TENDER DOCUMENTATION MODEL OPEN PROCEDURE

Public procurement of works –

**RECONSTRUCTION AND REPLACEMENT OF PARTS OF THE PUBLIC LIGHTING SYSTEM**

**WITH THE DEVELOPMENT OF TECHNICAL DOCUMENTATION WITH THE APPLICATION OF GREEN CRITERIA**

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

**Name:** Reconstruction and replacement of part of the public lighting system with the creation of technical documentation with the application of green criteria

# Type of procurement subject matter: Works

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

**Other notes**: *(enter any other remarks relevant to the subject of public procurement, for example: information on possible options and possible contract extensions (Article*

*30, paragraph 1 of the* *PPL), information on conducting reserved public procurement (Article 37 of the* PPL*), information on the address and time of site visit, deadline for making a decision on contract award if longer than prescribed PPL (Article 146 paragraph 3 of the* *PPL), etc.)*

1. **TYPE, TECHNICAL CHARACTERISTICS (SPECIFICATIONS), QUALITY, QUANTITY AND DESCRIPTION OF WORKS, METHOD OF IMPLEMENTATION OF CONTROL AND ENSURING QUALITY, DELIVERY DATE, PLACE OF DELIVERY, POSSIBLE ADDITIONAL SERVICES, ETC.**

The reconstruction and replacement of part of the public lighting system is being carried out with the aim of energy efficiency and rationalisation of the consumption of part of the public lighting in

.  *(the contracting authority enters the name of the place).*

Works include dismantling and transportation of existing lighting fixtures, disposal in accordance with the regulations regulating waste disposal; procurement, delivery and installation of new light fixtures, including procurement and installation of the necessary material.

The Contractor’s obligation is to prepare the technical documentation necessary for the execution of the works, including the lighting calculation, to obtain approval for the technical documentation from the Ministry of the Interior of the Republic of Serbia, Department for Emergency Situations, to obtain permits for the occupation of sidewalks and traffic areas from the authority of the local self-government unit responsible for public affairs of traffic, obtains the appropriate construction permit or consent for the execution of works from the holder of public authority. After the completion of the works, the Contractor is obliged to create and deliver to the Contracting Authority a project of the constructed structure in digital form (.dwg and .pdf) and in physical form.

It is necessary to provide for the replacement of existing light fixtures, according to the “1 to 1” method, using the existing electrical conductors, including the procurement and installation of the necessary material/optional extension of the network with new candelabras/posts of the public lighting system/moving cabinets. The brightness level and light technical characteristics must comply with EN 13201 and other valid standards.

It is necessary to create a unique technical solution for each type of light fixture. Unless otherwise stated, luminaires are with integrated driver and light fixture.

The contractor is obliged to install material and equipment in the building that correspond to the prescribed or contracted quality. If necessary, the Contractor is obliged to carry out appropriate material testing.

For the technical acceptance of the equipment, it is necessary to ensure the specifications of the equipment before installation. Maintenance factor: 0.80

Road surface category: CIE R3, Q0=0.07

On roads, brightness and brightness calculations are required, expressed in all calculation points and shown with isolines.

In order to properly mount and achieve the required level of illumination, it is necessary for the bidders to provide holders or supports for the light fixtures. The length of the light holder should be from 0 to m (optional) according to photometric calculations for the characteristic profile.

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# Minimum technical conditions of the provided equipment

The new technical solution should include LED light fixtures with an efficient optical block, a high degree of mechanical protection, efficient light sources, both equipment and materials. Luminaires should be offered with the technical requirements of the SRPS EN 60598-1 standard and must enable savings in electricity consumption and environmental protection.

The provided LED technology light fixtures must meet the following minimum requirements depending on the light technical categorisation of the road (location):

**Description of street light fixtures:**

1. The light fixtures should be suitable for mounting on a lyre-holder with a diameter of 48-60 mm. The light fixture must have the ability to change the angle with visible markings of the angle setting and the ability to mount it directly on the top of the pole.
2. The housing of the light fixture should be made of die-cast aluminium alloy.
3. It is necessary that the light fixture has a factory stamped or melded logo or trademark of the manufacturer as proof that it is an original product.
4. LED colour temperature in the range of 3000 K ± 300 K.
5. Colour rendering index CRI≥ 70.
6. It is necessary that the light fixture is intended for operation in an environment with a temperature in the range from -20 °C to +35 °C or higher.
7. The efficiency of the entire light fixture including the driver and all losses must be greater than 100 lm/W (Tj=25°C).
8. The protector of the light fixture should be made of tempered glass, and the optical block of PMMA, polycarbonate or silicone, resistant to high temperatures and ultraviolet rays. ULOR=0%.
9. Impact resistance of the entire light fixture minimum IK08, in accordance with EN 60068-2 or EN 62262 or equivalent.
10. The degree of mechanical protection of the complete light fixture must not be less than IP66, in accordance with EN 60598 or equivalent.
11. The light fixture should be of class I electrical insulation.
12. The light fixture should be designed for power supply with an alternating voltage of 220 - 240V, 50/60 Hz.
13. The operating current in the nominal operating mode should be a maximum of 800mA.
14. The durability of the LED source should be no less than 100,000 working hours, life according to L80, in accordance with LM-80.
15. The light fixture should be equipped with integrated overvoltage protection in the driver itself from min. 4 kV, as well as to be equipped with an additional device for removing overvoltage before the driver with characteristics with a minimum of 10 kV.

**Description of park lighting fixtures:**

1. The light fixture should be designed for mounting on the top of the pole, axially symmetrical in relation to the ø60mm or ø72mm end pole.
2. The housing of the light fixture should be made of die-cast aluminium alloy.
3. It is necessary that the light fixture has a factory stamped or melded logo or trademark of the manufacturer as proof that it is an original product.
4. LED colour temperature in the range of 3000 K ± 300 K.
5. Colour rendering index CRI≥ 70.
6. It is necessary that the light fixture is intended for operation in an environment with a temperature in the range from -20 °C to +35 °C or higher.
7. The efficiency of the entire light fixture including the driver and all losses must be greater than 100 lm/W (Tj=25°C).
8. The protector of the light fixture should be made of transparent, UV-stabilised polycarbonate with a decorative design.
9. Impact resistance of the entire light fixture minimum IK08, in accordance with EN 60068-2 or EN 62262 or equivalent.
10. The degree of mechanical protection of the complete light fixture must not be less than IP66, in accordance with EN 60598 or equivalent.
11. The light fixture should be of class I electrical insulation.
12. The light fixture should be designed for power supply with an alternating voltage of 220 - 240V, 50/60 Hz.
13. The operating current in the nominal operating mode should be a maximum of 800mA.
14. The durability of the LED source should be no less than 100,000 working hours, life according to L80, in accordance with LM-80.
15. The light fixture should be equipped with integrated overvoltage protection in the driver itself from min. 4 kV, as well as to be equipped with an additional device for removing overvoltage before the driver with characteristics with a minimum of 10 kV.

All light fixtures intended for light technical categories M1, M2, M3, M4, M5 and park light fixtures should be equipped with a programmable driver with a loaded scenario that, based on a sample of the last three nights, determines the middle of the night and reduces the light flux according to the following steps:

1. From the moment of ignition until the moment that represents three hours before midnight, the light fixture should work with 100% flux.
2. From three hours before midnight to midnight, the light fixture should work with 70% flux.
3. From the middle of the night for the next four hours, the light fixture should work with 50% flux.
4. After that, in the next two hours, the luminous flux of the light fixture should increase to 70%.
5. In the last step, the light fixture works with 100% of its flux until the moment the lighting is turned off.

Reflectors and M6 are not intended for smoking.

**Description of light fixtures for reflector lighting**

1. The light fixture is intended for reflector lighting.
2. The light fixture should have a system for mounting and adjusting the angle of inclination of the light fixture in several steps.
3. It is necessary that the light fixture has a factory stamped or melded logo or trademark of the manufacturer as proof that it is an original product.
4. LED colour temperature in the range of 3000 K ± 300 K.
5. Colour rendering index CRI≥ 70.
6. It is necessary that the light fixture is intended for operation in an environment with a temperature in the range from -20 °C to +35 °C or higher.
7. The efficiency of the entire light fixture including the driver and all losses must be greater than 100 lm/W (Tj=25°C).
8. The protector of the light fixture should be made of tempered glass, and the optical block of PMMA, polycarbonate or silicone, resistant to high temperatures and ultraviolet rays.
9. Impact resistance of the entire light fixture minimum IK08, in accordance with EN 60068-2 or EN 62262 or equivalent.
10. The degree of mechanical protection of the complete light fixture must not be less than IP66, in accordance with EN 60598 or equivalent.
11. The light fixture should be of class I electrical insulation.
12. The light fixture should be designed for power supply with an alternating voltage of 220 - 240V, 50/60 Hz.
13. The operating current in the nominal operating mode should be a maximum of 800mA.
14. The durability of the LED source should be no less than 100,000 working hours, life according to L80, in accordance with LM-80.
15. The light fixture should be equipped with integrated overvoltage protection in the driver itself from min. 4 kV, as well as to be equipped with an additional device for removing overvoltage before the driver with characteristics with a minimum of 10 kV.

Other required technical documentation:

1. Impact resistance test - IK test according to standard EN 62262 or equivalent.
2. Mechanical protection test - IP test according to standard EN 60598-1 or equivalent.
3. The light fixture should be of class I electrical insulation.
4. ENEC certificate of light fixtures.
5. Lifetime report according to the LM80 standard.
6. Photometric calculations for each given profile.
7. The operating current in the nominal operating mode should be a maximum of 800mA.
8. Statement by the light fixture manufacturer on the energy efficiency class of LED light fixtures, which must be at least D, according to the current EU regulations on energy labels.
9. It is necessary to submit the technical description of the light fixtures, for each profile individually, and it is necessary to specify all the required characteristics.
10. Catalogue of light fixture manufacturers.
11. The statement of the manufacturer of the light fixtures that all the data specified in the technical documents are correct.
12. A statement for each type of light fixture that the light fixture is equipped with integrated overvoltage protection in the driver itself from min. 4 kV, as well as to be equipped with an additional device for removing overvoltage before the driver with characteristics with a minimum of 10 kV and with clearly marked type of device and its basic characteristics.
13. Statement by the light fixture manufacturer that the production processes and that the light fixtures were manufactured in accordance with the ISO 14001 and ISO 50001 standards.
14. Two samples of each type of light fixtures and reflectors offered. Light fixtures should be in boxes. Each sample should be marked with the type of light fixture, the category for which it is offered, the name of the manufacturer of the light fixture, the name of the bidder, the number of the public procurement, the number and date of the offer and properly indicated energy efficiency class.
15. An assessment study of the impact of a technical solution on the environment with environmental protection measures with special reference to harmful substances, gases with a greenhouse effect, recycling and waste management.
16. It is necessary to include all costs of equipment, materials, works. There are no excess works, unforeseen and subsequent works that are separately calculated according to the public partner.

Requested samples are delivered with the offer. The supplied samples must be new and unused, in the original packaging. If the submitted sample does not meet the required technical characteristics, such an offer will not be ranked but will be rejected as unacceptable. If the bidder does not submit the requested sample with the offer, the Client is not obliged to invite the bidder to subsequently submit the requested sample, and will reject such an offer as unacceptable. During the expert evaluation of the quality of the samples, the representative of the bidder and the representatives of the ordering party – expert members, will draw up a report that will be signed by all persons present. If the bidder does not respond to the contracting authority’s invitation to attend the quality assessment of the samples, the committee will assess the quality in that case without the bidder's presence, and send the minutes to the bidder.

The method of evaluating light fixture samples is as follows: The contracting authority draws the bidders’ attention to the possibility of checking the technical characteristics and testing the samples of the delivered light fixtures. The contracting authority can mount and test the marked samples in such a way as to place them in places that have the same characteristic cross-sections, as indicated in the photometry profile description table. The measurement of light technical characteristics will be performed based on the EN 13201 standard. Also, in the same way, the contracting authority can test the asymmetry values of higher harmonics and power factor. All interested persons of the Bidder, who have received prior authorisation from the Bidder, can attend the testing. The contracting authority will inform all Bidders about the date and place of the measurement within 3 days before the measurement.

**Disposal of waste**

The Contractor is obliged to dispose of all acquired material that is hazardous to health at his own expense in accordance with the Law on Environmental Protection and in accordance with positive regulations on the disposal of municipal, hazardous and other waste, unless the contracting authority indicates that he wants to use them for other purposes.

The contractor is obliged to provide the contracting authority with a certificate from the company authorised to take over hazardous waste within 5 days from the end of the disposal.

Lighting reconstruction works should be adapted to the needs of unhindered traffic and pedestrian movement.

**Field tour**

An interested bidder can visit the site for installing LED public lighting and view the characteristic profiles of traffic roads.

In connection with the site visit, it is necessary for the bidder's representative to report to the Contracting Authority. The agreed tour will be attended by a representative of the Contracting Authority and a representative of the Bidder. Bidders who visit the sites at the scheduled time will receive a certificate of the site visit, signed and certified by the representative of the Contracting Authority.

1. **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 the public procurement procedure in the period of the previous two

years up to the date of expiry of the time limit for submission of tenders, i.e., requests, violated applicable obligations in the area of the environmental protection, social and labour law, including collective agreements, and in particular the obligation to disburse the contracted wages, or other compulsory payments, including obligations in accordance with the provisions of the international conventions listed in Annex 8 of the Law on Public Procurement.

# Method of proving the fulfilment of the criteria:

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

# Conflict of interest

# Legal basis:

Article 111, paragraph 1, item 4) of the PPL - the Contracting Authority shall exclude an economic operator from public procurement procedure if item 4 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***

# Financial and economic capacity Legal basis:

Article 116, paragraph 1 of the PPL - the contracting authority may determine in the procurement documentation the financial and

economic capacity which ensures that economic operators have the financial and economic capacity necessary for the execution of the public procurement contract.

# Additional description of criteria:

An economic operator participating in the public procurement procedure in question must meet the criteria related to

**financial and economic capacity** defined in Article 116, paragraph 1 of the PPL, as follows:

1. That the total business income for the last three (3) accounting years must be equal to or greater than dinars. In the case of a joint offer, the sum of the total business income of all members of the joint offer is taken into account.

# 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:

* 1. corresponding bank report;
	2. financial statements or extracts from financial statements, if publication of financial statements is mandatory;
	3. a report on the total income of the business entity, in the last three available accounting (financial) years, depending on the date of establishment or start

performing the activities of a business entity, if information about those revenues is available.

If, for justified reasons, the business entity is not able to provide the above-mentioned documents and evidence required by the contracting authority, it can prove its financial and economic capacity with any other document from the content of which the contracting authority can undoubtedly determine the fulfilment of the required financial and economic capacity.

# Technical and professional capacity

* + - 1. **List of performed works Legal basis:**

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

# Additional description of criteria:

That in the previous five years before the deadline for submitting bids, he concluded at least two (2) contracts, according to which the reconstruction of the public lighting system using LED technology was successfully carried out and according to which at least a total of LED light fixtures were installed, of which one contract was installed at least pieces of LED light fixtures.

# 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:

* A photocopy of the concluded contracts (at least two (2) contracts) according to which the Bidder, in the previous five years, carried out the reconstruction of public lighting using LED technology, according to which the reconstruction of the public lighting system using LED technology was successfully carried out and

according to which at least pieces of LED light fixtures were installed in total, of which at least LED light fixtures were installed according to one contract;

* Reference certificates/certificate of the contracting authority about the quality of the delivered contract, which contains: the name of the contract, the name and address of the contracting authority, the date of conclusion of the contract, the duration of the contract, the number of installed lights, contact person.

# Technical persons or bodies Legal basis:

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

# Additional description of criteria:

To have in an employment relationship or under another contractual relationship in accordance with the Labour Law (“Official Gazette of the Republic of Serbia”, Nos. 24/2005, 61/2005, 54/2009, 32/2013 and 75/2014, 13/2017 - Decision of the Constitutional Court and 113/2017), other laws and by-laws:

* at least one (1) electrical engineer with a licence to design low and medium voltage electrical installations (licence of the Chamber of Engineers of Serbia No. 350 or equivalent);
* at least one (1) electrical engineer with an authorised contractor's licence (licence of the Chamber of Engineers of Serbia no. 450 or equivalent);
* at least electrical fitters of the III /IV professional degree, of which at least are equipped to work on the hydraulic platform and automatic basket.

# 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 following documentation:

- for an engineer:

a) a copy of the employment contract and/or employment contract in accordance with the provisions of the Labour Law;

b) a copy of the licence of the Chamber of Engineers of Serbia or the corresponding licence issued by the Ministry of Construction, Transport and Infrastructure;

c) confirmation that the license is valid, issued by the Chamber of Engineers of Serbia or the Ministry of Construction, Transport and Infrastructure.

- for each worker:

a) a copy of the employment contract and/or employment contract in accordance with the provisions of the Labour Law;

b) a copy of the signed and certified record of employees qualified for safe and healthy work;

c) certificate of possession of psychophysical abilities to work at height;

d) an official document - certificate or confirmation from the competent institution on the ability to perform the work of an electrical fitter in the field of safe work at height - operating a crane - hydraulic basket.

# Tools, operating or technical equipment Legal basis:

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

# Additional description of criteria:

To have at least one registered vehicle with a hydraulic platform for working at a height of at least 10 m and at least one registered vehicle with a hydraulic platform for working at a height of at least 16 m;

# 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 for each vehicle:

а) a copy of a valid transport permit and a copy of the registration sticker or a copy of the leasing/leasing agreement in the name of the private entity or subcontractor, if the vehicle is the subject matter of the purchase/leasing agreement;

b) copies of the valid report/expert report on the inspection of the hydraulic platform issued by the competent institution;

c) a photograph of vehicles with hydraulic platform.

# Quality Assurance Systems and Environmental Management Standards

* 1. **Quality Assurance Standards Legal basis:**

Article 126 Of the PPL - If the Contracting Authority requests, for the purpose of proving criteria for qualitative selection submission of certificates from independent bodies confirming the compliance of the business entity with certain quality assurance standards, including accessibility for persons with disabilities, is obliged to refer to quality assurance systems based on the appropriate standards confirmed by accredited bodies.

# 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 systems:

* + - SRPS ISO 9001, quality management system
		- SRPS ISO 27001, information security management system.
		- SRPS ISO 45001, occupational health and safety management systems.
		- SRPS EN ISO 50001 energy management system (EnMS), or equivalent integrated systems.

# 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.

# 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.

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

In the public procurement procedure, the Contracting Authority awards the contract to the most economically advantageous offer based on the ratio of the offered price to the installed capacity based on the following criteria:

* Price – maximum 50 weightings
* Future installed power – maximum 50 weightings

**Price** - total value expressed in dinars or euros without VAT through item 7 of the offered price structure form with instructions on how to fill it out.

The offer with the lowest total price offered without VAT receives a maximum weighting of 50.

Offers with a higher offered Total price without VAT - Higher price are evaluated in relation to the offer with the lowest offered Total price without VAT - Lowest price in such a way that the maximum number of weights of 50 is reduced proportionally to the lowest offered Total price without VAT - The lowest price and the highest offered Total prices without VAT - The higher price according to the following formula, to two decimal places:

n1 = 50 \* Pricelowest/ Pricehigher

Future installed power - expressed in kW through item 11 of the Price Structure Form with instructions on how to fill it out.

The offer with the lowest future offered installed capacity receives a maximum number of weights of 50.

Offers with a higher offered Future installed power - kW are valued higher than the offer with the lowest offered Future installed power - kWlowest in such a way that the maximum number of weights of 50 is reduced proportionally in relation to the lowest offered Future installed power - kWlowest and higher offered Future installed power - kWhigher according to the following formula, to two decimal places:

n2 = 50 \* Pricelowest/ Pricehigher

TOTAL NUMBER OF WEIGHTS of one offer n (maximum 100) equals the sum n1 + n2 according to the formula: n = n1 + n2

The ranking of bids will be done according to the number of weights assigned to each bid.

**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 number of weights, the contracting authority will select the most favourable offer by choosing the offer of the bidder who offered a shorter deadline for execution of works.

Application of the draw

If, even after the application of the above-mentioned reserve criteria, it is not possible to make a decision on the award, the contracting authority will award the contract to the bidder who will be drawn by lot. The contracting authority shall notify in writing all bidders who have submitted bids of the date when the draw will take place. Only those offers that have the same number of weights and the same delivery date will be included in the draw. The contracting authority will draw by draw in public, in the presence of the bidder, by writing the names of the bidders on separate papers of the same size and colour, and will fold all these papers and put them in a transparent box from where they will draw one paper and one in accordance with the order of the drawn names of the bidders, the ranking of bids will be performed, i.e., the bidder whose name will be on the first drawn paper will be the first ranked bidder.

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

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

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

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

1. general data on the bidder, i.e., each bidder from the group of bidders, as well as subcontractors (business name or abbreviated name from the appropriate register, registered office address, identification number and tax identification number, contact, etc.);
2. the validity period of the bid expressed in the number of days from the day of bid opening, which may not be shorter than 30 days;
3. subject matter of public procurement:
4. price and other criteria for awarding the contract, which can be expressed numerically;
5. other procurement requirements, which the contracting authority considers relevant for the conclusion of the contract and which can be expressed numerically;
6. data on the part of the contract that the bidder will entrust to the subcontractor (by subject or in quantity, value or percentage), data on the subcontractor, as well as data that the contracting authority will make payments directly to the subcontractor, in case the subcontractor requests direct payment of due receivables;
7. a statement of integrity by which the bidder confirms under full material and criminal responsibility that it submitted its bid independently, without agreement with other bidders or interested persons and to guarantee the accuracy of the data in the bid.

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

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

1. **OFFERED PRICE STRUCTURE FORM**

For the public procurement of works - Reconstruction and replacement of part of the public lighting system in , reference number

|  |  |  |  |
| --- | --- | --- | --- |
| 1 | **REFERENCE VALUES** - Filled in by the contracting authority |  |  |
| 2 | The current installed power of the public lighting system | kW |  |
| 3 | **CONTRACTOR'S OFFER** |  |  |
| 4 | Deadline for the execution of works | maximum 12 months (*enter)* |  |
| 5 | Dismantling and transportation of existing lighting fixtures, delivery and installation of new light fixtures and additional equipment | **RSD** |  |
| 6 | Preparation of technical documentation; obtaining consents and permits | **RSD** |  |
| 7 | **Total price without VAT (5 + 6)** | **RSD** |  |
| 8 | **Amount of VAT** | **RSD** |  |
| 9 | **Total price with VAT (7 + 8)** | **RSD** |  |
| 10 | **Savings of installed power in percentage** | **%** |  |
| 11 | **Future total installed power**  | **kW** |  |

## INSTRUCTION FOR COMPLETING THE FORM OF THE STRUCTURE OF THE OFFERED PRICE

* *It is mandatory to fill in all required data*

**Instructions for filling out:**

* 1. In field 4, the Bidder enters the deadline for the performance of the works, which cannot be longer than 12 months;
	2. In field 5, the Bidder enters the total price for disassembly and transportation of existing lighting fixtures, procurement, delivery and installation of new light fixtures and additional equipment without VAT;
	3. In field 6, the Bidder enters the total price for the production of technical documentation; obtaining consents and permits without VAT;
	4. In field 7, the Bidder enters the total price for fields 5 and 6 without VAT;
	5. In field 8, the Bidder enters the amount of VAT calculated on the total price from field 7;
	6. In field 9, the Bidder enters the total price for fields 7 and 8 with VAT;
	7. In field 10, the Bidder enters the Saving of installed power in percentage;
	8. In field 11, the Bidder enters the Future total installed power in kW.
1. **FORM OF BID PREPARATION COSTS**

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

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

# Note:

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

# Submission of this form is optional.

**7.** **CONTRACT MODEL**

# MODEL CONTRACT FOR PUBLIC WORKS PROCUREMENT - RECONSTRUCTION AND REPLACEMENT OF A PART OF THE PUBLIC LIGHTING SYSTEM IN (*the contracting authority enters the place*)

Entered into by and between:

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

and

 ,

with seat at , Street no. , tax identification number ; registration number: .

Account number: Bank name: Telephone: Telefax: .

represented by .(hereinafter referred to as: Contractor),

*(variant: joint offer)*

* *The contractor is the job holder of the next group of bidders*

*(variant: offer with subcontractor)*

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

# Subject matter of the Contract Article 1

The subject matter of this contract is the regulation of mutual relations between the contracting parties on the basis of the reconstruction and replacement of part of the public lighting system in (*the contracting authority enters the place*), which is carried out with the aim of improving energy efficiency and rationalizing the consumption of the public lighting part in (*the contracting authority enters the place*), in everything according to the adopted Contractor’s no. of and price structure form, which are attached and form an integral part of the Contract.

# Place of execution of works Article 2

The works will be carried out at the location .

# Deadline for the execution of works Article 3

The works referred to in Article 1 of this contract will be performed within *(maximum 12 months)*

from the date of delivery of the order for the performance of works after the mutual signing of the Contract.

# Obligation to cooperate in obtaining necessary permits and approvals Article 4

The contractor has the obligation to obtain all necessary permits and approvals for the performance of works on behalf and for the account of the contracting authority during the entire duration of the Contract, to the extent permitted by the applicable regulations. In the event that applicable regulations do not allow the Contractor to obtain such permits and approvals on behalf of and for the account of the Contracting Authority, the Contractor shall provide all reasonable assistance to the Contracting Authority in obtaining such permits and approvals.

The contracting authority has the obligation to cooperate in the above-mentioned procedure of obtaining all the necessary permits and approvals that approve the execution of the works, as well as to submit all the necessary documentation that it has or, based on the technical and other relevant regulations of the Republic of Serbia, is obliged to provide, that is, it is able to provide it.

# Compliance with regulations Article 5

The contractor has the obligation to act in accordance with the law, technical and other regulations and good business practices in the Republic of Serbia when performing the works, as well as in accordance with this Agreement.

The contractor is obliged to carry out its contractual obligations professionally and responsibly.

# Obligation of the Contractor during the performance of works Article 6

During the execution of works, the Contractor’s obligations include, among other things:

1. preparation of technical documentation necessary for the execution of works;
2. if necessary, drafting and signing and/or obtaining technical documentation necessary for obtaining the necessary permits, according to current regulations;
3. procurement and delivery of necessary equipment and materials;
4. dismantling and transportation of existing lighting fixtures;
5. disposal of dismantled material that is hazardous to health, in accordance with the Law on Environmental Protection and in accordance with positive regulations on the disposal of communal, hazardous and other waste;
6. execution of construction works, installation of new light fixtures and additional equipment;
7. planning and coordinating the execution of works with an authorized representative of the contracting authority, in order to minimize disruption to the regular operation of the facility;
8. adapting the execution of works to the needs of unhindered traffic and pedestrian movement;
9. up-to-date reporting to the Contracting Authority in cases where the Contractor learns information that may have a significant impact on safety or efficient execution of works;
10. regular maintenance of the construction log and other records provided by the applicable regulations;
11. putting into operation the performed works, mounted equipment and materials, according to valid regulations, including checking and quality of lighting in accordance with SRPS EN 13201.

# Technical conditions Article 7

Works include dismantling and transportation of existing lighting fixtures; procurement, delivery and installation of new pieces of light fixtures.

The Contractor’s obligation is to prepare the technical documentation necessary for the execution of the works, including the lighting calculation, to obtain approval for the technical documentation from the Ministry of the Interior of the Republic of Serbia, Department for Emergency Situations, to obtain permits for the occupation of sidewalks and traffic areas from the authority of the local self-government unit responsible for public affairs of traffic, obtains the appropriate construction permit or consent for the execution of works from the holder of public authority. After the completion of the works, the Contractor is obliged to create and deliver to the Contracting Authority a project of the constructed structure in digital form (.dwg and .pdf) and in physical form.

It is necessary to provide for the replacement of existing light fixtures, according to the “1 to 1” method, using the existing electrical conductors, including the procurement and installation of the necessary material/optional extension of the network with new candelabras/posts of the public lighting system/moving cabinets.

*by moving the cabinet*. The brightness level and light technical characteristics must comply with EN 13201 and other valid standards.

It is necessary to create a unique technical solution for each type of light fixture. Unless otherwise stated, luminaires are with integrated driver and light fixture.

The contractor is obliged to install material and equipment in the building that correspond to the prescribed or contracted quality. If necessary, the Contractor is obliged to carry out appropriate material testing.

For the technical acceptance of the equipment, it is necessary to ensure the specifications of the equipment before installation.

# Disposal of replaced equipment and materials Article 8

The Contractor is obliged to dispose of all acquired material that is hazardous to health at his own expense in accordance with the Law on Environmental Protection and in accordance with positive regulations on the disposal of municipal, hazardous and other waste, unless the contracting authority indicates that he wants to use them for other purposes.

The contractor is obliged to provide the contracting authority with a certificate from the company authorised to take over hazardous waste within 5 days from the end of the disposal.

# Obligations of the contracting authority during the duration of the Contract Article 9

During the duration of the Contract, the contracting authority has the following obligations:

1. submits to the Contractor all information, existing technical documentation, all conditions and restrictions established by regulations and all regular known construction and technical conditions and restrictions related to the object, to the extent possible, so that the Contractor can perform the work in a timely manner;
2. making available its engineers in charge of maintenance and operational staff for the needs of contacts and cooperation with the Contractor;
3. appointment of professional supervision;
4. providing unrestricted access to the facility to the Contractor and its staff, so that the works can be performed, during regular working hours, or at other times reasonably requested by the Contractor, provided that this does not have a negative impact on the operation of the facility;
5. up-to-date reporting by the Contractor in cases where the Contracting Authority obtains information that may have a significant impact on safety or efficient execution of works;
6. actions to protect the project and related works, materials and equipment from damage, theft or misuse;
7. ensuring that the facility is properly used and maintained;
8. enabling free access to parts of the facility for the purpose of performing works (removal of tree branches, plants, parked vehicles, stalls, temporary structures, etc.);
9. providing the assistance of the local traffic police station if during the execution of the works the traffic needs to be temporarily stopped or additionally regulated;
10. in case of need, ensuring the cooperation of other communal services during the execution of works;
11. payment of the agreed fee to the Contractor in accordance with Article 14 of this contract and the established dynamics.

# Obligation of the contracting authority to bear the costs of repair of unforeseen damages for the duration of the Contract

**Article 10**

In the event that, during the contractual period, unforeseen damage occurs to the public lighting system, which was not caused by the Contractor's activities, and whose rehabilitation (repair or replacement) is necessary for the performance of the Contractor's contractual obligations, the contracting authority is obliged to take all necessary measures in the shortest possible time for remediation and to bear the costs of remediation, during which time the execution of the Contractor's contractual obligations will be suspended to the extent that their execution is impossible or difficult due to such unforeseen damages.

The contractor has the right to demand compensation for damage that occurs as a result of non-compliance with obligations from this article and Article 9 of the Contract by the contracting authority.

# Qualitative and quantitative reception Article 11

Immediately after the completion of the works, the contracting parties will perform a joint technical inspection of the installed equipment by the Contractor in accordance with the Agreement, in order to confirm the readiness for handover to the contracting authority, and will prepare and sign a report on the inspection, as proof of the performed inspection.

Quantitative and qualitative acceptance of the performed works is carried out in the official premises of the contracting authority. The technical documentation for the acceptance of the performed works must be submitted to the contracting authority at least 3 working days before the acceptance. Acceptance is carried out by authorized persons of the contracting authority, Professional Supervision and an authorised person of the Contractor. A report on the handover of the performed works and technical documentation is drawn up, which is signed by the representatives of the contracting authority, Expert Supervision and the Contractor.

# Claims and warranty

**Article 12**

The warranty period for equipment and works is at least five years from the date of signing the handover report.

The Contractor is obliged to eliminate all possible defects at its own expense during the warranty period.

# Article 13

If, during the performance of the works, the Contracting Authority does not comply with the Contracting Authority’s well-founded request and does not eliminate the defects in the performed works, the Contracting Authority may terminate the Contract and demand from the Contractor compensation for damages caused by poor-quality performed works and due to the termination of the Contract.

If the Contractor does not remedy the defects found during the technical inspection and handover of the performed works within a reasonable period of time, the Contracting Authority may, at the expense of the Contractor, entrust the removal of defects to a third party and activate the bank guarantee for the removal of defects within the guarantee period from Article 19 of the Contract.

# Agreed compensation and dynamics of payment Article 14

The total value of the works under this contract amounts to dinars without VAT, (in letters:

 ), that is, dinars with VAT, and according to the Contractor's Offer no. of .

Payment is made according to the established temporary payment certificates on a monthly level and the final payment certificate.

# Terms of payment Article 15

The contracting authority agrees to pay all due monetary undisputed obligations under this contract within 45 days from the date of receipt of the invoice from the Contractor.

The contracting authority agrees to pay interest to the Contractor on undisputed financial obligations, which have not been paid within 45 days from the date of receipt of the invoice, in the amount determined by the law regulating default interest.

The Contractor has the right to demand compensation from the contracting authority for the delay in fulfilling an undisputed monetary obligation in the amount determined by the law regulating the terms of settlement of monetary obligations in commercial transactions between legal entities from the public sector and the private sector.

The contractor is obliged to provide the contracting authority with the final invoice a signed record of the handover of the performed works, which is proof that the ordered works were performed in the agreed scope and quality.

The debtor-creditor relationship is created on the day of issuing the correct invoice for the works performed at the location specified by the contracting authority in Article 2 of this contract.

# Contractual penalty Article 16

If the Contractor does not perform the works referred to in Article 1 of this contract within the period stipulated in the contract, he is obliged to pay the contracting authority a contractual penalty in the amount of 1‰ (per mille) per day of the value of the late contract for each day of delay, with the fact that the total penalty cannot be greater than 5% of the total value of the Contract.

Partially performed works within the stipulated period do not exclude the obligation to pay the contractual penalty.

The amount for the collection of the contractual penalty is calculated by the contracting authority and sent to the Contractor. Compensation of claims is not allowed.

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

If the Contractor unilaterally terminates the Contract or performs works that significantly deviate from the contractual provisions in accordance with the technical requirements of the Contracting Authority, the Contracting Authority has the right to submit the deposited security instrument for payment of the Contractor, from Article 17 of this contract, for collection.

# Means of financial security for good performance Article 17

The Contractor is obliged to, upon signing the Contract, and no later than within 8 days from the date of conclusion of the Contract, hand over to the contracting authority a blank promissory note as a means of security for the good performance of the work in the amount of 10% of the total contracted price excluding VAT.

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

The bill of exchange must be irrevocable and payable on first demand without objection. If during the duration of the contract the deadlines for the performance of the contractual obligation change, the validity of the means of security must be extended.

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

In the event of an extension of the deadline for the performance of the contracted obligation, the Contractor is obliged to provide the contracting authority with new means of security for the good performance of the work with an extended period of validity longer than 90 days from the established deadline for the performance of the work.

The contracting authority will implement a means of security for the good performance of the work in the event that the contractor does not fulfil the contractual obligation under the agreed conditions, within the agreed period and in the agreed manner.

# Means of financial security for the elimination of defects within the warranty period Article 18

The contractor is obliged to, when signing the report on the handover of the completed works, hand over to the contracting authority an original bank guarantee for the elimination of defects within the guarantee period in the amount of 10% of the value of the contract without VAT, which is irrevocable, unconditional, payable on first call, and which lasts until the warranty period expires. Providing the bank guarantee from this article will be considered a contractual obligation, and failure to provide it is considered a failure to fulfil the obligations defined in this contract.

The contracting authority cannot return the means of financial security to the contractor before the expiration date.

The contracting authority has the right to activate the aforementioned means of financial security in the event that the Contractor does not fully or partially comply with the contracting authority's well-founded request and does not remedy the defects in the performed works in the manner and within the agreed terms, as well as in the event of termination of the Contract.

The contractor has the right to renew the bank guarantee once a year, in case the bank cannot issue a bank guarantee that lasts as long as the guarantee period, with the fact that each guarantee should be delivered to the contracting authority no later than 30 days before the expiration of the previous one.

# Additional explanations and information Article 19

In the event of interruption of the works referred to in Article 1 of this contract, the Contractor is obliged to provide all additional explanations and information, in order to undertake activities to solve the problem.

The contractual parties are obliged to provide the other party with information on each status or organizational change, within 5 days from the date of its occurrence.

# Termination of contract Article 20

The contract can be terminated unilaterally in the event that one of the contracting parties does not fulfil its contractual obligations, whereby the conscientious contracting party has the right to compensation for the damage caused.

The contractual parties are obliged to notify the other contractor in writing about the termination of the Agreement, and if the latter does not respond to the notification received, the Agreement is considered terminated.

# Article 21

The contracting authority may terminate this contract by means of a written notification of the committed omission to the Contractor:

* if the Contractor does not perform the work in its entirety within the deadline specified in the Agreement, as well as within the subsequent deadline set by the contracting authority;
* in case of breach of contractual obligations by the Contractor, negligent and negligent performance of contractual obligations by the Contractor's employees;
* in other cases provided by the Law and this contract.

# Article 22

The Contractor may, by means of a written notice, send the contracting authority a request for termination of this contract if the contracting authority does not make payment in the manner and within the terms stipulated in Art. 14 and 15 of the Contract.

# Force majeure Article 23

The contracting parties are released partially or completely from responsibility for non-fulfilment of obligations under this contract, if it is the result of force majeure.

Circumstances of force majeure are understood as circumstances that arose after the conclusion of this contract, as a result of extraordinary events independent of the will of the contracting parties, such as: war, earthquakes, floods, fires, epidemics, acts of state authorities affecting the performance of obligations.

The contractual party affected by force majeure is obliged to notify the other party in writing of the occurrence of unforeseen circumstances that prevent the performance of the contractual obligation. A contractual party that does not promptly notify the other party of the occurrence of the circumstances referred to in paragraph 2 of this article, which is affected by that circumstance, cannot be referred to it, unless that circumstance itself prevents the sending of such notification.

During the duration of the force majeure, obligations from the Agreement are suspended and sanctions for non-performance of contractual obligations are not applied.

With the occurrence of the circumstances referred to in this article, the deadline for the fulfilment of contractual obligations is extended for a period that corresponds to the duration of the circumstances and the reasonable deadline for eliminating the consequences of those circumstances.

If the circumstances referred to in this article last longer than 1 (one) month, each of the contracting parties reserves the right to terminate the Contract.

# Term of validity of the Contract Article 24

This contract is considered concluded on the day when the contracting parties sign the contract, and if the contracting parties do not sign on the same day, the contract is considered concluded on the day when the contract is signed by both contracting parties and all signed copies are delivered to the contracting authority.

This contract is valid until the fulfilment of all contractual obligations, and no longer than 12 months from the date of mutual signing of the contract.

In case of force majeure or other objective circumstances, the Agreement may be extended for the duration of the force majeure or other objective circumstances, which will be determined by the conclusion of the annex to this contract.

# Dispute resolution

**Article 25**

The contracting parties agree that they will settle all possible disputes arising from this contract amicably.

In the event that the resulting dispute cannot be resolved amicably, the jurisdiction of the Commercial Court in .

# Other regulations

**Article 26**

For everything that is not stipulated in this contract, the provisions of the Law on Contract and Torts ("Official Gazette of the SFRY", no. 29/78, 39/85, 45/89 - decision of the Constitutional Court of Yugoslavia and 57/89, "Official Gazette of the SFRY", no. 31/93, "Official Gazette of Serbia and Montenegro", No. 1/2003 - Constitutional Charter and “Official Gazette of the Republic of Serbia”, No. 18/2020) as well as other regulations of the Republic of Serbia regulating this field.

# Article 27

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

|  |  |
| --- | --- |
| CONTRACTING AUTHORITY(signature of the authorised representative) | CONTRACTOR(signature of the authorised representative) |

**10.** **INSTRUCTION TO BIDDERS ON HOW TO PREPARE A BID**

# Data on the contracting authority:

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

**Basic information about the procedure**

|  |  |
| --- | --- |
| Name of the procedure: |  |
| Reference number: | *(Portal withdraws the stated data)* |
| Type of procedure: | **Open procedure** |
| Type of procurement subject matter: | **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

**Procurement description:**

*(Portal withdraws the stated data)*

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

*(Portal withdraws the stated data)*

Method of ranking acceptable bids:

*(Portal withdraws the stated data)*

# Electronic communication and data exchange on the Public Procurement Portal

Electronic communication is required in the procedure.

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

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

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

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

# on the procedure page:

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

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

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

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

* forming **a group of bidders**

see the general user manual for the Portal

* preparation and submission of **bid**

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

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

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

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

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

# sending a request for protection of rights

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

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

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

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

# Email inbox in the procedure

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

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

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

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

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

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

# Preparation and submission of bids/applications

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

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

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

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

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

A detailed instruction on preparing an offer via the Portal:

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

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

**Language in which offers/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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*(Portal withdraws the stated data)*

With a note:

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

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.

# 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 number of weights and the same delivery date will be included in the draw. The same deadline for responding to reports of defects/irregularities/deficiencies within the warranty period, and the same deadline for eliminating defects/irregularities/deficiencies within the warranty period. 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 deadline for payment:** within 45 days from the date of receipt of the correct invoice that the Contractor will deliver to 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 the Law can be determined with certainty that it is opening for the first time.

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

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

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

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

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

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

## MEANS OF SECURITY FOR FULFILLMENT OF CONTRACTUAL OBLIGATIONS:

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

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

The bill of exchange must be irrevocable and payable on first demand without objection. If during the duration of the contract the deadlines for the performance of the contractual obligation change, the validity of the means of security must be extended.

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

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

## MEANS FOR RECTIFYING DEFECTS WITHIN THE WARRANTY PERIOD

The contractor is obliged to, when signing the report on the handover of the completed works, hand over to the contracting authority an original bank guarantee for the elimination of defects within the guarantee period in the amount of 10% of the value of the contract without VAT, which is irrevocable, unconditional, payable on first call, and which lasts until the warranty period expires. Providing the bank guarantee from this article will be considered a contractual obligation, and failure to provide it is considered a failure to fulfil the obligations defined in this contract.

The contracting authority cannot return the means of financial security to the contractor before the expiration date.

The contracting authority has the right to activate the aforementioned means of financial security in the event that the Contractor does not fully or partially comply with the contracting authority's well-founded request and does not remedy the defects in the performed works in the manner and within the agreed terms, as well as in the event of termination of the Contract.

The contractor has the right to renew the bank guarantee once a year, in case the bank cannot issue a bank guarantee that lasts as long as the guarantee period, with the fact that each guarantee must be delivered to the contracting authority no later than 30 days before the previous one expires.

# 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 bidders 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 PPL.

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

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

Evidence is any document from which it can be determined that the transaction was performed for the appropriate amount referred to in Article 225 of 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.