TENDER DOCUMENTATION MODEL OPEN PROCEDURE

Public procurement of goods –

# MUNICIPAL ELECTRIC VEHICLE

**(Tanker)**

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### GENERAL INFORMATION ON THE SUBJECT MATTER OF PROCUREMENT

**Name:** Municipal electric vehicle (tanker)

## Type of procurement subject matter: Goods

**Description:** The public procurement is conducted for the purpose of concluding a public procurement contract

**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 PPL (Article 146 paragraph 3 of the* *PPL), etc.)*

1. ***TYPE, TECHNICAL CHARACTERISTICS (SPECIFICATIONS), QUALITY, QUANTITY AND DESCRIPTION OF GOODS, METHOD OF***

***CONDUCTING THE CONTROL AND SECURING THE QUALITY ASSURANCE, DEADLINE***

***OF DELIVERY, PLACE OF DELIVERY, POSSIBLE ADDITIONAL SERVICES, ETC.***

The technical specifications provide the minimum characteristics of the vehicle to be purchased, and bidders will submit documents confirming that the vehicle meets the required characteristics.

Technical characteristics of the goods to be purchased:

Subject matter of procurement: Municipal electric vehicle (tanker)

The vehicle offered must be new. unused, with all new construction and brand-new parts installed. which are registered for the first time after delivery.

The offered vehicle must meet the conditions prescribed by 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, 102/201, 19/2013, 41/2013, 102 /2014, 78/2015, 111/2015, 14/2016, 108/2016, 7/2017, - corrected, 63/2017, 45/2018, 70/2018, 95/2018, 104/2018, 93/2019, 2/2020 - corrected and 64/2021) and the

41/2009, 53/2010, 101/2011, 32/2013 - decision of the Constitutional Court, 55/2014, 96/2015- as amended, 9/2016 - decision of the Constitutional Court, 24/2018, 41/2018, 87/2018, 23/2019 and 128/2020, hereinafter referred to as the Rulebook).

All materials from which the vehicle is made (and parts) must not harm the health of those who are in contact with it.

**A new mass-produced vehicle** must comply with uniform technical conditions, in accordance with homologation regulations.

A new individual or small-batch manufactured vehicle must meet the requirements of the aforementioned Rulebook, with the fact that the installed parts and equipment must comply with uniform technical regulations.

The offer must correspond in all respects to the needs and requirements of the Contracting Authority.

# TECHNICAL CHARACTERISTICS:

* Maximum voltage up to 48V
* The capacity of the pure water tank is at least 1500 litres
* Steering on all four wheels
* Appropriate batteries with a capacity of no less than 800 Ah
* Exclusive electric drive for both movement and washing systems
* Autonomy of work with a full battery for at least 8 hours

**Dimensions and weights:**

Length: min. 4,100 - max. 4,200 mm

Width excluding washing bar: min. 1,200 - max. 1,300 mm

Height: min. 2,100 - max. 2,200 mm

Wheelbase: min. 1,650 - max. 1,700 mm

Front overhang (with washing bar): min. 1,700 mm - max. 1,800 mm Rear overhang: min. 650 - max. 700 mm

Vehicle clearance: min. 390 - max. 400 mm

Weight of vehicle with batteries (curb weight): min. 2,800 kg - max. 2,850 kg

Drive: rear (reducer motor, one on each drive wheel)

Suspensions: independent suspension on all four wheels

Transmission: energy recovery system during deceleration and braking.

Steering: front axle steering during transport, four-wheel steering during operation.

Brakes:

* drum brakes on the front wheels
* disc brakes immersed in oil on the rear wheels
* electro-mechanical parking brake that works on the electric motors of the rear wheels, one-way brake in case of emergency
* electronic hill start assist system that automatically holds the brake on the machine when it stops on a slope while driving, for maximum ease and safety when starting uphill.

Washing system:

That it consists of a water pump driven by an adequate electric motor, with a power not less than 60 bar.

- Possibility of pressure control from the cabin.

- The width of the sprinkler bar must not be less than 1,600 mm

-The bar can be moved up and down and tilted left and right from the cabin using a joystick. Washing bar:

- It should have an anti-collision system to avoid damage when encountering an obstacle.

Water tank:

-Water level and reserves can be monitored using an indicator built into the cabin.

Cabin:

must be made of aluminium, tiltable, must have 2 seats: driver and passenger, with adjustable anatomical seat, complete with safety belt, side doors with windows that can be opened, electric air conditioning and heating system with PM10 particle filtration system.

- The cabin must have a panoramic windshield with wipers and an electric washing system; there must be a glass inspection hatch on the cabin floor that can be opened to inspect the washing unit during operation.

Battery chargers:

A suitable battery charger must be delivered separately with the vehicle.

J1CD monitor + rear camera:

the tanker should be equipped with an LCD monitor installed in the cabin and a rear colour camera.

Lubrication system: the vehicle - tank truck should be equipped with a centralised lubrication system.

Speed ​​during washing: between 0 and 10 km/h;

Driving speed: maximum speed of movement not less than 24 km/h; Minimum washing width: 2,000 mm.

Disinfectant dosing system with a capacity of at least 12 L. Spare wheel

Quality

The offered good must meet all the requirements of the technical characteristics (technical specifications).

Warranty period:

* + The minimum warranty period is a minimum of 24 months and starts from the day of delivery and the signed record of handover of the procurement item.
	+ During the warranty period, the offeror is obliged to intervene to eliminate the defect within 24 hours of receiving a written notice of the defect.

Documents that are a mandatory part of the bid:

a) Authorisation or confirmation of the vehicle manufacturer (or the manufacturer’s authorised representative for the territory of the Republic of Serbia) issued to the bidder that he can offer their vehicle in the procedure of this public procurement. If the authorisation is submitted by the authorised representative of the manufacturer for the territory of the Republic of Serbia, it is necessary to attach a valid contract between the authorised representative for the defined territory and the vehicle manufacturer.

b) List of authorised services for the offered vehicles, in the territory of the Republic of Serbia, with addresses and contact telephone numbers, issued by the manufacturer (or the manufacturer’s authorised representative for the territory of Serbia)

c) Technical description of the offered vehicle issued by the vehicle manufacturer, from which the fulfilment of all technical requirements can be clearly determined. The technical description must necessarily contain the public procurement procedure number, as well as the type and model of the vehicle offered. If the catalogue is submitted, and it does not contain all the necessary information to determine the fulfilment of the conditions from the technical specification prescribed by the Contracting Authority, the bidders are obliged to submit a supplement catalogue, signed by an authorised person of the manufacturer, which will include information that is not in the catalogue.

If the technical catalogue is given in a foreign language. those parts of the catalogue that refer to the fulfilment of the conditions required by the technical specification must be translated and certified with the seal of the bidder. The translation must be certified by a certified court interpreter/translator.

**DOCUMENTATION AND EQUIPMENT SUPPLIED DURING THE HANDOVER**

1. Instruction for handling and maintenance
2. Warranty card with warranty conditions
3. Hydraulics plan and electrical diagram
4. Catalogue of spare parts
5. If it is possible to use the catalogue via the Internet, the minimum period of use and updating must be 10 (ten) years. If a printed version is delivered or on a CD, the supplier is obliged to deliver supplements quarterly (if any)
6. Key min. 2 pcs
7. Registration sheet

## Quality control:

The Contracting Authority has the right to, during delivery, check the delivered Vehicle by direct observation by comparing the characteristics required by the Technical Documentation with the characteristics of the delivered Vehicle, about which, in the event of deficiencies, Minutes will be drawn up signed by the present representatives of the contracting parties.

In the event of possible physical damage or other defects noted in the Record from paragraph 1 of this article, the Supplier is obliged to, without delay, and no later than

3 days from the date of drawing up the Minutes, remove the defects or deliver another Vehicle of suitable quality, at your own expense.

In the event of a quality complaint, the Contracting Authority has the right to delay payment until the defects are eliminated.

If defects are found after delivery, which could not be detected by a normal inspection (hidden defects), the Contracting Authority will make a Record of Complaint without delay, and inform the Supplier about it within 3 days at the latest from the day of learning about the defects.

If the Supplier does not eliminate the defects from the previous paragraph of this article even within 3 days from the date of receipt of the Contracting Authority's repeated invitation, or does not deliver a new Vehicle within the time limit set by the Contracting Authority, the Contracting Authority has the right to activate the means of security for the successful execution of the work, in which case The Supplier undertakes to provide a new means of security without delay, and no later than within 3 days from the date of receipt of the Contracting Authority’s invitation, for the sake of the execution of the work.

Proof of quality receipt of the delivered Vehicle is the Record of Handover.

# 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 FULFILLMENT OF THESE

**CRITERIA**

* 1. ***EXCLUSION GROUNDS***

## 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 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: The legal persons 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).

1. 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.
2. 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.
3. 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 business entity 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.

## Taxes and contributions

**Legal basis:**

Article 111, paragraph 1, item 2) of the PPL - the Contracting Authority is obliged to exclude an economic operator from the 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 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 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 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 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.

## 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 the public procurement procedure in the period of the previous two

years up to the date of expiry of the time limit for submission of tenders, i.e., requests, violated applicable obligations in the area of the environmental protection, social and labour law, including collective agreements, and in particular the obligation to disburse the contracted wages, or other compulsory payments, including obligations in accordance with the provisions of the 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.

## 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 item 3 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.

## 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. 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.

* 1. ***ECONOMIC OPERATOR SELECTION CRITERIA***

## Quality Assurance Systems and Environmental Management Standards Legal basis:

Article 126 of the

PPL - If the Contracting Authority requests, for the purpose of proving criteria for qualitative selection submission of certificates from independent bodies confirming the compliance of the business entity with certain quality assurance standards, including accessibility for persons with disabilities, is obliged to refer to quality assurance systems based on the appropriate standards confirmed by accredited bodies.

## Condition:

That the bidder has the certificate ISO 14001 - Environmental Management System ISO 9001 - Quality Management System,

## 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.

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.

## This criterion is proven by:

A copy of a valid certificate.

Until the date of accession of the Republic of Serbia to the European Union, the Contracting Authority is obliged to recognise equivalent certificates of bodies established in the member states of the European Union or certificates of bodies established in other countries.

The Contracting Authority is obliged to recognise equivalent certificates of bodies established in the member states of the European Union.

The Contracting Authority is obliged to accept evidence of equivalent environmental management measures if the business entity obviously does not have access to certificates or for objective reasons cannot obtain these certificates within the appropriate period, provided that it proves that these measures are equivalent to the required environmental management systems or standards.

## Technical means and measures for quality assurance

**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.

## Condition:

That the bidder at the moment of submitting the bid (in possession, based on the rental agreement, leasing) has at least 1 (one) service vehicle with a valid registration

## 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.

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.

## This criterion is proven by submitting:

1. Copies of the read traffic license and copies of the printed image of the vehicle’s registration sticker showing the vehicle's registration number and the expiration date of the registration. If the bidder is not the owner of the vehicle, it is necessary to submit, in addition to the above, a copy of the proof of the legal basis for using the vehicle (rental agreement, leasing agreement)

# DATA REGARDING THE CRITERIA FOR AWARDING THE CONTRACT

The contract will be awarded to the most economically advantageous offer based on price criteria. Eligible bids will be automatically ranked.

Other procurement requirements (not listed above as criteria) Name: Delivery term

Unit of measurement: day

Maximum allowed value: 365.00

Name: Warranty period Unit of measure: month Limitations:

Minimum allowed value: 24.00

Reserve criteria

In a situation where there are two or more offers with the same offered price, the Contracting Authority will choose the most favourable offer by choosing the offer of the bidder who offered a longer warranty period.

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 will be drawn by lot. The Contracting Authority shall notify in writing all bidders who have submitted bids of the date when the draw will take place. Only those offers that have the same number of weights and the same delivery date will be included in the draw. The Contracting Authority will draw by draw 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 one paper and one in accordance with the order of the drawn names of the bidders, the ranking of bids will be performed, i.e., the bidder whose name will be on the first drawn paper will be the first ranked bidder.

The Contracting Authority will submit to the bidders who do not attend this procedure the minutes from the draw by draw.

**Note:** The Contracting Authority may define the draw procedure in another way.

# 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 30 days;
3. subject matter of public procurement:
4. price
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

# DATA ON THE BASIS OF WHICH THE BIDDERS PREPARE THE FORM OF THE STATEMENT ON FULFILLMENT 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 operator is automatically formed on the Portal on the basis of the data entered by the Contracting Authority in the step: The criteria for qualitative selection of 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 Contracting Authority 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.

*Tender documentation model - municipal electric vehicle*  17

1. **OFFERED PRICE STRUCTURE FORM**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Name of goods | Unit of measurement | Quantity | Price per unit of measurement without VAT | Price per unit of measurement with VAT | Total price without VAT | Total price with VAT  | Manufacturer’s name type and model |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Municipal electric vehicle (tanker) (In everything according to conditions and requirementscontained in the Technical Specification  | piece | 1 |  |  |  |  |  |
| **TOTAL VALUE:** |  |  |  |

***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) and the following instructions:

* in column 4 - enter the unit price (without VAT)
* in column 5 - enter the unit price (with VAT)
* in column 6 - enter the total price (without VAT)
* in column 7 - enter the total price (with VAT)
* in column 8 - enter the name of the manufacturer

# 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.**

# CONTRACT MODEL

|  |
| --- |
| ***CONTRACTING AUTHORITY:*** |
|  |
| with seat at , Street no. |
| tax identification number: ; registration number: represented by (hereinafter referred to as: Contracting Authority) |

and

................................................................................................

with seat in ............................................, street . ..................................... tax identification number:........... ...... ......... Registration number: ........................................

Account number: ............................................ Bank name:

Phone:............................Telefax:................... ................................................ represented by ................................................. ..................

(hereinafter referred to as: Supplier),

**CONTRACT NUMBER**

**Procurement of a municipal electric vehicle (tanker)**

# THE CONTRACTING PARTIES AGREE THAT:

* The Contracting Authority conducted an open public procurement procedure - Procurement of a municipal electric vehicle (tanker) Public procurement number in all respects in accordance with the Law on Public Procurement (“Official Gazette of the Republic of Serbia”, No. 91/2019),
* Through the Public Procurement Portal, the supplier submitted the Offer number of

 , registered with the Contracting Authority under the number of , in all respects in accordance with the Tender documentation for public procurement.

* The Contracting Authority selected the Supplier based on the Report of the Commission for Public Procurement no.

 of , by the Decision on awarding the contract number of

 in all respects in accordance with the Law on Public Procurement ("Official Gazette of the Republic of Serbia”, No. 91/19).

*(variant: joint offer)*

* + The supplier is the job holder of the following group of bidders. *Bidders who submit a joint bid are liable unlimitedly jointly and severally with the Contracting Authority.*

*(variant: offer with subcontractor)*

* + The supplier submitted *the offer with the following subcontractors*
	+ The supplier entrusted the following part of the procurement to  *subcontractor .* The Supplier is fully responsible to the Contracting Authority for the performance of contractual obligations, regardless of the number of subcontractors.

# SUBJECT-MATTER OF THE AGREEMENT

Article 1

The subject matter of this contract is the purchase of a municipal electric vehicle (tanker) (hereinafter referred to as the contract: Vehicle), with the delivery F-co sea of the Contracting Authority, in all respects according to the Technical Specification contained in the Tender Documentation (hereinafter referred to as the Technical Specification) and the adopted Offer Supplier number , of , received from the Contracting Authority under number , of , (hereinafter referred to as Supplier’s Offer), which form an integral part of this contract.

# PRICE

## Article 2

The price of the Vehicle referred to in Article 1 of this contract with delivery totals dinars without VAT and was formed according to market conditions on the day of submission of the offer.

The price referred to in paragraph 1 of this article includes delivery and all dependent and usual accompanying costs of the Supplier.

VAT is not included in the price referred to in paragraph 1 of this article.

By paying the price referred to in paragraph 1 of this article, the Contracting Authority has settled all obligations towards the Supplier.

# TERMS AND METHOD OF PAYMENT

Article 3

The Contracting Authority undertakes to pay the agreed price, including VAT in the amount of % (if it is calculated) to the supplier after delivery, by payment to the current account of the supplier no.

 , at the bank, within 45 days from the date of receipt of the correct invoice that the Supplier will deliver to the Contracting Authority.

The Supplier undertakes to issue an invoice and deliver it to the Contracting Authority immediately, and no later than within 3 days from the date of issue.

Proof of the quality receipt of the delivered Vehicle at the Contracting Authority headquarters is the Record of the Handover of the Vehicle signed by the present representatives of the Contracting Authority and the Supplier, which in particular contains the name of the delivered Vehicle, a statement on the functional test performed and the verbal instructions for handling and maintenance given by the service technician, operator, number contract.

When delivering the vehicle, the Supplier is obliged to submit the following documentation:

* Instruction for handling and maintenance
* Service book and warranty card with warranty conditions
* Hydraulics plan and electrical diagram
* Catalogue of spare parts
* If it is possible to use the catalogue via the Internet, the minimum period of use and updating must be 10 (ten) years. If a printed version is delivered or on a CD, the supplier is obliged to deliver supplements quarterly (if any)
* Key min. 2 pcs
* Registration sheet

The documentation from the previous paragraph of this article forms an integral part of the Record of Vehicle Handover.

The subject of this public procurement is entirely financed from the financial resources determined in the proposal for a year.

# DEADLINE AND METHOD OF EXECUTION OF THE CONTRACT

Article 4

The Supplier undertakes to deliver the Vehicle that is the subject matter of this contract to the Contracting Authority within

days (*max.* *365 days, taken from the offer*), from the day of conclusion of the contract.

The supplier undertakes to make the delivery in accordance with positive legal regulations, norms and standards, the use of which is mandatory, acts and instructions of the Contracting Authority and in accordance with this contract, respecting the rules of the profession, professionally and conscientiously.

Article 5

The deadline referred to in Article 4 of this contract may be extended by an annex to this contract in the following cases:

* natural events that have the character of *force majeure*,
* termination of the implementation of the contract as a consequence of the measures provided for by acts of state bodies,
* extraordinary social events that are determined by law as *force majeure*,
* social phenomena and other circumstances caused by decisions of state authorities or acts of competent authorities, for which the Supplier is not responsible.

In the event of the occurrence of the circumstances from the previous paragraph, the contractual party requesting the amendment of the Agreement is obliged to prove the validity of that request.

The request for extension of the deadline for execution of the contract shall be submitted by the Supplier to the Contracting Authority in writing, within 3 (three) days from the day of becoming aware of the occurrence of the circumstances referred to in paragraph 1 of this Article.

Changes to the contract cannot be requested due to extraordinary circumstances that occurred after the expiration of the deadline for the implementation of the contract.

# QUALITY CONTROL/WARRANTY PERIOD

Article 6

The Contracting Authority has the right to, during delivery, check the delivered Vehicle by direct observation by comparing the characteristics required by the Technical Documentation with the characteristics of the delivered Vehicle, about which, in the event of deficiencies, Minutes will be drawn up signed by the present representatives of the contracting parties.

In the event of possible physical damage or other defects noted in the Minutes referred to om paragraph 1 of this article, the Supplier is obliged to, without delay, and no later than within 3 days from the date of drawing up the Minutes, remove the defects or deliver another Vehicle of appropriate quality, at its own expense.

In the event of a quality complaint, the Contracting Authority has the right to delay payment until the defects are eliminated.

If defects are found after delivery, which could not be detected by a normal inspection (hidden defects), the Contracting Authority will make a Record of Complaint without delay, and inform the Supplier about it within 3 days at the latest from the day of learning about the defects.

If the Supplier does not eliminate the defects from the previous paragraph of this article even within 3 days from the date of receipt of the Contracting Authority's repeated invitation, or does not deliver a new Vehicle within the time limit set by the Contracting Authority, the Contracting Authority has the right to activate the means of security for the successful execution of the work, in which case the Supplier undertakes to provide a new means of security without delay, and no later than within 3 days from the date of receipt of the Contracting Authority’s invitation, for the sake of the execution of the work.

Proof of the quality receipt of the delivered Vehicle is the Handover Record from Article 3, Paragraph 3 of this contract.

Article 7

The Supplier guarantees the quality of the Vehicle within year (min. 24 months) from the day of handover, during which time it guarantees the elimination of all defects that make it difficult and/or impossible to use the delivered Vehicle.

The supplier is obliged to remove all possible defects within the warranty period referred to in paragraph 1 of this article immediately without compensation, upon the first call of the Contracting Authority, and no later than within 24 hours from the day of receipt of the call by e-mail.

If the Supplier does not remedy the defects within the warranty period even within 3 working days from the date of receipt of the Contracting Authority’s repeated call, the Contracting Authority has the right to activate the means of security for the removal of defects within the warranty period.

If during the warranty period referred to in paragraph 1 of this article defects or deficiencies are established that prevent or reduce the suitability of the delivered Vehicle for regular use, the Supplier is

obliged to replace the unusable Vehicle with a new one within the time limit set by the Contracting Authority, in which case the new warranty period begins on the day of delivery of the Vehicle of appropriate quality.

# SUPPLIER’S OBLIGATIONS

Article 8

During the performance of this contract, the supplier is obliged to inform the Contracting Authority of all circumstances that he knew or should have known, which may be of importance for the performance of the contractual obligation. Otherwise, if during the exploitation of the Vehicle that is the subject of this contract defects are established as a result of an error or misjudgement of the Supplier, the Supplier is responsible for the damage that the Contracting Authority would suffer in that case.

The Supplier undertakes to provide training to the Employer's employees, namely:

* operator (4 operators), as well as
* technical staff who will maintain the vehicle: car mechanic, car electrician, electronics technician, hydraulic technician.

Article 9

The supplier undertakes not to use confidential information obtained in connection with the execution of this contract for other purposes, except for the fulfilment of contractual obligations, as well as not to disclose it to a third party, unless it is necessary for the execution of the subject of this contract, with prior consent of the Contracting Authority.

The obligation referred to in paragraph 1 of this article does not apply to information that the Supplier is obliged to communicate in accordance with positive legal regulations.

In the event that confidential information is disclosed without the prior consent of the Contracting Authority, the Supplier is obliged to inform the Contracting Authority without delay, and in the event that the Contracting Authority suffered damage on that occasion, the Supplier is obliged to compensate it.

# OBLIGATIONS OF THE CONTRACTING AUTHORITY

Article 10

The Contracting Authority undertakes to provide the necessary conditions for the handover of the Vehicle and the presence of the vehicle operator during the handover, in order to perform a functional test and receive oral instructions for handling and maintenance from the service technician.

The Contracting Authority undertakes to designate a person to carry out on behalf of the Contracting Authority constant oral consultations with the Supplier, control over the execution of this contract, reporting of defects, etc., as well as to issue the Supplier’s invoice and initial it, thus confirming that the subject of this contract has been performed under the agreed conditions and on contracted way.

# COMPENSATION FOR DAMAGES

Article 11

The Supplier is obliged to compensate the Contracting Authority for damage caused to the Contracting Authority’s property through his own fault or gross negligence.

If, during the implementation of this contract, the Contracting Authority suffers damage as a result of the Supplier’s failure to fulfil the contractual obligations, the Supplier is responsible for the damage suffered by the Contracting Authority in that case and is obliged to compensate it.

The contracting parties agree that in the event of damage from paragraph 1 of this article, the joint commission will determine the possible responsibility of the Supplier, the scope and amount of damage, which will be recorded.

# CONTRACTUAL PENALTY

Article 12

The Contractors agree that the Contractor is obliged to pay the Contracting Authority an amount of 0.5% of the total contracted value of the Vehicle for each day of delay, if he does not make the delivery within the agreed time due to his own fault, with the fact that the total amount of the contractual penalty cannot exceed 5% of the total contracted value.

Upon receipt of the late delivery, the Contracting Authority shall deliver to the Supplier a written Notice that it reserves the right to a contractual penalty, which the Supplier is obliged to sign and receive.

The contractors agree that the Contracting Authority calculates the contractual penalty.

The Contracting Authority will collect the contractual penalty by activating the means of financial security for the good performance of the work, without the prior consent of the Supplier, in which case the Supplier undertakes to deliver a new means of security for the good performance of the work without delay, and at the latest within 3 days from the receipt of the Contracting Authority’s invitation.

The Contracting Authority’s right to collect a contractual penalty does not affect his right to demand compensation for damages, i.e., if the Contracting Authority has suffered damage that is greater than the amount of the contractual penalty due to the Supplier’s delay in delivery, he has the right to demand the difference up to full compensation for damages.

# FINANCIAL SECURITY INSTRUMENTS

Article 13

The Supplier undertakes to hand over a blank promissory note to the Contracting Authority at the same time as the conclusion of the contract as a means of security for the good performance of the work in the amount of 10% of the total contracted price without VAT.

The Supplier undertakes to hand over to the Contracting Authority a blank solo promissory note along with the issued invoice as a means of security for the elimination of defects within the warranty period in the amount of 10% of the total contracted price without VAT.

The validity period of the promissory note referred to in paragraph 1 of this article is 90 days longer than the expiration date of the contract, that is, the period for the final performance of the contractual obligation.

The validity period of the promissory note from paragraph 2 of this article is 30 days longer than the date of expiry of the warranty period.

Bills of exchange must be irrevocable and payable on first demand without objection. If during the duration of the contract the deadlines for the performance of the contractual obligation/guarantee period change, the validity of the guarantee must be extended.

The supplier undertakes that with the bills of exchange referred to in paragraphs 1 and 2 of this article shall also hand over to the Contracting Authority a copy of the card with the deposited signatures of the authorised persons of the Supplier, a copy of the Request for registration of the promissory note certified by a commercial bank and the authorisation to the Contracting Authority to complete the promissory notes in accordance with this contract.

The Contracting Authority will activate a means of security for the good performance of the work in the event that the Supplier does not fulfil the contractual obligation under the agreed conditions, within the agreed period and in the agreed manner and/or if it does not provide a means of security for the elimination of defects within the warranty period.

The Contracting Authority will implement a remedy for defects within the warranty period in the event that the Supplier does not adjust the quality of the delivered Vehicle to the Contracting Authority’s requirements during the warranty period, within the appropriate period determined by the Contracting Authority, upon the Contracting Authority’s complaint.

# MODIFICATION OF THE CONTRACT

Article 14

The contractors agree that the term for the performance of the contractual obligation can be extended in the event of the occurrence of the circumstances referred to in Article 5 of this contract.

The contractors agree that the Contracting Authority may amend the contract in accordance with Article 156 to Article 161 of the Law on Public Procurement.

In the case referred to in paragraph 1 and paragraph 2 of this article, the Supplier and the Contracting Authority shall conclude an annex to the contract.

# CONTRACT TERMINATION

Article 15

This contract may be terminated in the event of the occurrence of circumstances that do not depend on the will of the contracting parties and that make it difficult or impossible to execute the contract, by delivering a written notice of cancellation to the other contracting party.

This contract can be terminated only if the other contracting party has been warned in advance of significant violations or repeated violations and if it has not eliminated them within the time allowed, which cannot be shorter than 15 (fifteen) days.

This contract can be terminated only by the contracting party that has fulfilled its obligations in full and in a timely manner.

# VALIDITY OF THE CONTRACT

Article 16

This Contract shall enter into force on the day of signing by the authorised persons of the contracting parties and the delivery of the financial security for the good execution of the contract by the Supplier.

The term of validity of the contract is until delivery, and at the latest, the contract is valid from the day of conclusion.

In the event of possible disagreements between the contracting parties regarding the application of the provisions of this Contract, the provisions of the Law on Contract and Torts and other positive legal regulations shall be applied.

# FINAL PROVISIONS

Article 17

The contractors agree to settle all possible disputes arising from this contract amicably, and if no agreement is reached, they agree that the competent court will be the seat of the Contracting Authority.

This contract is drawn up in 4 (four) identical copies, of which 3 (three) copies are retained by the Contracting Authority, and one copy by the Supplier.

*Note:*

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

# 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: |  |
| 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)

**Item description / lot Municipal electric vehicle**

**(Tanker)**

**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 page:

### 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 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** (*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 authorised 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 user manual for 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 user manual for 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 costs of bid preparation (not a mandatory document),
* Statement on fulfilment of criteria for qualitative selection of economic operator;
* Contract model;
* Bid bond: Information on the type, content, manner of submission, amount and deadlines for ensuring the fulfilment of the bidder's obligations is stated

in the special chapter of these Instructions.

Other documents -

* Authorisation or confirmation of the vehicle manufacturer (or the manufacturer’s authorised representative for the territory of the Republic of Serbia) issued to the bidder that he can offer their vehicle in the procedure of this public procurement. If the authorisation is submitted by the authorised representative of the manufacturer for the territory of the Republic of Serbia, it is necessary to attach a valid contract between the authorised representative for the defined territory and the vehicle manufacturer.
* List of authorised services for the offered vehicles, in the territory of the Republic of Serbia, with addresses and contact telephone numbers, issued by the manufacturer (or the manufacturer’s authorised representative for the territory of Serbia)
* technical description of the offered vehicle issued by the vehicle manufacturer, from which the fulfilment of all technical requirements can be clearly determined. The technical description must necessarily contain the public procurement procedure number, as well as the type and model of the vehicle offered. If the catalogue is submitted, and it does not contain all the necessary information to determine the fulfilment of the conditions from the technical specification prescribed by the Contracting Authority, the bidders are obliged to submit a supplement catalogue, signed by an authorised person of the manufacturer, which will include information that is not in the catalogue.

If the technical catalogue is given in a foreign language. those parts of the catalogue that refer to the fulfilment of the conditions required by the technical specification must be translated and certified with the seal of the bidder. The translation must be certified by a certified court interpreter/translator.

The economic operator shall submit the bid bond in accordance with Article

45, paragraph 4 of the Law, within the deadline for submission of bids.

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 the Law 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)*

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. Delivery term:
2. Warranty period:

## Application of the draw

In a situation where there are two or more offers with the same offered price, the Contracting Authority will choose the most favourable offer by choosing the offer of the bidder who offered a longer warranty period.

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 will be drawn by lot. The Contracting Authority shall notify in writing all bidders who have submitted bids of the date when the draw will take place. Only those offers that have the same number of weights and the same delivery date will be included in the draw. The Contracting Authority will draw by draw 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 one paper and one in accordance with the order of the drawn names of the bidders, the ranking of bids will be performed, i.e., the bidder whose name will be on the first drawn paper will be the first ranked bidder.

The Contracting Authority will submit to the bidders who do not attend this procedure the minutes from the draw by draw.

**Method and term of payment**: after delivery within 45 days from the date of receipt of the correct invoice that the Bidder will submit to the Contracting Authority.

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

After entering all the data, the business operator generates the offer/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 as a means of securing the seriousness of the bid.

The blank promissory note must be recorded in the Register of Bills of Exchange and Authorisations of the National

Bank of Serbia and should be 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 signed bill of exchange authorisation - letter, with “no protest” clauses, 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 authorised 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.

Security for the seriousness of the bid - bill of exchange, 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 service or directly, in an envelope or box closed in a way that when opening it Serbia and can be determined with certainty that it is opening for the first time.

The term of validity of the financial security is at least 30 (thirty) 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, the bid will be rejected as unacceptable.

### MEANS OF SECURITY FOR FULFILLMENT OF CONTRACTUAL OBLIGATIONS:

The selected bidder will be obliged to hand over to the Contracting authority a blank solo promissory note at the same time as the conclusion of the contract as a means of security for the fulfilment of contractual obligations in the amount of 10% of the total contracted value without VAT.

The validity period of the promissory note referred to in paragraph 1 is 90 days longer than the expiration date of the contract, that is, the period for the final performance of the contractual obligation.

The promissory note must be irrevocable and payable at the first call without objection. If during the duration of the contract the terms for the performance of the contractual obligation change, the validity of the guarantee must be extended.

The selected bidder will be obliged to hand over to the Contracting Authority, together with the promissory note from paragraph 1, a copy of the card with the deposited signatures of the authorised persons of the Selected Bidder, a copy of the Request for registration of the promissory note certified by a commercial bank and authorisation to the Contracting Authority to complete the promissory note in accordance with this contract.

The Contracting Authority will implement a means of security for the fulfilment of contractual obligations in the event that the Selected Bidder does not fulfil the contractual obligations under the agreed conditions, within the agreed period, in the agreed manner.

## Means for rectifying defects within the warranty period

The Supplier undertakes to hand over to the Contracting Authority a blank solo promissory note along with the issued invoice as a means of security for the elimination of defects within the warranty period in the amount of 10% of the total contracted price without VAT.

The validity period of the promissory note is 30 days longer than the expiration date of the guarantee period.

The promissory note must be irrevocable and payable at the first call without objection. If during the duration of the contract the terms for the performance of the contractual obligation change, the validity of the guarantee must be extended.

The selected bidder will be obliged to hand over to the Contracting Authority, together with the promissory note from paragraph 1, a copy of the card with the deposited signatures of the authorised persons of the Selected Bidder, a copy of the Request for registration of the promissory note certified by a commercial bank and authorisation to the Contracting Authority to complete the promissory note in accordance with this contract.

The Contracting Authority will implement a remedy for defects within the warranty period in the event that the Supplier does not adjust the quality of the delivered Vehicle to the Contracting Authority’s requirements during the warranty period, within the appropriate period determined by the Contracting Authority, upon the Contracting Authority’s complaint.

## 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

A request for the protection of rights can be submitted by a business entity, i.e., a bidder who had or has an interest in the award of a contract in a specific public procurement procedure and who indicates that due to the actions of the Contracting Authority contrary to the provisions of the PPL, it has been damaged or could be damaged

due to the award of the contract, contrary to the provisions of the Public Employment Service (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 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. PPL.

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.