**TENDER DOCUMENTATION MODEL**

**OPEN PROCEDURE**

 **Public procurement of goods - Laptops**

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

**Name:** Laptops

**Type of procurement subject matter:** Goods

**Description:** Public procurement is conducted for the purpose of concluding a framework agreement for a period of one year with one bidder.

***Note:***

*The framework agreement may not last longer than four years, except in particularly justified cases related to the subject matter of public procurement, which the contracting authority must justify.*

*A contracting authority that intends to conclude a framework agreement with several bidders may conclude a framework agreement with a smaller number of bidders, i.e., with one bidder, if it does not receive a predetermined number of bids that meet the conditions for awarding the framework agreement.*

***See Articles 66 and 67 of the PPL and Guidelines for Framework Agreements***

### Public procurement contract based on a framework agreement:

A public procurement contract based on a framework agreement is concluded for a maximum period of one year.

After concluding the framework agreement, when there is a need for the subject matter equipment, the contracting authority will send the bidder the text of the public procurement contract in order to conclude an individual public procurement contract with the specification of actual needs. The contracting authority may also start issuing a purchase order from the framework agreement with the same legal effect as the contract if it contains all the essential elements of the contract.

When concluding individual public procurement contracts, the essential conditions from the framework agreement and the model contract from the Tender Documentation cannot be changed.

***Note:***

*A public procurement contract concluded on the basis of a framework agreement must be concluded before the expiration of the framework agreement, provided that its duration does not have to coincide with the duration of that framework agreement, but may be shorter or longer if necessary.*

*Public procurement contracts based on a framework agreement may be concluded by contracting authorities that have concluded a framework agreement, contracting authorities on whose behalf the framework agreement was concluded, as well as contracting authorities for which it can be clearly determined from the procurement documentation that the framework agreement is intended.*

*A public procurement contract concluded on the basis of a framework agreement may not contain substantial changes to the conditions set out in that agreement.*

*If a framework agreement is concluded with one bidder, the contract is concluded within the conditions stipulated by the framework agreement. In that case, the contracting authority may, when concluding the contract, request from the bidder with whom the framework agreement has been concluded in writing to supplement its bid with data for the implementation of the contract if necessary.*

*If the framework agreement is concluded with several bidders, the public procurement contract based on the framework agreement may be concluded in one of the following ways:*

*1) according to the conditions for awarding the contract determined in the framework agreement, without reopening the competition between the bidders;*

*2) reopening of competition among bidders, if the framework agreement does not determine all the conditions for the delivery of goods, provision of services or performance of works;*

*3) partly without reopening competition, and partly with reopening competition.*

***See Articles 66 and 67 of the PPL and Guidelines for Framework Agreements***

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

**2.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.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Name**  | **Characteristics**  | **Unit of measurement** | **Quantity** |
| 1. | Laptop Computer Configuration I - Basic Configuration with OEM Operating System  | Processor | Intel Core i3-6006U, 2.0GHz or appropriate | pcs | 10 |
| Hard disk | 500 GB |
| Graphics | Integrated graphics |
| Sound card | integrated  |
| Speakers | integrated  |
| Memory | minimum 4 GB DDR4 |
| Optical device DVD RW  | DVD RW |
| Power supply | Battery with a minimum of 3 cells, a minimum of 38Wh |
| Connections  | minimum 3xUSB inputs (minimum 1xUSB 3.0), output: DVI or DisplayPort or HDMI |
| LAN | WLAN, Bluetooth 4.0 or newer, Ethernet 1Gbps |
| Keyboard | YU keyboard |
| Monitor display | diagonal of minimum 15", minimum resolution 1366x768, LED lighting, integrated camera minimum 0.9Mpix |
| OEM operating system | WINDOWS 10 Pro 64-bit OEM |
| or a Laptop with a configuration of better characteristics |
| 2. | Laptop Computer Configuration II - Development Configuration with OEM Operating System  | Processor | Intel Core i5 7200U, 2.5 GHz or appropriate | pcs | 15 |
| SSD disk | 240 GB |
| Graphics | non-integrated graphics - graphics card, minimum 2GB of memory |
| Sound card | integrated  |
| Speakers | integrated  |
| Memory | minimum 8 GB DDR4 |
| Optical device DVD RW  | DVD RW |
| Power supply | Battery with a minimum of 3 cells, a minimum of 38Wh |
| Connections  | minimum 3xUSB inputs (minimum 1xUSB 3.0), output: DVI or DisplayPort or HDMI |
| LAN | WLAN, Bluetooth 4.0 or newer, Ethernet 1Gbps |
| Keyboard | YU keyboard |
| Monitor display | diagonal of minimum 15", minimum resolution 1366x768, LED lighting, integrated camera minimum 0.9Mpix |
| OEM operating system | WINDOWS 10 Pro 64-bit OEM |
| or a Laptop with a configuration of better characteristics |
| 3. | Laptop Computer Configuration III - Advanced Configuration with OEM Operating System  | Processor | Intel Core i7 quad core 8550U, 1.8 GHz (turbo up to 4.0GHz) or appropriate | pcs | 5 |
| Hard disk | 500 GB |
| SSD disk | minimum 240 GB |
| Sound card | integrated  |
| Speakers | integrated  |
| Graphics | non-integrated graphics - graphics card, minimum 2GB of memory |
| Memory | min 16 GB DDR4 |
| Optical device DVD RW  | DVD RW |
| Power supply | Battery with a minimum of 3 cells, a minimum of 45 Why |
| Connections  | minimum 3xUSB inputs (minimum 1xUSB 3.0), output: DVI or DisplayPort or HDMI |
| LAN | WLAN, Bluetooth 4.0 or newer, Ethernet 1Gbps |
| Keyboard | YU keyboard |
| Monitor display | diagonal of minimum 15", minimum resolution 1920x1080, LED lighting, integrated camera minimum 0.9Mpix |
| OEM operating system | WINDOWS 10 Pro 64-bit OEM |
| or a Laptop with a configuration of better characteristics |

**Note:**

* all equipment specified in the specification must be offered,
* the offered equipment must be original and new,
* the quantity of equipment in the Specification is approximate and serves exclusively for the evaluation of bids, while the actual quantity will be realised at unit prices, which are stated in the Bid in accordance with the actual needs of the Contracting Authority, which will be defined in individual public procurement contracts and/or issued purchase orders, up to the total value agreed in the framework agreement.

**Method and deadline for delivery**:

* **In case of concluding an individual contract**: successively, according to the submitted request (e-mail, fax), and on the basis of the concluded individual contract on public procurement. The contracting authority will submit the request(s) in accordance with their needs.

The deadline for delivery will be determined in the request, appropriate to the amount of equipment to be delivered and it cannot be longer than 15 (fifteen) days from the date of submission of the request.

* **In case of issuing a purchase order**: complete, according to the actual needs of the Contracting Authority. The deadline for delivery will be determined in the purchase order, according to the quantity of goods that need to be delivered and it cannot be longer than 15 (fifteen) days from the day of delivery of the purchase order.

**Place of delivery**: warehouse of the Contracting Authority in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter the city, address where the warehouse is located*). Delivery can be made only during working hours, from Monday to Friday, from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter working hours*), except for public holidays.

The installation of the equipment will be performed by the Contracting Authority.

**Warranty period for all equipment**: a minimum 3 (three) years and valid from the date of signing the Minutes of qualitative and quantitative acceptance.

The bidder is obliged to submit with the equipment a guarantee certificate certified on the day of delivery.

The bidder undertakes to service the equipment during the warranty period. The Bidder may perform the service only during the working hours of the Purchaser, from Monday to Friday, from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter the working hours*).

**Deadline for reporting a defect within the warranty period**: a maximum of 2 (two) days from the date of the fault (fax, e-mail).

**Deadline for repairing the defect within the warranty period**: a maximum of 3 (three) days from the date of reporting the defect (e-mail, fax). If the bidder does not remove the defect on equipment in the required deadline, it is under the obligation to deliver, as replacement, equipment that is identical in quality and technical characteristics or better than the delivered equipment.

The authorised person of the Contracting Authority will receive the equipment, about which Minutes on Qualitative and Quantitative Acceptance will be made, which will be signed by the authorised person of the Contracting Authority and the authorised person of the bidder.

The Minutes on Qualitative and Quantitative Acceptance and the delivery note are the basis for issuing invoices to the invoice address.

The Minutes on Qualitative and Quantitative Acceptance state that the delivered equipment is in accordance with the required technical characteristics and that the warranty cards have been submitted.

***NOTE:***

*The contracting authority may provide for the Commission for Qualitative and Quantitative Acceptance of Goods, which will sign the Minutes on Acceptance of Goods.*

**3. CRITERIA FOR QUALITATIVE SELECTION OF THE ECONOMIC OPERATOR (GROUNDS FOR EXCLUSION AND CRITERIA FOR SELECTION OF THE ECONOMIC OPERATOR), WITH INSTRUCTIONS ON HOW TO PROVE THE FULFILMENT OF THESE CRITERIA**

***3.1 GROUNDS FOR EXCLUSION***

**3.1.1. Final verdict for one or more criminal offences**

**Legal basis:**

Article 111, paragraph 1, item 1) of the PPL-Contracting Authority is obliged to exclude an economic operator from the public procurement procedure if the economic operator does not prove that it and its legal representative in the previous five years from the deadline for submission of bids, i.e., applications is not convicted, unless no other period of ban on participation in the public procurement procedure has been determined, for:

(1) a criminal offence committed as a member of an organised criminal group and a criminal offense of association for the purpose of committing criminal offences;

(2) criminal offence of abuse of office of a responsible person, criminal offence of abuse in connection with public procurement, criminal offence of accepting bribes in performing economic activities, criminal offence of giving bribes in performing economic activities, criminal offence of abuse of official position, criminal offence of trading in influence, criminal offence bribing and the criminal offence of receiving bribe, the criminal offence of fraud, the criminal offence of unjustified obtaining and using credit and other benefits, the criminal offence of fraud in economic activities and the criminal offence of tax evasion, the criminal offence of terrorism, the criminal offence of public incitement to commit terrorist acts, the crime the act of recruiting and training for committing terrorist acts and the crime of terrorist association, the crime of money laundering, the crime of financing terrorism, the crime of trafficking in human beings and the crime of establishing slavery and transporting persons in slavery.

**Method of proving the fulfilment of the criteria:**

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

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

It is considered that the economic operator that is entered in the register of bidders has no grounds for exclusion from Article 111, paragraph 1, item 1) of the Law on Public Procurements.

The absence of this ground for exclusion is proved by the following evidence:

Legal entities and entrepreneurs:

1. Certificate of the competent Basic Court in whose territory the seat of the domestic legal entity or entrepreneur is located, i.e., the seat of the representative office or branch of the foreign legal entity confirming that the bidder has not been convicted in the previous five years from the deadline for submission of bids, i.e., applications, that it has not been convicted by an enforceable decision, except if the final period of prohibition of participation in the public procurement procedure has not been determined by a final judgment, for the following criminal offences: criminal offence of tax evasion; the criminal act of fraud; the criminal act of unjustified obtaining and using credit and other benefits; criminal offence of abuse of official position; the criminal act of influence peddling; the crime of bribery; the criminal offense of trafficking in human beings (for forms referred to in Article 388, paragraphs 2, 3, 4, 6, 8 and 9 of the Criminal Code) and the criminal offence of establishing slavery and transporting persons in slavery (for forms referred to in Article 390, paragraph 1 and 2 of the Criminal Code).
2. 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.

3) 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 offense of association for the purpose of committing criminal offenses; 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.

4) Certificate of the Special Department of High Courts in Belgrade, Novi Sad, Niš and Kraljevo for the Suppression of Corruption, confirming that the legal entity or entrepreneur has not been convicted of any of the following criminal offences: bribery in the course of economic activity; the criminal offence of bribery in the performance of economic activity; the criminal offence of abuse in connection with public procurement; the criminal offence of fraud in the performance of economic activity; the criminal offence of abuse of the position of a responsible person and the criminal offence of money laundering.

Legal representatives and natural persons:

1) Excerpt from the criminal records, i.e., the certificate of the competent police administration of the Ministry of the Interior, which confirms that the legal representative or natural person has not been convicted of the following criminal offences:

1. a criminal offence committed as a member of an organised criminal group and a criminal offense of association for the purpose of committing criminal offences;
2. criminal offence of abuse of position of a responsible person, criminal offence of abuse in connection with public procurement, criminal offence of accepting bribes in performing economic activities, criminal offence of giving bribes in performing economic activities, criminal offence of abuse of official position, criminal offence of trading in influence, criminal offence of bribery and the crime of bribery; the criminal offence of fraud, the criminal offence of unjustified acquisition and use of credit and other benefits, the criminal offence of fraud in the performance of economic activity and the criminal offence of tax evasion; the criminal offence of terrorism, the criminal offence of public incitement to commit terrorist acts, the criminal offence of recruitment and training for the commission of terrorist acts and the criminal offence of terrorist association; the criminal act of money laundering, the criminal offence of terrorist financing; the criminal offence of trafficking in human beings and the criminal offence of establishing a slave relationship and transporting persons in a slave relationship.

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

The 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 business entity 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.

**3.1.2. 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 Procurements. The absence of this ground for exclusion is proved by the following evidence: 1) confirmation by the competent tax authority that the bidder has paid due taxes and contributions for compulsory social insurance or that it has been granted a deferral of debt payment, including all accrued interest and fines, by a binding agreement or decision, in accordance with a special regulation. 2) confirmation by the competent tax authority of the local self-government body that the bidder has settled the due obligations of public revenues or that it has been granted a deferral of debt payment, including all accrued interest and fines, by a binding agreement or decision, in accordance with a special regulation. A legal entity that is in the process of privatisation, instead of the evidence referred to in items 1) and 2), shall enclose a certificate from the competent authority that it is in the process of privatisation.

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

If the said evidence is not issued in the country in which the business entity 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.

**3.1.3. Obligations in the field of environmental protection, social and labour law**

**Legal basis:**

Article 111, paragraph 1, item 3) of the LPP – the contracting authority is obliged to exclude an economic operator from the 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 Procurements.

**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.

**3.1.4. 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 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.

**3.1.5. Undue influence on the procedure**

**Legal basis:**

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

**Method of proving the fulfilment of the criteria:**

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

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

***3.2 CRITERIA FOR SELECTION OF A BUSINESS OPERATOR***

**3.2.1. Performing professional activities**

**Legal basis:**

Article 115, paragraph 1 - The contracting authority may request that the economic operator proves it is entered in the register of economic operators, court register, professional register or other appropriate register, if such register is kept in the country where the economic operator has its registered office.

**Additional description of criteria:**

An economic operator that participates in the public procurement procedure in question must meet the conditions for performing professional activity, as follows:

1. that it is registered with the competent authority, that is, entered into the relevant registry.

**Method of proving the fulfilment of the criteria:**

The business operator is obliged to compile and submit with the offer a statement on the fulfilment of the criteria for the qualitative selection of the business entity, which confirms that it meets this criterion for the selection of the business operator.

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

This criterion is proven by:

1. **Legal entities:**

Excerpt from the registry from the Business Registers Agency, i.e., excerpt from the registry of the competent Commercial Court, as evidence that it is registered with the competent authority, that is, entered into the relevant registry.

1. **Entrepreneurs:**

Excerpt from the registry from the Business Registers Agency, i.e., excerpt from appropriate registry as evidence that it is registered with the competent authority, that is, entered into the relevant registry.

**3.2.2. Technical and professional capacity**

**Legal basis:**

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

**Additional description of criteria:**

An economic operator participating in the public procurement procedure in question must meet the criteria related to **technical and professional capacity**, as follows:

1. that he is authorised to sell and service the offered laptops on the territory of the Republic of Serbia.
2. that the offered laptops meet the required technical characteristics.

***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. 114-117. PPL.***

**Method of proving the fulfilment of the criteria:**

The business operator is obliged to compile and submit with the offer a statement on the fulfilment of the criteria for the qualitative selection of the business entity, which confirms that it meets this criterion for the selection of the business operator.

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

This criterion is proven by:

1) the criterion that he is authorised to sell and service the offered laptops on the territory of the Republic of Serbia, is proved by submitting:

* statement/certificate of the manufacturer of the offered laptop computers, in free form, that the economic operator is authorised to sell and service the offered laptop computers in the territory of the Republic of Serbia signed by the authorised person of the manufacturer or
* statements/certificates of the representative office of the manufacturer for the territory of the Republic of Serbia offered laptops for the territory of the Republic of Serbia, in free form, that the business entity is authorised to sell and service the offered laptops in the territory of the Republic of Serbia, signed by an authorised person or
* statements/certificates of distributors of offered laptops for the territory of the Republic of Serbia, in free form, that the business entity is authorised to sell and service the offered laptops in the territory of the Republic of Serbia, signed by an authorised person.

In case the confirmation/statement is given by the distributor, it is accompanied by a contract or other document on the distribution relationship between the manufacturer and the distributor.

In case the offer is submitted by an economic operator that is also a distributor, it is necessary to submit a distribution agreement with the manufacturer of the offered laptops or other evidence from which it can be unequivocally established that the business operator is an authorised distributor and authorised to service the offered laptops.

* Also, if the business entity is not an authorised service provider, it is obliged to submit a contract concluded with an authorised service provider for maintenance of offered laptops, in which case it is obliged to submit proof that the person is authorised by the manufacturer of serviced laptops to service them.

2) the criterion that the offered laptops meet the required technical characteristics is proved by submitting:

* catalogue (prospectus) of the laptop manufacturer in which all the required technical characteristics are marked. If the catalogue (prospectus) of the manufacturer does not contain a description of all required technical characteristics, the economic operator is obliged to submit a description of the technical characteristics on a document that must be signed by an authorised person of the economic operator or
* documents of the economic operator with a description of technical characteristics which must be signed by an authorised person of the economic operator or
* internet address (link) containing a description of all required technical characteristics.
1. **DATA REGARDING THE CRITERIA FOR AWARDING THE FRAMEWORK AGREEMENT**

## Criterion for awarding the framework agreement:

The criterion for awarding a framework agreement is the most economically advantageous bid.

In the public procurement procedure, the contracting authority awards a framework agreement to the most economically advantageous bid on the basis of price-quality ratio, which are weighted on the basis of the following criteria:

|  |  |
| --- | --- |
| **Criteria** | **Weight** |
| Price (P) | 90% |
| Warranty period (WP) | 10% |
| Total | 100% |

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

**Price:**

The bid that has the lowest prevention offered is valued at 90 weights, and the rest according to the formula:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **P** | **=** | **90** | **x** | **The lowest offered price**  |
| **Price from the bid that is being evaluated** |

Rounding will be done to two decimal places.

**Warranty period (WP):**

For weighting purposes, it was determined that 1 percentage weight corresponds to one assigned weight.

|  |  |
| --- | --- |
| **The offered duration of the warranty period of laptops** | **Weight** |
| 3 years | 0 |
| 4 years | 5 |
| 5 and more years  | 10 |

**Calculation of the total number of weights in the offer:**

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

**EMAB = P + WP**

***Note:***

*In addition to and instead of the proposed elements of the criterion “the economically most advantageous* *bid”, the contracting authority may use other elements.*

***See Articles 132 and 133 of the LPP***

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

If two or more bids have the same number of weights, the bid of the bidder who offered a shorter deadline for eliminating the defect within the warranty period will be selected as the most favourable.

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 framework agreement to the bidder who offers a shorter response period after reporting the defect within the warranty period.

If, even after the application of the above-mentioned reserve criteria, it is not possible to make an award decision, the contracting authority shall award the framework agreement to the tenderer who offers a longer period of validity of the collateral to meet the contractual obligations.

If, even after the application of the above-mentioned reserve criteria, it is not possible to make a decision on the award, the contracting authority will award the framework agreement to the bidder who will be drawn by a lot. The contracting authority shall notify in writing all bidders who have submitted bids of the date when the draw will take place. The draw will include only those bids that have the same number of weights and the same deadline for response after reporting a defect in the warranty period, the same deadline for repairing equipment in the warranty period, the same period of validity of collateral to meet contractual obligations under the framework agreement. The contracting authority will draw by draw in public, in the presence of the bidder, by writing the names of the bidders on separate papers of the same size and colour, and will fold all these papers and put them in a transparent box from where they will draw one paper and one in accordance with the order of the drawn names of the bidders, the ranking of bids will be performed, i.e., the bidder whose name will be on the first drawn paper will be the first ranked bidder.

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

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

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

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

1) general data on the bidder, i.e., each bidder from the group of bidders, as well as subcontractors (business name or abbreviated name from the appropriate register, registered office address, identification number and tax identification number, contact, etc.);

2) the validity period of the bid expressed in the number of days from the day of bid opening, which may not be shorter than 30 days;

(3) subject matter of public procurement,

4) price and other criteria for awarding the framework agreement, which can be expressed numerically;

5) other procurement requirements, which the contracting authority considers relevant for the conclusion of the framework agreement and which can be expressed numerically;

6) data on the part of the contract that the bidder will entrust to the subcontractor (by subject or in quantity, value or percentage), data on the subcontractor, as well as data that the contracting authority will make payments directly to the subcontractor, in case the subcontractor requests direct payment of due receivables;

7) a statement of integrity by which the bidder confirms under full material and criminal responsibility that it submitted its bid independently, without agreement with other bidders or interested persons and to guarantee the accuracy of the data in the bid.

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

1. **DATA ON THE BASIS OF WHICH THE BIDDERS PREPARE THE FORM OF THE STATEMENT ON FULFILMENT OF THE CRITERIA FOR QUALITATIVE SELECTION OF THE ECONOMIC OPERATOR**

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

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

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

The economic operators shall state in the statement on the fulfilment of the criteria the issuers of evidence on the fulfilment of the criteria for qualitative selection of the economic operator and state that they will be able to submit that evidence to the ordering party upon request and without delay.

In the statement on fulfilment of the criteria, the economic operator may state data on the internet address of the database, all necessary identification data and statement of consent, through which evidence can be obtained, i.e., inspect the evidence on fulfilment of the criteria for qualitative selection of the economic operator.

1. **OFFERED PRICE STRUCTURE FORM**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **1** | **2** | **3** | **4** | **5** | **6 (3x4)** | **7 (3x5)** | **8.** | **9.** |
| **Subject matter of the Public Procurement** | **Unit of measurement** | **Quantity** | **Unit price without VAT** | **Unit price with VAT** | **Total value without VAT** | **Total value with VAT** | **Transport****(%)** | **Warranty service support (%)** |
| Laptop Computer Configuration I - Basic Configuration with OEM Operating System  | pcs | 10 |  |  |  |  |  |  |
| Laptop Computer Configuration II - Development Configuration with OEM Operating System  | pcs | 15 |  |  |  |  |  |  |
| Laptop Computer Configuration III - Advanced Configuration with OEM Operating System  | pcs | 5 |  |  |  |  |  |  |
| ***TOTAL without VAT:*** |  |
| ***VAT*** |  |
| ***TOTAL with VAT:*** |  |
|  |

***INSTRUCTIONS 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 - the data is expressed as a percentage.
* in column 9 - the data is expressed as a percentage.
1. **FORM OF BID PREPARATION COSTS**

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

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

**Note:**

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

**Submission of this form is optional.**

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  |  |  |
|  |  |  |

**9.FRAMEWORK AGREEMENT MODEL**

**FRAMEWORK AGREEMENT ON THE SALE OF GOODS - LAPTOPS**

**Entered into by and between:**

1. Contracting Authority ..............................................................................

seated in ............................................,

.......................................... Street

represented by ...................................................................

**(hereinafter referred to as: Buyer**).

and

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(name of the bidder, i.e., all members of the group of bidders)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(Place, street and number, of the bidder, i.e., of each member of the group of bidders)

represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(hereinafter referred to as: Seller)**

**The parties to the framework agreement mutually agree:**

1. that the Buyer, in accordance with Article 52 of the Law on Public Procurement (“Official Gazette of the Republic of Serbia”, No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as: the Law), conducted an open procedure for public procurement of services - **Laptops** - for the purpose of concluding a framework agreement;
2. that the Buyer has made the Decision on concluding the framework agreement number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from \_\_.\_\_.\_\_\_\_, in accordance with which this framework agreement is concluded;
3. that the Seller submitted the Bid no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_.\_\_, which is registered with the Buyer under number \_\_\_\_ / \_\_\_\_\_\_\_ of \_ / \_.\_ / \_ (hereinafter referred to as: the Offer) and the Offered price structure form, which are given attached, making an integral part of this framework agreement);
4. this framework agreement does not constitute an obligation of the Buyer to conclude a public procurement contract and/or issue a purchase order.
5. the obligation arises by concluding an individual contract and/or issuing a purchase order on the basis of a framework agreement.

**Article 1**

 The subject matter of this framework agreement is to determine the conditions under which individual public procurement contracts will be concluded and/or to issue purchase orders for **laptops** (hereinafter referred to as: equipment), in all respects according to the Bid and the Specification.

**Article 2**

The total value of the framework agreement is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dinars without VAT, i.e., \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dinars with VAT, according to the unit prices from the Offer.

The price is formed on the parity of the Buyer's warehouse and includes the delivery of equipment, operating system, service support within the warranty period and all other dependent and accompanying costs.

The quantity of equipment in the Specification and Structure Form of the offered price is approximate, while the actual quantity will be implemented at unit prices, which are stated in the Offer and in accordance with the actual needs of the Buyer, which will be defined in individual contracts and/or issued purchase orders, up to the total value agreed in the framework agreement.

If the Seller is a non-resident, the Buyer reserves the right to a refund of customs duties and freight forwarding services.

The price is fixed and cannot be changed except in the case referred to in Article 11, paragraph 3 of this framework agreement, when the price may be lower than the agreed price.

**Article 3**

The framework agreement is concluded for a period of one year. The term of validity of the framework agreement is one year from the day of concluding or until the realisation of the funds.

During the duration of the framework agreement, the conclusion of individual contracts or the issuance of purchase orders is approached, with a validity period of no more than one year.

**Article 4**

After concluding the framework agreement, when the Buyer's need for the subject of procurement arises, the Buyer will send the text of the individual public procurement contract in order to conclude an individual contract and/or issue purchase orders, specifying the actual needs of the Buyer.

The Seller is obliged to submit to the Buyer a signed and certified contract within a maximum of 5 (five) days from the date of receipt of the contract, signed and stamped by the Buyer.

After concluding the framework agreement, when there is a need for the subject matter equipment, the contracting authority will send the Buyer the text of the public procurement contract in order to conclude an individual public procurement contract with the specification of actual needs. The buyer may also start issuing a purchase order from the framework agreement with the same legal effect as the contract if it contains all the essential elements of the contract.

When concluding individual public procurement contracts, the essential conditions from the framework agreement and the contract model from the Tender Documentation cannot be changed, while other provisions of the text of the individual contract can be changed with the mutual consent of the Buyer and Seller and in compliance with applicable regulations.

**Article 5**

The seller undertakes to deliver the equipment:

* **in case of concluding an individual contract**: successively, according to the submitted request (e-mail, fax), and on the basis of the concluded individual contract on public procurement. The buyer will submit the request(s) according to their needs.

The deadline for delivery will be determined in the request, appropriate to the amount of equipment to be delivered and it cannot be longer than 15 (fifteen) days from the date of submission of the request.

* **In case of issuing a purchase order**: complete, according to the actual needs of the Buyer. The deadline for delivery will be determined in the purchase order, according to the quantity of goods that need to be delivered and it cannot be longer than 15 (fifteen) days from the day of delivery of the purchase order.

The seller undertakes to deliver the equipment to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (enter the city, address where the warehouse is located). Delivery can be made only during working hours, from Monday to Friday, from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter working hours*), except for public holidays.

Authorised person of the Buyer, will receive the equipment, about which a Minutes on qualitative and quantitative acceptance will be made, which will be signed by the authorised person of the Buyer and the authorised person of the Seller.

The Minutes on Qualitative and Quantitative Acceptance and the delivery note are the basis for issuing invoices to the invoice address.

The Minutes on Qualitative and Quantitative Acceptance state that the delivered equipment is in accordance with the required technical characteristics and that the warranty cards have been submitted.

**Article 6**

The delivered equipment must be brand new, without damage, manufacturing defects, in the original packaging and, together with the accompanying documentation as a whole, meet the requirements of the Specification.

The equipment must bear the manufacturer's label with the equipment model number and serial number.

All installed parts in the equipment must be new, unused, unrepaired.

The seller is obliged to submit, with the delivered equipment, a warranty card, certified on the day of delivery, which must state the serial numbers of the delivered equipment, based on which each individual equipment will be identified during the warranty and out of warranty period.

Warranty period for all equipment is \_\_\_\_\_ (a minimum 3 (three) years) and valid from the date of signing the Minutes of qualitative and quantitative acceptance.

The seller undertakes to service the equipment in case of need, during the warranty period. The Bidder may perform the service only during the working hours of the Buyer, from Monday to Friday, from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter the working hours*).

Deadline for reporting a defect within the warranty period is \_\_\_ days) a maximum of 2 (two) days) from the date of the fault (fax, e-mail).

Deadline for repairing the defect within the warranty period is \_\_\_\_ days (a maximum of 3 (three) days) from the date of reporting the defect (e-mail, fax). If the bidder does not remove the defect on equipment in the required deadline, it is under the obligation to deliver, as replacement, equipment that is identical in quality and technical characteristics or better than the delivered equipment.

**Article 7**

The Buyer undertakes to pay the agreed price to the Seller within a maximum of 45 (forty-five) days from the date of receipt of the invoice, based on the signed Record of Qualitative and Quantitative Receipt and submitted collateral to meet contractual obligations and eliminate defects within the warranty period.

The invoice must be delivered to the Buyer within 3 (three) days from the date of registration in the Central Invoice Register.

Invoicing will be done according to the unit prices from the Offer and the actual quantity of equipment delivered.

Invoice address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter invoice address*).

In addition to other data, the invoice must contain the Agreement/Purchase Order number, account number, current account of the Seller, reference number \_\_\_ (insert reference number) and Tax identification number of both parties. The Buyer’s tax identification number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (enter the tax identification number).

**Article 8**

In the event that the Seller hires a subcontractor:

The Seller is fully responsible to the Buyer for the fulfilment of obligations under this framework agreement and in the case of entrusting certain obligations to a subcontractor:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Street \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ No. \_\_\_, tax identification number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registration number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Street \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ No. \_\_\_, tax identification number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registration number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

The seller will hire the specified subcontractor(s) to perform the following obligations:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*by subject matter or in quantity*), worth \_\_\_\_\_\_\_\_\_\_\_\_\_\_ or \_\_\_\_ %,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*by subject matter or in quantity*), worth \_\_\_\_\_\_\_\_\_\_\_\_\_\_ or \_\_\_\_ %,

The subcontractor requests/does not require the Buyer to pay him directly the due claims for the part of the framework agreement that he has executed.

**Article 9**

In case of visible defects in the equipment or in case of non-delivery of the complete warranty card, the Buyer will not receive the equipment, and the Complaint Record will be delivered to the Seller.

The Seller undertakes to submit a complete warranty card and/or deliver the equipment in accordance with the Specification upon receipt of the Complaint Record, and at the latest within the delivery deadline.

In case the quantity of delivered equipment does not correspond to the required quantity, the authorised persons of the Buyer may prepare Minutes on qualitative and quantitative receipt for the delivered equipment, with notification to the Seller, without delay, to deliver undelivered equipment. In that case, the Seller is obliged to deliver the remaining required, but not delivered, in all respects in accordance with the Specification and the contract, and no later than the deadline for delivery. After the delivery of the equipment, Minutes on the qualitative and quantitative acceptance will be made for the remaining delivered equipment.

**Article 10**

The installation of the equipment will be performed by the Buyer.

If, after installation, it is determined that the actual condition of the received equipment, in terms of quality and characteristics does not meet the Specification, the Buyer will submit a complaint report to the Seller.

The seller undertakes to eliminate the defect in a professional manner, at its own expense, and if the complaint relates to damage, the equipment will be replaced with new - correct.

**Article 11**

After concluding the contract, the Buyer may allow the delivery of equipment that differs from the contracted, in case of force majeure or objective reasons why the Seller is unable to deliver the contracted equipment, if the reasons occurred after the bid and if the Seller is not could have foreseen them until the submission of the bid (cessation of work of the economic operator - the manufacturer of the offered equipment, cessation of production of the offered model by the manufacturer, etc.).

The Seller must provide appropriate evidence of the objective reasons why the Seller is unable to deliver the offered or contracted equipment, such as a certificate issued by the manufacturer that the offered model has ceased production or other appropriate evidence depending on the nature of the reason. led to the objective impossibility of delivery of the contracted equipment.

If the Buyer allows the delivery of equipment that differs from the contracted equipment, the delivered equipment must meet the technical requirements of the Specification and Offer, or must be the same or better than the characteristics of the contracted equipment, in which case the Seller must specify which replacement model offers. The delivered equipment must have the same or longer duration of the warranty period than the duration of the warranty period of the contracted equipment, while the price of replacement equipment cannot be higher than the agreed price.

**Article 12**

**Means of security for fulfilment of obligations from the framework agreement:** The Seller undertakes to submit a blank promissory note or an unconditional, on the first call, a collectible bank guarantee as a guarantee for the fulfilment of contractual obligations within 10 (ten) days from the day of concluding the framework agreement.

**The blank promissory note must be registered in the Register of Bills of Exchange and Authorisations of the National Bank of Serbia**. The blank promissory note 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 bill of exchange authorisation - letter, with clauses "no protest", in the name of fulfilment of contractual obligations and with the indicated amount of 10% of the total value of the framework agreement without VAT and confirmation of registration of bill of exchange NBS, as proof that the bill of exchange has been registered). 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 seller 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 bidder may, as a guarantee for the fulfilment of contractual obligations, submit an **unconditional** bank guarantee **collectible on first call** in the amount of 10% of the total contracted value without VAT.

**The seller is obliged to submit one of the listed means of security for fulfilment of contractual obligations.**

The validity period of the collateral must be \_\_\_\_\_\_\_\_ days (at least 30 (thirty) days) longer than the expiration date of the framework agreement.

In the event that the Seller in accordance with the concluded framework agreement refuses to conclude an individual contract, fails to provide collateral with the individual contract concluded by the Buyer and the Seller under the framework agreement or fails to fulfil obligations under the purchase order, the Buyer will activate collateral.

Upon fulfilment of contractual obligations, the security for the fulfilment of contractual obligations will be returned, at the request of the Seller.

**Means for rectifying defects within the warranty period:** The seller undertakes to submit its own blank bill of exchange for eliminating defects within the warranty period at the time of signing the first Record of Qualitative and Quantitative Acceptance (Seller submits one bill regardless of the number of concluded contracts and/or issued purchase orders), 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 certified by seal and signed with the original signature of the person authorised to represent.

The bill of exchange must be accompanied by a duly completed and signed bill of **exchange authorisation - letter**, with “no protest” clauses, in the name of eliminating deficiencies within the warranty period and with the indicated amount of 10% of the total value of the framework agreement without VAT with a validity of **5 days longer than the agreed warranty period**, determined on the basis of the last signed Minutes on qualitative and quantitative receipt and confirmation of registration of the bill of exchange (listing from the website of the National Bank of Serbia, as proof that the bill of exchange is registered). 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 seller 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.

After the expiration of the warranty period, the collateral will be returned, at the request of the seller.

**Collateral for fulfilment of contractual obligations from individual contracts**:The Seller undertakes to submit with the signed Agreement a blank promissory note or an unconditional, on the first call, collectible bank guarantee as a guarantee for the fulfilment of contractual obligations.

 The seller 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 seller 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 seller may, as a guarantee for the fulfilment of contractual obligations, submit an unconditional, on the first call collectible bank guarantee in the amount of 10% of the total contracted value without VAT.

 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 Seller 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 Seller will activate the collateral.

 Upon fulfilment of contractual obligations, the security for the fulfilment of contractual obligations will be returned, at the request of the Seller.

**Article 13**

If the Seller does not fulfil its contractual obligations in accordance with the deadline referred to in Article 5, paragraph 1, Article 6, Art. 7 and 8, Article 9, Art. 2 and 3 and Article 10, paragraph 3 of this agreement, is obliged to pay the Buyer for each day of delay in the name of the contractual penalty the amount of 0.5% of the value of equipment without VAT, which cannot be put into operation.

The total amount of the contractual penalty that the Seller pays to the Buyer on the basis referred to in paragraph 1 of this Article may not exceed 20% of the total contracted value excluding VAT.

**Article 14**

The provisions of the Law on Contracts and Torts, as well as other applicable regulations governing this matter, will apply to everything that is not regulated by this framework agreement.

**Article 15**

All possible disputes of the contracting parties will be resolved amicably, otherwise the court in Belgrade has the jurisdiction.

**Article 16**

This Framework Agreement is made in 6 (six) identical copies, of which each contracting party retains 3 (three).

***Note:***

* *The Contracting Authority may indicate in the tender documentation within which period the bidder, to whom the framework agreement has been awarded, is obliged to submit to the Contracting Authority the signed framework agreement (Article 4, paragraph 2 of the FA);*
* *The Framework Agreement may be concluded in electronic form, in accordance with the law governing electronic documents and the law governing electronic signatures.*

**SELLER BUYER**

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

1. **CONTRACT MODEL**

**CONTRACT ON PURCHASE AND SALE OF GOODS - LAPTOPS**

**Entered into by and between:**

1. Contracting Authority ..............................................................................

seated in ............................................,

.......................................... Street

represented by ...................................................................

**(hereinafter referred to as: Buyer**).

and

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(name of the bidder, i.e., all members of the group of bidders)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(Place, street and number, of the bidder, i.e., of each member of the group of bidders)

represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(hereinafter referred to as: Seller)**

|  |
| --- |
| The Contracting Parties hereby agree* That the Buyer, in accordance with Article 52 of the Law on Public Procurement (“Official Gazette of the Republic of Serbia”, No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as: the Law), conducted an open procedure for public procurement of services - **Laptops**;
* - to conclude this public procurement contract in accordance with the Framework Agreement no. \_\_\_\_\_\_\_\_\_ / \_\_\_\_\_\_ of \_ / \_. / \_\_, concluded on the basis of the Decision on concluding the framework agreement.
* that the Seller submitted the Bid no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_.\_\_, which is registered with the Buyer under number \_\_\_\_ / \_\_\_\_\_\_\_ of \_ / \_.\_ / \_ (hereinafter referred to as: the Bid) and that the Buyer has defined its needs in the Specification of actual needs (hereinafter referred to as: Specification), given in the attachment and making the integral part of this contract.
 |

**Article 1**

The subject matter of this contract is the purchase and sale of laptops (hereinafter referred to as: **equipment**), and in all respects according to the Offer and Specification.

**Article 2**

The contract is concluded in the amount of \_\_\_\_\_\_ / \_\_\_\_\_\_ dinars without VAT, or \_\_\_\_\_\_\_ / \_\_\_\_\_ (in words: \_\_\_\_\_\_\_\_\_\_\_ / \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) dinars with VAT.

The price is formed on the parity of the Buyer's warehouse and includes the delivery of equipment, operating system, service support within the warranty period and all other dependent and accompanying costs.

If the Seller is a non-resident, the Buyer reserves the right to a refund of customs duties and freight forwarding services.

The price is fixed and cannot be changed in the case referred to in Article 8, paragraph 3 of this contract, when it may be lower than the agreed price.

**Article 3**

The seller undertakes to deliver the equipment successively, according to the submitted request (e-mail, fax), and on the basis of the concluded individual public procurement contract. The buyer will submit the request(s) according to their needs. The deadline for delivery will be determined in the request, appropriate to the amount of equipment to be delivered and it cannot be longer than 15 (fifteen) days from the date of submission of the request.

The seller undertakes to deliver the goods to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter the city, address where the warehouse is located*). Delivery can be made only during working hours, from Monday to Friday, from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter working hours*), except for public holidays.

Authorised person of the Buyer, will receive the equipment, about which a Minutes on qualitative and quantitative acceptance will be made, which will be signed by the authorised person of the Buyer and the authorised person of the Seller.

The Minutes on Qualitative and Quantitative Acceptance and the delivery note are the basis for issuing invoices to the invoice address.

The Minutes on Qualitative and Quantitative Acceptance state that the delivered equipment is in accordance with the required technical characteristics and that the warranty cards have been submitted.

**Article 4**

The Buyer undertakes to pay the agreed price to the Seller within a maximum of 45 (forty-five) days from the date of receipt of the invoice, based on the signed Record of Qualitative and Quantitative Receipt and submitted collateral to meet contractual obligations and eliminate defects within the warranty period.

The invoice must be delivered to the Buyer within 3 (three) days from the date of registration in the Central Invoice Register.

Invoicing will be done according to the unit prices from the Offer.

Invoice address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (enter the invoice address).

In addition to other data, the invoice must contain the Agreement number, account number, current account of the Seller, reference number \_\_\_ (insert reference number) and Tax identification number of both parties. The Buyer’s tax identification number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (enter the tax identification number).

**Article 5**

In the event that the Seller hires a subcontractor:

The Seller is fully responsible to the Buyer for the performance of obligations under this contract and in the case of entrusting certain obligations to the subcontractor:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Street \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ No. \_\_\_, tax identification number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registration number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Street \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ No. \_\_\_, tax identification number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registration number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

The seller will hire the specified subcontractor(s) to perform the following obligations:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*by subject matter or in quantity*), worth \_\_\_\_\_\_\_\_\_\_\_\_\_\_ or \_\_\_\_ %,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*by subject matter or in quantity*), worth \_\_\_\_\_\_\_\_\_\_\_\_\_\_ or \_\_\_\_ %,

The subcontractor requests/does not require the Buyer to pay it directly the due claims for the part of the framework agreement that it has executed.

**Article 6**

In case of visible defects in the equipment or in case of non-delivery of the complete warranty card, the Buyer will not receive the equipment, and the Complaint Record will be delivered to the Seller.

The Seller undertakes to submit a complete warranty card and/or deliver the equipment in accordance with the Specification upon receipt of the Complaint Record, and at the latest within the delivery deadline.

In case the quantity of delivered equipment does not correspond to the required quantity, the authorised persons of the Buyer may prepare Minutes on qualitative and quantitative receipt for the delivered equipment, with notification to the Seller, without delay, to deliver undelivered equipment. In that case, the Seller is obliged to deliver the remaining required, but not delivered, in all respects in accordance with the Specification and the contract, and no later than the deadline for delivery. After the delivery of the equipment, Minutes on the qualitative and quantitative acceptance will be made for the remaining delivered equipment.

**Article 7**

The installation of the equipment will be performed by the Buyer.

If, after installation, it is determined that the actual condition of the received equipment, in terms of quality and characteristics does not meet the Specification, the Buyer will submit a complaint report to the Seller.

The seller undertakes to eliminate the defect in a professional manner, at its own expense, and if the complaint relates to damage, the equipment will be replaced with new - correct.

**Article 8**

After concluding the contract, the Buyer may allow the delivery of equipment that differs from the contracted, in case of force majeure or objective reasons why the Seller is unable to deliver the contracted equipment, if the reasons occurred after the bid and if the Seller is not could have foreseen them until the submission of the bid (cessation of work of the economic operator - the manufacturer of the offered equipment, cessation of production of the offered model by the manufacturer, etc.).

The Seller must provide appropriate evidence of the objective reasons why the Seller is unable to deliver the offered or contracted equipment, such as a certificate issued by the manufacturer that the offered model has ceased production or other appropriate evidence depending on the nature of the reason. led to the objective impossibility of delivery of the contracted equipment.

If the Buyer allows the delivery of equipment that differs from the contracted equipment, the delivered equipment must meet the technical requirements of the Specification and Offer, or must be the same or better than the characteristics of the contracted equipment, in which case the Seller must specify which replacement model offers. The delivered equipment must have the same or longer duration of the warranty period than the duration of the warranty period of the contracted equipment, while the price of replacement equipment cannot be higher than the agreed price.

In the case referred to in paragraph 1 of this Article, the Buyer has the obligation to act in accordance with Articles 155 and 156 of the Law.

**Article 9**

**Means for rectifying defects within the warranty period:** The seller undertakes to submit its own blank bill of exchange for eliminating defects within the warranty period at the time of signing the first Record of Qualitative and Quantitative Acceptance (Seller submits one bill regardless of the number of concluded contracts and/or issued purchase orders), 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 with the original signature of the person authorised to represent.

The bill of exchange must be accompanied by a duly completed and signed bill of **exchange authorisation - letter**, with “no protest” clauses, in the name of eliminating deficiencies within the warranty period and with the indicated amount of 10% of the total value of the framework agreement without VAT with a validity of **5 days longer than the agreed warranty period**, determined on the basis of the last signed Minutes on qualitative and quantitative receipt and confirmation of registration of the bill of exchange (listing from the website of the National Bank of Serbia, as proof that the bill of exchange is registered). 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 seller 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.

After the expiration of the warranty period, the collateral will be returned, at the request of the seller.

**Collateral for fulfilment of contractual obligations from individual contracts**:The Seller undertakes to submit with the signed Agreement a blank promissory note or an unconditional, on the first call, collectible bank guarantee as a guarantee for the fulfilment of contractual obligations.

 The seller 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 certified 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 seller 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 seller may, as a guarantee for the fulfilment of contractual obligations, submit an unconditional, on the first call collectible bank guarantee in the amount of 10% of the total contracted value without VAT.

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

In the event that the Seller 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 Seller will activate the collateral.

 Upon fulfilment of contractual obligations, the security for the fulfilment of contractual obligations will be returned, at the request of the Seller.

**Article 10**

If the Seller does not fulfil its contractual obligations in accordance with the deadline referred to in Article 3, paragraph 1, Article 6, Art. 2 and 3 and Article 7, paragraph 3 of this contract, is obliged to pay the Buyer for each day of delay in the name of the contractual penalty the amount of 0.5% of the value of equipment without VAT, which cannot be put into operation.

The total amount of the contractual penalty that the Seller pays to the Buyer on the basis referred to in paragraph 1 of this Article may not exceed 10% of the total contracted value excluding VAT.

**Article 11**

The provisions of the Law on Contract and Torts, as well as other valid regulations governing this matter, will apply to everything that is not regulated by this contract.

**Article 12**

The contract shall enter into force on the day of signing by both parties and is valid until the realisation of the total agreed value, and no later than one year from the date of conclusion.

**Article 13**

All possible disputes of the contracting parties will be resolved amicably, otherwise the court in Belgrade has the jurisdiction.

**Article 14**

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

**SELLER BUYER**

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

*Note:*

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

1. **INSTRUCTION**

**TO BIDDERS ON HOW TO PREPARE A BID**

**Data on the contracting authority:**

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

**Basic information about the procedure**

|  |  |
| --- | --- |
| Name of the procedure: | **Laptops** |
| 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**

**Laptops**

**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 instructions for users of the Portal

* preparation and submission of **bid**

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

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

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

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

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

* sending a **request for protection of rights**

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

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

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

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

**Email inbox in process**

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

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

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

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

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

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

**Preparation and submission of bids/applications**

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

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

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

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

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

A detailed instruction on preparing an offer via the Portal:

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

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

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

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

**Preparation and submission of a joint bid/application**

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

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

More about forming a group of business operators:

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

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

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

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

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

**Preparation of bid/application with subcontractor**

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

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

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

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

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

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

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

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

[see the general instructions for users of 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 obligatory;
* Statement on fulfilment of criteria for qualitative selection of economic operator (SFC);
* Framework Agreement model;
* Contract model;
* **Bid bond:** blank promissory note, signed with original signature (not facsimile), which must be recorded in the Register of Bills of Exchange and authorisations of the National Bank of Serbia (signed by an authorised person), promissory note authorisation - letter with clauses “no protest” and signed by an authorised person and with the indicated amount of 3% of the total value of the offer without VAT), certificate of registration of the bill (listing from the NBS website, as proof that the bill is registered), copy of the card of deposited signatures commercial banks specified in the bill of exchange authorisation - letter) and a copy of the certified OP form or unconditional, bank guarantee collectible at the first call in the amount of 3% of the total value of the bid without tax on non-life insurance premium.

**unconditional, bank guarantee collectible at the first call** in the amount of 3% of the total value of the bid without VAT.

The economic operator shall submit the bid bond in accordance with Article 45, paragraph 4 of the Law, within the deadline for submission of bids.

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

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

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

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

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

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

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

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

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

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

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

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

Part or parts of the bid/application that cannot be submitted by electronic means through the Public Procurement Portal shall be submitted by the economic operator to the Contracting Authority by the deadline for submission of bids/applications by mail, courier service or directly, in an envelope or box closed in a way that when opening it 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: *(Laptops)*

DO NOT OPEN

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

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

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

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

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

**Filling in the bid form**

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

## Other procurement requirements:

1. **Method and deadline for delivery**:
* **In case of concluding an individual contract**: successively, according to the submitted request (e-mail, fax), and on the basis of the concluded individual contract on public procurement. The contracting authority will submit the request(s) in accordance with their needs.

The deadline for delivery will be determined in the request, appropriate to the amount of equipment to be delivered and it cannot be longer than 15 (fifteen) days from the date of submission of the request.

* **In case of issuing a purchase order**: complete, according to the actual needs of the Contracting Authority. The deadline for delivery will be determined in the purchase order, according to the quantity of goods that need to be delivered and it cannot be longer than 15 (fifteen) days from the day of delivery of the purchase order.
1. **Place of delivery**: warehouse of the Contracting Authority in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter the city, address where the warehouse is located*). Delivery can be made only during working hours, from Monday to Friday, from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter working hours*), except for public holidays.
2. **Warranty period for all equipment**: a minimum 3 (three) years and valid from the date of signing the Minutes of qualitative and quantitative acceptance.
3. **Deadline for reporting a defect within the warranty period**: a maximum of 2 (two) days from the date of the fault (fax, e-mail).

*The Contracting Authority determined the deadline for response after the report of a defect in the warranty period and set one of the reserve criteria for the award*

1. **Deadline for repairing the defect within the warranty period**: a maximum of 3 (three) days from the date of reporting the defect (e-mail, fax). If the bidder does not remove the defect on equipment in the required deadline, it is under the obligation to deliver, as replacement, equipment that is identical in quality and technical characteristics or better than the delivered equipment.

*The Contracting Authority has set a deadline for removing the defect within the warranty period as one of the reserve criteria for the award*

**Application of the draw**

If, after the ranking on the basis of the award criteria and the reserve criterion , it is not possible to make a decision on the award, the contracting authority will award the framework agreement to the bidder who will be drawn. The contracting authority shall notify in writing all bidders who have submitted bids of the date when the draw will take place. The draw will include only those bids that have the same number of weights and the same deadline for response after reporting a defect in the warranty period, the same deadline for repairing equipment in the warranty period, the same period of validity of collateral to meet contractual obligations under the framework agreement. 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.

**Manner and deadline of payment**: within a maximum of 45 (forty-five) days from the date of receipt of the invoice, based on the signed Minutes of qualitative and quantitative receipt and submitted collateral for fulfilment of contractual obligations and elimination of deficiencies within the warranty period.

The invoice must be submitted to the contracting authority within 3 (three) days from the date of registration in the Central Register of Invoices.

The bidder is not allowed to request an advance.

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

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

**Manner of amending the offer/application**

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

**Method of revoking bids/applications**

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

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

**Bid bond:**

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

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

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

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

Security for the seriousness of the bid (bid bond) - bill of exchange (or bank guarantee), bill of exchange authorisation, card of deposited signatures and OP form, are attached in pdf format (uploaded) to the Public Procurement Portal, while the original security for the seriousness of the bid warranty) shall be submitted to the contracting authority in the manner described in item 5.2 of this section.

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

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

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

The contracting authority shall redeem the bill of exchange given with the bid if the bidder withdraws from its 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, enter into the framework agreement without a ground or fails to submit security for execution of the framework agreement.

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

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

**Means of security for fulfilment of obligations from the framework agreement:**

The selected bidder undertakes to submit a blank promissory note or an unconditional, on the first call, a collectible bank guarantee as a guarantee for the fulfilment of contractual obligations within 10 (ten) days from the day of concluding the framework agreement.

**The blank promissory note 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 bill of exchange authorisation - letter, with “no protest” clauses, in the name of fulfilment of contractual obligations and with the indicated amount of 10% of the total value of the framework agreement without VAT and confirmation of registration of bill of exchange NBS, as proof that the bill of exchange has been registered). 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 bidder may, as a guarantee for the fulfilment of contractual obligations, submit an **unconditional, on the first call collectible** bank guarantee in the amount of 10% of the total contracted value without VAT.

**The bidder is obliged to submit one of the listed means of security for fulfilment of contractual obligations.**

The term of validity of the collateral must be at least 30 (thirty) days longer than the expiration date of the framework agreement.

In case the bidder refuses to conclude an individual contract in accordance with the concluded framework agreement, does not submit the collateral with the individual contract concluded by the Contracting Authority and the bidder on the basis of the framework agreement or does not fulfil the obligations from the issued purchase order, the Contracting Authority will activate the collateral.

Upon fulfilment of contractual obligations, the security for the fulfilment of contractual obligations will be returned, at the request of the bidder.

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

The selected bidder undertakes to submit its own blank bill of exchange for eliminating defects within the warranty period at the time of signing the first Record of Qualitative and Quantitative Acceptance (Seller submits one bill regardless of the number of concluded contracts and/or issued purchase orders), 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 with the original signature of the person authorised to represent.

The bill of exchange must be accompanied by a duly completed and signed bill of **exchange authorisation - letter**, with “no protest” clauses, in the name of eliminating deficiencies within the warranty period and with the indicated amount of 10% of the total value of the framework agreement without VAT with a validity of **5 days longer than the agreed warranty period**, determined on the basis of the last signed Minutes on qualitative and quantitative receipt and confirmation of registration of the bill of exchange (listing from the website of the National Bank of Serbia, as proof that the bill of exchange is registered). 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.

After the expiration of the warranty period, the collateral will be returned, at the request of the bidder.

**Collateral for fulfilment of contractual obligations from individual contracts**:

The selected bidder undertakes to submit with the signed Agreement a blank promissory note or an unconditional, on the first call, collectible bank guarantee as a guarantee for the fulfilment of contractual obligations.

 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 bidder may, as a guarantee for the fulfilment of contractual obligations, submit an unconditional, on the first call collectible bank guarantee in the amount of 10% of the total contracted value without VAT.

 The term of validity of the 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.

 Upon fulfilment of contractual obligations, the security for the fulfilment of contractual obligations will be returned, at the request of the bidder.

**Opening of bids/applications**

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

Date: *(Portal withdraws the stated data)*

Place: *(Portal withdraws the stated data)*

**Information on authorised persons and opening procedure:**

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

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

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

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

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

**Protection of rights**

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

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

**Applying for protection of rights electronically**

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

Steps:

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

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

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

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

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

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

Evidence is any document from which it can be determined that the transaction was performed for the appropriate amount from the article

225. The LPP and to refer to the subject request for protection of rights.

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

The fee is 120,000 dinars.