applicable law but in any case for at least 6 (six) years from the date of tender submission and, in the event we are awarded the Contract, at least 6 (six) years following the date of substantial performance of the Contract. We shall ensure that in any agreements with Associated Entities concerning the execution of the Contract provisions to the effect of this paragraph are included.

We acknowledge that any failure to comply with the obligations under this Covenant of Integrity (including any omission or misrepresentation, made knowingly or recklessly, of a past conviction, exclusion, other sanction or enforcement action), or any unauthorised amendment to the Covenant, may be considered a breach of the EIB Group Anti-Fraud Policy and thus result in the rejection of our tender for the Contract and/or cause the initiation of exclusion proceedings by the EIB against us and/or any of the Associated Entities and Persons.

**SIGNED by a duly authorised representative with the requisite power and authority to sign on behalf of its company and, in the case of a joint venture bid, on behalf of each member thereof:**

Date:

Name of company:

Name of signatory:

Position of signatory:

Signature:

Form TECH-6

(Continued)

ENVIRONMENTAL AND SOCIAL COVENANT

We, [*Name of lead tenderer*], shall, and shall ensure that all of our JV members and sub-contractors, if any, for [*name of the contract*] managed by [*Name of Contracting Authority*] (the “Contract”) shall, comply with all labour and health and safety laws and regulations applicable in the country of implementation of the Contract, as well as all national legislation and regulations and any obligation in the relevant international conventions and multilateral agreements on the environment which are applicable, ratified and in force in the country of implementation of the Contract.

*Labour standards*

We commit to adhere to the principles of the Fundamental Conventions of the International Labour Association (ILO)**[[13]](#footnote-13)** and in particular we explicitly pledge not to employ child labour or forced labour, in line with Standard 8 of EIB’s Environmental and Social Standards**[[14]](#footnote-14)**.

We will (i) require our sub-contractors not to employ child labour or forced labour [*and to cascade these requirements throughout their respective supply chains*]**[[15]](#footnote-15)**. We shall:

1. pay rates of wages and benefits and observe conditions of work (including working time) which are fair and not lower than those established for the trade or industry where the work is carried out and ensure that wages are paid promptly and regularly; and
2. keep complete and accurate records of employment of workers at the site.

*[for* ***works*** *contracts insert:* “*Workers relations*

We shall, in line with Standard 8 of EIB’s Environmental and Social Standards, [have in place / develop and implement] labour management policy and procedures commensurate to the size and workforce that will be applicable to the project (including a grievance mechanism in line with good international practice to address both labour and occupational health and safety considerations). We will regularly monitor and report on implementation of the grievance mechanism to [*insert name of the Contracting Authority*] including on any corrective measures deemed necessary.”]

*Occupational and Public Health, Safety and Security*

We shall:

1. comply with all applicable occupational health and safety laws in the country of implementation of the Contract;
2. develop and implement the necessary health and safety management plans and systems commensurate with the project risks and impacts, in accordance with [*in case of* ***goods, non-consulting services and works*** *insert* “the measures defined in the Project’s environmental and social management plans or equivalent and/or in the relevant studies and”] the ILO Guidelines on occupational safety and management systems[[16]](#footnote-16);
3. provide workers employed in relation to the Contract access to adequate, safe and healthy facilities as well as living quarters for workers living on-site, if relevant, in line with the EIB’s Environmental and Social Standards;
4. communicate all Occupational Health and Safety rules, instructions and signage in a language understood by the workforce;
5. provide qualified [emergency response/]first aid arrangements at all times;
6. develop and implement a code of conduct and adopt specific measures to prevent and address *inter alia* gender-based violence, sexual exploitation and human trafficking for all workers, including those of our sub-contractors;
7. use security management arrangements that are consistent with international human rights standards and principles**[[17]](#footnote-17)** where such arrangements are required for the delivery of the Contract;
8. establish procedures and systems for investigating, recording and reporting any type of accident and incident (whether they happen at the site, as well as within the Contract influence area), as a direct consequence of the implementation works or Contract activities;
9. report, investigate, document and analyse any environmental, health and safety incidents, accidents or circumstance and impact or effect arising or likely to arise therefrom, including permanent disabilities, ill-health or fatalities occurring in relation to the Contract, and take due actions to address and prevent any future similar event, keep the EIB informed of the ongoing implementation of those measures and, where required by national law, notify the relevant authorities of such occurrences and cooperate with them in this respect.

*Protection of the Environment*

We shall take all reasonable steps to protect the environment, biodiversity and ecosystems on and off the site and to limit the nuisance to people and property resulting from pollution, noise, traffic and other outcomes of the operations. [*in case of* ***goods, non-consulting services and work****s insert* “To this end, emissions, discharges to the surface, ground and marine environments and effluent from our activities will comply with the limits, specifications or stipulations as defined in *[insert name of the relevant document]*[[18]](#footnote-18) and the international and national legislation and regulations applicable in the country of implementation of the Contract.”]

*Environmental and social performance*

We shall comply with the measures prescribed to us in the Contractand any corrective or preventative actions in the annual environmental and social monitoring report or other environmental and social action plan required by the Contract, if any [*in case of* ***works*** *insert “*and submit *[insert the periodicity as indicated in the Contract, if any]* environmental and social monitoring reports to *[insert name of the Contracting Authority*]. [*in case of* ***contracts above the thresholds[[19]](#footnote-19)*** *insert* “To this end, we shall develop and implement an environmental and social management system commensurate to the size and complexity of the Contract and provide [*insert name of the Contracting Authority*] with the details of the (i) plans and procedures, (ii) roles and responsibilities and (iii) relevant monitoring and review reports. We further commit to fully cooperate with the staff of the supervision consultant, where applicable”]

Our tender price as offered for the Contract includes all costs related to our environmental and social performance obligations under the Contract. We shall:

1. reassess, in consultation with *[insert name of the Contracting Authority],* any changes that may potentially cause negative environmental or social impacts;
2. provide *[insert name of the Contracting Authority]* with a written notice and in a timely manner of any unanticipated environmental or social risks or impacts that arise during the implementation of the Contract previously not taken into account; and
3. in consultation with *[insert name of the Contracting Authority],* adjust environmental and social monitoring and mitigation and/or compensatory and/or remedy measures as necessary to assure compliance with our environmental and social obligations.

[*in case of* ***goods, non-consulting services and work****s insert:*

“*Environmental and social staff*

We shall facilitate [*insert name of the Contracting Authority*]’s ongoing monitoring and supervision of our compliance with the environmental and social obligations described above.”]

[*in case of* ***contracts above the thresholds5 for goods, non-consulting services and work****s insert:*

*“Environmental and social management team*

For this purpose, we shall appoint and maintain in office until the completion of the Contract an environmental and social management team (scaled to the size and complexity of the Contract) that shall be reasonably satisfactory to [*insert name of the Contracting Authority*] and to whom [*insert name of the Contracting Authority*] shall have full and immediate access, having the duty and the necessary powers to ensure compliance with this Environmental and Social Covenant.”]

We accord [*insert name of the Contracting Authority*] and the EIB and auditors appointed by either of them, the right to inspect all our accounts, records, electronic data and documents related to the environmental and social aspects of the current Contract, as well as all those of our JV members and sub-contractors.

**SIGNED by a duly authorised representative with the requisite power and authority to sign on behalf of its company and, in the case of a joint venture, on behalf of each member thereof:**

Date:

Name of company:

Name of signatory:

Position of signatory:

Signature:

16. Form: Authority to seek information.

The Employer and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this proposal and to seek clarification from our bankers and clients regarding any financial and technical aspects.

This letter will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information to provide such information deemed necessary and requested by Client/Contracting Authority to verify statements and information provided in this proposal or with regard to the resources, experience and competence of the Consultant.

Signature ....................................................

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

Date ..........................................

# 4.3 Financial Proposal - Standard Forms

(Applicable to both Lots)

4.3. A Financial Proposal submission form

4.3. B Summary of costs

17. Form 4.3 A

**Financial Proposal Submission Form**

***In a case of bidding for both lots, this form will be submitted separately for each lot.***

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sir/Madam,

We, the undersigned, offer to provide the consulting services for **Lot ……** *(number of Lot)*

**“Preparation of main designs for reconstruction of kindergartens in Kotor and Zabjelo, Podgorica”** in accordance with your Request for Proposal dated [*Insert date*] and our Technical Proposal.

Our attached Financial Proposal is for the amount of EUR*\_\_\_\_\_\_\_\_\_\_\_\_{Insert amount in words and figures}*, including of all indirect taxes[[20]](#footnote-20) in accordance with articles 2.13 and 2.14 of the ITC and the Data Sheet.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 2.8.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address Amount and Purpose of Commission

of Agents Currency or Gratuity

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (of Consultant’s authorized representative)

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company’s name or JV’s name):

Capacity: {insert the person’s capacity to sign for the Consultant}

Address: {insert the authorized representative’s address}

Phone/fax: {insert the authorized representative’s phone and fax number, if applicable}

Email: {insert the authorized representative’s email address}

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

18. Form 4.3 B

**Summary of Costs**

***In a case of bidding for both lots, this form will be submitted separately for each lot.***

**For Lot***……(insert number)*

**Global price: [EUR] <amount> (excluding VAT)\***

VAT: [EUR]***<****amount****>*** *(to be calculated only on national contribution)\**

Total Contract price: [EUR]***<****amount****>***

Signature (of Consultant’s authorized representative)

Note: The price shall not include VAT/indirect taxes. Only the price without VAT would be taken into consideration for the financial evaluation. The amount of VAT, if applicable, must be indicated separately based on the instructions given bellow:

\* **Financing of the project will be as follows:**

The Promoter is: **Ministry of Education, Science and Innovation of Montenegro**

The name of the Project is: **Montenegro education project (MEP).**

The project is financed by EIB Loan equal to 18.000.000 Euros in accordance with the terms and conditions of the Finance Contract (FINº 89406). Additional funds are provided by National contribution and Western Balkans Investment Framework.

The Consultancy services costs related to the Preparation of main designs for reconstruction of kindergartens in Kotor and Podgorica (Zabjelo) are financed as follows:

**Lot 1: “Poletarac” kindergarten in Zabjelo, Podgorica:**

* EIB Loan – 23, 72% (VAT at the rate 0%)
* National contribution – 49% (VAT at the rate 21%)
* Western Balkans Investment Framework – 27, 28% (VAT at the rate 0%)

**Lot 2: “Kotor” educational unit, which is a part of the public preschool institution “Radost”**

* EIB Loan – 24, 60% (VAT at the rate 0%)
* National contribution – 49% (VAT at the rate 21%)
* Western Balkans Investment Framework – 26, 40% (VAT at the rate 0%)

**EXISTING NORMATIVE SOLUTIONS THAT REGULATE THE PROCEDURE FOR EXEMPTION FROM PAYMENT OF VAT DEPENDING ON THE SOURCE OF FINANCING**

Below is given an overview of the legal and sub-legal regulations that regulate the VAT exemption procedure, the basis for the VAT exemption, as well as the power of the authorities that carry out the VAT exemption procedure depending on the source of financing (loans, donations/grant, National contribution).

**1/ Exemption from payment of VAT for projects financed from the funds of the European Union and on the basis of an international agreement concluded between Montenegro and an international financial organization (i.e. Finance Contract 89406).**

By the provision of Article 25 paragraph 1 point 12a of the Value Added Tax Act ("Official Gazette of the Republic of Montenegro", No. 65/01...04/06 and "Official Gazette of Montenegro", No. 16/07... 46/19, "Official Gazette of Montenegro", No. 65/22, 140/22, 3/23) stipulates that VAT is paid at a rate of 0% on the delivery of products, i.e. services performed in accordance with the loan agreement i.e. a loan, concluded between Montenegro and an international financial organization, i.e. another country, as well as between a third party and an international financial organization, i.e. another country in which Montenegro appears as a guarantor, in the part financed with the obtained funds, if that contract stipulates that tax costs will not be paid from the received funds. Also, the Rulebook on the procedure for exempting investors from paying value added tax and the delivery of certain products and services ("Official Gazette of Montenegro", no. 17/15, 68/15, 80/22) prescribes the conditions, method and procedure for exercising the right on exemption from paying VAT, on the delivery of products and services performed in accordance with the loan agreement. Article 10 of the Rulebook stipulates that the decision on exemption from payment of VAT for the delivery of products and services made in accordance with the credit agreement, that is, the loan, is made by the Revenue and Customs Administration, based on the request of the user of funds. Therefore, in accordance with the existing legal regulations, the Revenue and Customs Administration issues a decision determining the payment of VAT at the rate of 0% exclusively on funds secured by a loan from an international financial organization, that is, another state.

**2/ Exemption from payment of VAT for projects financed from the funds of the European Union and on the basis of an international agreement, i.e. a donation agreement**

Exemption from payment of VAT for projects financed from the funds of the European Union and on the basis of an international agreement, i.e. a donation agreement, is carried out on the basis of a certificate of exemption from payment of VAT, issued by the state administration authority responsible for the implementation of the project. Article 25 paragraph 1 point 12 of the Law on Value Added Tax prescribes that VAT is paid at a rate of 0% on the delivery of products or services when an international agreement or a donation agreement stipulates that tax costs will not be paid from the received funds. Also, the provision of Article 13e of the Rulebook on the procedure for exempting investors from paying value added tax and the delivery of certain products and services stipulates that the importer, supplier of products, service provider, i.e. beneficiary of donations (international organization or legal/physical person, i.e. other form of economic activity activities) in order to exercise the right to exemption from paying VAT, when this is provided for in an international agreement, encloses a certificate from the state administration body responsible for the area for which the project is being implemented.

**3/ Payment of VAT for projects financed from the national funds**

Funds used from other sources of financing according to the existing legislation are not exempted from paying VAT.

**PROCEDURE FOR VAT EXEMPTION**

When submitting a request for exemption from paying VAT to TAX authority, it is needed to submit the documentation prescribed by Article 10 paragraph 3 of the Rulebook on the procedure for exempting investors from paying value added tax and the delivery of certain products and services, namely:

1. Credit or loan agreement concluded with the European Investment Bank (in the original or a copy certified by a notary, as well as a translation in the Montenegrin language by a permanent court interpreter - certified by a notary);

2. Confirmation by the state administration authority responsible for foreign affairs and European integration that the loan or credit agreement is being applied (in the original or a copy certified by a notary);

3. Contract on the delivery of products and services (in the original or a copy certified by a notary), as well as a translation in the Montenegrin language by a permanent court interpreter certified by a notary.

In addition to the above-mentioned documentation, it is necessary to submit the invoice of the product supplier or service provider, which serves as proof of the value of the delivered products or services, and for which amount VAT payment at the rate of 0% should be determined. This is due to the fact that the Revenue and Customs Administration issues a decision determining the payment of VAT at a rate of 0% only on the delivered products, i.e. the provided services resulting from the contractual relationship, and not on the total contracted amount, all in accordance with the provisions of Article 12 and 13 of the Rulebook on the procedure for exempting investors from paying value added tax and the delivery of certain products and services, and in connection with the provision of article 25 paragraph 1 point 12a of the Law on value added tax.

Since it is a complex way of financing (the sources of financing are: loans, grants and funds from the current and capital budgets), the Ministry of Education, as the beneficiary of funds, must state exactly which sources of financing are used for delivered products/provided services. If different sources of financing (loan, grant and funds from the current and capital budget) are used for the payment according to the submitted pro-invoice of the product supplier or service provider, it is also necessary to indicate how much of the total amount provided for payment is determined from the loan funds, how much from the grant, and how much from the budget. In this regard, for the amount of funds used from the loan, it is necessary to submit a request for exemption from paying VAT to the Revenue and Customs Administration as the competent authority, for the amount of funds used from donations/grants, it is necessary to submit a request for the issuance of a certificate for exemption from the payment of VAT to the state administration body responsible for the implementation of the mentioned project (i.e. Ministry of Education), while the payment of VAT at the rate of 21% should be determined for the funds used from the budget.

# Section 5. Terms of Reference

(Applicable to both Lots)

1. **Background information**
   1. **Introduction**

The Ministry of Education, Science, and Innovation of Montenegro is seeking the services of a consultant to develop an architectural design for reconstruction works of existing kindergartens in Kotor and Zabjelo, Podgorica.

The project is financed by EIB Loan equal to 18.000.000 Euros in accordance with the terms and conditions of the Finance Contract (FINº 89406). Additional funds are provided by National contribution, Western Balkans Investment Framework and Bilateral Donors Group.

The Promoter intends to apply a portion of the funds to eligible payments under the contract for which this Request for Proposal document is issued.

* 1. **Project background**

School and education buildings, much like other public buildings in Montenegro, have suffered from a lack of funding and investment for maintenance, which has been compounded by disrepair and other structural deficiencies, causing school and education buildings to fall into a very poor condition state. Leaking roofs, broken windows and poor build quality from the 1970s, 1980s or earlier has over time also caused the building fabric to deteriorate, impacting energy use and the well-being of the building’s occupants as well as increasing energy costs. The project is intending to address the poor state of some of the affected buildings in the pre-primary and vocational levels through a package of renovation measures that will also seek to significantly improve energy efficiency of those buildings.

In some of the cases, the lack of maintenance over a number of years led to structural damage and concern over the building’s continuing structural stability.

Furthermore, the project supports Montenegro’s aim to improve the energy efficiency in its public buildings, notably education buildings, as this is widely recognized that they are among the higher consumers of energy in the country.

Moreover, the project is aligned to efforts in countries of the Western Balkan region to reduce energy consumption through energy efficiency measures as countries in this region consume energy by a factor of three to four times more than the EU average; therefore, investments in energy efficiency will have significant impact in reducing CO2 emissions.

Also, such investments to improve the provision of education provides large returns, both in the lifelong development of the individual child and for the human, social and cognitive capital of the country. For instance, early childhood learning can improve learning outcomes at later stages of schooling and can reduce rates of early school leaving. In economic terms, it can help increase productivity, enable women’s inclusion in the labour market and reduce public expenditure down the line on unemployment and poverty alleviation. The Statistical Office of Montenegro (MONSTAT) reports an increase in the number of children enrolled in pre-primary education from 23080 in 2019/2020to 24663in 2022/2023and a decrease in the number of pre-primary units from 170 to 159. In2022/2023, 47, 5% of the enrolled students were girls and 52, 5 % were boys.

Montenegro has historically enjoyed high enrolment and attendance rates in primary and secondary education. Net attendance rates are high, with over 96% for primary school and 88% for secondary school for the general population. Yet, in 2022 Programme for International Student Assessment (PISA), students in Montenegro scored lower than the OECD average for all subjects. Between 40% and 50% of students in Montenegro are ranked as lacking functional literacy (below level 2) in the three different subject areas, indicating more investments are needed to improve the quality of basic education. In all three subjects, PISA 2022 average scores were also below those observed in 2015. When considering all PISA assessments conducted since 2009, mathematics and reading results describe an arc – an steady increase in performance up to 2015 or 2018, followed by a relatively steep drop over the most recent period, which brought mean performance in 2022 close to the level of 2009.

1. **Objectives of the Assignment** 
   1. **Overall objective**

A good level of education and a good quality of education accessible to all are essential for the economic, social and intellectual development of a country. In a country like Montenegro, the role of education is even more important for improving the living conditions and economic and social opportunities of young populations.

By contributing to the modernisation of education sector and adaptation of school infrastructures to new changes in local demand, the project aims to improve the quality of education in Montenegro, and to a better allocation of resources.

* 1. **Specific Objectives**

The project component focuses on the reconstruction of kindergartens in Kotor and Zabjelo, with the primary goal of improving conditions for both users and the working environment for staff members.

The specific objectives assigned to the Consultant involve preparation of technical documentation essential for the successful modernization and reconstruction of the designated facilities.

1. **Assumptions & Risks**

**3.1 Assumptions underlying the project.**

* This tender is issued under the assumption that a sufficient number of qualified consultants for preparation of architectural design within the estimated budget will be received.
* All necessary approvals and certifications/permits are obtained as well as positive auditor’s report.
* Full commitment, support and close cooperation between the Ministry of Education, science and innovation, Capital Projects Administration, Consultant regarding the project implementation activities.
* Achieved alignment and agreement among all stakeholders, including local authorities, and any other relevant parties, regarding the design goals and features of the kindergartens.
* The site conditions are as expected, with no significant environmental issues, soil problems, or other unforeseen challenges that could impact the design preparation/reconstruction process.
* Availability of the project and technical documentation regarding current state of the buildings is provided.
* The designed space meets the educational needs of the kindergarten, including classrooms, play areas, administrative spaces, and other essential facilities.
* The approvals and authorizations for carrying out reconstruction works are duly provided by the relevant authorities.
* The envisaged services are performed according to the assumed time schedule, budget and quality.

**3.2 Risks**

* No offers received in response to the Invitation to tender (i.e Procurement of services: Preparation of main design for kindergartens in Kotor and Podgorica (Zabjelo);
* Insufficient cooperation of relevant stakeholders;
* Delays in obtaining approvals from the relevant state institutions;
* Delays in the implementation of the assignment caused by a lack of data/information and/or inaccuracy.
* Delays in the approval of reports and deliverables, resulting in delays in the assignment’s implementation.
* Unfavourable research results (e.g. stability of the building, bearing capacity of the soil) that could affect the budget and the planned deadline for the development of the main design.
* Changes in zoning regulations, or other legal requirements during the design or construction phase that may necessitate adjustments and potentially impact the project timeline and budget.
* Risks associated with coordinating various stakeholders, including consultant’s local authorities, to ensure effective communication and collaboration throughout the project.

1. **Scope of Consulting services and expected results.**
   1. **General requirements**

The Promoter is seeking the expertise of a consultant tasked with development of an architectural design to adapt existing constructions to accommodate the specific requirements of two kindergartens:

-Preparation of the main design with a conceptual design for reconstruction and upgrading of the the Lot 1-“Poletarac” kindergarten in Zabjelo, Podgorica and Lot 2-“Kotor” educational unit, which is a part of the public preschool institution “Radost”.

Subject of these terms of reference is:

**- Survey of existing buildings:** to survey the current state of the building and all the service utilities installed. Special attention should be paid to the parts of the building that require demolition, as well as to the structure that are subject to reconstruction and will eventually be exposed to a greater load.

- **Design Services:** to undertake preparation of conceptual and main design, and to provide any other relevant the technical documentation related to the designing process.

- **Budget:** to be liaised with the Promoter and the Project Implementation Unit, in order to ensure that overall funding envelope is based on the accurate quantities and unit prices including if needed detailed justification of estimates. Especially taking into account the situation in which the choice of one of the solutions can affect the budget.

**- Technical support:** To assist during the procurement phase related to the works contract: Reconstruction of the kindergartens in Kotor and Zabjelo. The consultant will assist in answering the questions raised during the period of preparation of offers.

The goal of the future reconstruction of the existing buildings is their adjustment to the needs of the Promoter and users, new standards and requirements for the construction of a modern preschool educational institution. The reconstruction should result in a modern image of the facility and smooth functioning of the kindergartens.

While developing the design the consultant should comply with the regulations given in the **Appendix 1 Technical part** which contains detailed description of the facilities and urban technical conditions.

Integral part of the project is reaching a coordinated agreement on the demolition and removal of existing constructions, installations and materials, which shall be dropped off and not used in the new construction, as well as on their transportation to a designated and allowed place.

This is especially important for the kindergarten in Kotor, considering the possibility that the existing building will be out of order during the reconstruction period.

**4.2 General principles**

The Consultant should present the Project subject of the services by complying with the requirements given under the Appendix 1: TECHNICAL PART OF THE ToR.

The consultant should also comply with the following principles with regard to the way of executing the assignment subject of the consulting services (which do not exhaust everything that’s necessary).

* Environmental and Social Policies

The EIB aims to add value by enhancing the environmental and social sustainability of all the projects that it is financing and as such all projects must comply with the environmental and social requirements of the Bank. The promoters are responsible for preparing, implementing and operating projects financed by the Bank and for the fulfilment of Bank environmental and social requirements.

Therefore the Consultant is encouraged to contribute to the protection of the environment, human well-being, human rights, gender equality, combating climate change and promotion of sustainable development, whilst ensuring that they comply with the core policy principles as set in the Guide to procurement for projects financed by the EIB. Tenderers and (sub-) contractors are required to comply with applicable labour laws and national and international standards of health and safety, including those contained in any relevant International Labour Organization (ILO) conventions and international standards and agreements on environmental protection. The Bank's environmental and social policies are available on the Bank's website.[[21]](#footnote-21)

* Measurements

The measurements are to comply with the Montenegro laws and regulations, respecting the international technical standards (ISO).

* Technical specifications

The technical specifications are to be prepared in accordance with the EIB requirements, shall not include trademarks and models and shall be compiled in such a way as to provide the minimum or optimal and specified requirements to parameters, technologies and materials, including environmental ones.

The technical specifications should be in accordance with the Montenegrin design and construction laws and regulations, the international technical standards (ISO).

* Drawings

A list of drawings must be prepared.

Drawings are to be prepared in line with instructions given under the Appendix 1: TECHNICAL PART OF THE ToR.

* 1. **General requirements with regard to dossier submission form**

The Consultant shall submit the Results subject of the Assignment as described in the APPENDIX 1-TECHNICAL PART OF THE ToR:

The Main Design shall be packed in A4 format. Technical documentation shall be prepared in Montenegrin and English. The Contractor shall be obliged to provide the Contracting Authority with 3 (three) copies of the project documentation in analogue form, bilingual (in Montenegrin and English), and 8 (eight) in digital form, out of which 7 (seven) digital versions shall be protected, while one shall be intended for the needs of the Contracting Authority and must mandatory contain the following: a unified Bill of Quantities and Preliminary Cost Estimate for all phases (1 file) in Excel format (font “Arial”, font size 12) marked and graphic attachments in AutoCad format, including a **3D overview of the facility**.

The digital form of the documentation must contain all graphic and textual appendices that must correspond to the appendices of the documentation submitted in analogue form. The Bill of Quantities in digital form must comply with the Law on Public Procurement (“Official Gazette of Montenegro”, No. 742/19)

For the purposes of preparing the tender dossier for works contract, it is necessary to submit one electronic document (USB key) per kindergarten consisting of four folders which includes only English version:

* Folder 1: Technical specifications (Word format)
* Folder 2: Bill of quantities (Excel format excluding prices)
* Folder 3: Drawings (Pdf format)
* Folder 4: Priced bill of quantity (Excel format)

Each phase submitted by the Consultant and approved by the Client and the authorities specified by the law and legislative framework in Montenegro shall form the basis for the elaboration of the subsequent phase.

BoQ shall not include trademarks and models and shall be compiled in such a way as to provide the minimum or optimal and specified requirements to parameters, technologies and materials, including environmental ones.

All the experts involved in the preparation of the design must sign Declarations of objectivity and confidentiality.

* 1. **Scope of the Consulting Services**

Detailed description of the Consulting services is given under the Appendix 1: TECHNICAL PART OF THE ToR.

* 1. **Expected outputs to be achieved by the Consultant.**

In addition to the outputs given under Appendix 1: TECHNICAL PART OF THE ToR the Consultant shall provide the technical support by answering to the requests for clarification raised during the bid preparation phase linked to the Invitation to tender for construction of kindergartens in Kotor and Zabjelo.

1. **Reports and Time Schedule**

**5.1 Reporting and Communications**

The consultant shall report to the Ms. Vesna Krivokapic, Head of the Office for coordination and implementation of capital budget projects and project loans within the Ministry of Education, Science and Innovation

**5.2 Reporting requirements**

During the implementation of this contract the Consultant shall prepare and submit the following reports:

* **Inception Report** is to be submitted three weeks after signing the Contract. This report is to include precise assessment and initial overall planning of the services and draw attention to any problems identified by the Consultant and proposals to overcome these problems. A report on the existing conditions of the facilities will be attached as an annex to the Inception report.
* **Monthly progress report** is to be submitted each month after issuance of Inception Report.
* **Final report:** The final report will be submitted after issuance of the auditor’s positive report (pozitivan izvjestaj revidenta). The final report must be provided along with the corresponding invoice.

The final report shall contain a detailed retrospection of the project, analysis of the results, outputs and achievements of the project, a critical study of any major problems, which have appeared, recommendations to overcome these problems in future. Conclusions and recommendations should be highlighted in an executive summary of no more than two pages. Moreover, the reports shall include all matters that should be considered by the beneficiary in future operation and maintenance of the completed building.

**Note:** The above reports shall also contain a detailed analysis of the results, output and achievements of the project, a critical study of any major problems, which have arisen, and recommendations to overcome these problems in the future. When any project activity has not been implemented to the quality expected or in the timeframe expected, this report will state this, identify the cause(s) and state the remedial action taken.

**5.3 Submission & approval of reports**

The project will be implemented by the Ministry of Education, Science, and Innovation as the Contracting Authority.

All reports, prepared both in English and Montenegrin language, are to be submitted in one hard copy and by e mail to the following addresses:

|  |  |
| --- | --- |
| Contracting Authority | Ministry of Education, Science and Innovation |
| Representative | Vesna Krivokapić |
| Address | Vaka Đurovića b.b, 81000 Podgorica, Montenegro |
| Fax | +382 020 410 100 |
| E-mail | vesna.krivokapic@mpni.gov.me |

The project manager identified in the contract is responsible for approving the reports. In the absence of comments or approval by the project manager within the 2 weeks the reports are deemed to be approved.

The МоЕSI is responsible for all procedural aspects of tendering process, contracting matters and financial management, including payment of service activities, managing and implementing the project under which this contract is financed.

1. **Requirements**

**6.1 Staff**

Note that civil servants and other staff of the public administration, of the partner country or of international/regional organisations based in the country, shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

The Consultant shall provide adequate staff in terms of expertise and time allocation, as well as needed equipment in order to complete the activities required under the Appendix 1 to the ToR and to achieve the overall and the specific objectives of the project in terms of time, costs, and quality.

At the proposal submission stage, the Consultant may propose Key Experts with national licenses, if available. If the Consultant proposing foreign experts, those Key Experts must possess licenses/ certificates/ equivalent licences issued by the official national institution of their country.

For the Lot – 2 kindergarten Kotor, one of the proposed experts must have “Conservation license for the preparation of conservation projects and/or implementation of measures on immovable and/or movable cultural assets and/or preparation of studies for the protection of cultural heritage” as prescribed by the “Rulebook on detailed conditions and method of issuing, termination of validity and withdrawal of the conservatory license, as well as the content and method of keeping the register of issued conservatory licenses" (Official Gazette of Montenegro", no. 012/18 from 23.02.2018, 102/20 from 16.10.2020)

In case that the Consultant wins the tender, the Key Experts proposed by the Consultant shall apply for the respective licenses in accordance with the relevant legislation of Montenegro for the type of works to be supervised, particularly related to the activities of spatial development and construction of structures as prescribed by the Law on Spatial Planning and Construction of Structures (Official Gazette of Montenegro, No. 064/17, 044/18, 063/18, 011/19, 082/20 and 4/2023).

The licences will be sought only from the winning bidder and the winning bidder will be provided sufficient time to obtain such licenses and will not be penalised for delays which are not their responsibility.

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

**6.1.1. Key experts**

Key experts have a crucial role in implementing the contract. These terms of reference contain the required key experts’ profiles. The tenderer shall submit CVs and statements of exclusivity and availability for all key experts. The tenderer must provide **documentary proof** for the key experts proposed.

This includes copies of the diplomas referred to in the CV and employers’ certificates or references proving the professional experience stated in the CV. Only diplomas and experience supported by documentary proof should be taken into account.

The indicative staffing structure is as follows:

| **Number** | **Title** | **Function** | **Quantity** |
| --- | --- | --- | --- |
| 1 | Team Leader  (As part of the key staff list) | To act as design project Team Leader | 1 |
| 2 | Deputy Team Leader (As part of the key staff list) | To be responsible to the Team leader for architectural design of building and landscape. | 1 |

**Key Expert 1: Team leader**

The Team Leader (TL) will be tasked with the overall coordination of the assignment, including, but not limited to, coordination of experts so as to ensure that the inputs of experts are available at the time when they are required, allocation of tasks within the team, liaison with the counterparts, develop the work plan, revision of outputs, provision of technical direction and submission of deliverables within the prescribed budget and time limits (e.g. Reporting). The TL will be responsible for all activities under the Service Contract.

Qualifications and skills

* At least University Degree in civil engineering or architecture with at least qualification level VII 1[[22]](#footnote-22). ISCED 7: Master’s or equivalent level
* Good working knowledge in the English language, (knowledge of the local language will be considered as advantage);
* Computer skills are mandatory.

General professional experience

* At least 15 (fifteen) years of post-graduate professional experience in the field of civil engineering or architecture, out of which minimum 5 (five) years of professional experience was gained on preparation of architectural design.

Specific professional experience

* Experience in at least 1 (one) project in the previous 5 (five) years (counted backwards from the deadline for tender submission), which refers to:
* one of the first three awards achieved at international architectural competitions or
* preparation of main design for projects such as construction, reconstruction or adaptation;

It must refer to buildings designed for needs of state bodies, local government bodies, health care, educational, scientific, cultural, sports and social welfare structures.

Documentary evidence is a letter from the contracting authority or, in the case of a competition, a notice of the outcome of the competition.

**Key experts 2: Deputy Team Leader**

The Chief Architect will be responsible for the day-to-day supervision of services provided by the Consultant.

Qualifications and skills

* At least University Degree in civil engineering or architecture with at least qualification level VII 1[[23]](#footnote-23). ISCED 7: Master’s or equivalent level
* Good working knowledge in the English language, (knowledge of the local language will be considered as advantage);
* Computer skills are mandatory.

General professional experience

* At least 7 (seven) years of professional experience, in the civil engineering or architecture, out of which minimum 5 (five) years of experience as designer of building’s construction/refurbishment/adaptation.

Specific professional experience

* Experience as a designer and certified engineer in at least 1 (one) service contract related to the construction/reconstruction/adaptation of buildings similar[[24]](#footnote-24) to or larger than what is covered by this contract, in the previous 5 (five) years (from the deadline for tender submission).

**At least one of the two experts offered must be an architect.**

The key experts proposed in this tender must not be part of any other tender submitted for this tender procedure. They must therefore commit themselves exclusively to the tenderer. This requirement also applies to multiple lots; if a proposal is submitted for both lots, the same experts cannot be included in each of them.

The Key Experts must fulfil the minimum requirement for all of the criteria. If any of the Key Experts do not fulfil the minimum requirements in any of the criterion after the revised assessment (that takes place after the interviews, if any) the offer should be rejected.

At the moment of proposal submission, all Key experts shall have a professional licence(s), in accordance with the laws of their country. Immediately after the Contract signing all Key experts must obtain a professional licence(s) in accordance with relevant legislation of Montenegro.

**6.1.2 Non-key experts**

CVs for Non-Key Experts should not be submitted as a part of the Proposal, but the Consultant will have to demonstrate in their offer that they have access to experts with the required profiles.

The Consultant must clearly indicate the NKE’s profile and selected NKEs must be subject to approval by the Contracting Authority before the start of their implementation of tasks.

The required profiles of the non-key experts for this contract are as follows, but not limited to:

| **Title** | **Function** | **Quantity** |
| --- | --- | --- |
| Graduate Civil Engineer - Structural Engineer | Manages the preparation of part of the technical documentation - construction project | 1 |
| Graduate Civil Engineer – traffic engineer | Manages the preparation of part of the technical documentation - traffic | 1 |
| Graduate Mechanical Engineer | Manages the preparation of part of the technical documentation - heating and air-conditioning | 1 |
| Graduate Electrical Engineer – Energetic Engineer | Manages the preparation of part of the technical documentation - High voltage electrical installations | 1 |
| Graduate Electrical Engineer - Electronic Engineer | Manages the preparation of part of the technical documentation - Low voltage electrical installations | 1 |
| Land surveyor | Licensed professional for the preparation of the geodetic work | 1 |
| Environmental and health and safety | Licensed professional for the preparation of the project/elaboration of the environmental impact assessment | 1 |
| Graduated Landscape Architecture Engineer | Licensed professional for the preparation of the landscape architecture project | 1 |
| Other designers, if any (To be defined by the Consultant) | (To be defined by the Consultant) |  |

**Qualifications and skills of Non Key experts**

* At least University Degree with at least qualification level VII 1. The diploma will be within the field determined by the law for the type of activity for which the expert is proposed.
* Working knowledge of the English language, both spoken and written (knowledge of the local language will be considered as advantage);
* Computer skills are mandatory.

**General professional experience**

* At least 5 years of professional experience in the field of the required expertise.

**Specific professional experience**

* At least 1 (one) contract in preparation of Conceptual/Main design, according to the position they are proposed for, completed in the previous 5 (five) years (counted backwards from the deadline for submission of proposals).

At the moment of approval by the Contracting Authority must have a professional licence(s) in accordance with relevant legislation of Montenegro.

**6.1.3 Support staff & backstopping**

The Service Contractor should identify and describe in his offer the arrangements for the provision of the support staff and backstopping facilities.

Backstopping costs for logistical and management support of the team must be included in the global price.

A Project Director, at his usual work place, will be responsible for the backstopping and overall coordination of the project. The Project Director must be highly experienced in the management of similar projects and will be responsible for regular liaison with the Contracting Authority, the project team, and other relevant actors so as to ensure that the project is being implemented smoothly and that any problems are rapidly resolved as well as for the quality assurance of the project outputs.

The Service Contractor shall describe in the offer the system of quality assurance to be applied and if applicable how the head office will support the experts on site with all required logistic and technical support.

The costs for backstopping and support staff, as needed, are considered to be included in the tenderer's financial offer.

**6.1.4 Office accommodation**

The Consultant must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely manner. Any cost of the office is to be included in the financial proposal.

The Place of Service is foreseen to be at the Consultant’s Office in Montenegro.

**6.1.5 Equipment**

The Consultant will provide at its own expense equipment and supplies, such as, but not limited to: additional or portable computers, vehicles, mobile phones, measuring instruments, stationary, fuel, etc. as required to complete the task successfully. No equipment is to be purchased on behalf of the Contracting Authority as part of this Service Contract or transferred to the Contracting Authority at the end of this contract.

**6.1.6 Professional Indemnity Insurance and Consultant’s liability**

The Consultant shall take out, maintain and submit to the Contracting Authority proof of Professional Indemnity Insurance covering his liabilities under the contract within 20 days of signing the contract and shall continue to provide proof as required by General Conditions for Service Contracts clause 24.1.

The consultant shall be financially liable against the Contracting Authority in particular for additional costs are incurred during the works, caused by the inadequate designs carried out by the Consultant;

**6.1.7 Copyright**

The copyright of all the outputs produced within the context of this contract will be the property of the Contracting Authority. The Consultant shall not use any of the outputs produced via this contract for commercial, private and/or any other purposes.

1. **MONITORING AND EVALUATION**

**7.1 Definition of indicators**

-Consultant’s reports approved by the Contracting authority.

-A positive audit report (pozitivan izvjestaj revidenta) was issued, as well as permits for the commencement of works.

-Successful completion of works contract.

**APPENDIX 1-TECHNICAL PART OF THE ToR**

**LOT - 1**

**TECHNICAL PART OF THE ToR**

**“POLETARAC” KINDERGARTEN IN ZABJELO, PODGORICA**

FOR DRAFTING THE MAIN DESIGN WITH THE PRELIMINARY DESIGN FOR RECONSTRUCTION AND UPGRADE OF THE “POLETARAC” KINDERGARTEN IN ZABJELO, PODGORICA, ON URBAN PLOT UP33 IN THE SCOPE OF THE DETAILED URBAN PLAN (DUP) SECTION FOR “RESIDENTIAL COMMUNITY VI OLD TOWN” - AMENDMENTS

**TERMS OF REFERENCE**

[Section 1. Instructions to Consultants 4](#_Toc168575731)

[1. Introduction 4](#_Toc168575732)

[2. Preparation of Proposals 6](#_Toc168575733)

[3. Submission, Receipt, and Opening of Proposals 8](#_Toc168575734)

[4. Proposal evaluation 9](#_Toc168575735)

[5. Negotiations 10](#_Toc168575736)

[6. Award of Contract 11](#_Toc168575737)

[Section 2. Data Sheet 13](#_Toc168575738)

[Section 3 Evaluation Criteria 21](#_Toc168575739)

[1. Eligibility and Qualification Criteria 22](#_Toc168575740)

[1. Evaluation of the Technical Proposal 25](#_Toc168575741)

[Section 4 - Proposal Forms 30](#_Toc168575742)

[1.Proposal Submission Letter 31](#_Toc168575743)

[2.Power of Attorney 34](#_Toc168575744)

[3. Form ELI – 1.1 35](#_Toc168575745)

[4. Form ELI – 1.2 36](#_Toc168575746)

[5. Form CON – 1 37](#_Toc168575747)

[6. Form FIN – 3.1 39](#_Toc168575748)

[7. Form FIN – 3.2 41](#_Toc168575749)

[8. Form EXP – 4.2(a) 42](#_Toc168575750)

[9. Form EXP – 4.2(a) (cont.) 44](#_Toc168575751)

[4.2 Technical Proposal - Standard Forms 45](#_Toc168575752)

[10. Form TECH – 1 46](#_Toc168575753)

[11. Form TECH – 2 47](#_Toc168575754)

[12. Form TECH -3 47](#_Toc168575755)

[13. Form TECH -4 48](#_Toc168575756)

[14. Form TECH -5 51](#_Toc168575757)

[15. Form TECH-6 COVENANTS 52](#_Toc168575758)

[16. Form: Authority to seek information. 59](#_Toc168575759)

[4.3 Financial Proposal - Standard Forms 60](#_Toc168575760)

[17. Form 4.3 A 61](#_Toc168575761)

[18. Form 4.3 B 63](#_Toc168575762)

[Section 5. Terms of Reference 67](#_Toc168575763)

[1. INTRODUCTION 84](#_Toc168575764)

[1.1. Basis for Preparation of Technical Documentation 84](#_Toc168575765)

[2. CURRENT CONDITION DESCRIPTION 85](#_Toc168575766)

[3. TERMS OF REFERENCE FOR DRAFTING THE MAIN DESIGN AND LANDSCAPING WITH A PRELIMINARY DESIGN 86](#_Toc168575767)

[3.1. Subject of the Terms of Reference 86](#_Toc168575768)

[3.2. Objective and Purpose of Preparing Technical Documentation 87](#_Toc168575769)

[3.3. Location Description 87](#_Toc168575770)

[3.4. Elements to Design 88](#_Toc168575771)

[3.4.1. Functional Aspects 88](#_Toc168575772)

[3.4.2. Structural System 88](#_Toc168575773)

[3.4.3. Energy Efficiency 89](#_Toc168575774)

[3.4.4. Materialization 90](#_Toc168575775)

[3.4.5. Landscaping of the Preschool Institution 90](#_Toc168575776)

[3.4.6. Review of rooms in the preschool institution 91](#_Toc168575777)

[4. TERMS OF REFERENCE FOR THE MAIN DESIGN OF MECHANICAL INSTALLATIONS 94](#_Toc168575778)

[4.1. Thermal-Technical Installations Design 94](#_Toc168575779)

[4.2. Design for Fire Extinguishing Installations – Sprinkler Installations 94](#_Toc168575780)

[5. TERMS OF REFERENCE FOR THE MAIN DESIGN OF ELECTRO-TECHNICAL INSTALLATIONS OF STRONG CURRENT 95](#_Toc168575781)

[5.1. Electricity supply of the facility 95](#_Toc168575782)

[5.2. Backup Power Supply 95](#_Toc168575783)

[5.3. Lighting and Devices 96](#_Toc168575784)

[5.4. Lightning Protection Installation and Grounding 97](#_Toc168575785)

[5.5. Potential Equalization Installation 97](#_Toc168575786)

[5.6. EMP Automation Installations 97](#_Toc168575787)

[6. TERMS OF REFERENCE FOR THE MAIN DESIGN OF ELECTRO-TECHNICAL INSTALLATIONS OF WEAK CURRENT 97](#_Toc168575788)

[6.1. Fire Alarm System and Anti-burglary System 97](#_Toc168575789)

[6.2. Structured Cabling System (SCS) and Telephony 98](#_Toc168575790)

[6.3. Video Surveillance System 98](#_Toc168575791)

[6.4. Sound System 98](#_Toc168575792)

[6.5. Electrical Outlets and Power Supply for Technical Equipment Consumers 99](#_Toc168575793)

[7. TERMS OF REFERENCE FOR THE MAIN DESIGN OF WATER SUPPLY AND SEWERAGE SYSTEM 99](#_Toc168575794)

[7.1. Hydro-Technical Installations 99](#_Toc168575795)

[7.1.1. Water Supply and Hydrant Network 99](#_Toc168575796)

[7.1.2. Fecal Sewage System 100](#_Toc168575797)

[7.1.3. Stormwater Sewage 101](#_Toc168575798)

[7.2. Sanitary Devices, Equipment, and Accessories 101](#_Toc168575799)

[8. SPECIFIC REQUIREMENTS 101](#_Toc168575800)

[8.1. Content of Project Documentation 101](#_Toc168575801)

[8.2. Conditions for Processing Technical Documentation 102](#_Toc168575802)

[8.3. Technical Conditions for Works Performance 103](#_Toc168575803)

[8.4. Final Provisions 104](#_Toc168575804)

[8.5. Legal Regulations 104](#_Toc168575805)

[1. INTRODUCTION 108](#_Toc168575806)

[1.1. Basis for Preparation of Technical Documentation 108](#_Toc168575807)

[2. CURRENT CONDITION DESCRIPTION 109](#_Toc168575808)

[3. TERMS OF REFERENCE FOR DRAFTING THE MAIN DESIGN AND LANDSCAPING WITH A PRELIMINARY DESIGN 110](#_Toc168575809)

[3.1. Subject of the Terms of Reference 110](#_Toc168575810)

[3.2. Objective and Purpose of Preparing Technical Documentation 110](#_Toc168575811)

[3.3. Location 111](#_Toc168575812)

[3.4. Elements to Design 111](#_Toc168575813)

[3.4.1. Functional Aspects 112](#_Toc168575814)

[3.4.2. Structural System 112](#_Toc168575815)

[3.4.3. Energy Efficiency 112](#_Toc168575816)

[3.4.4. Materialization 114](#_Toc168575817)

[3.4.5. Landscaping of the Preschool Institution 114](#_Toc168575818)

[3.4.6. Overview of the premises of the preschool institution 114](#_Toc168575819)

[4. TERMS OF REFERENCE FOR THE MAIN DESIGN OF THERMAL-TECHNICAL INSTALLATIONS 117](#_Toc168575820)

[4.1. Thermal-Technical Installations Design 117](#_Toc168575821)

[4.2. Design for Fire Extinguishing Installations – Sprinkler Installations 117](#_Toc168575822)

[5. TERMS OF REFERENCE FOR THE MAIN DESIGN OF ELECTRO-TECHNICAL INSTALLATIONS OF STRONG CURRENT 118](#_Toc168575823)

[5.1. Electricity supply of the facility 118](#_Toc168575824)

[5.2. Backup Power Supply 118](#_Toc168575825)

[5.3. Lighting and Devices 119](#_Toc168575826)

[5.4. Lightning Protection Installation and Grounding 120](#_Toc168575827)

[5.5. Potential Equalization Installation 120](#_Toc168575828)

[5.6. EMP Automation Installations 120](#_Toc168575829)

[6. TERMS OF REFERENCE FOR THE MAIN DESIGN OF ELECTRO-TECHNICAL INSTALLATIONS OF WEAK CURRENT 120](#_Toc168575830)

[6.1. Fire Alarm System and Anti-burglary System 120](#_Toc168575831)

[6.2. Structured Cabling System (SCS) and Telephony 121](#_Toc168575832)

[6.3. Video Surveillance System 121](#_Toc168575833)

[6.4. Sound System 121](#_Toc168575834)

[6.5. Electrical Outlets and Power Supply for Technical Equipment Consumers 122](#_Toc168575835)

[7. TERMS OF REFERENCE FOR THE MAIN DESIGN OF WATER SUPPLY AND SEWERAGE SYSTEM 122](#_Toc168575836)

[7.1. Hydro-Technical Installations 122](#_Toc168575837)

[7.1.1. Water Supply and Hydrant Network 122](#_Toc168575838)

[7.1.2. Fecal Sewage System 123](#_Toc168575839)

[7.1.3. Stormwater Sewage 124](#_Toc168575840)

[7.2. Sanitary Devices, Equipment, and Accessories 124](#_Toc168575841)

[8. SPECIFIC REQUIREMENTS 124](#_Toc168575842)

[8.1. Content of Project Documentation 124](#_Toc168575843)

[8.2. Conditions for Processing Technical Documentation 125](#_Toc168575844)

[8.3. Technical Conditions for Works Performance 126](#_Toc168575845)

[8.4. Final Provisions 127](#_Toc168575846)

[8.5. Legal Regulations 127](#_Toc168575847)

[Section 6. Contract Form 128](#_Toc168575848)

[I. Form of Contract 130](#_Toc168575849)

[I. General Conditions of Contract 133](#_Toc168575850)

[A. General Provisions 133](#_Toc168575851)

[B. Commencement, Completion, Modification and Termination of Contract 136](#_Toc168575852)

[C. Obligations of the Consultant 140](#_Toc168575853)

[D. Consultant’s Experts and Sub-Consultants 145](#_Toc168575854)

[E. Obligations of the Client 145](#_Toc168575855)

[F. Payments to the Consultant 147](#_Toc168575856)

[G. Fairness and Good Faith 149](#_Toc168575857)

[H. Settlement of Disputes 149](#_Toc168575858)

[II. Special Conditions of Contract 153](#_Toc168575859)

[III. Appendices to the Contract 158](#_Toc168575860)

[Appendix E - Form of Advance Payments Guarantee 159](#_Toc168575861)

[Appendix F - Code of Conduct 161](#_Toc168575862)

# INTRODUCTION

The Ministry of Education, Science and Innovation is implementing the project named “Montenegro Education Programme”, financed by a loan approved by the European Investment Bank, a donation from the Western Balkans Investment Framework (WBIF) and bilateral EU donors, as well as national budget co-financing. The Project envisages the construction of five new schools, the reconstruction of ten vocational high schools, and the reconstruction of three kindergartens.

The subject of these Terms of Reference is drafting the technical documentation for reconstruction and upgrade of the “Poletarac” kindergarten in Zabjelo, Podgorica.

## Basis for Preparation of Technical Documentation

Bases for the preparation of technical documentation:

* Terms of Reference
* Urban planning and technical requirements, numbered 08-352/18-100 and dated 31/05/2018, issued by the Secretariat for Spacial Planning, Landscaping and Environmental Protection, Capital City of Podgorica, with Requirements for connection to the city water supply and sewage system, numbered UPI-02-041/23-9630/2 and dated 08/12/2023, issued by the Secretariat for Spatial Planning and Sustainable Development, Capital City of Podgorica.
* Guidelines for architectural design of early childhood education centers
* Geodetic fundamentals and a report on geological soil testing are to be provided by the designer.

The designer shall be obliged to collect, study, and analyze climatic, hydrological, and hydrogeographic parameters, such as precipitation, temperature, wind, fog, sunlight. Also, the designer shall be obliged to conduct geological surveys of the terrain and, on the grounds of the “Report on Detailed Geotechnical Investigation”, define seismic zones, all in accordance with the applicable legal regulations, and to prepare geodetic fundamentals needed for drafting the Main Design.

# CURRENT CONDITION DESCRIPTION

**FACILITY:** Kindergarten at the ground floor level (P)

**LOCATION:** Urban plot UP33 in the scope of the DUP of “Residential Community VI Old Town” - amendments, cadastral plot 3990/2 Cadastral Municipality (CM) Podgorica III

The existing facility – a kindergarten at the ground floor level (P) is registered on the urban plot UP33, of the surface of 7,005.39 m2, outlined in the graphic appendices to the plan referring to the DUP section of “Residential Community VI Old Town” - amendments. The facility is located near the “Vuk Karadžić” Elementary School. Access to the facility, with its complex features, is from the northwest side, via Radosava Burića Street. The entrance to the nursery is separate from the kindergarten entrance. Within the kindergarten, there are 10 workrooms, with two bathrooms, while the nursery has 8 workrooms. There are no offices for administration, only one room for a nutritionist. In the economy block of the building, there is a kitchen with storage areas. The existing facility was originally constructed with a masonry structural system, load-bearing walls made of solid bricks 25cm thick while the bricks for the partition walls are 12cm and 7cm thick. However, unplanned partitioning and upgrades on the facility should be considered during the planning. The intermediate floor is of a semi-prefabricated small-ribbed structure of the “Avramenko” type. The walls are plastered on both sides, while the rooms for children stay are lined with wall panelling *(Figure 1)*.

A group of people in a room

Description automatically generated

*Figure 1: Photos of the current conditions*

*To the left - wall lining; in the middle - interior joinery; to the right - facade*

The existing facility is of a gross area of 1,550 m2 and does not meet the spatial capacity needs of this part of the city. In addition to spatial capacities and functional organization, the following deficiencies were observed during the inspection of this facility: interior and exterior joinery is in poor condition, a dilapidated facade, damaged gutters and attic flashing, worn surfaces of walls and floors in classrooms, corridors, and bathrooms, as well as worn-out equipment in the bathrooms. Apart from the deficiencies in the facility, cracked access paths around the building and damaged children play equipment in the kindergarten courtyard were also observed.

An analysis of the current conditions of the facility further defines the interventions that need to be carried out during the reconstruction of the facility.

# TERMS OF REFERENCE FOR DRAFTING THE MAIN DESIGN AND LANDSCAPING WITH A PRELIMINARY DESIGN

**FACILITY:** Kindergarten at the ground floor level + one floor (P+1)

**LOCATION:** Urban plot UP33 in the scope of the DUP of “Residential Community VI Old Town” - amendments, cadastral plot 3990/2 Cadastral Municipality (CM) Podgorica III

**URBAN-TECHNICAL REQUIREMENTS:** numbered 08-352/18-100 and dated 31/05/2018, issued by the Secretariat for Spatial Planning, Landscaping and Environmental Protection, Capital City of Podgorica

**INVESTOR:** Ministry of Education, Science and Innovation of Montenegro

## Subject of the Terms of Reference

The needs of the Ministry of Education, Science and Innovation require, based on these Terms of Reference, drafting a preliminary and main designs for the reconstruction and upgrade of the kindergarten “Poletarac” in Zabjelo, Podgorica. All infrastructure designs shall be drafted in accordance with the planning documentation, applicable standards, and conditions of the relevant authorities, which are submitted as an integral part of the Urban-Technical Requirements. When reconstructing a facility, a design must include the current conditions, the plan of interventions, and the newly projected conditions. After reconstruction and upgrade carried out, it is planned that the facility will have a gross constructed area of up to 3,100 m2, fully in accordance with:

* Urban and Technical Requirements, numbered 08-352/18-100 and dated 31/05/2018, issued by the Secretariat for Spatial Planning, Landscaping and Environmental Protection, Capital City of Podgorica
* Rulebook on specific conditions for establishing institutions in the field of education and upbringing (“Official Gazette of Montenegro”, No. 40 dated June 22, 2006),
* Law on Spatial Planning and Construction of Structures (“Official Gazette of Montenegro”, No. 064/17 dated 06/10/2017, 044/18 dated 06/07/2018, 063/18 dated 28/09/2018, 011/19 dated 19/02/2019, 082/20 dated 06/08/2020)
* Law on Preschool Education “Official Gazette of the Republic of Montenegro”, No. 64/2002, 49/2007, 80/2010, 40/2011 - other law, 40/2016, and 47/2017
* Guidelines for architectural design of early childhood education centers

## Objective and Purpose of Preparing Technical Documentation

Through analyses of the spatial possibilities and limitations of the planned location, these Terms of Reference are aimed at obtaining the guidelines for creating a functionally and aesthetically worth design for the implementation of the planned contents of the kindergarten and nursery, and at developing inter-coordinated projects (preliminary and main design) needed for the registration of works and construction of the facility, i.e. the execution of works.

As part of the Main Design, the designer shall be obliged to prepare all textual, graphical, and numerical documentation with the necessary contents clearly indicating the dimensions of all elements, applied materials, structural system, elements of structural protection, static and dynamic stability and safety of the facility, fully in accordance with the Regulations on the manner of preparation and content of technical documentation for construction of structures (“Official Gazette of Montenegro”, No. 044/18 of 06/07/2018)

## Location Description

**A map of a city

Description automatically generated**

*Figure 2: DUP of the “Residential Community VI Old Town” -  
Surface intended use (Areas for Education and Social Protection (ES))*

Urban plot UP33, of the surface of 7,005.39, which corresponds to cadastral plot of the same area No. 3990/2 CM Podgorica III, within a section of the DUP of the “Residential Community VI Old Town” as per the graphical appendix No.5 “Surface Intended Use”, is located in the zone of the Areas for Education and Social Protection *(Figure 2)*.

The related plot is of a complex shape. Its entire northwest side extends along Radosav Burić Street, on the northeast side it borders with the plot of the Primary School “Vuk Karadžić”, and the other sides are adjacent to plots designated for high-density residential purposes.

Traffic access to the kindergarten shall be resolved in accordance with the concept of the preschool complex and current regulations defined in the DUP of the “Residential Community VI Old Town”.

## Elements to Design

The architectural design shall be done in accordance with the Terms of Reference, Urban-Technical Requirements, and other applicable legal regulations in the field of spatial planning and construction of structures..

Urban and Technical Requirements, numbered 08-352/18-100 and dated 31/05/2018, issued by the Secretariat for Spatial Planning, Landscaping and Environmental Protection, Capital City of Podgorica, defined the urban parameters on UP33, as shown in the table:

|  |  |
| --- | --- |
| Assigned urban parameters on UP33 | |
| Intended Use | Kindergarten |
| Urban Plot UP33 surface | 7,005.39 m2 |
| Area under the facility | 1,550.00 m2 |
| Gross surface of the constructed structures on the area (GCS) | 3,100.00 m2 |
| Occupation index (OI) | 0.22 |
| Construction index (CI) | 0.44 |
| Maximum number of floors | P+1 |
| Minimum percentage of greenery | 40% |

The Main Design shall plan the design of the facility without phased implementation.

### Functional Aspects

The kindergarten shall be designed as a modern and functional facility for 430 children (approximately 3,100 m2), a minimum of 7 m2 of enclosed usable space per child. The building is intended to include appropriate functional units and spatial contents, in accordance with the Rulebook on specific conditions for establishing institutions in the field of education and upbringing (Off. Gazette No. 40/06): *A. Preschool Institution, Articles 2–68* The project should envisage a warm connection between functional zones so that the facility operates as a unified whole. Existing rooms can be redesigned, and partitions do not have to be retained unless it is assessed that their demolition would compromise the stability of the building.

### Structural System

Within the Main Design, a structural system design shall be precisely defined and detailed, along with appropriate graphical sketches and technical description.

The structural system must be safe, stable, rational, resistant to seismic impacts, and dimensioned in accordance with applicable technical regulations and standards. It is necessary to consider the existing structure and connect the upgrade in such a way that the stability of the facility is not compromised. The slope of the roof, as well as the type of roofing material, shall be aligned with the urban-technical requirements and the climatic conditions of the given location. Design shall be done with structural design calculations for all relevant loads, including formwork plans, reinforcement details, workshop drawings of structural elements, specification of elements and materials, and all details that require detailed elaboration due to their specificity.

### Energy Efficiency

Architectural Aspects of Energy Efficiency

In the architectural aspects related to energy efficiency, special attention shall be paid to the architectural form, geometric and structural features of the structure envelope, as well as the disposition of the planned contents, in relation to orientation, particularly focusing on the following parameters:

- the ratio of solid (opaque) and glazed (transparent) parts of the structure envelope, in conjunction with the orientation of the facility and the position of its contents;

- thermal insulation of the structure envelope (facade, roof, and buried elements of the envelope) in accordance with European standards;

- characteristics of glazed parts of the envelope - window constructions, glass walls in accordance with current technological solutions, with special attention to architectural elements for controlling natural lighting and controlling space heating due to solar radiation;

- the structure of the facade and roof composition, as multi-layered constructions, in accordance with the orientation and climatic conditions of the location

To verify and affirm the proposed approach and design principles, the current regulations in the field of energy efficiency of the structures shall be observed, primarily the Rulebook on minimum requirements for energy efficiency of buildings (“Official Gazette of Montenegro”, No. 23/2013 dated 27/5/2013) as well as the Directive 2002/91/EC (EPBD).

In line with the energy management process, the European Investment Bank (EIB), which will support the execution of this facility project, has already launched an Education Program on the modernization of implementing measures to achieve reductions in energy consumption, water consumption, and embedded energy to enable the new facility EDGE certified. On this project, the designer will collaborate with EDGE (Excellence in Design for Greater Efficiencies), whose engagement will be ensured by the Investor, during the preparation of technical documentation. An EDGE expert will advise on green design, influence best practices in bioclimatic design, and assist the process of understanding EDGE standards (<https://edgebuildings.com/about/edge-app/>), software, and certification system, resulting in the creation of a resource-efficient facility.

In line with climate change processes, the European Investment Bank (EIB) has already launched an Education Program on necessary measures to mitigate the negative effects of climate change. On this project, the designer will collaborate with a PIU climate risk advisor during the preparation of technical documentation to consider implementing measures based on recommendations from the climate risk advisor, in accordance with the assessment done by the standards of Climate Risk and Vulnerability Assessment (CRVA), for current and future climate risks in the region where the facility will be constructed.

When designing facilities, it is necessary to meet the minimum requirements from the EDGE recommendations, with the consent of the Investor, which would enable the facilities to obtain the EDGE certificate through appropriate requirements in the main design, as well as recommendations from the CRVA report, which would enable the facilities to be maximally functional and resistant to all expected climate changes in the future through appropriate requirements in the main project.

Aspects of integrated design of installations in relation to energy efficiency

In the context of integrated installation design, based on the climatic conditions of the location and the needs of the users arising from the purpose of the facility, a heat pump system of appropriate capacity is recommended as the primary source of “heating” and “cooling” energy. This source shall supply “heating” and “cooling” energy to those functional units where this need arises from the usage regime of the space.

The concept, technological, and technical designs for installations to maintain thermal comfort shall be designed in line with the intention to achieve significant reductions in the needs for heating and cooling energy through “passive” solutions, i.e., in the scope of architectural designs (thermal insulation, sun protection, etc.), while the possibility of eliminating the need for cooling energy may also be considered.

Heating and cooling of the kindergarten shall be provided by a heat pump. Heating and cooling of the kindergarten shall be done with cassette units located in the suspended ceiling.

### Materialization

Solutions for relevant issues of materialization of the kindergarten facility shall be defined in the textual and graphical part of the documentation.

To improve the conditions for children’s stay, it is necessary to carry out all needed interventions, renovations, and replacements of floor, ceiling, and wall coverings in the existing facility. To meet the conditions of energy efficiency, it is necessary to replace the existing interior and exterior joinery with new ones and make a new facade. For the external facade treatment, quality materials shall be chosen, resistant to atmospheric influences and easy to maintain. When selecting materials, the energy efficiency of materials and reduce of harmful environmental impacts shall be considered; also, the choice shall be rational and economical. Quality hydro and thermal insulation materials shall be used to minimize heat losses and create a pleasant environment for stay and work. For the interior treatment, materials shall be chosen according to the purpose of the rooms, durable, wear-resistant, and easy to maintain.

### Landscaping of the Preschool Institution

Through landscaping, it is needed to envisage an optimal solution for the free space of the urban plot, ensuring access paths, plateaus around the facility, playgrounds, landscaping of green areas, pedestrian and vehicle approaches to the building, and access roads for fire trucks.

Designed traffic channels must be functional and allow unhindered movement of pedestrians and persons with special needs. The design shall ensure the normal functioning of traffic around the facility, internal roads, connection to the planned and existing street network, and parking space capacity in accordance with the needs of users and visitors, all in accordance with the function of the planned facility and urban-technical requirements.

Outdoor furniture shall be adapted to the function of the facility. Apply quality materials suitable for the climate and tradition of the area and easy to maintain.

In line with the function and purpose of the facility, the landscaping design shall also envisage appropriate horticulture, green areas that would contribute to the aesthetic and visual quality of the environment at the location, improve the microclimate, reduce noise and air pollution, and distinguish and frame the newly planned building. The planned conditions of green area landscaping shall be aligned with environmental conditions, planned purpose, and prescribed norms.

### Review of rooms in the preschool institution

Design the facility as a modern and functional facility for 430 children. Plan the facility to be rational, both during construction and in the operational period.

The facility is intended to include the following spatial contents:

* Zone for children
* Zone for staff and other auxiliary facilities
* Central kitchen zone
* Central laundry zone
* Service zone

**The maximum number of floors for the kindergarten is P+1 (ground floor+1).**

**The planned area of the kindergarten is 3,100.00 m2.**

Special attention shall be paid to the following:

* Dimensioning of space based on the designed capacities
* Physical structure and organization of space within the given purpose
* Design of the landscaping, pedestrian and vehicular approaches to the facility, as well as meeting the functional requirements, rationality, and cost-effectiveness of the design as a whole.

Rooms for children are divided into two sections i.e. rooms for kindergarten-age children and rooms for nursery-age children. Children up to three years of age are accommodated in the nursery, while the children from three years to school age are accommodated in the kindergarten. Within the facility, the space shall be functionally arranged to form workrooms for 410 children of all ages with all the auxiliary rooms that must be found in a kindergarten *(Table 1. Overview of rooms for children).*

|  |  |  |  |
| --- | --- | --- | --- |
| Zone | | Room Name | Number of Rooms |
| Rooms for Children | Nursery | Workroom for children up to 1 year | 1 |
| Workroom for children aged 1 to 2 years | 3 |
| Workroom for children aged 2 to 3 years | 3 |
| Kindergarten | Workroom for children aged 3 to 4 years | 4 |
| Workroom for children aged 4 to 5 years | 5 |
| Workroom for children aged 5 to 6 years | 5 |

*Table 1. Overview of Rooms for Children*

The Law on Preschool Upbringing and Education (“Official Gazette of the Republic of Montenegro”, No. 64/2002, 49/2007, 80/2010, 40/2011 – other law, 40/2016, 47/2017) recognizes three groups in the nursery depending on the age: children up to one year old, children from one to two years old, and children from two to three years old. According to the same law, the kindergarten also recognizes three groups depending on the age of the children: children from three to four years old, children from four to five years old, and children from five to six years old. Along with workrooms for children, it is mandatory to plan appropriate sanitary facilities. When designing a sanitary facility for children, the dimensions of the sanitary ware and their layout shall be considered.

The areas of individual workrooms and sanitary facilities shall be aligned with the Rulebook on specific conditions for establishing institutions in the field of education and upbringing (“Official Gazette of Montenegro”, No. 40 of June 22, 2006). Child zones shall be open, fluid, and such that they can be transformed from smaller units into larger ones or from larger to smaller, using partition walls or curtains when needed.

In addition to rooms for children, separate zones shall be planned in the kindergarten for administration *(Table 2. Overview of Rooms for Administration).*

|  |  |  |
| --- | --- | --- |
| Zone | Room Name | Number of Rooms |
| Rooms for Administration | Coordinator’s Office | 1 |
| Room for Employees and Parents | 1 |

*Table 2. Overview of Rooms for Administration*

Vertical and horizontal communication channels and sanitary facilities must be dimensioned according to the capacity of the space, with mandatory adaptation of all contents for persons with special needs in accordance with applicable legal regulations.

The entrance to the kindergarten and nursery shall be separate, with a triage area for receiving children. Next to the main nursery entrance, there must be a storage for strollers and an isolation room. The atrium within the existing facility shall be equipped with play areas for the youngest and greenery with low vegetation; if necessary, certain contents can be organized at the expense of reducing the atrium area.

In the staff and auxiliary content area, the rooms shall be planned as listed in the table *(Table 3. Overview of Rooms for Staff and Auxiliary Contents).*

|  |  |  |
| --- | --- | --- |
| Zone | Room Name | Number of Rooms |
| Space for Staff and Auxiliary Contents | Staircase and Elevator |  |
| Windbreaker |
| Triage |
| Channels to the Cloakroom (next to workrooms) |
| Stroller Storage | 1 |
| Multi-functional Hall with Storage for Props and Equipment | 1 |
| Office for Professional Associates (Speech Therapist/Educator/Psychologist) | 2 |
| Preventive Healthcare | 1 |

*Table 3. Overview of Rooms for Staff and Auxiliary Contents*

The central kitchen shall be designed for 1000 children (breakfast, lunch, snack) according to HACCP standards, with a provided dressing room for the kitchen with toilets. The kitchen should have a separate service entrance, with separate access for receiving and delivering food items and disposing of waste (vehicle access platform for food transport) *(Table 4. Overview of Rooms of the Central Kitchen).* The design shall also envisage the complete technology of the kitchen. Food is served in the facility for 410 children, and for the remaining 590 children, food shall be transported to other facilities, so the kitchen shall be designed accordingly, particularly paying attention to installations and the required quantity of hot sanitary water.

|  |  |
| --- | --- |
| Zone | Room Name |
| Central Kitchen | Entrance Area |
| Food Reception with Scale |
| Food Dispatch |
| Waste |
| Central Kitchen |
| Nutritionist |
| Corridor |
| Staff Dressing Room |

*Table 4. Overview of Rooms of the Central Kitchen*

Central laundry for the needs of 1000 children. The design shall envisage the complete technology of the laundry room – washing, drying, ironing machines, in accordance with the required capacity. It is necessary to provide a space for storing laundry detergents, as well as a space for storing laundry. Within the laundry, lockers for employees, storage, as well as a separate entrance shall be planned *(Table 5. Overview of Rooms of the Central Laundry).*

|  |  |
| --- | --- |
| Zone | Room Name |
| Central Laundry Room | Entrance Area |
| Laundry Reception |
| Laundry Dispatch |
| Service |
| Laundry Room |
| Laundry Storage Area |

*Table 5. Overview of Rooms of the Central Laundry Room*

Inside the facility, a technical room shall be planned for housing equipment for strong and weak current, which shall be of an appropriate surface, as well as service rooms listed in the table *(Table 6. Overview of Service Rooms).*

|  |  |
| --- | --- |
| Zone | Room Name |
| Service Rooms | Corridor |
| Inventory - Storage |
| Janitor’s Workshop |
| Boiler Room |
| Sanitary Facilities for Children and Employees |

*Table 6. Overview of Service Rooms*

Mandatory to provide graphical representations with the layout of furniture and equipment, with specifications and preliminary measure of related works, as well as calculation of energy efficiency. Also, create a project for the technology of the kitchen and laundry room with a detailed specification of equipment. The designer is obligated to provide in the Main Design all necessary contents and equipment, to ensure the full functionality of the facility. The design shall include the specification of equipment and furniture with schemes, as well as the preliminary measure of works related to the procurement and installation of equipment and furniture of the facility.

# TERMS OF REFERENCE FOR THE MAIN DESIGN OF MECHANICAL INSTALLATIONS

## Thermal-Technical Installations Design

The main design for thermal-technical installations shall be drafted based on the architectural-construction project and the programme content of general and individual rooms. The design drafting shall comply with the valid Law on Spatial Planning and Construction of Facility and other laws and subordinate legal acts that regulate the working conditions of preschool institutions. The design shall contain solutions that are maximally energy-efficient and eco-friendly according to the national strategy for development of energy efficiency and sustainability. In accordance with professional standards, a system shall be designed to ensure cost-efficient energy consumption, reliable operation, and minimal operating costs while optimizing the investment.

The external temperature parameters for the Podgorica zone shall be considered as input parameters. Internal temperatures shall be determined based on the recommendations for individual rooms during the summer or the winter operating modes. The most cost- and energy-efficient system shall be taken as the energy source. When creating the design, these conditions and requirements shall be designed:

1. Offices and workrooms shall be designed with heating and cooling systems.
2. Communication areas shall be designed with a heating system.
3. The central kitchen and laundry room shall be designed with heating, cooling, and ventilation systems.
4. Technical rooms for accommodating weak current equipment shall be in an independently defined and thermal-technically separate premises with a constant temperature provided by an Inverter air conditioning unit.
5. Sanitary hot water shall be provided from the hot water system in winter, and from a thermosolar system and recuperation in summer. Heat-resistant heaters shall be envisaged as a backup option.

In the absence of domestic standards, use appropriate foreign standards, primarily EN norms.

## Design for Fire Extinguishing Installations – Sprinkler Installations

A stable fire protection system – a sprinkler installation – shall be designed as a system separate from the water supply and hydrant network installations, with a connection to the external water supply network, in accordance with the requirements set forth by the competent company. The fire extinguishing medium is water in a sprayed jet and must cover the entire area of the building where water can be used as an extinguishing medium. Special attention shall be paid to a possibility of water freezing in the pipelines. The sprinkler installation must automatically activate at an elevated temperature of 68º C. The design shall also anticipate the possibility of supplying the sprinkler installation with water from a fire truck via connections for fire trucks on the facility’s facade. Calculation and dimensions of the installation shall comply with the valid regulations and standards. The sprinkler installation shall be connected to strong current, low current, and automation systems. Based on the requirements obtained, the need for a power generator to supply the sprinkler plant shall be specified.

The main design of the mechanical installations shall fully comply with applicable regulations governing the related area, so that the prepared technical documentation may result in obtaining the building permit, estimating costs, procuring equipment and materials, and carrying out the works. The design shall comprise all computational, graphic, and descriptive documentation required for a smooth execution of works.

The design of mechanical installations shall be aligned with other parts of the technical documentation.

The design shall be submitted in a required number of hard copies and in a digital form.

# TERMS OF REFERENCE FOR THE MAIN DESIGN OF ELECTRO-TECHNICAL INSTALLATIONS OF STRONG CURRENT

The electro-technical design shall cover the internal electrical installations and atmospheric discharge (lighting) protection installations – lightning protection installations.

The subject of the design are also the infrastructural connections to the electricity supply network according to Urban-Technical Requirements. The design shall cover the internal electrical installations and atmospheric discharge (lighting) protection installations for all facilities of the complex.

The design shall cover the following:

## Electricity supply of the facility

according to the obtained Urban-Technical Requirements.

Note: *After determining the data on simultaneous power and the number of measuring points in the facility, these shall be forwarded to the Ministry of Education, Science and Innovation, which will take further steps towards CEDIS to issue technical requirements for project documentation preparation.*

## Backup Power Supply

Diesel electric power generators shall be provided as a backup power source for:

* Systems that need to operate in case of fire
* Fire-fighting systems (pumps, fans, and all other systems determined in the fire protection report), water pumps. The rest of the facility does not necessarily require generator power supply, except if the designer deems it necessary for certain systems or technical rooms.

Works on connecting the facility to the low voltage (LV) network are subject to this part of the project documentation (routes, types, verification of cross-sections of LV cables with all associated works).

Cable-connection cabinets shall be placed on the facade of the facility.

The main distribution board shall be located in a separate room on the ground floor of the facility. The number of other boards shall be set at your discretion, complying with the regulations and recommendations.

## Lighting and Devices

Lighting shall comprise of as much as possible LED lights. The lighting in corridors and similar spaces shall be controlled from one or several central locations, depending on the functionality of the premises. The intensity of lighting shall be adopted depending on the intended use of the premises. A sufficient number of single-phase outlets shall be planned in workrooms and offices. Outlets in office and similar rooms shall be planned to be at a height of 0.40m from the finished floor level. Those shall be placed at a height of 1.50m in workrooms and similar premises intended for children. All sockets shall have a protective insert as additional protection from touch voltage.

Each computer/workstation must have at least three 2M power sockets and two RJ45.

The necessary number of lighting fixtures shall be put in the workrooms. Each room shall have a minimum of 2 levels of lighting control. A certain number of single-phase Schuko outlets shall be planned for halls and corridors. An appropriate number of direct current circuits shall be planned for all concentrations of weak current installations. The installations shall be done with a cable carrying the fine-wire conductors and a grounding wire, with about 2m reserve length, of appropriate cross-section. Technical rooms shall be supplied with separate power cables and associated distribution boards.

Appropriate installation shall be provided in accordance with the Main Design of Thermal-Technical Installations.

The project documentation shall be aligned with the architecture, construction, thermotechnics, and layout of lighting fixtures phases.

The lighting shall be provided within the landscaping with access roads and parking spaces, hot-dip galvanized poles of recommended height of H=8m with sodium light source and lighting fixtures of at least IK 08 class. In agreement with the project of thermal-technical installations, provide power supply for all devices and control circuits. The thermal-technical installations shall be supplied from the distribution network except for equipment the functioning of which requires generator power supply in accordance with the Fire Protection report (smoke exhaust systems, sprinkler pump, heating circulation pumps, etc.).

The kitchen technology shall be coordinated with the project documentation – exact positions, heights, and types of connections for kitchen devices and equipment, and cable routes in the free output part to the connections within the device itself, with cable protection in an appropriate way, from mechanical and thermal damage.

All internal installations shall be provided with appropriate conductors in accordance with valid regulations in this area with a grounding wire.

Electrical distribution line shall be conducted with cables dimensioned according to continuously permissible currents according to JUS N.B 2.752 with overload protection check according to JUS N.B 2.743. When laying power cables and weak current cables, a minimum parallel

distance between them shall be 50 cm, and crossings shall be at right angles.

In the facility, an emergency lighting shall be planned: panic and evacuation lighting with its power source

(Aku-battery), in accordance with the fire protection study.

## Lightning Protection Installation and Grounding

The grounding installation and lightning protection installation shall be designed in accordance with JUS IEC 1024-1. The design must cover the entire facility, with corresponding/necessary construction

– craftworks.

## Potential Equalization Installation

Provide potential equalization in all restroom facilities. The same shall be done using a potential equalization box. All larger metal masses in the facility shall be appropriately grounded. The fuel tank, if provided, with associated installations for space heating needs, must be grounded and provide appropriate details of connections as well as other details of the ground around the tank.

## EMP Automation Installations

A separate segment of the project documentation shall provide for the automation of electromotor drives and thermal-technical installations (heating, sprinkler system, etc.). Appropriate connections with weak current systems and other systems required by legal regulations shall be provided. When preparing the project documentation, appropriate single-pole and principle schemes, block diagrams, estimates, and calculations of power and signal cables shall be attached. Based on the requirements obtained, the need for a power generator to supply the sprinkler plant shall be specified.

The design shall be fully prepared in accordance with the valid technical regulations and standards, terms of reference, recommendations for this type of a facility, as well as the Law on Spatial Planning and Construction of Structures (Off. Gazette No. 82/20), Rulebook on the manner of preparation and content of technical documentation for construction of structures (“Official Gazette of Montenegro”, No. 044/18 of 06/07/2018, 043/19 of 31/07/2019), as well as data obtained from other phases of the main design.

# TERMS OF REFERENCE FOR THE MAIN DESIGN OF ELECTRO-TECHNICAL INSTALLATIONS OF WEAK CURRENT

The weak current electrical installations design shall be prepared in accordance with the Law, regulations, and standards.

## Fire Alarm System and Anti-burglary System

The fire alarm system shall be designed as a modern, centralized, addressable, modular system. The fire alarm system shall enable timely detection of the occurrence and location of a fire and alert the present individuals. The fire alarm control panel shall be placed in a control room or a similar one, with a constant presence of duty staff.

Automatic fire detectors shall be provided in all rooms carrying a fire risk. Along all communication channels, corridors, and staircases, the installation of manual fire alarms shall be planned. It shall be connected to the sprinkler system equipment. Fire alarm systems directly control (off/on) the systems such as: air conditioning, ventilation, fire dampers, fire doors, sprinklers, automatic notification (EVAC system), etc.

An anti-burglary system shall be designed with a potential for integration with a video surveillance system. The system shall be monitored from the central surveillance room. Technical requirements for the system include the following: autonomous power supply, own memory, and the possibility of subsequent reading of stored data, etc.

Anti-burglary system shall cover all entrances to the facility and all potential points where unauthorized entry is possible. All changes shall be displayed on the plans on the monitor.

## Structured Cabling System (SCS) and Telephony

The design shall include a telephone exchange with an appropriate number of phones. The installation shall be designed from the main telephone distribution cabinet, or main telecommunications network distributor, with telecommunication cables of the required capacity.

For workplaces, a structural cable system shall be designed for providing two RJ-45 sockets for each workstation, except at the workplace determined by the designer (secretary, etc.) where additional sockets can be installed as needed.

The horizontal cable distribution within the structured network shall be set with shielded four-pair cables of the FTP type having dimensions of 4x2x0.5mm cat6.

The number and position of secondary SCS concentrators are determined by the network topology and the fact that the maximum length of a connection point within the SCS shall not exceed 90m. Each computer/workstation must have at least three 2M power sockets and two RJ45. The arrangement of computer desks defines the position of the connection installation. Details of connecting computer equipment shall be provided upon equipping the facility with furniture.

## Video Surveillance System

Designed system shall ensure continuous monitoring of access to the facility, surveillance of entrance spaces, and main communication channels in the facility. Implemented video surveillance in the facility shall include modern IP fixed color cameras with quality technical capabilities, powered via PoE switches (indoor cameras) or via a separate power cable for outdoor cameras, which shall have housings with heaters, etc., according to the weather conditions of this area.

Outdoor cameras shall be fixed or “Speed Dome” color cameras in IP configuration in appropriate housings for outdoor installation. Cameras shall cover all other places deemed necessary. A video console with the appropriate number of 24" PRO monitors operating 24/7 shall be provided in the control room or office space. The video console shall enable continuous surveillance of all cameras in the system, continuous recording (appropriate disk capacity 2 x 1TB), and the possibility of immediate or subsequent event analysis.

NOTE: *For the video surveillance system, a separate Ethernet network (separate*

*video surveillance switches from LAN network switches) shall be provided.*

## Sound System

The system shall enable broadcasting of radio broadcast programs and broadcasting of local programs from CDs or Tuners. In addition to these functions, the sound system shall enable the broadcasting of various announcements (via microphone station) and messages in case of fire (as well as actions to be taken in such situations).

The central sound station shall be placed in the control room (head of security). The central sound station shall include an appropriate number of amplifiers, sound sources (AM/FM tuner, CD player), and a paging microphone desk. The sound system shall cover all communications, halls, corridors, kitchen, etc., as well as any other important rooms determined by the designer.

## Electrical Outlets and Power Supply for Technical Equipment Consumers

The number, layout and power of electrical outlets and fixed connections shall be designed in accordance with the requirements of the technological project and the interior design project. The technological units shall be equipped with their distribution cabinets. The electromotor drive installation shall be designed to include the installation for power supply, control, and automatic operation of systems defined by the thermal-technical installations design, as well as water supply and sewage installations in accordance with valid regulations.

# TERMS OF REFERENCE FOR THE MAIN DESIGN OF WATER SUPPLY AND SEWERAGE SYSTEM

## Hydro-Technical Installations

The main design of hydrotechnical installations shall be prepared based on the Urban-Technical Conditions, numbered UPI-02-041/23-9630/2 and dated 08/12/2023, issued by the Secretariat for Spatial Planning and Sustainable Development, Capital City of Podgorica.

The following shall be planned to be in placed in the facility:

* Cold water plumbing network
* Hot and circulation water plumbing network
* Sanitary water plumbing network
* Hydrant network
* Fecal sewage network
* Stormwater sewage network

### Water Supply and Hydrant Network

Connection of the related facility to the water supply network shall be prepared based on the Urban-Technical Conditions, numbered UPI-02-041/23-9630/2 and dated 08/12/2023, issued by the Secretariat for Spatial Planning and Sustainable Development, Capital City of Podgorica.

Supply from the connection to the water meter shaft shall be made of PEHD water pipes for underground installation. A control water meter shall be provided separately for the hydrant and sanitary network to register the water consumption of the entire facility.

All installed water meters must have brass housing, impulse mechanism, and a radio module for remote reading and shutting off, compatible with the adopted program and equipment of “Water Supply and Sewage” in Podgorica The water meters must be calibrated and must have a seal from the Metrological Institute of Montenegro with the ME mark.

The internal plumbing installations for distribution within the facility at the sanitary facilities shall be designed in a classic manner in accordance with all valid standards and regulations for this type of installation.

The internal plumbing installations for distribution within the facility by sanitary facilities classically shall be designed in accordance with all valid standards and regulations for this type of installation. When designing installations in sanitary facilities for children, the height of pipe lines for faucets on washbasins shall be took into consideration so as to avoid issues during the installation of sanitary devices for children. Those shall be lower than standard, to enable children to use them easily (upper edge of washbasin ≈40cm from the finished floor level, height of toilet seat ≈30cm from the finished floor level).

The sanitary plumbing network in the kitchen shall be designed based on the number of children who are served food, which is 410 in this facility, and the quantity of dishes washed. For the remaining 590 children, food is only prepared here and transported to other kindergartens.

The sanitary water installations shall be made of PPR pipes. The pipes must have the necessary pressure certificates. Resolve vertical risers and horizontal distribution "invisibly" behind the finishing of walls and floors in wet rooms. Central valves shall be provided in bathrooms, and check valves next to water outlets. The basic pipe line of the facility’s plumbing network shall be aligned with the architectural-construction design.

If there’s a lack of pressure in the water supply network, devices for pressure increase shall be planned. The heat carrier for hot water preparation will be determined as part of the thermo-technical installations, and electric heaters will be provided as a backup energy source. A circulation network with circulation pumps shall be provided within the hot water system.

Apart from water for sanitary consumption, the facility needs to be supplied with water for fire extinguishing, in accordance with the “Rulebook on Technical Norms for Hydrant Network for Fire Extinguishing”. Galvanized steel pipes with a minimum internal diameter of Ø52 shall be used for the hydrant network. Internal wall hydrants with accompanying equipment shall be placed at appropriate accessible places, so that direct extinguishing can cover all rooms in the facility.

The method of testing the water installation, pressure, connections, and its disinfection after assembly and before commissioning shall be planned and described.

### Fecal Sewage System

Connection of the related facility to the sewage network shall be prepared based on the Urban-Technical Conditions, numbered UPI-02-041/23-9630/2 and dated 08/12/2023, issued by the Secretariat for Spatial Planning and Sustainable Development, Capital City of Podgorica.

The connection shall be made of certified PVC pipes for street sewage (bearing capacity of at least SN4) with a minimum diameter of DN160 or DN200 to the street inspection manhole.

At the mentioned location, there is a public sewer network, so it is necessary to design a connection to the public sewer system. As an alternative solution, connect the building to a septic tank or biopurifier.

The internal sewage installations shall be designed in a classic manner from low-noise PP sewage pipes for household sewage with appropriate shaped pieces and connecting material, complying with all valid standards and regulations for this type of installation. The main pipe line of the facility’s sewage network shall be aligned with the architectural-construction design. When designing installations in sanitary facilities for children, the height of drains shall be took into consideration so as to avoid issues during the installation of sanitary devices for children. Those shall be lower than standard, to enable children to use them easily (upper edge of washbasin ≈40cm from the finished floor level, height of toilet seat ≈30cm from the finished floor level).

The vertical sewage network shall be done “invisibly” through vertical channels left for this purpose indicated in the main architecture design. Floor drains shall be provided in all sanitary facilities. Sanitary facilities shall be vented through the roof of the building and place ventilation caps. The sewage verticals shall also be vented through the roof, and pipe air admittance valves, which resolve pressure in the pipes and prevent water from being sucked out of the drains, shall be installed on secondary verticals and drainage branches more than 4m away from the main sewage vertical.

Inspection pieces shall be provided at the bottom of each sewage vertical. The horizontal distribution lines of floor sewage in restroom facilities shall be provided below the interfloor plate, i.e. ceiling distribution lines shall be planned.

All sanitary, fire-protection and other regulations in this area. The profiles of the main channel from the facility shall be specified based on hydraulic calculations; a profile not smaller than DN160 is recommended.

The method of testing the designed slopes of the horizontal distribution of the sewage network, flow rate, and impermeability of connections shall be planned and described, after assembly and before commissioning.

### Stormwater Sewage

A stormwater sewage and a watercourse collecting the stormwater is present in the area of the DUP “Residential Community VI Old Town”. Atmospheric sewage is planned along Radosava Burića Street next to the kindergarten plot.

The project shall cover the design of rainwater drainage from the roofs of the facility, as well as the entire location of the facility through the construction of a retention basin (trench) on the related plot. The retention basin shall be of dimensions to accommodate the first flood wave of rain for a duration of 15 minutes at an intensity of 264 l/s/ha.

A separator needs to be planned for purifying water from parking lots and roads. After the construction of the street stormwater sewage network, the connection of the facility’s installations to it shall be planned.

## Sanitary Devices, Equipment, and Accessories

All devices, equipment, and accessories are of a standard, first-class quality. The sanitary facilities for children shall be equipped with sanitary ware for children. When selecting sanitary devices, the safety of children shall be took into consideration while a special attention shall be paid to dimensions and their placement so as to enable children to use them easily. The selection shall be made together with the Investor and interior designer.

# SPECIFIC REQUIREMENTS

## Content of Project Documentation

The designer is obligated to produce technical documentation that defines the following: The capacity of the facility, spatial design, choice of structural system, dimensioning of structural elements, selection of construction materials and equipment, value of construction, crafts, installation, and other works, technical solutions for connecting the building to the appropriate traffic, installation, and other infrastructure, as well as other calculations necessary for displaying all details essential for building construction, arranging boundary surfaces, and maintenance conditions of the facility. In line with professional standards, select cost-efficient materials and equipment for all phases, ensuring reliable operation, durability, and minimal operating costs while optimizing the investment.

Integral parts of the Technical Documentation are:

* Architecture Design
* Construction Design
* Water Supply and Sewage Design
* Mechanical and Thermal-Technical Installations Design with a Fire Extinguishing Installation Design
* Strong Current Electrical Installations Design
* Weak Current Electrical Installations Design
* Traffic Design
* Landscaping Design with Designs for Infrastructural Connections, Landscape Architecture and Horticulture Design
* Construction Organization and Technology Design
* Synchronized Plan of External and Internal Installations, with Mandatory Characteristic Cross-sections of Installations
* A book containing the bill of quantities with all positions and conditions of execution for all phases of work.

Also, in preparing technical documentation, the following studies need to be prepared:

* Study on the results of detailed geotechnical investigations of the terrain
* Energy Efficiency Study
* Firefighting System Study
* Environmental Impact Assessment Study (bilingual, in Montenegrin and English)
* Occupational Safety Study (during construction and operation phases)

## Conditions for Processing Technical Documentation

Prepare technical documentation in a digital form and sign it with a qualified certificate for a qualified e-signature, in full accordance with the Rulebook on the method of preparation, scale, and detailed content of technical documentation.

The designer is obliged to prepare bill of quantities for each phase of works with an accuracy of ±5%, with mandatory evidence and to compile them in a book containing the bill of quantities with all positions and conditions for executing all phases of works.

Bill of Quantities must be aligned with the forms from the law on public procurement as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| Description of procurement subject | Essential characteristics of the procurement subject | Quantity | Measurement unit |
|  |  |  |  |

Technical documentation prepared in a hard copy, bound in a required number of numbered books, with numbered pages, organized in A4 format (21x29.7cm). Books, in hardcover, must be bound with a red tape sealed to prevent the replacement of any part of the books.

Along with the Terms of Reference, the selected designer will be provided with attachments in e-format:

* Required form of technical specifications
* Required form of the Bill of Quantities and Preliminary Cost Estimate

Preparation of detailed technical specifications in the requested format, with all phases and works and materials indexation that will appear in all documents such as Bill of Quantities and Preliminary Cost Estimate, project drawings, etc. (example and format of Detailed Technical Specifications provided).

Verification of documentation shall be done as follows:

Each part of the technical documentation shall be verified with a stamp stating the number, date, and signature of the responsible person of the company, legal entity, or entrepreneur who prepared the technical documentation or a part thereof.

Soft copy of the technical documentation must be identical to the hard copy documentation. The entire graphic and numerical documentation must be processed in color and in digital form compatible with Auto Cad and MS Office programs (DWG, xcls).

The Main Design shall be packed in A4 format. Technical documentation shall be prepared in Montenegrin and English. The Contractor shall be obliged to provide the Contracting Authority with 3 (three) copies of the project documentation in analogue form, bilingual (in Montenegrin and English), and 8 (eight) in digital form, out of which 7 (seven) digital versions shall be protected, while one shall be intended for the needs of the Contracting Authority and must mandatory contain the following: a unified Bill of Quantities and Preliminary Cost Estimate for all phases (1 file) in Excel format (font “Arial”, font size 12) and graphic attachments in AutoCad format, including a 3D overview of the facility. The digital form of the documentation must contain all graphic and textual appendices that must correspond to the appendices of the documentation submitted in analogue form. The Bill of Quantities in digital form must comply with the Law on Public Procurement (“Official Gazette of Montenegro”, No. 742/19)

The deadline for completing the Preliminary Design and submitting the documentation for the approval of the Chief State Architect is 45 days. The deadline for completing the Main Design is 105 days from receiving the approval of the Chief State Architect on the Preliminary Design until the day of submitting the design to a reviewer. The designer commits to revising the design in case of a negative report issued by the reviewer and within the deadline set by the investor.

## Technical Conditions for Works Performance

In the technical descriptions, the obligations of the future Contractor shall be set forth. The Contractor is committed to executing all work items provided by the revised project documentation, as well as all accompanying works and materials necessary for the completion of positions, without special remarks, to ensure functionality and durability.

The planned construction must comply with modern technological processes and construction methods, and traffic elements must function for traffic safety, driving comfort, and environmental protection, which must be given a special attention during both construction and operation.

## Final Provisions

During the work, Designer shall be obliged to cooperate with the Contracting Authority and the user (Ministry of Education, Science and Innovation) and regularly inform those bodies about the progress of the project and the planned technical solutions. The designer is also obliged to get approval from the user for selected materials and equipment.

## Legal Regulations

In preparing the documentation, the following regulations must be complied with:

* Law on Spatial Planning and Construction of Structures (“Official Gazette of Montenegro”, No. 064/17 of 06/10/2017, 044/18 of 06/07/2018, 063/18 of 28/09/2018, 011/19 of 19/02/2019, 082/20 of 06/08/2020)
* Rulebook on specific conditions for establishing institutions in the field of education and upbringing (“Official Gazette of Montenegro”, No. 40 dated June 20, 2006)
* Law on Preschool Education “Official Gazette of the Republic of Montenegro”, No. 64/2002, 49/2007, 80/2010, 40/2011 - other law, 40/2016, and 47/2017
* Rules on Specific Conditions and Manner of Adapting Facilities for Access and Movement of Persons with Reduced Mobility and Persons with Disabilities (“Official Gazette of Montenegro”, No. 51/08, 34/11, 35/13 and 33/14),
* Rulebook on Technical Measures and Conditions for Sound Protection of Buildings (“Official Gazette of Montenegro”, No. 060/18 of 07/09/2018)
* Rulebook on the manner of preparation and content of technical documentation for construction of structures (“Official Gazette of Montenegro”, No. 044/18 of 06/07/2018)
* Rulebook on the Method of Calculating the Area and Volume of Structures (“Official Gazette of Montenegro”, No. 060/18 of 07/09/2018)
* Rulebook on the Minimum Requirements for Energy Efficiency of Buildings (“Official Gazette of Montenegro”, No. 23/2013 of 27/5/ 2013)

**LOT - 2**

**THE PUBLIC PRESCHOOL INSTITUTION “RADOST” IN KOTOR**

FOR DRAFTING THE MAIN DESIGN WITH A CONCEPTUAL DESIGN FOR RECONSTRUCTION AND UPGRADING OF THE “KOTOR” EDUCATIONAL UNIT, WHICH IS A PART OF THE PUBLIC PRESCHOOL INSTITUTION “RADOST” FROM KOTOR ON THE URBAN PLOT UP1799, WHICH MAKES UP THE CADASTRAL PLOT 2491 CADASTRAL MUNICIPALITY (CM) DOBROTA I, WITHIN THE SCOPE OF THE SPATIAL URBAN PLAN OF THE KOTOR MUNICIPALITY

TERMS OF REFERENCE

[1.INTRODUCTION 108](#_Toc161432411)

[1.1. Bases for the preparation of technical documentation 108](#_Toc161432412)

[2.CURRENT CONDITION DESCRIPTION……………………………………………109](#_Toc161432413)

[3. TERMS OF REFERENCE FOR DRAFTING THE MAIN DESIGN AND LANDSCAPING WITH A PRELIMINARY DESIGN 110](#_Toc161432414)

[3.1. Subject of the Terms of Reference 110](#_Toc161432415)

[3.2. Objective and Purpose of Preparing Technical Documentation 110](#_Toc161432416)

[3.3. Location 111](#_Toc161432417)

[3.4. Elements to Design 111](#_Toc161432418)

[3.4.1. Functional Aspects 112](#_Toc161432419)

[3.4.2. Structural System 112](#_Toc161432420)

[3.4.3. Energy Efficiency 112](#_Toc161432421)

[3.4.4. Materialization 114](#_Toc161432422)

[3.4.5. Landscaping of the Preschool Institution 114](#_Toc161432423)

[3.4.6. Overview of the premises of the preschool institution 114](#_Toc161432424)

[4. TERMS OF REFERENCE FOR THE MAIN DESIGN OF THERMAL-TECHNICAL INSTALLATIONS 117](#_Toc161432425)

[4.1. Thermal-Technical Installations Design 117](#_Toc161432426)

[4.2. Design for Fire Extinguishing Installations – Sprinkler Installations 117](#_Toc161432427)

[5. TERMS OF REFERENCE FOR THE MAIN DESIGN OF ELECTRO-TECHNICAL INSTALLATIONS OF STRONG CURRENT 118](#_Toc161432428)

[5.1. Electricity supply of the facility 118](#_Toc161432429)

[5.2. Backup Power Supply 118](#_Toc161432430)

[5.3. Lighting and Devices 119](#_Toc161432431)

[5.4. Lightning Protection Installation and Grounding 120](#_Toc161432432)

[5.5. Potential Equalization Installation 120](#_Toc161432433)

[5.6. EMP Automation Installations 120](#_Toc161432434)

[6. TERMS OF REFERENCE FOR THE MAIN DESIGN OF ELECTRO-TECHNICAL INSTALLATIONS OF WEAK CURRENT 120](#_Toc161432435)

[6.1. Fire Alarm System and Anti-burglary System 120](#_Toc161432436)

[6.2. Structured Cabling System (SCS) and Telephony 121](#_Toc161432437)

[6.3. Video Surveillance System 121](#_Toc161432438)

[6.4. Sound System 121](#_Toc161432439)

[6.5. Electrical Outlets and Power Supply for Technical Equipment Consumers 122](#_Toc161432440)

[7. TERMS OF REFERENCE FOR THE MAIN DESIGN OF WATER SUPPLY AND SEWERAGE SYSTEM 122](#_Toc161432441)

[7.1. Hydro-Technical Installations 122](#_Toc161432442)

[7.1.1. Water Supply and Hydrant Network 122](#_Toc161432443)

[7.1.2. Fecal Sewage System 123](#_Toc161432444)

[7.1.3. Stormwater Sewage 124](#_Toc161432445)

[7.2. Sanitary Devices, Equipment, and Accessories 124](#_Toc161432446)

[8.SPECIFIC REQUIREMENTS 124](#_Toc161432447)

[8.1. Content of Project Documentation 124](#_Toc161432448)

[8.2. Conditions for Processing Technical Documentation 125](#_Toc161432449)

[8.3. Technical Conditions for Works Performance 126](#_Toc161432450)

[8.4. Final Provisions 127](#_Toc161432451)

[8.5. Legal Regulations 127](#_Toc161432452)

# INTRODUCTION

The Ministry of Education, Science and Innovation is implementing the project named “Montenegro Education Programme”, financed by a loan approved by the European Investment Bank, a donation from the Western Balkans Investment Framework (WBIF) and bilateral EU donors, as well as national budget co-financing. The Project envisages the construction of five new schools, the reconstruction of ten vocational high schools, and the reconstruction of three kindergartens.

The subject of these Terms of Reference is the preparation of technical documentation for the reconstruction and upgrading of the educational unit “Kotor” in the Tabačina settlement, which is part of the Public Preschool Institution “Radost” from Kotor on the urban plot UP1799, which consists of the cadastral plot 2491 Cadastral Municipality (CM) Dobrota I, within the scope of the Spatial Urban Plan of the Municipality of Kotor (“Official Gazette of Montenegro” No. 95/20).

## Basis for Preparation of Technical Documentation

Bases for the preparation of technical documentation:

* Terms of Reference
* Urban Technical Requirements numbered 08-332/23-6789/11 and dated November 28, 2023, issued by the Ministry of Spatial Planning, Urbanism and State Property with conditions obtained from public companies that are attached to UTUs.
* Guidelines for architectural design of early childhood education centers
* Preservation conditions for the reconstruction of the facility numbered UP/I-05-953/2023-3 and dated November 6, 2023
* Geodetic fundamentals and a report on geological soil testing are to be provided by the designer

The designer shall be obliged to collect, study, and analyze climatic, hydrological, and hydrogeographic parameters, such as precipitation, temperature, wind, fog, sunlight. Also, the designer shall be obliged to conduct geological surveys of the terrain and, on the grounds of the “Report on Detailed Geotechnical Investigation”, define seismic zones, all in accordance with the applicable legal regulations, and to prepare geodetic fundamentals needed for drafting the Main Design.

# CURRENT CONDITION DESCRIPTION

**FACILITY:** Kindergarten at the ground floor level (P)

**LOCATION:** Urban plot UP1799, which consists of cadastral plot 2491 CM Dobrota I, within the scope of the Spatial Urban Plan of the Municipality of Kotor (“Official Gazette of Montenegro” No. 95/20).

The cadastral plot 2491 CM Dobrota I, of the surface of 2,224.00 m2, in the scope of the Spatial Urban Plan of the Municipality of Kotor (“Official Gazette of Montenegro’, No. 95/20) comprises an existing facility - a kindergarten, of the surface of 418 m2, at the ground floor (P), and auxiliary facility of the surface of 14 m2, at the ground floor (P). The facility is located in Street Zlatne njive. Vehicle access to the facility is on the east side from Marovina Street. The pedestrian entrance for children and parents is on the west side. There are 4 workrooms, with three sanitary units, in the kindergarten. There are 2 offices for educators and a nutritionist. In the economy block of the building, there is a kitchen with storage areas.

A person pointing at a broken window

Description automatically generated



A bathroom with a shower and a window

Description automatically generated

*Figure 1: Photos of the current conditions*

*Up - external appearance of the facility; below - photos of the interior of the facility*

The existing facility is of a gross area of 418 m2 and does not meet the spatial capacity needs of this part of the city. In addition to spatial capacities and functional organization, the following deficiencies were observed during the inspection of this facility: interior and exterior joinery is in poor condition, a dilapidated facade, damaged gutters and attic flashing, worn surfaces of walls and floors in classrooms, corridors, and bathrooms, as well as worn-out equipment in the bathrooms. Apart from the deficiencies in the facility, cracked access paths around the building and damaged children play equipment in the kindergarten courtyard were also observed *(Figure 1).*

An analysis of the current conditions of the facility further defines the interventions that need to be carried out during the reconstruction of the facility.

# TERMS OF REFERENCE FOR DRAFTING THE MAIN DESIGN AND LANDSCAPING WITH A PRELIMINARY DESIGN

**FACILITY:** Kindergarten at the ground floor level + one floor (P+1)

**LOCATION:** Urban plot UP1799, which consists of cadastral plot 2491 CM Dobrota I, within the scope of the Spatial Urban Plan of the Municipality of Kotor (“Official Gazette of Montenegro” No. 95/20).

**URBAN-TECHNICAL REQUIREMENTS:** numbered 08-332/23-6789/11 and dated November 28, 2023, issued by the Ministry of Spatial Planning, Urbanism and State Property

**INVESTOR:** Ministry of Education, Science and Innovation of Montenegro

## Subject of the Terms of Reference

The needs of the Ministry of Education, Science and Innovation require, based on these Terms of Reference, drafting a preliminary and main designs for the adaptation, reconstruction, expansion and upgrading of the existing facility of the educational unit “Kotor” which is a part of the Public Preschool Institution “Radost” from Kotor. When reconstructing a facility, a design must include the current conditions, the plan of interventions, and the newly projected conditions. After reconstruction and upgrade carried out, it is planned that the facility will have a gross constructed area of up to 1400 m2, fully in accordance with:

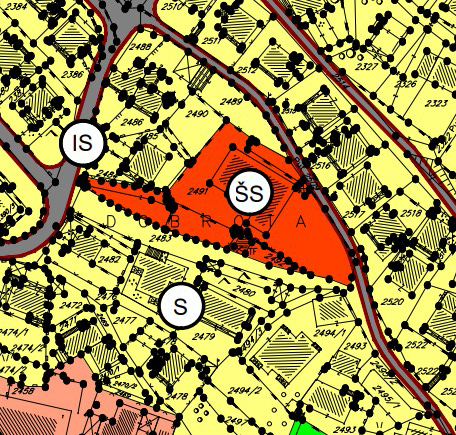
* Urban Technical Requirements numbered 08-332/23-6789/11 and dated November 28, 2023, issued by the Ministry of Spatial Planning, Urbanism and State Property with conditions obtained from public companies that are attached to UTUs.
* Preservation conditions for the reconstruction of the facility of the educational unit “Kotor” numbered UP/I-05-953/2023-3 and dated November 6, 2023
* Rulebook on specific conditions for establishing institutions in the field of education and upbringing (“Official Gazette of Montenegro”, No. 40 dated June 22, 2006),
* Law on Spatial Planning and Construction of Structures (“Official Gazette of Montenegro”, No. 064/17 dated 06/10/2017, 044/18 dated 06/07/2018, 063/18 dated 28/09/2018, 011/19 dated 19/02/2019, 082/20 dated 06/08/2020)
* Law on Preschool Education “Official Gazette of the Republic of Montenegro”, No. 64/2002, 49/2007, 80/2010, 40/2011 - other law, 40/2016, and 47/2017

## Objective and Purpose of Preparing Technical Documentation

Through analyses of the spatial possibilities and limitations of the planned location, these Terms of Reference are aimed at obtaining the guidelines for creating a functionally and aesthetically worth design for the implementation of the planned contents of the kindergarten and nursery, and at developing inter-coordinated projects (preliminary and main design) needed for the registration of works and construction of the facility, i.e. the execution of works.

As part of the Main Design, the designer shall be obliged to prepare all textual, graphical, and numerical documentation with the necessary contents clearly indicating the dimensions of all elements, applied materials, structural system, elements of structural protection, static and dynamic stability and safety of the facility, fully in accordance with the Regulations on the manner of preparation and content of technical documentation for construction of structures (“Official Gazette of Montenegro”, No. 044/18 of 06/07/2018).

## Location

****

*Figure 2: Spatial Urban Plan (SUP) of the Municipality of Kotor - General urban plan, Surface Intended Use Plan - Planning unit Dobrota*

On urban plot UP1799, which consists of cadastral plot No. 2491 CO Dobrota I, within the scope of the Spatial Urban Plan of the Municipality of Kotor (“Official Gazette of Montenegro”, No. 95/20), there is the Educational Unit “Kotor” which is part of the Public Preschool Institution “Radost” from Kotor, at the ground floor (Pr).

The location is in the Tabačina zone, Kotor, near the old town. The surface of the plot formed for the educational unit “Kotor” is 2,224.00 m2. Traffic access to the plot is provided from two sides, so the entrances to the building (main and economic) are also separated.

## Elements to Design

he The architectural design shall be done in accordance with the Terms of Reference, Urban Technical Requirements, Preservation conditions for the reconstruction of the facility of the educational unit “Kotor” numbered UP/I-05-953/2023-3 and dated November 6, 2023 and other applicable legal regulations in the field of spatial planning and construction of structures. Urban Technical Requirements numbered 08-332/23-6789/11 and dated November 28, 2023, issued by the Ministry of Spatial Planning, Urbanism and State Property, defined the following urban parameters on cadastral plot number 2491 CM Kotor, shown in the table:

|  |  |
| --- | --- |
| Assigned urban planning parameters on the cadastral plot 2491 | |
| Intended Use | Areas for education and social protection |
| Surface of the cadastral plot No. 2491 | 2,224.00 m2 |
| Surface under the facility | 889.60 m2 |
| Gross surface of the constructed structures on the area (GCS) | 2224.00 m2 |
| Occupation index (OI) | 0.40 |
| Construction index (CI) | 1.00 |
| Maximum number of floors | P+2 |
| Minimum percentage of greenery | 30%-40% (with respect to the norms regulated by special regulations) |

The Main Design shall plan the design of the facility without phased implementation.

### Functional Aspects

The kindergarten shall be designed as a modern and functional facility for 170 children (approximately 1400 m2), a minimum of 5.5 m2 - 6.5 m2 of enclosed usable space per child, as defined by UT requirements. The building is intended to include appropriate functional units and spatial contents, in accordance with the Rulebook on specific conditions for establishing institutions in the field of education and upbringing (Off. Gazette No. 40/06): *A. Preschool Institution, Articles 2–68* The project should envisage a warm connection between functional zones so that the facility operates as a unified whole. Existing rooms can be redesigned, and partitions do not have to be retained unless it is assessed that their demolition would compromise the stability of the building.

### Structural System

Within the Main Design, a structural system design shall be precisely defined and detailed, along with appropriate graphical sketches and technical description.

The structural system must be safe, stable, rational, resistant to seismic impacts, and dimensioned in accordance with applicable technical regulations and standards.

When preparing project documentation, it is necessary for the designer to analyze the state of the construction of the existing building and, depending on the state of the same, make a proposal for measures, all in accordance with the Law on Spatial Planning and Construction of Buildings ("Official Gazette of Montenegro", No. 064/17 of 06.10 .2017, 044/18 from 06.07.2018, 063/18 from 28.09.2018, 011/19 from 02.19.2019, 082/20 from 06.08.2020 and other valid regulations days from the date of signing the contract. The deadline for the preparation of the Analysis of the existing situation and proposed measures is 30 days from the date of signing the contract.

Design shall be done with structural design calculations, as per Eurocode, for all relevant loads, including formwork plans, reinforcement details, workshop drawings of structural elements, specification of elements and materials, and all details that require detailed elaboration due to their specificity.

### Energy Efficiency

Architectural Aspects of Energy Efficiency

In the architectural aspects related to energy efficiency, special attention shall be paid to the architectural form, geometric and structural features of the structure envelope, as well as the disposition of the planned contents, in relation to orientation, particularly focusing on the following parameters:

- the ratio of solid (opaque) and glazed (transparent) parts of the structure envelope, in conjunction with the orientation of the facility and the position of its contents;

- thermal insulation of the structure envelope (facade, roof, and buried elements of the envelope) in accordance with European standards;

- characteristics of glazed parts of the envelope - window constructions, glass walls in accordance with current technological solutions, with special attention to architectural elements for controlling natural lighting and controlling space heating due to solar radiation;

- the structure of the facade and roof composition, as multi-layered constructions, in accordance with the orientation and climatic conditions of the location

To verify and affirm the proposed approach and design principles, the current regulations in the field of energy efficiency of the structures shall be observed, primarily the Rulebook on minimum requirements for energy efficiency of buildings (“Official Gazette of Montenegro”, No. 23/2013 dated 27/5/2013), as well as the Directive on the energy performance of buildings 2002/91/EC (EPBD).

In line with the energy management process, the European Investment Bank (EIB), which will support the execution of this facility project, has already launched an Education Program on the modernization of implementing measures to achieve reductions in energy consumption, water consumption, and embedded energy to enable the new facility EDGE certified. On this project, the designer will collaborate with EDGE (Excellence in Design for Greater Efficiencies), whose engagement will be ensured by the Investor, during the preparation of technical documentation. An EDGE expert will advise on green design, influence best practices in bioclimatic design, and assist the process of understanding EDGE standards (<https://edgebuildings.com/about/edge-app/>), software, and certification system, resulting in the creation of a resource-efficient facility.

In line with climate change processes, the European Investment Bank (EIB) has already launched an Education Program on necessary measures to mitigate the negative effects of climate change. On this project, the designer will collaborate with a PIU climate risk advisor during the preparation of technical documentation to consider implementing measures based on recommendations from the climate risk advisor, in accordance with the assessment done by the standards of Climate Risk and Vulnerability Assessment (CRVA), for current and future climate risks in the region where the facility will be constructed.

When designing facilities, it is necessary to meet the minimum requirements from the EDGE recommendations, with the consent of the Investor, which would enable the facilities to obtain the EDGE certificate through appropriate requirements in the main design, as well as recommendations from the CRVA report, which would enable the facilities to be maximally functional and resistant to all expected climate changes in the future through appropriate requirements in the main project.

Aspects of integrated design of installations in relation to energy efficiency

In the context of integrated installation design, based on the climatic conditions of the location and the needs of the users arising from the purpose of the facility, a heat pump system of appropriate capacity is recommended as the primary source of “heating” and “cooling” energy. This source shall supply “heating” and “cooling” energy to those functional units where this need arises from the usage regime of the space.

The concept, technological, and technical designs for installations to maintain thermal comfort shall be designed in line with the intention to achieve significant reductions in the needs for heating and cooling energy through “passive” solutions, i.e., in the scope of architectural designs (thermal insulation, sun protection, etc.), while the possibility of eliminating the need for cooling energy may also be considered.

Heating and cooling of the kindergarten shall be provided by a heat pump. Heating and cooling of the kindergarten shall be done with cassette units located in the suspended ceiling.

### Materialization

Solutions for relevant issues of materialization of the kindergarten facility shall be defined in the textual and graphical part of the documentation.

To improve the conditions for children’s stay, it is necessary to carry out all needed interventions, renovations, and replacements of floor, ceiling, and wall coverings in the existing facility. To meet the conditions of energy efficiency, it is necessary to replace the existing interior and exterior joinery with new ones and make a new facade. For the external facade treatment, quality materials shall be chosen, resistant to atmospheric influences and easy to maintain. When choosing materials, one should take into account the energy efficiency of the materials and reduced harmful effects on the environment, fully in accordance with the Conditions for the reconstruction of the facility of the educational unit “Kotor” numbered UP/I-05-953/2023-3 and dated November 6, 2023. Quality hydro and thermal insulation materials shall be used to minimize heat losses and create a pleasant environment for stay and work.

For the interior treatment, materials shall be chosen according to the purpose of the rooms, durable, wear-resistant, and easy to maintain.

### Landscaping of the Preschool Institution

Through landscaping, it is needed to envisage an optimal solution for the free space of the urban plot, ensuring access paths, plateaus around the facility, playgrounds, landscaping of green areas, pedestrian and vehicle approaches to the building, and access roads for fire trucks.

Designed traffic channels must be functional and allow unhindered movement of pedestrians and persons with special needs. The design shall ensure the normal functioning of traffic around the facility, internal roads, connection to the planned and existing street network, and parking space capacity in accordance with the needs of users and visitors, all in accordance with the function of the planned facility and urban-technical requirements. Outdoor furniture shall be adapted to the function of the facility. Apply quality materials suitable for the climate and tradition of the area and easy to maintain.

In line with the function and purpose of the facility, the landscaping design shall also envisage appropriate horticulture, green areas that would contribute to the aesthetic and visual quality of the environment at the location, improve the microclimate, reduce noise and air pollution, and distinguish and frame the newly planned building. The planned state of landscaping of green areas shall be harmonized with environmental conditions, planned purpose, prescribed norms and Conditions for the reconstruction of the facility of the educational unit “Kotor” numbered UP/I-05-953/2023-3 and dated November 6, 2023.

### Overview of the premises of the preschool institution

Design the facility as a modern and functional facility for 170 children. Plan the facility to be rational, both during construction and in the operational period.

The following spatial units shall be foreseen in the kindergarten:

* Zone for children
* Zone for staff and other auxiliary facilities
* Kitchen zone
* Service zone

The maximum number of floors for the kindergarten is P+1 (ground floor+1).

The planned area of the kindergarten is 1400.00 m2.

Special attention shall be paid to the following:

* Dimensioning of space based on the designed capacities
* Physical structure and organization of space within the given purpose
* Design of the landscaping, pedestrian and vehicular approaches to the facility, as well as meeting the functional requirements, rationality, and cost-effectiveness of the design as a whole.

Rooms for children are divided into two sections i.e. rooms for kindergarten-age children and rooms for nursery-age children. Children up to three years of age are accommodated in the nursery, while the children from three years to school age are accommodated in the kindergarten.

This facility shall be functionally resolved so that work rooms for children of kindergarten age are formed, while the groups for children of nursery age will be housed in another educational unit *(Table 1. Overview of rooms for children).*

|  |  |  |  |
| --- | --- | --- | --- |
| Zone | | Room Name | Number of Rooms |
| Rooms for Children | Kindergarten | Workroom for children aged 3 to 4 years | 1 |
| Workroom for children aged 4 to 5 years | 3 |
| Workroom for children aged 5 to 6 years | 3 |

*Table 1. Overview of Rooms for Children*

The Law on Preschool Upbringing and Education (“Official Gazette of the Republic of Montenegro”, No. 64/2002, 49/2007, 80/2010, 40/2011 - other law 40/2016, 47/2017) recognizes three groups in the kindergarten depending on the age of the children - children aged three to four, children aged four up to five years and children aged five to six. Along with workrooms for children, it is mandatory to plan appropriate sanitary facilities. When designing a sanitary facility for children, the dimensions of the sanitary ware and their layout shall be considered.

The areas of individual workrooms and sanitary facilities shall be aligned with the Rulebook on specific conditions for establishing institutions in the field of education and upbringing (“Official Gazette of Montenegro”, No. 40 of June 22, 2006). Child zones shall be open, fluid, and such that they can be transformed from smaller units into larger ones or from larger to smaller, using light partition walls or curtains when needed.

In addition to rooms for children, separate zones shall be planned in the kindergarten for administration *(Table 2. Overview of Rooms for Administration).*

|  |  |  |
| --- | --- | --- |
| Zone | Room Name | Number of Rooms |
| Rooms for Administration | Coordinator’s Office | 1 |
| Space for Employees and Parents | 1 |

*Table 2. Overview of Rooms for Administration*

Vertical and horizontal communication channels and sanitary facilities must be dimensioned according to the capacity of the space, with mandatory adaptation of all contents for persons with special needs in accordance with applicable legal regulations.

The entrance to the kindergarten and nursery shall be separate, with a triage area for receiving children. A multi-functional hall with storage for props and equipment shall be designed with a total area of 150 m2 (multi-functional hall of 100 m2 minimum) and shall be next to the spacious entrance hall.

The following contents shall be envisaged in the zone of space for staff and parents (Table 3. Overview of Rooms for Staff and Auxiliary Contents). Within the office for speech therapists, space for individual work with children shall be provided.

|  |  |  |
| --- | --- | --- |
| Zone | Room Name | Number of Rooms |
| Space for Staff and Auxiliary Contents | Staircase and Elevator |  |
| Windbreaker |
| Triage |
| Channels to the Cloakroom (next to workrooms) |
| Multi-functional Hall with Storage for Props and Equipment | 1 |
| Office for Professional Associates (Educator/Psychologist) | 1 |
| Speech therapist | 1 |
| Preventive Healthcare | 1 |

*Table 3. Overview of Rooms for Staff and Auxiliary Contents*

A kitchen according to HACCP standards shall be designed for 300 children (breakfast, lunch, snack) with a provided kitchen dressroom with toilets. The kitchen should have a separate service entrance, with separate access for receiving and delivering food items and disposing of waste (vehicle access platform for food transport) *(Table 4. Overview of kitchen rooms).* The design shall also envisage the complete technology of the kitchen.

|  |  |
| --- | --- |
| Zone | Room Name |
| Kitchen | Entrance Area |
| Food Reception with Scale |
| Food Dispatch |
| Waste |
| Central Kitchen |
| Nutritionist |
| Corridor |
| Staff Dressing Room |

*Table 4. Overview of kitchen rooms*

Inside the facility, a technical room shall be planned for housing equipment for strong and weak current, which shall be of an appropriate surface, as well as service rooms listed in the table *(Table 5. Inspection of premises).*

|  |  |
| --- | --- |
| Zone | Room Name |
| Service Rooms | Corridor |
| Inventory - Storage |
| Janitor’s Workshop |
| Boiler Room |
| Sanitary Facilities for Children and Employees |

*Table 5. Overview of Service Rooms*

Mandatory to provide graphical representations with the layout of furniture and equipment, with specifications and preliminary measure of related works, as well as calculation of energy efficiency. Also, create a project for the technology of the kitchen room with a detailed specification of equipment. The designer is obligated to provide in the Main Design all necessary contents and equipment, to ensure the full functionality of the facility. The design shall include the specification of equipment and furniture with schemes, as well as the preliminary measure of works related to the procurement and installation of equipment and furniture of the facility.

# TERMS OF REFERENCE FOR THE MAIN DESIGN OF THERMAL-TECHNICAL INSTALLATIONS

## Thermal-Technical Installations Design

The main design for thermal-technical installations shall be drafted based on the architectural-construction project and the programme content of general and individual rooms. The design drafting shall comply with the valid Law on Spatial Planning and Construction of Facility and other laws and subordinate legal acts that regulate the working conditions of preschool institutions. The design shall contain solutions that are maximally energy-efficient and eco-friendly according to the national strategy for development of energy efficiency and sustainability. In accordance with professional standards, a system shall be designed to ensure cost-efficient energy consumption, reliable operation, and minimal operating costs while optimizing the investment.

The external temperature parameters for the Kotor zone shall be considered as input parameters. Internal temperatures shall be determined based on the recommendations for individual rooms during the summer or the winter operating modes. The most cost- and energy-efficient system shall be taken as the energy source. When creating the design, these conditions and requirements shall be designed:

1. Offices and workrooms shall be designed with heating and cooling systems
2. Halls shall be designed with a heating system.
3. The kitchen shall be designed with heating, cooling, and ventilation systems.
4. Technical rooms for accommodating weak current equipment shall be in an independently defined and thermal-technically separate premises with a constant temperature provided by an Inverter air conditioning unit.
5. Sanitary hot water shall be provided from the hot water system in winter, and from a thermosolar system and recuperation in summer. Heat-resistant heaters shall be envisaged as a backup option

In the absence of domestic standards, use appropriate foreign standards, primarily EN norms.

## Design for Fire Extinguishing Installations – Sprinkler Installations

A stable fire protection system – a sprinkler installation – shall be designed as a system separate from the water supply and hydrant network installations, with a connection to the external water supply network, in accordance with the requirements set forth by the competent company. The fire extinguishing medium is water in a sprayed jet and must cover the entire area of the building where water can be used as an extinguishing medium. Special attention shall be paid to a possibility of water freezing in the pipelines. The sprinkler installation must automatically activate at an elevated temperature of 68º C. The design shall also anticipate the possibility of supplying the sprinkler installation with water from a fire truck via connections for fire trucks on the facility’s facade. Calculation and dimensions of the installation shall comply with the valid regulations and standards. The sprinkler installation shall be connected to strong current, low current, and automation systems. Based on the requirements obtained, the need for a power generator to supply the sprinkler plant shall be specified.

The main design of the mechanical installations shall fully comply with applicable regulations governing the related area, so that the prepared technical documentation may result in obtaining the building permit, estimating costs, procuring equipment and materials, and carrying out the works. The design shall comprise all computational, graphic, and descriptive documentation required for a smooth execution of works.

The design of mechanical installations shall be aligned with other parts of the technical documentation.

The design shall be submitted in a required number of hard copies and in a digital form.

# TERMS OF REFERENCE FOR THE MAIN DESIGN OF ELECTRO-TECHNICAL INSTALLATIONS OF STRONG CURRENT

The electro-technical design shall cover the internal electrical installations and atmospheric discharge (lighting) protection installations – lightning protection installations.

The subject of the design are also the infrastructural connections to the electricity supply network according to Urban-Technical Requirements. The design shall cover the internal electrical installations and atmospheric discharge (lighting) protection installations for all facilities of the complex.

The design shall cover the following:

## Electricity supply of the facility

according to the obtained Urban-Technical Requirements.

Note: *After determining the data on simultaneous power and the number of measuring points in the facility, these shall be forwarded to the Ministry of Education, Science and Innovation, which will take further steps towards CEDIS to issue technical requirements for project documentation preparation.*

## Backup Power Supply

Diesel electric power generators shall be provided as a backup power source for:

* Systems that need to operate in case of fire
* Fire-fighting systems (pumps, fans, and all other systems determined in the fire protection report), water pumps. The rest of the facility does not necessarily require generator power supply, except if the designer deems it necessary for certain systems or technical rooms.

Works on connecting the facility to the low voltage (LV) network are subject to this part of the project documentation (routes, types, verification of cross-sections of LV cables with all associated works).

Cable-connection cabinets shall be placed on the facade of the facility.

The main distribution board shall be located in a separate room on the ground floor of the facility. The number of other boards shall be set at your discretion, complying with the regulations and recommendations.

## Lighting and Devices

Lighting shall comprise of as much as possible LED lights. The lighting in corridors and similar spaces shall be controlled from one or several central locations, depending on the functionality of the premises. The intensity of lighting shall be adopted depending on the intended use of the premises. A sufficient number of single-phase outlets shall be planned in workrooms and offices. Outlets in office and similar rooms shall be planned to be at a height of 0.40m from the finished floor level. Those shall be placed at a height of 1.50m in workrooms and similar premises intended for children. All sockets shall have a protective insert as additional protection from touch voltage.

Each computer/workstation must have at least three 2M power sockets and two RJ45.

The necessary number of lighting fixtures shall be put in the workrooms. Each room shall have a minimum of 2 levels of lighting control. A certain number of single-phase Schuko outlets shall be planned for halls and corridors. An appropriate number of direct current circuits shall be planned for all concentrations of weak current installations. The installations shall be done with a cable carrying the fine-wire conductors and a grounding wire, with about 2m reserve length, of appropriate cross-section. Technical rooms shall be supplied with separate power cables and associated distribution boards.

Appropriate installation shall be provided in accordance with the Main Design of Thermal-Technical Installations.

The project documentation shall be aligned with the architecture, construction, thermotechnics, and layout of lighting fixtures phases.

The lighting shall be provided within the landscaping with access roads and parking spaces, hot-dip galvanized poles of recommended height of H=8m with sodium light source and lighting fixtures of at least IK 08 class. In agreement with the project of thermal-technical installations, provide power supply for all devices and control circuits. The thermal-technical installations shall be supplied from the distribution network except for equipment the functioning of which requires generator power supply in accordance with the Fire Protection report (smoke exhaust systems, sprinkler pump, heating circulation pumps, etc.).

The kitchen technology shall be coordinated with the project documentation – exact positions, heights, and types of connections for kitchen devices and equipment, and cable routes in the free output part to the connections within the device itself, with cable protection in an appropriate way, from mechanical and thermal damage.

All internal installations shall be provided with appropriate conductors in accordance with valid regulations in this area with a grounding wire.

Electrical distribution line shall be conducted with cables dimensioned according to continuously permissible currents according to JUS N.B 2.752 with overload protection check according to JUS N.B 2.743. When laying power cables and weak current cables, a minimum parallel

distance between them shall be 50 cm, and crossings shall be at right angles.

In the facility, an emergency lighting shall be planned: panic and evacuation lighting with its power source

(Aku-battery), in accordance with the fire protection study.

## Lightning Protection Installation and Grounding

The grounding installation and lightning protection installation shall be designed in accordance with JUS IEC 1024-1. The design must cover the entire facility, with corresponding/necessary construction

– craftworks.

## Potential Equalization Installation

Provide potential equalization in all restroom facilities. The same shall be done using a potential equalization box. All larger metal masses in the facility shall be appropriately grounded. The fuel tank, if provided, with associated installations for space heating needs, must be grounded and provide appropriate details of connections as well as other details of the ground around the tank.

## EMP Automation Installations

A separate segment of the project documentation shall provide for the automation of electromotor drives and thermal-technical installations (heating, sprinkler system, etc.). Appropriate connections with weak current systems and other systems required by legal regulations shall be provided. When preparing the project documentation, appropriate single-pole and principle schemes, block diagrams, estimates, and calculations of power and signal cables shall be attached. Based on the requirements obtained, the need for a power generator to supply the sprinkler plant shall be specified.

The design shall be fully prepared in accordance with the valid technical regulations and standards, terms of reference, recommendations for this type of a facility, as well as the Law on Spatial Planning and Construction of Structures (Off. Gazette No. 82/20), Rulebook on the manner of preparation and content of technical documentation for construction of structures (“Official Gazette of Montenegro”, No. 044/18 of 06/07/2018, 043/19 of 31/07/2019), as well as data obtained from other phases of the main design.

# TERMS OF REFERENCE FOR THE MAIN DESIGN OF ELECTRO-TECHNICAL INSTALLATIONS OF WEAK CURRENT

The weak current electrical installations design shall be prepared in accordance with the Law, regulations, and standards.

## Fire Alarm System and Anti-burglary System

The fire alarm system shall be designed as a modern, centralized, addressable, modular system. The fire alarm system shall enable timely detection of the occurrence and location of a fire and alert the present individuals. The fire alarm control panel shall be placed in a control room or a similar one, with a constant presence of duty staff.

Automatic fire detectors shall be provided in all rooms carrying a fire risk. Along all communication channels, corridors, and staircases, the installation of manual fire alarms shall be planned. It shall be connected to the sprinkler system equipment. Fire alarm systems directly control (off/on) the systems such as: air conditioning, ventilation, fire dampers, fire doors, sprinklers, automatic notification (EVAC system), etc.

An anti-burglary system shall be designed with a potential for integration with a video surveillance system. The system shall be monitored from the central surveillance room. Technical requirements for the system include the following: autonomous power supply, own memory, and the possibility of subsequent reading of stored data, etc.

Anti-burglary system shall cover all entrances to the facility and all potential points where unauthorized entry is possible. All changes shall be displayed on the plans on the monitor.

## Structured Cabling System (SCS) and Telephony

The design shall include a telephone exchange with an appropriate number of phones. The installation shall be designed from the main telephone distribution cabinet, or main telecommunications network distributor, with telecommunication cables of the required capacity.

For workplaces, a structural cable system shall be designed for providing two RJ-45 sockets for each workstation, except at the workplace determined by the designer (secretary, etc.) where additional sockets can be installed as needed.

The horizontal cable distribution within the structured network shall be set with shielded four-pair cables of the FTP type having dimensions of 4x2x0.5mm cat6.

The number and position of secondary SCS concentrators are determined by the network topology and the fact that the maximum length of a connection point within the SCS shall not exceed 90m. Each computer/workstation must have at least three 2M power sockets and two RJ45. The arrangement of computer desks defines the position of the connection installation. Details of connecting computer equipment shall be provided upon equipping the facility with furniture.

## Video Surveillance System

Designed system shall ensure continuous monitoring of access to the facility, surveillance of entrance spaces, and main communication channels in the facility. Implemented video surveillance in the facility shall include modern IP fixed colour cameras with quality technical capabilities, powered via PoE switches (indoor cameras) or via a separate power cable for outdoor cameras, which shall have housings with heaters, etc., according to the weather conditions of this area.

Outdoor cameras shall be fixed or “Speed Dome” colour cameras in IP configuration in appropriate housings for outdoor installation. Cameras shall cover all other places deemed necessary. A video console with the appropriate number of 24" PRO monitors operating 24/7 shall be provided in the control room or office space. The video console shall enable continuous surveillance of all cameras in the system, continuous recording (appropriate disk capacity 2 x 1TB), and the possibility of immediate or subsequent event analysis.

NOTE: *For the video surveillance system, a separate Ethernet network (separate video surveillance switches from LAN network switches) shall be provided.*

## Sound System

The system shall enable broadcasting of radio broadcast programs and broadcasting of local programs from CDs or Tuners. In addition to these functions, the sound system shall enable the broadcasting of various announcements (via microphone station) and messages in case of fire (as well as actions to be taken in such situations).

The central sound station shall be placed in the control room (head of security). The central sound station shall include an appropriate number of amplifiers, sound sources (AM/FM tuner, CD player), and a paging microphone desk. The sound system shall cover all communications, halls, corridors, kitchen, etc., as well as any other important rooms determined by the designer.

## Electrical Outlets and Power Supply for Technical Equipment Consumers

The number, layout and power of electrical outlets and fixed connections shall be designed in accordance with the requirements of the technological project and the interior design project. The technological units shall be equipped with their distribution cabinets. The electromotor drive installation shall be designed to include the installation for power supply, control, and automatic operation of systems defined by the thermal-technical installations design, as well as water supply and sewage installations in accordance with valid regulations.

# TERMS OF REFERENCE FOR THE MAIN DESIGN OF WATER SUPPLY AND SEWERAGE SYSTEM

## Hydro-Technical Installations

The main project of hydrotechnical installations shall be done on the basis of Urban Technical requirements, numbered 5310 and dated 09/10/2023, issued by the Limited Liability Company “Water Supply and Sewerage Kotor” and in accordance with the municipal Decision on the public sewage system and wastewater removal in the area of the municipality of Kotor (Official Gazette of Montenegro - Municipal regulations 03/13 of 16/01/2013).

The following shall be planned to be in placed in the facility:

* Cold water plumbing network
* Hot and circulation water plumbing network
* Sanitary water plumbing network
* Hydrant network
* Fecal sewage network
* Stormwater sewage network

### Water Supply and Hydrant Network

This area is supplied with water from a reservoir located at 68 meters above sea level. The existing facility is connected to water supply system, but it is necessary to reconstruct the connection and the water shaft and move it to the edge of the related plot.

Supply from the connection to the water meter shaft shall be made of PEHD water pipes for underground installation. A control water meter shall be provided separately for the hydrant and sanitary network to register the water consumption of the entire facility, unless the sanitary and fire water meters are not of the same dimensions, in which case one common water meter is sufficient.

All installed water meters must have brass housing, impulse mechanism, and a radio module for remote reading and shutting off, compatible with the adopted program and equipment of “Water Supply and Sewage” in Kotor. The water meters must be calibrated and must have a seal from the Metrological Institute of Montenegro with the ME mark.

The internal plumbing installations for distribution within the facility at the sanitary facilities shall be designed in a classic manner in accordance with all valid standards and regulations for this type of installation.

The internal plumbing installations for distribution within the facility by sanitary facilities classically shall be designed in accordance with all valid standards and regulations for this type of installation. When designing installations in sanitary facilities for children, the height of pipe lines for faucets on washbasins shall be took into consideration so as to avoid issues during the installation of sanitary devices for children. Those shall be lower than standard, to enable children to use them easily (upper edge of washbasin ≈40cm from the finished floor level, height of toilet seat ≈30cm from the finished floor level).

The sanitary water installations shall be made of PPR pipes. The pipes must have the necessary pressure certificates. Resolve vertical risers and horizontal distribution "invisibly" behind the finishing of walls and floors in wet rooms. Central valves shall be provided in bathrooms, and check valves next to water outlets. The basic pipe line of the facility’s plumbing network shall be aligned with the architectural-construction design.

If there’s a lack of pressure in the water supply network, devices for pressure increase shall be planned. The heat carrier for hot water preparation will be determined as part of the thermo-technical installations, and electric heaters will be provided as a backup energy source. A circulation network with circulation pumps shall be provided within the hot water system.

Apart from water for sanitary consumption, the facility needs to be supplied with water for fire extinguishing, in accordance with the “Rulebook on Technical Norms for Hydrant Network for Fire Extinguishing”. Galvanized steel pipes with a minimum internal diameter of Ø52 shall be used for the hydrant network. Internal wall hydrants with accompanying equipment shall be placed at appropriate accessible places, so that direct extinguishing can cover all rooms in the facility.

The method of testing the water installation, pressure, connections, and its disinfection after assembly and before commissioning shall be planned and described.

### Fecal Sewage System

In order for the subject facility to be connected to the public system, it is necessary to first remove all connections of adjacent facilities to the septic tank of the facility.

The sewage system of Kotor was designed as a separate system, which means that the fecal and atmospheric systems are completely separate and that combined connection between them is prohibited. The use of septic tanks is prohibited for facilities connected to the sewage system.

The connection shall be made of certified PVC pipes for street sewage (bearing capacity of at least SN4) with a minimum diameter of DN160 or DN200 to the street inspection manhole.

At the mentioned location, there is a public sewer network, so it is necessary to design a connection to the public sewer system.

The internal sewage installations shall be designed in a classic manner from low-noise PP sewage pipes for household sewage with appropriate shaped pieces and connecting material, complying with all valid standards and regulations for this type of installation. The main pipe line of the facility’s sewage network shall be aligned with the architectural-construction design. When designing installations in sanitary facilities for children, the height of drains shall be took into consideration so as to avoid issues during the installation of sanitary devices for children. Those shall be lower than standard, to enable children to use them easily (upper edge of washbasin ≈40cm from the finished floor level, height of toilet seat ≈30cm from the finished floor level).

The vertical sewage network shall be done invisibly through vertical channels left for this purpose indicated in the architectural construction design. Floor drains shall be provided in all sanitary facilities. Sanitary facilities shall be vented through the roof of the building and place ventilation caps. The sewage verticals shall also be vented through the roof, and pipe air admittance valves, which resolve pressure in the pipes and prevent water from being sucked out of the drains, shall be installed on secondary verticals and drainage branches more than 4m away from the main sewage vertical.

Inspection pieces shall be provided at the bottom of each sewage vertical. The horizontal distribution lines of floor sewage in restroom facilities shall be provided below the interfloor plate, i.e. ceiling distribution lines shall be planned.

All sanitary, fire-protection and other regulations in this area. The profiles of the main channel from the facility shall be specified based on hydraulic calculations; a profile not smaller than DN160 is recommended.

The method of testing the designed slopes of the horizontal distribution of the sewage network, flow rate, and impermeability of connections shall be planned and described, after assembly and before commissioning.

### Stormwater Sewage

The project shall cover the design of rainwater drainage from the roofs of the facility, as well as the entire location of the facility through the construction of a retention basin (trench) on the related plot. The retention basin shall be of dimensions to accommodate the first flood wave of rain for a duration of 15 minutes at an intensity of 264 l/s/ha.

A separator needs to be planned for purifying water from parking lots and roads. After the construction of the street stormwater sewage network, the connection of the facility’s installations to it shall be planned.

## Sanitary Devices, Equipment, and Accessories

All devices, equipment, and accessories are of a standard, first-class quality. The sanitary facilities for children shall be equipped with sanitary ware for children. When selecting sanitary devices, the safety of children shall be took into consideration while a special attention shall be paid to dimensions and their placement so as to enable children to use them easily. The selection shall be made together with the Investor and interior designer.

# SPECIFIC REQUIREMENTS

## Content of Project Documentation

The designer is obligated to produce technical documentation that defines the following: The capacity of the facility, spatial design, choice of structural system, dimensioning of structural elements, selection of construction materials and equipment, value of construction, crafts, installation, and other works, technical solutions for connecting the building to the appropriate traffic, installation, and other infrastructure, as well as other calculations necessary for displaying all details essential for building construction, arranging boundary surfaces, and maintenance conditions of the facility. In line with professional standards, select cost-efficient materials and equipment for all phases, ensuring reliable operation, durability, and minimal operating costs while optimizing the investment.

Integral parts of the Technical Documentation are:

* Architecture Design (disposition and specification of fixed and mobile furniture; “Synchron plan” of external and internal installations, with mandatory characteristic cross sections of the installations)
* Construction Design
* Water Supply and Sewage Design
* Mechanical and Thermal-Technical Installations Design with a Fire Extinguishing Installation Design
* Strong Current Electrical Installations Design
* Weak Current Electrical Installations Design
* Traffic Design
* Traffic signaling design
* Landscaping Design with Designs for Infrastructural Connections, Landscape Architecture and Horticulture Design
* Construction Organization and Technology Design
* Synchronized Plan of External and Internal Installations, with Mandatory Characteristic Cross-sections of Installations
* A book containing the bill of quantities with all positions and conditions of execution for all phases of work which must contain quality control and assurance programs for installed materials.

Also, in preparing technical documentation, the following studies need to be prepared:

* Study on the results of detailed geotechnical investigations of the terrain
* Energy Efficiency Study
* Firefighting System Study
* Environmental Impact Assessment Study (bilingual, in Montenegrin and English)
* Occupational Safety Study (during construction and operation phases)

**Note:** The designer is obliged to prepare bills of quantities for each phase of the works, with an accuracy of ±5%, with mandatory proofs of measurements for each item.

## Conditions for Processing Technical Documentation

Prepare technical documentation in a digital form and sign it with a qualified certificate for a qualified e-signature, in full accordance with the Rulebook on the method of preparation, scale, and detailed content of technical documentation.

The designer is obliged to prepare bill of quantities for each phase of works with an accuracy of ±5%, with mandatory evidence and to compile them in a book containing the bill of quantities with all positions and conditions for executing all phases of works.

Bill of Quantities must be aligned with the forms from the law on public procurement as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| Description of procurement subject | Essential characteristics of the procurement subject | Quantity | Measurement unit |
|  |  |  |  |

Technical documentation prepared in a hard copy, bound in a required number of numbered books, with numbered pages, organized in A4 format (21x29.7cm). Books, in hardcover, must be bound with a red tape sealed to prevent the replacement of any part of the books.

Along with the Terms of Reference, the selected designer will be provided with attachments in e-format:

* Required form of technical specifications
* Required form of the Bill of Quantities and Preliminary Cost Estimate

Preparation of detailed technical specifications in the requested format, with all phases and works and materials indexation that will appear in all documents such as Bill of Quantities and Preliminary Cost Estimate, project drawings, etc. (example and format of Detailed Technical Specifications provided).

Verification of documentation shall be done as follows:

Each part of the technical documentation shall be verified with a stamp stating the number, date, and signature of the responsible person of the company, legal entity, or entrepreneur who prepared the technical documentation or a part thereof. Soft copy of the technical documentation must be identical to the hard copy documentation. The entire graphic and numerical documentation must be processed in colour and in digital form compatible with Auto Cad and MS Office programs (DWG, xcls).

The Main Design shall be packed in A4 format. Technical documentation shall be prepared in Montenegrin and English. The Contractor shall be obliged to provide the Contracting Authority with 3 (three) copies of the project documentation in analogue form, bilingual (in Montenegrin and English), and 8 (eight) in digital form, out of which 7 (seven) digital versions shall be protected, while one shall be intended for the needs of the Contracting Authority and must mandatory contain the following: a unified Bill of Quantities and Preliminary Cost Estimate for all phases (1 file) in Excel format (font “Arial”, font size 12) and graphic attachments in AutoCad format, including a 3D overview of the facility.

The digital form of the documentation must contain all graphic and textual appendices that must correspond to the appendices of the documentation submitted in analogue form. The Bill of Quantities in digital form must comply with the Law on Public Procurement (“Official Gazette of Montenegro”, No. 742/19)

The deadline for completing the Preliminary Design and submitting the documentation for the approval of the Chief State Architect is 45 days. The deadline for completing the Main Design is 90 days from receiving the approval of the Chief State Architect on the Preliminary Design until the day of submitting the design to a reviewer. The designer commits to revising the design in case of a negative report issued by the reviewer and within the deadline set by the investor.

## Technical Conditions for Works Performance

In the technical descriptions, the obligations of the future Contractor shall be set forth. The Contractor is committed to executing all work items provided by the revised project documentation, as well as all accompanying works and materials necessary for the completion of positions, without special remarks, to ensure functionality and durability.

The planned construction must comply with modern technological processes and construction methods, and traffic elements must function for traffic safety, driving comfort, and environmental protection, which must be given a special attention during both construction and operation.

## Final Provisions

During the work, Designer shall be obliged to cooperate with the Contracting Authority and the user (Ministry of Education, Science and Innovation) and regularly inform those bodies about the progress of the project and the planned technical solutions. The designer is also obliged to get approval from the user for selected materials and equipment.

## Legal Regulations

In preparing the documentation, the following regulations must be complied with:

* Law on Spatial Planning and Construction of Structures (“Official Gazette of Montenegro”, No. 064/17 of 06/10/2017, 044/18 of 06/07/2018, 063/18 of 28/09/2018, 011/19 of 19/02/2019, 082/20 of 06/08/2020)
* Rulebook on specific conditions for establishing institutions in the field of education and upbringing (“Official Gazette of Montenegro”, No. 40 dated June 20, 2006)
* Law on Preschool Education “Official Gazette of the Republic of Montenegro”, No. 64/2002, 49/2007, 80/2010, 40/2011 - other law, 40/2016, and 47/2017
* Rules on Specific Conditions and Manner of Adapting Facilities for Access and Movement of Persons with Reduced Mobility and Persons with Disabilities (“Official Gazette of Montenegro”, No. 51/08, 34/11, 35/13 and 33/14),
* Rulebook on Technical Measures and Conditions for Sound Protection of Buildings (“Official Gazette of Montenegro”, No. 060/18 of 07/09/2018)
* Rulebook on the manner of preparation and content of technical documentation for construction of structures (“Official Gazette of Montenegro”, No. 044/18 of 06/07/2018)
* Rulebook on the Method of Calculating the Area and Volume of Structures (“Official Gazette of Montenegro”, No. 060/18 of 07/09/2018)
* Rulebook on the Minimum Requirements for Energy Efficiency of Buildings (“Official Gazette of Montenegro”, No. 23/2013 of 27/5/ 2013)

# Section 6. Contract Form

**Contract for Consultant’s Services**

**Project Name** **Project: Montenegro Education Programme (MEP)**

***Finance Contract No. 89406***

***Grant agreement No. 97.316***

**Assignment Title: Preparation of the main design with a conceptual design for reconstruction and upgrading of the “Poletarac” kindergarten in Zabjelo, Podgorica** and/or **Preparation of the main design with a conceptual design for reconstruction and upgrading of the “Kotor” educational unit, which is a part of the public preschool institution “Radost”**

**Contract No.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**between**

**Ministry of Education, Science and Innovation**

**Montenegro**

*[****Name of the Client****]*

**and**

*[****Name of the Consultant****]*

**Dated:**

1. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between on the one hand:

**Ministry of Education, Science and Innovation**, Montenegro (hereinafter called the “Client”)

and,

*on the other hand, [name of the Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows:* “…(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

(c) The Ministry of Finance of Montenegro has received a loanfrom the **European Investment Bank** (hereinafter called “the Bank”) equal to EUR 18,000,000.00 (eighteen million euros) and **Western Balkans Investment Framework (WBIF) grant** equal to EUR 10,9 million. In addition to these two sources of financing, there is also a state contribution. The Promoter - **Ministry of Education, Science and Innovation of Montenegro** intends to apply a portion of this funds to eligible payments under the Contract for this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan and grant agreement, including prohibitions of withdrawal from the loan and credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the loan and grant agreement or have any claim to the loan/grant proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

* + 1. The subject of this Contract is **Preparation of the main design with a conceptual design for reconstruction and upgrading of the “Poletarac” kindergarten in Zabjelo, Podgorica** and/or **Preparation of the main design with a conceptual design for reconstruction and upgrading of the “Kotor” educational unit, which is a part of the public preschool institution “Radost”** with identification number *(to be inserted)* (‘the services’);
    2. The contractor shall execute the tasks assigned to him in accordance with the Terms of Reference annexed to the Contract (Annex II);
    3. This contract, established in Euro, is a lump sum contract. The contract value is \_\_\_\_\_\_\_\_\_\_\_Euro, (in words:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)
    4. The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:
    5. The Contract Agreement.
    6. The Special Conditions of Contract.
    7. The General Conditions of Contract(including Attachment “Fraud and Corruption”).
    8. Appendices:

|  |  |
| --- | --- |
| Appendix A: | Terms of Reference (including clarifications before the deadline for submitting tenders); |
| Appendix B: | The Organization and Methodology (including clarifications from the Consultant provided during Proposal evaluation); |
| Appendix C: | Key Experts; |
| Appendix D: | Financial proposal submission form and Summary of costs; |

Appendix E: Form of Advance Payments Guarantee

Appendix F: Covenant of Integrity and Environmental and Social covenant

(e) specified forms and other relevant documents.

(f) Report of factual findings and terms of reference for an expenditure verification

In cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

* + 1. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

(a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

* + 1. Done in English in three originals, two originals for the Client (i.e. Ministry of Education, Science and Innovation, Montenegro), and one original for the Consultant.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with the laws of Montenegro on the day, month and year indicated above.

For and on behalf of Client: The Ministry of Education, Science and Innovation, Montenegro

*[Authorized Representative of the Client – name, title and signature]*

For and on behalf of *[Name of Consultant or name of a Joint Venture]*

*[Authorized Representative of the Consultant – name and signature]*

*[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the Consultant [insert the name of the Joint Venture]

*[Name of the lead member]*

*[Authorized Representative on behalf of a Joint Venture]*

*[add signature blocks for each member if all are signing]*

# General Conditions of Contract

# A. General Provisions

|  |  |
| --- | --- |
| 1. Definitions | 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:   1. **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time. 2. **“Bank”** means the European Investment Bank. 3. **“Borrower”** means the Government, Government agency or other entity that signs the financing agreement with the Bank. 4. **“Client”** means the implementing agency that signs the Contract for the Services with the Selected Consultant. 5. **Client’s Personnel”** refers to the staff, labour, and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant. 6. **“Consultant”** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract. 7. **“Contract”** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices). 8. **“Contractor”** means the person named as contractor in the contract to be supervised by the Consultant (if applicable). 9. **“Contractor’s Personnel”** Not applicable 10. **“Day”** means a working day unless indicated otherwise. 11. **“ES”** means environmental and social. 12. **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11. 13. **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract. 14. **“Foreign Currency”** means any currency other than the currency of the Client’s country. 15. **“GCC”** means these General Conditions of Contract. 16. **“Government”** means the government of the Client’s country. 17. **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract. 18. **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal. 19. **“Local Currency”** means the currency of the Client’s country. 20. **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract. 21. **“Party”** means the Client or the Consultant, as the case may be, and “Parties” means both of them. 22. **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written. 23. **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto. 24. **“Site**” (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor’s Contract as forming part of the Site. 25. **“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract. 26. **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant. |
| 1. Relationship between the Parties | * 1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.   2. The Consultant grants the Contracting Authority, the Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right to inspect and copy the books and records of the tenderer, contractor, supplier or consultant in connection with any Bank-financed contract. |
| 1. Law Governing Contract | * 1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. |
| 1. Language | * 1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| 1. Headings | * 1. The headings shall not limit, alter or affect the meaning of this Contract. |
| 1. Communications | * 1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.   2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**. |
| 1. Location | * 1. The Services shall be performed at such locations as are specified in **Appendix A, Terms of Reference,** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve. |
| 1. Authority of Member in Charge | * 1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client. |
| 1. Authorized Representatives | * 1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC.** |
| 1. Fraud and Corruption | * 1. The Bank requires compliance with the EIB’s Anti-Fraud Policy[[25]](#footnote-25) and its prevailing sanctions policies and procedures as set forth in the policy on preventing and deterring prohibited conduce in European Investment Bank activities. |
| **a. Commissions and Fees** | * 1. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank. |

# B. Commencement, Completion, Modification and Termination of Contract

|  |  |
| --- | --- |
| 1. Effectiveness of Contract | * 1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met. |
| 1. Termination of Contract for Failure to Become Effective | * 1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| 1. Commencement of Services | * 1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**. |
| 1. Expiration of Contract | * 1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**. |
| 1. Entire Agreement | * 1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. |
| 1. Modifications or Variations | * 1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.   2. In cases of substantial modifications or variations, the prior written consent of the Bank is required. |
| 1. Force Majeure |  |
| a. Definition | * 1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.   2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.   3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. |
| b. No Breach of Contract | * 1. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. |
| c. Measures to be Taken | * 1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.   2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.   3. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.   4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:   (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or  (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.   * 1. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 45 & 46. |
| 1. Suspension | * 1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension. |
| 1. Termination | 19.1. This Contract may be terminated by either Party as per provisions set up below: |
| a. By the Client | 19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days’ written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days’ written notice in case of the event referred to in (e); and at least five (5) calendar days’ written notice in case of the event referred to in (f):  (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;  (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;  (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;  (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;  (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;  (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.  19.1.2. Furthermore, if the Consultant, in the judgment of the Client has engaged in Fraud and Corruption, as defined in paragraph 1.23 of Attachment 1 to the GCC, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract. |
| b. By the Consultant | 19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days’ written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.  (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.  (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.  (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 46.1.  (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant’s notice specifying such breach. |
| c. Cessation of Rights and Obligations | 19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation and (iv) any right which a Party may have under the Applicable Law. |
| d. Cessation of Services | 19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28. |
| e. Payment upon Termination | 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:  (a) payment for Services satisfactorily performed prior to the effective date of termination; and  (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts. |

# C. Obligations of the Consultant

|  |  |
| --- | --- |
| 1. General |  |
| a. Standard of Performance | 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times, including if required during the implementation phase of their main design, support and safeguard the Client’s legitimate interests in any dealings with the third parties.    20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.  20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. |
| b. Law Applicable to Services | 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.  20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client’s country when  (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or  (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.  20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs. |
| 1. Conflict of Interests | 21.1. The Consultant shall hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.  Conflict of interest occurs when the impartial and objective exercise of the functions of the promoter, or the respect of the principles of competition, non-discrimination or equality of treatment with regard to the procurement procedure or contract, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest. The concept of conflict of interest covers any situation where staff members (or consultants acting on behalf) of the promoter who are involved in the conduct of the procurement procedure or may influence the outcome of that procedure have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure or contract execution.  Promoters must take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of procurement procedures or contracts so as to avoid any distortion of competition and to ensure the impartial and objective exercise of the functions of the promoter and equal treatment of all tenderers or contractors.  The assessment of whether or not there is a conflict of interest has to be carried out on a case by case basis, considering the actual risk of conflict based on the specific circumstances of the case at stake. The individual or entity in question should declare whether they have any conflict of interest and, if so, present supporting evidence which might remove or remedy a conflict of interest.  In cases where a conflict of interest cannot be effectively remedied by other less intrusive measures, the Bank requires promoters to exclude from participation in an EIB-financed procurement procedure or contract any tenderer or contractor affected by such a conflict of interest. |
| a. Consultant Not to Benefit from Commissions, Discounts, etc. | 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 39 through 43) shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.  21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank’s Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client. |
| b. Consultant and Affiliates Not to Engage in Certain Activities | 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**. |
| c. Prohibition of Conflicting Activities | 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract. |
| d. Strict Duty to Disclose Conflicting Activities | 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract. |
| 1. Confidentiality | 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services. |
| 1. Liability of the Consultant | 23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant’s liability under this Contract shall be provided by the Applicable Law. |
| 1. Insurance to be Taken out by the Consultant | 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants’, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC,** and (ii) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13. |
| 1. Accounting, Inspection and Auditing | 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.  25.2 Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant’s and its Subcontractors’ and subconsultants’ attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures). |
| 1. Reporting Obligations | 26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix. |
| 1. Proprietary Rights of the Client in Reports and Records | 27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.  27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client’s prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**. |
| 1. Equipment, Vehicles and Materials | 28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.  28.2 Any equipment or materials brought by the Consultant or its Experts into the Client’s country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable |
| 1. Code of Conduct | 29.1 If specified in the SCC, the Consultant shall have a Code of Conduct for Experts (ES).  The Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviours that are prohibited and understands the consequences of engaging in such prohibited behaviours.  These measures include providing instructions and documentation that can be understood by the Experts and seeking to obtain that person’s signature acknowledging receipt of such instructions and/or documentation, as appropriate.  The Consultant shall also ensure that the Code of Conduct is visibly displayed in locations where the Services are provided, including if applicable, on the Site, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Experts, Contractor’s Personnel, Client’s Personnel and the local community if applicable. |

# D. Consultant’s Experts and Sub-Consultants

|  |  |
| --- | --- |
| 1. Description of Key Experts | 30.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant’s Key Experts are described in **Appendix C.** |
| 1. Replacement of Key Experts | 31.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.  31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant’s written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration. |
| 1. Removal of Experts or Sub-consultants | 32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determines that a Consultant’s Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client’s written request, provide a replacement.  31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.  31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.  31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts. |

# E. Obligations of the Client

|  |  |  |
| --- | --- | --- |
| 1. Assistance and Exemptions | 33.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:  (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.  (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client’s country while carrying out the Services under the Contract.  (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.  (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.  (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client’s country according to the applicable law in the Client’s country.  (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client’s country, of bringing into the Client’s country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.  (f) Provide to the Consultant any such other assistance as may be specified in the **SCC**. | |
| 1. Access to Project Site | 34.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them. | |
| 1. Change in the Applicable Law Related to Taxes and Duties | 35.1 If, after the date of this Contract, there is any change in the applicable law in the Client’s country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1 | |
| 1. Services, Facilities and Property of the Client | 36.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference at the times and in the manner specified in said **Appendix A.** | |
| 1. Counterpart Personnel | 37.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant’s advice, if specified in **Appendix A**.  37.2 Professional and support counterpart personnel, excluding Client’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request. |
| 1. Payment Obligation | 38.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC below. | |

# F. Payments to the Consultant

|  |  |
| --- | --- |
| 1. Contract Price | 39.1 The Contract price is fixed and is set forth in the **SCC.** The Contract price is provided in **Appendix D.**  39.2 Any change to the Contract price specified in Clause 39.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**. |
| 1. Taxes and Duties | 40.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.  40.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant. |
| 1. Currency of Payment | 41.1 Any payment under this Contract shall be made in the currency(ies) of the Contract. |
| 1. Mode of Billing and Payment | 42.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 39.1.  42.2 The payments under this Contract shall be made in lump-sum instalments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.  42.2.1 *Advance payment:* Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum instalments specified in the **SCC** until said advance payments have been fully set off.  42.2.2 *The Lump-Sum Instalment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum instalment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.  42.2.3 *The Final Payment*. The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum instalment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.  42.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.  42.2.5 With the exception of the final payment under 42.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder. |
| 1. Interest on Delayed Payments | 43.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 42.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC.** |

# G. Fairness and Good Faith

|  |  |
| --- | --- |
| 1. Good Faith | 44.1 The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |

# H. Settlement of Disputes

|  |  |
| --- | --- |
| 1. Amicable Settlement | 45.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.  45.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 46.1 shall apply. |
| 1. Dispute Resolution | 46.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**. |

1. **General Conditions** **Attachment 1**

**EIB’s Anti-Fraud Policy**

(the text in this Attachment 1 shall not be modified)

Sections given below are integral part of the Guide to Procurement for projects financed by the EIB, dated September 2018.

Link: <https://www.eib.org/en/publications/guide-to-procurement>

**1.4. Ethical Conduct**

It is the Bank’s policy to require that promoters, as well as tenderers, contractors, suppliers and consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. The Bank reserves the right to take all appropriate action in order to enforce this policy.

Moreover, the Bank is committed to ensuring that its loans are used for the purposes intended and its operations are free from **Prohibited Conduct** (including but not limited to, fraud, corruption, collusion, coercion, obstruction, money laundering and terrorist financing[[26]](#footnote-26)).

In pursuance of this policy as set out in EIB’s Anti-Fraud Policy, if it is established to the required standards[[27]](#footnote-27) that a project-related party[[28]](#footnote-28) has engaged in **Prohibited Conduct** in the course of a procurement process or implementation of a contract (to be) financed, the Bank:

a) May seek appropriate remediation of the Prohibited Conduct to its satisfaction;

b) May declare ineligible such project-related party to be awarded the contract; and/or

c) May withhold the Bank’s no objection to contract award[[29]](#footnote-29) and may apply appropriate contractual remedies, which may include suspension and cancellation, unless the Prohibited Conduct has been dealt with to the satisfaction of the Bank.

Furthermore, within the framework of its Exclusion Policy, the Bank may declare such project related party ineligible to be awarded a contract under any EIB project or to enter into any relationship with the Bank.

**3.6. Prohibited Conduct - Covenant of Integrity**

As noted in section 1.4, the Bank is committed to ensuring that its loans are used for the purposes intended and its operations are free from prohibited conduct (including but not limited to, fraud, corruption, collusion, coercion, obstruction and money laundering and terrorist financing). In particular, in countries outside the EU, the Bank will, as a general rule:

• Require any tenderer for works, goods or services, as a condition of admission to eligibility, to execute and attach to its tender a **Covenant of Integrity** in the form indicated below and

; and

• Require tenderer to grants the promoter, the Bank and auditors appointed by either of them, as well as any authority or European Union institution or body having competence under European Union law, the right to inspect and copy the books and records of the tenderer, contractor, supplier or consultant in connection with any Bank-financed contract.

The Bank reserves the right not to finance any contract in which tenderers/contractors have not issued to the promoter the **Covenant of Integrity** signed by a duly authorised person

For contracts awarded prior to the Bank’s involvement in the project, the promoters are encouraged to include the Covenant of Integrity. The requirement for a Covenant of Integrity may be waived for those private sector promoters who can satisfy the EIB that they have implemented anti-fraud standards at least equivalent to the Bank’s policy.

The EIB Covenant of Integrity (CoI) shall be included in the list of documents to be submitted as part of the tender. The CoI must be signed by all tenderers (including all Joint Venture/consortium members). Modification of the CoI text is not allowed.

It should be noted that, in the Covenant of Integrity, the tenderer is requested to self-declare all sanctions and/or exclusions (including any similar decisions having the effect of imposing conditions on the tenderer or its subsidiaries or to exclude the said tenderer or its subsidiaries, such as temporary suspension, conditional non-exclusion, etc.) imposed by the European institutions or any multilateral development banks (including the World Bank Group, the African Development Bank, the Asian Development Bank, European Bank for Reconstruction and Development, European Investment Bank or Inter-American Development Bank), regardless of the date of issue and the expiration or not of such decisions and of the current status of any sanction and/or exclusion. In this regard, any omission or misrepresentation, made knowingly or recklessly, may be considered as fraud under the EIB Anti-Fraud Policy. Therefore, the Employer reserves the right to reject any offer presenting an inaccurate or incomplete Covenant of Integrity, and may cause the rejection of the offer for prohibited conduct.”

**Note:**

**The Covenant of Integrity must be signed by all tenderers (duly authorised person) including all Joint Venture/consortium members.**

**(Modification of the CoI text is not allowed)**

*(To be attached from the offer)*

# Special Conditions of Contract

*[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]*

|  |  |
| --- | --- |
| **Number of GC Clause** | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
| **1.1(a)** | The Contract shall be construed in accordance with the law of Montenegro. |
| **4.1** | The language is: English*.* |
| **6.1 and 6.2** | The address is:  Client : Ministry of Education, Science and Innovation  Vaka Đurovića b.b., Podgorica  Attention : *(to be inserted)*  E-mail (where permitted): *(to be inserted)*  Consultant : *(to be inserted)*  Attention : *(to be inserted)*  E-mail (where permitted) : *(to be inserted)* |
| **8.1** | *[If the Consultant consists only of one entity, state “N/A”;*  *OR*  *If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]*  **The Lead Member on behalf of the JV is** *[insert name of the member]* |
| **9.1** | The Authorized Representatives are:  For the Client: *[name, title]*  For the Consultant: *[name, title]* |
| **11.1** | **The effectiveness conditions are the following**:  *-Not applicable.* |
| **12.1** | **Termination of Contract for Failure to Become Effective:**  The time period shall be four months. |
| **13.1** | **Commencement of Services:**  The Client shall inform the Consultant by issuing a Client’s notice informing the Consultant of the date on which implementation of the tasks shall begin. Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert. |
| **14.1** | Expiration of Contract   * **Lot 1-Zabjelo:**   Contract duration is 19 months out of which 5 months are dedicated to provision of services according to information given below:  -The deadline for completing the Preliminary Design and submitting the documentation for the approval of the Chief State Architect is 45 calendar days.  -The deadline for completing the Main Design is 105 calendar days from receiving the approval of the Chief State Architect on the Preliminary Design until the day of submitting the design to Auditors (Revident).  -The consultant will assist in answering the questions raised during the procurement phase related to the works contract: Reconstruction of the kindergartens in Zabjelo.  **Lot 2- Kotor**  Contract duration is 18.5 months out of which 4’5 months are dedicated to provision of services according to timeframe given below:  -The deadline for completing the Preliminary Design and submitting the documentation for the approval of the Chief State Architect is 45 calendar days.  -The deadline for completing the Main Design is calendar 90 days from receiving the approval of the Chief State Architect on the Preliminary Design until the day of submitting the design to a reviewer.  -The consultant will assist in answering the questions raised during the the procurement phase related to the works contract: Reconstruction of the kindergartens in Kotor.  -The period of implementation of tasks shall commence on the date fixed in accordance with Article 13.1 and shall be as laid down in the special conditions, without prejudice to extensions of the period which may be granted.  -If the Consultant fails to perform the services within the period of implementation of the tasks specified in the contract, the contracting authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day which shall elapse between the end of the period of implementation of the tasks specified in the contract and the actual date of completion of these tasks.  -The daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of implementation of the tasks, up to a maximum of 15% of the total value of the contract.  -If the Client has become entitled to claim 15% of the contract value, it may, after giving notice to the Consultant:  (a) terminate the contract; and  (b) complete the services at the Consultant's own expense. | |
| **21 b.** | The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 | |
| **23.1** | **No additional provisions.** | |
| **24.1** | **The insurance coverage against the risks shall be as follows:**  Professional liability insurance, with a minimum coverage which should be not less than EUR 100.000. | |
| **27.1** | Any exceptions to proprietary rights provision: Not applicable. | |
| **27.2** | The Consultant shall not use documents produced as a result of these assignment for purposes unrelated to this Contract without the prior written approval of the Client.  It is the obligation of the Consultant to have all the licenses when it comes to the software that will be used during the execution of the Contract. | |
| **29. Code of Conduct** | TheConsultant is not required to submit a Code of Conduct for Experts (ES).  The Consultant shall take all necessary measures to ensure that each Expert is made aware of the applicable low of Montenegro including specific behaviours that are prohibited and understands the consequences of engaging in such prohibited behaviours. | |
| **39.1** | The Contract price is EUR\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert amount]* excluding VAT.  The amount of VAT is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert the amount on the basis of the estimates provided by the Consultant in Form* 4.3 B *of the Consultant’s Financial Proposal.* | |
| **40.2** | The Contract prices for service contract to be executed in the Client’s country is requested inclusive of all duties, taxes and other levies. The Consultant is responsible for all duties, taxes and levies in the performance of the contract. **Instruction related to exemption from payment of VAT for projects financed from the funds of the European Union and on the basis of an international agreement are given in the Section IV.** | |
| **42.2** | **The payment schedule:**  **-1st instalment:** An advance payment equal to 20% of the total Contract price shall be made if requested by the Consultant against the bank guarantee for the same amount as per GCC 42.2.1)  **-2nd instalment:** 60% of the total Contract price upon delivery of the main design and prior to the issuance of the Final Audit report (Pozitivan izvjestaj revidenta)  **-3rd instalment:**15%of the total Contract price upon the final report have been submitted by the Consultant and approved as satisfactory by the Client including Final Audit report/Pozitivan izvjestaj revidenta on the Main Project, issued by the auditor appointed by the Client).  -**4th instalment:** Final payments 5% of the total contracted price upon provided assistance during the procurement phase related to the works contract: Reconstruction of the kindergartens in Kotor and Zabjelo. The consultant will assist in answering the questions raised during the period of preparation of offers.  Total sum of all instalments shall not exceed the Contract price set up in SCC39.1. | |
| **42.2.1** | The following provisions shall apply to the advance payment and the advance bank payment guarantee:  (1) An advance payment of *[insert amount]* in local currency] shall be made within 30 days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against second and third payment.  (2) The advance bank payment guarantee shall be in the amount and in the following currency: EUR.  (3) The bank guarantee will be released when the advance payment has been fully set off. | |
| **42.2.3** | Last instalment:  The last lump-sum instalment shall be deemed approved for payment by the Client within ninety (90) calendar days after the Consultant implements all services described in ToR unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. | |
| **42.2.4** | **The accounts are:**  for EUR currency: *[insert account]*. | |
| **43.1** | **The interest rate is**: Once the time-limit referred in Article 14.3 has expired, the contractor shall be entitled to legally determined late-payment interest at the rate and for the period for the time elapsed between the expiry of the payment deadline and the date on which the contracting authority’s account is debited.  The suspension of payment periods, may not be considered as late payment. | |
| **46.1** | Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably shall be governed by the law of the country of the contracting authority as long as aligned with EIB GtP.  Any dispute arising out of or relating to this contract which cannot be settled otherwise shall be addressed in accordance with be following:  (a) Contract with foreign Contractor:  All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.  (b) Contracts with Supplier national of the Purchaser’s country:  In the case of a dispute between the Purchaser and a Contractor who is a national of the Purchaser’s country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser’s country. | |

# Appendices to the Contract

|  |  |
| --- | --- |
| Appendix A: | Terms of Reference (including clarifications before the deadline for submitting tenders); |
| Appendix B: | The Organization and Methodology (including clarifications from the Consultant provided during Proposal evaluation); |
| Appendix C: | Key Experts; |
| Appendix D | Financial proposal submission form and Summary of costs; |
| Appendix E | Form of Advance Payments Guarantee |
| Appendix F | Covenant of Integrity and Environmental and social covenant |

Appendix E - Form of Advance Payments Guarantee

*[See Clause GCC 41.2.1 and SCC 41.2.1]*

*{Guarantor letterhead or SWIFT identifier code}*

**Bank Guarantee for Advance Payment**

**Guarantor:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert commercial Bank’s Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert Name and Address of Client]*

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_*[insert date]*\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_*[insert number]*\_\_\_\_\_\_

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_ *[reference number of the contract]* dated \_\_\_*[insert date]*\_\_\_\_\_\_\_\_\_ with the Beneficiary, for the provision of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_\_\_\_\_\_\_ *[insert amount in figures]* ( ) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_ *[amount in figures]* ( ) *[amount in words]*[[30]](#footnote-30)1 upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s ~~a~~ written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

(a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;

(b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number \_\_\_\_\_\_\_\_\_\_\_ a

t \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_ day of \_*[month]*\_\_\_\_\_\_\_\_\_\_, *[year]*\_\_,[[31]](#footnote-31)2 whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[signature(s)]*

*{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}*

Appendix F - Covenant of Integrity and Environmental and social covenant

1. See the EIB’s Anti-Fraud Policy for definitions (<http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm>). [↑](#footnote-ref-1)
2. EIB Exclusion Policy: <https://www.eib.org/en/publications/exclusion-policy> [↑](#footnote-ref-2)
3. Pursuant to Chapter 2 of Title V of the TEU and the objectives of the Common Foreign and Security Policy set out in Article 21 of the TEU and Article 215 of the TFEU [↑](#footnote-ref-3)
4. Pursuant to Chapter 2 of Title V of the TEU and the objectives of the Common Foreign and Security Policy set out in Article 21 of the TEU and Article 215 of the TFEU [↑](#footnote-ref-4)
5. (<http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm>). [↑](#footnote-ref-5)
6. To be completed by the Expert [↑](#footnote-ref-6)
7. The engagement of an expert is confirmed if the expert is committed to work as a key expert under a signed contract financed by the EU general budget or the EDF or if he/she is a key expert in a tender which has received a notification of award. [↑](#footnote-ref-7)
8. Corruption, fraud, collusion, coercion, obstruction, theft at EIB Group premises, misuse of EIB Group resources or assets, money laundering or financing of terrorism, all as defined in the EIB Group Anti-Fraud Policy, available at <https://www.eib.org/en/publications/anti-fraud-policy> and as amended from time to time. [↑](#footnote-ref-8)
9. EU sanctions or restrictive measures pursuant to Chapter 2 of Title V of the EU Treaty and the objectives of the Common Foreign and Security Policy set out in Article 21 of the EU Treaty and Article 215 of the Treaty on the Functioning of the EU, either autonomously or pursuant to the sanctions decided by the United Nations Security Council on the basis of Article 41 of the United Nations Charter. [↑](#footnote-ref-9)
10. Including a fine or any other financial penalty, irrespective of whether paid yet or not. [↑](#footnote-ref-10)
11. Including any decision having an effect similar to conditional non-exclusion, temporary suspension, letters of reprimand, or self-restraint. [↑](#footnote-ref-11)
12. Including the World Bank Group, the African Development Bank, the Asian Development Bank, the European Bank for Reconstruction and Development, the European Investment Bank and the Inter-American Development Bank. [↑](#footnote-ref-12)
13. <https://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang--en/index.htm> [↑](#footnote-ref-13)
14. <https://www.eib.org/en/publications/eib-environmental-and-social-standards> [↑](#footnote-ref-14)
15. Text between brackets to be added in case the risk assessment of the Bank identifies the presence or a significant risk of child labour, forced labour or sexual exploitation or abuse at the primary supplier, or when risks are known or have been reported in lower tiers of the supply chain. [↑](#footnote-ref-15)
16. <http://www.ilo.org/safework/info/standards-and-instruments/WCMS_107727/lang--en/index.htm> [↑](#footnote-ref-16)
17. For example, the UN Voluntary Principles on Security and Human Rights (<https://www.voluntaryprinciples.org/>), the UN Basic Principles on the Use of Force and Firearms by Law Enforcement Officials (<https://www.ohchr.org/en/professionalinterest/pages/useofforceandfirearms.aspx>.), the UN Code of Conduct for Law Enforcement Officials (<https://www.ohchr.org/EN/ProfessionalInterest/Pages/LawEnforcementOfficials.aspx>.) and the International Code of Conduct on Private Security Providers (<https://www.icoca.ch/en/the_icoc> ) [↑](#footnote-ref-17)
18. For instance: ESIA (Environmental and Social Impact Assessment), and respective permits. [↑](#footnote-ref-18)
19. See Guide to Procurement – Section 3.4.1. for the thresholds. [↑](#footnote-ref-19)
20. In order to calculate VAT please refer to explanation given after the Form 4.3. B: Summary of costs [↑](#footnote-ref-20)
21. http://www.eib.org/infocentre/publications/all/environmental-and-social-principles-and-standards.htm [↑](#footnote-ref-21)
22. <https://ec.europa.eu/eurostat/statistics-explained/index.php?title=International_Standard_Classification_of_Education_(ISCED)> [↑](#footnote-ref-22)
23. <https://ec.europa.eu/eurostat/statistics-explained/index.php?title=International_Standard_Classification_of_Education_(ISCED)> [↑](#footnote-ref-23)
24. The similarity shall be based on the physical size, complexity and methods/technology. [↑](#footnote-ref-24)
25. Anti-Fraud Policy (<http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm>) [↑](#footnote-ref-25)
26. See the EIB’s Anti-Fraud Policy for definitions (http://www.eib.org/en/infocentre/publications/all/anti-fraud-policy.htm).1 [↑](#footnote-ref-26)
27. In accordance with the EIB’s Investigation Procedures. [↑](#footnote-ref-27)
28. See the EIB’s Anti-Fraud Policy [↑](#footnote-ref-28)
29. For contracts subject to prior review in operations outside the EU.  
     [↑](#footnote-ref-29)
30. 1 The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client. [↑](#footnote-ref-30)
31. 2 Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.” [↑](#footnote-ref-31)