VOLUME 1

# SECTION 2

# TENDER FORM

# APPENDIX TO THE TENDER

**TENDER FORM FOR A WORKS CONTRACT**

Publication reference: EuropeAid/136869/IH/WKS/ME

Name of contract: **Construction of the Sewage Network and Waste Water Treatment Plant (WWTP) in the Municipality of Berane**

Lot 1 – Design and Construction of the Wastewater treatment plant in the Municipality of Berane (WWTP Berane)

Lot 2 – Rehabilitation and Construction of the Sewerage Network in Berane

**<Place and date>**

**A: Directorate of Public Works**

**Novaka Miloševa 18,**

**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 Instruction 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.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary to perform the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator.

**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, must submit a signed declaration using this format.**

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:

**Lot 1 – Design and Construction of the Wastewater treatment plant in the Municipality of Berane (WWTP Berane)**

**Lot 2 – Rehabilitation and Construction of the Sewerage Network in Berane**

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

**LOT No. 1:**

3.1.1 The price for construction works (CAPEX) is:

[ …………………………………………Euro] *(amount both in figures and in letters)*

3.1.2 The price for operation (OPEX) -

guaranteed yearly operational costs for 14 years is:

[ …………………………………………Euro] *(amount both in figures and in letters)*

3.1.3 Total Price for CAPEX+14OPEX:

[ …………………………………………Euro] *(amount both in figures and in letters)*

3.1.4 Dayworks

[ …………………………………………Euro] *(amount both in figures and in letters)*

3.1.5 Contingency (10% CAPEX):

[ …………………………………………Euro] *(amount both in figures and in letters)*

3.1.6 TOTAL PRICE OF OUR TENDER (3.1.3+3.1.4+3.1.5):

[ …………………………………………Euro] *(amount both in figures and in letters)*

**LOT No. 2:**

3.2.1 The price for construction works

(excl. Contingences and Dayworks) is:

[ …………………………………………Euro] *(amount both in figures and in letters)*

3.2.2 Dayworks

[ …………………………………………Euro] *(amount both in figures and in letters)*

3.2.3 Contingencies (10% of construction works):

[ …………………………………………Euro] *(amount both in figures and in letters)*

3.2.4 TOTAL PRICE OF OUR TENDER (3.2.1+3.2.2+3.2.3):

[ …………………………………………Euro] *(amount both in figures and in letters)*

1. We will grant a discount of [%], or […………..] *in the event of our being awarded Lot No 1and Lot No 2*.
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 Particular Conditions of Contract.
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 liable by law for the execution of the contract, 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].
2. We are not in any of the situations excluding us from participating in contracts listed in section 2.3.3 of the Practical Guide. 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 established that we do not fall into these 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.

1. We agree to abide by the ethics clauses in Clause 28 of the instructions to tenderers and, in particular, have no conflict of interests or any equivalent relation in that respect with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure.
2. 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/EDF.
3. 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.
4. We fully recognise and accept that we may be excluded from tender procedures and contracts, in accordance with the Section 2.3.4 of the Practical Guide, for a maximum period of 5 years from the date on which the infringement is established and up to 10 years in the event of a repeated offence within five years of the above-mentioned date. Furthermore, we acknowledge that, should we make false declarations, commit substantial errors, irregularities or fraud, we shall also be subject to financial penalties representing 2 % to 10 % of the total estimated value of the contract being awarded. This rate may be increased to 4 % to 20 % in the event of a repeat offence within five years of the first infringement.
5. We are aware that, for the purposes of safeguarding the financial interests of the European Union, our personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.

[\* 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*]

**APPENDIX TO TENDER FOR A WORKS CONTRACT**

Publication reference: EuropeAid/136869/IH/WKS/ME

Title of contract: Lot 1 – Design and Construction of the Wastewater treatment plant in the Municipality of Berane (WWTP Berane)

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

|  |  |  |
| --- | --- | --- |
| Item | **Sub-clauses of General Conditions of Contract or Particular Conditions of Contract** | Data |
| Name and address of the Contracting Authority | 1.1.2.2 &1.3 | Directorate of Public Works  Novaka Miloševa 18,  81000 Podgorica  Montenegro |
| Name and address of the tenderer | 1.1.2.3 &1.3 | *(to be inserted by the Tenderer)* |
| Name and address of the Engineer | 1.1.2.4. & 1.3 | *(to be inserted upon appointment – will be communicated at the Contract Award stage)* |
| Beneficiary’s name and address | 1.1.2.11 &1.3 | Opština Berane  IV Crnogorske 1  84300 Berane  Montenegro |
| Time for Completion of the Works | 1.1.3.3 | 910 days (30 months), incl. Trial Operation Period |
| Defect Notification Period | 1.1.3.7 | 365 days (12 months) |
| Electronic transmission systems | 1.3 | e-mail (against confirmations on receipts) & facsimile transmission |
| Name and address of the representative of the Contracting Authority | 1.3 | Mr. Zarko Zivkovic  Directorate of Public Works  Novaka Miloševa 18,  81000 Podgorica, Montenegro  Fax: +382 (0)20 230-228  E-mail: [djr@gov.me](mailto:djr@gov.me) |
| Law of the contract | 1.4 | Law of Montenegro |
| Language of the contract | 1.4 | English |
| Language of communication | 1.4 | English |
| Time for access to the site | 2.1 | On the Commencement Date |
| Amount and currency of Performance Security | 4.2 | 10% of the Accepted Contract Amount, in Euro |
| The upper limit authorised for subcontracting | 4.4 | 30% of the Accepted Contract Amount |
| Period for notifying errors, faults and defects in the Employer’s Requirements | 5.1 | 28 days from Commencement Date |
| Normal working hours | 6.5 | According to Montenegro Labour Law |
| Commencement Date | 8.1 | Within 30 calendar days from signing of the contract by both parties and after provision of the performance security to the Employer |
| Amount to be withheld for failure to submit revised work programme | 8.3 | 50,000 Euro |
| Delay damages for the Works | 8.7 & 14.15(b) | 0.1 % of the Accepted Contract Amount, in Euro, per calendar day |
| Maximum amount of Delay damages | 8.7 | 10% of the Accepted Contract Amount |
| Trial Operation Period | 9.1 | 6 months |
| Percentage for adjustment of Provisional Sums | 13.5 (b) | 5% |
| Advance Payment | 14.2 | 10% of the Accepted Contract Amount, in euro |
| Number and timing of instalments | 14.2 | One instalment (upon submission of an acceptable Advance Payment Guarantee and related payment application) |
| Currencies and Proportions | 14.2 | 100% in Euro |
| Percentage of retention Money | 14.3(c) | 10% of the Interim Payment Certificates |
| Limit of Retention money | 14.3(c) | 10% of the Accepted Contract Amount |
| Minimum amount of interim payment certificates | 14.6 | 200,000 EUR |
| Currency of payment | 14.15 | Euro (EUR) |
| Periods for submitting insurance:   1. Evidence of insurance 2. Relevant policies | 18.1 | 1. on the Commencement Date 2. 14 days after Commencement Date |
| Minimum amount of third party insurance | 18.3 | EUR 1,000,000 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 |
| Minimum amount of professional indemnity insurance for Design | 18.5 | 5% of the Accepted Contract Amount.  Period of insurance: Duration of the contract (including the Defects Notification period) + 1 year |
| Number of members of dispute adjudication board (DAB) | 20.2 | One sole member / adjudicator engaged on an “ad hoc” basis upon dispute arising - within 28 days from the first written request by a Claimant |
| 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) | Rules of Arbitration of the International Chamber of Commerce |
| Number of arbitrators | 20.6(b) | Three arbitrators |
| Language of arbitration | 20.6 | English |
| Place of arbitration | 20.6 | Brussels, Belgium |

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

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

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

**Publication reference:** EuropeAid/136869/IH/WKS/ME

**Title of contract: Lot 2 – Rehabilitation and Construction of the Sewerage Network in Berane**

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

|  |  |  |
| --- | --- | --- |
| Item | **Sub-clauses of General Conditions of Contract** | Data |
| Name and address of the Contracting Authority | 1.1.2.2 &1.3 | Directorate of Public Works  Novaka Miloševa 18,  81000 Podgorica  Montenegro |
| Name and address of the tenderer | 1.1.2.3 &1.3 | *(to be inserted by the Tenderer)* |
| Name and address of the Engineer | 1.1.2.4. & 1.3 | *(to be inserted upon appointment – will be communicated at the Contract Award stage)* |
| Beneficiary’s name and address | 1.1.2.11 &1.3 | Opština Berane  IV Crnogorske 1  84300 Berane  Montenegro |
| Time for Completion of the Works | 1.1.3.3 | 608 days (20 months) |
| Defect Notification Period | 1.1.3.7 | 365 days (12 months) |
| Electronic transmission systems | 1.3 | e-mail (against confirmations on receipts) & facsimile transmission |
| Name and address of the representative of the Contracting Authority | 1.3 | Mr. Zarko Zivkovic  Directorate of Public Works  Novaka Miloševa 18,  81000 Podgorica, Montenegro  Fax: +382 (0)20 230-228  E-mail: [djr@gov.me](mailto:djr@gov.me) |
| Law of the contract | 1.4 | Law of Montenegro |
| Language of the contract | 1.4 | English |
| Language of communication | 1.4 | English |
| Time for access to the site | 2.1 | On the Commencement Date |
| Amount and currency of Performance Security | 4.2 | 10% of the Accepted Contract Amount, in Euro |
| The upper limit authorised for subcontracting | 4.4 | 30% of the Accepted Contract Amount |
| Normal working hours | 6.5 | According to Montenegro Labour Law |
| Commencement Date | 8.1 | Within 30 calendar days from signing of the contract by both parties and after provision of the performance security to the Employer |
| Amount to be withheld for failure to submit revised work programme | 8.3 | 50,000 Euro |
| Delay damages for the Works | 8.7 & 14.15(b) | 0.1 % of the Accepted Contract Amount, in Euro, per calendar day |
| Maximum amount of Delay damages | 8.7 | 10% of the Accepted Contract Amount |
| Percentage for adjustment of Provisional Sums | 13.5 (b) | 5% |
| Advance Payment | 14.2 | 10% of the Accepted Contract Amount, in euro |
| Number and timing of instalments | 14.2 | One instalment (upon submission of an acceptable Advance Payment Guarantee and related payment application) |
| Currencies and Proportions | 14.2 | 100% in Euro |
| Percentage of retention Money | 14.3(c) | 10% of the Interim Payment Certificates |
| Limit of Retention money | 14.3(c) | 10% of the Accepted Contract Amount |
| Minimum amount of interim payment certificates | 14.6 | 200,000 EUR |
| Currency of payment | 14.15 | Euro (EUR) |
| Periods for submitting insurance:   1. Evidence of insurance 2. Relevant policies | 18.1 | 1. on the Commencement Date 2. 14 days after Commencement Date |
| Minimum amount of third party insurance | 18.3 | EUR 1,000,000 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 |
| Number of members of dispute adjudication board (DAB) | 20.2 | One sole member / adjudicator engaged on an “ad hoc” basis upon dispute arising - within 28 days from the first written request by a Claimant |
| 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) | Rules of Arbitration of the International Chamber of Commerce |
| Number of arbitrators | 20.6(b) | Three arbitrators |
| Language of arbitration | 20.6 | English |
| Place of arbitration | 20.6 | Brussels, Belgium |

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)