TENDER DOCUMENTATION MODEL

OPEN PROCEDURE

Public procurement of works –

Asphalting of streets, roads, pavements (rehabilitation)

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

**Name:** Asphalting of streets, roads, pavements (rehabilitation)

## Type of procurement subject matter: Works

**Description:** Public procurement is carried out in order to conclude a contract on public procurement of works on asphalting of streets, roads, pavements (rehabilitation).

**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 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.)*

# TYPE, TECHNICAL CHARACTERISTICS (SPECIFICATIONS), QUALITY, QUANTITY AND DESCRIPTION OF WORKS, METHOD OF IMPLEMENTATION

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

# PLACE OF EXECUTION OF WORKS

By this public procurement, the Contracting Authority envisages the use of scraped asphalt in a certain percentage for the rehabilitation of streets, roads, pavements, as well as the technique of patching potholes with cold asphalt mass.

| **Number**  | **Description of position** | **J.M.** |
| --- | --- | --- |
| **A) ROADBED RESTORATION** |   |
| 1 | Manual adjustment of uneven bank. The price includes: removing the hard shoulder surface by 10-15 cm, along with grading, loading the excess material in a suitable vehicle and its transport to up to 5 km distant location. | m2 |
| 2 | Manual adjustment of uneven bank. The price includes: removing a 90% of the hard shoulder’s layer (10-15 cm) using a motor grader and the remaining 10% of it manually, along with loading the excess material and its transport to up to 5 km distant location. |  m2 |
| 3 | Manual spreading out of the asphalt milling owned by the contracting authority, for the purpose of strengthening the hard shoulder, thereby forming a 10-15 cm layer and rolling it. The price includes: transport of the asphalt milling up to a 20 km distant location, its manual spreading out and rolling. |  m2 |
| 4 | Mechanical spreading out of the asphalt milling owned by the contracting authority, for the purpose of strengthening the hard shoulder, thereby forming a 10-15 cm layer and rolling it. The price includes: transport of the asphalt milling up to a 20 km distant location, its manual spreading out and rolling. | m2 |
| 5 | Construction of the surfacing layer of the pavement, made of the asphalt milling owned by the Contractor, thereby forming a 10-15 cm layer, rolling it, and spraying a coat of bitumen emulsion 1 kg/m2 and sprinkling a course of river sand 2 kg/m2. The price includes: transport of the asphalt milling up to a 20 km distant location, its manual spreading out and rolling. |  m2 |
| **B) PAVEMENT RESTORATION** |
| 1 | Sealing linear and alligator cracking potholes in the pavement, their width being 15 mm and depth up to 5 cm, by using cold bitumen compound for sealing joints. The price includes: procurement of the sealant for the joints, cleaning the potholes and their sealing, along with sprinkling the sand. | m  |
| 2 | Removal of cracked asphalt as a preparation for resurfacing sections of roadway and removal of road ridges of ruts with a milling machine. The price includes: transport of the milling machine and workers to the construction site, milling machine operation, loading and unloading of the milled material to the landfill up to 20 km distant location. The work of the milling assistant: |   |
| a) | 4-6 cm thick | m2  |
| b) | 7-10 cm thick | m2  |
| 3 | Patching potholes with cold asphalt mass without cutting the edges of the holes with rolling. The price includes: procurement and transport of the asphalt sealant to the site of its application, transport of the machines and workers, sealing previously cleaned potholes with asphalt sealant and rolling. |  t |
| 4 | Patching the road with hard cast asphalt. The price includes: hard cast asphalt production, its transport to the site of its application and its application. The price includes all labour and materials.  |  t |
| 5 | Preparation of the changing pad. The price includes: cleaning and dusting, with spraying bitumen emulsion 0.5kg/m2. | m2  |
| 6 | Making asphalt layers on pedestrian and bicycle paths with a paver with a working width of up to 2.5 m. The price includes: production of the asphalt sealant, transport to the site of its application and its application: |   |
|  a) | asphalt concrete AB11, made of limestone aggregate |  t |
| b)  | asphalt concrete AB08, made of limestone aggregate |  t |
| c)  | bituminous base course BNHS16 |  t |
| d)  | bituminous base course BNHS22cA with the addition of 15-20% milled asphalt (milled asphalt owned by the Contractor). | t |
| 7 | Making asphalt layers with a paver with a working width of over 2.5 m. The price includes: production of the asphalt sealant, transport to the site of its application and its application: |   |
| a)  | asphalt concrete AB11c, made of eruptive aggregate |  t |
| b)  | asphalt concrete AB11c PMB, made of eruptive aggregate  |  t |
| c)  | asphalt concrete AB11, made of limestone aggregate | t |
| d)  | asphalt concrete AB08, made of limestone aggregate | t |
| e)  | bituminous base course BNHS16 | t |
| e)  | bituminous base course BNHS22cA, with the addition of 15-20% milled asphalt (milled asphalt owned by the Contractor). | t |
|  **C) OTHER WORKS**  |
| 1 | Mechanical demolition of the curbs of all kinds, with the transport of the debris to the landfill up to 10 km away. | m1 |
| 2 | Mechanical demolition of the asphalt pavement to 40 cm of depth, with the transport of the debris to the landfill up to 10 km away. | m2 |
| 3 | Manual demolition of the asphalt pavement using a compressor machine to 40 cm of depth, with the transport of the debris to the landfill up to 10 km away. | m2 |
| 4 | Manual demolition of the concrete surfaces using a compressor machine to 15-20 cm of depth, with the transport of the debris to the landfill up to 10 km away. | m2 |
| 5 | Mechanical excavation of soil with its transport up to 10 km away: |   |
|  a) | bulk excavation | m3 |
|  b) | excavation for extension. | m3 |
| 6 | Manual excavation of the soil, along with its transport up to 10 km away. | m3 |
| 7 | Loading and transport of the construction waste, debris and other materials: |   |
|  a)  | to the site up to 10 km away | m3 |
|  b)  | to the site up to 20 km away | m3 |
|  c)  | to the site up to 30 km away | m3 |
| 8 | Subgrade construction: |   |
|  a)  | manually | m2 |
|  b) | mechanically. | m2 |
| 9 | Making tampons from a natural mixture of gravel. The price includes: procurement of the material and its transport to the site of its placement, its laying and tamping till achieving the target compaction. | m3 |
| 10 | Manual production of tampons from tapers 0-31.5 and 0-63 mm. The price includes: procurement of the material and its transport to the site of its placement, its laying and tamping till achieving the target compaction. | m3 |
| 11 | Manual production of tampons from tapers 0-31.5 and 0-63 mm. The price includes: procurement of the material and its transport to the site of its placement, its laying and tamping till achieving the target compaction. | m3 |
| 12 | Procurement and laying the sand devoid of clay traces. | m3 |
| 13 | Procurement and casting of the concrete: |   |
| a) | MB 20 | m3 |
| b) | MB 30 | m3 |
| c) | MB 40. | m3 |
| 14 | Pavement construction using small stone cubes, of dimensions 8\*8\*8 to 10\*10\*10 with replacement of damaged ones (taken from the landfill up to 10 km away). The price includes: demolition of the existing small stone cube pavement, cleaning its base by removing dirty sand, relaying the small stone cubes in the 2-3 cm sand course, sealing it with sand and rolling, while levelling the base using crushed stone and tamping will be calculated separately. | m2 |
| 15 | Revision- correction of the uneven slabbed surfaces made of concrete and prefabricated elements (grid, ME-BA, behaton concrete slabs, etc.). The price includes: demolition of the existing slabbed surface and relaying it on the 2-3 cm sand course. The levelling of the existing substrate with a rammer is calculated separately. | m2 |
| 16 | Procurement, transport and laying vibro pressed concrete slabs, type Behaton and the like, on the stone aggregate course d=5 cm, with dry sand sealing: their dimensions and pattern as per Contracting Authority’s choice. Concrete slabs must be resistant to salt and frost: |   |
| a)  | grey slabs th=6 | m2 |
| b)  | coloured slabs th=6 | m2 |
| c)  | grey slabs d=8 | m2 |
| d)  | colour slabs d=8 | m2 |
| 17 | Construction of concrete surfaces, using concrete MB30, construction of formwork, joints and concrete curing: |   |
|  a)  | d =12 cm | m2 |
|  b)  | d =15 cm | m2 |
|  c) | d =20 cm. | m2 |
| 18 | Sampling and examination of the physical-mechanical features of the asphalt mass, along with the production of the report | pcs |
| 19 | Control examinations of the asphalt layer constructed, with the production of the report | pcs |

**Documentation to be submitted with the offer:**

The Bidder's statement, which is given under full moral, material and criminal responsibility, that during the execution of the works, he will use scraped asphalt in the manner defined by the technical specification.

 **Place of execution of works**

The works in question will be performed on the territory (the Contracting Authority enters the place of performance of the works).

**Deadline for the execution of works:**

The bidder/contractor undertakes to perform the contracted works successively, according to the dynamics and plan of the Contracting Authority, based on the received written orders and in accordance with the needs of the Contracting Authority for the duration of the contract.

The bidder/contractor is obliged to start the works for which he received the order no later than 48 hours after receiving the order.

**Quality control:**

The evaluation of the quality of the works performed and the materials used will be carried out by the expert supervision of the Contracting Authority.

If the Bidder/Contractor does not allow the Contracting Authority's representatives to control the quality of the works performed and the materials used, the costs of the subsequent control shall be borne by the Bidder/Contractor.

In case of disagreement between the findings of the inspection of the Bidder/Contractor and the Contracting Authority, a joint subsequent inspection will be carried out, and the costs of the subsequent joint inspection shall be borne by the contractor whose findings have not been confirmed.

If a control check of the evidence of the quality of the works performed and of the materials used reveals a lack of quality, the Bidder/Contractor shall bear the costs of the control check and is obliged to compensate for any possible damage suffered by the Contracting Authority, which occurred as a result of inadequate quality evidence.

The bidder/contractor undertakes to provide the Contracting Authority with the temporary/final payment certificate with technical information from which it can be undoubtedly established that the asphalting was carried out in accordance with the Contracting Authority’s requirements from the technical specification.

## 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 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: 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).

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 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 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 environmental 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 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.

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

##  Technical and professional capacity

##  3.2.1.1. List of performed works

##  Legal basis:

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

**Additional description of criteria:**

That in the previous five years before the deadline for submitting bids, the bidder executed at least one contract in which asphalting works were performed on roads, streets or pavements using scraped asphalt.

**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:

The list of works on which it is necessary to indicate the positions of the works that included the use of scraped asphalt, with mandatory confirmations from the contracting authority about the completed works, with the dates of the contract, the time of the contract execution, the name of the subject of the contract containing a description of the works, issued, signed and stamped by the Law the Contracting Authority.

 With each confirmation-reference, it is mandatory to submit a copy of the contract with invoices, i.e., with a signed completed situation on the performed works.

 **3.2.1.2.** **Tools, operating or technical equipment**

 **Legal basis:**

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

 **Additional description of criteria:**

* Before the deadline for submitting bids for a minimum of \_\_\_\_\_\_\_\_ vehicles, the bidder must have a permit for the transport of non-hazardous waste in the territory of the Republic of Serbia from group 17 Construction waste and demolition waste, for: bituminous mixtures, soil and stone, mixed construction waste and demolition, in accordance with the valid Rulebook on categories, testing and classification of waste.
* That the bidder, before the deadline for submitting bids, owns, in good condition and in operation, owned, leased or leased, an asphalt base for which he measures the emission of polluting substances into the air at least once a year, with equipment for dosing scraped asphalt mass.

**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:

* Valid permits for the transport of non-hazardous waste on the territory of the Republic of Serbia, issued by the Ministry of Environmental Protection;
* Photocopies of accounting cards of fixed assets or photocopies of census lists compiled on \_\_\_\_\_\_\_\_\_\_\_\_\_. year, and additionally a rental/leasing agreement, if the asphalt base is the subject of a rental/leasing agreement;
* Bookkeeping records of production on an asphalt base for the period \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ proving that the asphalt base is in proper condition and functioning;
* Statements given under full moral, material and criminal responsibility by which the business entity proves that it has equipment for dosing scraped asphalt mass within the asphalt base and that it is in proper condition and functioning. The confirmation must be signed by an authorised person of the contracting authority and stamped.
* Report on the last measurement of the emission of polluting substances into the air.

**3.2.2.** **Environmental management standards**

**Legal basis:**

Article 127 PPL - If the contracting authority requires the submission of certificates from independent bodies confirming the compliance of the business entity with certain systems or standards for environmental management, it is obliged to refer to the Environmental Management and Audit System (EMAS) or to other environmental management systems that are recognised, in accordance with the law governing environmental protection or environmental management standards based on appropriate European or international standards of accredited bodies.

**Additional description of criteria:**

A business entity that participates in the public procurement procedure in question must prove compliance with certain quality assurance standards, and must have the following integrated system:

SRPS ISO 14001, environmental management system, or equivalent integrated 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.

**Note:** The criteria for the selection of a business entity in this model are proposed bearing in mind that it is a public procurement that includes environmental aspects. The contracting authority can determine other criteria for the selection of a business entity that are logically related to the subject of procurement in accordance with Art. 114-117 of the Law, especially with regard to the technical and professional capacities required for the execution of works.

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

 **Course name:** Works on asphalting of streets, roads, pavements (rehabilitation)

In the public procurement procedure, the Purchaser awards the contract to the most economically advantageous offer based on the ratio of the offered price and quality based on the following criteria:

**Price**

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

Other procurement requirements (not listed above as criteria)

Name: Warranty period for asphalting works on streets, roads and pavements

Unit of measurement: month

Minimum allowed value: 12

**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:**

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 for the works on asphalting the streets, roads and roadways.

**Application of the draw**

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 price and the same warranty period 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: Criteria for qualitative selection of the economic operator. The portal automatically forms part of the tender documentation: Criteria for qualitative selection of an economic operator and instructions on how to prove the fulfilment of these criteria, and

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

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

The economic operators shall state in the statement on the fulfilment of the criteria the issuers of evidence on the fulfilment of the criteria for qualitative selection of the economic operator and state that they will be able to submit that evidence to the 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.

**7.** **OFFERED PRICE STRUCTURE FORM**

| **Number**  | **Description of position** | **J.M.** | **Quantity** | **Unit price without VAT** | **Unit price with VAT** | **Total price without VAT** | **Total price with VAT** |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **A) ROADBED RESTORATION** |   |  |  |  |  |  |
| 1 | Manual adjustment of uneven bank. The price includes: removing the hard shoulder surface by 10-15 cm, along with grading, loading the excess material in a suitable vehicle and its transport to up to 5 km distant location. | m2 |  |  |  |  |  |
| 2 | Manual adjustment of uneven bank. The price includes: removing a 90% of the hard shoulder’s layer (10-15 cm) using a motor grader and the remaining 10% of it manually, along with loading the excess material and its transport to up to 5 km distant location. |  m2 |  |  |  |  |  |
| 3 | Manual spreading out of the asphalt milling owned by the contracting authority, for the purpose of strengthening the hard shoulder, thereby forming a 10-15 cm layer and rolling it. The price includes: transport of the asphalt milling up to a 20 km distant location, its manual spreading out and rolling. |  m2 |  |  |  |  |  |
| 4 | Mechanical spreading out of the asphalt milling owned by the contracting authority, for the purpose of strengthening the hard shoulder, thereby forming a 10-15 cm layer and rolling it. The price includes: transport of the asphalt milling up to a 20 km distant location, its manual spreading out and rolling. | m2 |  |  |  |  |  |
| 5 | Construction of the surfacing layer of the pavement, made of the asphalt milling owned by the Contractor, thereby forming a 10-15 cm layer, rolling it, and spraying a coat of bitumen emulsion 1 kg/m2 and sprinkling a course of river sand 2 kg/m2. The price includes: transport of the asphalt milling up to a 20 km distant location, its manual spreading out and rolling. |  m2 |  |  |  |  |  |
| **B) PAVEMENT RESTORATION** |  |  |  |  |  |
| 1 | Sealing linear and alligator cracking potholes in the pavement, their width being 15 mm and depth up to 5 cm, by using cold bitumen compound for sealing joints. The price includes: procurement of the sealant for the joints, cleaning the potholes and their sealing, along with sprinkling the sand. | m  |  |  |  |  |  |
| 2 | Removal of cracked asphalt as a preparation for resurfacing sections of roadway and removal of road ridges of ruts with a milling machine. The price includes: transport of the milling machine and workers to the construction site, milling machine operation, loading and unloading of the milled material to the landfill up to 20 km distant location. The work of the milling assistant: |   |  |  |  |  |  |
| a) | 4-6 cm thick | m2  |  |  |  |  |  |
| b) | 7-10 cm thick | m2  |  |  |  |  |  |
| 3 | Patching potholes with cold asphalt mass without cutting the edges of the holes with rolling. The price includes: procurement and transport of the asphalt sealant to the site of its application, transport of the machines and workers, sealing previously cleaned potholes with asphalt sealant and rolling. |  t |  |  |  |  |  |
| 4 | Patching the road with hard cast asphalt. The price includes: hard cast asphalt production, its transport to the site of its application and its application. The price includes all labour and materials.  |  t |  |  |  |  |  |
| 5 | Preparation of the changing pad. The price includes: cleaning and dusting, with spraying bitumen emulsion 0.5kg/m2. | m2  |  |  |  |  |  |
| 6 | Making asphalt layers on pedestrian and bicycle paths with a paver with a working width of up to 2.5 m. The price includes: production of the asphalt sealant, transport to the site of its application and its application: |   |  |  |  |  |  |
|  a) | asphalt concrete AB11, made of limestone aggregate |  t |  |  |  |  |  |
| b)  | asphalt concrete AB08, made of limestone aggregate |  t |  |  |  |  |  |
| c)  | bituminous base course BNHS16 |  t |  |  |  |  |  |
| d)  | bituminous base course BNHS22cA, with the addition of 15-20% milled asphalt (milled asphalt owned by the Contractor). | t |  |  |  |  |  |
| 7 | Making asphalt layers with a paver with a working width of over 2.5 m. The price includes: production of the asphalt sealant, transport to the site of its application and its application: |   |  |  |  |  |  |
| a)  | asphalt concrete AB11c, made of eruptive aggregate |  t |  |  |  |  |  |
| b)  | asphalt concrete AB11c PMB, made of eruptive aggregate  |  t |  |  |  |  |  |
| c)  | asphalt concrete AB11, made of limestone aggregate | t |  |  |  |  |  |
| d)  | asphalt concrete AB08, made of limestone aggregate | t |  |  |  |  |  |
| e)  | bituminous base course BNHS16 | t |  |  |  |  |  |
| e)  | bituminous base course BNHS22cA, with the addition of 15-20% milled asphalt (milled asphalt owned by the Contractor). | t |  |  |  |  |  |
|  **C) OTHER WORKS**  |  |  |  |  |  |
| 1 | Mechanical demolition of the curbs of all kinds, with the transport of the debris to the landfill up to 10 km away. | m1 |  |  |  |  |  |
| 2 | Mechanical demolition of the asphalt pavement to 40 cm of depth, with the transport of the debris to the landfill up to 10 km away. | m2 |  |  |  |  |  |
| 3 | Manual demolition of the asphalt pavement using a compressor machine to 40 cm of depth, with the transport of the debris to the landfill up to 10 km away. | m2 |  |  |  |  |  |
| 4 | Manual demolition of the concrete surfaces using a compressor machine to 15-20 cm of depth, with the transport of the debris to the landfill up to 10 km away. | m2 |  |  |  |  |  |
| 5 | Mechanical excavation of soil with its transport up to 10 km away: |   |  |  |  |  |  |
|  a) | bulk excavation | m3 |  |  |  |  |  |
|  b) | excavation for extension | m3 |  |  |  |  |  |
| 6 | Manual excavation of the soil, along with its transport up to 10 km away. | m3 |  |  |  |  |  |
| 7 | Loading and transport of the construction waste, debris and other materials: |   |  |  |  |  |  |
|  a)  | to the site up to 10 km away | m3 |  |  |  |  |  |
|  b)  | to the site up to 20 km away | m3 |  |  |  |  |  |
|  c)  | to the site up to 30 km away | m3 |  |  |  |  |  |
| 8 | Subgrade construction: |   |  |  |  |  |  |
|  a)  | manually | m2 |  |  |  |  |  |
|  b) | Mechanically. | m2 |  |  |  |  |  |
| 9 | Making tampons from a natural mixture of gravel. The price includes: procurement of the material and its transport to the site of its placement, its laying and tamping till achieving the target compaction. | m3 |  |  |  |  |  |
| 10 | Manual production of tampons from tapers 0-31.5 and 0-63 mm. The price includes: procurement of the material and its transport to the site of its placement, its laying and tamping till achieving the target compaction. | m3 |  |  |  |  |  |
| 11 | Manual production of tampons from tapers 0-31.5 and 0-63 mm. The price includes: procurement of the material and its transport to the site of its placement, its laying and tamping till achieving the target compaction. | m3 |  |  |  |  |  |
| 12 | Procurement and laying the sand devoid of clay traces. | m3 |  |  |  |  |  |
| 13 | Procurement and casting of the concrete:  |   |  |  |  |  |  |
| a) | MB 20 | m3 |  |  |  |  |  |
| b) | MB 30 | m3 |  |  |  |  |  |
| c) | MB 40 | m3 |  |  |  |  |  |
| 14 | Pavement construction using small stone cubes, of dimensions 8\*8\*8 to 10\*10\*10 with replacement of damaged ones (taken from the landfill up to 10 km away). The price includes: demolition of the existing small stone cube pavement, cleaning its base by removing dirty sand, relaying the small stone cubes in the 2-3 cm sand course, sealing it with sand and rolling, while levelling the base using crushed stone and tamping will be calculated separately. | m2 |  |  |  |  |  |
| 15 | Revision- correction of the uneven slabbed surfaces made of concrete and prefabricated elements (grid, ME-BA, behaton concrete slabs, etc.). The price includes: demolition of the existing slabbed surface and relaying it on the 2-3 cm sand course. The levelling of the existing substrate with a rammer is calculated separately. | m2 |  |  |  |  |  |
| 16 | Procurement, transport and laying vibro pressed concrete slabs, type Behaton and the like, on the stone aggregate course d=5 cm, with dry sand sealing: their dimensions and pattern as per Contracting Authority’s choice. Concrete slabs must be resistant to salt and frost: |   |  |  |  |  |  |
| a)  | grey slabs th=6 | m2 |  |  |  |  |  |
| b)  | coloured slabs th=6 | m2 |  |  |  |  |  |
| c)  | grey slabs d=8 | m2 |  |  |  |  |  |
| d)  | colour slabs d=8 | m2 |  |  |  |  |  |
| 17 | Construction of concrete surfaces, using concrete MB30, construction of formwork, joints and concrete curing: |   |  |  |  |  |  |
|  a)  | d =12 cm | m2 |  |  |  |  |  |
|  b)  | d =15 cm | m2 |  |  |  |  |  |
|  c) | d =20 cm | m2 |  |  |  |  |  |
| 18 | Sampling and examination of the physical-mechanical features of the asphalt mass, along with the production of the report | pcs |  |  |  |  |  |
| 19 | Control examinations of the asphalt layer constructed, with the production of the report | pcs |  |  |  |  |  |
| **TOTAL:** |  |  |

# 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 5 - enter the unit price (without VAT), for each item;
	+ in column 6 - enter the unit price (with VAT), for each item;
	+ in column 7 – enter the total price (without VAT) for each item, by multiplying the quantity given in column 4 with the unit price from column 5;
	+ in column 8 – enter the total price (with VAT) for each item, by multiplying the quantity given in column 4 with the unit price from column 6;
	+ at the end, enter the total value (sum of total prices) of all offered items without and with VAT

## 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.

1. **CONTRACT MODEL**

|  |
| --- |
| **CONTRACTING AUTHORITY:** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| seated in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Street \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ street number \_\_\_\_\_\_,  |
| Tax identification number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter referred to as: Contracting Authority) |

and

|  |
| --- |
| **CONTRACTOR:** |
| /Company name/ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, /headquarters/ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, /name and surname of the person representing the Contractor/ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Tax identification number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Account number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ kept at the bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as: Contractor) |

Enter into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AGREEMENT NO. \_\_\_\_\_\_**

**ASPHALTING OF STREETS, ROADS, PAVEMENTS (REHABILITATION)**

**THE CONTRACTING PARTIES AGREE THAT:**

The Contracting Authority conducted an open public procurement procedure - Works of asphalting works on streets, roads and pavements public procurement number \_\_\_\_\_\_\_\_\_\_\_\_ in all respects in accordance with the Law on Public Procurement (“Official Gazette of the Republic of Serbia”, No. 91/19),

- The contractor submitted Offer number \_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ through the Public Procurement Portal, in all respects in accordance with the Tender Documentation for public procurement.

The contracting authority selected the Contractor based on the Report of the Commission for Public Procurement number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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 contractor is the job holder of the next group of bidders \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Bidders who submit a joint bid are liable unlimitedly jointly and severally with the contracting authority.*

*(Variant: offer with subcontractor)*

* *The contractor submitted the offer with the following subcontractors \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*
* *The contractor entrusted the following part of the procurement \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to the subcontractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.*

*The contractor 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 of this contract is the execution of works on asphalting of streets, roads and pavements (rehabilitation) in the territory of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in accordance with the needs of the Contracting Authority, in all respects according to the Bill of Quantities and the Description of Works contained in the Technical Specification (hereinafter referred to as the contract: Technical Documentation) and the adopted Contractor’s Offer number \_\_\_\_ of \_\_\_\_\_, which form an integral part of the contract.

The subject works will be performed successively, in everything according to the specifications contained in the Technical Documentation, which include:

Asphalting works on streets, roads and pavements in the territory of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

When performing the work in question, the contractor is obliged to comply with the regulations, standards and norms that regulate this type of work and the materials used during the performance of the work.

**PRICE**

**Article 2**

The total value of the works referred to in Article 1 of the Contract amounts to \_\_\_\_\_\_\_\_\_\_\_\_\_ dinars.

The value from paragraph 1 of this article includes the procurement of materials, transport, unloading, preparatory work with the use of all tools and auxiliary materials according to the valid regulations and measures of the Law on Occupational Safety and Health (“Official Gazette of the Republic of Serbia”, Nos. 101/ 2005, 91/2015 and 113/2017), collection, loading of rubble, removal of the same, and all eventual soiling or damage to property shall be borne by the contractor and all dependent and usual accompanying costs of the Contractor in connection with the execution of the Contract.

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

The unit prices specified in the Contractor's Offer are fixed and cannot be changed during the validity of the contract.

**TERMS AND METHOD OF PAYMENT**

**Article 3**

The Contracting Authority undertakes to pay the contracted price increased by the corresponding tax, in the amount of \_\_\_\_% (if it is calculated), to the Contractor by payment to the current account of the Contractor no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_, at the \_\_\_\_\_\_\_\_\_\_\_\_\_\_bank, according to the posted temporary situations once a month and the completed situation, drawn up on the basis of the certified construction ledger of performed works and unit prices from the adopted offer No.\_\_\_\_ of\_\_\_\_\_\_\_\_\_ and signed by the expert supervisor, within 45 calendar days from the day of official receipt with the Contracting Authority.

The contractors agree that the Contracting Authority may dispute the Temporary payment certificates referred to in paragraph 1 of this article for the performance of works in terms of price, quantity and type, scope and quality of the performed works, in which case he is obliged to inform the Contractor about the reasons for the dispute within the deadline set for payment.

The contractors agree that in case of disputing the established Temporary payment certificate from paragraph 1 of this article for the procurement/delivery/installation of equipment and for the execution of works, the resulting dispute will be resolved within a day, in which case they agree that according to the agreed Temporary payment certificate, the Contracting Authority will make payment in within the deadline referred to in paragraph 1 of this article, otherwise they agree that the Contracting Authority shall pay the undisputed part of the presented Temporary payment certificate, without the right of the Contractor to demand a difference in price, interest, other increase or compensation for damages when the next payment certificate is presented.

The contractor undertakes to submit, along with the certified Finished payment certificate from paragraph 1 of this article:

* Final calculation,
* Minutes of handover of completed works,
* Construction log signed and certified by both sides,
* Construction book signed and certified by both sides,
* Inspection book,

The works of asphalting streets, roads and pavements in the territory of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the course of the year \_\_\_\_\_\_\_\_\_\_\_\_ will be paid up to the total amount of funds provided for in the Budget Decision \_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the year \_\_\_\_\_\_\_\_\_, and works in the course of the year \_\_\_\_\_\_\_\_\_\_\_\_\_, will be executed and carried out up to the total amount of funds that will be provided by the Decision on the budget \_\_\_\_\_\_\_\_\_\_\_\_ for the year \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**OBLIGATIONS OF THE CONTRACTING AUTHORITY**

**Article 4**

The Contracting Authority undertakes to:

* enables the possession of the site to the Contractor (the day of introduction to the work is entered in the construction log);
* provide the Contractor with unhindered access to the work site, for the entire duration of this contract,
* appoints expert supervision to monitor the work in question;
* pay the agreed price under the agreed conditions and in the agreed manner.

**OBLIGATIONS OF THE CONTRACTOR**

**Article 5**

The contractor undertakes to:

* ensure sufficient manpower and safety of all persons for the execution of the works so that the Contracting Authority is released from all responsibilities towards the state authorities, as regards safety, labour and legal regulations for the entire duration of the execution of the works;
* properly keeps a construction log of works with all attachments (delivery notes, etc.), a construction log, a log of street and road visits, and an inspection log;
* perform the works ordered by the Contracting Authority within the exact deadlines specified in the orders;
* enable professional supervision over the execution of works;
* at its own expense, remove all damage to third parties, which occurs during and in connection with the execution of the works contracted here;
* respects the decisions and orders of the Contracting Authority given on the basis of the performed supervision;
* carry out the contracted works with quality, in accordance with this contract, positive legal regulations, norms and standards, the use of which is mandatory, respecting the rules of the profession, with a sufficient number of direct executors, up-to-date and conscientiously,
* organise the work site in a way that ensures access to the location and protection of the environment,
* ensure adequate equipment for work and occupational safety for all persons hired by the contractor,
* after the completion of the works, withdraw its workers from the work site, remove the remaining material, equipment and means of work, as well as clean the work site,
* acts in accordance with the Technical Specification;
* during the implementation of the contract, fully comply with the regulations in the field of environmental protection,
* if the validity of the 14001-Environmental Management System certificate expires during the term of the contract, ensure its recertification as proof of constant compliance with standards, control of the impact of its activities, products and services on the environment and further performance improvement.
* - to submit the results of measuring the emission of polluting substances into the air for the asphalt base.

The contractor is obliged to apply the regulations in the field of safety and health at work, in accordance with the provisions of the Law on Safety and Health at Work ("Official Gazette of the Republic of Serbia”, Nos. 101/2005, 91/2015 and 113/2017), as well as from of the Law on Planning and Construction ("Official Gazette of the Republic of Serbia”, Nos. 72/2009, 81/2009 - corr., 64/2010 - decision of the Constitutional Court, 24/2011, 121/2012, 42/2013 - decision of the Constitutional Court, 98/2013 - decision of the Constitutional Court, 98/2013 - decision of the Constitutional Court, 132/2014, 145/2014, 83/2018, 31/2019, 37/2019 - other law and 9/2020).

The contractor undertakes not to use confidential information obtained in connection with 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 the previous paragraph of this article does not apply to information that the Contractor 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 Contractor is obliged to inform the Contracting Authority without delay, and in the event that the Contracting Authority suffered damage on that occasion, the Contractor is obliged to compensate it.

**PLACE, DEADLINE AND METHOD OF EXECUTION OF WORKS**

**Article 6**

The contractor undertakes to perform the contracted works successively, according to the dynamics and plan of the Contracting Authority, based on the received written orders and in accordance with the needs of the Contracting Authority for the duration of the contract.

The contractor is obliged to start the works for which he received the order no later than 48 hours after receiving the order.

The works will be carried out in accordance with all applicable technical standards in the shortest possible time, continuously, without work stoppages and interruptions.

The date of possession of the site by the Contractor is entered by the expert supervision in the construction log.

The subject works will be performed in the territory of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Article 7**

The deadline referred to in Article 6 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 contractor is not responsible.
	+ in the event of a work stoppage that lasts longer than 2 days and is not caused by the fault of the Contractor;

In the event of the occurrence of the circumstances referred to in the previous paragraph, the Contractor is obliged to inform the Contracting Authority about this without delay, attach proof of the validity of that request and obtain the consent of the Expert Supervision.

The Contractor shall submit the request for extension of the deadline for the execution of the contract 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.

The contractor does not have the right to extend the deadline in the following cases:

* + - If it falls into arrears (delay) with the execution of works,
		- Due to extraordinary circumstances that occurred during the delay.

The contractor does not have the right to extend the deadline referred to in Article 6 of this contract, without the express consent of the Contracting Authority.

**WARRANTY PERIOD**

**Article 8**

The guarantee period for works on asphalting of streets, roads and pavements in the territory of\_\_\_\_\_\_\_\_\_\_\_\_ is \_\_\_\_\_months (minimum 12 months - it will be taken from the offer) from the day of handover of the works.

The deadline from paragraph 1 of this article begins on the day of handover of the completed works.

The contractor is obliged to remove the defects of the performed works, in terms of quality, which occurred during the warranty period, at his own expense, within the period specified by the Contracting Authority.

**ADDITIONAL WORKS**

**Article 9**

If during the execution of the contracted works there is a need to perform additional works, the Contractor is obliged to stop the execution of the works and to notify the Expert Supervision and the Client in writing about the circumstances and reasons that caused the need to perform those works, without delay.

In the event of the need for additional works that are not specified in the Technical Documentation, the Contractor is obliged to provide the Client with a list and description of those works, with a price structure, which includes the unit price of works and materials, the quantity of works and materials and the total price of works and materials according to unit prices.

**INCREASING THE SCOPE OF WORKS**

**Article 10**

If, during the execution of the works, there is a need to increase the scope of the contracted works, the Contractor is obliged to stop with that type of works and inform the Contracting Authority about this in writing. After receiving written consent from the Contracting Authority, the Contractor will perform excess works according to the unit prices from the accepted Offer no. \_\_\_\_\_\_ of \_\_\_\_\_\_, with the proviso that the value of the increased volume of works in that case must be less than 15% of the originally contracted value in accordance with Article 160 of the Law on Public Procurement (“Official Gazette of Republic of Serbia”, number 91/19). Law on Public Procurement (“Official Gazette of the Republic of Serbia”, No. 91/19),

The performance of excess works will not affect the deadline for the completion of the works.

**QUALITY CONTROL**

**Article 11**

The evaluation of the quality of the works performed and the materials used will be carried out by the expert supervision of the Contracting Authority.

If the Contractor did not allow the Contracting Authority's representatives to control the quality of the works performed and the materials used, the costs of the subsequent control shall be borne by the Contractor.

In case of disagreement between the findings of the inspection of the Contractor and the Contracting Authority, a joint subsequent inspection will be carried out, and the costs of the subsequent joint inspection shall be borne by the contractor whose findings have not been confirmed.

If, through a control check of the evidence of the quality of the works performed and of the materials used, referred to in paragraph 1 of this article, non-conformity of quality is established, the Contractor shall bear the costs of the control check and is obliged to compensate for any potential damage suffered by the Contracting Authority, which occurred as a result of inadequate quality evidence.

The Contractor undertakes to provide the Client with the temporary/final payment certificate with technical information from which it can be undoubtedly established that the asphalting was carried out in accordance with the Contracting Authority’s requirements from the technical specification.

**CONTRACTUAL PENALTY**

**Article 12**

The contracting parties agree that the contractor is obliged to pay the client an amount of 0.2% of the total contracted value of the works that are the subject of this contract, excluding VAT, for each day of delay, if it is his own fault that he is late with the performance of the contracted works, with provided that the total amount of the contractual penalty cannot exceed 5% of the total contracted value.

The amount of the contractual penalty is calculated by the contracting authority.

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 Contractor, 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.

If, due to the Contractor's delay in performing the contracted works, the Contracting Authority has suffered damage that is greater than the amount of the contractual penalty, it has the right to demand the difference up to full compensation for the damage.

**COMPENSATION FOR DAMAGES**

**Article 13**

The Contractor is obliged to compensate the Contracting Authority for damage caused by its own fault or gross negligence.

If, during the implementation of this contract, the Contracting Authority suffers damage as a result of the Contractor’s failure to fulfil the contractual obligations, the Contractor 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 Contractor, the scope and amount of damage, which will be recorded.

**FINANCIAL SECURITY INSTRUMENTS**

**Article 14**

**Bank performance guarantee:**

The Contractor undertakes to deliver to the Contracting Authority, within on the conclusion of this contract, an unconditional, irrevocable, without right of objection, payable at the first call, a bank guarantee for good performance in the amount of 10% of the total contracted price, excluding VAT, with a validity period of at least one day longer than the deadline for the execution of the contracted work as a whole.

If, during the term of this contract, the deadlines for the execution of the contractual obligation are extended, the Contractor is obliged to extend the validity of the bank guarantee for the good performance of the work with a validity period that is at least 60 (sixty) days longer than the extended deadline for the execution of the contractual obligation.

If the Contractor does not extend the term of validity of the Bank Guarantee within the period referred to in the previous paragraph of this article of the contract, the Contracting Authority may collect the entire Bank Guarantee for good performance of the work (performance bond), and may also terminate the contract.

The bank guarantee cannot contain additional conditions for payment, shorter terms or a smaller amount, otherwise it will be considered that the Contractor has refused to deliver the Bank Guarantee for the good performance of the work, in which case the Contracting Authority can collect the Bank Guarantee for the seriousness of the offer and conclude the contract with the first next best bidder.

The contractor can submit a foreign bank guarantee only if that bank has been assigned a credit rating that corresponds to at least credit quality level 3 (investment grade). In that case, the Contractor is obliged to provide the Contracting Authority with a counter-guarantee from a local bank.

The contracting authority can collect a bank guarantee for the good performance of the work in the event that the contractor does not fulfil the contractual obligations under the agreed conditions, in the agreed manner and within the agreed deadlines and if the violations are repeated despite the written warnings of the contracting authority, as well as in the case of unilateral termination of the contract by the contractor.

**MODIFICATION OF THE CONTRACT**

**Article 15**

The contractors agree that the contract can be amended for the reasons stated in Art. 7, 9 and 10 of this Contract.

In the case referred to in paragraph 1 of this article, the Contractor and the contracting authority shall conclude an annex to the contract.

**CONTRACT TERMINATION**

**Article 16**

This contract can be terminated with a notice period of 7 (seven) days starting from the date of delivery of written notice of termination to the other contracting party.

The contracting authority has the right to unilaterally terminate the contract at any time and without a notice period, if the Contractor does not fulfil the contractual obligations in the agreed manner, of which he will notify the Contractor in writing.

In the case referred to in paragraph 1 of this article, the Contracting Authority will draw up the Minutes of handover of the works performed up to that point and the Final calculation, without the participation of the Contractor's representative.

On the day of delivery of the Minutes from the previous paragraph, consequences related to the handover arise.

In the case referred to in paragraph 1 of this article, the Contracting Authority shall pay the Contractor for the performed works according to the Final Calculation referred to in paragraph 3 of this article.

In case of termination of the contract for which the Contractor is responsible, the Contractor is obliged to protect the performed works from deterioration, at his own expense. Otherwise, the Contractor will bear the costs of only the necessary protection measures, and the other costs will be borne by the Contracting Authority.

**VALIDITY OF THE CONTRACT**

**Article 17**

This Contract shall enter into force on the day of signing by the authorised persons of the contracting parties and upon the delivery of the means of financial security by the Supplier.

In the event that the date of signing of this Contract is different, the Contract shall enter into force on the date of signature of the party to the Contract who signed it later.

This Contract is concluded for a period of 6 months, i.e., until the intended financial resources are spent.

**FINAL PROVISIONS**

**Article 18**

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

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 Planning and Construction, the Law on Contract and Torts and other positive legal regulations shall be applied.

**Article 19**

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

An integral part of this Contract are its annexes:

1. Contractor's offer no. **\_\_\_\_\_\_** of **\_\_\_\_\_\_\_**

2. Technical specification.

## CONTRACTING AUTHORITY CONTRACTOR

*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.*

## 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: | **Works on asphalting of streets, roads, pavements (rehabilitation)** |
| Reference number: | *(Portal withdraws the stated data)* |
| Type of procedure: | **Open procedure** |
| Type of procurement subject matter: | **Works** |
| 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

**Works on asphalting of streets, roads, pavements (rehabilitation)**

## 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

## 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 - The bidder, as an integral part of the electronic offer, submits a statement given under full moral, material and criminal responsibility that during the execution of the works, he will use scraped asphalt in the manner defined by the technical specification.**

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)

Filling out the Statement through the Portal, according to the defined criteria, is carried out on the procedure page 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:

Name: Warranty period for asphalting works on streets, roads and pavements

Unit of measurement: month

Minimum allowed value: 12

**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:**

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 for the works on asphalting the streets, roads and roadways.

## Application of the draw

If, after ranking on the basis of the award criteria and the reserve criterion, it is not possible to make a decision on the award of the contract, the contracting authority will award the contract to the bidder who will be drawn by lot. The contracting authority shall notify in writing all bidders who have submitted bids of the date when the draw will take place. Only those offers that have the same price and the same warranty period 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**: according to the temporary situations once a month and the completed situation, drawn up on the basis of a certified construction book of performed works and unit prices and signed by an expert supervisor, within 45 calendar days from the day of official receipt by the Contracting Authority.

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

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

## Manner of amending the offer/application

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

## Method of revoking bids/applications

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

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

### BID BOND:

The bidder undertakes to submit a blank promissory note 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 “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 bidder who 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:

**Bank performance guarantee:**

The selected bidder will be obliged to deliver to the Contracting Authority, within one day from the date of conclusion of this contract, an unconditional, irrevocable, without right of objection, payable at the first call, a bank guarantee for good performance in the amount of 10% of the total contracted price, excluding VAT, with a validity period of at least one day longer than the deadline for the execution of the contracted work as a whole.

If during the duration of the contract, the deadlines for the performance of the contractual obligation are extended, the Selected Bidder will be obliged to extend the validity of the bank guarantee for the good performance of the work with a validity period that is at least 60 (sixty) days longer than the extended deadline for the performance of the contractual obligation.

If the Selected Bidder does not extend the term of validity of the Bank Guarantee within the period referred to in the previous paragraph, the Contracting Authority may collect the entire Bank Guarantee for good performance of the work (performance bond), and may also terminate the contract.

The bank guarantee cannot contain additional conditions for payment, shorter terms or a smaller amount, otherwise it will be considered that the selected bidder has refused to deliver the Bank Guarantee for the good performance of the work, in which case the Contracting Authority can collect the Bank Guarantee for the seriousness of the offer and conclude the contract with the first next best bidder.

The selected bidder can submit a foreign bank guarantee only if that bank has been assigned a credit rating that corresponds to at least credit quality level 3 (investment grade). In that case, the selected bidder is obliged to provide the Contracting Authority with a counter-guarantee from a domestic bank.

The contracting authority can collect a bank guarantee for the good performance of the work in the event that the selected bidder does not fulfil the contractual obligations under the agreed conditions, in the agreed manner and within the agreed deadlines and if the violations are repeated despite the written warnings of the contracting authority, as well as in the case of unilateral termination of the contract by the contractor.

## 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 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 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.