VOLUME 1

# 

# SECTION 2

# 

# TENDER FORM

# APPENDIX TO THE TENDER

**TENDER FORM FOR A WORKS CONTRACT**

Publication reference: < Publication reference >

Name of contract: **MINISTRY OF ECOLOGY, SPATIAL PLANNING AND URBANISM MONTENEGRO ECO EFFICIENT BUILDING - II PHASE – WORKS**

**<Place and date>**

**A: Public Works Administration**

**Arsenija Boljevića street 2a (City Mall, 3rd floor)**

**81000 Podgorica**

**Montenegro**

**One signed** form must be supplied (for each lot, if the tender procedure is divided into lots), together with the number of copies specified in the instructions to tenderers**.** The form must include a signed declaration using the annexed format from each legal entity making the application. **All data included in this form must concern only the legal entity or entities making the application.** The attachments to this form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted, the originals must be sent to the contracting authority upon request. For economical and ecological reasons, we strongly recommend that you submit your files on paper (no plastic folder or divider). We also suggest you use double-sided printing as much as possible.

Any additional documentation (brochures, letters, etc.) sent with the form will not be taken into consideration.Applications submitted by a **consortium** (i.e. either a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members.

**1 SUBMITTED BY**

|  |  |  |
| --- | --- | --- |
|  | **Name(s) of tenderer(s)** | **Nationality[[1]](#footnote-1)** |
| **Leader[[2]](#footnote-2)** |  |  |
| **Member 2\*** |  |  |
| **Etc.** |  |  |

**2 CONTACT PERSON (for this tender)**

|  |  |
| --- | --- |
| **Name** |  |
| **Address** |  |
| **Telephone** |  |
| **Fax** |  |
| **E-mail** |  |

**3 TENDERER’S DECLARATION(S)**

**As part of their tender, each legal entity identified under point 1 of this form, including every consortium member (all sections), as well as** **each capacity-providing entity (only sections 1 and 2, as well as sections 7 to 14) and each subcontractor (only sections 1, 2 and 7, as well as sections 9 to 15), must submit a signed declaration using this format, together with the Declaration of honour on exclusion and selection criteria (Annex 1).**

In response to your letter of invitation to tender for the above contract,

we, the undersigned, hereby declare that:

1. We have examined and accept in full the content of the dossier for invitation to tender No [……………………………….] of [../../..]. We hereby accept its provisions in their entirety, without reservation or restriction.
2. We offer to execute, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction, the following works:

MINISTRY OF ECOLOGY, SPATIAL PLANNING AND URBANISM MONTENEGRO ECO EFFICIENT BUILDING - II PHASE – WORKS

1. The price of our tender [*excluding the discounts described under point 4*] is:

[……………………………………………..]

1. We will grant a discount of [%], or […………..].
2. This tender is valid for a period of 90 days from the final date for submission of tenders.
3. If our tender is accepted, we undertake to provide a performance guarantee, as required by Sub-Clause 4.2 of the General Conditions of Contract for construction (FIDIC, Red Book ), First Edition 1999.
4. Our firm/company [*and our subcontractors*] has/have the following nationality:

**<**…………………………………………………>

1. We are making this tender [on an individual basis/as member of the consortium led by < name of the leader / ourselves >]. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a member of the consortium, that all members are jointly and severally bound in respect of the obligations under the contract, including any recoverable amount, that the lead member is authorised to bind, and receive instructions for and on behalf of, each member, that the execution of the contract, including payments, is the responsibility of the lead member, and that all members in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract’s execution].[We confirm, as capacity-providing entity to be jointly and severally bound in respect of the obligations under the contract, including for any recoverable amount.]
2. In the event that our tender is successful, we undertake, if required, to provide the proof usual under the law of the country in which we are effectively established that we do not fall into any of the exclusion situations. The date on the evidence or documents provided will be no earlier than one year before the date of submission of tender and, in addition, we will provide a statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up. We also understand that if we fail to provide this proof within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.
3. We agree to abide by the ethics clauses in Clause 28 of the instructions to tenderers and, in particular, have no professional conflicting of interests and/or any equivalent relation with other candidates or other parties in the tender procedure or behaviour which may distort competition at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure.

We confirm that we, including all consortium members, if any, and subcontractors are not in the lists of EU restrictive measures ([www.sanctionsmap.eu](http://www.sanctionsmap.eu)) and we understand that our tender may be rejected, if proved the contrary.

1. We will inform the contracting authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the EU/contracting authority.
2. We note that the contracting authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.
3. We fully recognise and accept that if the above-mentioned persons participate in spite of being in any of the situations listed in Section 2.6.10.1.1. of the practical guide or if the declarations or information provided prove to be false, they may be subject to rejection from this procedure and to administrative sanctions in the form of exclusion and financial penalties up to 10 % of the total estimated value of the contract being awarded and that this information may be published on the Commission/contracting authority website in accordance with the Financial Regulation in force.
4. We are aware that, for the purposes of safeguarding the EU's financial interests, our personal data may be transferred to internal audit services, to the early detection and exclusion system, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.
5. We certify that the goods purchased under the contract, comply with the rules of origin laid down for this tender procedure.

[\* Delete as applicable]

Name and first name: […………………………………………………………………]

Duly authorised to sign this tender on behalf of:

**[**…………………………………………………………………………………… …**]**

Place and date: […………………………………………………………….………….]

Stamp of the firm/company:

This tender includes the following annexes:

[*Numbered list of annexes with titles*]

**ANNEX 1 – DECLARATION ON HONOUR ON EXCLUSION AND SELECTION CRITERIA**

**Declaration on honour on  
exclusion criteria and selection criteria**

The undersigned [*insert name of the signatory of this form*], representing:

|  |  |
| --- | --- |
| (*only for natural persons*) himself or herself | (*only for legal persons*) the following legal person: |
| ID or passport number:  (‘the person’) | Full official name:  Official legal form:  Statutory registration number**:**  Full official address:  VAT registration number:  (‘the person’) |

The person is not required to submit the declaration on exclusion criteria if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority, provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year.

In this case, the signatory declares that the person has already provided the same declaration on exclusion criteria for a previous procedure and confirms that there has been no change in its situation:

|  |  |
| --- | --- |
| **Date of the declaration** | **Full reference to previous procedure** |
|  |  |

I – Situations of exclusion concerning the person

|  |  |  |
| --- | --- | --- |
| 1. declares that the above-mentioned person is in one of the following situations: | YES | NO |
| 1. it is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under Union or national legislation or regulations; |  |  |
| 1. it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law; |  |  |
| 1. it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibity where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following: |  | |
| (i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the performance of a contract or an agreement; |  |  |
| (ii) entering into agreement with other persons with the aim of distorting competition; |  |  |
| (iii) violating intellectual property rights; |  |  |
| (iv) attempting to influence the decision-making process of the contracting authority during the award procedure; |  |  |
| (v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure***;*** |  |  |
| 1. it has been established by a final judgement that the person is guilty of any of the following: |  | |
| (i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995; |  |  |
| (ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in other applicable laws; |  |  |
| (iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA; |  |  |
| (iv) money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council; |  |  |
| (v) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision; |  |  |
| (vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council; |  |  |
| 1. it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union’s budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by a contracting authority, the European Anti-Fraud Office (OLAF) or the Court of Auditors; |  |  |
| 1. it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95; |  |  |
| 1. it has been established by a final judgment or final administrative decision that the person has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business. |  |  |
| 1. (*only for legal persons*) it has been established by a final judgment or final administrative decision that the person has been created with the intent provided for in point (g). |  |  |
| 1. for the situations referred to in points (c) to (h) above the person is subject to: 2. facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office after its establishment, the Court of Auditors, the European Anti-Fraud Office (OLAF) or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body; 3. non-final judgments or non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics; 4. facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks; 5. information transmitted by Member States implementing Union funds; 6. decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law; or 7. decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body. |  |  |

II – Situations of exclusion concerning natural or legal persons with power of representation, decision-making or control over the legal person and beneficial owners

***Not applicable to natural persons, Member States and local authorities***

|  |  |  |  |
| --- | --- | --- | --- |
| 1. declares that a natural or legal person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers e.g. company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares), or a beneficial owner of the person (as referred to in point 6 of article 3 of Directive (EU) No 2015/849) is in one of the following situations: | YES | NO | N/A |
| Situation (c) above (grave professional misconduct) |  |  |  |
| Situation (d) above (fraud, corruption or other criminal offence) |  |  |  |
| Situation (e) above (significant deficiencies in performance of a contract ) |  |  |  |
| Situation (f) above (irregularity) |  |  |  |
| Situation (g) above (creation of an entity with the intent to circumvent legal obligations) |  |  |  |
| Situation (h) above (person created with the intent to circumvent legal obligations) |  |  |  |
| Situation (i) above |  |  |  |

III – Situations of exclusion concerning natural or legal persons assuming unlimited liability for the debts of the legal person

|  |  |  |  |
| --- | --- | --- | --- |
| 1. declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations [***If yes, please indicate in annex to this declaration which situation and the name(s) of the concerned person(s) with a brief explanation***]: | YES | NO | N/A |
| Situation (a) above (bankruptcy) |  |  |  |
| Situation (b) above (breach in payment of taxes or social security contributions) |  |  |  |

IV – Grounds for rejection from this procedure

|  |  |  |
| --- | --- | --- |
| 1. declares that the above-mentioned person: | YES | NO |
| Was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise. |  |  |

V – Remedial measures

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

VI – Evidence upon request

Upon request and within the time limit set by the contracting authority the person must provide information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners.

It must also provide the following evidence concerning the person itself and the natural or legal persons on whose capacity the person intends to rely, or a subcontractor and concerning the natural or legal persons which assume unlimited liability for the debts of the person:

For situations described in (a), (c), (d), (f), (g) and (h), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another award procedure of the same contracting authority. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

|  |  |
| --- | --- |
| **Document** | **Full reference to previous procedure** |
| *Insert as many lines as necessary.* |  |

VII – Selection criteria

|  |  |  |  |
| --- | --- | --- | --- |
| 1. declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the tender documents: | YES | NO | N/A |
| 1. It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in section [*insert*] of the contract notice/Instructions to tenderers; |  |  |  |
| 1. It fulfills the applicable economic and financial criteria indicated in section [*insert*] of the contract notice/Instructions to tenderers; |  |  |  |
| 1. It fulfills the applicable technical and professional criteria indicated in section [*insert*] of the contract notice/Instructions to tenderers. |  |  |  |

***Please adapt the table above to the criteria indicated in the tender documents (i.e. insert extra rows for each criterion or delete irrelevant rows).***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1. if the above-mentioned person is the **sole tenderer** or the **leader in case of consortium**, declares that: | YES | NO | N/A | |
| 1. the tenderer, including all members of the group in case of consortium and including subcontractors if applicable, complies with all the selection criteria for which a consolidated asseessment will be made as provided in the tender documents. |  |  | |  |

VIII – Evidence for selection

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender documents and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

|  |  |
| --- | --- |
| **Document** | **Full reference to previous procedure** |
| *Insert as many lines as necessary.* |  |

***The above-mentioned person must immediately inform the contracting authority of any changes in the situations as declared.***

***The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.***

Full name Date Signature

**ANNEX 2 - APPENDIX TO TENDER FOR A WORKS CONTRACT**

Publication reference: < Publication reference >

Title of contract: MINISTRY OF ECOLOGY, SPATIAL PLANNING AND URBANISM MONTENEGRO ECO EFFICIENT BUILDING - II PHASE – WORKS

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

| Item | | | | Sub-Clause acc. FIDIC 1999(Conditions of contract for construction-Red Book) | | | | Data | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Employer's name and address | | | | 1.1.2.2 & 1.3 | | | | Public works Administration  Arsenija Boljevića street 2a (City Mall, 3rd floor)  81000 Podgorica, Montenegro | | | |
| Contractor's name and address | | | | 1.1.2.3 & 1.3 | | | | *(to be inserted by the Tenderer)* | | | |
| Engineer's name and address | | | | 1.1.2.4 & 1.3 | | | | Will be communicated before the start of the works | | | |
| Final Beneficiary’s/End Recipient’s name | | | | 1.1.2.11 &1.3 | | | | Ministry of Ecology, Spatial Planning and Urbanism | | | |
| Time for Completion of the Works | | | | 1.1.3.3 | | | | 545 calendar days | | | |
| Defects Notification Period | | | | 1.1.3.7 | | | | 730 calendar days | | | |
| Name and address of the representative of the Contracting Authority. | | | | 1.3 | | | | Public works Administration  Arsenija Boljevića street 2a (City Mall, 3rd floor) 81000 Podgorica, MontenegroE-mail: [ujr@ujr.gov.me](mailto:ujr@ujr.gov.me) | | | |
| Electronic transmission systems | | | | 1.3 | | | | e-mail &Facsimile transmission | | | |
| Governing Law | | | | 1.4 | | | | Beneficiary Country | | | |
| Ruling language | | | | 1.4 | | | | English | | | |
| Language for communication | | | | 1.4 | | | | English | | | |
| Amount of Performance Security | | | | 4.2 | | | | 10% of the Accepted Contract  Amount in Euro | | | |
| Maximum amount of works to be Sub-contracted | | | | 4.4 | | | | 30% of the Accepted Contract  Amount | | | |
| Normal working hours | | | | 6.5 | | | | According to local Labour law | | | |
| Deadline for notice to commence | | | | 8.1 | | | | Within 42 calendar days from signing of contract by both parties and provision of the performance security | | | |
| Deadline for submission of work plan and programme | | | | 8.3 | | | | Within 28 days from Notice of Commencement | | | |
| Delay damages for the Works | | | | 8.7&14.15(b) | | | | 0.1 % of the final Contract Price per calendar day, in the currencies and proportions in which the Contract Price is payable | | | |
| Maximum amount of Delay damages | | | | 8.7 | | | | 10% of the Accepted Contract  Amount | | | |
| Percentage for adjustment of Provisional Sums | | | | 13.5(b) | | | | 10%  (this amount shall be considered as already included in the total offered price as contingency) | | | |
| Total advance payment | | | | 14.2 | | | | 10% of the Total Contract Amount | | | |
| Number and timing of payments | | | | 14.2 | | | | One instalment, upon submission of an acceptable Advance Payment Guarantee and related payment application | | | |
| Start repayment of advance payment | | | | 14.2(a) | | | | when payments are 10 % of the Accepted Contract Amount | | | |
| Repayment amortisation of advance payment | | | | 14.2(b) | | | | 25% | | | |
| Percentage of retention Money | | | | 14.3(c) | | | | 10% of each Interim payment certificates until the Limit of Retention Money is reached | | | |
| Limit of Retention Money | | | | 14.3(c) | | | | 10% of the Accepted Contract Amount | | | |
| Minimum amount of Interim Payment Certificates | | | | 14.6 | | | | 100,000 Euro | | | |
| Currency of payment | | | | 14.15 | | | | Euro (€) | | | |
| Periods for submission of insurance:   1. evidence of insurance   (b) relevant policies | | | | 18.1 | | | | (a) on Commencement Date  (b) 14 days after Commencement Date | | | |
| Minimum amount of third party insurance | | | | 18.3 | | | | 1.000.000 Euro per accident with the number of occurrences unlimited | | | |
| Minimum amount of insurance for personnel  a) in case of death  b) in case of injuries | | | | 18.4 | | | | a) EUR 200,000  b) EUR 100,000 | | | |
| Date of appointment | | | | 20.2 | | | | Upon dispute arousal, in 28 days from the written request by the Claimant | | | |
| Number of members of dispute adjudication board (DAB) | | | | 20.2 | | | | Ad-hoc DAB of one sole Member | | | |
| Appointment (if not agreed) to be made by | | | | 20.3 | | | | The President of FIDIC or a person appointed by the President of FIDIC | | | |
| Rules of arbitration | | | | 20.6(a) | | | | Arbitration Rules of the Arbitration Court at the Chamber of Economy of Montenegro | | | |
| Number of arbitrators | | | | 20.6 | | | | 1 (one) member/adjudicator | | | |
| Language of arbitration | | | | 20.6; 1.4 | | | | English and Montenegrin | | | |
| Place of arbitration | | | | 20.6 | | | | Podgorica, Montenegro | | | |

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Capacity \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

duly authorised to sign for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Country in which the legal entity is established. [↑](#footnote-ref-1)
2. Add/delete additional lines for members as appropriate. Note that a subcontractor is not considered to be a member for the purposes of this tender procedure. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as ‘leader’ (and all other lines should be deleted). [↑](#footnote-ref-2)