**TENDER DOCUMENTATION MODEL**

**OPEN PROCEDURE**

 **Public procurement of goods - Passenger vehicles through operating leasing,**

**formed in two lots**

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1. ***GENERAL INFORMATION ON THE SUBJECT MATTER OF PROCUREMENT***

**Subject matter of public procurement:** Procurement of goods - passenger vehicles through operating leasing,

**Description:** The subject matter of public procurement is formed in two lots:

Lot 1 - passenger motor vehicles

Lot 2 - electric passenger vehicles

Public procurement conducted for the purpose of concluding a contract on public procurement of goods, for a period of 48 months

**Other notes**: *(enter any other remarks relevant to the subject of public procurement, for example: information on possible options and possible contract extensions (Article 30, paragraph 1 in conjunction with Article 156 of the PPL), information on conducting reserved public procurement (Article 37 of the PPL), that an e-auction will be conducted (Articles 71-73 and Annex 5 of the PPL), information on the address and time of site visit, deadline for making a decision on contract award if longer than prescribed by the PPL (Article 146, paragraph 3 of the PPL), etc.)*

**2.TYPE, TECHNICAL CHARACTERISTICS (SPECIFICATIONS), QUALITY,**

**QUANTITY AND DESCRIPTION OF GOODS, METHOD OF CONTROL AND QUALITY ASSURANCE, DELIVERY TIME, PLACE OF DELIVERY, POSSIBLE ADDITIONAL SERVICES, ETC.**

**LOT 1: Passenger motor vehicles**

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name of goods** | **Unit of measurement** | **Quantity** |
| 1. | Passenger motor vehicle | piece  | \_\_\_\_\_\_\_\_\_\_ |

**Technical characteristics**

|  |  |  |
| --- | --- | --- |
| **No.** | **Characteristics** | **Description** |
| **1.** | Vehicle type | passenger |
| **2.** | Type of fuel | petroleum |
| **3.** | Drive | front traction  |
| **4.** | Working volume of engine | up to 1200 cmm |
| **5.** | Engine power | minimum 60 kW |
| **6.** | Clutch | manual min 5 + 1 or automatic |
| **7.** | Engine generation | EURO 6 |
| **8.** | Number of doors | 5 |
| **9.** | Number of seats | 5 |
| **10.** | Wheelbase | minimum 2450 mm |
| **11.** | Vehicle length  | minimum 4000 mm |
| **12.** | Vehicle height | up to 1475 mm |
| **14.** | Trunk volume | minimum 285 l |
| **15.** | Colour | metallic |
| **16.** | Year of manufacture | not older than 2020 make |

**Minimum mandatory equipment:**

1. Aluminium wheels
2. Airbag for driver and co-driver
3. Front side airbags
4. Side airbags for the rear bench
5. Electronic vehicle stability control system
6. Height and depth adjustable power steering
7. ABS anti-lock brake system
8. AC
9. Central locking with remote control
10. Electric front and rear windows
11. Laptop
12. Day lights
13. Height-adjustable light beam
14. Front fog lights
15. Start/stop system
16. Cruise control
17. Central locking with remote control
18. Audio system
19. Front armrest
20. Split and folding rear seat backrest
21. USB
22. Spare tyre
23. Mats

**LOT 2: Electric passenger vehicles**

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name of goods** | **Unit of measurement** | **Quantity** |
| 1. | Electric passenger vehicle | piece  | \_\_\_\_\_\_\_\_\_\_ |

**Technical characteristics**

|  |  |  |
| --- | --- | --- |
| **No.** | **Characteristics** | **Description** |
| **1.** | Vehicle type | passenger |
| **2.** | Type of drive  | electrical |
| **3.** | Battery capacity | minimum 35,5 kWh  |
| **5.** | Electric motor power | minimum 100 kW |
| **6.** | Single charge range (radius) | minimum 170 kW |
| **7.** | Number of doors | minimum 4 |
| **8.** | Number of seats | 5 |
| **9.** | Wheelbase | minimum 2655 mm |
| **10.** | Vehicle length  | minimum 4261 mm |
| **11.** | Vehicle height | up to 1820 mm |
| **12.** | Year of manufacture | not older than 2020 make |
| **13.** | Colour | metallic |

**Minimum mandatory equipment:**

1. Aluminium wheels
2. Airbag for driver and co-driver
3. Front side airbags
4. Side airbags for the rear bench
5. Electronic vehicle stability control system
6. Height and depth adjustable power steering
7. ABS anti-lock brake system
8. AC
9. Central locking with remote control
10. Electric front and rear windows
11. Laptop
12. Day lights
13. Height-adjustable light beam
14. Front fog lights
15. Start/stop system
16. Cruise control
17. Central locking with remote control
18. Audio system
19. Front armrest
20. Split and folding rear seat backrest
21. USB
22. Spare tyre
23. Mats

**Note:**

In addition to the listed equipment, all vehicles must have the necessary equipment prescribed by applicable regulations in the field of traffic safety: Law on Road Traffic Safety (“Official Gazette of the Republic of Serbia”, Nos. 41/2009, 53/2010, 101/2011, 32/2013 - US decision, 55/2014, 96/2015 - other law, 9/2016 - decision of the Constitutional Court, 24/2018, 41/2018, 41/2018 - other law, 87/2018, 23/2019 and 128/2020 - other law) and the Rulebook on the division of motor and trailer vehicles and technical conditions for vehicles in road traffic (“Official Gazette of the Republic of Serbia”, Nos. 40/2012, 102/2012, 19/2013, 41/2013, 102/2014, 41/2015, 78/2015, 111/2015, 14/2016, 108 / 2016, 7/2017 - correction, 63/2017, 45/2018, 70/2018, 95/2018, 104/2018 and 93/2019) as follows:

* safety triangle corresponding to uniform technical conditions;
* first aid equipment - first aid kit size "B" - which meets the standard SRPSZ.B2.001 −(“Official Gazette of the Republic of Serbia”, No. 6/2010);
* reflective vest that must meet the standard SRPS EN 471: 2010 (“Official Gazette of the Republic of Serbia”, No.− 3/2011);
* tow rope or lever;
* car crane;
* snow chains for drive wheels.

**SPECIFICATION OF OTHER SERVICES WHICH THE LESSOR IS OBLIGATED TO PROVIDE ON THE BASIS OF THE CONCLUDED VEHICLE LEASE CONTRACT**

**(FOR LOT 1 AND LOT 2);**

1. Leasing of vehicles at the location of the Lessor
2. Registration during contracted period
3. Roadside assistance 24/7/365 (in case of breakdown, accident, damaged tyres, lack of fuel, etc.), which includes the following services: towing vehicles in case of breakdown in the country and abroad, delivery of spare parts, return of repaired vehicles from abroad, return of defective or damaged vehicle from abroad, assistance in case of key loss, lack of fuel, inflated tires and assistance in solving other problems that lead to the inability to use the vehicle),
4. Insurance:
* compulsory car insurance for the entire contract period and
* full comprehensive insurance in case of damage and theft of vehicles (without participation in the damage for the first two damages in one insured year), including passenger insurance,
1. Vehicle maintenance in authorised services with original parts of the vehicle manufacturer:
* regular and extraordinary vehicle maintenance according to the manufacturer’s plan - regular and extraordinary services, emergency vehicle maintenance as needed,
* provision and maintenance of tyres (provision of 1 set of winter and 1 set of summer tyres, as well as replacement tyres; seasonal assembly and disassembly of tyres; balancing and adjustment of traps; repair of inflated tyres and storage of tires and snow chains),
1. Provision of a replacement vehicle - in case of impossibility to use the vehicle for a period longer than 24 hours. The replacement vehicle is used for a maximum of 7 working days (in case of failure), 10 working days (in case of breakdown) and 20 working days (in case of theft), per event, an unlimited number of times during the contracted period. The replacement vehicle must be made available no later than 2 (two) working days from the date of reporting the inability to use the vehicle. The replacement vehicle must have the same, for the class higher or for the class lower characteristics than the vehicle that is the subject of the lease, up to 3 years old, with a mileage of up to 100,000 km. In the event that the defect or breakdown of the vehicle is not eliminated, the supplier shall provide the vehicle (except in case of total damage or theft of the vehicle) on the first working day after the expiration of the maximum period of use of the replacement vehicle, which corresponds in everything to the subject vehicle that was leased according to technical characteristics, type, model and manufacturer. In the event of total damage or theft of the vehicle, the obligations of the contracting parties for the vehicle in question shall cease from the moment the damage or theft of the vehicle occurs.

# TOTAL PROJECTED MILEAGE, per vehicle, for a period of 48 months is 100,000 km.

In the Bid Form, the economic operator shall state the amount of compensation per kilometre, which the Lessor is obliged to reimburse in case of exceeding the total projected mileage for a period of 48 months and shall state the amount per kilometre that the Lessee is obliged to return to the Lessor in the case of mileage less than projected.

The calculation of less or more kilometres travelled in relation to the projected ones is done in the last month of the vehicle lease agreement, individually for all vehicles used by the Lessee on the basis of the lease.

If the deviation is up to 2,500 kilometres in relation to the total projected mileage, the fee for exceeding or refund is not calculated.

Refund for less mileage is made for a maximum of 10,000 less miles per vehicle, for the period of 48 months.

**NOTE:** Each contracting authority shall adapt the technical specification to its needs in accordance with Article 98-104 of the Law.

**3. CRITERIA FOR QUALITATIVE SELECTION OF THE ECONOMIC OPERATOR (GROUNDS FOR EXCLUSION AND CRITERIA FOR SELECTION OF THE ECONOMIC OPERATOR), WITH INSTRUCTIONS ON HOW TO PROVE THE FULFILMENT OF THESE CRITERIA**

**LOT 1 AND LOT 2**

***3.1 GROUNDS FOR EXCLUSION***

**3.1.1. Final verdict for one or more criminal offences**

**Legal basis:**

Article 111, paragraph 1, item 1) of the PPL-Contracting Authority is obliged to exclude an economic operator from the public procurement procedure if the economic operator does not prove that it and its legal representative in the previous five years from the deadline for submission of bids, i.e., applications is not convicted, unless no other period of ban on participation in the public procurement procedure has been determined, for:

(1) a criminal offence committed as a member of an organised criminal group and a criminal offense of association for the purpose of committing criminal offences;

(2) criminal offence of abuse of office of a responsible person, criminal offence of abuse in connection with public procurement, criminal offence of accepting bribes in performing economic activities, criminal offence of giving bribes in performing economic activities, criminal offence of abuse of official position, criminal offence of trading in influence, criminal offence bribing and the criminal offence of receiving bribe, the criminal offence of fraud, the criminal offence of unjustified obtaining and using credit and other benefits, the criminal offence of fraud in economic activities and the criminal offence of tax evasion, the criminal offence of terrorism, the criminal offence of public incitement to commit terrorist acts, the crime the act of recruiting and training for committing terrorist acts and the crime of terrorist association, the crime of money laundering, the crime of financing terrorism, the crime of trafficking in human beings and the crime of establishing slavery and transporting persons in slavery.

**Method of proving the fulfilment of the criteria:**

The economic operator is obliged to compile and submit an application through the Portal on the fulfilment of the criteria for qualitative selection of the economic operators, which confirms that there is no ground for exclusion.

Prior to making a decision in the public procurement procedure, the contracting authority is obliged to request from the bidder who submitted the most economically favourable bid to submit evidence of fulfilment of the criteria for qualitative selection of the economic entity.

It is considered that the economic operator that is entered in the register of bidders has no grounds for exclusion from Article 111, paragraph 1, item 1) of the Law on Public Procurements.

The absence of this ground for exclusion is proved by the following evidence:

Legal entities and entrepreneurs:

1. Certificate of the competent Basic Court in whose territory the seat of the domestic legal entity or entrepreneur is located, i.e., the seat of the representative office or branch of the foreign legal entity confirming that the bidder has not been convicted in the previous five years from the deadline for submission of bids, i.e., applications, that it has not been convicted by an enforceable decision, except if the final period of prohibition of participation in the public procurement procedure has not been determined by a final judgment, for the following criminal offences: criminal offence of tax evasion; the criminal act of fraud; the criminal act of unjustified obtaining and using credit and other benefits; criminal offence of abuse of official position; the criminal act of influence peddling; the crime of bribery; the criminal offense of trafficking in human beings (for forms referred to in Article 388, paragraphs 2, 3, 4, 6, 8 and 9 of the Criminal Code) and the criminal offence of establishing slavery and transporting persons in slavery (for forms referred to in Article 390, paragraph 1 and 2 of the Criminal Code).
2. Certificate of the competent High Court in whose territory the seat of the domestic legal entity or entrepreneur is located, i.e., the seat of the representative office or branch of the foreign legal entity confirming that the bidder has not been convicted in the previous five years from the deadline for submission of bids, i.e., applications, that it has not been convicted by an enforceable decision, except if the final period of prohibition of participation in the public procurement procedure has not been determined by a final judgment, for the following criminal offences: criminal offence of tax evasion; the criminal act of fraud; the criminal act of unjustified obtaining and using credit and other benefits; criminal offence of abuse of official position; if the value of the obtained property gain exceeds 1,500,000.00 dinars; criminal offence of trafficking in human beings (for forms referred to in Article 388, paragraphs 1, 5 and 7 of the Criminal Code); the criminal offence of establishing a slave relationship and transporting a person in a slave relationship if it was committed against a minor and the criminal offence of accepting bribes.

3) Certificate of the Special Department of the High Court in Belgrade for Organised Crime confirming that the legal entity or entrepreneur has not been convicted of any of the following criminal offences: criminal offences of organized crime; the criminal offense of association for the purpose of committing criminal offenses; criminal offense of abuse of official position, trading in influence, accepting bribes and giving bribes if the defendant or the person to whom the bribe is given is an official or responsible person performing a function based on election, appointment or appointment by the National Assembly, President, General Session of the Supreme Court of Cassation , The High Judicial Council or the State Prosecutors' Council; criminal offenses against the economy, if the value of property exceeds 200,000,000 dinars, or if the value of public procurement exceeds 800,000,000 dinars for: criminal offence of abuse in connection with public procurement, criminal offence of accepting bribes in performing economic activities, criminal offence of giving bribery in performing economic activity, criminal offense of fraud in performing economic activity, criminal offence of abuse of position of a responsible person, criminal offense of money laundering - if the property subject to money laundering originates from all the above criminal offences; the criminal offence of public incitement to commit terrorist acts; the criminal act of terrorist financing; the criminal act of terrorism; the criminal act of recruitment and training for terrorist acts and the crime of terrorist association.

4) Certificate of the Special Department of High Courts in Belgrade, Novi Sad, Niš and Kraljevo for the Suppression of Corruption, confirming that the legal entity or entrepreneur has not been convicted of any of the following criminal offences: bribery in the course of economic activity; the criminal offence of bribery in the performance of economic activity; the criminal offence of abuse in connection with public procurement; the criminal offence of fraud in the performance of economic activity; the criminal offence of abuse of the position of a responsible person and the criminal offence of money laundering.

Legal representatives and natural persons:

1) Excerpt from the criminal records, i.e., the certificate of the competent police administration of the Ministry of the Interior, which confirms that the legal representative or natural person has not been convicted of the following criminal offences:

1. a criminal offence committed as a member of an organised criminal group and a criminal offense of association for the purpose of committing criminal offences;
2. criminal offence of abuse of position of a responsible person, criminal offence of abuse in connection with public procurement, criminal offence of accepting bribes in performing economic activities, criminal offence of giving bribes in performing economic activities, criminal offence of abuse of official position, criminal offence of trading in influence, criminal offence of bribery and the crime of bribery; the criminal offence of fraud, the criminal offence of unjustified acquisition and use of credit and other benefits, the criminal offence of fraud in the performance of economic activity and the criminal offence of tax evasion; the criminal offence of terrorism, the criminal offence of public incitement to commit terrorist acts, the criminal offence of recruitment and training for the commission of terrorist acts and the criminal offence of terrorist association; the criminal act of money laundering, the criminal offence of terrorist financing; the criminal offence of trafficking in human beings and the criminal offence of establishing a slave relationship and transporting persons in a slave relationship.

The request can be submitted according to the place of birth or the place of residence of the legal representative or natural person. If the bidder has several legal representatives, the bidder is obliged to submit evidence for each of them.

The economic operator established in another state:

If the economic entity has its registered office in another state, the contracting authority shall accept the excerpt from the criminal record or other appropriate register or, if this is not possible, the relevant document of the competent judicial or administrative body in the state of the economic entity, i.e., in the state whose citizen he/she is. If the said evidence is not issued in the country in which the business operator is established, or in the country of which the person is a citizen, or if the evidence does not include all data regarding the lack of grounds for exclusion, the business entity may submit its written statement criminal and material liability, certified before a judicial or administrative body, notary public or other competent body of that state, in which it is stated that there are no stated grounds for exclusion of the economic entity.

**3.1.2. Taxes and contributions**

**Legal basis:**

Article 111, paragraph 1, item 2) of the PPL - the Contracting Authority shall exclude an economic operator from public procurement procedure if the economic operator does not prove that it has paid due taxes and contributions for compulsory social insurance or that it has been granted a deferral of debt payment by a binding agreement or resolution, in accordance with special regulation, including all accrued interest and fines.

**Method of proving the fulfilment of the criteria:**

The economic operator is obliged to compile and submit an application through the Portal on the fulfilment of the criteria for qualitative selection of the economic operators, which confirms that there is no ground for exclusion. Prior to making a decision in the public procurement procedure, the contracting authority is obliged to request from the bidder who submitted the most economically favourable bid to submit evidence of fulfilment of the criteria for qualitative selection of the economic entity. It is considered that the economic operator that is entered in the register of bidders has no grounds for exclusion from Article 111, paragraph 1, item 2) of the Law on Public Procurement. The absence of this ground for exclusion is proved by the following evidence: 1) confirmation by the competent tax authority that the bidder has paid due taxes and contributions for compulsory social insurance or that it has been granted a deferral of debt payment, including all accrued interest and fines, by a binding agreement or decision, in accordance with a special regulation. 2) confirmation by the competent tax authority of the local self-government body that the bidder has settled the due obligations of public revenues or that it has been granted a deferral of debt payment, including all accrued interest and fines, by a binding agreement or decision, in accordance with a special regulation. A legal entity that is in the process of privatisation, instead of the evidence referred to in items 1) and 2), shall enclose a certificate from the competent authority that it is in the process of privatisation.

If the economic entity has its registered office in another state as proof that there are no grounds for exclusion from Article 111, paragraph 1, item 2) of this Law, the contracting authority shall accept the certificate of the competent authority in the state of the economic entity's registered office.

If in the state in which the economic operator has its seat, i.e., in the state whose citizen he/she is, the evidence are not issued or if the evidence cover all data referred to in Article 111, paragraph 1, item 2) of the law, the economic operator may submit its written statement criminal and material liability, certified before a judicial or administrative body, notary public or other competent body of that state, in which it is stated that there are no stated grounds for exclusion of the economic operator.

**3.1.3. Obligations in the field of environmental protection, social and labour law**

**Legal basis:**

Article 111, paragraph 1, item 3) of the PPL - the Contracting Authority shall exclude an economic operator from public procurement procedure if it determines that the economic entity in the period of the previous two years from the expiration of the deadline for submission of bids, i.e., applications, violated obligations in the field of environmental protection, social and labour law, including collective agreements, and in particular the obligation to pay contracted wages or other mandatory payments, including obligations in accordance with the provisions of international conventions listed in Annex 8 of the Law on Public Procurement.

**Method of proving the fulfilment of the criteria:**

The economic operator is obliged to compile and submit an application through the Portal on the fulfilment of the criteria for qualitative selection of the economic operators, which confirms that there is no ground for exclusion. The absence of this ground for exclusion is established by the contracting authority.

**3.1.4. Conflict of interest**

**Legal basis:**

Article 111, paragraph 1, item 4) of the PPL - the Contracting Authority shall exclude an economic operator from public procurement procedure if there is a conflict of interest, in terms of the Law on Public Procurement, which cannot be eliminated by other measures.

**Method of proving the fulfilment of the criteria:**

The economic operator is obliged to compile and submit an application through the Portal on the fulfilment of the criteria for qualitative selection of the economic operators, which confirms that there is no ground for exclusion. The absence of this ground for exclusion is established by the contracting authority.

**3.1.5. Undue influence on the procedure**

**Legal basis:**

Article 111, paragraph 1, item 5) of the PPL - the Contracting Authority shall exclude an economic operator from public procurement procedure if it determines that the economic operator has undertaken to unduly influence the decision-making process of the contracting authority/entity or obtain confidential information that may confer upon it undue advantage in the public procurement procedure or to has provided misleading information that may have effect on decisions concerning the exclusion of economic operator, the selection of an economic operator or the award of a contract.

**Method of proving the fulfilment of the criteria:**

The economic operator is obliged to compile and submit an application through the Portal on the fulfilment of the criteria for qualitative selection of the economic operators, which confirms that there is no ground for exclusion. The absence of this ground for exclusion is established by the contracting authority.

**Note:** The contracting authority is not obliged to use the grounds for exclusion prescribed by Article 112 of the Law, but if it uses them it is obliged to state them in the documentation and to exclude the economic operator from the public procurement procedure if in any way at any time of the procedure it determines that there are grounds for exclusion.

***3.2 CRITERIA FOR SELECTION OF A BUSINESS OPERATOR***

**LOT 1: Passenger motor vehicles and**

**LOT 2 Electric passenger vehicles**

**3.2.1. Technical and professional capacity**

**Legal basis:**

Article 117, paragraph 1 PPL - the contracting authority may set requirements ensuring that economic operators possess the necessary human and technical resources and experience necessary to perform the public procurement contract to an appropriate quality level, and may require, in particular, that economic operator has sufficient experience in terms of contracts performed in the past.

**Additional description of criteria:**

An economic operator participating in the public procurement procedure in question must meet the criteria related to **technical and professional capacity**, as follows:

1. that it is authorised to lease the offered vehicles in the territory of the Republic of Serbia,
2. that it has at least one service centre in the territory of the city \_\_\_\_\_\_\_\_\_\_\_ (*each contracting authority enters the name of the city / town to which the request relates*), authorised by the manufacturer of the offered vehicles or the manufacturer’s representative office for the territory of the Republic of Serbia,
3. that the offered vehicles meet the required technical characteristics.

**Method of proving the fulfilment of the criteria:**

The business operator is obliged to compile and submit with the bid a statement on the fulfilment of the criteria for the qualitative selection of the business entity, which confirms that it meets this criterion for the selection of the business operator.

The fulfilment of this criterion is proven by:

1. that the economic operator **is authorised to lease the offered vehicles on the territory of the Republic of Serbia**, shall be proved by submitting:
* statements/certificates of the manufacturer of the offered vehicles, in free form, that the economic operator is authorised to lease the offered vehicles in the territory of the Republic of Serbia signed by the authorised person of the manufacturer or
* statements/certificates of the representative office of the offered vehicles for the territory of the Republic of Serbia, in free form, that the economic operator is authorised to lease the offered vehicles on the territory of the Republic of Serbia, signed by an authorised person or
* statements/certificates of distributors of offered laptops for the territory of the Republic of Serbia, in free form, that the business entity is authorised to sell and service the offered laptops in the territory of the Republic of Serbia, signed by an authorised person.

In case the confirmation/statement is given by the distributor, it is accompanied by a contract or other document on the distribution relationship between the manufacturer and the distributor.

In case the offer is submitted by an economic operator that is also a distributor, it is necessary to submit a distribution agreement with the manufacturer of the offered laptops or other evidence from which it can be unequivocally established that the business operator is an authorised distributor and authorised to service the offered vehicles.

1. that the economic operator has **at least one service centre in the territory of the city** \_\_\_\_\_\_\_\_\_\_\_ (*each contracting authority enters the name of the city / town to which the request relates*), authorised by the manufacturer of the offered vehicles or the manufacturer's representative office for the territory of the Republic of Serbia,
* list of authorised service centres in the city \_\_\_\_\_\_\_\_\_\_\_\_\_, for offered vehicles, which must be signed by an authorised person of the economic operator and
* copies of authorisations, certificates or other appropriate evidence issued by the manufacturer of the offered vehicles or the representative office of the manufacturer for the territory of the Republic of Serbia, as proof that the economic operator is authorised to service the offered vehicles or
* copy/copies of the valid contract on maintenance of the offered vehicles, with the authorised service centre(s) in the territory of the city \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In case the economic operator submits a copy/copies of the valid contract on maintenance of the offered vehicles with the authorised service centre/s, it is obliged to submit a copy/copies of the contract/authorisation, certificate or other appropriate evidence issued by the manufacturer of the offered vehicles. territory of the Republic of Serbia, as proof that the service centre is authorised to service the offered vehicles.

1. **the condition that the offered vehicles meet the required technical characteristics** is proved by submitting:
* catalogue (prospectus with a picture of the offered vehicle) of the manufacturer of the offered vehicles with data on the technical characteristics of the goods offered for lease, for the lot for which the economic operator submits the offer. If the catalogue (prospectus) of the manufacturer does not contain a description of all required technical characteristics, the economic operator is obliged to submit a description of the technical characteristics on a document that must be signed by an authorised person of the economic operator or
* documents of the economic operator with a description of technical characteristics which must be signed by an authorised person of the economic operator
* internet address (link) containing a description of all required technical characteristics.

**Note:** The contracting authority may determine other criteria for the selection of the economic operator that are logically related to the subject of procurement in accordance with Articles 114-117. Law.

1. **DATA REGARDING THE CRITERIA FOR AWARDING THE CONTRACT**

**LOT 1: Passenger motor vehicles**

**The contracting authority defined the criteria for awarding the contract based on:**

the relationship between the offered price and quality, i.e., the amount of rent for vehicles, fees for exceeding the total projected mileage, refunds for less mileage than the total projected, as well as vehicle characteristics related to the type of drive, which are weighted based on the following criteria:

|  |  |
| --- | --- |
| **Criterion** | **Number of weights** |
| Offered price (OP) | 80 |
| Compensation for exceeding the total projected mileage (CE)  | 5 |
| Refund on less mileage than total projected mileage (RE)  | 5 |
| Type of drive (TD)  | 10 |
| Total | 100 |

When calculating the number of weights (weighting), the Contracting Authority will take into account only those bids that after examination and expert evaluation were not rejected as unacceptable.

* 1. **Offered price (OP) - 80 weights**

The bid that has the lowest prevention offered is valued at 80 weights, and the rest according to the formula:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| OP | = | 80 | x | The lowest offered price  |
| Price from the bid that is being evaluated |

Rounding will be done to two decimal places.

* 1. **Compensation for exceeding the total projected mileage (NP) - 5 weighs**

The bid with the lowest fee for exceeding the total projected mileage for each vehicle, received the maximum number of weights provided for this element of the criterion - 5 weights.

The number of weights for the offered fee for exceeding the total projected mileage from the offer of other bidders (Pn), is calculated according to the formula:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| NW | = | 5 | x | LOF  |
| OFE |

NW - number of weights received by the bid according to this element of the criterion: 5 - maximum number of weights provided for this element of the criterion

LOF - the lowest offered fee for exceeding the total projected mileage (per kilometre), in dinars

OFE - offered fee for exceeding the total projected mileage (per kilometre), in dinars, from the offer, for which the number of weights is determined

Rounding will be done to two decimal places.

* 1. **Refund on less mileage than total projected mileage (NP) - 5 weights**

The bid with the highest return per less mileage than the total projected mileage, received the maximum number of weights provided for this element of the criterion - 5 weights.

The number of weights for the offered refund per less mileage than the total projected mileage from the bids of other bidders (PO), is calculated according to the formula:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| NW | = | OR | x | 5 |
| maxP |

NW - number of weights received by a specific offer

5 - maximum number of weights provided for this element of the criterion

maxP - highest return per less mileage than the total projected mileage (per kilometre), in dinars

OR - offered refund per less mileage than the total projected mileage (per kilometre), in dinars, from the bid for which the number of weights is determined

Rounding will be done to two decimal places.

* 1. **Type of drive (TD) - 10 weights**

Weights will be assigned to bids according to the number of hybrid vehicles offered, as follows:

|  |  |
| --- | --- |
| Offered number of hybrid vehicles  | Weight |
| all vehicles | 10 |
| 50% and more than 50% of the total number of offered vehicles  | 5 |
| 30% and more than 30% of the total number of offered vehicles  | 2 |

This information is entered by the bidder in the Model Contract for lot 1.

**Calculation of the total number of weights in the offer:**

The economically most advantageous bid (EMAB) is the bid that has the highest total number of weights, and is calculated according to the formula:

EMAB = OP + NW + W + TD

## Reserve criterion on the basis of which the contract will be awarded in a situation where there are two or more bids that are equal after the application of the criteria:

If two or more bids have the same number of weights, the bid of the bidder who offered a shorter deadline for delivery of vehicles will be selected as the most advantageous one.

**Application of the draw**

If, after ranking on the basis of the award criteria and the reserve criterion, it is not possible to make a decision on the award of the contract, the contracting authority will award the contract to the bidder who will be drawn by lot. The contracting authority shall notify all bidders who have submitted bids of the date when the draw will take place. The draw will cover only those bids that are most favourable after the ranking based on the award criteria and the reserve criterion.

The contracting authority will draw by lot in public, in the presence of the bidder, by writing the names of the bidders on separate papers of the same size and colour, and will fold all these papers and put them in a transparent box from where they will draw only one paper. The bidder whose name is on the drawn paper will be awarded a contract. After the first paper is drawn, the contracting authority draws the remaining papers one by one and ranks the remaining bidders in the order in which they were drawn.

The contracting authority will submit to the bidders who do not attend this procedure the minutes from the draw by lot.

**Note:** The contracting authority may define the draw procedure in another way.

**LOT 2 Electric passenger vehicles**

**The contracting authority defined the criteria for awarding the contract based on:**

the relationship between the offered price and cost, i.e., the fee for exceeding the total projected mileage, the return on less mileage than the total projected, as well as the radius or length of the road that the vehicle can cover with one battery charge, which are weighted based on the following criteria:

|  |  |
| --- | --- |
| **Criterion** | **Number of weights** |
| Offered price (PC) | 85 |
| Compensation for exceeding the total projected mileage (NP)  | 5 |
| Refund on less mileage than total projected mileage (NP)  | 5 |
| Radius | 5 |
| Total | 100 |

When calculating the number of weights (weighting), the Contracting Authority will take into account only those bids that after examination and expert evaluation were not rejected as unacceptable.

1. **Offered price (OP) - 85 weights**

The bid that has the lowest prevention offered is valued at 85 weights, and the rest according to the formula:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| OP | = | 85 | x | The lowest offered price  |
| Price from the bid that is being evaluated |

Rounding will be done to two decimal places.

1. **Compensation for exceeding the total projected mileage (NP) - 5 weighs**

The bid with the lowest fee for exceeding the total projected mileage for each vehicle, received the maximum number of weights provided for this element of the criterion - 5 weights.

The number of weights for the offered fee for exceeding the total projected mileage from the offer of other bidders (Pn), is calculated according to the formula:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| NP | = | 5 | x | LOF  |
| OFE |

NW - number of weights received by the bid according to this element of the criterion: 5 - maximum number of weights provided for this element of the criterion

LOF - the lowest offered fee for exceeding the total projected mileage (per kilometre), in dinars

OFE - offered fee for exceeding the total projected mileage (per kilometre), in dinars, from the offer, for which the number of weights is determined

Rounding will be done to two decimal places.

1. **Refund on less mileage than total projected mileage (NP) - 5 weights**

The bid with the highest return per less mileage than the total projected mileage, received the maximum number of weights provided for this element of the criterion - 5 weights.

The number of weights for the offered refund per less mileage than the total projected mileage from the bids of other bidders (PO), is calculated according to the formula:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| NP | = | OR | x | 5 |
| maxP |

NP - number of weights received by a specific offer

5 - maximum number of weights provided for this element of the criterion

maxP - highest return per less mileage than the total projected mileage (per kilometre), in dinars

OR - offered refund per less mileage than the total projected mileage (per kilometre), in dinars, from the bid for which the number of weights is determined

Rounding will be done to two decimal places.

1. **Radius (R) - 5 weights**

Weights will be assigned to bids according to the radius, i.e., the length of the distance that the vehicle can cover with one battery charge, as follows:

|  |  |
| --- | --- |
| Radius  | Weight |
| 350 km and more | 5 |
| 250 km and more | 3 |
| 200 km and more | 2 |

This information is entered by the bidder in the Model Contract for lot 2.

**Calculation of the total number of weights in the offer:**

The economically most advantageous bid is the bid that has the highest total number of weights, and is calculated according to the formula:

ENP = PC + NP + PO + R

## Reserve criterion on the basis of which the contract will be awarded in a situation where there are two or more bids that are equal after the application of the criteria:

If two or more bids have the same number of weights, the bid of the bidder who offered a shorter deadline for delivery of vehicles will be selected as the most advantageous one.

**Application of the draw**

If, after ranking on the basis of the award criteria and the reserve criterion, it is not possible to make a decision on the award of the contract, the contracting authority will award the contract to the bidder who will be drawn by lot. The contracting authority shall notify all bidders who have submitted bids of the date when the draw will take place. The draw will cover only those bids that are most favourable after the ranking based on the award criteria and the reserve criterion.

The contracting authority will draw by lot in public, in the presence of the bidder, by writing the names of the bidders on separate papers of the same size and colour, and will fold all these papers and put them in a transparent box from where they will draw only one paper. The bidder whose name is on the drawn paper will be awarded a contract. After the first paper is drawn, the contracting authority draws the remaining papers one by one and ranks the remaining bidders in the order in which they were drawn.

The contracting authority will submit to the bidders who do not attend this procedure the minutes from the draw by lot.

**Note:** The contracting authority may define the draw procedure in another way.

1. **DATA ON THE BASIS OF WHICH THE BIDDERS PREPARE THE BID FORM**

The tender documentation contains data on the basis of which the bidders prepare the bid form, which contains the following data:

1) general data on the bidder, i.e., each bidder from the group of bidders, as well as subcontractors (business name or abbreviated name from the appropriate register, registered office address, identification number and tax identification number, contact, etc.);

2) the validity period of the bid expressed in the number of days from the day of bid opening, which may not be shorter than 90 days;

(3) subject matter of public procurement,

4) price and other criteria for awarding the contract, which can be expressed numerically;

5) other procurement requirements, which the contracting authority considers relevant for the conclusion of the contract and which can be expressed numerically;

6) data on the part of the contract that the bidder will entrust to the subcontractor (by subject or in quantity, value or percentage), data on the subcontractor, as well as data that the contracting authority will make payments directly to the subcontractor, in case the subcontractor requests direct payment of due receivables;

7) a statement of integrity by which the bidder confirms under full material and criminal responsibility that it submitted its bid independently, without agreement with other bidders or interested persons and to guarantee the accuracy of the data in the bid.

**Note:** The bid form is automatically formed on the Portal based on the data entered by the contracting authority in step: Criteria for contract award and other procurement requirements.

1. **DATA ON THE BASIS OF WHICH THE BIDDERS PREPARE THE FORM OF THE STATEMENT ON FULFILMENT OF THE CRITERIA FOR QUALITATIVE SELECTION OF THE ECONOMIC OPERATOR**

The form of the statement on the fulfilment of the criteria for the qualitative selection of the economic entity is automatically formed on the Portal on the basis of the data entered by the contracting authority in the step: Criteria for qualitative selection of the economic operator. The portal automatically forms part of the tender documentation: Criteria for qualitative selection of an economic operator and instructions on how to prove the fulfilment of these criteria, and

If the bid is submitted by a group of economic entities, a separate statement of each member of the group of economic entities shall be submitted in the bid, which shall contain data for the relevant capacities of the group member.

If an economic operator intends to entrust a part of the contract to a subcontractor or use the capacities of other entities, it is obliged to submit a separate statement for the subcontractor, i.e., the entity whose capacities it uses, containing data on the relevant capacities of the subcontractor or other entity it intends to use.

The economic operators shall state in the statement on the fulfilment of the criteria the issuers of evidence on the fulfilment of the criteria for qualitative selection of the economic operator and state that they will be able to submit that evidence to the ordering party upon request and without delay.

In the statement on fulfilment of the criteria, the economic operator may state data on the internet address of the database, all necessary identification data and statement of consent, through which evidence can be obtained, i.e., inspect the evidence on fulfilment of the criteria for qualitative selection of the economic operator.

1. ***OFFERED PRICE STRUCTURE FORM***

**LOT 1**Passenger motor vehicles

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** **(4x5)** | **8** **(4x6)** | **9** | **10 (7х9)** | **11****(8х9** |
| **Name of goods** | **Vehicle manufacturer and make** | **Unit of measurement** | **Quantity** | **Unit price without VAT** | **Unit price with VAT** | **Monthly value without VAT** | **Monthly value with VAT** | **Period** | **Total value without VAT** | **Total value with VAT** |
| Passenger motor vehicle |  | piece  | \_\_\_\_ |  |  |  |  | 48 |  |  |
| INSTRUCTION FOR COMPLETING THE FORM OF THE STRUCTURE OF THE OFFERED PRICEThe data contained in the price structure form are entered according to the following instructions:* in column 2 - enter the name of the manufacturer and the vehicle number,
* in column 5 - enter the amount of rent per vehicle for one month without VAT,
* in column 6 - enter the amount of rent per vehicle for one month with VAT,
* in column 7 - enter the amount of rent for all vehicles on a monthly basis without VAT,
* in column 8 - enter the amount of rent for all vehicles on a monthly basis without VAT,
* in column 9 - the period for which the contract is concluded;
* in column 10 - enter the total amount of rent for all vehicles for the period for which the contract is concluded without VAT,
* in column 11 - enter the total amount of rent for all vehicles for the period for which the contract is concluded with VAT,
 |  |
|  |  |

**LOT 2** Electric passenger vehicles

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** **(4x5)** | **8** **(4x6)** | **9** | **10 (7х9)** | **11****(8х9** |
| **Name of goods** | **Vehicle manufacturer and make** | **Unit of measurement** | **Quantity** | **Unit price without VAT** | **Unit price with VAT** | **Monthly value without VAT** | **Monthly value with VAT** | **Period** | **Total value without VAT** | **Total value with VAT** |
| Electric passenger vehicle  |  | piece  | \_\_\_\_ |  |  |  |  | 48 |  |  |
| INSTRUCTION FOR COMPLETING THE FORM OF THE STRUCTURE OF THE OFFERED PRICEThe data contained in the price structure form are entered according to the following instructions:* in column 2 - enter the name of the manufacturer and the vehicle number,
* in column 5 - enter the amount of rent per vehicle for one month without VAT,
* in column 6 - enter the amount of rent per vehicle for one month with VAT,
* in column 7 - enter the amount of rent for all vehicles on a monthly basis without VAT,
* in column 8 - enter the amount of rent for all vehicles on a monthly basis without VAT,
* in column 9 - the period for which the contract is concluded;
* in column 10 - enter the total amount of rent for all vehicles for the period for which the contract is concluded without VAT,
* in column 11 - enter the total amount of rent for all vehicles for the period for which the contract is concluded with VAT,
 |  |
|  |  |

1. ***FORM OF BID PREPARATION COSTS***

In accordance with Article 138 of the Law, the bidder \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*insert name*] shall submit the total amount and structure of costs of bid preparation, as follows in the table:

|  |  |
| --- | --- |
| **COST TYPE** | **AMOUNT OF COST IN RSD** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| **TOTAL AMOUNT OF BID PREPARATION COSTS**  |  |

**Note:**

The costs of preparation and submission of the bid shall be borne exclusively by the bidder and may not require reimbursement of costs from the contracting authority. If the public procurement procedure is suspended due to reasons on the part of the contracting authority, the contracting authority shall reimburse the bidder for the costs of making the sample or model, if they were made in accordance with the technical specifications of the contracting authority and the costs of obtaining security, provided that the bidder in its offer asked for compensation of such costs.

**Submission of this form is optional.**

 ***9. CONTRACT MODEL***

***(LOT 1 AND LOT 2)***

***PUBLIC PROCUREMENT CONTRACT***

**Entered into by and between:**

1. **Of the Contracting Authority**.................................................................., seated in ............................................, Street .........................................., represented by .................................................................. (**hereinafter referred to as: Lessee)**

and

1. .................................................................., seated in ............................................, Street .........................................., represented by .................................................................. (**hereinafter referred to as: Lessor)**

|  |
| --- |
| The Contracting Parties hereby agree* That the Lessee, in accordance with Article 52 of the Law on Public Procurement (“Official Gazette of the Republic of Serbia”, No. 91/19, hereinafter referred to as: the Law), conducted an open procedure for public procurement of services - **Passenger vehicles through operating leasing**;
* that the Lessor has submitted Bid no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_. \_\_\_ 2021 (hereinafter referred to as: Offer), which is an integral part of this Contract.
 |

**Article 1**

The subject matter of the contract is the lease of passenger vehicles that are the subject matter of lot 1 / lot 2, which the Lessor is obliged to provide to the Lessee, through operating leasing, in all respects according to the Supplier’s Bid no. \_\_\_\_\_\_\_\_\_ of \_\_\_\_\_ and the Specifications, which form an integral part of this contract.

The Lessor undertakes to ensure the delivery, use and maintenance of the vehicle in the manner and under the conditions specified in the Specification and this contract.

The percentage of hybrid vehicles \_\_\_\_\_\_\_\_\_\_\_. (*for lot 1 only*)

**Article 2**

The Lessor undertakes to lease vehicles to the Lessee, enable their uninterrupted use and maintenance, as well as to provide other services listed in the Specification, at unit prices from the Bid.

The unit price for one month, per vehicle is: \_\_\_\_\_\_\_\_\_\_\_ dinars without VAT, or \_\_\_\_\_\_\_\_\_ dinars with VAT.

The value of this contract for the entire contracted period of 48 months, for all vehicles that are the subject of the lease, is: \_\_\_\_\_\_\_\_\_\_\_ dinars without VAT, or \_\_\_\_\_\_\_\_\_\_ dinars with VAT.

The total price from the previous paragraph includes all other dependent and accompanying costs that may arise in the realisation of vehicle lease, except for possible amounts for compensation for exceeding the projected mileage and for refund of funds paid for less mileage than projected.

The unit price is not fixed and can be changed, in case of change of the middle exchange rate of EUR of the National Bank of Serbia by more than ± 1% in relation to the middle exchange rate of EUR of the National Bank of Serbia on the day of bid opening.

The price adjustment will be made in accordance with the change in the middle exchange rate of the National Bank of Serbia on the day of issuing the monthly invoice, and in relation to the middle exchange rate of the National Bank of Serbia on the day of bid opening.

**Article 3**

The total projected mileage per vehicle for the period of validity of this contract (48 months) is 100,000 km.

The fee for exceeding the projected mileage from the previous paragraph is \_\_\_\_\_ dinars without VAT (per km).

The refund of funds paid for less mileage than projected is \_\_\_\_\_\_\_ dinars without VAT (per km).

The calculation and payment of any compensation for exceeding the projected mileage, i.e., possible refund for less mileage, will be made in the last month of validity of the Contract, based on records of total mileage for each vehicle used by the Lessee under the Contract.

If the deviation is up to 2,500 kilometres in relation to the total projected mileage per vehicle, the fee for exceeding or refund is not calculated.

Refund for less mileage is made for a maximum of 10,000 less miles per vehicle, for the entire duration of the Contract.

The length of the road that the vehicle can cover with one battery charge is \_\_\_\_\_\_\_\_\_\_ km. (*for lot 2 only*)

**Article 4**

The payment deadline is 45 days from the day of receipt of the correct and registered invoice, for one month of using the vehicle. The Lessor is obliged to register the invoice in the Central Invoice Register, by accessing the appropriate web application of the Treasury Administration in accordance with the Law on Deadlines for Settlement of Monetary Obligations in Commercial Transactions (“Official Gazette of the Republic of Serbia”, Nos. 119/12, 68/15 and 113/17) and the Rulebook on the manner and procedure of registration of invoices, i.e., other requests for payment, as well as the manner of keeping and content of the Central Register of Invoices (“Official Gazette of the Republic of Serbia”, Nos. 7/18, 59/18 and 8/19).

The invoice must be delivered to the Lessee within 3 (three) working days from the date of registration in the Central Invoice Register.

In addition to other data, the invoice must contain the number of the contract, the invoice number, the account of the Lessor and the tax identification number of both parties.

**Article 5**

The Lessor undertakes to deliver the vehicles referred to in Article 1 of this Agreement to the Contracting Authority within \_\_\_\_\_\_ days, counting from the conclusion of this Agreement (delivery period may not exceed 60 days). The place of delivery is the location of the Lessor in the territory of the city of Belgrade. Delivery is made on weekdays.

The contracting parties shall, within the agreed deadline for the delivery of vehicles referred to in paragraph 1 of this Article, agree on the exact date and time of taking over the vehicle.

**Article 6**

The delivered vehicles must be brand new, unused, without damage, production defects, registered, insured, production not older than 2020 and that together with the accompanying documentation meet all the established conditions and requirements of the Specification.

Upon delivery of the vehicle, the authorised persons of the Lessee will inspect the vehicle, accompanying technical documentation and other documentation relevant to the smooth use of the vehicle, all in accordance with the Specification. The following must be delivered with the goods: a certified service book, warranty card with warranty conditions, policies, authorisation to use the vehicle and instructions for use and maintenance of the passenger vehicle in Serbian.

In case of visible defects on the vehicles or incomplete documentation, the Lessee will not accept the vehicles, and the Minutes on Defects will be submitted to the Lessor.

The Lessor undertakes to enable the handover of the vehicle in accordance with the Specification, Bid and this Contract upon receipt of the Minutes on Defects, and no later than the expiration of the delivery deadline.

Upon receipt of the vehicle, which is found to be in accordance with the Specification, Bid and this Contract and for which correct and complete documentation is submitted, the Lessee shall make Minutes of qualitative and quantitative acceptance signed by authorised representatives of the Lessee and authorised representative of the Lessor.

The Minutes on the qualitative and quantitative acceptance of the vehicle will state that the delivery of the vehicle was made, in all respects in accordance with the Specification, Bid and this contract.

**Article 7**

If, after the handover, it is determined that the vehicle has defects in quality, technical and functional characteristics or that there are damages that could not be detected by the usual inspection at the handover, the Lessee will immediately submit a complaint with the Minutes on defects to the Lessor.

The Lessor undertakes that within a maximum of 5 (five) days from the date of receipt of the complaint, it will eliminate the defect or replace the vehicle with a new correct vehicle with better or the same technical characteristics as agreed.

**Article 8**

Maintenance and servicing of the leased vehicles will be performed in the authorised services of the vehicle manufacturer.

The Lessor is obliged to organise regular maintenance of the vehicle according to the manufacturer’s plan (regular and extraordinary services), emergency servicing as needed, keep records of execution and bear the costs of maintenance and servicing of vehicles.

In case of impossibility to use the vehicle (due to defect, breakdown, theft, etc.) for a period longer than 24 hours, the Lessor is obliged to provide to the Lessee free of charge, the use of a replacement vehicle of the same, one class higher or one class lower characteristics compared to the vehicles which is the subject matter of lease, up to 3 years old, with a mileage of up to 100,000 kilometres.

The replacement vehicle must be made available to the Lessee no later than 2 (two) working days from the date of reporting the inability to use the vehicle, to the e-mail address of the Lessor: or phone number .

The replacement vehicle is used for a maximum of 7 working days (in case of failure), 10 working days (in case of breakdown) and 20 working days (in case of theft), per event, an unlimited number of times during the contracted period.

In the event that the defect or breakdown of the vehicle is not eliminated, the Lessor is obliged to hand over to the Lessee on the first working day after the maximum period of use of the replacement vehicle (except for total damage or theft of the vehicle), which corresponds in everything to the subject vehicle that was leased according to technical characteristics, type, model and manufacturer.

In the event of total damage or theft of the vehicle, the obligations of the contracting parties for the vehicle in question shall cease from the moment the damage or theft of the vehicle occurs.

**Article 10**

In the event that the Lessor hires a subcontractor, the Lessor shall be fully liable to the Lessee for the performance of all obligations under this Contract, including the obligations entrusted to the subcontractor:

“ ”, from , Street no. .

“ ”, from , Street no. .

The Lessor shall engage the said subcontractor(s) to perform the following obligations: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Article 11**

If the Lessor is late in fulfilling its obligations under Article 5, paragraph 1, Article 7, paragraph 2 and Article 8, paragraph 4 and 6 of this contract, it is obliged to pay the Lessee the amount of 5,000 dinars for each day of delay in the name of the contractual penalty.

The total amount of the contractual penalty that the Seller pays to the Buyer on the basis referred to in paragraph 1 of this Article may not exceed 10% of the total contracted value excluding VAT.

**Article 12**

Means of financial security for good performance (bid bond): original own blank bill of exchange (a) or original bank guarantee (b)

a) The Lessor is obliged to submit to the Lessee, within 7 days from the day of concluding the Agreement, the original own blank bill signed with the original signature, with a copy of the bank’s depository card, certified OP form and listing from the website of the National Bank of Serbia (no registration request) as proof that the bill of exchange is registered with the Authorisation for filling in and collection of bills of exchange - bill of exchange authorisation signed by the original signature of the person who signed the bill of exchange, addressed to the Lessee, for good performance in the total amount of 10% of the contract value without VAT with a validity period of at least 30 days longer than the expiration of the contractual obligation in its entirety.

or

b) The Lessor is obliged to submit to the Lessee within 10 days from the date of conclusion of the Agreement the original bank guarantee for good performance, with clauses “unconditional and payable on first call”, addressed to the Lessee, in the amount of 10% of the contract values without calculated VAT, with a validity period of at least 30 days longer than the expiration of the contractual obligation in full.

In the event that the Lessor fails to fulfil its contractual obligations in all respects in accordance with the concluded Contract, performs them in part or is late with the fulfilment of contractual obligations, the Lessee shall activate the provided financial security.

Upon fulfilment of the contractual obligations of the Lessor, the means of financial security for the good performance of the work will be returned at the request of the Lessor.

If the deadlines for the performance of the contractual obligations change during the term of the Agreement, the validity of the bank guarantee for the good performance of the work must be extended.

**Article 13**

This contract shall enter into force on the date of signing by both parties, and shall apply from the day of handover of the vehicle referred to in Article 1 of this contract and shall be valid for a maximum of 48 months from the date of application.

**Article 14**

The contracting parties agreed that the provisions of the Law on Contract and Torts, other applicable regulations governing this matter, as well as the general and special business conditions of the Lessor for passenger vehicle lease contracts, which regulate the manner of use and return of vehicles, in the part in which they are not in conflict with this Contract and the Specification which is an integral part of this Contract and which do not limit the rights of the Lessee under this Agreement and do not create additional obligations and additional costs for the Lessee envisaged by this contract.

**Article 15**

The contracting parties agree that all disputes related to the implementation of the contract are resolved amicably, otherwise the court in Belgrade shall have the jurisdiction.

**Article 16**

This contract is made in 4 (four) identical copies, 2 (two) for each contracting party.

 **LESSOR LESSEE**

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

*Note:*

*A public procurement contract may be concluded in electronic form, in accordance with the law governing electronic documents and the law governing electronic signatures.*

1. **INSTRUCTION**

**TO BIDDERS ON HOW TO PREPARE A BID**

**Data on the contracting authority:**

|  |  |
| --- | --- |
| Contracting authority: | *(Portal withdraws the stated data)* |
| Tax identification number (TIN): | *(Portal withdraws the stated data)* |
| Address: | *(Portal withdraws the stated data)* |
| Website: | *(Portal withdraws the stated data)* |

**Basic information about the procedure**

|  |  |
| --- | --- |
| Name of the procedure: | **Passenger vehicles through operating leasing** |
| Reference number: | *(Portal withdraws the stated data)* |
| Type of procedure: | **Open procedure** |
| Type of procurement subject matter: | **Goods** |
| Description: | *(Portal withdraws the stated data)* |
| Deadline for submission: | *(Portal withdraws the stated data)* |

**Characteristics of the public procurement procedure** *(instruments and techniques)*

*(if applicable)*

**Description of subject matter / lot**

**Passenger vehicles through operating leasing**

**Procurement description:**

*(Portal withdraws the stated data)*

The contracting authority defined the criteria for awarding the contract based on:

*(Portal withdraws the stated data)*

Method of ranking acceptable bids:

*(Portal withdraws the stated data)*

**Electronic communication and data exchange on the Public Procurement Portal**

Electronic communication is required in the procedure.

The bid/application is submitted through the Public Procurement Portal in the manner described in this instruction.

The user interested in the public procurement procedure communicates with the procuring entity exclusively through the Public Procurement Portal.

The user of the Public Procurement Portal may be interested in the published public procurement procedure by downloading the tender documentation or indicating his interest.

The documentation in this public procurement procedure on the Public Procurement Portal can be accessed on the **procedure website**:

***https://jnportal.ujn.gov.rs/***

Actions in the public procurement procedure that you can carry out on that page of the procedure:

* sending a **request for additional information or clarification regarding the procurement documentation as well as pointing out to the contracting authority any deficiencies and irregularities in the procurement documentation**

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1246/Zahtev-za-dodatnim-informacijama-ili-poja%C5%A1njenjima-u-vezi-sa-dokumentacijom-o-nabavci)

* forming **a group of bidders**

see the general user manual for the Portal

* preparation and submission of **bid**

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1271/Priprema-i-podno%C5%A1enje-ponuda-i-prijava-putem-Portala)

* **filling in the e-Statement on fulfilment of the criteria for qualitative selection of the economic operator**

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1280/e-Izjava-o-ispunjenosti-kriterijuma-za-kvalitativni-izbor-privrednog-subjekta)

* **assignment of the right to a procedure** *(to a person in a business operator)*

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1284/Dodela-prava-na-postupak-%E2%80%93-ponu%C4%91a%C4%8Di)

* sending a **request for protection of rights**

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1352/e-Zahtev-za-za%C5%A1titu-prava)

* granting authorisation to the proxy for **representation in the procedure of protection of rights**

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1349/Punomo%C4%87nik-u-postupku-za%C5%A1tite-prava)

An economic operator may request additional information or clarifications from the contracting authority regarding the procurement documentation through the Public Procurement Portal, and may indicate to the contracting authority if it considers that there are deficiencies or irregularities in the procurement documentation, no later than **8** (*data specified by the contracting authority*) before the submission deadline.

**Email inbox in process**

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1220/Sandu%C4%8De)

The user interested in the procedure during the public procurement procedure receives the following information via the e-mail box on the Portal:

* Changes to the tender documentation
* Additional information or clarifications regarding procurement documentation
* Modifications to the electronic catalogue
* Award / suspension decision
* Public procurement notices published

The user or economic operator that participates in the procedure through the mailbox through the Portal receives:

* Confirmation of successfully submitted bid/application
* Confirmation of successfully submitted amendment/supplement to the bid/application
* Confirmation of revocation of bid/application
* Invitation to submit bids
* Invitation to participate in the e-auction
* Minutes on the opening of bids

The user also receives copies of messages to the e-mail address with which he registered on the Portal.

**Preparation and submission of bids/applications**

The economic operator makes a bid/application on the Public Procurement Portal according to the structure and content defined by the Contracting Authority during the preparation of the public procurement procedure on the Portal.

The economic operator submitting the bid/application must be registered on the Portal with at least one, and preferably more users (or user accounts).

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1291/Upravljanje-podacima-o-organizaciji-i-korisni%C4%8Dkim-nalozima-%E2%80%93-ponu%C4%91a%C4%8Di)

A bidder who has submitted a bid independently may not participate in a joint bid or as a subcontractor at the same time, nor may the same person participate in several joint bids.

The bidder may submit only one bid, except in the case when the submission of a bid with variants is allowed or required.

A detailed instruction on preparing an offer via the Portal:

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1276/Priprema-i-podno%C5%A1enje-ponude-u-otvorenom-postupku)

**Deadline for submission of bids or applications:** *(Portal withdraws the stated data)*

**Applications may be submitted: Serbian** (*information provided by the contracting authority*)

In the bid/application form, the bidder/candidate must confirm with a statement of integrity under full material and criminal responsibility that it has submitted its bid/application independently, without agreement with other bidders/candidates or interested parties and guarantee the accuracy of the bid/application data.

**Preparation and submission of a joint bid/application**

On the page of the public procurement procedure on the Portal, an economic operator may create a group of economic operators (bidders/candidates) in order to submit a joint bid/application.

A member of a group of economic operators submitting a bid/application must be authorized to submit a joint bid/application on behalf of the group. Authorisation to submit a bid/application on behalf of a group of economic operators, members of the group give through the Public Procurement Portal. All members of the group should be registered users of the Public Procurement Portal.

More about forming a group of economic operators:

[see the general instructions for users of the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1272/Formiranje-grupe-ponu%C4%91a%C4%8Da-i-podno%C5%A1enje-ponude-u-ime-grupe-ponu%C4%91a%C4%8Da)

The bid/application is prepared and submitted by a member of the group authorised to submit a joint bid/application on behalf of the group of economic operators.

In the case of a joint bid/application, the data on the members of the group are part of the bid/application form.

When filling in the bid form of a group of bidders on the Public Procurement Portal, the value or percentage of the procurement value and the subject or quantity of the procurement subject to be performed by each member of the group according to the agreement should be stated. When filling in the application form of a group of candidates, this information is stated if it is known.

All members of the group of economic operators should fill in the Statement on fulfilment of the criteria for qualitative selection of the economic operator.

**Preparation of bid/application with subcontractor**

If the bid/application includes subcontractors, they should be registered users of the Public Procurement Portal, but should not give consent to the economic operator to submit a bid/application through the Portal.

An economic operator that intends to entrust the execution of part of the contract to a subcontractor, is obliged to state for each individual subcontractor:

1. data on the subcontractor *(name of the subcontractor, address, identification number, tax identification number, name of the contact person).*
2. information on the part of the contract that will be entrusted to the subcontractor *(by subject matter or in quantity, value or percentage).*
3. data whether the subcontractor requires the contracting authority to pay him directly the due claims for the part of the contract which he has executed.

The economic operator is obliged to submit a Statement of compliance with the criteria for qualitative selection of the economic operator for each subcontractor in the bid/application.

**Preparation of documents within the bid/application**

The economic operator loads the bid/application documents according to the defined structure. Supported formats and sizes of documents are prescribed by the Instructions for the use of the Public Procurement Portal. In case an individual document exceeds the size provided on the Public Procurement Portal, it is recommended to use document compression or divide the document into smaller parts and upload smaller and/or compressed documents to the Public Procurement Portal.

Documents uploaded within the bid/application may not be encrypted by the economic operator. The Public Procurement Portal encrypts bids/applications and their parts and keeps the content of bids/applications secret, as well as information on the identity of the economic operator until the date and time of bid opening.

The economic operator may prepare, upload to the Portal (*Procedure Page  Bids or Applications  Preparation of documentation*) documents that it intends to submit within the bid/application.

[see the general instructions for users of the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1276/Priprema-i-podno%C5%A1enje-ponude-u-otvorenom-postupku?anchor=7.-u%C4%8Ditajte-dokumente-koje-prila%C5%BEete-uz-ponudu)

**The contracting authority requires the bidder to enclose the following documents in its bid/application:**

**- Bid form;**

- **Offered price structure form**;

**- Form of bid preparation costs,**

**- Statement on fulfilment of criteria for qualitative selection of economic operator (SFC)**;

**- Contract model**;

**Bid bond: blank promissory note, signed with original signature (not facsimile), which must be recorded in the Register of Bills of Exchange and authorisations of the National Bank of Serbia (signed by an authorised person), promissory note authorisation - letter with clauses “no protest” and signed by an authorised person and with the indicated amount of 3% of the total value of the offer without VAT), certificate of registration of the bill (listing from the NBS website, as proof that the bill is registered), copy of the card of deposited signatures commercial banks specified in the bill of exchange authorization - letter) and a copy of the certified OP form or unconditional, bank guarantee collectible at the first call in the amount of 3% of the total value of the bid without VAT.**

**unconditional, bank guarantee collectible at the first call in the amount of 3% of the total value of the bid without VAT.**

With each requested document, the economic operator can upload more documents, if the document consists of several parts.

When uploading documents to the Public Procurement Portal, the economic operator on the Portal indicates whether a particular bid document is confidential (in accordance with Article 38 of the Law on Public Procurement), it states the legal basis on which the documents are marked confidential and explains the reason(s) for confidentiality. If a certain document has only certain parts confidential, before uploading that document to the Portal, it is necessary for the economic operator to separate the confidential parts into a separate document, mark it confidential, and thus upload it to the Public Procurement Portal. Parts that are not confidential need to be separated into a separate document or documents and thus uploaded to the Public Procurement Portal. No part of the electronic offer/application is signed, no stamp is required, and no scanning of documents is required.

**Statement on fulfilment of criteria for qualitative selection of economic operator (SFC)**

The statement on the fulfilment of the criteria for the qualitative selection of the economic operator is filled in electronically on the Portal.

Part of the tender documentation **Criteria for qualitative selection of an economic operator with instructions** was formed through the Portal and attached to the tender documentation.

How to fill in the e-Statement via the Portal:

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1280/e-Izjava-o-ispunjenosti-kriterijuma-za-kvalitativni-izbor-privrednog-subjekta)

Completion of the Statement through the Portal, according to the defined criteria, is carried out on the page of the procedure under

*Applications/Bids*  *New Statement or Statements under preparation* for updating the statement.

Members of the group, subcontractors or other entities whose capacities are used by the economic operator fill in each of their e-Statements, and the economic operator can download the completed e-Statement through the Portal and attach it to the bid/application.

**Parts of the bid/application that cannot be submitted electronically**

In the event that part or parts of the bid/application cannot be submitted by electronic means via the Public Procurement Portal (see Article 45, paragraph 3 of the Law on Public Procurement), the economic operator is obliged to state the exact part or parts of the bid/application in the bid/application that are submitted by non-electronic means.

Part or parts of the bid/application that cannot be submitted by electronic means through the Public Procurement Portal shall be submitted by the economic operator to the Contracting Authority by the deadline for submission of bids/applications by mail, courier service or directly, in an envelope or box closed in a way that when opening it can be determined with certainty that it is opening for the first time.

A part or parts of the bid/application that cannot be submitted by electronic means via the Public Procurement Portal shall be submitted by the economic operator to the address:

*(Portal withdraws the stated data)*

With a note:

Part of the bid/application for public procurement: *(Passenger vehicles through operating leasing)*

DO NOT OPEN

When preparing the bid/application on the Portal, the economic operator specifies part or parts of the bid/application that will be submitted in non-electronic ways (by mail, courier service or directly).

The name and address of the economic operator should be stated on the back of the envelope or on the box. In case part or parts of the bid/application are submitted by a group of economic entities, the envelope must indicate that it is a group of economic entities and state the names and addresses of all members of the group.

Part or parts of the bid/application are considered timely if they are received by the contracting authority by (*Portal withdraws the information*).

The contracting authority will submit an acknowledgment of receipt to the economic operator. In the acknowledgment of receipt, the contracting authority shall state the date and time of receipt.

The part or parts of the bid/application that the contracting authority did not receive within the deadline for submission of bids/applications, i.e., which was received after the expiration of the day and hour by which bids/applications may be submitted, shall be considered untimely. Untimely part or parts of the bid/application will be returned unopened to the bidder by the contracting authority upon completion of the opening procedure, with an indication that they were submitted late.

**Filling in the bid form**

The price is expressed in dinars, with and without VAT, including all costs incurred by the bidder in the implementation of the public procurement.

## Other procurement requirements:

1. The contracting authority does not accept the advance as a method of payment;
2. Place of delivery: location of the Lessee;
3. In the Bid Form, the economic operator shall also state the delivery deadline, which may not be longer than 60 (sixty) days from the day of concluding the contract;
4. Method of payment: monthly, within 45 days from the day of receipt of the correct and registered invoice for one month of vehicle use;
5. Fee for exceeding the total projected mileage (per km): \_\_\_\_\_\_\_\_\_ dinars without VAT (to be filled in by the economic operator in the model contract);
6. Refund for less mileage than the total projected mileage (per km) \_\_\_\_\_\_\_\_\_\_ dinars without VAT (to be filled in by the economic operator in the contract model)
7. Bid validity period: 30 days from the day of bid opening.

**Application of the draw**

If, after ranking on the basis of the award criteria and the reserve criterion, it is not possible to make a decision on the award of the contract, the contracting authority will award the contract to the bidder who will be drawn by lot. The contracting authority shall notify all bidders who have submitted bids of the date when the draw will take place. The draw will cover only those bids that are most favourable after the ranking based on the award criteria and the reserve criterion.

The contracting authority will draw by lot in public, in the presence of the bidder, by writing the names of the bidders on separate papers of the same size and colour, and will fold all these papers and put them in a transparent box from where they will draw only one paper. The bidder whose name is on the drawn paper will be awarded a contract. After the first paper is drawn, the contracting authority draws the remaining papers one by one and ranks the remaining bidders in the order in which they were drawn.

The contracting authority will submit to the bidders who do not attend this procedure the minutes from the draw by lot.

**Manner and deadline of payment**: within \_\_\_\_ days from the day of receipt of the correct invoice, and on the basis of the signed Minutes of receipt and the submitted security for the fulfilment of contractual obligations.

The invoice must be submitted to the contracting authority within 3 (three) days from the date of registration in the Central Register of Invoices.

**The bid must be valid for 30 days from the day of bid opening.**

After entering all the data, the economic operator generates the bid/application form and can review the bid/application data before submitting the bid/application.

**Manner of amending the offer/application**

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1273/Ponuda-izmena-dopuna-ili-odustanak)

**Method of revoking bids/applications**

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1273/Ponuda-izmena-dopuna-ili-odustanak)

# Information on the type, content, manner of submission, amount and deadlines for ensuring the fulfilment of the bidder's obligations

***BID BOND:***

The bidder undertakes to submit a **blank promissory note or an unconditional, on the first call, collectible bank guarantee as a means of securing the seriousness of the bid.**

**The blank promissory note must be registered in the Register of Bills of Exchange and Authorisations of the National Bank of Serbia** and should be signed by a person authorised to represent with the **original signature (not a facsimile)**. The bill of exchange must be accompanied by a duly completed and signed **bill of exchange authorisation - letter**, with clauses “no protest”, for seriousness of the bid and with the indicated amount of 3% of the total contract value without VAT and bill of exchange registration certificate (**listing from NBS website, not a registration request**). The bill of exchange must be accompanied by a **copy of the certified OP form and a copy of the card of deposited signatures**, issued by the commercial bank specified by the bidder in the bill of exchange authorisation - letter. In case of change of the person authorized to represent the bill of exchange authorisation - the letter remains in force. The signature of the authorised person on the bill of exchange and the bill of exchange authorisation - the letter must be identical to the signature or signatures from the card of deposited signatures.

Along with the bid, as a guarantee for the seriousness of the bid, the bidder may submit an **unconditional** bank guarantee **collectible on first call** in the amount of 3% of the total value of the bid without VAT.

**The bidder is obliged to submit one of the listed means of security for the seriousness of the bid.**

Security for the seriousness of the bid - bill of exchange (or bank guarantee), bill of exchange authorisation, card of deposited signatures and OP form are submitted to the contracting authority in the manner described in this section, i.e., submitted to the contracting authority by the deadline for submission of bids/applications by mail, courier or directly, in an envelope or box, closed in such a way that it can be determined with certainty that it is being opened for the first time.

The term of validity of the financial security is at least 30 (sixty) days from the day of opening the bids.

If the deadlines for the selection of bidders change during the contract award procedure, the validity of the financial security must be extended.

The bidder with whom the contract will be concluded is obliged to extend the security for the seriousness of the bid until it is replaced by the security for the fulfilment of the contractual obligations.

The contracting authority shall redeem the bill of exchange given with the bid if the bidder withdraws from his bid within the validity of the bid, fails to submit evidence of fulfilment of criteria for qualitative selection of economic operator in accordance with Article 119 of the Law, unreasonably refuses to conclude a contract or does not submit security for fulfilment of contractual obligations.

At the request of the bidders who are not selected, the security will be returned immediately after the conclusion of the contract with the selected bidder.

If the bidder does not submit a bill of exchange or a bank guarantee, the bid will be rejected as unacceptable.

***MEANS OF SECURITY FOR FULFILMENT OF CONTRACTUAL OBLIGATIONS:***

The selected bidder undertakes to submit with the signed Agreement a blank promissory note or an unconditional, on the first call, collectible bank guarantee as a guarantee for the fulfilment of contractual obligations.

The bidder may submit its own blank bill of exchange, which must be recorded in the Register of Bills of Exchange and Authorisations of the National Bank of Serbia. The blank promissory note should be signed with the original signature of the person authorised to represent (not by facsimile). The bill of exchange must be accompanied by a duly completed and certified bill of exchange authorisation - letter, with clauses “no protest”, in the name of contractual obligations and with the indicated amount of 10% of the total contract value without VAT and bill of exchange registration certificate (listing from NBS website, not a registration request). The bill of exchange must be accompanied by a copy of the certified OP form and a copy of the card of deposited signatures, issued by the commercial bank specified by the bidder in the bill of exchange authorisation - letter. In case of change of the person authorized to represent the bill of exchange authorisation - the letter remains in force. The signature of the authorised person on the bill of exchange and the bill of exchange authorisation - the letter must be identical to the signature or signatures from the card of deposited signatures.

The bidder may, as a guarantee for the fulfilment of contractual obligations, submit an unconditional, on the first call collectible bank guarantee in the amount of 10% of the total contracted value without VAT.

The term of validity of the collateral is at least 30 days longer than the day of signing the Minutes on receipt.

In the event that the bidder does not fulfil its contractual obligations in all respects in accordance with the concluded contract, performs them in part or is late with the fulfilment of contractual obligations, the contracting authority will activate the collateral.

Upon fulfilment of contractual obligations, the security for the fulfilment of contractual obligations will be returned, at the request of the bidder.

**Opening of bids/applications**

**Data related to the opening of bids/applications as stated in the invitation**

Date: *(Portal withdraws the stated data)*

Place: *(Portal withdraws the stated data)*

**Information on authorised persons and opening procedure:**

The contracting authority did not exclude the public from the bid opening procedure. On the procedure page *Bids*  *Bid Opening*, the bidder can follow the countdown until the opening of bids. After the Portal opens the bids, a record on the opening of bids is formed, which can be downloaded from the page of the procedure and sent to the bidders at the same time.

**Clarifications of the offer/application, form and manner of submitting evidence**

After opening the bids/applications, the contracting authority may request additional explanations that will help it in reviewing, evaluating and comparing bids/applications, and may also perform control (insight) with the bidder or its subcontractor.

Where information or documentation submitted by an economic operator is incomplete or unclear, the contracting authority may, while observing the principles of equality and transparency, request the tenderers or candidates to supply necessary information or additional documents within an appropriate time limit which shall not be shorter than five days.

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1308/Komunikacija-naru%C4%8Dioca-i-ponu%C4%91a%C4%8Da-nakon-otvaranja-ponuda)

**Protection of rights**

The request for protection of rights may be submitted by an economic operator, i.e., a bidder who had or has an interest in awarding a contract in a specific public procurement procedure and who indicates that due to the contracting authority’s actions contrary to the PPL, the contract was damaged or LPP (hereinafter referred to as: the Applicant).

The request for protection of rights shall be submitted electronically via the Public Procurement Portal at the same time to the procuring entity and the Republic Commission for Protection of Rights in Public Procurement Procedures (hereinafter referred to as: Republic Commission), i.e., in writing, by direct delivery or registered mail to the contracting authority, in which case the applicant is obliged to submit a copy of the request to the Republic Commission.

**Applying for protection of rights electronically**

[see the general user manual for the Portal](https://gizsr.visualstudio.com/Uputstva/_wiki/wikis/Uputstva/1344/Za%C5%A1tita-prava-na-Portalu)

Steps:

* Enter the reference number of the request
* Data on the applicant, the contracting authority and the procedure for which the application is submitted are automatically withdrawn from the system
* If the applicant undertakes actions in the procedure through a proxy, it may authorise a proxy through the Public Procurement Portal
* If the request is submitted on behalf of a group of bidders, the applicant should upload the authorisation of other members of the group or an agreement which shows that he has the right to submit a request on behalf of the group.
* Define whether the request for protection of rights refers to the subject matter of procurement as a whole or to an individual lot of the subject matter of procurement (mark lots)
* Documents to download from your computer:
	+ Document of the request for protection of rights (you can also upload additional documentation with the request)
	+ Proof of payment of the fee

**Precise information on the deadline(s) for protection of rights**

A request for protection of rights may be submitted during the entire public procurement procedure, unless otherwise specified by the PPL, and no later than ten days from the date of publication on the Public Procurement Portal of the contracting authority's decision terminating the public procurement procedure in accordance with the PPL. The request for protection of rights which disputes the actions of the contracting authority in connection with determining the type of procedure, content of the public invitation and tender documentation will be considered timely if received by the contracting authority no later than three days before the deadline for submission of bids or applications. The request for protection of rights challenging the actions of the contracting authority undertaken after the deadline for submission of bids shall be submitted within ten days from the date of publication of the contracting authority’s decision on the Public Procurement Portal, or from the date of receipt of the decision in cases where publication on the Public Procurement Portal is not provided. After the expiration of the deadline for submitting the request for protection of rights, the applicant may not supplement the request by stating the reasons related to the actions that are the subject of dispute in the submitted request or disputing other actions of the contracting authority with which he was or could be acquainted before the deadline for the protection of rights, which he did not point out in the submitted request.

The request for protection of rights may not challenge the actions of the contracting authority undertaken in the public procurement procedure if the applicant was or could have known the reasons for its submission before the deadline for submission of the request, and the applicant did not submit it before the deadline. If in the same public procurement procedure a request for protection of rights has been submitted again by the same applicant, that request may not challenge the actions of the contracting authority that the applicant knew or could have known when submitting the previous request. The subject of dispute in the procedure of protection of rights may not be possible deficiencies or irregularities of the procurement documentation that are not indicated in accordance with Article 97 of the Law on Public Procurement. The Contracting Authority shall publish the notice on submitted request for protection of rights on the Public Procurement Portal no later than the day after the receipt of the request for protection of rights. Submission of the request for protection of rights delays the continuation of the public procurement procedure by the contracting authority until the end of the protection procedure. The request for protection of rights must contain the data from Article 217 of the PPL. Law on Public Procurement.

If the applicant undertakes actions in the procedure through a proxy, it shall submit the authorisation for representation in the procedure of protection of rights with the request for protection of rights. The applicant who has a permanent or temporary residence, i.e., a seat abroad, is obliged to appoint a proxy for the receipt of letters in the Republic of Serbia in the request for protection of rights, stating all data necessary for communication with the designated person.

When submitting the request for protection of rights to the contracting authority, the applicant is obliged to submit proof of payment of the fee.

Evidence is any document from which it can be determined that the transaction was performed for the appropriate amount from the article

225. The LPP and to refer to the subject request for protection of rights.

Valid proof of payment of the fee, in accordance with the Instructions on payment of the fee for submitting a request for protection of the rights of the Republic Commission, was published on the website of the Republic Commission.

The fee is 120,000 dinars.