TENDER DOCUMENTATION MODEL OPEN PROCEDURE

Public procurement of goods - Air conditioners

**Application of ecological aspects**

**INTRODUCTORY NOTES - MODEL COMPETITION DOCUMENTATION WITH APPLICATION OF ENVIRONMENTAL ASPECTS**

By the Rulebook on types of goods for which contracting authorities are obliged to apply environmental aspects in public procurement procedures (“Official Gazette of the Republic of Serba”, No. 115/23, hereinafter referred to as: Rulebook), which is in force from 1 January 2024, the types of goods for which the contracting authorities are obliged to apply ecological aspects when determining technical specifications, criteria for the selection of an economic operator, criteria for the award of contracts or conditions for the execution of public procurement contracts are prescribed, within one or more parts of the procurement documentation.

Article 2 of the Rulebook stipulates that contracting authorities are obliged to apply environmental aspects in public procurement procedures, among other procurement items, and air conditioners (standard air conditioners, inverter air conditioners for heating and cooling, etc.).

In this connection, and with the aim of providing assistance to contracting authorities during the preparation and implementation of the public procurement procedure, this tender documentation model was created.

In this tender documentation model, there are examples of the application of ecological aspects when defining:

* Technical specifications (Refrigerating media R32 and R410A, energy efficiency A, A+, A++, A+++),
* Criteria for the qualitative selection of an economic operator (Environmental Management Standards) and
* - Criteria for awarding contracts (weighting of air conditioners with better energy efficiency) and
* Special conditions for contract execution (obligation to recertify certificate 14001 - Environmental management system).

This tender documentation model has been prepared on the basis of information available on the market of the Republic of Serbia on the availability of air conditioners with ecological characteristics, with the fact that before starting the public procurement procedure, the contracting authorities are obliged to research the market and collect all the necessary information in order to carry out the public procurement procedure in a quality manner.

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# GENERAL INFORMATION ON THE SUBJECT MATTER OF PROCUREMENT

**Name:** (Purchase of air conditioners)

#### Type of procurement subject matter: Goods

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

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

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| *Instructions for working on the Public Procurement Portal:*   * + - * *This part of the tende*r *documentation is created by the Portal, that is, it pulls the data that the Contracting Authority has already entered when creating the procurement documentation on the Public Procurement Portal.* * *The Contracting Authority has the option, instead of creating this document on the Portal, to prepare it as a separate document and upload it to the Portal at the appropriate step.* |

# TYPE, TECHNICAL CHARACTERISTICS (SPECIFICATIONS), QUALITY, QUANTITY AND DESCRIPTION OF GOODS, METHOD OF CONTROL AND QUALITY ASSURANCE, DELIVERY TIME, PLACE OF DELIVERY, POSSIBLE ADDITIONAL SERVICES, ETC.

#### Technical specification

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| No. | Minimum required characteristics: | Quantity |
| 1. | **Required minimum technical characteristics of the air conditioner, 12000 Btu/h:**   * Type: Inverter * Cooling capacity: 3.5 kW * Heating capacity: 3.7 kW * Cooling energy efficiency SEER: ≥ 6,0 (A) * Energy efficiency of heating SCOP: ≥ 4.0 (A) * Indoor unit noise level ≤ 45dB * Noise level of the outdoor unit: ≤ 60dB * Area of ​​work: min. -15°C/max. +45°C * Cooling medium/Refrigerant – freon R32 * Energy class of heating and cooling: min. Class А (А, А+, А++ or А+++) | 10[[1]](#footnote-1) |
| 2. | **Required minimum technical characteristics of the air conditioner, 18000 Btu/h:**   * Type: Inverter * Cooling capacity: 5.00 kW * Heating capacity: 5.50 kW * Cooling energy efficiency SEER: ≥ 6,2 (A) * Energy efficiency of heating SCOP: ≥ 4.0 (A) * Indoor unit noise level ≤ 45dB * Noise level of the outdoor unit: ≤ 56dB * Area of ​​work: min. -15°C/max. +45°C * Cooling medium/Refrigerant: R410A * Energy class of heating and cooling: min. Class B (B, А, А+, А++ or А+++) | 10 |

Air conditioners should have a controller for wireless remote control, brackets for mounting the outdoor and indoor units and a 5 m long connection set: copper pipes 12/6 mm with thermal insulation, a PVC hose reinforced with wire (armoured hose) and an electric cable of the appropriate section for connecting the indoor and outdoor units.

The offered and delivered air conditioners must be new, in original factory packaging, with attached technical documentation, which guarantees the originality of the product.

With each delivered and installed air conditioner, the bidder is obliged to submit the manufacturer's declaration with the technical characteristics of the device, instructions for use in the Serbian language and a correctly completed and certified warranty card.

The bidder must ensure that the condensate from the outdoor and indoor air conditioning units is collected and drained in accordance with legal regulations.

The bidder submits the catalogue or technical documentation of the air conditioner manufacturer as proof of fulfilment of the required characteristics of the air conditioner. Catalogue or technical documentation of the air conditioner manufacturer, which should contain the name of the manufacturer, the model/designation of the air conditioner offered and a detailed specification of the product offered by the bidder. The submitted documentation must contain all the data on the offered air conditioners in accordance with the required characteristics provided in the technical specification.

#### Method and term of delivery and installation:

The term of delivery, assembly/installation and commissioning cannot be shorter than 3 working days, nor longer than 30 working days from the date of signing the contract.

#### Place of delivery:

The Contracting Authority’s seat in (*enter the city, address where the headquarters is located*). Delivery can be made only during working hours, from Monday to Friday, from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter working hours*), except for public holidays.

**Warranty period:**

The minimum warranty period is 2 years from the date of signing the Record of Quantitative and Qualitative Acceptance.

The Bidder is obliged to repair the defective goods within the warranty period, purchase and install the spare part and eliminate the defect at his own expense, by bringing the goods to a correct condition within three working days from the date of the Contracting Authority’s call.

#### Method of conducting control and ensuring quality assurance:

The Committee for Quantitative and Qualitative Acceptance of Goods, established by the contracting authority, will perform a quantitative and qualitative inspection of the delivered goods upon delivery, which will be compiled into a Record of Quantitative and Qualitative Receipt, which will be signed by the members of the Commission and the Supplier's representative. The Commission for Quantitative and Qualitative Acceptance of Goods in question prepares the Minutes of Quantitative and Qualitative Acceptance of Goods, which confirms the receipt of a certain quantity and type of goods, as well as that the delivered goods correspond in all respects to the agreed upon.

The committee draws up minutes in two identical copies, which are signed by all members of the committee and the representative of the Bidder, of which one copy is kept by each contracting party.

In the event that the Committee for Quantitative and Qualitative Acceptance determines that the quality of the delivered goods does not correspond to the agreed upon, it does not draw up a Record of Quantitative and Qualitative Acceptance, but draws up and signs a Complaint Record, which states why the delivered goods do not conform to the agreed upon.

The Bidder is obliged to remedy the defects listed in the Complaint Minutes and to deliver the goods in accordance with the Offer and the Contract, no later than the deadline for delivery. After removing the defects and delivering the goods, Minutes of Quantitative and Qualitative Acceptance will be drawn up.

In the event that the Committee for Quantitative and Qualitative Acceptance determines that the quantity of delivered goods does not correspond to the requested quantity, it may draw up the Minutes of Quantitative and Qualitative Acceptance for the delivered goods. In that case, the Bidder is obliged to deliver the remaining requested and undelivered goods in accordance with the Offer and the Contract, no later than the deadline for delivery. Upon delivery of the goods, Minutes of Qualitative and Quantitative Receipt will be drawn up for the delivered remaining requested goods.

During the implementation of the contract, the Contracting Authority is authorised to examine whether the delivered goods have the agreed characteristics and quality upon receipt of the goods.

The Contracting Authority will examine whether the delivered goods have the agreed characteristics and quality by comparing the technical characteristics specified in the product declaration and accompanying documentation with the agreed characteristics.

In the event that the Contracting Authority, during 2 (two) different deliveries of goods, determines that the delivered goods do not have the agreed characteristics, the Contracting Authority is authorised to unilaterally cancel the contract, with a notice period of at least 15 (fifteen) days. In the aforementioned case, the Contracting Authority will activate the means of financial security for the fulfilment of contractual obligations delivered on the basis of the concluded contract. For all observed defects - hidden defects, which were not visible at the time of receiving the goods, the Contracting Authority shall submit a complaint with a record of defects to the Supplier no later than 8 (eight) days after the defects have been identified.

The Bidder undertakes to remove the defects or to replace the defective goods with goods of the agreed quality within 5 (five) days after receiving the complaint at the latest.

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| *Ecological aspects:*  *In this technical specification, the application of ecological aspects refers to:*   * *- Type of cooling medium (R32 and R410A).* *Both types of cooling medium belong to the group of ecological gases, with the fact that the use of R32 cooling medium enables the least impact on the environment.* * *Energy efficiency label (B, A, A+, A++, A+++).* *An air conditioner with an A+++ rating is the most energy efficient* |

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### 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

## EXCLUSION GROUNDS

#### Final verdict for one or more criminal offences Legal basis:

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

procurement 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 organised crime; the criminal offence 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 offence 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 more than one legal representative, he must provide proof for each of them.

The economic operator established in another state:

If the economic operator has its registered office in another state, the Contracting Authority shall accept the excerpt from the criminal record or other appropriate register or, if this is not possible, the relevant document of the competent judicial or administrative body in the state of the economic operator, i.e., in the state whose citizen he/she is. If the said evidence is not issued in the country in which the economic 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 of 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 economic 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 item 2 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 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.

### ECONOMIC OPERATOR SELECTION CRITERIA

#### Technical and professional capacity

**List of delivered goods**

**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.

#### Method of proving the fulfilment of the criteria:

The economic 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 economic 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:**

With the confirmation of the Contracting Authority, which confirms that the Bidder delivered and installed the air conditioners with the required technical characteristics within the agreed time and quality.

The confirmation must necessarily contain: the name and registered office of the Ordering Party, the name and registered office of the Bidder, the date of the purchase and sale, a brief description of the delivered goods, as well as a statement that the purchase and sale was made within the agreed time and quality. The confirmation must be signed by an authorised person of the contracting authority and stamped.

#### Conditions:

That in the previous three years before the deadline for submitting bids, the bidder delivered and installed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (enter the number of air conditioners) air conditioners with the required technical characteristics.

**Technical means and measures for quality assurance**

**Legal basis:**

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

#### Method of proving the fulfilment of the criteria:

The economic 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 economic operator. Prior to making a decision in the public procurement procedure, the contracting authority is obliged to request from the bidder who submitted the most economically favourable bid to submit evidence of fulfilment of the criteria for qualitative selection of the economic operator.

**This criterion is proven by:**

A photocopy of the scanned traffic license and a printed image of the registration sticker showing the vehicle's registration number and the registration expiration date. If the bidder is not the owner of the vehicle, in addition to the traffic license, it is necessary to provide proof of the legal basis for using the vehicle (rental agreement, leasing agreement, etc.).

**Conditions:**

The bidder must have at least one vehicle for the delivery of goods.

#### Quality assurance standards and environmental management standards Environmental management standards

#### Legal basis:

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

#### Method of proving the fulfilment of the criteria:

The economic 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 economic operator.

Prior to making a decision in the public procurement procedure, the contracting authority is obliged to request from the bidder who submitted the most economically favourable bid to submit evidence of fulfilment of the criteria for qualitative selection of the economic operator.

**This criterion is proven by:**

A copy of a valid certificate.

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

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

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

**Conditions:**

The business entity applies environmental protection system standards in its operations, namely ISO 14001:2015 - environmental protection management system or equivalent.

***Note:***

*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 of procurement.*

***See Art. 114-127 of the*** ***PPL.***

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| *Ecological aspects:*  *Within the criteria for the selection of a business entity, the environmental aspect refers to the obligation of the business entity to apply the standards of the environmental protection system in its operations, namely ISO 14001:2015 - environmental protection management system.* |

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# DATA REGARDING THE CRITERIA FOR AWARDING THE CONTRACT

In the public procurement procedure, the Contracting Authority awards the contract to the most economically advantageous offer, determined on the basis of the price-quality ratio criteria.

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| **Criterion** | **Points** |
| Price | 80 |
| Quality | 20 |
| Total | 100 |

The criteria for awarding contracts must be described and evaluated, must not be discriminatory, must be related to the subject matter of the public procurement contract, and must enable effective competition.

**Weighting methodology:**

#### A - Price - 80 weights

The maximum number of points for the best offered value, that is, with 80 points, the offer with the lowest offered price is evaluated.

Other offers are evaluated in relation to the lowest offered price, using the following formula:

A = lowest bid price/bid price\*80

#### B - Quality - Mark of energy efficiency - 20 weights

The total number of weights for the quality criterion is equal to the sum of the weights for each element of the quality criterion.

**B = B1+B2**

B1= air conditioner 12000 Btu/h

B2 = air conditioner 18000 Btu/h

|  |  |
| --- | --- |
| **B1 = AIR CONDITIONER 12000 BTU/H** | |
| LABEL OF ENERGY EFFICIENCY | NUMBER OF WEIGHTINGS |
| А | 0 |
| А+ | 3 |
| А++ | 6 |
| А+++ | 10 |

|  |  |
| --- | --- |
| **B1 = AIR CONDITIONER 18000 BTU/H** | |
| LABEL OF ENERGY EFFICIENCY | NUMBER OF WEIGHTINGS |
| 8 | 0 |
| А | 2 |
| А+ | 5 |
| А++ | 7 |
| А+++ | 10 |

**Total number of weightings:** **A+B**

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

**Other procurement requirements (not listed above as criteria)**

Name: Delivery term

Unit of measure: working day

Minimum allowed value: 3 working days

Maximum allowed value: 30 working days

Name: Warranty period:

Unit of measure: year

Minimum allowed value: 2 years

**The evidence required for the evaluation of criterion B is submitted in the offer, namely:**

The catalogue or technical documentation of the air conditioner manufacturer, which should contain the name of the manufacturer, the model/designation of the air conditioner offered and a detailed specification of the product offered by the bidder. The submitted documentation must include information on the energy efficiency label.

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

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

#### Application of the draw

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

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

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

|  |
| --- |
| *Ecological aspects:*  *Within the criteria for awarding the contract, the environmental aspect refers to the weighting of energy efficiency labels.* |

|  |
| --- |
| *Instructions for working on the Public Procurement Portal:*  *Given that the quality criterion is not expressed numerically, the Contracting Authority will apply the manual ranking method, in which case the created document "Criteria for awarding the contract" will be uploaded to the Portal.* |

# DATA ON THE BASIS OF WHICH THE BIDDERS PREPARE THE BID FORM

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

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

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

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

The form of the statement on the fulfilment of the criteria for the qualitative selection of the economic operator is automatically formed on the Portal on the basis of the data entered by the contracting authority in the step: Criteria for qualitative selection of the economic operator. The portal automatically forms part of the tender documentation: Criteria for qualitative selection of an economic operator and instructions on how to prove the fulfilment of these criteria, and

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

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

#### Procurement of air conditioners

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **1** | **2** | **3** | **4** | **5** | **6 (3x4)** | **7 (3x5)** | **8.** |
| **Subject matter of the Public Procurement** | **Unit of measurement** | **Quantity** | **Unit price without VAT** | **Unit price with VAT** | **Total value without VAT** | **Total**  **total value (with VAT);** | **Name of the manufacturer and model of the offered devices**  **Air conditioners** |
| **Required minimum technical characteristics of the air conditioner, 12000 Btu/h:**   * Type: Inverter * Cooling capacity: 3.5 kW * Heating capacity: 3.7 kW * Cooling energy efficiency SEER: ≥ 6,0 (A) * Energy efficiency of heating SCOP: ≥ 4.0 (A) * Indoor unit noise level ≤ 45dB * Noise level of the outdoor unit: ≤ 60dB * Area of ​​work: min. -15°C/max. +45°C * Cooling medium/Refrigerant – freon R32 * Energy class of heating and cooling: min. Class А (А, А+, А++ or А+++) | piece | 10 |  |  |  |  |  |
| **Required minimum technical characteristics of the air conditioner, 18000 Btu/h:**  - Type: Inverter | piece | 10 |  |  |  |  |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| * Cooling capacity: 5.00 kW * Heating capacity: 5.50 kW * Cooling medium/Refrigerant: R410A * Cooling energy efficiency SEER: ≥ 6,2 (A) * Energy efficiency of heating SCOP: ≥ 4.0 (A) * Indoor unit noise level ≤ 45dB * Noise level of the outdoor unit: ≤ 56dB * Area of ​​work: min. -15°C/max. +45°C * Energy class of heating and cooling: min. Class B (B, А, А+, А++ or А+++) |  |  |  |  |  |  |  |
| ***TOTAL:*** | | | | |  |  |  |

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

The data contained in the form of the structure of the offered price shall be entered according to the quantities and description specified in the Technical Characteristics (Specifications) - Section 2 and the following instructions:

* in column 4 - unit price (excluding VAT);
* in column 5 - unit price (including VAT);
* in column 6 - total value (excluding VAT);
* in column 7 - total value (including VAT);
* in column 8 - enter the name of the manufacturer and the model of the offered good
* row total – total value without and with VAT

|  |
| --- |
| *Instructions for working on the Public Procurement Portal:*  *This part of the tender documentation is specially prepared by the Contracting Authority and uploaded to the Portal at the appropriate step.* |

### OFFER PREPARATION COSTS FORM

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**  **BIDS** |  |

#### Note:

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

**Submission of this form is optional.**

### CONTRACT MODEL

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

and

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

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

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

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

(hereinafter referred to as: Supplier),

**CONTRACT ON THE PUBLIC PROCUREMENT OF GOODS FOR AIR CONDITIONING**

**PUBLIC PROCUREMENT NO. \_\_\_\_\_\_\_**

**THE CONTRACTING PARTIES AGREE THAT:**

* That the Contracting Authority conducted an open procedure for the public procurement of goods: Air conditioners, Public Procurement;
* The supplier submitted the Offer, number , in all respects in accordance with the Tender documentation.
* The Contracting Authority awarded the contract to the Service Provider, based on the Report on the Public Procurement Procedure and the Decision on awarding the contract, number \_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in accordance with the Law on Public Procurement (“Official Gazette of the Republic of Serba”, Nos. 91/2019, 92/23).

*(variant: joint offer)*

* + The supplier 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 supplier entrusted the following part of the procurement to subcontractor .

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

### SUBJECT-MATTER OF THE AGREEMENT

#### Article 1

The subject of this contract is the procurement of air conditioners, in all respects according to the Technical Specification contained in the Tender Documentation (hereinafter the contract: Technical Specification) and the adopted Supplier's Offer (hereinafter referred to as the contract: Supplier’s Offer), which form an integral part of this contract.

### CONTRACT VALUE

#### Article 2

The total value of the goods from Article 1 of this contract amounts to dinars without VAT, that is

dinars with VAT.

Unit prices are fixed and cannot be changed during the duration of the contract. *(The contracting authority can foresee price adjustment according to the data of the Republic Institute of Statistics or according to some other official data.)*

The unit price includes the delivery, assembly and commissioning of the goods at the address of the Ordering Party and all other accompanying and dependent costs incurred by the Supplier during the implementation of the contract.

### TERMS AND METHOD OF PAYMENT

#### Article 3

The Contracting Authority undertakes to pay the agreed price, including VAT, to the Bidder after the delivery has been made, by payment to the Bidder's current account, within 45 days from the date of receipt of the correct e-invoice, in accordance with the Law on Payment Terms obligations in commercial transactions (“Official Gazette of the Republic of Serbia”, Nos. 119/12, 68 /15, 113/17, 91/19, 44/2021 - as amended, 129/21 - as amended, 130/21 and 138/22) and on the basis of the submitted signed Minutes of quantitative and qualitative receipt of the goods in question.

The supplier is obliged to issue invoices in accordance with the Law on Electronic Invoicing (“Official Gazette of the Republic of Serba”, Nos. 129/2021, 138/2022 and 92/2023).

Obligations that are due in the next budget year will be implemented at most up to the amount of funds that will be approved for that purpose in that budget year, in accordance with Article 7 of the Decree on the criteria for determining the nature of expenditures and the conditions and method of obtaining consent for the conclusion of certain contracts that due to the nature expenditures require payment in several years (“Official Gazette of the Republic of Serbia”, Nos. 21/2014 and 18/2019).

### DEADLINE AND METHOD OF EXECUTION OF THE CONTRACT

#### Article 4

The supplier undertakes to deliver, assemble/install and put into operation the goods from Article 1 of this contract within \_\_\_\_\_\_\_\_\_\_\_\_\_\_ days from the date of mutual signing of the contract.

The supplier undertakes to perform the delivery promptly and with a sufficient number of direct executors, in all accordance with positive legal regulations, norms and standards, the use of which is mandatory, acts and instructions of the Contracting Authority and in accordance with this Agreement, respecting the rules of the profession, professionally and conscientiously.

### QUALITATIVE AND QUANTITATIVE ACCEPTANCE

#### Article 5

The Committee for Quantitative and Qualitative Acceptance of Goods, established by the contracting authority, will perform a quantitative and qualitative inspection of the delivered goods upon delivery, which will be compiled into a Record of Quantitative and Qualitative Receipt, which will be signed by the members of the Commission and the Supplier's representative. The Commission for Quantitative and Qualitative Acceptance of Goods in question prepares the Minutes of Quantitative and Qualitative Acceptance of Goods, which confirms the receipt of a certain quantity and type of goods, as well as that the delivered goods correspond in all respects to the agreed upon.

The committee draws up minutes in two identical copies, which are signed by all members of the committee and the representative of the Supplier, of which one copy is kept by each contracting party.

In the event that the Committee for Quantitative and Qualitative Acceptance determines that the quality of the delivered goods does not correspond to the agreed upon, it does not draw up a Record of Quantitative and Qualitative Acceptance, but draws up and signs a Complaint Record, which states why the delivered goods do not conform to the agreed upon.

The Supplier is obliged to remedy the defects listed in the Complaint Record and to deliver the goods in accordance with the Supplier's Offer and the Agreement, no later than the deadline for delivery. After removing the defects and delivering the goods, Minutes of Quantitative and Qualitative Acceptance will be drawn up.

In the event that the Committee for Quantitative and Qualitative Acceptance determines that the quantity of delivered goods does not correspond to the requested quantity, it may draw up the Minutes of Quantitative and Qualitative Acceptance for the delivered goods. In that case, the Supplier is obliged to deliver the remaining requested and undelivered goods in accordance with the Supplier's Offer and the Agreement, no later than the deadline for delivery. Upon delivery of the goods, Minutes of Qualitative and Quantitative Receipt will be drawn up for the delivered remaining requested goods.

During the implementation of the contract, the Contracting Authority shall examine whether the delivered goods have the agreed characteristics and quality.

The Contracting Authority will examine whether the delivered goods have the agreed characteristics and quality by comparing the technical characteristics specified in the product declaration and accompanying documentation with the agreed characteristics.

In the event that the Contracting Authority, during 2 (two) different deliveries of goods, determines that the delivered goods do not have the agreed characteristics, the Contracting Authority is authorised to unilaterally cancel the contract, with a notice period of at least 15 (fifteen) days. In the aforementioned case, the Contracting Authority will activate the means of financial security for the fulfilment of contractual obligations delivered on the basis of the concluded contract.

For all observed defects - hidden defects, which were not visible at the time of receiving the goods, the Contracting Authority shall submit a complaint with a record of defects to the Supplier no later than 8 (eight) days after the defects have been identified.

The supplier undertakes to remove the defects or to replace the defective goods with goods of the agreed quality within 5 (five) days after receiving the complaint at the latest.

#### Article 6

The supplier is obliged to deliver air conditioners of the same model and manufacturer specified in the offer for the entire duration of the contract.

Exceptionally, after concluding the contract, the Supplier may, upon obtaining the consent of the Contracting Authority, replace the model/manufacturer specified in the offer, i.e. deliver goods of another model/manufacturer.

In that case, the Supplier submits a written, explained request to the contracting authority.

Air conditioners of another model/manufacturer, proposed by the Supplier, must meet all the criteria prescribed by the Technical Specification. Along with the request for change, the Supplier is obliged to provide evidence from which it can be established without a doubt that the offered air conditioners meet all technical requirements.

The change can be made only after obtaining the written consent of the Contracting Authority. Due to the change, the Supplier cannot ask for a price change.

The Contracting Authority reserves the right not to accept the Supplier's request for change.

The warranty period is \_\_\_\_\_ years from the date of signing the Record of Quantitative and Qualitative Acceptance.

The Bidder is obliged to repair the defective goods within the warranty period, purchase and install the spare part and eliminate the defect at his own expense, by bringing the goods to a correct condition within three working days from the date of the Contracting Authority’s call.

**SUPPLIER’S OBLIGATIONS**

**Article 7**

The supplier undertakes to

during the implementation of the contract, fully comply with the regulations in the field of environmental protection,

1. if the validity of the 14001-Environmental Management System certificate expires during the term of the contract, ensure its recertification as proof of constant compliance with standards, control of the impact of its activities, products and services on the environment and further performance improvement.

### OBLIGATIONS OF THE CONTRACTING AUTHORITY

#### Article 8

The Contracting Authority undertakes to designate a person to carry out constant oral consultations with the Supplier, control over the execution of this contract, report defects, etc. on behalf of the Contracting Authority.

### COMPENSATION FOR DAMAGES

#### Article 9

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

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

1. of this article, the joint commission shall determine the possible responsibility of the Supplier, the scope and amount of damage, which will be recorded.

### CONTRACTUAL PENALTY

#### Article 10

The Contractors agree that the Contractor is obliged to pay the Contracting Authority an amount of 0.2% of the total required value of goods for each day of delay, in the name of the contractual penalty, if it does not make the delivery within the agreed time due to his own fault, with the fact that the total amount of the contractual penalty cannot exceed 5% of the total contracted value.

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

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

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

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

### FINANCIAL SECURITY INSTRUMENTS

#### Article 11

The supplier delivers the following means of security for the performance of the contract:

- for the fulfilment of contractual obligations

- to eliminate defects within the warranty period.

The Bidder undertakes to hand over to the Contracting Authority a blank promissory note as a guarantee for the fulfilment of the contractual obligations at the same time as the contract is concluded.

The bidder is obliged to submit its own bill of exchange, which must be recorded in the Register of Bills of Exchange and Authorisations of the National Bank of Serbia. The blank promissory note should be signed by the person authorised to represent with the original signature (not a facsimile). The bill of exchange must be accompanied by a duly completed and signed bill of exchange authorisation - letter, with clauses “no protest”, in the name of contractual obligations and with the indicated amount of 10% of the total contract value without VAT and bill of exchange registration certificate (listing from 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.

The term of validity of financial collateral is at least 30 days longer than the expiration date of the contract.

In the event that the bidder does not fulfil its contractual obligations in all respects in accordance with the concluded contract, performs them in part or is late with the fulfilment of contractual obligations, the contracting authority will activate the collateral.

The bidder is obliged to submit a blank promissory note along with the Record of Quantitative and Qualitative Receipt of Goods as a guarantee for correcting errors within the warranty period.

The bidder is obliged to submit its own bill of exchange, which must be recorded in the Register of Bills of Exchange and Authorisations of the National Bank of Serbia. The blank promissory note should be signed by the person authorised to represent with the original signature (not a facsimile). The bill of exchange must be accompanied by a duly completed and signed bill of exchange authorisation - letter, with clauses “no protest”, in the name of contractual obligations and with the indicated amount of 10% of the total contract value without VAT and bill of exchange registration certificate (listing from 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.

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

### TERMINATION

#### Article 12

This contract can be terminated in the event of the occurrence of circumstances that do not depend on the will of the contracting parties and that make the execution of the contract difficult or impossible.

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

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

### VALIDITY OF THE CONTRACT

#### Article 13

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.

The term of validity of the contract is 12 months from the date of conclusion, that is, until the fulfilment of the contractual obligations.

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

### FINAL PROVISIONS

#### Article 14

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.

#### Article 15

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

***CONTRACTING AUTHORITY SUPPLIER***

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

|  |
| --- |
| *Ecological aspects:*  *In this contract model, the application of environmental aspects refers to the obligation to recertify the 14001-Environmental Management System certificate.* |

|  |
| --- |
| *Instructions for working on the Public Procurement Portal:*  *This part of the tender documentation is specially prepared by the Contracting Authority and uploaded to the Portal at the appropriate step.* |

# INSTRUCTION TO BIDDERS ON HOW TO PREPARE AN OFFER

#### 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)*  *data)* |
| Website: | *(Portal withdraws the stated data)* |

**Basic information about the procedure**

|  |  |
| --- | --- |
| Name of the procedure: | **Procurement of air conditioners** |
| Reference number: | *(Portal withdraws the stated data)* |
| Type of procedure: | **Open procedure** |
| Type of procurement subject matter: | **Goods** |
| Description: | *(Portal withdraws the stated data)* |
| Deadline for submission: | *(Portal withdraws the stated data)* |

**Characteristics of the public procurement procedure** *(instruments and techniques) (if applicable)*

**Description of subject matter / lot**

**Procurement of air conditioners**

**Procurement description:**

*(Portal withdraws the stated data)*

The Contracting Authority defined the criteria for awarding the contract based on:

*(Portal withdraws the stated data)*

Method of ranking acceptable bids:

*(Portal withdraws the stated data)*

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

Electronic communication is required in the procedure.

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

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

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

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

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

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

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

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

* forming **a group of bidders**

see the general 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 an economic 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/she 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 can be submitted: Serbian** (*data specified 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 to it directly the due claims for the part of the contract which it has executed.

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

#### Preparation of documents within the bid/application

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

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

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

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

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

* Bid form;
* Offered price structure form;
* Form of costs of bid preparation (submission of this form is not mandatory);
* Statement on fulfilment of criteria for qualitative selection of economic operator (SFC);
* Contract model;

#### Bid bond

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.

* Catalogue or technical documentation of the air conditioner manufacturer as proof of fulfilment of the required characteristics of the air conditioner and the defined criteria for awarding the contract. Catalogue or technical documentation of the air conditioner manufacturer, which should contain the name of the manufacturer, the model/designation of the air conditioner offered and a detailed specification of the product offered by the bidder. The submitted documentation must contain all the data on the offered air conditioners in accordance with the required characteristics provided in the technical specification.

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 bid/application is signed, no stamp is required, and no document scanning is required.

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

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

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

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

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

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

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

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

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

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

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

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

*(Portal withdraws the stated data)*

With a note:

Part of the bid/application for public procurement: *(Purchase of air conditioners)*

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:

**Method and term of delivery and installation:**

The term of delivery, assembly/installation and commissioning cannot be shorter than 3 working days, nor longer than 30 working days from the date of signing the contract.

**Warranty period:**

**The minimum warranty period** is 2 years from the date of signing the Record of Quantitative and Qualitative Acceptance.

#### Place of delivery:

The Contracting Authority’s seat in (*enter the city, address where the headquarters is located*). Delivery can be made only during working hours, from Monday to Friday, from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter working hours*), except for public holidays.

#### Application of the draw

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

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

**Method and deadline for payment:**

The Contracting Authority undertakes to pay the agreed price, including VAT, to the Supplier within 45 days from the date of receipt of the correct e-invoice, in accordance with the Law on Payment Terms obligations in commercial transactions (“Official Gazette of the Republic of Serbia”, Nos. 119/12, 68 /15, 113/17, 91/19, 44/2021 - as amended, 129/21 - as amended, 130/21 and 138/22) and on the basis of the submitted signed Minutes of quantitative and qualitative receipt of the goods in question.

The supplier is obliged to issue invoices in accordance with the Law on Electronic Invoicing (“Official Gazette of the Republic of Serba”, Nos. 129/2021, 138/2022 and 92/2023).

Obligations that are due in the next budget year will be implemented at most up to the amount of funds that will be approved for that purpose in that budget year, in accordance with Article 7 of the Decree on the criteria for determining the nature of expenditures and the conditions and method of obtaining consent for the conclusion of certain contracts that due to the nature expenditures require payment in several years (“Official Gazette of the Republic of Serbia”, Nos. 21/2014 and 18/2019).

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

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

#### Manner of amending the bid/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 the bid/application

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

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

**Bid bond:**

The bidder undertakes to submit a blank promissory note as a means of securing the seriousness of the bid.

**The blank promissory note must be registered in the Register of Bills of Exchange and Authorisations of the National Bank of Serbia** and should be signed by a person authorised to represent with the **original signature (not a facsimile)**. The bill of exchange must be accompanied by a duly completed and signed **bill of exchange authorisation - letter**, with “no protest” clauses, for seriousness of the bid and with the indicated amount of 3% of the total contract value without VAT and bill of exchange registration certificate (**listing from NBS website, not a registration request**). The bill of exchange must be accompanied by a **copy of the certified OP form and a copy of the card of deposited signatures**, issued by the commercial bank specified by the bidder in the bill of exchange authorisation - letter. In case of change of the person authorised to represent the bill of exchange authorisation - the letter remains in force. The signature of the authorised person on the bill of exchange and the bill of exchange authorisation - the letter must be identical to the signature or signatures from the card of deposited signatures.

The promissory note, the card of deposited signatures and the OP form are attached (uploaded) to the Public Procurement Portal in PDF format, while the original promissory note for the seriousness of the bid is delivered to the ordering party by the deadline for submitting bids, by mail or directly delivered to the ordering party's address.

The term of validity of the means of financial security is a minimum of 30 (thirty) days from the day of opening of 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 PPL, unreasonably refuses to conclude a contract or does not submit security for fulfilment of contractual obligations.

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

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

**Means of security for fulfilment of contractual obligations:**

The Bidder undertakes to hand over to the Contracting Authority a blank promissory note as a guarantee for the fulfilment of the contractual obligations at the same time as the contract is concluded.

The bidder is obliged to submit its own bill of exchange, which must be recorded in the Register of Bills of Exchange and Authorisations of the National Bank of Serbia. The blank promissory note should be signed by the person authorised to represent with the original signature (not a facsimile). The bill of exchange must be accompanied by a duly completed and signed bill of exchange authorisation - letter, with clauses “no protest”, in the name of contractual obligations and with the indicated amount of 10% of the total contract value without VAT and bill of exchange registration certificate (listing from 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.

The term of validity of financial collateral is at least 30 days longer than the expiration date of the contract.

In the event that the bidder does not fulfil its contractual obligations in all respects in accordance with the concluded contract, performs them in part or is late with the fulfilment of contractual obligations, the contracting authority will activate the collateral.

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

The bidder is obliged to submit a blank promissory note along with the Record of Quantitative and Qualitative Receipt of Goods as a guarantee for correcting errors within the warranty period.

The bidder is obliged to submit its own bill of exchange, which must be recorded in the Register of Bills of Exchange and Authorisations of the National Bank of Serbia. The blank promissory note should be signed by the person authorised to represent with the original signature (not a facsimile). The bill of exchange must be accompanied by a duly completed and signed bill of exchange authorisation - letter, with clauses “no protest”, in the name of contractual obligations and with the indicated amount of 10% of the total contract value without VAT and bill of exchange registration certificate (listing from 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.

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

#### Opening of bids/applications

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

Date: *(Portal withdraws the stated data)*

Place: *(Portal withdraws the stated data)*

Information on authorised persons and opening procedure:

The Contracting Authority did not exclude the public from the bid opening procedure. On the procedure page *Bids*  *Bid Opening*, the bidder can follow the countdown until the opening of bids. After the Portal opens the bids, a record on the opening of bids is formed, which can be downloaded from the page of the procedure and sent to the bidders at the same time.

#### Clarifications of the bid/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), and the contracting authority/procuring entity, whereby the date of submission through the Public Procurement Portal is considered the date of receipt.

**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 it was or could be acquainted before the deadline for the protection of rights, which it 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.

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. PPL 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.

1. *The contracting authority determines the quantities in accordance with its needs.* [↑](#footnote-ref-1)