**TENDER DOCUMENTATION MODEL**

**OPEN PROCEDURE**

**Public procurement of goods - Passenger vehicles**

*This document was developed within the project “Platform for Responsible Public Financial Management”, funded by the Swedish International Development Cooperation Agency (SIDA) and implemented by the United Nations Development Programme (UNDP).*

**TABLE OF CONTENTS:**

|  |  |  |
| --- | --- | --- |
| 1 | General information on the subject matter of procurement |  |
| 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. |  |
| 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 |  |
| 4 | Data regarding the criteria for awarding the contract |  |
| 5 | Data on the basis of which the bidders prepare the bid form |  |
| 6 | 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 |  |
| 7 | Forms of documents that are an integral part of the offer, as follows: |  |
| Form 1 - Offered price structure form, |  |
| Form 2 - Bid preparation cost form; |  |
| 8 | Contract model |  |
| 9 | Instruction to bidders on how to prepare a bid |  |

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

**Name:** Passenger vehicles

**Type of procurement subject matter:** Goods

**Description**: (*enter a short description of the procurement*)

**Other notes**: *(enter any other remarks relevant to the subject of public procurement)*

1. ***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.***

The subject matter public procurement refers to the procurement of passenger vehicles, as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Name of goods** | **Unit of measurement** | **Quantity** |
| 1 | Middle class passenger vehicle | piece | 5 |

* 1. ***DESCRIPTION OF REQUIRED TECHNICAL CHARACTERISTICS AND MINIMUM OBLIGATORY EQUIPMENT***

**Middle class passenger vehicle**

**Technical characteristics:**

|  |  |  |
| --- | --- | --- |
| **No.** | **Characteristics** | **Description** |
| **1.** | Vehicle type | passenger |
| **2.** | Body shape | limo/sedan |
| **3.** | Type of fuel | petroleum |
| **4.** | Drive | front traction |
| **5.** | Working volume of engine | up to 1600 cmm |
| **6.** | Engine power | minimum 90 kW |
| **7.** | Clutch | manual min. 5 + 1 or automatic |
| **8.** | Engine generation | EURO 6 |
| **9.** | Number of doors | minimum 4 |
| **10.** | Number of seats | 5 |
| **11.** | Wheelbase | minimum 2650 mm |
| **12.** | Vehicle length | minimum 4550 mm |
| **13.** | Vehicle height | up to 1475 mm |
| **14.** | Year of manufacture | not older than 2019 make |
| **15.** | Trunk volume | minimum 450 GB |
| **16.** | Colour | black or grey |

**Minimum mandatory equipment:**

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

**NOTE**: when contracting authorities require the submission of certificates issued by a particular conformity assessment body, they are obliged to accept certificates issued by other appropriate conformity assessment bodies.

**The Service provider undertakes to:**

* deliver vehicles with a full tank of fuel and filled with other liquids (windshield fluid, etc.);
* along with passenger vehicles, submit the accompanying documentation, as follows:
* certified service book,
* warranty card with warranty conditions,
* instructions for use and maintenance of the passenger vehicle in Serbian in printed and electronic form (on CD or DVD) and
* complete documentation necessary for the Contracting Authority for the first registration of the vehicle with the competent authorities of the Ministry of Interior (registration sheet and other necessary documentation) and perform a technical inspection of the vehicle before the first registration.

**Place of delivery**: building of the Contracting Authority in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*each contracting authority enters the place of delivery*).

**Delivery time**: maximum 60 (sixty) days from the day of concluding the contract.

**Warranty period:**

**General warranty period for the vehicle**: minimum 2 (two) years from the date of signing the Minutes of receipt of goods or a minimum of 100,000 km.

The general warranty period includes the warranty period for the delivered vehicle and the warranty period for the vehicle body.

The bidder is obliged to issue a written guarantee of the vehicle manufacturer with the delivered vehicles, which may include a longer warranty period for certain parts and assemblies of the vehicle, than the general warranty period for the vehicle.

**Deadline for reporting a defect/irregularity/deficiency within the warranty period**: a maximum of 2 (two) days from the date of the fault (fax, e-mail).

**Deadline for elimination of defects/irregularities/deficiencies within the warranty period**: if defects, irregularities and/or defects did not occur due to improper use of the vehicle, the bidder is obliged to eliminate them within a maximum of 5 (five) days from the date of response.

The authorised person of the Contracting Authority (or the commission for qualitative and quantitative acceptance appointed by the Contracting Authority) will accept the vehicle and Receipt Minutes will be made, which will be signed by the authorised person of the Contracting Authority (or members of the commission) and the authorised person of the bidder.

The signed minutes of receipt are the basis for issuing invoices to the invoice address.

The Receipt Minutes state that the delivered vehicles are in accordance with the required technical characteristics and that the accompanying documentation was submitted with the vehicles.

**NOTE:** The entire technical specification has been taken from the Public Procurement Portal. 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***

***3.1 GROUNDS FOR EXCLUSION***

**3.1.1. FINAL VERDICT FOR ONE OR MORE CRIMINAL OFFENCES**

**LEGAL BASIS:**

Article 111, paragraph 1, item 1) - the 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 operator.

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.

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 offences; 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 operator 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 operator, 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 operator.

**3.1.2. TAXES AND CONTRIBUTIONS**

**LEGAL BASIS:**

Article 111, paragraph 1, item 2) 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:**

If the economic operator 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 operator'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 ENVIORONMENTAL PROTECTION, SOCIAL AND LABOUR LAW**

**LEGAL BASIS:**

Article 111, paragraph 1, item 3) - the Contracting Authority shall exclude an economic operator from public procurement procedure if it determines that the economic operator 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 Procurements.

**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) - 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) - 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. In addition to and instead of the proposed grounds for exclusion referred to in Article 112 of the Law, the Contracting Authority may determine others.

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

**3.2.1. TECHNICAL AND PROFESSIONAL CAPACITY**

**LEGAL BASIS:**

Article 117, paragraph 1 of the 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 conditions related to **technical and professional capacity**, as follows:

1. that it is authorised to sell 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 offer 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 bidder is obliged to submit the following evidence:

1. the condition that the economic operator **is authorised to sell the offered vehicles in 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 sell 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 sell the offered vehicles in 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 economic operator 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. condition 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 in which all the required technical characteristics are marked. 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***

**Nam of subject matter**: Passenger vehicles

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

the ratio of the offered price, warranty period, average fuel consumption per 100 km and additional equipment, which are weighted based on the following criteria:

|  |  |
| --- | --- |
| **Criterion** | **Number of weights** |
| Offered price (OP) | 60 |
| General warranty period | 10 |
| Average fuel consumption per 100 km | 20 |
| Additional equipment | 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.

**Offered price (OP):**

**Note:** An example is given for an estimated value of 10,000,000.00 dinars without VAT, each client determines the weights according to its estimated value.

* the offered price up to **7,000,000.00** dinars without VAT - **60 weights**,
* **for every 100,000** dinars without VAT **more - 1 weight less**, for example:
* the offered price from 7,000,000.01 to 7,100,000.00 - 59 weights
* the offered price from 7,100,000.01 to 7,200,000.00 - 58 weights
* the offered price from 7,800,000.01 to 7,900,000.00 - 51 weights
* the offered price from 8,200,000.01 to 8,300,000.00 - 47 weights
* the offered price from 8,300,000.01 to 8,400,000.00 - 46 weights
* the offered price from 8,400,000.01 to 8,500,000.00 - 45 weights
* the offered price from 9,000,000.01 to 9,100,000.00 - 39 weights
* the offered price from 9,100,000.01 to 9,200,000.00 - 38 weights
* the offered price from 9,900,000.01 to 10,000,000.00 - 30 weights

**General warranty period (GWP):**

|  |  |
| --- | --- |
| Offered duration of the general warranty period | Number of weights |
| 2 years or 100,000 km | 0 |
| 3 years or 150,000 km | 3.5 |
| 4 years or 200,000 km | 7 |
| 5 and more years or 250,000 or more km | 10 |

**Average fuel consumption per 100 km (AF):**

|  |  |
| --- | --- |
| Average fuel consumption per 100 km | Number of weights |
| Over 10l | 0 |
| 8.1 to 10l | 10 |
| up to 8l | 20 |

**Additional equipment (AE):**

|  |  |  |
| --- | --- | --- |
| **Additional equipment:** | **Number of weights** | |
| **Possesses** | **Does not possess** |
| Reverse parking assistance | 5 | 0 |
| Electrically adjustable and foldable exterior mirrors with heaters 50 | 5 | 0 |

**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 + GWP + AF + AE

**Note:** Each contracting authority, in addition to and instead of the proposed elements of the criteria, may use other elements in accordance with Art. 132 and 133 of the Law.

## Reserve criteria 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 will be selected as the most advantageous one.

If even after the application of the above-mentioned reserve criterion, it is not possible to make a decision on the award, the contracting authority will award the contract to the bidder who offers a shorter response period after reporting the defect/irregularity/deficiency within the warranty period.

If even after the application of the above reserve criteria it is not possible to make a decision on the award, the Contracting Authority will award the contract to the bidder who offers a shorter period for elimination of defects/irregularities/deficiencies within the warranty period.

**Application of the draw**

If, after ranking on the basis of the award criteria and the reserve criteria (if defined), 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 criteria (if they are defined).

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***

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 30 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.

## 

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***

**Note:**

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 contracting 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***

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **1** | | **2** | **3** | **4** | **5** | **6** | **7 (4x5)** | **8 (4x6)** | **9.** | | **10.** |
| **Name of goods** | | **Manufacturer, country of origin and commercial designation of the vehicle** | **Unit of measurement** | **Quantity** | **Unit price without VAT** | **Unit price with VAT** | **Total value without VAT** | **Total value with VAT** | **Delivery**  **(%)** | | **Other costs**  **(%)** |
| Middle class passenger vehicle | |  | piece | 5 |  |  |  |  |  | |  |
| ***INSTRUCTION FOR COMPLETING THE FORM OF THE STRUCTURE OF THE OFFERED PRICE***  The data contained in the form of the structure of the offered price shall be entered according to the description specified in the Technical Characteristics (Specifications) - Section 2 and the following instructions:   * in column 2 - enter the name of the manufacturer and the country of origin of the offered good as well as the commercial designation of the vehicle * in column 5 - unit price (excluding VAT); * in column 6 - unit price (including VAT); * in column 7 - total value (excluding VAT); * in column 8 - total value (including VAT); * in column 9 - the data is expressed as a percentage. * in column 10 - the data is expressed as a percentage and it refers to customs costs, transport insurance, freight forwarder services, preparation of vehicles for delivery, technical inspection of vehicles before first registration, full fuel tank and other liquids for the vehicle. | | | | | | | | |

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***

***PUBLIC PROCUREMENT CONTRACT***

**Entered into by and between:**

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

and

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

|  |
| --- |
| The Contracting Parties hereby agree   * That the Buyer, 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**; * that the Seller has submitted Bid no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_. \_\_\_ 2020 (hereinafter referred to as: Bid and Technical Specification (hereinafter referred to as: Specification), given in the attachment and making an integral part of this contract. |

**Article 1**

The subject matter of this contract is the purchase and sale of **passenger vehicles** (hereinafter referred to as: vehicles), and in all respects according to the Offer and Specification.

**Article 2**

The total value of the contract is \_\_\_\_\_\_\_\_\_\_ dinars without VAT, or \_\_\_\_\_\_\_\_\_\_\_ dinars with VAT.

The price is given on the parity of the FCO location of the Buyer’s facility and includes the price of vehicles and equipment, customs, transport insurance, freight forwarder services, preparation of vehicles for delivery, technical inspection of vehicles before first registration, full tank of fuel and other liquids for vehicle and all other ancillary and dependent costs.

The price is fixed and cannot be changed.

**Article 3**

The seller undertakes to deliver the vehicles within \_\_\_\_\_ days (maximum 60 (sixty) days) from the day of concluding the contract at the Buyer's facility in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Each customer enters the city, address where the facility is located).

The buyer reserves the right to change the address of the place of delivery from the previous paragraph of this article.

The goods must be brand new, without any damage, manufacturing defects and fully meet the requirements of the Specification.

The seller undertakes to:

* deliver vehicles with a full tank of fuel and filled with other liquids (windshield fluid, etc.);
* submit accompanying documentation with passenger vehicles, as follows:
* certified service book,
* warranty card with warranty conditions,
* written guarantee from the vehicle manufacturer,
* instructions for use and maintenance of the passenger vehicle in Serbian in printed and electronic form (on CD or DVD) and
* complete documentation necessary for the Buyer for the first registration of the vehicle with the competent authorities of the Ministry of Interior (registration sheet and other necessary documentation) and perform a technical inspection of the vehicle before the first registration.

**Article 4**

The authorised person of the Buyer (or the commission for qualitative and quantitative acceptance appointed by the Buyer) will accept the vehicle and the Receipt Minutes will be made, which will be signed by the authorised person of the Buyer (or members of the commission) and the authorised person of the Seller.

The minute of receipt is the basis for issuing invoices to the invoice address.

The Receipt Minutes state that the delivered vehicles are in all respects in accordance with the requirements of the Specification and that the accompanying documentation was submitted with the vehicles.

In the case when the authorised person of the Buyer (or the commission for qualitative and quantitative acceptance appointed by the Buyer) determines that the quantity or quality of delivered goods does not correspond to the agreed, does not make Receipt Minutes, but makes and signs a complaint record that is, in which the delivered goods are not in accordance with the agreed.

The Seller is obliged to eliminate the defects listed in the Complaint Minutes within 10 (ten) days and deliver the vehicles in all respects in accordance with the Specification, Bid and Contract.

After eliminating the shortcomings, the Minutes of Receipt will be made and signed.

**Article 5**

The Buyer undertakes to pay the agreed price to the Seller within a maximum of 45 (forty-five) days from the date of receipt of the invoice, based on the signed Minutes of Qualitative and Quantitative Receipt and submitted collateral to meet contractual obligations and eliminate defects within the warranty period.

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

Invoice address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter invoice address of the Buyer*).

In addition to other data, the invoice must contain the Contract number, account number, current account of the Seller, reference number \_\_\_ (insert reference number) and Tax identification number of both parties. The Buyer’s tax identification number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (enter the tax identification number).

**Article 6**

In case the Seller hires a subcontractor:

The Seller is fully responsible to the Buyer for the fulfilment of obligations under this framework agreement and in the case of entrusting certain obligations to a subcontractor:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Street \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ No. \_\_\_, tax identification number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registration number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Street \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ No. \_\_\_, tax identification number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registration number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

The seller will hire the specified subcontractor(s) to perform the following obligations:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (by subject matter or in quantity), worth \_\_\_\_\_\_\_\_\_\_\_\_\_\_ or \_\_\_\_ %,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (by subject matter or in quantity), worth \_\_\_\_\_\_\_\_\_\_\_\_\_\_ or \_\_\_\_ %,

The subcontractor requires/does not require the Seller to be paid directly the due receivables for the part of the contract that it has executed.

**Article 7**

The general warranty period is \_\_\_\_ years (minimum 2 (two) years) or \_\_\_\_\_\_\_\_\_\_\_\_\_ km (minimum 100,000 km) from the date of signing the Receipt Minutes.

The general warranty period includes the warranty period for the delivered vehicle and the warranty period for the vehicle body.

The seller undertakes to respond after reporting the defect / irregularities / defects within the warranty period within \_\_\_\_ days (maximum 2 (two) days) from the date of reporting the defect (fax, e-mail).

The Seller undertakes to eliminate the defect, irregularities and / or defects within the warranty period within \_\_\_ days (maximum 5 (five) days) from the date of response, if they are not caused by improper use of the goods.

**Article 8**

**Means of security for fulfilment of contractual obligations:** The Seller 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 seller 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 certified by stamp and signed by the person authorised to represent with the original signature (not a 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 the website of the National Bank of Serbia, 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 seller 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 Seller 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 Seller 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 Seller.

**Means for rectifying defects within the warranty period:**

The Seller is obliged to submit its own blank bill of exchange for eliminating deficiencies within the warranty period at the time of signing the Receipt Minutes, 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.

The bill of exchange must be accompanied by a duly completed and signed bill of exchange authorisation - letter, with “no protest” clauses, in the name of contractual obligations and with the indicated amount of 10% of the total value of the framework agreement without VAT with a validity of 5 days longer than the agreed warranty period, determined on the basis of the last signed Minutes on qualitative and quantitative receipt and confirmation of registration of the bill of exchange (listing from the website of the National Bank of Serbia, as proof that the bill of exchange is registered). 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.

After the expiration of the warranty period, the collateral will be returned, at the request of the seller.

**Article 9**

For all observed defects - hidden defects, which were not visible at the time of receipt, the Buyer shall submit the Complaint Minutes to the Supplier no later than 8 (eight) days after the identification of defects.

The Seller undertakes to eliminate the defects or replace the defective vehicles with vehicles of the agreed quality without defects no later than 10 (ten) days after receiving the complaint.

**Article 10**

If the Seller does not fulfil its contractual obligations in accordance with the deadline referred to in Article 3, paragraph 1, Article 4, paragraphs 3 and 4 and Article 9, paragraph 2 of this contract, is obliged to pay the Buyer for each day of delay in the name of the contractual penalty the amount of 0.5% without VAT.

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 20% of the total contracted value excluding VAT.

**Article 11**

The provisions of the Law on Contract and Torts, as well as other valid regulations governing this matter, will apply to everything that is not regulated by this contract.

**Article 12**

The contract enters into force on the day of signing by both parties and is valid until all contractual obligations are met.

**Article 13**

All possible disputes of the contracting parties will be resolved amicably, otherwise the court in Belgrade has the jurisdiction.

**Article 14**

This contract is made in 6 (six) identical copies, of which each contracting party keeps 3 (three).

*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.*

**SELLER BUYER**

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

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** |
| 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**

**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 contracting authority 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 instructions for users of 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 the procedure**

[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**

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 business 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 has defined that it requires the following documents in addition to the bids/applications for the item/lot.

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

**- Technical characteristics:**

**- 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 authorisation - 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.**

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: *(Portal withdraws the stated data)*

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.

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.

**Application of the draw**

If, after ranking on the basis of the award criteria and the reserve criteria (if defined), 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 criteria (if they are defined).

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.

**Deadline and method of payment**

**Manner and deadline of payment**: within a maximum of 45 (forty-five) days from the date of receipt of the invoice, based on the signed Minutes of receipt of goods and submission of collateral for fulfilment of contractual obligations and elimination of deficiencies within the warranty period.

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

## PROCUREMENT REQUIREMENTS:

* 1. The bidder is not allowed to request an advance.
  2. Place of delivery: building of the Contracting Authority in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*each contracting authority enters the city, address where the building is located*).
  3. Delivery time: maximum 60 (sixty) days from the day of concluding the contract.
  4. Warranty period

General warranty period for the vehicle: minimum 2 (two) years from the date of signing the Minutes of receipt of goods or a minimum of 100,000 km.

The general warranty period includes the warranty period for the delivered vehicle and the warranty period for the vehicle body.

The bidder is obliged to issue a written guarantee of the vehicle manufacturer with the delivered vehicles, which may include a longer warranty period for certain parts and assemblies of the vehicle, than the general warranty period for the vehicle.

* 1. Deadline for reporting a defect/irregularity/deficiency within the warranty period: a maximum of 2 (two) days from the date of the fault (fax, e-mail).
  2. Deadline for elimination of defects/irregularities/deficiencies within the warranty period: if defects, irregularities and/or defects did not occur due to improper use of the vehicle, the bidder is obliged to eliminate them within a maximum of 5 (five) days from the date of response.

**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)

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## INFORMATION ON SECURITY MEANS:

***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 (bid bond) - bill of exchange (or bank guarantee), bill of exchange authorisation, card of deposited signatures and OP form, are attached in pdf format (uploaded) to the Public Procurement Portal, while the original security for the seriousness of the bid warranty) shall be submitted to the contracting authority in the manner described in item 5.2 of this section.

The term of validity of the financial security is at least 60 (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 certified by stamp and signed by the person authorised to represent with the original signature (not a 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 the website of the National Bank of Serbia, 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.

***MEANS FOR RECTIFYING DEFECTS WITHIN THE WARRANTY PERIOD:***

The selected bidder is obliged to submit **its own blank bill of exchange for eliminating deficiencies within the warranty period at the time of signing the Receipt Minutes, 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.

The bill of exchange must be accompanied by a duly completed and signed bill of **exchange authorisation - letter**, with “no protest” clauses, in the name of contractual obligations and with the indicated amount of 10% of the total value of the framework agreement without VAT with a validity of **5 days longer than the agreed warranty period**, determined on the basis of the last signed Minutes on qualitative and quantitative receipt and confirmation of registration of the bill of exchange (listing from the website of the National Bank of Serbia, as proof that the bill of exchange is registered). 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.

After the expiration of the warranty period, the collateral 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 contracting authority 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

withdraw 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.