

TENDER DOCUMENTATION MODEL OPEN PROCEDURE

## Public procurement of works – DESIGN AND RECONSTRUCTION OF A PUBLIC BUILDING USING GREEN CRITERIA

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

**Name: DESIGN AND RECONSTRUCTION OF A PUBLIC BUILDING**

## Type of procurement subject matter: Works

**Description:** The public procurement is conducted for the purpose of concluding a public procurement contract on the design and reconstruction of a public building.

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



# TYPE, TECHNICAL CHARACTERISTICS (SPECIFICATIONS), QUALITY, QUANTITY, DESCRIPTION, CONDITIONS AND MANNER OF PERFORMANCE OF WORKS

## Documentary basis for the creation of design and technical documentation, which the Contracting Authority must have:

* Elaboration of energy efficiency of the existing state.
* Architectural and construction project of the building.

***\*Note - the aforementioned documentation must be provided by the Contracting Authority before the implementation of the public procurement.***

***The documentation is published on the Public Procurement Portal as an integral part of the procurement documentation, or if it is not possible to publish it by electronic means, the possibility of inspecting the documentation must be foreseen.***

# CURRENT SITUATION

*The contracting authority here provides information about the building that is the subject matter of reconstruction.* *The data must be of an informative nature, containing information about the location of the structure, the date of construction of the structure, the legal property status of the structure (ownership), basic descriptions of the existing state of installations, equipment, insulation, etc. It is mandatory to specify the existing energy efficiency class of the structure (the data is taken from the Elaboration of the energy efficiency of the existing state).*

# GOAL OF RECONSTRUCTION

The goal of the reconstruction is to significantly improve the building's energy efficiency by acquiring new technologies, equipment and devices (photovoltaic panels, solar collectors, heat pumps, LED lighting) that use renewable energy sources, thereby significantly reducing CO2 emissions and energy consumption, which leads to the improvement of general conditions quality of work and preservation of the environment.

## Reconstruction includes:

* Designing the reconstruction of the building according to the conditions and requirements contained in the Technical Specification,
* Replacement of worn-out equipment,
* Replacement of electrical installations and process automation,
* Installation of equipment, air conditioning, heating and cooling systems that use alternative/renewable energy sources
* Energy renovation of the building (increasing the insulation of walls, floors, ceilings and roof with the optional use of recycled materials in the renovation process)



# THE PROCUREMENT INCLUDES

**I DESIGNING**

Technical documentation must be prepared in accordance with the Law on Planning and Construction (“Official Gazette of the Republic of Serbia”, Nos. 72/2009, 81/2009 - corrected, 64/2010 - decision of the Constitutional Court, 24/2011, 121/2012, 42/ 2013 - decision of the Constitutional Court, 50/2013 - decision of the Constitutional Court, 98/2013 - decision of the Constitutional Court, 132/2014, 145/2014, 83/2018, 31/2019, 37/2019 - other laws 9/2020 and 52/2021 hereinafter referred to as: the Law), Rulebook on the content, method and procedure of preparation and the method of control of technical documentation according to the class and purpose of the structure (“Official Gazette of the Republic of Serbia”, No. 73/2019, hereinafter referred to as: the Rulebook), other positive legal regulations that regulate the field of design, by-laws, adopted standards, technical regulations and rules of the profession.

The designing involves the preparation of complete technical documentation with the implementation of the procedure for obtaining a decision on the consent of the competent authority, accompanying documentation and studies, namely the preparation of:

* Preparation of the Conceptual Design for the purposes of obtaining Location Conditions, in accordance with Article 53a. of the Law,
* Building Permit Design, in all respects according to the Location Conditions, in accordance with Article 118a. of the Law and Article 17 of the Rulebook, with an extract from the project,
* the Main Design, in accordance with Article 123 of the Law and Article 18 of the Rulebook,
* As-Built Design, in accordance with Article 124 of the Law and Article 19 of the Rulebook, if necessary.

The designs must be made in printed form (Cyrillic script), bound, plasticised, in copies, a copy in digital form (USB) in PDF format and a copy in open formats (DWG, XLS, DOC, JPG,). The designs must be signed and certified with the personal seal of the holder of the appropriate license, with a statement from the responsible designer, which confirms that the project was created in accordance with valid regulations and rules of the profession.

The designs are made in accordance with the obtained Location Conditions, according to the areas. Required designs:

* Architecture Design,
* Design of Hydro-Technical Installations,
* Design of Electrical Installations
* Design of Telecommunication and Signal Installations,
* Automatic Control System Design,
* Mechanical Installations Design,
* Thermal-Technical Installations Design,



* Exterior Landscaping Design,
* Preparatory Works Design.

Required studies:

* Study of energy efficiency,
* Study of fire protection.

The bidder ensures the technical control of the Building Permit Design, in accordance with Article 129 and 129a of the Law and Article 80-87 of the Rulebook. The costs of obtaining and performing technical control are included in the offered price.

# II. PROCUREMENT, DELIVERY OF INSTALLATIONS AND EQUIPMENT

**EQUIPMENT REQUIREMENTS**

The equipment offered must meet all relevant standards. The bidder in the offer must submit a detailed reconstruction plan of the building in the following scope:

## Technical equipment

* 1. **Machine part**

The machine part must contain:

1. Technical report with a description of the functioning of the complete mechanical equipment.
2. The specification of mechanical equipment must contain a list of mechanical equipment with specifications of all performance parameters, material version, type and manufacturer.
3. Technical scheme - The technical scheme must contain: All mechanical equipment with its performance and engine power, all valves, closures, covers and other necessary elements, all pipelines marked with DN, PN, material, which medium is transported through the pipeline, media flow direction, media flow in the pipeline in m3/h or l/s and all measured values ​​such as water surface, oxygen, flow and similar.
4. Drawings of technical equipment - bases and cross-sections - details in such a form, that the complete technical equipment is clear. The scale of the drawings must be such that all pipelines, fittings, mechanical equipment must be drawn in the drawings. The details of the drawing must be such that, with the help of the drawing, it is possible to clearly control the estimate and estimate.

The offered price must include all costs: all mechanical equipment, pipelines, fittings, auxiliary structures, connecting material (fasteners-joints), consumables and others and must contain a statement about the technical characteristics of all components of the offered equipment, model, type, country of origin and the manufacturer.

The bidder submits an **equipment catalogue** (excerpt from the Catalogue, prospectus, technical drawing, sketches, schemes, etc., or other appropriate document) in which he has visibly marked the components of the equipment he offers, in order to determine the compliance of the technical characteristics of those components with the technical characteristics required by the Tender documentation and offered technical characteristics. If not all the characteristics required by the Technical Specification can be seen from the submitted documentation, the bidder is obliged to submit a description of the technical characteristics on the document, signed and stamped by an authorised person of the manufacturer.

* 1. **Electrical part, measurement, regulation and control system**
1. Technical report listing the function of all important devices and the entire control system.
2. Connection diagrams of low-voltage distribution cabinets.
3. Technical schemes for managing automation processes and facility dispatch management.
4. Lighting calculation done in the DIALUX or RELUX software package.

The offered price must include all costs of all important devices and the entire control system and must contain a statement about the technical characteristics of the important devices and the entire control system, model, type, country of origin and manufacturer of the offered devices.

The bidder submits the **equipment catalogue** (excerpt from the Catalogue, prospectus, technical drawing, sketches, schemes, etc., or other appropriate document) in which he has visibly marked the offered equipment, in order to determine the compliance of the technical characteristics of that equipment with the technical requirements from the Tender documentation and the offered technical characteristics. If not all the characteristics required by the Technical Specification can be seen from the submitted documentation, the bidder is obliged to submit a description of the technical characteristics on the document, signed and stamped by an authorised person of the manufacturer.

# III PERFORMANCE OF WORK GENERAL INFORMATION ABOUT THE FACILITY AND LOCATION

Structure category: classification number (Rulebook on

classification of buildings “Official Gazette of the Republic of Serbia”, No. 22/2015). Place:

Cadastral plot number: cadastral municipality:

## Part of the construction (execution of works) contains:

1. The overall situation of the facility area with all underground pipelines, solid surfaces, construction facilities, LV connections, external LV distribution boards and wiring, lightning rod and grounding in accordance with the Rulebook on technical norms for the protection of buildings against atmospheric discharge (“Official Gazette of the Federal Republic of Yugoslavia”, No. 11/96), external and internal lighting in accordance with the Rulebook on requirements regarding EE in the public procurement procedure (“Official Gazette of the Republic of Serbia”, No. 10/2022), camera system and security system, other. Construction facilities must be marked.
2. Technical report - must contain an expert description of the construction facilities, their markings and function.



1. Construction drawings - it is necessary to provide simple drawings of the construction object with certain main dimensions.

The offered price must include all construction costs (performance of works), contain the value of materials, equipment and installations, manpower, machinery and tools for work, transport, implementation of safety and health measures at work and environmental protection, elimination of defects within the warranty period.

In the event that the bidder does not submit the required documentation in his bid, his bid will be deemed unacceptable.

# MANAGEMENT REQUIREMENTS

**DESCRIPTION OF THE CENTRAL FACILITY SUPERVISION AND MANAGEMENT SYSTEM**

## Description of automatic control cabinets

The automatic distribution cabinets in the building should be decentralised, i.e., there should be one on each floor. They should manage the equipment that is part of the facility and is intended for heating and cooling the facility (substation). It should also control ventilation, lighting, shutters or blinds, and heating or cooling devices

- “Fan-Coil“.

It should be possible for lighting, control of blinds or blinds and devices for heating or cooling - "Fan Coil" to have local and remote control. The remote control should be centralised and all the aforementioned devices can be accessed from it.

Inside the automation cabinet, enable powering of local sockets and consumers that are not part of the facility management system.

## Description of elements in the field of automation

In the premises of the facility, individually for each one, it should be possible to maintain temperature, humidity, pressure and lighting control. Motion sensors, presence sensors and magnets for the open status of windows and doors should also be installed. All the listed monitoring sensors and sensors that are within the control circuits of the previously mentioned parameters should be displayed on the screen of the centralized Touch Screen. Displays on the screens of the Touch Screen should be grouped by the premises of the facility in order to make it easy for the user to follow.

## Lighting management in the facility

This system is intended for the management of both indoor and outdoor lighting. Internal control (button inside the room) and remote via a centralised screen should be enabled in each room of the facility. The same applies to outdoor lighting. The centralised control screen should have, in addition to the ability to directly turn on or turn off the lamp, and the ability to display the status of the lamp.

Controlled lighting can be on/off type or dimmable; depending on



whether an appropriate control module should be used.

In the lighting system, presence, movement and lighting sensors are installed, which will automatically turn the lighting on or off depending on whether people are present in the room. If dimmable lighting is used, it is necessary to install lighting sensors and programmatically dim the lamp depending on the signal from the lighting sensor.

## Management of blinds or blinds in the building

In the facility, the control of blinds or blinds should be provided: remotely via the Touch Screen, locally via buttons located in certain rooms and in accordance with the weather conditions detected by the built-in weather station. These types of commands must enable the raising/lowering of blinds or blinds, as well as the rotation of blinds, which also bring additional energy savings.

Identical to the manual control of the blind (remote or local), semi-automatic control is possible. This means partial or complete raising/lowering of blinds or blinds, as well as the inclusion of automatic control that involves positioning blinds or blinds depending on the time of day.

In addition to the above, the system enables the coupling of lighting and control of blinds according to a previously defined scenario. It is possible to create multiple scenarios and allow the user to choose the execution of the desired scenario.

As an example of one of the scenarios is the management of blinds and lighting depending on the intensity of the outside light (toward the end of the day, as the intensity of the outside light decreases, the blinds can be lowered slowly, while the smoky lighting increases the light intensity).

## Heating monitoring and control subsystem

Local control of "Fan Coil" units should be implemented through the use of Touch Screens or compatible touch screen wall controllers in offices and corridors. With the help of these controllers, it is possible to manually manage the desired temperature and to signal the presence in the room after the end of the working hours, which enables the extension of the heating and cooling operation.

In order to achieve more efficient heating/cooling and achieve greater efficiency, it is necessary to foresee the installation of magnetic contacts on windows and doors with sensors and indicators of openness. In this way, their coupling with the appropriate controller would ensure the dependence of operation on the opening/closing of windows and doors. Considering that the installation of a presence sensor is foreseen in the system, it is possible to reduce the heating/cooling to the necessary level or turn it off completely after all users leave the office. It should also enable the generation of large savings. The facility management system solution should enable heating/cooling in the facility in multiple modes, e.g., regular working hours, weekend, holiday, etc.

During regular days, it is necessary to enable configuration of working hours. During working hours, the heating is regulated via wall controllers, while outside of working hours, the system in the controllable facility should be implemented so that certain zones are heated/cooled only at the request of the user in order to optimize energy consumption.



## Substation Management Subsystem

The facility's substation should consist of an energy-efficient heat pump that works on the principle of water/water, earth/water or air/water, a gas condensing boiler, a boiler for heating and cooling, a buffer for sanitary water, an electric heater, a pair of circulation pumps and three-way valves which, depending on the mode of operation, push the water to one or the other side.

In order to achieve the best energy efficiency, the elements of this system will be managed by a programmable logic controller.

Management and monitoring of heating, cooling and ventilation systems and facility management systems must be enabled on a computer at the request of the contracting authority.

# BEMS

Management and monitoring of heating, cooling and ventilation systems and facility management systems must be enabled on a computer at the request of the contracting authority. After performing this part of the work, it is necessary to train the personnel who will monitor and manage this system.

# REQUIREMENTS FOR VENTILATION MECHANICAL EQUIPMENT:

The premises of the facility must have forced air intake and exhaust. The introduction of fresh air is achieved through an air recuperator with appropriate filters, which introduces fresh air into the rooms through the channel distribution made of galvanised sheet metal and exhaust grilles.

The grilles must be of adequate dimensions, with the possibility of regulating the air flow on them, and are located on the lower side of the channel. The channel distribution is carried out in the lowered ceiling of the rooms.

An axial fan located in the recuperator should be designed to expel the air, which expels fresh air from the rooms through the channel distribution made of galvanized sheet metal and suction grilles.

The grilles must be of adequate dimensions, with the possibility of regulating the air flow on them, and are located on the lower side of the channel. The channel distribution is carried out in the lowered ceiling of the rooms.

The premises of the sanitary facility will be ventilated by air extraction, via a diffuser, channel distribution and an axial fan. The supply of air to the sanitary unit will be carried out naturally, from the surrounding rooms. The channel distribution is carried out in the suspended ceiling of the sanitary unit.

The ventilation system must be done in accordance with the SRPS EN 16798-1:2019 standard



or "appropriate".

It is necessary to provide that the ventilation openings are predominantly on the side of the building that is least exposed to the influence of traffic in order to reduce the impact of harmful gases from the outside environment and reduce the impact of noise emissions.

# HEATING AND COOLING OF THE FACILITY:

For the purposes of heating and cooling the building, it is necessary to provide heat pumps as a primary source and a gas boiler as a secondary source in case of the need to reheat the building in periods of extremely low temperatures.

The source of heat pumps can be air, water or earth. From these heat pumps, a pipeline is led to the Buffer for heating or cooling, and then the water circulates to the fan convectors located around the premises.

Heating/cooling of rooms inside the facility is done via fan convectors, which are controlled by a thermostat installed in the heating room.

# SANITARY HOT WATER:

Sanitary hot water is heated using solar collectors, placed on the roof, with a solar collector station.

They are connected to each other and a pipeline of copper pipes has been installed all the way to the tank for sanitary hot water with two exchangers and an electric heater. The boiler that is installed in the building must have a chrome boiler with adequate thermal insulation.

If the solar system is not able to heat the sanitary hot water, the gas boiler takes over the role of the source and heats it, and in the case of gas restrictions, it is necessary to provide electric heaters in the boilers themselves that heat the sanitary hot water.

# PHOTOVOLTAGE PANELS FOR THE PRODUCTION OF ELECTRICITY:

Solar systems for photovoltaic conversion, i.e., transformation of solar energy into electricity, are modern, high-efficiency systems intended for self-consumption of energy.

For the building that is the subject of reconstruction, it is necessary to install photovoltaic panels with all the necessary equipment, a voltage controller and an inverter of the solar system on the renovated roof.

The capacity of the photovoltaic system is defined based on the area of the free roof space of the building.

The facility is powered partly with electricity from the distribution system, and partly with electricity from self-production via photovoltaic panels.

# REQUIREMENTS FOR THE ELECTRICAL EQUIPMENT OF THE ELECTRICAL INSTALLATION:



For the purposes of performing power installations: lighting, heating, cooling and ventilation of the building, it is necessary to prepare a project with all the necessary documentation, measurements and catalogues.

The building is architecturally designed in accordance with the regulations on thermal protection of buildings and is located in a climate zone with a prescribed external design temperature.

The project of electric power installations should be done on the basis of:

* Architectural and construction project of the facility and on-site recording;
* Study of energy efficiency of the existing facility

# FACILITY POWER SUPPLY AND ELECTRICITY CONSUMPTION MEASUREMENT:

The power supply of the facility must be provided from the distribution network and from photo voltage panels in accordance with the Design and Connection Conditions issued by "EPS DISTRIBUCIJA".

# DISTRIBUTION CABINETS:

For energy supply, a measuring point cabinet should be provided, which is built into the wall in front of the building, so that it is accessible to persons for control and reading.

The measuring point cabinet should be equipped with a measuring device, power limiters - nominal current limiters that will be defined by the project type C, breaking capacity 10kA, and connection clamps.

The connection should be 3x400/230V, the maximum simultaneous (committed) power of the object's consumer will be defined by calculation.

Measuring device - meter, should be three-phase, two-way, three-system, two-tariff. The accuracy class of the active energy meter is 2, i.e., class A, range 10 - 80 A.

The main distribution cabinet should be equipped with an FID switch 63/0.5A, as well as fuses of rated current 25A, type C breaking capacity 10kA, to protect the conductors for powering the floor distribution cabinets, as well as equipment for powering external lighting in accordance with the attached single-pole scheme. It is also necessary to install a 275V/12.5kA surge arrester for the TT grounding system, class I+II.

Each of the floor cabinets should be equipped with an FID switch 25/0.3A, appropriate elements for controlling lighting, ventilation, heating, roller blinds, or elements of the facility management system, as well as appropriate fuses to protect the power lines of all consumers. It is also necessary to install a 275V/12.5kA surge arrester for the TT grounding system, class I+II.

In distribution cabinets, automatic fuses for circuits should be characteristics B and C with nominal current values in the range of 10-20A, breaking capacity 10kA depending on the type of consumer.

Junction boxes should be made of twice-pickled sheet metal with appropriate IP protection (IP31 or higher). Cabinets are intended for installation in the wall.

Cabinets should be equipped with a single-pole circuit that is placed on the inside of the cabinet door.

The protection system should be marked in a visible place from the outside: TT.



# INSTALLATION OF ELECTRICAL CONNECTIONS AND CONNECTORS:

The electrical installation of the connections should be provided with cables of type PP-Y, PP00 or N2XH-J of the appropriate section and number of cores.

Cable laying is carried out partly in the wall under mortar, partly in cable supports (PNK). Modular connection boxes in the wall should be provided for powering part of the consumers in the building, and depending on the need, they can be with 1, 4 or 7 modules.

Modular connectors are a combination of Shuko connectors, Euro connectors, RJ45 Cat.6, that is, depending on the purpose of the room in which they are installed.

In addition to wall sockets, floor boxes with a certain number of power and RJ 45 Cat.6 connectors should be provided for certain rooms, in accordance with the graphic documentation.

Sockets with a protective cover should be provided for the canteen/kitchen areas and rooms for the accommodation of mechanical equipment.

Junction boxes for installation are mounted axially at a distance of 30 cm from the unflustered ceiling, taking into account the depth of burial. Cable routing between the distribution (ø78 mm) and connection (ø60, M4 and M7) boxes is at right angles to the axis of the box.

Distribution boxes are not provided in toilets and are placed on the outside of the wall. There can only be one power cable in the junction box.

# ELECTRICAL LIGHTING INSTALLATIONS:

The installation of electric lighting should be carried out with appropriate lamps adapted to the working conditions and interior decoration.

LED lighting should be provided, in order to achieve maximum savings in electricity consumption.

Lighting should be performed with LED built-in or surface-mounted lights of appropriate power.

Lighting management is described below in the technical description in the description of facility management installations.

The installation is carried out at a height of 30 cm from the ceiling, while distribution boxes ø78 mm are placed axially at the intersection of vertical and horizontal at a height of 30 cm from the ceiling.

Luminaires should be designed for installation on the ceiling, wall or structure of the building in a manner determined by the construction of the luminaire or by means of specified supporting accessories. The composition of the position of the lamps should also include a structure for hanging the lamps, which is solved on the spot. Give a short description for each intended lamp. The power supply voltage of the lamps is 220-240V, 50Hz. The lamp includes light sources, and all auxiliary material for the operation of the lamp and their installation (holders, hangers, cables). All lamps in the offer should be from the same reputable manufacturer. All offered lamps should have the same or approximate characteristics and dimensions as the specified types of lamps.

# CONDUCTORS:

The entire installation should be carried out with PP-Y, PP00 or N2XH-J type cables of the appropriate section and number of cores laid in the wall and ceiling under the plaster or in the floor



of the facility or by cable racks (PNK). All conductors are protected by appropriate fuses depending on the power of the consumer.

S/FTP Cat.6 type cables should be provided for structural cable system installations.

# INSTALLATIONS FOR EQUALIZATION OF POTENTIAL

In the entire facility, all metal masses should be connected with a PP-Y, PP00 or N2XH-J 1x6 mm² conductor. The conductor is placed in the wall under the plaster and connected to it is the installation of plumbing, heating and other metal masses in the building. Only the place of connection between the conductor and the metal pipe will be carried out using special clamps, the flat metal mass will be connected to the conductor using lugs and screws. The connection itself must be made as close as possible to the exit of the plumbing pipes from the wall. Conductor P/Y 1x6 mm², should be placed from the connection point to the equipotential bonding box SIP or to the nearest distribution cabinet. All these conductors are connected to the fifth protective rail in the switchboards.

# INSTALLATION OF LIGHTENING ROD

The lightning protection installation of the building should be performed in the form of a classic lightning rod, as a non-insulated lightning protection installation according to SRPS IEC 1024-1 or "appropriate". The required level of protection of the lightning arrester installation should be determined based on SRPS IEC 1024-1-1 or "appropriate".

# INTERNAL LIGHTNING PROTECTION INSTALLATION:

The internal lightning protection installation should ensure potential equalization in order to prevent dangerous induced voltages and the penetration of overvoltage of atmospheric origin in the internal part of the building.

Potential equalization should be carried out inside the facility via the bus for the main potential equalization. The main busbar for potential equalisation should be connected to the grounding system, lightning protection installation, water supply and heating installation.

# PROTECTION AGAINST TOUCH VOLTAGE:

Protection against excessive contact voltage should be performed by the system of automatic disconnection of the supply voltage according to the TT system.

Protection of cables and installation conductors against short circuit and overload should be carried out with appropriate fuses, placed at the beginning of the outlet and dimensioned in accordance with the section, type and method of laying the cables, and in accordance with SRPS HD 60364-5-52 or "appropriate".

Protection against direct contact with live parts should be carried out in accordance with current legislation, i.e., appropriate IP protection.

Protection against indirect contact with live parts should be in accordance with current legislation, i.e., switching off the protective device within the prescribed time. All metal parts of the equipment that are not normally under voltage should be galvanically connected and connected to the ground. This achieves the equalisation of potential on all



metal masses, which is also protection against static electricity and atmospheric discharge.

Protection against the penetration of solid foreign objects and moisture should be carried out by placing the equipment in housings of appropriate IP protection.

The protective conductor, the third or fifth core in each cable should be yellow-green in colour.

The complete installation must be performed in accordance with the valid Technical Regulations.

# MEASUREMENTS, TESTS AND CERTIFICATE DOCUMENTATION:

The entire installation should be made in accordance with the valid technical regulations for this type of installation.

After the completion of all works, it is necessary to carry out measurements and tests of all electrical installations, a visual inspection and a functional test, in accordance with regulations, rules and other legal regulations governing this area. All measurements and tests should be performed by accredited institutions, on which reports are drawn up and delivered to the Contracting Authority.

For all installed material and equipment, it is necessary to submit appropriate certification documentation in accordance with domestic legislation.

# TELECOMMUNICATION AND SIGNAL INSTALLATIONS INSTALLATION OF STRUCTURED CABLE SYSTEM – SCS

The project must foresee the integration of the telephone and computer system through

unique system (structural cable system). The installation of the structural cable system should be provided in accordance with the standards ISO / IEC 11801 or

"compliant" and EN 50173 or "compliant" as well as the recommendations of leading equipment manufacturers in the field.

The system should enable data transmission within different architectures of computer networks (Fast / Giga Ethernet, ATM, etc.), transmission of voice, sound and video signals. The system should enable reliable transmission of various types of signals at frequencies up to 500 MHz (Cat. 6).

The computer-telecommunications network must be designed to support the following services:

* standard internet services (web access, e-mail service, remote access, wi-fi access, file sharing, etc.),
* application services required for the functioning of the administration,
* IP telephony and
* other services based on the TCP/IP protocol.

As the main concentration of the structural cable system (SCS), a 19" rack cabinet should be provided, the size of which is sufficient to accommodate all the necessary equipment. The front door is glass, equipped with a lock and key, while the side and back can be easily removed for mounting equipment. Openings for the entry of cables should be provided on the lower or upper side. Standard equipment is installed in the cabinet: fan panel, patch panels, cable management, power strip, channels for



vertical cable routing equipment for marking and grounding the cabinet.

The power supply of the cabinet should be provided from the nearest existing distribution cabinet of electrical power installations.

Telecommunication sockets in the space should be provided according to the requirements of the contracting authority.

The cable installation should be provided with sheathed cables without halogen elements, type S/FTP 4x2xAWG23 Cat.6a, which enables the transmission of different types of signals at frequencies up to 500 MHz

Cables should be laid through halogen free ribbed pipes in the wall/dropped ceiling.

The entire installation should be made in accordance with the valid technical regulations for this type of installation.

For all installed material and equipment, it is necessary to submit appropriate certification documentation in accordance with domestic legislation.

# INSTALLATIONS OF VIDEO SECURITY SYSTEMS

The building should have a video security system that will protect the approach to the building, the entrance and the parking lot.

The system includes an NVR (recorder) for a sufficient number of channels and a sufficient number of cameras of the 4Mpix, Bullet, Dome or FishEye type. The NVR is located in a rack cabinet and its power is supplied via a UPS device.

An HDD with sufficient capacity to store recordings for a period of at least 30 days should be installed in the NVR. Users can access local computer network cameras.

The cameras are placed at a height of 2.5 to 3 m from the floor according to the arrangement defined in the project.

Cable installation should be provided with sheathed cables without halogen elements type S/FTP 4x2xAWG23 Cat.6.

The maximum length of the cable must not be longer than 90m.

Cables should be laid through halogen free ribbed pipes in the wall/dropped ceiling.

The entire installation should be made in accordance with the valid technical regulations for this type of installation.

For all installed material and equipment, it is necessary to submit appropriate certification documentation in accordance with domestic legislation.

# ANTI-BURGLARY SYSTEM INSTALLATIONS

In order to protect property and equipment, it is necessary to provide a burglary detection system. PIR motion detectors are installed in the building and are mounted on the wall and ceiling. It is necessary to foresee a sufficient number of detectors to ensure any possible attempt of unauthorized intrusion into the facility. It is necessary to foresee the installation of a sufficient number of internal and external sirens. A sufficient number of keyboards with RFID readers should be installed to control the system.



The central unit of the anti-burglary system will be placed in the room where the Rack cabinet is located and will be equipped with a LAN connector and a GSM module for remote control and burglar alarm.

A battery of sufficient capacity will be installed in the central unit to ensure the smooth operation of the entire system in a state of rest for 12 hours and 30 minutes in burglary mode. Wall detectors and internal sirens are placed at a height of 2.5m from the finished floor. Keyboards at a height of 1.2-1.5m from the finished floor. Cable J-H(ST)H 2x2x0.6 is laid partly in cable racks, partly in protective halogen-free flexible hoses, partly in the wall under the plaster.

The entire installation should be made in accordance with the valid technical regulations for this type of installation.

For all installed material and equipment, it is necessary to submit appropriate certification documentation in accordance with domestic legislation.

# STABLE FIRE ALARM SYSTEM

The project should provide for automatic and manual fire detectors and alarm sirens that will be connected to the fire control centre that will be installed in the building.

The project envisages automatic detectors in all rooms, and manual detectors at the entrances/exits from the building.

For areas where it is difficult to install the cable installation, provide for it

Staff should be alerted to the occurrence of a fire in a certain part of the building by a sound signal via alarm sirens with flashing lights.

# REQUIREMENTS FOR CONSTRUCTION WORKS

Avoid interruptions in the concreting of the ceiling in order not to change the constructive concept of the building.

When making ceilings, leave openings in the slab for the passage of ventilation, as well as installation channels and lines.

All facade walls must be plastered, plastered and painted with dispersion paint in the tone chosen by the Contracting Authority.

Internal structural walls must be plastered, plastered and painted with dispersion paint in the tone chosen by the Contracting Authority. Partition walls must be built in thin-layer masonry mortar with the simultaneous creation of horizontal cerclages at the height of the lintel.

All partition walls must be plastered on both sides. The walls of sanitary blocks must be plastered on both sides, the finishing of the walls is wall ceramics or similar.

The roof structure over the building must be wooden, multi-pitched with a slope and a roof covering made of folded tiles.

# FACADE LOCKSMITH



Facade locks should be made of aluminium profiles with thermopan glass filling in everything according to locksmith schemes. Measures taken on the spot. The quality of the installed carpentry must be according to the technical documentation.

# CARPENTRY

The interior door must be wooden with a floating frame, in the colour chosen by the Contracting Authority. Measures taken on the spot.

# TIN WORKS

Drainage of the roof surfaces of the building is done through visible horizontal and vertical gutters, made of galvanized plastic sheet. All flashings and joints of the roof covering are made with galvanized plastic sheet. Drainage of storm water is via own property to the recipient of storm water.

# MATERIALS AND PROCESSING

Final facade treatment includes plastering and painting. The interior walls are plastered, smoothed and painted with dispersion paint in the tone chosen by the Client.

The walls in the sanitary blocks are covered with ceramic tiles up to the height of the ceiling, and in the canteen up to a height of 1.60m. Ceiling surfaces are plastered, smoothed and painted with dispersion paint. The floors in the interior rooms are treated with A-class granite ceramics, i.e. I-class parquet.

# THERMAL PROTECTION

In the construction of the floor and mezzanine ceiling, insulation should be provided. The installation of insulation is planned above the floor slab of the attic, all according to the Elaborate on energy efficiency. By installing adequate thermal insulation, the comfort conditions, energy efficiency class of the building are increased and energy is saved.

# HYDIOISOLATION

Under the floor slab, waterproofing should be provided, while the waterproofing of the sanitary units is made of coating with appropriate sealing tapes in the corners of the rooms.

# IV TECHNICAL SUPPORT

It implies the obligation of the bidder to prepare complete documentation and provide support to the Client in the process of obtaining all the necessary permits, consents, and conditions related to the prepared technical documentation, in accordance with the requirements of competent authorities and bodies and in accordance with positive legal regulations.

It also includes consulting services in the phase of realization of the Projects that he created (providing expert opinions, advice and proposals regarding the activities of the Contracting Authority in the process of realization of the technical documentation, to the Contracting Authority, the expert



supervision, and in case of need also to other persons with the prior consent of the Contracting Authority, etc.)

# PARTIAL EQUIPMENT TESTING

After the installation of the equipment, the bidder is obliged to carry out a partial test of the installed equipment and system, about which he will notify the Expert Supervision in writing with an invitation to attend the test procedure.

After each equipment test, a record will be drawn up and signed by both sides. The tenderer is obliged to immediately remove all possible defects and objections that were noted during the examination and after that to inform the Expert Supervision again in writing with an invitation to attend the re-examination.

After the repeated entrance examination in the part that was not satisfactory in the previous examination, the Minutes of the successfully completed partial examination will be drawn up and signed.

The records of the successfully completed partial examination constitute mandatory supporting documentation with the interim payment certificates (if it was carried out in the period to which the interim payment certificates refer) and the final payment certificates.

The costs of the partial testing process are borne by the bidder and are included in the offered price.

# FUNCTIONAL CHECK OF THE OBJECT - TRIAL WORK

The bidder is obliged to perform a functional check of the facility immediately after the completion of the works and the successful testing, before putting it into functional operation - **by putting into test operation all installed systems.**

The bidder submits a request for a functional check of the facility - trial operation, with a signed and certified Statement on the completion of the works - to the Expert Supervision.

The costs of the process of functional verification of the facility and installed systems are borne by the bidder and are included in the offered price.

During the duration of the test work, all possible defects are eliminated until the expected quality is achieved.

During the trial period, the Bidder organizes and conducts training as a minimum

of employees on management, management, maintenance of technical processes and equipment.

Minutes will be made of the performed functional check of the facility and employee training. Instructions for use and maintenance (in the Serbian language), constitute mandatory documentation with the Minutes.

Functional check of the facility - trial operation cannot last longer than \_\_\_\_ days from the date of completion of the works, i.e., putting the facility into trial operation.

## Basic requirements that must be met:

* achieving the expected quality in accordance with positive legal regulations, requirements and conditions from procurement documentation,
* acting on all objections of the Contracting Authority, including finishing and/or re-execution of works, replacement of purchased and/or installed equipment/materials, devices, installations, etc.

The records of the functional check of the facility constitute mandatory supporting documentation with the final payment certificate.

# WARRANTY PERIOD

The guarantee for the quality of the work performed and the installed material is a minimum

years from the date of handover.

For installed equipment, the minimum is one year from the date of commissioning.

# TOUR OF THE SITE/INSIGHT IN THE DOCUMENTATION\*

For the preparation of the offer and familiarization with the subject of the procurement, the Contracting Authority has foreseen the possibility of visiting the location/inspection of the documentation\* *(it depends on whether all studies and documentation necessary for the preparation of the offer are published as an integral part of the procurement documentation).*

The tour of the site can be carried out in the period until hours during the working hours of the Contracting Authority in the period from hours with prior announcement via the Public Procurement Portal. The minutes shall be made of the site visit.

# IMPLEMENTATION

**The design phase** begins on the day of introduction to the work, ends on the day of handing over the as built design, and includes:

* Development of the Conceptual Design for the purposes of obtaining Location Conditions, in accordance with Article 53a. of the Law.
* Preparation of the Building Permit Design for the purposes of obtaining Location Conditions, in accordance with Article 53a. of the Law and Article 17 of the Rulebook, with Project Extract and Technical Control.
* Preparation of the Main Design, in accordance with Article 123 of the Law and Article 18 of the Rulebook.
* Preparation of the As-Built Design, in accordance with Article 124 of the Law and Article 19 of the Rulebook, if necessary.

An Extract from the project is prepared for the purposes of obtaining a Building Permit.

The chief designer is responsible for the compliance of the data given in the Extract from the project with the Building Permit Project.

The extract from the project is certified by the Chief Designer with the signature and seal of the personal licence. The data from the Building Permit Project, which are given in the Extract from the project, must be in accordance with the previously



issued Location Conditions.

The day of introduction to the work is recorded in the minutes, and the selected tenderer is given the documentation basis for the preparation of the Building Permit Project (documentation available to the Contracting Authority).

The prepared Building Permit Project, with the Technical Control Report, is submitted by the selected bidder immediately, without delay, to the Contracting Authority, in order to obtain the Building Permit. The selected bidder is obliged to take into account any deficiencies identified and listed in the Report of the Commission for Technical Control and to act on them without delay.

The time of technical control is included in the deadline for preparing the Building Permit Project.

The time for correcting/supplementing the Building Permit Project, at the request of the Contracting Authority/performer of technical control, is included in the deadline for making the Building Permit Project.

**The phase of equipment procurement with delivery, installation of equipment, execution of works and trial work** (begins after handover of the Main Design, on the day of introduction to work, ends on the day of signing the handover minutes).

The works are carried out after receiving the Building Permit, based on the Building Permit Project and approved Main Design. The date of possession of the site is entered in the construction log.

The Contracting Authority will provide the selected bidder with possession of the site after the notification of the commencement of the works has been made to the competent authority.

The Contracting Authority will inform the selected bidder about the date of possession of the site no later than the day before the day it has set as the date of possession of the site.

The selected bidder shall submit to the Contracting Authority:

* Resolution on the appointment of the responsible contractor,
* Resolution on the appointment of the coordinator of the execution of works,
* Plan of preventive measures,
* Elaborate on the arrangement of the construction site,
* Dynamic plan,

## Deadlines

**The deadline for the final execution of the work is a maximum of days from the date of possession of the site.** This deadline does not include the time required to obtain permits, approvals from competent authorities and the time of trial work.

## For designing, the maximum of days from the date of possession of the site, which implies the preparation of:

* Conceptual Design and obtaining the Location Conditions, which does not include the decision-making time of the competent authority;
* Building Permit Project with Extract from the project and Technical Control, which does not include the decision-making time of the body responsible for issuing the Building Permit, as well as obtaining possible approvals from a public utility company and other competent authorities;
* Main Design with the Plan of preventive measures for occupational safety and technical documentation in the field of fire protection with obtaining consent in accordance with the Law on Fire Protection (“Official Gazette of the Republic of Serbia”, Nos. 111/2009, 20/2015, 87/2018 and 87/ 2018 - other laws)
* As-Built Design, in case of need.



**For the delivery and installation of equipment with the execution of works: a maximum of \_\_\_\_\_\_\_\_\_\_\_ days from the day of possession of the site.**



# 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 judgment for one or more criminal offences Legal basis:

Article 111, paragraph 1, item 1) 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 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, 2,3, 4, 6, 8 and 9 of the Criminal Code) and the criminal offence of establishing slavery and transporting persons in slavery (for forms referred to in Article 390, paragraph 1 and 2 of the Criminal Code).

1. Certificate of the competent High Court in whose territory the seat of the domestic legal entity or entrepreneur is located, i.e., the seat of the representative office or branch of the foreign legal entity confirming that the bidder has not been convicted in the previous five years from the deadline for submission of bids, i.e., applications, that it has not been convicted by an enforceable decision, except if the final period of prohibition of participation in the public procurement procedure has not been determined by a final judgment, for the following criminal offences: criminal offence of tax evasion; the criminal act of fraud; the criminal act of unjustified obtaining and using credit and other benefits; criminal offence of abuse of official position; if the value of the obtained property gain exceeds 1,500,000.00 dinars; criminal offence of trafficking in human beings (for forms referred to in Article 388, paragraphs 1, 5 and 7 of the Criminal Code); the criminal offence of establishing a slave relationship and transporting a person in a slave relationship if it was committed against a minor and the criminal offence of accepting bribes.
2. Certificate of the Special Department of the High Court in Belgrade for Organised Crime confirming that the legal entity or entrepreneur has not been convicted of any of the following criminal offences: criminal offences of organized crime; the criminal offense of association for the purpose of committing criminal offences; criminal offense of abuse of official position, trading in influence, accepting bribes and giving bribes if the defendant or the person to whom the bribe is given is an official or responsible person performing a function based on election, appointment or appointment by the National Assembly, President, General Session of the Supreme Court of Cassation , The High Judicial Council or the State Prosecutors’ Council; criminal offenses against the economy, if the value of property exceeds 200,000,000 dinars, or if the value of public procurement exceeds 800,000,000 dinars for: criminal offence of abuse in connection with public procurement, criminal offence of accepting bribes in performing economic activities, criminal offence of giving bribery in performing economic activity, criminal offense of fraud in performing economic activity, criminal offence of abuse of position of a responsible person, criminal offense of money laundering - if the property subject to money laundering originates from all the above criminal offences; the criminal offence of public incitement to commit terrorist acts; the criminal act of terrorist financing; the criminal act of terrorism; the criminal act of recruitment and training for terrorist acts and the crime of terrorist association.
3. Certificate of the Special Department of High Courts in Belgrade, Novi Sad, Niš and Kraljevo for the Suppression of Corruption, confirming that the legal entity or entrepreneur has not been convicted of any of the following criminal offences: bribery in the course of economic activity; the criminal offence of bribery in the performance of economic activity; the criminal offence of abuse in connection with public procurement; the criminal offence of fraud in the performance of economic



activity; the criminal offence of abuse of the position of a responsible person and the criminal offence of money laundering.

Legal representatives and natural persons:

1. Excerpt from the criminal records, i.e., the certificate of the competent police administration of the Ministry of the Interior, which confirms that the legal representative or natural person has not been convicted of the following criminal offences:
	1. a criminal offence committed as a member of an organised criminal group and a criminal offense of association for the purpose of committing criminal offences;
	2. criminal offence of abuse of position of a responsible person, criminal offence of abuse in connection with public procurement, criminal offence of accepting bribes in performing economic activities, criminal offence of giving bribes in performing economic activities, criminal offence of abuse of official position, criminal offence of trading in influence, criminal offence of bribery and the crime of bribery; the criminal offence of fraud, the criminal offence of unjustified acquisition and use of credit and other benefits, the criminal offence of fraud in the performance of economic activity and the criminal offence of tax evasion; the criminal offence of terrorism, the criminal offence of public incitement to commit terrorist acts, the criminal offence of recruitment and training for the commission of terrorist acts and the criminal offence of terrorist association; the criminal act of money laundering, the criminal offence of terrorist financing; the criminal offence of trafficking in human beings and the criminal offence of establishing a slave relationship and transporting persons in a slave relationship.

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

The business entity established in another state:

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



## Taxes and contributions

**Legal basis:**

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

## Method of proving the fulfilment of the criteria:

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

1) and 2), shall enclose a certificate from the competent authority that it is in the process of privatisation.

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

If the said evidence is not issued in the country in which the business operator is established, or in the country of which the person is a citizen, or if the evidence does not include all data regarding the lack of grounds for exclusion, the business entity may submit its written statement criminal and material liability, certified before a judicial or administrative body, notary public or other competent body of that state, in which it is stated that there are no stated grounds for exclusion of the economic operator.

## Obligations in the field of environmental protection, social and labour law Legal basis:

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

## Method of proving the fulfilment of the criteria:

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

## Conflict of interest Legal basis:

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

## Method of proving the fulfilment of the criteria:

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

## Undue influence on the procedure Legal basis:

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

## Method of proving the fulfilment of the criteria:

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



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

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

## Financial and economic capacity Professional liability insurance

Legal basis:

*Article 116, paragraph 1, item* *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, and in particular, to:*

* 1. *have an appropriate level of professional liability insurance*

**Condition:**

The business entity must have the financial and economic capacity required for the execution of the public procurement contract, i.e., it must have:

1. Professional liability insurance policy for the preparation of Technical Documentation with the amount of coverage limit per one harmful event not less than

 euros in the dinar equivalent according to the middle exchange rate of the National Bank of Serbia, which is valid for an unlimited number of adverse events.

1. A professional liability insurance policy for the performance of works with a coverage limit amount per one harmful event not less than \_\_\_ euros in the dinar equivalent at the middle exchange rate of the National Bank of Serbia, which is valid for an unlimited number of harmful events.

**Method of proof:**

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 copy of a valid insurance policy.

## Technical and professional capacity

## Educational and professional qualifications

Legal basis:



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

**Condition:**

That the business entity disposes, on the basis of an employment contract or on any other basis in accordance with the Labour Law (“Official Gazette of the Republic of Serbia”, No. 24/2005, 61/2005, 54/2009, 32/2013, 75/2014, 13/ 2017 - decision of the Constitutional Court, 113/2017 and 95/2018 - authentic interpretation):

# DESIGNING:

1. **Minimum of 1 employee** (or person engaged on another basis):

graduate engineer in architecture with a valid licence of the Engineering Chamber of Serbia no. AP 02 (300) **(responsible designer of architectural projects, arrangement of free spaces and internal installations of water supply and sewage systems);**

1. **Minimum of 1 employee** (or person engaged on another basis):

graduated mechanical engineer with a valid licence of the Engineering Chamber of Serbia no. MP 06-01 (330) (responsible designer of thermal engineering, thermal energy, process and gas engineering);

1. **Minimum of 1 employee** (or person engaged on another basis):

degree in electrical engineering with a valid licence of the Engineering Chamber of Serbia no. EP 05-01 (350) (responsible designer of low and medium voltage power installations).

1. **Minimum of 1 employee** (or person engaged on another basis):

degree in electrical engineering with a valid licence of the Engineering Chamber of Serbia no. EP 05-01 (352) (Responsible designer of electric drive management - automation, measurements and regulation).

1. **Minimum of 1 employee** (or person engaged on another basis):

degree in electrical engineering with a valid licence of the Engineering Chamber of Serbia no. EP 05-03 (353) (Responsible designer of telecommunications networks and systems).

1. **Minimum of 1 employee** (or person engaged on another basis):

responsible engineer in energy efficiency with a valid licence of the Engineering Chamber of Serbia no. EE 12-01

(381) (responsible engineer for energy efficiency of buildings);

1. Person responsible for fire protection - 1 executor with a passed professional exam for the design and implementation of special systems and fire protection measures:
	* development of a project of stable fire extinguishing systems and implementation of these systems,
	* development of a project of stable fire alarm systems and implementation of these systems, in accordance with the Law on Fire Protection (“Official Gazette of the Republic of Serbia”, Nos. 111/2009, 20/2015, 87/2018 and 87/2018 - other laws) and Rulebook on taking a professional exam and conditions for obtaining a license and authorisation for the development of the main fire protection project and special fire protection systems and measures (“Official Gazette of the Republic of Serbia”, No. 87/13).

*Note:* *One person can be the holder of several licences.*



# EXECUTION OF WORKS

1. **Minimum of 1 employee** (or person engaged on another basis):

graduate civil engineer with a valid licence of the Engineering Chamber of Serbia no. GI 04-02.1 (413 or 414) (responsible contractor of hydrotechnical facilities and water supply and sewage installations);

1. **Minimum of 1 employee** (or person engaged on another basis):

graduate civil engineer with a valid licence of the Engineering Chamber of Serbia no. GI 04-04.1 (411) (responsible contractor of building constructions and construction-craft works on high-rise buildings);

1. **Minimum of 1 employee** (or person engaged on another basis):

degree in electrical engineering with a valid licence of the Engineering Chamber of Serbia no. EI 05-01.1 (450) (responsible contractor of low and medium voltage power installations).

1. **Minimum of 1 employee** (or person engaged on another basis):

degree in electrical engineering with a valid licence of the Engineering Chamber of Serbia no. EI 05-03.1 (453) (Responsible contractor of telecommunications networks and systems).

1. **Minimum of 1 employee** (or person engaged on another basis):

**graduated mechanical engineer** with a valid licence of the Engineering Chamber of Serbia no. MI 06-01.1 (430) (responsible contractor of thermal engineering, thermal energy, process and gas engineering);

1. Person responsible for safety and health at work: **1 executive** for performing the duties of the coordinator for the execution of works in accordance with the Regulation on safety and health at work on temporary and mobile construction sites (“Official Gazette of the Republic of Serbia”, Nos. 14/2009, 95/2010 and 98/2018);
2. Qualified workers, operators of construction machines,
3. Qualified workers, drivers of motor vehicles,
4. 1 geodetic technician,
5. 1 mechanical technician.

*Note:* *One person can be the holder of several licences.*

**Method of proof:**

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 all persons) Form M and Employment contract or contract for the performance of temporary and casual work or contract for work or contract for supplementary work, depending on the method of engagement in accordance with the Labour Law.
* (for graduated engineers with a license) a copy of the valid Licence of the Chamber of Engineers of Serbia
* (for the person responsible for fire protection) certificate of passed professional exam



* (for a person engaged for safety and health at work) certificate of passing a professional exam on practical ability to perform safety and health at work

**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.*

**Condition:**

The business entity must comply with the following quality assurance standards in its operations:

ISO 9001 - Quality management system or “compliant” ISO 45001 - Safety at work or “compliant”

**Method of proof:**

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:

Photocopy of valid certificates

**Environmental management standards**

Legal basis:

*Article 127.- 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.*

**Condition:**

The business entity must comply with the following environmental management standards in its operations:



ISO 14001-Environmental Protection or "Compliant"

ISO 50001 -Energy Management System or "Compliant"

**Method of proof:**

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:

Photocopy of valid certificates

***Note:***

*The contracting authority enters the values that meet its needs.* *In addition to and instead of the proposed criteria for the selection of the business entity, the Contracting Authority may determine others that are logically related to the subject matter of procurement.*

***See Art. 114-117 of the*** ***PPL.***



# DATA REGARDING THE CRITERIA FOR AWARDING THE CONTRACT

**Course name:** Design and reconstruction of a public building

**The contracting authority defined the criteria for the award of the contract** based on the price-quality ratio, which refers to the level of the energy efficiency class that should be achieved by the reconstruction of the building, which are weighted based on the following criteria:

|  |  |
| --- | --- |
| **Criterion** | **Weight** |
| Price (C) | 70 |
| Quality (K): | 30 |
| Total | 100 |

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

The bid that has the lowest prevention offered is valued at 70 weights, and the rest according to the formula:

C= (Cn/Cp)\*70

C - Achieved number of weights for the offered price

Cn - The lowest offered price in the public procurement procedure Cp - The price of the offer that is the subject of evaluation

The quality criterion is determined according to the degree of energy efficiency class offered in the offer.

## In the offer, the bidder submits a calculation of the energy efficiency of the building, which the offered solution provides in accordance with the Rulebook on Energy Efficiency of Buildings ("Official Gazette of the Republic of Serbia”, No. 61/2011)

Weights will be assigned to the offers according to the energy efficiency class of the facility that the offered solution achieves, as follows:

|  |  |
| --- | --- |
| Offered classes of energy efficiency of the building | Weight |
| Class EE of facility B and more  | 30 |
| Class EE of facility C | 20 |
| Class EE of facility D | 10 |
| Class EE of facility E and below  | 0 |

Calculation of the total number of weights in the offer:

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



# ENP=C+K

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

If two or more bids have the same number of weights, the bid of the bidder who offered a longer warranty period for the installed equipment will be chosen as the most favourable.

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

The contracting authority will draw by lot publicly, in the presence of the bidders, by writing the names of the bidders on separate papers, which are the same size and colour, and will place the sacred papers in a transparent box from which only one paper will be drawn first. The bidder whose name is on the drawn paper will be awarded a contract. After drawing the first paper, the contracting authority draws the remaining papers one by one and ranks the remaining bidders according to the order in which they were drawn.

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

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



# 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.



# DATA ON THE BASIS OF WHICH THE BIDDERS PREPARE THE FORM OF THE STATEMENT ON FULFILLMENT OF THE CRITERIA FOR QUALITATIVE SELECTION OF

**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.

# OFFERED PRICE STRUCTURE FORM

* 1. **OF DESIGNING (RECAPITULATION/SUMMARY)**

|  |  |  |
| --- | --- | --- |
| **Name/Description** (in all respects according to the requirements of the TechnicalSpecification) | **Price by type of project-technical documentation** | **Total price offered****in din. without PDV** |
| **Conceptual Design****for the purposes of obtaining Location Conditions (Conceptual Design)** | **Building Permit Project****Project Extract and Technical Control** | **Main Design** | **As-Built Design** | **Elaborates** |
| **1** | **2** | **3** |
| **Development of design****and technical documentation** |  |  |  |  |  |  |
| VAT in % |  |
| TOTAL OFFERED PRICE WITH VAT: |  |

* 1. **EQUIPMENT WITH DELIVERY AND ASSEMBLY (RECAPITULATION)**

|  |  |  |
| --- | --- | --- |
| **Name/Description**(in all respects according to the requirements of the Technical Specification) | **Price by type of equipment** | **Total price offered****in din. without PDV** |
| **Mechanical equipment** | **Electrical equipment** | **Central monitoring and control system**  |
| **1** | **2** | **3** |
| **Supply with delivery and installation** |  |  |  |  |
| VAT in % |  |
| TOTAL OFFERED PRICE WITH VAT: |  |
| **MANDATORY ATTACHMENT:** List of the offered equipment with the specification of the technical characteristics of the equipment, model, type, country of origin and manufacturer of the offered equipment/device, in accordance with the requirements of the Technical Specification. |



* 1. **EXECUTION OF WORKS (RECAPITULATION/SUMMARY)**

|  |  |  |
| --- | --- | --- |
| **Name/Description**(in all respects according to the requirements of the Technical Specification) | **Price by type of works** | **Total price offered****in din. without VAT** |
| Preparatory/final | Construction and craftsmanship | Installation (electrical and mechanical) |
| **1** | **2** | **3** |
| **Execution of works** |  |  |  |  |
| VAT in % |  |
| TOTAL OFFERED PRICE WITH VAT: |  |
| **MANDATORY ATTACHMENT:** Reconstruction plan of the building according to the conditions and requirements from the procurement documentation. |

**RECAPITULATION/SUMMARY**

|  |  |
| --- | --- |
| **DESCRIPTION** | TOTAL PRICE WITHOUT VAT: |
| **I DESIGNING** |  |
| **II EQUIPMENT WITH INSTALLATION** |  |
| **III EXECUTION OF WORKS** |  |
| **TOTAL (I + II + III) WITHOUT VAT:** |  |

The offered price includes **all costs of the bidder**, according to the “**turnkey**” system (the agreed price includes all design activities, procurement, delivery and installation of the necessary equipment, the value of all construction works, construction machinery and materials, directly engaged persons).



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

The data contained in the price structure form are entered according to the following instructions:

## Table I

Column 2: enter the price for the production of each individual project and the price for the preparation of the report, excluding VAT, Column 3: enter the sum of the unit prices of the individual projects and reports, excluding VAT,

Line VAT in %: enter the VAT rate,

Line Total offered price with VAT: enter the amount indicated in Column 3 to which the amount of VAT has been added.

## Table II

Column 2: enter the price for the total offered type of equipment, excluding VAT, Column 3: enter the sum of the total offered prices by type of equipment, excluding VAT, Line VAT in %: enter the VAT rate,

Line Total offered price with VAT: enter the amount indicated in Column 3 to which the amount of VAT has been added.

## Table III

Column 2: enter the total price for the specified type of work, excluding VAT, Column 3: enter the sum of the prices of individual types of work, excluding VAT, Line VAT in %: enter the VAT rate,

Line Total offered price with VAT: enter the amount indicated in Column 3 to which the amount of VAT has been added.

**RECAPITULATION**: enter the price from each Table without VAT, individual and total.



# FORM OF BID PREPARATION COSTS

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

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

## Note:

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

**Submission of this form is optional.**

# CONTRACT MODEL

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

and

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

Enter into on

**CONTRACT No.**

**DESIGN AND RECONSTRUCTION OF A PUBLIC BUILDING**

**THE CONTRACTING PARTIES AGREE THAT:**

* The Contracting Authority conducted an open procedure for the public procurement of works - **Design and reconstruction of a public building, public procurement number** in accordance with the Law on Public Procurement (“Official Gazette of the Republic of Serbia”, No. 91/19),
* Through the Public Procurement Portal, the contractor submitted the Offer number of

 , in accordance with the Tender documentation for public procurement.

* The contracting authority selected the Contractor based on the Report of the Commission for Public Procurement no.

 of , by the Decision on awarding the contract number of

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

*(Variant: joint offer)*

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

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

*(Variant: offer with subcontractor)*

* + *The supplier submitted the offer with the following subcontractors*
	+ *The contractor is the following part of the procurement:*

 *.*

*entrusted to a subcontractor*

*The contractor is fully responsible to the Contracting Authority for the performance of contractual obligations, regardless of the number of subcontractors.*



# SUBJECT-MATTER OF THE AGREEMENT

## Article 1

The subject matter of this contract is the execution of works - Design and reconstruction of a public building

 in the territory, in accordance with the needs of the Contracting Authority, in all respects

The description contained in the Technical Specification (hereinafter referred to as the contract: Technical Documentation) and the adopted Contractor’s Offer number of , which form an integral part of the contract.

The subject matter of this contract includes all activities on design, procurement, delivery and installation of the necessary equipment, and all construction works with material.

The preparation of technical documentation (design) referred to in Article 1 of this contract implies the preparation of complete documentation with the implementation of the procedure for obtaining a decision on the consent of the competent authority, accompanying documentation and elaborations, namely the preparation of:

* + Conceptual Design for the purposes of obtaining Location conditions,
	+ Building Permit Project, in all respects according to the Location Conditions, with an Extract from the project and Technical Control,
	+ Main Design,
	+ As-Built Design, in case of need.

The procurement of equipment referred to in Article 1 of this contract includes the delivery of mechanical and electrical equipment and an automatic system for the regulation of technical processes, with installation, partial testing of the equipment, commissioning and training of employees on management, management and maintenance of technical processes and equipment, and commissioning.

The execution of the works referred to in Article 1 of this contract implies the execution of construction, construction-craftsmanship, installation (electrical and mechanical) and preparatory - finishing works, provision of all construction materials and construction mechanisation, machines, tools, vehicles and equipment and manpower.

The technical support referred to in Article 1 of this contract implies the Contractor's obligation to prepare complete documentation and provide support to the Contracting Authority in the process of obtaining all necessary permits, consents, and conditions related to the technical documentation prepared, in accordance with the requirements of the competent authorities and in accordance with positive legal regulations.

The technical support referred to in Article 1 of this contract includes consulting services of the Contractor in the phase of realisation of the Projects he has developed (providing expert opinions, advice and proposals regarding the activities of the Contracting Authority in the process of realisation of the technical documentation, to the Contracting Authority, Expert supervision, and in case of need and to other persons with the prior consent of the Contracting Authority, etc.)

# PRICE

## Article 2

The total value of the contracted work as a whole is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in words) dinars (the price will be taken from the offer form), namely:

|  |  |
| --- | --- |
| **I. DESIGNING** |  |
| **II. EQUIPMENT WITH INSTALLATION** |  |
| **III. EXECUTION OF WORKS** |  |
| **TOTAL (I + II + III) WITHOUT VAT:** |  |

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

Law on value added tax is calculated in accordance with the Law on Value Added Tax (“Official Gazette of the Republic of Serbia”, Nos. 84/2004, 153/2020).

The price referred to in paragraph 1 of this article includes all costs of the Contractor, according to the "turnkey" system, that is, all activities on design, procurement, delivery and installation of the necessary equipment, the value of all construction works, construction machinery and materials, directly engaged persons.

# TERMS AND METHOD OF PAYMENT

## Article 3

The contracting authority undertakes to pay the agreed price from Article 2 of this contract, increased by the relevant tax, as follows:

* + 1. For the preparation of technical documentation:
			- 50% of the total contracted design price, after obtaining the Building Permit, within a day of receiving the correct invoice that the Contractor will deliver to the Contracting Authority, by payment to the Contractor's current account no. , at the bank;
			- 30% of the total contracted price for design, after handing over the Main Design, within

 days from the date of receipt of the correct invoice to be delivered by the Contractor

To the contracting authority, by payment to the Contractor's current account no. \_\_\_\_\_\_\_\_\_\_\_\_\_ at the bank \_\_\_\_\_\_\_\_\_\_\_\_\_, code \_\_\_\_\_\_\_\_\_\_\_.

* + - * 20% of the total contracted price for design, after submission of the As-Built Design, i.e., complete technical documentation supplied with all necessary permits and consents of the competent authorities, adopted/verified by the Contracting Authority, i.e. upon completion of the contracted work as a whole, upon certified Finished situation, based on the Final calculation, within 45 days from the date of receipt of the certified Completed situation, which the Contractor will deliver to the Contracting Authority, by payment to the Contractor's current account no. \_\_\_\_\_\_\_\_\_\_\_\_, at the \_\_\_\_\_\_\_\_\_\_\_\_ bank.
		1. For procurement/delivery/installation of equipment and performance of works:
			- 90% of the total contracted price for equipment with installation and for the execution of works, successively, according to certified temporary payment certificates that the Contractor will deliver

To the contracting authority, within 45 days from the date of receipt of the certified payment

certificates by payment to the current account of the Contractor no. \_\_\_\_\_\_\_\_\_\_ at the bank \_\_\_\_\_\_\_\_\_\_\_\_.

* + - * 10% of the total contracted price for equipment with installation and for the execution of works, based on the certified completed payment certificate, based on the Final calculation within 45 days from the date of receipt of the certified completed payment certificate.

Temporary payment certificates/Accounts and Final payment certificate must be cumulative, i.e., they must contain the calculation of all technical documentation created and submitted/ procurement/ delivery/ installation of equipment/ performed works in the period to which they refer shown according to the Technical Specification, with a display of previously paid amounts and amounts which should be paid, and must be issued on the basis of the actual volume of technical documentation/delivered and installed equipment/performed quantities of contracted works and contracted prices.

The contractor undertakes to submit, together with certified Temporary payment certificates from paragraph 2 of this article, for the procurement/delivery/installation of equipment and for the execution of works, copies of the Minutes of successfully completed partial testing of the equipment and copies of certified sheets of the Construction Book and Construction Diary, for the period to which they refer.

The Contractor undertakes to deliver the Temporary Payment certificates referred to in paragraph 2 of this Article for the procurement/delivery/installation of equipment and for the execution of works, issued and certified by the Expert Supervision, to the Contracting Authority no later than within a day from the date of issuance.

The contracting authority undertakes to certify the submitted Temporary payment certificates from paragraph 2 of this article for the procurement/delivery/installation of equipment and for the performance of works within a day from the day of receipt (the order number and date of the Contracting Authority) and to pay for the same within 45 days from the day of receipt certified Temporary payment certificates.

The contractors agree that the Contracting Authority may dispute the Temporary payment certificates from paragraph 2 of this article for the procurement/delivery/installation of equipment and for the execution of works in terms of price, quantity and type, scope and quality of the works performed, quality of the equipment and scope and quality of the installation, in in which case it is obliged to inform the Contractor about the reasons for the dispute within the deadline set for payment.

The contractors agree that in case of disputing the established Temporary payment certificate from paragraph 2 of this article for the procurement/delivery/installation of equipment and for the execution of works, the resulting dispute will be resolved within a day, in which case they agree that according to the agreed Temporary payment certificate, the Contracting Authority will make payment in within the deadline referred to in paragraph 5 of this article, otherwise they agree that the Contracting Authority shall pay the undisputed part of the presented Temporary payment certificate within the deadline referred to in paragraph 5 of this article, without the right of the Contractor to demand a difference in price, interest, other increase or compensation for damages when the next payment certificate is presented.



The contractor undertakes to submit, along with the certified Finished payment certificate from paragraph 2 of this article:

* Final calculation,
* Minutes of the performed functional check of the facility on employee training,
* Minutes of handover of completed works,
* Construction Log, Construction Book and Inspection Book, certified by the Professional Supervision,
* Certificates/Attestations/Guarantees and other supporting documentation,
* Bank guarantee for elimination of defects within the warranty period.

The Contracting Authority has the right to retain a proportionate part of the price in order to eliminate the defects found during the handover of the delivered and installed equipment and the performed works, without the prior consent of the Contractor, if the Contractor does not remove the defects in terms of the price, quantity and type, scope and quality of the performed works upon the written request of the Contracting Authority, equipment and the scope and quality of the completed installation, within the period determined by the Contracting Authority.

The contracting authority will reduce the value of the performed works according to the final calculation in the amount of the retained part of the price from the previous paragraph, without the prior consent of the contractor.

The contracting authority undertakes to pay the retained part of the price to the contractor immediately after the identified defects are eliminated, and no later than within days of the handover of those works.

Carrying out works on the design and reconstruction of a public building in the territory

 during the year , up to the total amount of funds will be paid

provided by the Decision on the budget for the year , and works during the

year will be executed and carried out up to the total amount of funds that will be provided by the Decision on the budget for the year .

# DEADLINES AND METHOD OF IMPLEMENTATION

## Article 4

The deadline for the final execution of the work is a maximum of days from the date of possession of the site, i.e.:

1. For the preparation of technical documentation, a maximum of \_\_\_ days from the day of possession of the site, which implies the preparation of:
	* Conceptual Design and obtaining Location Conditions,
	* Building Permit Project with a Project Extract and Technical Control,
	* Main Design with the Plan of preventive measures for occupational safety and technical documentation in the field of fire protection with obtaining consent in accordance with the Law on Fire Protection (“Official Gazette of the Republic of Serbia”, Nos. 111/2009, 20/2015),
	* As-Built Design, in case of need.

The time for technical control is included in the deadlines for the preparation of technical documentation (Building Permit Project).



and the time required for corrections/additions to the Building Permit Project, at the request of the Contracting Authority/performer of technical control.

The deadlines for the preparation of technical documentation do not include the time required for obtaining permits, approvals from competent authorities and possible approvals from Public Utility Company.

1. For the delivery and installation of equipment with the execution of works: a maximum of days from the day of possession of the site.

The time required for the partial testing of the installed equipment is included in the deadline for the delivery and installation of the equipment and the performance of the works, and does not include the time of trial operation.

The contractors agree that the contracted work is realised according to the following model:

1. The design phase begins on the day of introduction to the work, ends on the day of handing over the as built design, and includes:
	* Development of the Conceptual Design for the purposes of obtaining Location Conditions, in accordance with Article 53a. of the Law on Planning and Construction (“Official Gazette of the Republic of Serbia”, No. 72/2009, 52/2021);
	* Preparation of the Building Permit Design for the purposes of obtaining Location Conditions, in accordance with Article 118a. of the Law on Planning and Construction (“Official Gazette of the Republic of Serbia”, No. 72/2009....... 53/2021) and Article 17 of the Rulebook on the content, method and procedure of preparation and the method of control of technical documentation according to the class and purpose of the structure (“Official Gazette of the Republic of Serbia”, No. 73/2019), with a Project Extract and Technical Control;
	* Preparation of the Main Design, in accordance with Article 123 of the Law on Planning and Construction (“Official Gazette of the Republic of Serbia”, No. 72/2009....... 53/2021) and Article 18 of the Law), Rulebook on the content, method and procedure of preparation and the method of control of technical documentation according to the class and purpose of the structure (“Official Gazette of the Republic of Serbia”, No. 73/2019);
	* Preparation of the As-Built Design, in accordance with Article 124 of the Law on Planning and Construction (“Official Gazette of the Republic of Serbia”, No. 72/2009....... 53/2021) and Article 19 of the Law), Rulebook on the content, method and procedure of preparation and the method of control of technical documentation according to the class and purpose of the structure (“Official Gazette of the Republic of Serbia”, No. 73/2019), if necessary.

The date of possession of the site for the stage of preparation of technical documentation is recorded in the minutes, and the documentation basis for the preparation of the Building Permit Project (documentation available to the Contracting Authority) is handed over to the Contractor.

The contractor is obliged to submit the prepared Building Permit Project, with the report on technical control, immediately, without delay, to the Contracting Authority, in order to obtain the Building Permit.

The contractor is obliged to acknowledge any deficiencies identified and listed in the Report of the Commission for Technical Control, and to act accordingly without delay.



1. The phase of equipment procurement with delivery, installation of equipment, execution of works and trial work begins after handover of the Main Design to the Contracting Authority, on the date of possession of the site, ends on the day of signing the handover minutes.

The day of possession of the site for the phase of equipment procurement with delivery and execution of works is entered in the construction log.

The works are carried out after receiving the Building Permit, based on the Building Permit Project and approved Main Design. The date of possession of the site is entered in the construction log.

The contractor is introduced to the work by the Professional Supervision after the notification of the start of the works has been made to the competent authority.

The contracting authority will inform the Contractor about the date of possession of the site no later than days before the day he has set as the date of possession of the site.

The contractor is obliged to start the execution of the works no later than the day after the start of the work, otherwise, if the contractor does not start the execution of the works even within the following days, the contracting authority can terminate this contract, collect a bank guarantee for the good execution of the work (performance guarantee), and can also demand compensation for damages.

The contractor undertakes to hand over to the Contracting Authority on the day of commencement of work, and at the latest before the commencement of the works:

* Resolution on the appointment of the responsible contractor,
* Resolution on the appointment of the coordinator of the execution of works,
* Plan of preventive measures,
* Elaborate on the arrangement of the construction site,
* Dynamic plan.

## Article 5

The deadlines referred to in Article 4 of this contract can be extended by annexing this contract in the following cases:

* events that have the character of *force majeure,*
* termination of the implementation of the contract as a consequence of the measures provided for by acts of state bodies,
* extraordinary social events that are determined by law as *force majeure*,
* social phenomena and other circumstances caused by decisions of state authorities or acts of competent authorities, for which the contractor is not responsible.
* in the case of changes to the Technical Documentation at the order of the Contracting Authority,
* in the event of a work stoppage that lasts longer than 2 days and is not caused by the fault of the Contractor;
* in the event of a stoppage in the execution of works, in the procedure of contracting additional works in accordance with the Law on Public Procurement.

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

The Contractor shall submit the request for extension of the deadline for the execution of the contract to the Contracting Authority in writing, within a day from the day of becoming aware of the occurrence of the circumstances referred to in paragraph 1 of this article.

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

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

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

The contractor does not have the right to extend the deadlines referred to in Article 4 of this contract, without the express consent of the Contracting Authority.

# OBLIGATIONS OF THE CONTRACTING AUTHORITY

The Contracting Authority undertakes to:

## Article 6

* obtain the necessary approvals and permits, Building Permit,
* ensure the conditions (legal and factual) for the execution of this contract,
* ensure the performance of professional supervision over the execution of works and to inform the Contractor about the person entrusted with the performance of professional supervision,
* provide (through expert supervision) the Contractor with the possession of the site,
* provide the Contractor with unhindered access to the construction site, for the entire duration of this contract,
* form a joint commission with the task of drawing up a record of the handover and a final calculation of the works performed,
* pay the agreed price under the agreed conditions and in the agreed manner.

# OBLIGATIONS OF THE CONTRACTOR

The contractor undertakes to:

## Article 7

* develop the contracted Projects, and carry out the contracted works with quality, in accordance with this contract, positive legal regulations, norms and standards, the use of which is mandatory, respecting the rules of the profession, with a sufficient number of direct executors, up-to-date and conscientiously,
* enable the unhindered performance of professional supervision during the delivery phase, as well as the installation of equipment and the execution of works and procedures according to the orders and instructions of the Professional Supervision and the Contracting Authority,
* At the same time as the conclusion of this contract, deliver to the contracting authority the Resolution on



the appointment of the responsible designer, and before the start of the works, the Decision on the appointment of the responsible contractor and the Decision on the appointment of the coordinator of the works,

* Submit the Dynamic Plan to the Contracting Authority prior to the start of work execution and promptly informs the Contracting Authority and Professional Supervision about changes in the dynamics of work execution,
* organise the construction site in a way that ensures access to the location and protection of the environment,
* mark the construction site with an appropriate board that contains information about the works being performed, the investor, the responsible designer, the number and date of issuance of the Building Permit, the start and deadline for the completion of the works,
* ensure protection against injuries to employees, passers-by and other persons, as well as to provide adequate equipment for work and occupational safety for all persons hired by the contractor,
* secure the construction site and implement all legal measures in order to ensure the safety of works, equipment, direct executors of employees and other persons and fire protection measures,
* submit to the Contracting Authority a list of persons directly engaged in the development of projects, delivery and installation of equipment and performance of works that are the subject of this contract, as well as to inform the Contracting Authority without delay of all changes,
* during the execution of the works, he keeps a construction log, a construction book and an inspection book in accordance with valid positive legal regulations;
* that the packaging in which the equipment, devices and materials are delivered is made of recycled materials or has an ecological label.
* after the completion of the works, withdraw his workers from the construction site, remove the remaining material, equipment and means of work, as well as clean the construction site,
* upon completion of the works, immediately, and no later than within a day, inform the Contracting Authority and the Expert Supervisor that they have been carried out and organize and conduct a functional test of the facility and training of employees,
* no later than one day from the day of the successfully completed functional test, inform the Contracting Authority and the Expert Supervision that it has been carried out and proceed to the handover and final calculation,
* directly participate in the joint commission for the handover of works and the final calculation of the performed works during the implementation of the contract, fully respects the regulations in the field of environmental protection.
* provide energy certification of the building by an independent authorised organisation with the prior consent of the Contracting Authority.
* if the validity of the ISO 14001 - Environmental Management System certificate and the ISO 50001 - Energy Management System certificate expires during the term of the contract, ensure its recertification as proof of constant compliance with standards, control of the impact of its activities on the environment and further performance improvement.

If the Contractor, in the implementation of the work that is the subject matter of this contract, notices deficiencies in the Technical Documentation that may adversely affect the course of the work of projects/execution of works/functionality of equipment, etc., it is obliged to inform the Contracting Authority and the Professional Supervision about this without delay.

The contractor is obliged to apply the regulations in the field of safety and health at work, in accordance with the provisions of the Law on Safety and Health at Work (Official Gazette of RS, No. 101/2005, 91/2015 and 113/2017), as well as from of the Law on Planning and Construction ("Official Gazette of the Republic of Serbia”, Nos. 72/2009, 81/2009 - corr., 64/2010 - decision of the Constitutional Court, 24/2011, 121/2012, 42/2013 - decision of the Constitutional Court, 98/2013 - decision of the Constitutional Court, 98/2013 - decision of the Constitutional Court, 132/2014, 145/2014, 83/2018, 31/2019, 37/2019 - other law and 9/2020) and other applicable legal regulations.

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

The obligation referred to in paragraph 2 of this article does not apply to information that the Contractor is obliged to communicate in accordance with positive legal regulations.

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

# DELIVERY OF MATERIALS, RECEIPT AND COMPLAINTS

## Article 8

The reception of equipment, construction and other materials is carried out in the presence of expert supervision, at the location where the works are carried out.

If, during the delivery referred to in paragraph 1 of this article, it is established that the technical characteristics of the equipment/materials differ from the characteristics specified in the Technical Documentation, the contracting authority, based on the received opinion of the Expert Supervision, will prepare a Claim Report in which it will state the deficiencies and submit it to the Contractor.

The Contractor undertakes to immediately, and no later than within a day from the day of receipt of the Complaint referred to in paragraph 2 of this article, eliminate the observed defects. The costs of eliminating advertised defects are borne by the Contractor.

If the Contractor does not act on the Contracting Authority's written complaint even within the

in the following days from the day of receipt of the repeated complaint, the Contracting Authority may

terminate the contract and collect the Bank Guarantee for good execution of the work, and may also demand compensation for damages.



# WARRANTY PERIOD

## Article 9

The contractors agree that the warranty period for the quality of the installed equipment is one year from the day the equipment was put into functional operation (minimum one year from the day it was put into functional operation).

The contractors agree that the warranty period for the quality of the works and installed materials is year from the date of handover of the works. (min.

 year, the deadline will be taken from the offer).

The contractor is obliged to remove the defects of the installed equipment, the works performed and the installed materials, in terms of quality, which occurred during the warranty period, at his own expense, within the time limit set by the Contracting Authority, in which case the new warranty period starts to run on the day of handover of those works /material, otherwise the Contracting Authority has the right to collect a bank guarantee for the elimination of defects within the warranty period.

# QUALITY CONTROL

## Article 10

The contractor is obliged to install equipment and install materials that correspond to the contracted quality, as well as to perform appropriate testing of the installed equipment and installed materials, at its own expense.

The contractor is obliged to provide the expert supervision with all the evidence about the quality of the delivered and installed equipment, the works performed and the materials used and to enable the expert supervision/customer to control.

The final evaluation of the quality of the equipment, assembly, performed works and used materials is performed during the handover of the performed works.

If the Contractor did not allow the Expert Supervision/Customer to perform quality control of the equipment and materials used, the costs of subsequent control by an authorised organisation for quality control shall be borne by the Contractor.

If the Contractor is not satisfied with the results of the inspection, he has the right to notify the Employer in writing. The contracting authority is obliged to decide on the Contractor’s objection within a day. The decision of the Contracting Authority is binding for the Contractor.

If the Contractor does not perform the work in accordance with the Technical Documentation and the rules of the profession, does not install the material and does not install the equipment of the agreed quality, the Contracting Authority has the right to request a change of material/equipment, as well as to suspend the further execution of the work.

If, in the event of the occurrence of the circumstances referred to in the previous paragraph of this article, the safety of the building, neighbouring buildings or people's lives is threatened, the Contracting Authority has the right to demand that the Contractor demolish the completed works and re-perform them at his own expense, otherwise the Contracting Authority has the right to collect a bank guarantee for the good performance of the work.

# CONTRACTUAL PENALTY

## Article 11

The contractors agree that the contractor is obliged to pay to the contracting authority an amount of 1% of the total contracted value for the preparation of technical documentation (design), excluding VAT, for each day of delay, if it is his fault that he is late with the preparation of technical documentation, with that the total amount of the contractual penalty cannot exceed 5% of the total contracted value for the preparation of technical documentation (design), excluding VAT.

The Contractors agree that the Contractor is obliged to pay the Contracting Authority an amount of 0.2‰ (per thousand) of the total contracted value of the equipment with installation and works, excluding VAT, for each day of delay, if he does not perform the contracted works in within the agreed period, with the fact that the total amount of the contractual penalty cannot exceed 5% of the total agreed value of the equipment with assembly and works, excluding VAT.

The total contracted value for the calculation of the contractual penalty does not include the value of previously prepared technical documentation, installed equipment and performed works (value according to previously paid invoices/verified interim payment certificates) if they represent an economic and technical unit and can be used independently as such.

The contractual penalty is calculated until the acceptance of the As-Built Design, i.e., the handover of the performed works, and that with the date of drawing up the record of handover.

The request for exercising the right to a contractual penalty can be made no later than the end of the Final calculation.

The amount of the contractual penalty from paragraphs 1 and 2 of this article is determined by the Final calculation of the performed works.

The Contracting Authority will realize the collection of the contractual penalty by reducing the value according to the Final Calculation, without the prior consent of the Contractor.

If, due to the Contractor's delay in preparing the Technical Documentation (design), performing the works or handing over the performed works, the Contracting Authority has suffered damage that exceeds the amount of the contractual fine, it has the right to demand the difference up to full compensation for the damage.

# COMPENSATION FOR DAMAGES

## Article 12

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



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

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

# PARTIAL EXAMINATION

## Article 13

After each installation of equipment and systems, the contractor is obliged to carry out a partial test of the functionality of the installed equipment and system and measure the performance, about which he will notify the Professional Supervision and the Contracting Authority in writing, with an invitation to attend the test procedure, of which a Minute will be drawn up, signed by the representatives present Contractor, Contracting Authority and Professional Supervision.

The contractor is obliged to immediately eliminate all potential deficiencies and objections noted in the Minutes from paragraph 1 of this article of the contract and after that invite again the Expert supervision and the Contracting Authority to attend the re-examination, which will be made up in the Minutes of the successfully performed repeated partial examination.

The costs of the partial testing process are borne by the Contractor and are included in the offered price.

# TRIAL PERIOD

## Article 14

The Contractor undertakes to immediately, and at the latest within a day from the day of completion of the works, notify the Expert Supervision and the Contracting Authority in writing.

The date of completion of the works is noted in the construction log.

The contractor is obliged to perform a functional check of the facility and system immediately after the completion of the work and the successful testing, before putting it into functional operation - by putting it into trial operation.

The contractor undertakes to submit to the Contracting Authority a request for a functional check of the facility - commissioning, with a signed and certified Statement on the completion of the works.

The contractors agree to start putting the facility into trial operation without delay, and no later than within a day of receiving the written notification from paragraph 1 of this article, by the Expert Supervision and the Contracting Authority.

The contractor undertakes to eliminate all potential defects during the trial period until the expected quality is achieved according to the conditions and requirements of the Technical Specification.

The contractor undertakes to organise and conduct training during the trial period with a minimum of \_\_\_\_\_\_\_\_\_\_\_ employees engaged on management, maintenance of technical processes and equipment.

The contractor undertakes to organise and conduct training during the trial period with

minimum

 of employees on management, management, maintenance of technical processes and equipment.



Functional check of the facility and system - trial operation cannot last longer than

 days from the day of the completion of the works, i.e., the commissioning of the facility for trial operation.

Basic requirements that must be met:

* achieving the expected quality in accordance with positive legal regulations, requirements and conditions from procurement documentation,
* acting on all objections of the Contracting Authority, including finishing and/or re-execution of works, replacement of purchased and/or installed equipment/materials, devices, installations, etc.

A record of the completed functional check of the facility and system is drawn up and signed by the Contractor, the Expert Supervisor and the Contracting Authority. Mandatory threat documentation along with the Record is the Instructions for Use and Maintenance (in Serbian).

The minutes from the previous paragraph forms an integral part of the Handover Minutes.

The costs of the process of functional verification of the facility and systems are borne by the bidder and are included in the offered price.

# DELIVERY OF PERFORMED WORKS

## Article 15

The contractors agree to proceed with the handover and final settlement without delay, and no later than the day after the successful completion of the functional test of the facility and the preparation of the Minutes from Article 15, paragraph 10 of this contract.

The contractors agree that the joint commission will carry out the handover and final calculation of the performed works, which will be recorded.

The contractors agree that the Commission for handover (hereinafter referred to as: the Commission) is appointed by the Contracting Authority.

The contractors agree that the Commission consists of a representative of the Contracting Authority,

representatives of the Contractor, one of whom is the responsible person of the Contractor with the presence of Expert Supervision.

The handover of the completed works and the final calculation is carried out on the basis of the certified Final payment certificate, by checking the compliance of the actually delivered and installed equipment, the actually performed works and the materials used, with the equipment, works and materials



specified in the Final payment certificate.

The contractors agree that the Minutes of Handover contains, in particular, the following information:

* whether the equipment was delivered and installed in accordance with the contract, positive legal regulations, technical norms and rules of the profession,
* whether the works were performed in accordance with the contract, positive legal regulations, technical norms and rules of the profession,
* whether the quality of delivered and installed equipment and performed works corresponds to the contracted quality,
* statement on the handover of guarantee papers and attestations and other accompanying documentation,
* the date of completion of works and the date of completion of trial work and handover.

The contractors agree that the Final Bill contains the following information in particular:

* the value of the prepared technical documentation/installed equipment and performed works according to the agreed prices,
* the amount paid on the basis of Temporary payment certificates,
* the final amount that the Contractor should receive or return according to the undisputed part of the calculation,
* the amount of the price that the Contracting Authority may retain,
* information on the deadline in which the contracted work was carried out and on the possible overrun of the deadline,
* a request for exercising the right to a contractual penalty (notice of retention of the right to collect a contractual penalty), data on the amounts of the contractual penalty, compensation for damages, disputed and undisputed amounts,
* the total remaining amount of the price to be charged.

If deviations are established by checking the conformity of the actually delivered and installed equipment, performed works and used materials with the equipment, works and materials specified in the final payment certificate, the Contractor will, without delay, prepare and issue a Final Payment certificate that contains data on the actual quantities of delivered and installed equipment, performed works and materials used.

# FINANCIAL SECURITY INSTRUMENTS

## Article 16

**Bank performance guarantee:**

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



If during the term of this contract the deadlines for the performance of the contractual obligation are extended, the Contractor is obliged to extend the validity of the Bank Guarantee for the good performance of the work (performance bond).

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

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

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

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

Delivery of the means of financial security from paragraph 1 of this article of the contract is a suspensive condition for the legal effect of the contract.

## Bank guarantee for elimination of defects within the warranty period:

The Contractor undertakes to hand over to the Contracting Authority an unconditional, irrevocable, without right of objection, payable on first call, Bank guarantee for the elimination of defects within the warranty period in the amount of 10% of the total contracted price, excluding VAT, with a validity period of at least 60 (sixty) days longer than the expiration of the warranty period.

If the warranty periods are extended, the Contractor is obliged to extend the validity of the Bank Guarantee for the elimination of defects within the warranty period.

If the Contractor does not extend the term of validity of the Bank Guarantee to the term referred to in the previous paragraph of this contract, the Contracting Authority may charge the entire Bank Guarantee for the elimination of defects within the guarantee period.

The bank guarantee cannot contain additional conditions for payment, shorter terms or a smaller amount, otherwise it will be considered not delivered, in which case the Contracting Authority can collect the Bank guarantee for good execution of the work.



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

The Contracting Authority may collect a Bank Guarantee for the elimination of defects within the warranty period in the event that the Contractor does not fulfil contractual obligations related to the elimination of defects within the warranty period, despite the written warnings of the Employer, as well as in the case of unilateral termination of the contract by the Contractor.

Delivery of the means of financial security from paragraph 9 of this article of the contract is a condition for the verification of the Completed Payment certificate.

# MODIFICATION OF THE CONTRACT

## Article 17

The contractors agree that the contract can be amended for the reasons stated in Art. 5 of this Contract.

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

# CONTRACT TERMINATION

## Article 18

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

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

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

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

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

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

# VALIDITY OF THE CONTRACT

## Article 19

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

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

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



# FINAL PROVISIONS

## Article 20

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

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

## Article 21

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

An integral part of this Contract are its annexes:

1. Contractor's offer no. of
2. Technical specification.

Contracting Authority Contractor

*Note:*

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



# INSTRUCTION TO BIDDERS ON HOW TO PREPARE A BID

## Data on the contracting authority:

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

**Basic information about the procedure**

|  |  |
| --- | --- |
| Name of the procedure: | **Design and reconstruction of a public building** |
| 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**

**Design and reconstruction of a public building**

**Procurement description:**

*(Portal withdraws the stated data)*

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

*(Portal withdraws the stated data)*

Method of ranking acceptable bids:

*(Portal withdraws the stated data)*

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

Electronic communication is required in the procedure.

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

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

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

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

## on the procedure page:

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

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

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

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

* forming **a group of bidders**

see the general user manual for the Portal

* preparation and submission of **bid**

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

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

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



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

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

## sending a request for protection of rights

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

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

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

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

## Email inbox in the procedure

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

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

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

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

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

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

## Preparation and submission of bids/applications

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



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

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

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

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

A detailed instruction on preparing an offer via the Portal:

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

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

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

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

## Preparation and submission of a joint bid/application

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

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

More about forming a group of economic operators:

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

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

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



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

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

## Preparation of bid/application with subcontractor

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

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

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

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

## Preparation of documents within the bid/application

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

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

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

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



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

* **A detailed reconstruction plan of the building according to the conditions and requirements from the procurement documentation.**
* **equipment catalogue (excerpt from the Catalogue, prospectus, technical drawing, sketches, schemes, etc., or other appropriate document) in which the offered equipment components are clearly marked**
* **Calculation of the energy efficiency of the facility provided by the offered solution**
* **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: blank promissory note, signed with original signature (not facsimile), which must be recorded in the Register of Bills of Exchange and authorisations of the National Bank of Serbia (signed by an authorised person), promissory note authorisation - letter with clauses “no protest” and signed by an authorised person and with the indicated amount of 3% of the total value of the offer without VAT), certificate of registration of the bill (listing from the NBS website, as proof that the bill is registered), copy of the card of deposited signatures commercial banks specified in the bill of exchange authorization - letter) and a copy of the certified OP form or unconditional, bank guarantee collectible at the first call in the amount of 3% of the total value of the bid without tax on non-life insurance premium.**

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: *(Design and reconstruction of a public building)*

DO NOT OPEN



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

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

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

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

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

## Filling in the bid form

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

## Other procurement requirements:

1. The bidder is not allowed to request an advance.
2. Place of execution of works: the Contracting Authority's facility, which is the subject matter of reconstruction.
3. Method of performing works: according to the Service Description from the Technical Specification.

## Application of the draw

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

The contracting authority will draw by lot in public, in the presence of the bidder, by writing the names of the bidders on separate papers of the same size and colour, and will fold all these papers and put them in a transparent box from where they will draw only one paper. To the bidder whose



name is on the drawn paper will be awarded a contract. After the first paper is drawn, the contracting authority draws the remaining papers one by one and ranks the remaining bidders in the order in which they were drawn.

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

**Method and deadline for payment:**

1. For the preparation of technical documentation:
	* 50% of the total contracted price for designing, after obtaining the Building Permit, within

 days from the date of receipt of the correct invoice that the Contractor will deliver to the Contracting Authority, by payment to the Contractor's current account no. , at the bank;

* + 30% of the total contracted price for the design, after submission of the Main Design, within days of receiving the correct invoice, which will be delivered by the Contractor to the Contracting Authority, by payment to the Contractor's current account no. , at the bank;
	+ 20% of the total contracted price for design, after submission of the As-Built Design, i.e., complete technical documentation supplied with all necessary permits and consents of the competent authorities, adopted/verified by the Contracting Authority, i.e. upon completion of the contracted work as a whole, upon certified Finished situation, based on the Final calculation, within 45 days from the date of receipt of the certified Completed situation, which the Contractor will deliver to the Contracting Authority, by payment to the Contractor's current account no. , at the bank.
1. For procurement/delivery/installation of equipment and performance of works:
	* 90% of the total contracted price for equipment with installation and for the execution of works, successively, according to certified temporary payment certificates that the Contractor will deliver to the Contracting Authority, within 45 days from the date of receipt of the correct temporary payment certificate of the Supplier no.

 , at the bank;

10% of the total contracted price for equipment with installation and for the execution of works, based on the certified Final payment certificate, based on the Final calculation within 45 days from the date of receipt of the certified Final payment certificate.

## The bid must be valid for 90 days from the day of bid opening.

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

## Manner of amending the offer/application

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

## Method of revoking bids/applications

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




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

***BID BOND:***

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

**The blank promissory note must be registered in the Register of Bills of Exchange and Authorisations of the National Bank of Serbia** and should be signed by a person authorised to represent with the **original signature (not a facsimile)**. The bill of exchange must be accompanied by a duly completed and signed **bill of exchange authorisation - letter**, with “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.

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

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

Security for the seriousness of the bid - bill of exchange, 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 favourable 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 or a bank guarantee, the bid will be rejected as unacceptable.

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

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

If during the term of this contract the deadlines for the performance of the contractual obligation are extended, the bidder is obliged to extend the validity of the Bank Guarantee for the good performance of the work (performance bond).

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

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

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

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

Delivery of the means of financial security from paragraph 1 of this article of the contract is a suspensive condition for the legal effect of the contract.

## Bank guarantee for elimination of defects within the warranty period:

The bidder undertakes to hand over to the Contracting Authority an unconditional, irrevocable, without right of objection, payable on first call, Bank guarantee for the elimination of defects within the warranty period in the amount of 10% of the total contracted price, excluding VAT, with a validity period of at least 60 (sixty) days longer than the expiration of the warranty period.

If the warranty periods are extended, the bidder is obliged to extend the validity of the Bank Guarantee for the elimination of defects within the warranty period.



If the bidder does not extend the validity period of the Bank Guarantee, the Contracting Authority may charge the entire Bank Guarantee for the elimination of defects within the guarantee period.

The bank guarantee cannot contain additional conditions for payment, shorter terms or a smaller amount, otherwise it will be considered not delivered, in which case the Contracting Authority can collect the Bank guarantee for good execution of the work.

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

The Contracting Authority may collect a Bank Guarantee for the elimination of defects within the warranty period in the event that the bidder does not fulfil contractual obligations related to the elimination of defects within the warranty period, despite the written warnings of the Contracting Authority, as well as in the case of unilateral termination of the contract by the Contractor.

Professional liability insurance policy:

The Bidder undertakes to hand over to the Contracting Authority a professional liability insurance policy, in accordance with Article 129a of the Law on Planning and Construction (“Official Gazette of the Republic of Serbia”, Nos. 72/2009, 81/2009, 64/2010 - Decision of the Constitutional Court, 24/2011, 121/2012, 42/2013 - Decision of the Constitutional Court, 50/2013 - Decision of the Constitutional Court, 98/2013, 83/2018, 31/2019, 37/2019 and 52/2021) and Article 37 of the Rulebook on the conditions of professional liability insurance (“Official Gazette of the Republic of Serbia”, No. 40/2015), namely:

* Professional liability insurance policy for the preparation of Technical Documentation
* Professional liability insurance policy for the performance of works.

## Opening of bids/applications

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

Date: *(Portal withdraws the stated data)*

Place: *(Portal withdraws the stated data)*

## Information on authorised persons and opening procedure:

The contracting authority did not exclude the public from the bid opening procedure. On the procedure page



*Bids Bid Opening*, the bidder can follow the countdown until the opening of bids. After the Portal opens the bids, a record on the opening of bids is formed, which can be downloaded from the page of the procedure and sent to the bidders at the same time.

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

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

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

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

## Protection of rights

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

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

## Applying for protection of rights electronically

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

Steps:

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

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

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

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

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

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

Evidence is any document from which it can be determined that the transaction was performed for the appropriate amount from Article 225. The LPP and to refer to the subject request for protection of rights.

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

The fee is 120,000 dinars.