

Naručilac: FOND ZA ZAŠTITU ŽIVOTNE SREDINE
Broj: 03-426/24-70/4
Mjesto i datum: Podgorica, 12.02.2024.godine

Na osnovu člana 95 Zakona o javnim nabavkama, postupajući po zahtjevu zainteresovanog lica za pojašnjenje tenderske dokumentacije br. **03-426/24-70/3 od 02.02.2024. godine** za Nabavku usluga Internacionalne kompanije sa iskustvom u investicijama i EE OIE održivom transportu i održivom otpadu, Komisija za sprovođenje postupka javne nabavke objavljuje sljedeće

POJAŠNJENJE 1

PITANJE 1:

Poštovana gospodo/gospodine, Pozivajući se na projekat "Nabavka usluga internacionalne kompanije sa iskustvom u investicijama i EE i OIE, održivom transportu i održivom otpadu" možete li potvrditi sljedeće: - potvrditi da nema 10% garancije izvodljivosti (navedeno u zahtjevima tendera) pošto uplate slijede nakon isporuke (prema informacijama sa web stranice) - potvrdite da nam je dozvoljeno da ne podnosimo zahtjev za avansno plaćanje. Ako ne podnesemo zahtjev za avansno plaćanje, možete li nas obavijestiti koji redosled plaćanja će se primjenjivati? - za dio u opisu ponude o bankarskoj garanciji: „Ponudač je dužan da dostavi bezuslovnu garanciju ponude naplativu na prvi poziv u iznosu od 2% od procenjene vrednosti javne nabavke, kao garanciju za preostale obaveze na ponudu u periodu važenja ponude i 10 dana nakon isteka važenja ponude garancija ponude će se aktivirati ako ponudač: 1) odustane od ponude u roku važenja ponude i/ili 2) odbija da zaključi ugovor o javnoj nabavci.“, da li nam možete javiti da li nam je za elektronsko podnošenje putem CeJN-a potreban elektronski potpis ili samo skenirana slika potpisanog dokumenta? Hvala unaprijed na odgovoru.

ODGOVOR:

Članom 98 Zakona o javnim nabavkama propisano je da je sredstvo finansijskog obezbjeđenja ugovora o javnoj nabavci, između ostalog, avansna garancija, ako je predviđeno avansno plaćanje.

Jedan od uslova koji je postavljen u tenderskoj dokumentaciji je da je Ponudač u obavezi dostaviti avansnu bankarsku garanciju u iznosu od 20% od vrijednosti ugovora u roku od 15 dana od dana zaključenja ugovora.

Članom 149 ovog zakona propisano je da je Naručilac dužan da ugovor o javnoj nabavci potpiše i dostavi ponudaču čija ponuda je izabrana kao najpovoljnija, najkasnije u roku od 15 dana od dana izvršnosti odluke o izboru najpovoljnije ponude, a da je Ponudač i dužan da dostavljeni ugovor potpiše i vrati naručiocu zajedno sa garancijom za dobro izvršenje ugovora i/ili drugim sredstvom finansijskog obezbjeđenja koji je zahtijevan tenderskom dokumentacijom, u roku od 15 dana od dana dostavljanja ugovora.

Napominjemo, da je naručilac odredio da se ponuda sačinjava na crnogorskom jeziku ili drugom jeziku koji je u službenoj upotrebi u Crnoj Gori i na jeziku koji se koristi u međunarodnoj trgovini.

provedenje postupka
Mlyava s.r.

Client: ENVIRONMENTAL PROTECTION FUND
Number: 03-426/24-70/4
Place and date: Podgorica, February 12, 2024

Pursuant to Article 95 of the Law on Public Procurement, acting on the request of the stakeholder for clarification of tender documentation no.03-426/24-70/3 from 02.02.2024. for Procurement of the services of an international company with experience in investments and EE RES sustainable transport and sustainable waste, The Committee for the Implementation of the Public Procurement Procedure announces the following

EXPLANATION 1

QUESTION 1: Dear Madam / Sir, Regarding the project "Procurement of services from an international company with experience in investments and EE, OIE, sustainable transport and sustainable waste" could you please confirm the following: - confirm that there is no 10% performance guarantee (indicated in the tender requirements) as the payments follow the output delivery (as per the information from the website) - confirm we are allowed not to submit an advance payment request. If we do not submit the advance payment request, could you please inform us which payment schedule will apply? - for the section in the tender description about the bank guarantee: "The bidder is obliged to submit an unconditional offer guarantee payable at the first call in the amount of 2% of the estimated value of the public procurement, as a guarantee of remaining obligated to the offer during the period of validity of the offer and 10 days after the expiry of the validity of the offer. The bid guarantee will be activated if the bidder: 1) abandons the offer within the validity period of the offer and/or 2) refuses to conclude a public procurement contract.", could you please inform us if for electronic submission through CeJN we need an electronic signature or only a scan of the signed document? Thank you in advance for your answer.

ANSWER:

Article 98 of the Law on Public Procurement stipulates that the means of financial security of a public procurement contract is, among other things, an advance payment guarantee, if advance payment is foreseen.

One of the conditions set in the tender documentation is that the Bidder is obliged to submit an advance bank guarantee in the amount of 20% of the value of the contract within 15 days from the date of conclusion of the contract.

Article 149 of this law stipulates that the Contractor obliged to sign and deliver the contract on public procurement to the bidder whose bid was selected as the most favorable, no later than 15 days from the date of execution of the decision on the selection of the most favorable bid, and that the Bidder is also obliged to submit the submitted contract sign and return to the ordering party together with a guarantee for the good performance of the contract and/or other means of financial security required by the tender documentation, within 15 days from the date of delivery of the contract.

Namely, after making the Decision on the selection of the most favorable offer, at the end of the appeal period, the contractor submits the contract to the selected bidder and then the bidder is obliged to submit an advance guarantee within the time limit and in the manner provided by the Law.

Delivery of the guarantee in question is conducted in an electronic form in case of possession of a valid electronic guarantee, that is, the original in the client's archive in the case of not issuing an electronic bank guarantee.

Please note that the contractor has determined that the offer should be made in the Montenegrin language or another language that is in official use in Montenegro and in the language used in international trade.

President of the committee for the implementation of the public procurement

procedure
