

**TENDER DOCUMENTATION
FOR THE PROCUREMENT OF WORKS ON REPAIR OF SERBIAN
MILITARY CEMETERY ON ZEITENLIK IN THESSALONIKI**

CONSULATE GENERAL OF THE REPUBLIC OF SERBIA IN THESSALONIKI

Komninon 4
546 24 Thessaloniki
Greece

PROCUREMENT PROCEDURE

PROCUREMENT NUMBER: 200-3/18

July 2018

Based on the Serbian Government Decision 05 number: 633-13056/2017 as of 11th January 2018, and pursuant to the Art. 3 and 5 of the Law on Cemeteries and Graves of the Fighters Abroad (“Official Gazette of the SFRY“, no. 29/73 and 29/76), Article 71 of the Budget System Law (“Official Gazette of the RS“, no. 54/09, 73/10, 101/10, 101/11, 93/12, 62/13, 63/13-corr, 108/13, 142/14, 68/15 – St. law, 103/15, 99/16 and 113/17), Article 7, Paragraph 1, Item 16 of the Public Procurement Law (“Official Gazette of the RS“, no 124/12, 14/15 and 68/15), as well as the Rulebook on the Way of Setting and Maintaining Cemeteries and Graves of the Fighters Abroad (“Official Gazette of the SFRY“, no 56/77), and in line with the Procurement Directive no. 716/GS as of 20.05.2013 and the Instruction on Conducting Procurements no. 716-2/GS as of 03.07.2013 as well as the Decision on Initiating the Procurement Procedure for Works of Large Value number: 200/2018 as of 11.06. 2018, it was prepared as follows:

**TENDER DOCUMENTATION
FOR THE PROCUREMENT OF WORKS ON REPAIR OF SERBIAN MILITARY CEMETERY
ON ZEITENLIK IN THESSALONIKI
PROCUREMENT NUMBER 200-3/18**

The Tender documentation includes:

<i>Chapter</i>	<i>Chapter title</i>	<i>Page</i>
<i>BOOK I</i>		
I	General data on the public procurement	
II	Requirements for bidding in the procedure for procurement of works and Instruction how to prove fulfilment of the requirements	
III	Contract awarding criteria	
IV	Forms	
V	Contract model	
VI	Instructions to bidders on how to prepare the bid	
<i>BOOK II</i>		
VII	Type, technical characteristic (specification), quality, quantity and descriptions of works	

Tender documentation is on 29 pages.

BOOK I
I GENERAL DATA ON THE PUBLIC PROCUREMENT

1. NAME, ADDRESS AND WEB PAGE OF THE CONTRACTING AUTHORITY

Consulate General of the Republic of Serbia in Thessaloniki (hereinafter referred to as: Contracting Authority)

Address: 546 24 Thessaloniki, Greece, Komninon 4

Web page: <http://www.thessaloniki.mfa.gov.rs/>

2. TYPE OF PROCEDURE

Works procurement procedure, based on the Serbian Government Decision 05 number: 633-13056/2017 as of 11th January 2018, and in line with the Procurement Directive no. 716/GS as of 20.05.2013 and the Instruction on Conducting Procurements no. 716-2/GS as of 03.07.2013 and the Decision on Initiating the Procurement Procedure for Works of Large Value number: 200/2018 as of 11.06. 2018, the Procurement Procedure shall be conducted with an aim to conclude the Contract.

3. SUBJECT OF PROCEDURE:

Subject of the procedure is carrying out the works on the repair of Serbian military cemetery on Zeitenlik in Thessaloniki, Ampelokipoi 561 23, Thessaloniki, Greece, described in details in the Book II and the Main Repair Project.

The procurement is not divided into lots.

4. CONTACT

Contact telephone number: +30 2310 024 4267

E-mail: srbcons@otenet.gr

Contracting Authority's working hours (work with clients) is from 9:30 to 13:30, from Monday to Friday.

Communication is carried out in writing: by mail and by e-mail, during working days and during Contracting Authority's working hours, as well as with publications by the Contracting Authority.

The Party who delivered the document by e-mail shall request from the other Party to confirm the receipt of the document in the same manner. The other Party is obliged to do so when it is necessary to prove that the delivery took place.

5. DONWLOADING TENDER DOCUMENTATION

Tender documentation may be downloaded from Contracting Authority's web page <http://www.thessaloniki.mfa.gov.rs/>

6. DATA ON THE PLACE AND DEADLINE FOR BIDS SUBMISSION

Deadline for bids submission is from 19.07.2018. year to 15:00 hours.

The bids shall be submitted directly or by mail to the Contracting Authority's address in Thessaloniki, Komninon 4.

7. INFORMATION ON THE PLACE, DAY AND THE HOUR OF THE BIDS OPENING

The bids will be publicly opened on **20.07.2018. starting from 11:00 hours**, in the Contracting Authority's premises in Thessaloniki, Komninon 4.

II REQUIREMENTS FOR BIDDING IN THE PROCEDURE FOR PROCUREMENT OF WORKS AND INSTRUCTION HOW TO PROVE FULFILMENT OF THE REQUIREMENTS

COMPULSORY REQUIREMENTS

The entitled bidder in the public procurement is the bidder who meets the **compulsory requirements** for participation given in the following documents:

1. The proof that the bidder is registered with the competent state authority in the state where his seat is located, for carrying out the works under this procurement.
2. The proof that the bidder has not been prohibited from performing his activities by any measure in force at the time of announcing call for proposals;
3. The proof that the bidder had settled all taxes, contributions and other public liabilities in line with the regulations of the state where his seat is located.
4. The proof, statement from which it is obvious that the company is not going bankrupt and that a procedure has not been initiated against the bidder.

ADDITIONAL REQUIRMENTS

1. Bid form with price structure (Book I, Form 1), each page initialled and verified
2. Statement on obtaining insurance policy (Form 2);
3. Statement that the bidder complies with the requirements from the call and tender documentation (Form 3);
4. Contract model filled in, signed and stamped, confirming that agrees with contract model elements;
5. Appropriate licence for carrying out works, for the persons who have been entrusted with the works management, issued by relevant authorities in the state in which the bidder has its seat;
6. Sufficient personnel capacity. To have at least 5 qualified workers under this procurement with whom an employment relationship has been established either for definite/indefinite period of time or on any other legal grounds;
7. To have one construction engineer, with whom an employment relationship has been established either for definite/indefinite period of time or on any other legal grounds, who will manage the works and one academic painter for the works on painted parts of the walls;
8. The proof on reference works, that the company carried out the same or similar construction works on repair of at least three structures.

INSTRUCTION HOW TO PROVE FULFILMENT OF THE REQUIREMENTS

The entitled bidder in the public procurement is the bidder who meets the **compulsory requirements and additional requirements** for participation, he proves it by delivering the following documents:

1. The proof that the bidder is registered with the competent state authority in the state where his seat is located, for carrying out the works under this procurement;
2. The appropriate confirmation or statement that the bidder has not been prohibited from performing his activities by any measure in force at the time of submitting bids;
3. The appropriate confirmation or statement that the bidder had settled all taxes, contributions and other public liabilities in line with the regulations of the state where his seat is located.

4. The appropriate confirmation or statement from which it is obvious that the company is not going bankrupt and that a procedure has not been initiated against the bidder.

Fulfilment of **additional requirements** for participation in the procurement procedure shall be proved by the bidder submitting the following documents:

- 1 Bid form with price structure filled in (Book I, Form 1), each page initialled and verified
- 2 Statement on obtaining insurance policy filled in and verified (Form 2);
- 3 Statement that the bidder complies with the requirements from the call and tender documentation filled in and verified (Form 3);
- 4 Contract model filled in, signed and stamped, confirming that agrees with contract model elements;
- 5 Copy of appropriate licence for carrying out works, for the persons who have been entrusted with the works management, issued by relevant authorities in the state in which the bidder has its seat;
- 6 Confirmation that there are at least 5 qualified workers under this procurement with whom an employment relationship has been established
- 7 Appropriate confirmation or statement that there is one construction engineer, with whom an employment relationship has been established either for definite/indefinite period of time or on any other legal grounds, who will manage the works and one academic painter for the works on painted parts of the walls;
- 8 Appropriate confirmation or statement on reference works, that the company carried out the same or similar construction works on repair of at least three structures.

If the bid is submitted by group of bidders, the proofs listed in Compulsory requirements shall be submitted for each participant from the group. **The additional requirements shall be met jointly.**

If the bidder submits the bid with a subcontractor, compulsory requirements shall be delivered for all subcontractors (if there are several subcontractors it should be delivered for each of them) and additional requirements shall be met jointly.

If the bidder submits the bid with subcontractor, the bidder submits for the subcontractor a part of procurement that will be carried out through that subcontractor.

Subcontractor has to meet **ADDITIONAL REQUIREMENTS** too, for the part of procurement that the bidder will carry out through this subcontractor.

The bidder is fully accountable to the Contracting Authority for realisation of contracted obligations, regardless of the number of subcontractors.

These proofs may not be older than two months prior to bids opening.

If a bid is submitted by group of bidders, each bidder from this group must meet the compulsory requirements. In that case the **STATEMENT (Form 3)** must be signed by authorised person of each bidder from the group of bidders and verified by stamp.

Bidders submitting the joint bid shall bear unlimited joint and several liability towards the Contracting Authority.

Contracting Authority may request the bidder to submit the original or verified copy of all or some proofs on compliance with requirements prior to deciding on contract awarding.

If bidder in the set deadline, which cannot be less than five days, fails to submit proofs being requested from him, the Contracting Authority will reject his bid as inappropriate.

Proofs on compliance with requirements may be submitted in unverified copies.

If requested proofs are not issued in the state in which the bidder has its seat, the bidder may submit a written statement instead, given under substantive and criminal liability, verified before the court or administrative authority, notary public or other competent authority of that state.

If bidder has its seat in another state, Contracting Authority may check whether the documents to prove compliance with requirements are issued by competent authorities of that state.

Any change in compliance with requirements under this procurement, which occurs prior to the decision on contract awarding and/or during contract validity shall be immediately communicated, in writing, to the Contracting Authority with proper documentation to support it.

III CONTRACT AWARDING CRITERION

1. criterion for selection of the most advantageous bid:

Criterion: THE LOWEST BID PRICE.

2. Criterion elements and/or the method upon which the Contracting Authority will select the most advantageous bid and conclude the contract in situation with two or more bids with the same bid price.

If two or more bids have the same lowest bid price, the most advantageous bid shall be the bid of the bidder who offered the LONGER GUARANTEE PERIOD (min. 5 years).

If after the spare criterion two or more bids still have the lowest bid price/longest guarantee period, the Contracting Authority shall award the contract by random drawing.

IV FORMS

Tender documentation should include the following forms:

1. Bid form with price structure (Form 1);
2. Statement on obtaining insurance policy filled in and verified (Form 2);
3. Statement that the bidder complies with the requirements from the call (Form 3);
4. The bidder has to fill in, sign and stamp the contract model, confirming in that way he agrees with contract model elements.

BID FORM WITH PRICE STRUCTURE

Bid no _____ **of** _____ **year** for the public procurement, carrying out construction works on repair of Serbian military cemetery on Zeitenlik in Thessaloniki, Greece.

General data on the bidder	
Bidder's name	
Bidder's address	
Contact person	
Bidder's TIN	
E-mail	
Telephone	
Fax	
Bidder's account number and name of the bank	
Person authorised to conclude contract	

The bid is submitted (circle the method):

a) independently

б) with a subcontractor

1. _____
2. _____
3. _____

(name and seat of all subcontractors)

B) as a joint bid:

1. _____
2. _____
3. _____

(name and seat of all participants in the joint bid)

Pos. No.	Description of position (according to requirements of Specification of works with inventory and description)	Measure ment unit	Quant ity	Price per unit ex. VAT	Total price ex. VAT	VAT in %
1	2	3	4	5	6 (5x4)	7
I	<u>ARCHITECTURAL AND CONSTRUCTION WORKS</u>					
01-00	PREPARATORY AND FINAL WORKS					
01-01	Procurement and placement of plastic floor protection sheets.	m2	500			
01-02	Procurement and placement of plastic sheets over the openings on the facade, doors, windows, etc. for the sake of protection.	m2	50			
01-03	Rough construction clean-up of construction waste and its disposal at construction site landfill.	m2	2790			
01-04	Cleaning and washing of construction site after the works are finalized.	m2	6072			
01-05	Gathering and removal of the waste.	m3	100			
TOTAL PREPARATORY AND FINAL WORKS						
02-00	EARTHWORKS					
02-01	Gathering river sand and gravel from the paths and the lower plateau prior to levelling the large plateau	m2	3350			
02-02	Excavation of the III earth category, done manually or by mechanical means, for gutters at the edge of lower plateau.	m3	181,5			
02-03	Levelling of the lower plateau and the main access	m2	3378			
02-04	Manual of machine excavation of the III earth category for rainwater drainage pipes and water collectors, from crypt to edge gutters	m3	20			
02-05	Procurement, transport, spreading in layers, compressing and fine planning of crushed stone	m2	5652			
02-06	Earth excavation for sewer	m3	14			
02-07	Excavation of ditch for air insulation with adequate stretching	m3	170			
02-08	Ditch backfilling for air insulation	m3	130			
02-09	Earth excavation with stretching, for air insulation drainage pipes	m3	140			
02-10	Ditch backfilling for air insulation drainage pipes	m3	130			
TOTAL EARTHWORKS						
03-00	MASONRY WORKS					
CRYPT						
03-01	Removing plaster from interior crypt walls	m2	390			
03-02	Removing plaster from the ceiling	m2	120			

03-03	Removing plaster from the arches	m2	60			
03-04	Cracks cleaning	m	50			
03-05	Rendering and setting crypt walls with lime mortar in two layers	m2	390			
03-06	Rendering and setting crypt arches with lime mortar in two layers	m2	60			
03-07	Rendering and setting crypt ceiling with lime mortar in two layers	m2	112			
03-08	Filling cracks and damages of roof ceiling and crypt walls	m2	20			
UPPER PLATEAU						
03-09	Stripping off the joints on the fence and crypt facade	m2	450			
03-10	Dismantling gutters	m	80			
03-11	Dismantling concrete panels from the plateau over the crypt	m2	460			
03-12	Preparing panels and gutters for the re-installation	m2	460			
03-13	Repairing the cracks on the plateau fence, subwall and stairs	m	45			
03-14	Pointing of joints	m2	450			
03-15	Excavation of panels' base and filling the cracks from the upper side	m3	12			
03-16	Gutters installation	m	80			
03-17	Installation of concrete panels on the upper plateau	m2	460			
03-18	Gutters joints and concrete panels pointing	m2	460			
LOWER PLATEAU						
03-19	Dismantling pavement around the crypt	m2	40			
03-20	Demolition of concrete gutters	m	260			
03-21	Demolition of sewers	pc.	10			
03-22	Building sewers	pc.	7			
03-23	Outlet structure	pc.	1			
03-24	Lifting up the existing grilles	lump sum	1			
03-25	New pavements around the crypt	m2	105			
03-26	Pavement ahead of the stairs from both sides of the ossuary	m2	40			
03-27	Procurement and installation of drainage PVC pipes of air insulation	m	37			
03-28	Procurement and installation of drainage PVC pipes	m	83			
AIR INSULATION						
03-29	Cleaning foundation joints	m2	154			
03-30	Constructing concrete foundation and gutters at the bottom of air insulation	m3	3,2			
03-31	Constructing vertical air insulation	m2	154			
03-32	Procurement and installation, testing and backfilling of PVC drainage pipes	m	78			
03-33	Construction of channels for ventilation of air insulation	pc.	14			
TOTAL MASONRY WORKS						
04-00	PAINTING WORKS					
04-01	Walls painting	m2	510			

04-02	Painting the existing doors	pc.	22			
04-03	Cleaning and painting crypt entrance door	pc.	1			
TOTAL PAINTING WORKS						
05-00	INSULATION WORKS					
05-01	Horizontal hydro insulation under the upper plateau panels	m2	489			
05-02	Hydro insulation in the channel for concrete gutter on the upper plateau	m2	120			
TOTAL INSULATION WORKS						
06-00	CONCRETE WORKS					
06-01	Construction of new open concrete gutters	m	200			
06-02	New pipes from crypt to gutters	m	60			
06-03	Construction of cross pedestal from concrete	pc.	100			
06-04	Water collector	pc.	8			
TOTAL CONCRETE WORKS						
07-00	LOCKSMITHS WORKS					
07-01	Grilles from collectors of water from plateau	pc.	8			
TOTAL LOCKSMITH WORKS						
08-00	MISCELLANEOUS WORKS					
08-01	Removing glass from windows in crypt	lump sum	1			
08-02	Windows glazing	pc.	22			
08-03	Painting-conserving works	lump sum	1			
08-04	Sanitary objects	lump sum	1			
08-05	Procurement and placement of concrete benches	pc.	16			
TOTAL MISCELLANEOUS WORKS						
09-00	UNFORESEEN WORKS					
TOTAL UNFORESEEN WORKS						
II	<u>ARCHITECTURAL AND CONSTRUCTION WORKS</u>					
A	PREPARATORY WORKS					
A1	Disconnection of the existing electrical panel from the power supply and installations	Work h	1			
A2	Disconnection of the existing ceiling lamps	Work h	8			
A3	Disassembly of existing installations and installation equipment	Work h	8			

TOTAL PREPARATORY WORKS						
B	POWER SUPPLY AND DISTRIBUTION					
B1	Production, delivery and placement of the distribution panel in a niche built in the wall, and its connection to the power supply and installations inside a typical steel sheet closet (all elements specified in technical description of works in position B1)	set	1			
B2	Delivery, mounting of the specified energy cable in the ceiling below plaster, in a previously built brick groove without bricklayer's repair of ceiling, and the cable's connection to the existing and new distribution panels creating connections at both ends	m	45			
B3	Delivery and fitting in the wall of the sheet steel closet 150x 150x 100 mm with a lid and 5 power clamps 6 mm ² over the existing distribution panel, and making the connection between existing and new cable	set	1			
TOTAL POWER SUPPLY AND DISTRIBUTION						
C	INSTALLATIONS AND INSTALLATION EQUIPMENT					
C1	Delivery of material and building of installation for electrical lighting	m	430			
C2	Delivery and installation of the conduit box on the ceiling or the wall	pc.	15			
C3	Delivery of material and building of installation for single phase outlets	m	80			
C4	Delivery, fitting in wall and connection of installation equipment to installation					
	- Installation switch, serial, 10A,250V, colour white, with box for incorporation	pc.	1			
	- Single phase outlet with earthing contact 16A, 250V, colour white, with box for incorporation	pc.	4			
C5	Installation material and tools for fitting in of installations and installation equipment of lamps /screw anchors, screws, insulating tape, plaster, etc. /	Estimate	1			
TOTAL INSTALLATIONS AND INSTALLATION EQUIPMENT						
D	LIGHTNING EQUIPMENT					
D1	Upon plastering and walls painting, the lights of the mentioned type are delivered, installed on the ceiling or the wall					
D1-1	LED panel,18W/ 840, luminous flux not less than 1600 lumen, surface mount, fi 250, white colour; installation on the ceiling, working height up to 3.5 m	pc.	53			
D1-2	LED linear light, 21W/840, surface mount, AL profile box, length 1.2 m, with driver installed; installation on the ceiling above concrete portal of the entrance, working height up to 2.5 m	pc.	1			

D2	Security lightning, surface mount, with the bulbs with LED diodes					
D2-1	with arrow symbol, doors and man in movement, ONESIDED	pc.	8			
D2-2	with arrow symbol, doors and man in movement, TWOSIDED	pc.	11			
D3	Delivery and installation of LED bulb in chandelier 4,5 W / 840, 230V, socket E14, shape mini classic, opal or mat diffuser	pc.	20			
TOTAL LIGHTNING EQUIPMENT						
E	FINAL WORKS					
E1	Reviewing and examining installations with necessary measuring and issuing reports on the examination	set	1			
TOTAL FINAL WORKS						

Offered price excluding VAT: RSD _____.

Offered price including VAT: RSD _____.

Deadline for completion of works: The works must be completed by 10 September 2018 (no later than 10 September).

Required advance payment:

_____ % (in letters: _____) of the total bid price, or EUR _____ (in letters: _____) excluding VAT.

(Only to be filled in if the bidder requires advance payment, which cannot exceed 30% of the total bid price)

Deadline and method for payments:

The payments are made to the account of the Contractor in the following manner:

1. Advance payment (up to 30% of the contract value) within 8 days of the date of the reception of the advance payment pro forma invoice and financial security for return of advance payment;
2. The rest of the contract value will be paid upon received interim or final certificate and invoice, certified by supervision, within 8 days, counting from the day of the official (Commission) receipt of the certificate or invoice issued for completed works.

Warranty period for completed works and built in material: _____ (minimum of 5 (five) years form the day of taking-over).

Validity period of bid: _____ (at least 60 days from the day of opening of bids)

The price includes all previous and preparatory works, material and equipment, and the usual dependent and incidental expenses of the Contractor.

We hereby state that by submitting the bid we fully accept the terms and conditions of the Tender documentation.

We hereby agree that the mentioned conditions are the integral part of the contract.

In _____, **on** _____

Authorised person for the bidder _____

Fill-in instructions:

This form is meant for filling in the financial bid of the bidder.

The form appropriates the names of the descriptions of the works that need to be realized, which were previously stated (Specification of works with inventory and description), and the bidder states familiarity with these.

In column 5: fill in unit price/lump sum for each individual item;

In column 6: fill in total price excluding VAT for required quantity, for each item (5x4);

In column 7: fill in the amount of VAT in % (VAT rate), for each item;

Offered price excluding VAT is the sum of column 6;

Offered price including VAT is the sum of total amount for each item to which VAT amount is added.

Note:

The form must be filled in by the bidder, certified and signed, thereby confirming that the data supplied in the form are true.

If bidders are submitting a joint bid, the form is filled in, certified and signed in accordance with the agreement which is an integral part of the bid.

(FORM 2)

STATEMENT ON OBTAINING INSURANCE POLICY

for procurement of works on repair and renovation of Serbian military cemetery on Zeitenlik in Thessaloniki, Greece

Under full moral, substantive and criminal liability we declare that we shall, if our bid is chosen as the most advantageous and if we conclude the procurement contract, prior to works execution, submit the Insurance policy of works, workers, equipment and material to the Contracting Authority as well as insurance policy of liability for the damage made to the third persons and to the things of the third persons during the execution of works until the delivery of the works to the Contracting Authority.

Location and date:

Bidder:

(FORM 3)

STATEMENT THAT THE BIDDER COMPLIES WITH THE REQUIREMENTS FROM THE CALL AND TENDER DOCUMENTATION

We hereby confirm that we will comply with all the requirements from the call for the works execution on the design and execution of constructions works on renovation and restauration of Serbian military cemetery on Zeitenlik in Thessaloniki in Greece, as well as with all the requirements mentioned in the Tender documentation, under which we submit this bid.

We agree that those requirements fully represent the integral part of the contract, which cannot be contradictory to those requirements.

Location and date:

Bidder:

V CONTRACT MODEL

**CONTRACT ON EXECUTION OF THE WORKS ON REPAIR OF SERBIAN MILITARY
CEMETERY ON ZEITENLIK IN THESSALONIKI**

CONCLUDED BETWEEN:

1. REPUBLIC OF SERBIA, CONSULATE GENERAL OF THE REPUBLIC OF SERBIA IN THESSALONIKI with its seat in Thessaloniki, Komnion 4, which is upon special authorisation by the Ministry of Labour, Employment, Veteran and Social Affairs, represented by consulate general Sinisa Pavic **hereinafter referred to as: Contracting Authority**),

From one side and

2. _____

With its seat in _____, Street _____

TIN: _____, Account number: _____ The name of the

bank: _____

Telephone: _____ represented by _____

(hereinafter referred to as: Contractor), on another side.

CONTRACTING PARTIES AGREE THAT:

- The Contracting Authority has carried out procedure for public procurement of the **Works on repair of Serbian military cemetery on Zeitenlik in Thessaloniki, procurement number 200-3/18**,
- Contractor submitted the Bid number _____, from _____, archived with the Contracting Authority under the number _____ of _____, which fully corresponds to the technical specification from the Tender documentation that is an integral part of the contract;
- Contracting Authority selected the Contractor for execution of the works on repair of Serbian military cemetery on Zeitenlik in Thessaloniki, based on the Report of the Public Procurement Commission, number _____, from _____, Contract Awarding Decision, number _____, from _____
- Contracting Authority has made the Contract Awarding Decision, by applying the lowest price offered criterion, number _____ from _____ buy which the Contractor bid has been chosen as the most advantageous.

SUBJECT OF THE CONTRACT

Article 1

The subject of the Contract is regulating the mutual rights and obligations relating to the execution of the works on repair of Serbian military cemetery on Zeitenlik in Thessaloniki, fully following the Main Repair Project, adopted Contractor Bid number _____, from _____, archived with the Contracting Authority under the number _____ from _____ and Tender documentation, which makes an integral part of the contract.

The Contractor undertakes to execute all the works on repair of Serbian military cemetery on Zeitenlik in Thessaloniki, fully following the Main Repair Project, Tender Documentation, adopted Contractor Bid

number _____, from _____ 2018, in compliance with the set deadline referred to in the Article 6 of this Contract, in line with the laws, regulations, standards and rate of yields for this type of the works, technical regulations and specifications, and the Contracting Authority undertakes to pay the contracted price to the Contractor.

PRICE

Article 2

The contracted price is _____ (in letters: _____) EUR excluding VAT, and _____ (in letters: _____) EUR including VAT.

The contracted price is fixed and cannot be changed due to the increase of price of elements based on which it has been established.

The contracted price includes the price of the works and potential services and all other expenses required for completion of the works.

CONDITIONS AND TERMS OF PAYMENT

Article 3

Payment shall be effected to the Contractor’s account as follows:

- 1) Advance payment (not exceeding 30% of the contracted value) in the amount of.....%, or EUR..... VAT excluded within 8 days from the date of the receipt of the advance invoice and without the financial collateral for the return of the advance payment;
- 2) The remaining amount of the contracted value shall be paid successively as per the set degrees of completion of the executed works based on the Interim situations with proportional justification of the advance, within 8 (eight) days from the receipt of the interim situations duly authenticated by overseeing authority and for established 100% degree completion of the executed works, and on the basis of Final calculation and receipt of the executed works in completed status authenticated by the overseeing authority, within 8 (eight) days from the date of the receipt of the works by the commission, by the payment effected to the Contractor’s current account no. _____, opened with _____ bank.

CONTRACTING AUTHORITY’S RESPONSIBILITIES

Article 4

The Contracting Authority shall:

- Ensure required conditions for the execution of works,
- Ensure oversight over the execution of works and notify the Contractor on the persons entrusted with the oversight,
- Ensure for the Contractor unimpeded access to the construction site over the period of the Contract,
- Effect payment for the contracted price under contracted terms and conditions and in the contracted procedure,
- Induct the Contractor into the works and enable unimpeded access to the location of the execution of works;
- In the course of execution of works the Contracting Authority shall notify the Contractor on all the circumstances of relevance for the execution of works and provide guidance on the execution of work if the Contractor so requests, and to appear before public authority and third parties as the Contracting Authority when the need arises.
- Upon the completion of works, the Contracting Authority shall accept the facility as arranged under this Contract.

Oversight shall be conducted by the overseeing authority designated by the Contracting Authority. The oversight shall include: control if the works are being executed against the technical documents; control and verification of the quality of the execution of works and compliance with regulations, standards and technical rules; control and authentication of the quantity of the executed works; verification of the proof of the quality of materials, equipment and installations mounted; guidance for the Contractor; cooperation with the Contractor to ensure technological and organisational solutions required for the execution of works, and other issues arising in the course of the execution.

The overseeing authority has authorized to give orders and make observations to the Contractor on behalf of the Contracting Authority.

The Contracting Authority may revoke any order given or observation made by the overseeing authority, notifying the Contractor in writing or verbatim in emergency cases.

The observations made and orders given by the overseeing authority shall be entered into the construction log.

The Contractor shall follow the observations made and orders given by the overseeing authority and eliminate gaps and deficiencies in the works with regard to which the reasonable and justified observations have been made, which the overseeing authority shall do on its own cost. The reasonable and justifiable observations shall be construed to include deviations from execution of works contrary to the contracted.

CONTRACTOR'S RESPONSIBILITIES

Article 5

The Contractor shall:

- Register the start of the works with the competent authority
- Execute the contracted works in a good quality manner, in compliance with the contract, applicable legislation, rules and standards the implementation of which is mandatory, according to the rules

- of occupation, with the sufficient number of immediate staff/workers;
- Ensure flawless oversight and follows the orders and guidance by the overseeing authority,
- Organises the construction site in a manner so as to ensure access to the location and environment protection,
- Put up a signage to mark the construction site as appropriate, which contains data and information on the works being executed, and to forward the Contracting Authority insurance policies against the bidding dossier enclosing time schedule of the execution of works.
- Ensure injure-related safety and protection for staff/workers, passers-by and other persons, and to ensure adequate equipment for work and protection at work for all the persons hired,
- Ensure safety at the construction site, and apply all the measures with view to safety of work, equipment, immediate staff/workers and other persons and fire-proof measures,
- Issue a written decision designating officially the Contractor's responsible person and to notify the Contracting Authority in writing,
- Furnish the Contracting Authority with a list of persons directly employed and hired at the works execution under contract, and without delay notify every change to the Contracting Authority,
- In the course of execution of works to orderly, complying with the applicable legislation, maintain construction book/log and inspection book;
- Upon the completion of works, clear his workers, remaining material, equipment and machinery and form the construction site, and clean it;
- Upon the completion of works, immediately, and not later than 5 (five) days, notify the Contracting Authority and the oversight authority, that the works have been executed and to launch the delivery procedure and final calculation,
- Directly participate in the works delivery commission and the final calculation

Should in the course of the execution of works the Contractor observe flaws in the Technical documentation which may have adverse effect upon the course of the execution of works or functionality of the monument, he shall without any delay notify the Contracting Authority and overseeing authority.

DEADLINES

Article 6

The Contractor shall execute the works referred to in paragraph 1 thereof by 10 September 2018.

The deadline referred to in paragraph 1 thereof may be extended by an annex to this Contract in the following cases:

- natural events which have the character of force majeure,
- termination of the execution of the Contract as a consequence under the acts of public authority,
- emergency social events identified under law as force majeure,
- social occurrence and other circumstances resulting from decision of public authorities or acts of competent authorities, for which the Contractor bears no responsibility
- in cases of amendments to Technical documents which have been ordered by the Contracting Authority,
- In cases of interruption in the works which are longer than 2 days and not resulting from the Contractor's fault;

In case of the onset of the circumstances referred to above, the Contractor shall without delay notify the Contracting Authority, and enclose a proof of justifiability of such a request and obtain the consent from the overseeing authority.

The request to extend the deadline for execution of works shall be submitted by the Contractor in writing to the Contracting Authority not later than 3 (three) days from the date of becoming aware of the onset of the circumstances referred to in paragraph 2 thereof.

No amendment or modification to the Contract may be requested on account of emergency circumstances which have occurred after the deadline set for the execution of the contract.

The Contractor is not entitled to the extension in the following cases:

- If defaulting the deadline for execution of works,
- In the case of emergency circumstances occurring in the time of the default,
- To execution redundant contracted works, the value of which does not exceed 10% of the total value of the contracted works.

The Contractor shall not be entitled to the extension without the explicit consent of the Contracting Authority.

QUALITY OF THE MOUNTED MATERIAL

Article 7

Material used in the execution of works shall comply with the description of work, technical documentation, and technical rules, and the Contractor shall be accountable for their quality.

The Contractor shall, on the request of the Contracting Authority, submit the required certificates on the quality of material, elements of the parts mounted in the structure, and as appropriate, examine material whenever the authorized expert authority requires so.

The equipment to be mounted shall be purchased by the Contractor, upon the Contracting Authority's consent, which shall comply with the technical documents, rules and set standards.

GUARANTEE PERIOD

Article 8

The Parties agree to set the guarantee period for the quality of the executed works and mounted material at _____ years from the date of the delivery of the executed works. (*minimum 5 years*).

The Contractor shall on his own cost eliminate irregularities, gaps and deviations arising within the guarantee period, in terms of quality with regard to the executed works and mounted material, within the period as set by the Contracting Authority, in which case a new guarantee period shall start as of the date of such works/materials.

SUBSEQUENT AND UNFORSEEN WORKS

Article 9

Should the need arise in the course of the execution of the works for the execution of any unforeseen or subsequent works, the Contractor shall pause the execution and notify the overseeing authority and Contracting Authority in writing without delay on the emerging circumstances and reasons for the execution of such works.

Should a need arise to execute works which are not in Technical documents (subsequent works), the Contractor shall furnish the Contracting Authority with the inventory and description of the works and price structure.

The Contractor may execute emergency unforeseen works without a written order from the overseeing authority which are required to ensure stability of the construction or prevent damage if the Contractor due to emergency or other justifiable causes was not in a position to obtain a written order for the execution for the works in question from the overseeing authority.

In the case of the onset of circumstances from the paragraph above, the Contractor shall without delay notify in writing the overseeing authority or Contracting Authority on the unforeseen works so executed or which are being executed and on the reasons for their execution, in order that he may obtain the consent from the Contracting Authority.

If in the End situation the works are indicated as executed without the consent of the overseeing authority, such works shall not be endorsed nor their costs reimbursed by the Contracting Authority.

WORKS REDUNDANCY OR DEFICIT

Article 10

Should a need arise in the course of the execution of works for the execution of a redundancy of the contracted works, the Contractor shall pause with such type of works and notify in writing the overseeing authority and Contracting Authority.

The Contractor shall notify on the redundant works after he has obtained the written consent from the Contracting Authority as per unit prices in the accepted Contractor's Bid, in which case the value of the increased volume of works shall not exceed 10% of the originally contracted value, otherwise the costs of the works shall be borne by the Contractor.

The execution of the redundant works shall not have any bearings on the deadline set for the end of the works.

Adverse departures of the executed works from the contracted quantities of the works (shortage), are permissible provided the Contractor has obtained the consent from the overseeing authority to the reasoned proposal.

QUALITY CONTROL

Article 11

The contractor shall present evidence of the quality of the material used and to ensure control to the overseeing authority/Contracting Authority.

Final quality assessment of the executed works shall be carried out at the moment of the delivery of the executed works.

LIQUIDATE DAMAGES

Article 12

The Parties understand that the Contractor shall, pay the amount of 0.5% of the total contracted value of the works to the Contracting Authority for the liquidated damages, if through the fault of his own fails to execute the contracted works within the contracted period, whereby the total amount of the liquidated damages may not exceed 5% of the full contracted value no VAT added.

Liquidated damages shall be calculated as of the delivery of the executed works including the date of the minutes on the delivery.

The amount of liquidated damage referred to in the Paragraph 1 of this Article shall be determined by Final account of the works being executed.

The Contracting Authority shall realise the payment of liquidated damage by decreasing the value of the works executed by the Final account, without prior consent of the Contractor.

If the Contracting Authority due to the delay by the Contractor with the execution and the delivery of the works sustains the damage that is higher from the contractual penalty, it is entitled to request the difference until the full compensation of the damage.

DAMAGE COMPENSATION

Article 13

The Contractor shall compensate the damage incurred during the contract implementation, due to his guilt or negligence, to the Contracting Authority.

If the Contracting Authority during the project implementation sustains the damage that is the consequence of non-fulfilment of the Contractor's contracted liabilities, the Contractor shall be accountable for the damage sustained by the Contracting Authority and shall compensate the damage.

The Contracting Parties agree in case of the damage referred to in the Paragraph 1 of this Article that the Joint Commission shall establish the accountability of the Contractor, volume and amount of the damage, about which the minutes shall be drawn up.

DELIVERY OF THE EXECUTED WORKS

Article 14

The Contractor undertakes to inform the Surveillance Authority and the Contracting Authority in writing on the works being completed immediately, and the latest within 5 (five) days from the completion of works under this contract.

The Contracting Parties agree to start with the delivery and final account without delays, and the latest within 10 (ten) days from the day of the receipt of the written information referred to in the Paragraph 1 of this Article.

The Contracting parties agree to carry out the delivery and the final account of the works being executed between the contractor representative, Commission for the delivery of the works formed by the Contracting Authority, with presence of the Surveillance Authority, about which the minutes shall be drawn up.

Delivery of the executed works and the final account shall be carried out based on the proposal of the Completed situation, by checking the compliance between the works being executed and the material being used.

If by checking the compliance between the works being executed and the material being used, the deviations are identified, the Contractor shall without delays prepare and issue the Completed situation including the data on real quantities of the works executed and the equipment installed.

FINANCIAL SECURITY INSTRUMENTS

Article 15

Contractor shall submit the following:

- Appropriate financial security instrument **for the return of advance payment**, within 10 days from the day of the contract conclusion, and it shall be in clauses: irrevocable, unconditionally, payable on the first call and with no right to the objection. Financial security for the return of the advance payment shall be issued in amount of paid advance payment including VAT, with the validity period of 30 days longer from contracted period. If during the contract validity period the contracted period is changed, the Contractor shall extend the validity period of the financial security for the return of advance payment. The Contracting Authority will cash in the financial security for return of advance payment if the Contractor fails to justify the received advance payment in deadlines and in the manner envisaged by the contract. **(The Contractor shall submit it only if he requested the advance payment).**
- Appropriate financial security instrument **for good execution of works**, within 10 days from the day of the contract conclusion, and it shall be in clauses: irrevocable, unconditionally, payable on the first call and with no right to the objection. Financial security for good execution of work shall be issued in amount of 10% of contract value excluding VAT, with the validity period of 30 days longer from contracted period. If during the contract validity period the contracted period is changed, the Contractor shall extend the validity period of the financial security for good execution of works. The Contracting Authority will cash in the financial security for good execution of works

if the Contractor fails to carry out all his contracted liabilities in the deadlines and in the manner envisaged by the contract.

- Appropriate financial security instrument **for elimination of the errors in the guarantee period**, at the moment of the delivery of the structure on which the works have been executed, and it shall be in clauses: irrevocable, unconditionally, payable on the first call and with no right to the objection. Financial security for elimination of the errors in the guarantee period shall be issued in amount of 10% the value of the works executed on the Final Account, excluding VAT, with the validity period of 30 days longer from contracted period. The Contracting Authority will cash in the financial security for elimination of the errors in the guarantee period if the Contractor fails to carry out all his guarantee liabilities in the deadlines and in the manner envisaged by the procurement contract. If the Contractor fails to submit the financial security in the set deadline, the Contracting Authority shall cash in the financial security for good execution of works.

*Note: In case if the mentioned security does not exist as such in the state where the bidder is based, it is necessary for the bidder to submit written statement indicating this, mentioning what type of security is issued for requested purpose in line with regulation of the state where the bidder is based and to submit this type of security.

The Contractor undertakes to submit the Professional Liability Insurance Policy upon contract signing and prior to the beginning of the works.

The Contractor undertakes to submit along with the Final Account the following:

- Final account – Completed situation,
- The Minutes on the delivery of the executed works,
- Construction diary, Construction Book and Inspection Book, verified by Expert Surveillance,
- Certificates/Attests/Guarantees and other accompanying documentation.

The Contracting Authority is entitled to keep the proportionate part of the price for the purpose of elimination of deficiencies identified during the delivery of the works being executed, without prior consent of the Contractor, if the Contractor fails to remove the deficiencies on the written call of the Contracting Authority within the deadline set by the Contracting Authority.

The Contracting Authority shall decrease the value of the works being executed by the Final Account in amount of the kept part of the price referred to in the previous paragraph, without prior consent of the Contractor.

The Contracting Authority undertakes to pay the kept part of the price to the Contractor immediately upon the removal of the deficiencies, and the latest within 8 days from the delivery of those works.

The Contractor shall waive its right to the calculation of the interest for the payment delays.

Article 16

Contractor undertakes to submit to the Contracting Authority, simultaneously with contract conclusion, the Professional Liability Insurance Policy. Otherwise it shall be deemed that the bidder refused to sign the contract, in which case the Contracting Authority may conclude the contract with the first next most advantageous bidder.

Contractor must ensure the validity of the Policy during the entire contract validity period.

KEEPING BUSINESS SECRET

Article 17

Contractor shall keep the Contracting Authority's business secrets.
Within his activities, the Contractor shall take care of Contracting Authority's and its activities reputation.

TERMINATION OF THE CONTRACT

Article 18

This contract may be terminated in case of circumstances that do not depend on the will of the Parties and hinder or disable the contract implementation, on the day of written notice on termination to the other Party, with 15 days from the day of the delivery of written notice on the termination to other Party.

The Contracting Authority has the right to unilaterally terminate the contract at any time and without notice, if the Contractor does not fulfil its obligations in the contracted manner, on which the Contracting Authority will notify the Contractor.

In the case referred to in Paragraphs 1 and 2 of this Article, Contracting Authority shall make the Note on the delivery of executed works and the Final account, without participation of the Contractor representatives.

The consequences relating to the delivery shall occur on the day of submission of the Note referred to in the previous paragraph.

In the case referred to in Paragraph 1 of this Article, Contracting Authority shall make a payment to the Contractor for the works executed according to the Final account referred to in the Paragraph 3 of this Article.

In case of the contract termination for which the Contractor is accountable for, the Contractor shall protect the executed works from devastation bearing the costs. Otherwise, the Contractor shall bear only the costs of necessary protection measures and other costs shall be borne by Contracting Authority.

FINAL PROVISIONS

Article 19

Given that the Parties conclude this contract in mutual confidence and respect, the Parties reiterate that they shall execute it fully in line with principle of fairness and conscience. The Parties agree that any dispute arising from this contract shall be settled amicably and if there are no disputes, they agree that the Commercial Court in Belgrade has the competency.

This contract shall be implemented and interpreted exclusively according to the regulations of the Republic of Serbia.

In case of any disagreements between the Parties regarding the application of the contract provisions, the provisions of the following laws shall be applied - Law on Planning and Construction, Law on Obligatory Relations and other applicable legislation.

Article 20

This contract shall enter into force on the day of its signing by representatives authorised by Parties and the delivery of security instruments for the return of advance payment and good execution of works.

Article 21

This contract is signed in 6 (six) originals, whereof 3 (three) copies shall be kept by each Party.

**FOR CONTRACTOR
AUTHORITY**

FOR CONTRACTING

Director

Consul General

Note: This model contract must be verified by stamp and signed by bidder, confirming that he agrees with the contents of the contract that will be signed between Contracting Authority and selected bidder.

If the bidders submit a joint bid – the model contract shall be verified by stamp and signed in line with the Agreement that is an integral part of this bid.

VI INSTRUCTION TO BIDDERS ON HOW TO PREPARE THE BID

1. DATA ON THE LANGUAGE IN WHICH THE BID MUST BE MADE

The bidder submits the bid in Serbian or in English language.

2. THE MANNER IN WHICH THE BID MUST BE SUBMITTED

Bidder shall submit the bid in person or by mail in a sealed envelope or box, so that at its opening it can be verified that it has been opened for the first time.

The back of the envelope or box shall contain the correct name, address, telephone, e-mail and the name of authorised person.

The forms and statements requested by tender documentation and/or data that must be their integral parts, shall be filled in by the bidder clearly so the content can easily be confirmed, and the authorised persons of the bidder shall sign and verify it with stamp. Bid must be clear and unambiguous. Bidder should submit the bid in writing. The bid is made by bidder entering the requested data in the forms which made the integral part of the tender documentation.

In case if the bid is submitted by a group of bidders, it shall be stated on the envelope that it is submitted by a group of bidders and that it shall contain the names and the addresses of all the joint bidders.

Each change made like correction, whitening, crossing it out, etc. must be verified by stamp and signed (or initialled) by a bidder's authorised person.

It is advisable all the documents, submitted within the bid, to be bound with tape and sealed, so afterwards the pages cannot be inserted, removed or replaced with another pages without significantly damaging the pages or stamp.

The bid shall be submitted to the following address: **Consulate General of the Republic of Serbia in Thessaloniki, address Komnion 4, 546 24 Thessaloniki, Greece, "A BID FOR WORKS PROCUREMENT ON REPAIR OF THE SERBIAN MILITARY CEMETERY ON ZEITENLIK IN THESSALONIKI, procurement number: 200-3/18 DO NOT OPEN".**

The bid shall be deemed timely if it has been received by the Contracting Authority by 19.07.2018. year by 15:00, regardless of the method of sending it.

Upon receipt of each bid, the Contracting Authority shall record on the envelope/box containing the bid the time of receipt and record the number and date of the bid in the order of arrival. If a bid is submitted in person, the Contracting Authority shall give to the bidder a certificate of receipt stating the date and time of the bid receipt.

The bid that is not received within the deadline shall be returned unopened to the bidder by the Contracting Authority after the opening procedure with a sign that it has been received untimely.

Bidders must submit one bid only, bid with variations is not allowed.

3. BIDS OPENING

The Contracting Authority shall open the bids on 20.07.2018. year starting at 11:00 hours.

The bids shall be opened by an order in which they have been received/recorded by the Contracting Authority.

Bidder' representatives, who are participating the bids opening, must submit an authorisation for participation in the bids opening process to the Contracting Authority's Commission.

Within the deadline for bid submission in a manner set for bids submission, the bidder may change/add to/revoke its bid.

The bidder shall clearly indicate the part of the bid being changed or the documents subsequently submitted.

The amendments, supplements or cancellations of the bid shall be submitted to the following address: **Consulate General of the Republic of Serbia in Thessaloniki, address Komnion 4, 546 24 Thessaloniki, Greece** with the following note:

“Amendments, supplements, cancellation of the bid for works procurement on repair of the Serbian military cemetery on Zeitenlik in Thessaloniki no. _____ - DO NOT OPEN”.

The back of the envelope/box shall contain the name and address of the bidder. In case if the bid is submitted by a group of bidders, it shall be stated on the envelope that it is submitted by a group of bidders and that it shall contain the names and the addresses of all the joint bidders.

After the deadline for submission of the bid has expired, the bidder is not allowed to revoke or change its bid.

4. PARTICIPATION IN A JOINT BID OR AS A SUBCONTRACTOR

The bidder may submit one bid only.

The bidder who has independently submitted its bid cannot simultaneously participate in some other bid as a joint bidder or as a subcontractor, nor can he participate in several joint bids.

In the bid form with price structure (form 1), the bidder shall state the way in which he is submitting the bid.

If the bidder is bidding with a subcontractor, he shall state in the bid form with price structure (form 1) that he is bidding with a subcontractor, the name and seat of subcontractor, the percentage of the total procurement value to be entrusted to subcontractor, which may not exceed 50% as well as the part of the subject of the public procurement to be executed by subcontractor.

If Contracting Authority and Bidder, who is bidding with subcontractor, conclude the contract on public procurement, the subcontractor shall be indicated in the public procurement contract.

The bidder shall submit evidence for the subcontractors on compliance with requirements state in the Tender documentation in line with the Instruction on how to prove compliance with requirements.

The bidder shall provide access to Contracting Authority, upon Contracting Authority’s request, to the subcontractor for the purpose of determining compliance with requirements.

The bidder shall be fully responsible to the Contracting Authority for the execution of all he liabilities under this procurement, i.e. the contractual obligations, regardless of the number of subcontractors.

5. A JOINT BID

A bid may be submitted by a group of bidders.

If a bid is submitted by a group of bidders, an integral part of the joint bid shall be the agreement whereby the bidders from the group commit to each other and to the Contracting Authority to execute the public procurement, which shall comprise the following data:

- Data on a leading member of the group, i.e. the one who will submit the bid and represent the group of bidders before the Contracting Authority,
- Description of job for each bidder from the group of bidders in executing the contract,
- Data on the bidder who will sign the contract on behalf of the group and provide the financial security instrument,
- Data on the account to which the payments shall be made.

6. METHOD AND TERMS OF PAYMENT AND OTHER CIRCUMSTANCES THAT DETERMINE THE ACCEPTABILITY OF A BID

6.1. Requirement regarding the method, deadline and conditions for payment

By Interim situations and Finalised situation based on the final account.

The advance payment is allowed to be requested (the advance amount of 30% of the offered price including VAT, the rest of contracted price shall be paid by Interim situations and Finalised situation based on the final account.

6.2. Requirements regarding bid validity period

Bid validity period may not be shorter than 60 days from the day of the bid opening.

In the case the validity of a bid has expired, the Contracting Authority shall request the bidder in writing for the extension of the validity period.

The bidder that accepts the extension request may not change the bid.

6.3. Requirements regarding the deadline for works completion and the location of the works

Deadline for works completion: The works must be completed by 10th September 2018.

The day of beginning of works is stated in the Construction diary.

The location of works: Serbian military cemetery on Zeitenlik in Thessaloniki, address Ampelokipoi 56123, Thessaloniki, Greece

6.4. Requirements regarding the guarantee period:

For the works executed and material installed at least 5 years from the day of works delivery/taking over.

6.5 Requirements regarding the quality:

The main repair project.

6.6. Executed works quality control:

The executed works quality control shall be made by the Contracting Authority.

Surveillance over the works during works execution period shall be provided by the Contracting Authority.

6.7. Reclamation:

In case if the executed works do not match the contracted quality, the Contracting Authority shall request for reclamation, in which case, the Contractor must remove the deficiencies, within a deadline set by Contracting Authority. The reclamation costs shall be borne by Contractor.

7. THE CURRENCY AND HOW THE PRICE SHALL BE STATED IN THE BID

The price must be stated in EUR, including and excluding VAT (rounded to two decimals) including all previous and preparatory works, material, costs of direct executors and all other supporting and dependable costs to be borne by bidder in the procurement implementation and it shall include all discounts and conveniences the bidder offers.

The prices are fixed during the contract validity period.

8. ADDITIONAL INFORMATION OR CLARIFICATIONS ON HOW TO PREPARE A BID

An interested person may request from the Contracting Authority, in writing, additional information or clarifications on how to prepare a bid. He/she can inform the Contracting Authority on potential deficiencies and irregularities he/she has noticed in the Tender documentation at least 5 days before the deadline for submission of bids expires:

- by mail to the address of the Contracting Authority: Consulate General of the Republic of Serbia in Thessaloniki

Address: Komnion 4, Thessaloniki, Greece

- by e-mail –srbcons@otenet.gr

Within 3 (three) days upon receiving the request for additional information or clarifications on the Tender documentation, the Contracting Authority shall publish the answer on its web page.

Additional information or clarifications are to be supplied with the following note “**Request for additional information or clarifications on the Tender documentation, procurement number _____**”.

If Contracting Authority amends or supplements the Tender documentation 8 or less days before the expiry of the deadline for the submission of bids, it shall extend the deadline for submission of bids and publish the information on the extension of the deadline for submission of bids.

After the deadline for submission of bids has expires, a bidder is not allowed to change or supplement the Tender documentation.

Requesting additional information or clarifications about bid preparation over the phone is not allowed.

Communication in the public procurement procedure shall be made exclusively by mail or e-mail, as well as by publication on the web page by the Contracting Authority.

9. ADDITIONAL CLARIFICATIONS BY THE BIDDERS AFTER THE BID OPENING AND CONTROL WITH THE BIDDER AND/OR SUBCONTRACTOR

The Contracting Authority may, after the bid opening and upon expert bid evaluation, request from the bidder in writing additional clarifications which may help in reviewing, evaluating and comparing the bid and it may also perform control (pre-inspection) of the bidder and/or subcontractor.

The Contracting Authority may, with bidder’s consent, rectify arithmetic errors noticed while examining the bid, upon the end of the bid opening procedure.

If the bidder does not consent to the correction of arithmetic errors, Contracting Authority shall reject the bid as unacceptable.

10. INSIGHT INTO DOCUMENTATION

The bidder is entitled to get insight into documentation on procurement procedure under the conditions and in the manner determined by Contracting Authority.

11. AMENDMENT AND SUPPLEMENT OF TENDER DOCUMENTATION, CANCELLATION OF THE PROCUREMENT

The Contracting Authority shall retain the right to cancel the procurement procedure due to objective and provable reasons, which could not have been envisaged at the time of initialising the procurement procedure and which could disable the completion of the procedure.

12. CONTRACT AWARDING DECISION

Within 10 days from the day of bids opening, the decision on contract awarding shall be made by Contracting Authority.

The decision shall be published on the Contracting Authority’s web page within 3 (three) days upon the decision has been made.

13. DEADLINE FOR THE CONTRACT TO BE SIGNED

The Contracting Authority will submit the public procurement contract to the bidder which was awarded the contract within 8 (eight) days.

If the selected bidder gives up from signing the contract, the Contracting Authority is entitled to sign the contract with the first next most advantageous bidder.