



АМБАСАДА РЕПУБЛИКЕ СРБИЈЕ – ЛОНДОН  
EMBASSY OF THE REPUBLIC OF SERBIA – LONDON  
28 Belgrave Square, London, SW1X 8QB, United Kingdom  
Phone: 020 7235 9049; Fax: 020 7235 7092  
E-mail: [embassy.london@mfa.rs](mailto:embassy.london@mfa.rs) , [www.london.mfa.gov.rs](http://www.london.mfa.gov.rs)

No. 258-4/2019  
Date: 04.03.2019

**TENDER DOCUMENTS**  
**for the procurement of services**

**Development of the Architecture design concept of the property at the address**  
**7 Dering Street, London**  
**No 258-4/2019**

London, February 2019

## TABLE OF CONTENTS

1. GENERAL INFORMATION ON THE PROCUREMENT
2. TECHNICAL DOCUMENTATION
3. INSTRUCTIONS TO BIDDERS ON HOW TO PREPARE A BID
4. REQUIREMENTS FOR PARTICIPATING IN THE PROCUREMENT PROCEDURE AND THE INSTRUCTIONS ON HOW TO PROVE THE FULFILLMENT OF THE REQUIREMENTS
5. FORMS AND DECLARATIONS
6. MODEL CONTRACT

## **1. GENERAL INFORMATION ON THE PROCUREMENT**

### **1.1 Name, address and website of the Contracting Authority**

Embassy of the Republic of Serbia in London  
Address: 28 Belgrave Square,  
SW1X 8QB, London, UK

Website: [www.london.mfa.gov.rs](http://www.london.mfa.gov.rs)

### **1.2 Note on conducting the procurement procedure of low-value work**

The present procurement procedure of low-value work is carried out pursuant to the Directive on Procurement in Diplomatic Missions and Consular Posts of the Republic of Serbia No. 716/GS of 20 May 2013, Instruction on Conducting Procurement in DCMs of the Republic of Serbia Abroad No. 716-2/GS of 3 July 2013 and the Decision on Commencement of the procurement procedure of low-value work No. 258/2019 of 28/02/2019.

### **1.3 Subject of procurement**

The subject of the procurement is the services – Development of the Architecture design concept of the property at the address 7 Dering Street, London.

The subject of the procurement is more specifically defined in Part II, Technical Documentation, - Project task.

### **1.4 Note on carrying out the procedure in order to conclude the procurement contract**

The present procedure is carried out in order to conclude the procurement contract. The contract shall be concluded with the Bidder to whom the Contracting Authority decides to award the contract, based on “the lowest-price” criterion.

**1.5 The decision on awarding the contract shall be made within five days from the date of bid opening. The Contracting Authority reserves all rights regarding the decision to award the contract to the most favorable Bidder. The decision cannot be the subject of a dispute and the proceedings before the judicial authorities of the receiving country.**

## **2. TECHNICAL DOCUMENTATION – PROJECT TASK**

**for the development of the Architecture design concept of the property at 7 Dering Street, London**

In order to determine the purpose of the property at 7 Dering Street in London, aimed for the Cultural Center of the Republic of Serbia, whose work will be conceived in accordance with the national platform “Serbia Creates”, for the reason of adapting the existing property later on, it is necessary to create an Architecture design concept which, in accordance with the requirements of the future purpose of the property, would define the functional-organizational spatial concept of the property, with such a design that would best present creativity, innovation and openness as the starting values of this program, which encourage cultural, artistic, tourist and trade networking.

The Serbia Creates Platform is part of the wider initiative of RS Prime Minister Ana Brnabić, to initiate, in direct cooperation with the creative sector as a whole, measures for changing the legal and business environment in Serbia in order to support the development of the existing and emerging new initiatives in the field of innovation, creative industries and artistic creativity. The idea of forming this type of platform is unique in Serbia, and a special segment of the Serbia Creates Platform is related to international cooperation, recognition of Serbia as a country with strong creative potential, promotion of Serbian artists and contemporary creativity, development of IT industry and representative presentation of the country on the international level. The goal of establishing this kind of platform is to support the development of creative potentials and positioning Serbia as an attractive destination for investments and tourists from all over the world.

The obtained Architecture design concept will be the basis for further detailed elaboration of the defined concept and design, through the development of the Main/Detailed design for the adaptation of the property for the purpose of carrying out the necessary work in order to determine the object its purpose.

The development of the Architecture design concept will be performed in accordance with the Grade II listed Building, defined by the competent authority of the city of London.

The Designer of the Architecture design concept will have to make a drawing of the existing situation, as a basis for further work on the development of the Architecture design concept, prior to the development of the Architecture design concept, as part of its engagement. The Contracting Authority has rough sketches of floors with dimensions, which are attached to this Project Task only for the purpose of acquiring a basic idea of the shape of the property.

### **About the property**

The property at 7 Dering Street in London, W1S 1AE, is located in the district of Mayfair, a part of the city where most buildings are for business purposes (company headquarters, large department stores, hotels, catering companies, galleries) with a number of diplomatic missions.

After the transfer of ownership from Jat Airways to the Republic of Serbia in 2011, the property at 7 Dering Street in London has acquired the status of a real estate for the official needs of the Republic of Serbia Mission in the UK, or a diplomatic status.

The property is under protection, as the historical heritage of the city, with dimensions recorded in the rectangular lot, in the basement level under the street. The total area of the property is 199 m<sup>2</sup>, and consists of the following floors:

- basement: area 40 m<sup>2</sup> + storage located under the surface of the street 11 m<sup>2</sup>;
- ground floor: area of 40 m<sup>2</sup>;
- first floor: area of 29 m<sup>2</sup>;
- second floor: area of 28 m<sup>2</sup>;
- third floor: area of 28 m<sup>2</sup>;
- attic: area of 23 m<sup>2</sup>.

## Functional organization of the future Creative Embassy

The current condition of the property, as well as its functional organization, does not correspond to the future purpose of the property. It is necessary to redesign the whole space and create a new organization of functional units, according to the future purpose of the property.

The new solution should offer a creative, innovative concept of the exhibition area, which will support different ways of presenting exhibits, as well as organizing public events, meetings, creative workshops, all for the purpose of presenting the culture of Serbia.

In addition to this basic purpose, it is necessary to design a workspace, which allows for modern access to the working environment. In this sense, the workspace should be adaptable, open, collaborative and contain a meeting room and show rooms, as well as an "open space", space with multiple work units and communal areas and amenities.

The visual identity of the "Serbia creates" Platform ([www.serbiacreates.rs](http://www.serbiacreates.rs)) is simple and multifunctional. It represents a clean and clear print in the modern type of letters. Additional design elements include an image frame that points to thinking outside of the box, and a separate "arrow" that symbolizes progress in the form of a movement upward.

Such a visual identity can be applied to the presentation of a large number of sectors, such as art, festivals, tourism, business, science and more. Through physical or digital use, it is further applied to a comprehensive range of individual initiatives: from movies to scientific patents, media and PR activities, and more.

The result is a comprehensive, flexible, easy to use and easily recognizable visual framework that allows communication of key creative and innovative attributes of Serbia. It can be used in a variety of forms of communication, whether it's outdoor advertising, television, exhibitions and events, social media or anything else.

Visual identity is dynamic but clear, clean, simple, followed by pastel colors only. The tone is always quiet and cannot have or insinuate anything aggressive.

Therefore, the space of the Cultural Center must reflect this tone and the mission of the platform - non-aggressive, elegant, with context, creative, focused on creators and innovators - individuals, clear, soothing.

The cultural center should be a beautiful, bright, pleasant, inspiring space that is not crowded and that breathes, where exhibitions, small assemblies, presentations but also meetings can be held. Also, in the "co-working" part it is envisaged that our people who are currently in London may come here to work. At the top floor, there should be a workspace for up to three people involved in the management and implementation of the Cultural Center program.

In accordance with the basic purpose of the Creative Embassy, the following functional organization of the floors is proposed:

- **Basement:**
  - kitchenette for organizing various public events within the exhibition and workspace,
  - Toilet,
  - warehouse;
- **Ground floor and 1st floor:** - exhibition and multifunctional space (for receptions, events), with various flexible presentation possibilities within the interior;

- **2nd floor:** - meeting and presentation room;
- **3rd floor and attic:** - adaptable workspace with several work units (modern co-working space), kitchenette and toilets within it.

## **Phases of preparation and content of the technical documentation**

### **Phase 1 – Drawing of the existing situation**

Designer shall come on site and draw the existing situation (measures and takes other information relevant for the development of the Architecture design concept of the property), in order to draw the existing situation plan, i.e. to prepare accurate basis for further work;

### **Phase 2 – Creation of a design concept for the Creative Embassy**

This phase includes consultation with the Contracting Authority and selection of the best design concept, which will be the subject of further development of the Architecture design concept;

### **Phase 3 – Further development of the Architecture design concept and further harmonization of details**

The graphic documentation of the Architecture design concept includes:

- Floor plans of all levels with functional organization of space and disposition of new partition walls, vertical communications, equipment and furniture, in an appropriate proportion;
- Significant cross-sections, in an appropriate proportion;
- Floor plans with the disposition of lighting elements, in an appropriate proportion;
- Floor plan with alarm system and video surveillance dispositions;
- Ceiling plans, in an appropriate proportion;
- Floor plans with the disposition of flooring elements (parquet, ceramics, etc.), in an appropriate proportion;
- Proposal or design of furniture, lighting (depending on the design concept), selection of flooring materials, finishing of walls, ceilings, possible curtains, carpets, etc;
- Design of the accompanying exhibition mobiliary and various possibilities of presentation in the exhibition part;
- Proposal for the reconstruction of the facade, in accordance with the requirements of the competent institutions for the protection of the heritage of the city of London.

The technical documentation of the Architecture design concept should also include:

- Technical description of the existing situation;
- Technical description of the newly designed space through the presentation of design, purpose and materialization of space;

- Technical description of planned constructive works; and
- Technical description of planned installation works with the necessary capacities (electrical installations, water supply and sewerage installations, telecommunication and signal installations as well as mechanical installations).

#### **4. Phase - Visualization and Presentation of the Architecture design concept**

Elaboration of 3D model and animation that will cover all levels of the property and clearly present the basic idea of the interior design of the Cultural Embassy property.

##### **Obligations of the Contractor**

- The Architecture design concept of the Creative Embassy shall be made completely in accordance with the conditions received from all the competent authorities of the city, for the property at the address 7 Dering Street in London which is the subject of work;
- The Architecture design concept and all constructive interventions on the property shall be in accordance with the possible static conditions of the building;
- The Contractor shall hand over the Architecture design concept to the Contracting Authority in 4 copies (hard copy + DVD) both in the Serbian and English language.

##### **Obligations of the Contracting Authority**

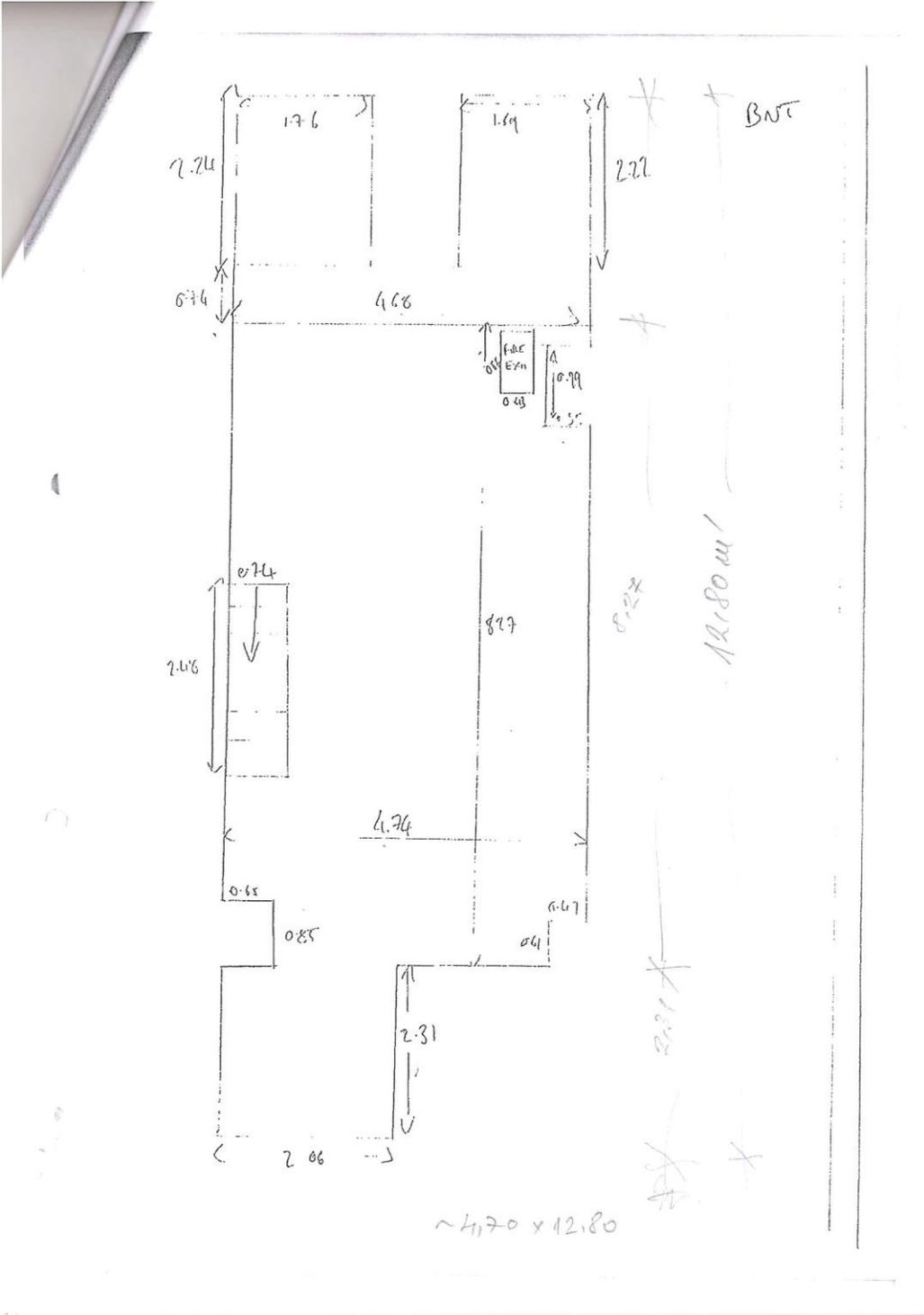
The Contracting Authority shall, in order to determine the purpose of the property at 7 Dering Street in London, intended for the Creative Embassy, obtain all the necessary requirements of the competent authorities of the city, on the basis of which the Contractor will base his work. Only after obtaining these requirements will the Contractor be able to start the 2nd Phase of the work.

The Contracting Authority shall, as it does not possess anything else, enclose rough sketches of the levels in the building, with the dimensions included, so that the Contractor may get a basic idea of the form of the property.

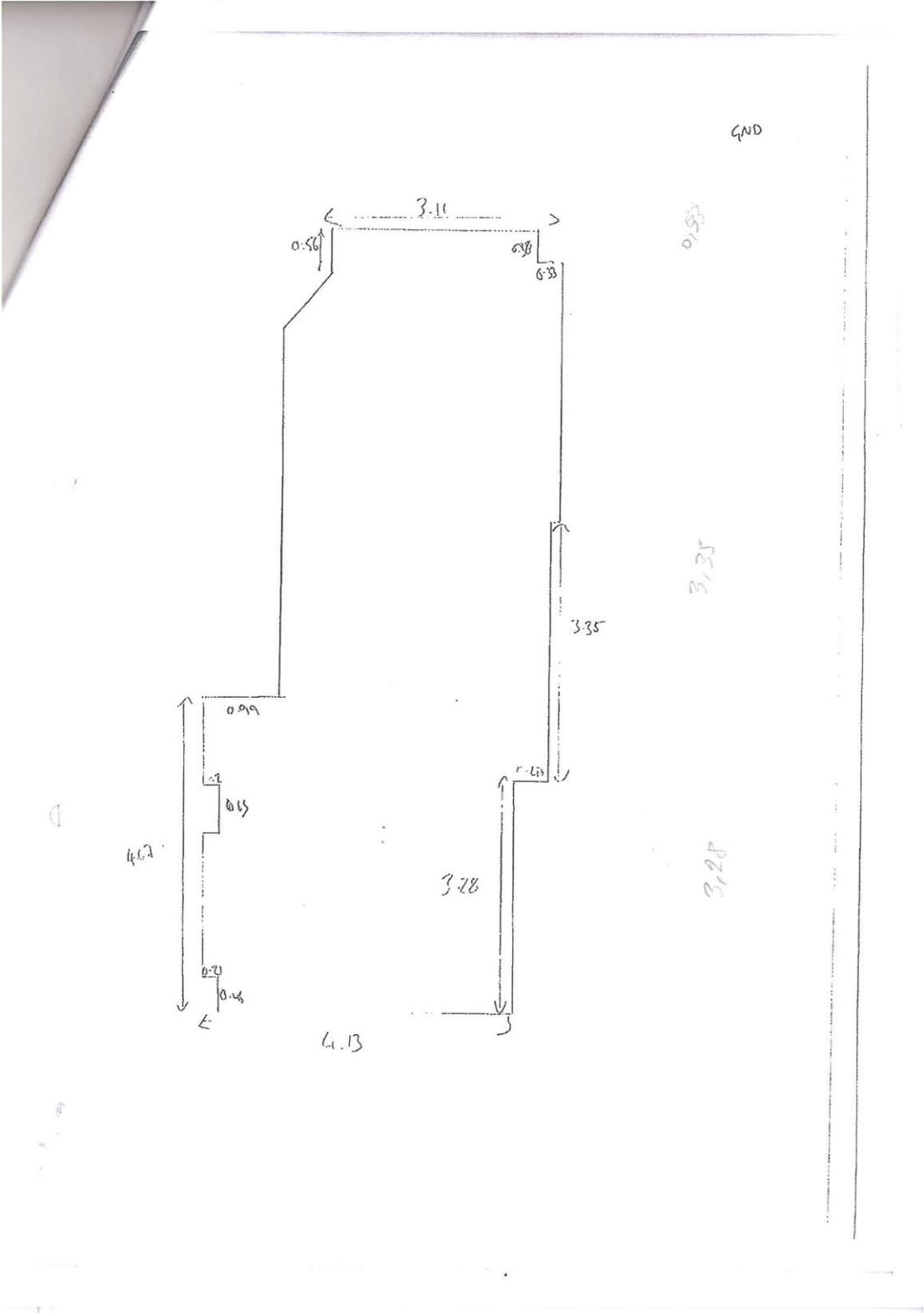
##### **The dynamics of work realization by the Contractor**

- 1 Drawing of an existing situation ..... 1 week
- 2 Development of Architecture design concept ..... 2 weeks
- 3 Further development of the Architecture design concept  
and further harmonization of details .....3 weeks
- 4 Visualization and presentation of the Architecture design concept ..... 2 weeks
- 5 Project translation into Serbian or English language ..... 1 week

The maximum deadline for the development of the Architecture design concept is 9 weeks.



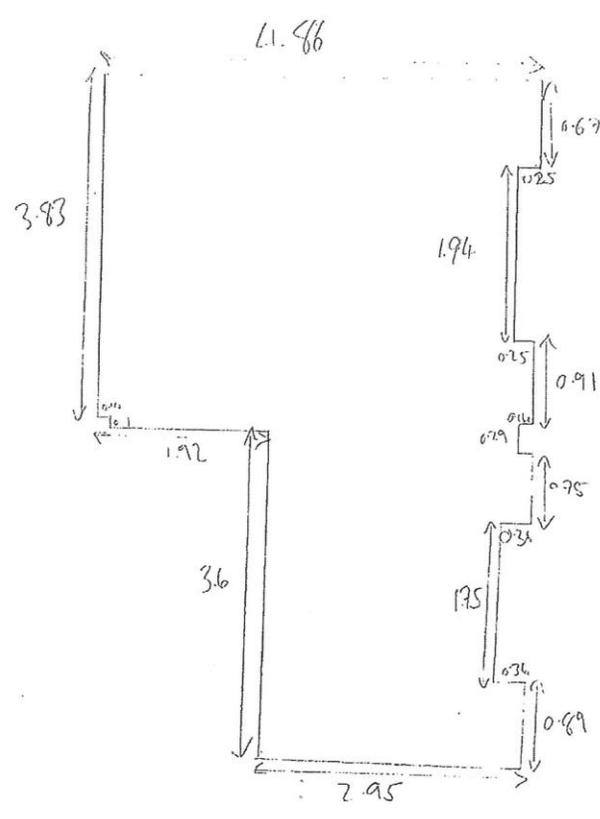
**Basement floor plan**



Ground floor plan



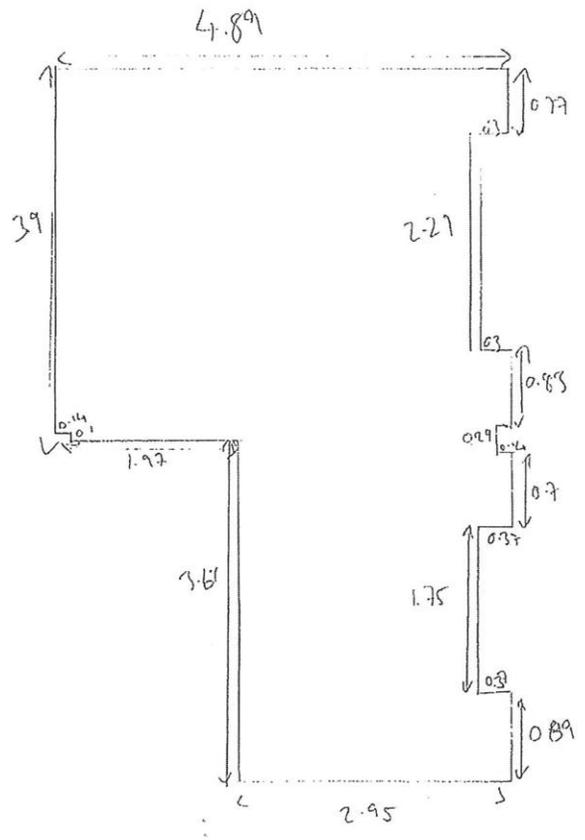
2



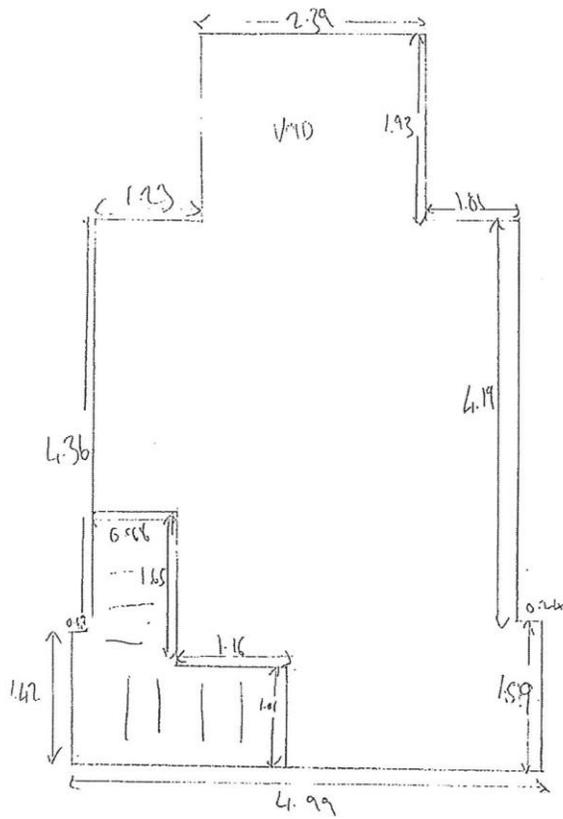
Second floor plan



3



Third floor plan



4

Attic floor plan

### **3. INSTRUCTIONS TO BIDDERS ON HOW TO PREPARE THE BID**

#### **3.1 Language of the bid**

The bid shall be drawn up in Serbian or English.

#### **3.2 Special requirements of the Contracting Authority concerning the form of the bid**

Forms and declarations required for tender documents, or the information that must constitute an integral part thereof, shall be completed by the Bidder clearly so as to enable identification of the real content of the bid, which shall be signed and the official seal affixed by the person authorized by the Bidder.

The bid has to be clear and unambiguous.

The Bidder shall deliver the bid in writing.

The bid shall be prepared by the Bidder by filling in the required information in the forms that constitute an integral part of the tender documents.

If the bid contains corrections, they shall be initialed and affixed the Bidder's seal. The bid shall be clear and unambiguous, accompanied by all annexes forming an integral part of the documentation.

It is advisable that all bidding documents be tied up together with a tape and sealed in order to prevent subsequent insertion, removal or replacement of individual sheets of paper or annexes without causing visible damage to the sheets or the seal.

#### **3.3 Bids with variations are not allowed**

All Bidders shall submit bids for procurement in whole, and bids with variations shall not be allowed.

The Contracting Authority reserves the right to withdraw from the selection process:

- if it is determined that none of the bids fulfill the requirements of the tender documents;
- if the amount of available funds is changed by the revision of the budget plan;
- due to Force Majeure or other valid reasons.

#### **3.4 The tour of the property, additional information and explanations**

In order to get acquainted in more detail with the subject of the procurement, works and overall works to be undertaken, it is advisable that an authorized person of a potential Bidder visit the site before submitting a bid, subject to prior notification, by telephone, to the Embassy of the Republic of Serbia in London, telephone +44 207 235 9049 or by e-mail: [embassy.london@mfa.rs](mailto:embassy.london@mfa.rs)

An interested person may request additional information or clarification by e-mail to [embassy.london@mfa.rs](mailto:embassy.london@mfa.rs) regarding bid preparation, not later than three (3) days before the deadline for submission of bids. The Contracting Authority shall, within two (2) days of receipt of the request, send a reply in writing and at the same time publish the information on its website.

Requesting additional information and clarification by telephone is not allowed.

### **3.5. Manner of bid submission**

The Bidder may submit a bid independently, with a subcontractor or as a group of Bidders (joint bidding).

The Bidder who has submitted an independent bid cannot simultaneously participate in joint bidding or as a subcontractor and *vice versa*. The Bidder shall state in the bidding form the manner of bid submission, i.e. whether the bid is submitted independently, or as a joint bid or as a bid with a subcontractor.

- **Bid with a subcontractor**

If the Bidder submits a bid with a subcontractor, the Bidder shall indicate in the bid that the procurement shall be partially entrusted to a subcontractor and quote the percentage of the total procurement value to be entrusted to the subcontractor, indicating which part of the subject of procurement will be executed through the subcontractor.

The total value of procurement the Bidder has entrusted to the subcontractor shall not exceed 50%.

The Bidder shall submit evidence that the subcontractors meet the requirements listed in the Instructions to prove the fulfillment of the requirements.

The Bidder shall grant the Contracting Authority, at his request, access to the subcontractor in order to determine whether the requirements have been met.

- **Bid submitted by a group of Bidders (joint bidding)**

An integral part of such joint bid shall be an agreement whereby the above Bidders mutually agree and with the Contracting Authority to execute the procurement. That agreement will have to contain the information on:

- 1) the member of the Bidder group who shall be the main contractor, i.e. who will submit the bid and represent the said Bidder group before the Contracting Authority;
- 2) the Bidder who will sign the contract on behalf of the Bidder group;
- 3) the Bidder who will provide a collateral on behalf of the Bidder group;
- 4) the Bidder who will issue a bill;
- 5) the account into which the payment will be made;
- 6) the responsibilities of each Bidder from the Bidder group for the contract execution.

A group of Bidders shall submit all required evidence listed in the Instructions to prove that the requirements have been met.

### **3.6 Confidential information in the bid**

Each page of the bid containing information confidential for the Bidder shall be marked as "CLASSIFIED" in the upper right corner.

Proofs of the fulfillment of the requirements, the rates and other information contained in the bid relevant to the application of criteria and ranking of the bid shall not be considered confidential.

The Contracting Authority shall keep as confidential all information on Bidders contained in the bid, specified as confidential by special regulations as well as designated as such by the Bidder in the bid.

The Contracting Authority shall not disclose information which would imply breach of the confidentiality of information contained in the bid.

All names of interested persons, Bidders and the information on the submitted bids until the date of opening of bids shall be treated as a business secret by the Contracting Authority.

### **3.7 Rights of the Bidders upon opening the bid**

The Contracting Authority may request additional clarification, control and authorized corrections from the Bidder upon submission of the bid and perform control with the Bidder.

### **3.8 Means of financial collateral**

The Bidder with whom the contract is concluded shall submit the financial collateral for the performance of the transaction (bills of exchange, bank guarantee, check or other) no later than within 5 days from the date of conclusion, authorizing the Contracting Authority to unconditionally and irrevocably, without protests and expenses, initiate payment out-of-court in the amount up to 10% of the contract value without VAT, with a validity period of 30 days longer than the agreed deadline. If during the contract period the contractual period is changed, the Bidder shall extend the validity period of the financial collateral for the good performance of the transaction. The Contracting Authority will cash in the financial collateral for the good performance of the work if the Bidder fails to perform his contractual obligations in the deadlines in the manner stipulated by the contract.

In the event that the Bidder has requested an advance payment, he shall, within a period of five days from the date of the conclusion of the contract, submit the financial collateral for repayment of the advance payment (bill of exchange, bank guarantee, check or other), authorizing the Contracting Authority to unconditionally and irrevocably, without protest and expenses, initiate payment out-of-court in the amount of paid advance payment with VAT (maximum 30%), with a validity period of 30 days longer than the agreed deadline. If during the contract period the contractual period is changed, the Bidder shall extend the validity period of the financial collateral for the repayment of the advance payment. The Contracting Authority shall cash in the financial collateral for the repayment of advance payment, if the Bidder does not justify the received advance payment in the deadlines and in the manner stipulated by the contract.

### **3.9 Reasons for rejecting a bid**

Only properly and timely submitted bids which fulfill all the requirements set forth in the tender documents shall be considered.

Incomplete bids shall not be considered any further and shall be rejected.

Untimely submitted bids will not be considered. They shall be returned to the sender unopened.

### **3.10 Best bid awarding criterion**

Decision on awarding the contract on the procurement of works shall be made by applying the “the lowest-price” criterion, upon the fulfillment of all the requirements and terms and conditions of the Contracting Authority, specified in the Tender Documents.

### **3.11 Currency and manner of stating and expressing rates in the bid**

The values contained in the Tender Documents and rates in the bid shall be expressed in pound sterling (GBP), VAT included and VAT excluded.

The rate in the bid includes: costs of the development of the Architecture design concept and all other costs necessary for the realization of the subject of the contract.

The Contracting Authority shall bare no travel and accommodation costs of the bidder whose seat is outside London, made for the reason of visiting the property during the realization of the subject of the contract.

The rate shall be fixed and non-negotiable.

### **3.12 Amendments to the tender documents**

If the Bidder amends the Tender Documents within the bid submitting period, the Contracting Authority shall immediately and free of charge publish these amendments on its webpage.

All amendments shall constitute an integral part of the Tender Documents.

### **3.13 Suspension of the procurement procedure**

The Contracting Authority reserves the right to suspend the procurement procedure on the basis of objective and verifiable reasons which could not have been foreseen at the time of the commencement of the procedure and which obstruct the completion of the ongoing procedure, or on account of which the Contracting Authority is no longer in need of procurement of the service, for which the procedure will not be repeated within the same budget year.

### **3.14 Signing of the contract**

The selected Bidder, upon receipt of the Contract Award Decision, will be invited to enter into the conclusion of the contract.

If the selected bidder does not respond to the contracting authority's call for conclusion of the contract, the contracting authority may conclude a contract with the first next best bidder.

## **4. REQUIREMENTS FOR PARTICIPATING IN THE PROCUREMENT PROCEDURE AND INSTRUCTIONS ON HOW TO PROVE THE FULFILLMENT OF THE REQUIREMENTS**

### **4.1. Requirements and instructions on how to prove the fulfillment of these requirements**

#### **The Bidder shall provide:**

- 1) Evidence that the Bidder is registered with the competent authority, i.e. entered in the relevant register or registered in a court of law of a country of the Bidder's seat.
- 2) Evidence that the Bidder has not been prohibited from performing professional work at the time of publishing the invitation to bid.
- 3) Evidence that the Bidder has paid due taxes, contributions and other public levies in accordance with the regulations of the country where the seat is located.
- 4) Evidence that the Bidder has the necessary business capacity – that he executed the same or similar works, during the last three years, valued at least 20,400.00 GBP excluded VAT.

**Evidence:** The Bidder proves the fulfillment of all the requirements by submitting a declaration confirming by material and criminal responsibility that he fulfils the requirements for participating in the procurement procedure defined in the tender documentation under item 4.1.

If a bid is submitted by a group of bidders, the declaration must be completed and signed by the authorized person of each of the bidders from the group of bidders and verified with the seal (form 5.2 in part 5 of the tender documentation). The requirement listed under number 4, the members of the group of bidders can fill together.

If the bidder submits a bid with the subcontractor, the bidder shall submit a declaration in the bid signed by the authorized person of the subcontractor and verified by seal (form 5.3 in part 5 of the tender documentation).

Before issuing a contract award decision, the Contracting Authority may request from the bidder whose offer is considered to be the most favorable one to provide the original or certified copy of all or some evidence of the fulfillment of the requirements.

## **5. FORMS AND DECLARATIONS**

## 5.1 BID FORM

**Bid No.** ..... of ..... for the procurement of services,

Development of the Architecture design concept of the property at the address  
7 Dering Street, London

<b>General Information on the Bidder</b>	
Name of the Bidder	
Address	
Contact person	
TIN	
E-mail	
Phone number	
Fax number	
Bank account number and name of the bank	
Person authorized to sign contracts	

**I hereby submit a bid:**

Circle either a), b), or c) and fill in information requested in b) or c)

**a) individually**

**b) with a subcontractor**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

(Specify names and seats of all subcontractors)

**c) jointly**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

(Specify names and seats of all participants in a joint bid)

**3) Offered fee for the execution of works is**

\_\_\_\_\_ (in letters \_\_\_\_\_) GBP excluding VAT

\_\_\_\_\_ (in letters \_\_\_\_\_) GBP including VAT

**4) The advance payment is:**

\_\_\_\_\_ % of the contract value, i.e. \_\_\_\_\_ (in letters \_\_\_\_\_) GBP  
excluding VAT or

\_\_\_\_\_ (in letters \_\_\_\_\_) GBP including VAT.

(to be filled in by the bidder only if the bidder requires the advance payment. Maximum advance payment cannot exceed 30% of the offer value)

**5) End of work deadline is**

\_\_\_\_\_ days from the signing of the contract.

(not longer than the deadline planned in the Technical Documentation/Project task).

**6) Bid validity period is:**

\_\_\_\_\_ (in letters: \_\_\_\_\_) days from the date of bids opening.

(Not less than 60 days from the date of bids opening)

Date:

Place:

\_\_\_\_\_

L.S.

Signed by Bidder's  
authorized person

\_\_\_\_\_

**Note:** The Bidder shall complete, certify (stamp) and sign the Bidding Form to confirm the accuracy of data specified therein.

If the Bidders submit a joint bid, a group of Bidders may choose to complete, certify (stamp), and sign the Bidding Form or the group of Bidders may designate one Bidder from the group to complete, certify (stamp) and sign the Bidding Form.

## 5.2 FORM OF THE BIDDER'S DECLARATION ON THE FULFILLMENT OF REQUIREMENTS (POINT 4.1 OF THE TENDER DOCUMENTS)

for the procurement of services – Development of the Architecture design concept of the property at 7 Dering Street, London.

Bidder's representative \_\_\_\_\_, with a seat at \_\_\_\_\_ by material and criminal responsibility, gives the following

### DECLARATION

I confirm that I fulfill the following requirements defined in the Tender documents for the procurement in subject, as follows:

- 1) the Bidder is registered with the competent authority, i.e. registered in the appropriate register or registered in the court of the country in which he has a seat;
- 2) the Bidder has not been imposed a ban on the performance of the activity in force at the time of the announcement of the invitation to bid
- 3) the Bidder has settled the due taxes, contributions and other public duties in accordance with the regulations of the country in which he has a seat;
- 4) the Bidder has the necessary business capacity - in the period of the previous three years, he has provided services that are the same or similar to the services that are the subject of procurement in a total value of at least 20.400,00 GBP excluding the calculated VAT.

Date:

Place:

\_\_\_\_\_

L.S.

Signed by Bidder's  
authorized person

\_\_\_\_\_

**Note:** If a bid is submitted by a group of bidders, the Declaration must be signed by the authorized person of each of the bidders from the group of bidders and verified by the seal. Copy the declaration in the number of copies of the members of the bidding group and submit it to each member of the group of bidders.

The members of the group of bidders can fill in the requirement defined under number 4 together.

**5.3. FORM OF THE SUBCONTRACTOR'S DECLARATION ON THE FULFILLMENT OF REQUIREMENTS (POINT 4.1 OF THE TENDER DOCUMENTS, the requirements under numbers 1-3)**

for the procurement of services – Development of the Architecture design concept of the property at 7 Dering Street, London.

Bidder's representative \_\_\_\_\_, with a seat at \_\_\_\_\_ by material and criminal responsibility, gives the following

**DECLARATION**

I confirm that I fulfill the following requirements defined in the Tender documents for the procurement in subject, as follows:

- 1) the subcontractor is registered with the competent authority, i.e. registered in the appropriate register or registered in the court of the country in which he has a seat;
- 2) the subcontractor has not been imposed a ban on the performance of the activity in force at the time of the announcement of the invitation to bid
- 3) the subcontractor has settled the due taxes, contributions and other public duties in accordance with the regulations of the country in which he has a seat;

Date:

Place:

\_\_\_\_\_

L.S.

Signed by Subcontractor's  
authorized person

\_\_\_\_\_

**Note:** If a bidder submits a bid with a subcontractor, the Declaration must be signed by the authorized person of the subcontractor and verified by the seal. Copy the declaration in as many copies as the subcontractors.

**4.4 DECLARATION ON CONFIDENTIALITY**

**I DECLARE**, taking criminal and material responsibility, that I will keep all information from unauthorized use and disclosure as a business secret, particularly in the part relating to information on the layout of premises, installations and other elements that may be abused in a security sense, during the realization of the Contract on the services related to the development of the Architecture design concept at 7 Dering Street, London.

Date:

Place:

\_\_\_\_\_

L.S.

Signed by Bidder's  
authorized person

\_\_\_\_\_

## 6. MODEL CONTRACT

### for the development of architecture design concept of the property at 7 Dering Street, London

Signed between

1. **The Embassy of the Republic of Serbia in London, 28 Belgrave Square, London SW1X 8QB, United Kingdom**, represented by Ambassador Aleksandra Joksimović (hereinafter referred to as the Contracting Authority)

and

2. The company \_\_\_\_\_ at the address \_\_\_\_\_  
TIN \_\_\_\_\_, represented by \_\_\_\_\_  
Managing Director \_\_\_\_\_ (hereinafter referred to as the Contractor),

- With subcontractor \_\_\_\_\_ at the address \_\_\_\_\_  
TIN \_\_\_\_\_, represented by \_\_\_\_\_  
Managing Director

- With members of a group of bidders:  
\_\_\_\_\_, at the address \_\_\_\_\_  
TIN \_\_\_\_\_, represented by \_\_\_\_\_  
Managing Director

and

- \_\_\_\_\_, at the address \_\_\_\_\_  
TIN \_\_\_\_\_, represented by \_\_\_\_\_  
Managing Director

The Contracting Parties hereby state that:

- the procurement procedure of low-value work has been carried out for the purpose of the development of Architecture design concept of the property at 7 Dering Street, London, pursuant to the Directive on Procurement in the Diplomatic and Consular Missions of the Republic of Serbia No.716/GS of 20 May 2013 and the Instruction on the Manner of Procurement Execution in the Diplomatic and Consular Missions of the Republic of Serbia No.716-2 /GS of 3 July 2013;
- the Contractor submitted (an independent bid/ joint bid/a bid with the Subcontractor), **(as applicable from the Bid)** Bid No.----- of ----- 2019, **(to be completed by the Contractor)**, which fully corresponds to the technical documentation/Project task

from the Tender Documents, enclosed as an Annex to the Contract, constituting an integral part thereof;

- The Contracting Authority chose the Contractor for the performance of works, pursuant to Contract Award Decision No. -----of ----- 2019 (**to be completed by the Contracting Authority**), and the Bid of the Contractor No.----- of ----- 2019 (**to be completed by the Contractor**);
- The Contracting Authority made Contract Award Decision No. .... of .....2019, by applying the economically best bid criterion, thus opting for the Contractor's Bid as the most favorable one.

## **SUBJECT OF THE CONTRACT**

### **Article 1**

The subject of the present Contract is to regulate mutual rights and obligations regarding the development of Architecture design concept of the property at 7 Dering Street, London, for the needs of the Contracting Authority, according to the Technical specifications – Project task of the Contracting Authority and Contractor's Bid.

The Contractor shall provide service referred to in paragraph 1 of this Article, and the Contracting Authority shall pay to the Contractor the agreed price for it.

## **FEE AND TERMS OF PAYMENT**

### **Article 3**

The agreed fee is \_\_\_\_\_GBP excluding VAT, i.e. .... GBP including VAT.

The agreed fee shall be fixed and cannot be changed due to higher rates for the elements on the basis whereof it was determined.

The agreed fee includes the cost of the development of architecture design concept and all other costs required to complete the subject of the contract.

Either Contracting Party has the right to request changes in the agreed fee in case of occurrence of changed circumstances, or unplanned events that affect the fee.

### **Article 4**

Payments shall be made by the Contracting Authority, in the following manner:

- Advance payment (up to 30% of the total agreed value) amounting to .....% of the contract value, i.e. ....(in letters.....) in GBP

including VAT, within 15 days from the date of receiving the advance billing of costs, and after collateral for refund of the advance payment has been filed (if an advance payment was requested);

- The remainder of the agreed fee shall be paid within 15 to 45 days from the date of the official handover of the Architecture design concept, which fully meets the requirements specified in the Project task of the Contracting Authority, and on the basis of the bill issued.

The Contracting Authority shall pay the agreed fees specified in Article 3 of this Contract to the account of the Contractor No....., held at the Bank.....

## **GUARANTEED FINANCIAL RESOURCES**

### **Article 5**

The Contractor shall submit to the Contracting Authority, within 5 days from the date of signing the contract, the guaranteed financial resources for the successful completion of project (bill of exchange, bank guarantees, checks or other) which authorizes the Contracting Authority to unconditionally and irrevocably, without protest and expenses, initiate the payment out-of-court in the amount of 10% of the value of the contract VAT excluded, with a validity period of 30 days longer than the agreed deadline. If during the contract period, the contractual period is changed, the Contractor shall extend the validity period of the guaranteed financial resources for the successful completion of the project. The Contracting Authority shall cash out the guaranteed financial resources for the successful completion of the project if the Contractor fails to perform his contractual obligations in the deadlines in the manner stipulated by the contract.

In case that the Contractor has requested an advance payment, he shall, within a period of five days from the date of signing the contract, submit the guaranteed financial resources for repayment of advance payment (bill of exchange, bank guarantee, check or other), which authorizes the Contracting Authority to unconditionally and irrevocably, without protest and expenses, initiate the payment out-of-court in the amount of paid advance payment VAT included (maximum 30%), with a validity period of 30 days longer than the agreed deadline. If during the contract period, the contractual period is changes, the Contractor shall extend the validity period of the guaranteed financial resources for the repayment of the advance payment. The Contracting Authority shall cash in the guaranteed financial resources for repayment of the advance payment if the Contractor does not justify the received advance payment in the deadlines and in the manner stipulated by the contract.

## **DEADLINES**

### **Article 6**

The Contractor shall develop and submit to the Contracting Authority the Architecture design concept in 4 copies (hard copy + DVD) both in Serbian and English, within \_\_\_\_\_ days from the signing of the contract (deadline cannot be longer than the deadline provided in the Technical Specification / Project Task).

The handover of the Architecture design concept will be recorded in the Minutes, signed by the Authorized person of the Contracting Authority and the Contractor.

## **REMOVING THE DEFAULTS**

### **Article 7**

The Contracting Authority shall immediately notify the Designer in writing about the noticed defects in the Architectural design concept, which represent a deviation from the requirements by the Contracting Authority, as well as a deviation from the regulations and standards related to this type of documentation.

The designer shall act upon the remarks of the Contracting Authority and remedy the identified defects, within a maximum of eight working days from receipt of the remarks.

If the Designer does not correct the defects within the deadline referred to in paragraph 2 of this Article, the Contracting Authority shall have the right to terminate the contract and collect the guaranteed financial resources for the successful completion of the project, as well as the compensation of damages.

## **CONFIDENTIALITY**

### **Article 8**

The Contractor shall keep business secrets of the Contracting Authority.

The Contractor shall, within his activities, care about the reputation of the Contracting Authority and his activities.

## **ANNEXES TO THE CONTRACT**

### **Article 9**

This Contract shall include the following integral parts:

- Annex 1, Bid of the Contractor number \_\_\_\_\_ of \_\_\_\_\_ 2019, filed with the Contracting Authority under number \_\_\_\_\_ of \_\_\_\_\_ 2019;

- Annex 2, Technical Documentation – Project task
- Annex 3, Declaration of Confidentiality;
- Annex 4, Agreement of the group of Contractors (in case of a Joint Bid).

## **TRANSITIONAL AND FINAL PROVISIONS**

### **Article 10**

Either Contracting Party may terminate the present Contract before the expiry of its validity period referred to in Article 6 of the Contract by informing the other Party thereof, in writing.

The Contract shall be terminated within 30 days of receipt of the written notice.

Either Contracting Party shall be entitled to terminate the present Contract in case the other Contracting Party fails to meet the contractual obligations.

### **Article 11**

Having in mind that the Contracting Parties are entering the present Contract with mutual trust and respect, they stress that they shall execute it in whole, by adhering to the principles of faithful compliance and due diligence.

All aspects not regulated under the present Contract shall be subject to the provisions of the Law of Obligations, Law on Planning and Construction and Special Rules on Construction.

The present Contract shall be applied and interpreted exclusively according to the regulations of the Republic of Serbia.

The Contracting Parties shall settle any disputes that might arise between them concerning or in relation to the present Contract amicably and in agreement.

Should an amicable and extra-judicial settlement be impossible to reach, the Contracting Parties shall agree and confirm by their signatures that the settlement of the dispute shall be entrusted to the Commercial Court in Belgrade.

### **Article 12**

The Contracting Parties jointly declare that they have read and understood the present Contract and that they sign it with no reservations as a sign of their freely expressed will.

The present Contract shall come into force on the date of its signature by the authorized representatives of the Contracting Parties.

### **Article 13**

The present Contract has been drawn up in 6 (six) identical copies, of which 3 (three) shall be reserved for each Contracting Party.

FOR THE CONTRACTOR

FOR THE CONTRACTING AUTHORITY

Managing Director

Ambassador

**Note:** The model of the contract must be filled in, stamped and signed by the bidder, confirming that he agrees with its content.

If a bid is submitted by a group of bidders as a joint bid, the Model of the contract should be stamped and signed by all members of the group of bidders.