TENDER DOCUMENTATION MODEL
OPEN PROCEDURE

Public procurement of goods - Procurement of photocopier paper

Technique - Framework agreement

**TABLE OF CONTENTS:**

1. GENERAL INFORMATION ON THE SUBJECT MATTER OF PROCUREMENT

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.

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 FULFILLMENT OF THESE CRITERIA

3.1. EXCLUSION GROUNDS

3.1.1. Final verdict for one or more criminal offences

3.1.2. Taxes and contributions

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

3.1.4. Conflict of interest

3.1.5. Undue influence on the procedure

3.2. SELECTION CRITERIA FOR AN ECONOMIC OPERATOR

3.2.1. Technical and professional capacity

3.2.2. Quality Assurance Systems and Environmental Management Standards

4. DATA REGARDING THE CRITERIA FOR AWARDING THE CONTRACT

5. DATA ON THE BASIS OF WHICH THE BIDDERS PREPARE THE BID FORM

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

7. OFFERED PRICE STRUCTURE FORM

8. FORM OF BID PREPARATION COSTS

9. FRAMEWORK AGREEMENT MODEL

10. CONTRACT MODEL

11. INSTRUCTION TO BIDDERS ON HOW TO PREPARE A BID

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

**Name:** Procurement of photocopier paper

**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.

**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), the deadline for making a decision on the conclusion of a framework agreement if it is longer than prescribed by the PPL (Article 146, paragraph 7 of the*  *PPL), etc.)*

**Note:**

**❖ This part of the tender documentation is created by the Portal based on the data that the customer enters into the system.** **In that case, this part contains only the mandatory data prescribed by the Rulebook on the Content of Tender Documents in Public Procurement Procedures.**

**❖ If the contracting authority wants this part of the tender documentation to contain some other data, the contracting authority prepares this document on his computer and uploads it to the Portal at the appropriate step.**

**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 and description of goods** | **Unit of measurement** | **Provisional quantities**  |
|  | Photocopier paper A3 80 gr/m2, thickness ISO 534 or equivalent - 110 microns, whiteness CIE ISO 11475 or equivalent - 170, opacity ISO 2471 or equivalent - min. 90%, reflectivity ISO 2470-2 or equivalent - 110%, packaging 1/500.ris500 90%, reflectivity ISO 2470-2 or equivalent - 110%, packing 1/500. **The manufacturer of the offered paper must have an FSC or PEFC certificate or equivalent.**  | ream | 100 |
|  | Photocopier paper A3 80 gr/m2, thickness ISO 534 or equivalent - 110 microns, whiteness CIE ISO 11475 or equivalent - 170, opacity ISO 2471 or equivalent - min. 90%, reflectivity ISO 2470-2 or equivalent - 110%, packaging 1/500.ris500 90%, reflectivity ISO 2470-2 or equivalent - 110%, packing 1/500. **The manufacturer of the offered paper must have an FSC or PEFC certificate or equivalent.**  | ream | 50 |
|  | Photocopier paper A3 80 gr/m2, thickness ISO 534 or equivalent - 110 microns, whiteness CIE ISO 11475 or equivalent - 170, opacity ISO 2471 or equivalent - min. 90%, reflectivity ISO 2470-2 or equivalent - 110%, packaging 1/500.ris500 90%, reflectivity ISO 2470-2 or equivalent - 110%, packing 1/500.  | ream | 850 |
|  | Photocopier paper A3 80 gr/m2, thickness ISO 534 or equivalent - 110 microns, whiteness CIE ISO 11475 or equivalent - 170, opacity ISO 2471 or equivalent - min. 90%, reflectivity ISO 2470-2 or equivalent - 110%, packaging 1/500.ris500 90%, reflectivity ISO 2470-2 or equivalent - 110%, packing 1/500.  | ream | 500 |

The business operator that submits the offer is obliged to submit the following documentation with the offer, via the Public Procurement Portal:

* Paper manufacturer's technical sheet, certified and signed by the paper manufacturer, on his letterhead, confirming that the offered paper meets the required characteristics. The paper manufacturer's technical sheet must not be older than 6 (six) months before the deadline for submitting bids;
* Confirmation of the paper manufacturer or authorised distributor (authorisation or other document) that the bidder is authorised to sell the paper it is offering, that is, which is the subject matter of public procurement. In the event that a business operator submits an authorisation document issued by an authorised paper distributor, it must also submit a document issued by the paper manufacturer, which proves that the distributor has the status of an authorised distributor. If the distributor comes forward as a bidder, it submits a document, issued by the manufacturer, proving that it has the status of an authorised distributor. In the event that the manufacturer comes forward as a bidder, authorisation is not required;
* Valid FSC or PEFC certificate or equivalent (for items under order no. 1 and 2).

In case the requested documents are submitted in a foreign language, it is necessary to submit a translation into Serbian certified by a court translator/interpreter.

If the bidder does not provide evidence of the required specifications for the subject goods or if the offered goods do not meet the required technical specifications, the bid will be rejected as unacceptable.

The quantities of goods listed in the technical specification are indicative for a period of 12 months. The total amount of goods that will be delivered during the period of validity of the framework agreement depends on the actual needs of the customer.

The delivery is made successively, in the quantity and according to the dynamics determined by the ordering party, within a period that cannot be shorter than 1 (one) and longer than 3 (three) days from the date of receipt of the contracting authority's request.

The place of delivery is the contracting authority's warehouse.

The Committee for Quantitative and Qualitative Acceptance of Goods, established by the contracting authority, will perform a quantitative and qualitative inspection of the delivered goods upon delivery, which will be compiled into a Record of Quantitative and Qualitative Receipt, which will be signed by the members of the Commission and the Supplier's representative.

The Commission for Quantitative and Qualitative Acceptance of Goods in question prepares the Minutes of Quantitative and Qualitative Acceptance of Goods, which confirms the receipt of a certain quantity and type of goods, as well as that the delivered goods correspond in all respects to the agreed upon.

The committee performs a qualitative review of the delivered goods by determining whether the technical characteristics of randomly selected samples of each of the delivered goods are in accordance with the agreed characteristics and the sample submitted with the application.

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

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

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

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

**Note:** **The detailed characteristics of the goods that are the subject of public procurement are defined by the ordering party in accordance with its needs.** **When defining the characteristics, it is necessary for the customer to research the market in detail, in order to determine whether there are goods with the required characteristics on the market, especially taking care that technical specifications do not limit competition in the public procurement process.**

**Pursuant to the provisions of the Rulebook on types of goods for which contracting authorities are obliged to apply environmental aspects in public procurement procedures (“Official Gazette of the Republic of Serbia”, No. 115/23), at least 10% of the goods in question from the total volume of public procurement items must have ecological characteristics.**

**The scope of this public procurement is 1500/ream of paper, and the technical specification stipulates that 150/ream of paper (within the items under order no. 1 and 2) must have ecological characteristics.**

**In addition to the mentioned environmental characteristics, the contracting authority for the subject of this public procurement can specify some other environmental characteristics such as:**

* **The photocopier paper shall:**
1. **be produced from recycled paper;**
2. **be produced from renewable paper fibres in a specified minimum percentage;**
3. **possesses eco labels;**
4. **does not contain elemental chlorine.**

**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 FULFILLMENT 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 business operator established in another state:

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

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

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

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

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

**Legal basis:**

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

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

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

**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 environmental there is a conflict of interest, in terms of the Law on Public Procurement, which cannot be eliminated by other measures.

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

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

**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.** **Technical and professional capacity**

**Legal basis:**

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

**Additional description of criteria:**

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 in the previous three years before the deadline for submitting bids, it had delivered photocopier paper in a total minimum value of \_\_\_\_\_\_\_\_ dinars without VAT. (*the value of the delivered goods is determined by the customer depending on the characteristics and estimated value of each specific public procurement*)

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

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

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

This criterion is proven by submitting:

* contracts that had as their subject the delivery of photocopier paper and
* confirmation of the reference contracting authorities/ordering parties, which confirms that the business entity, within the required period, delivered the photocopier paper in the requested amount and in all respects in accordance with the contractual obligations.

***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 of the*** ***PPL.***

### 3.2.2. Quality Assurance Systems and Environmental Management Standards

**Environmental management standards**

**Legal basis:**

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

**Additional description of criteria:**

A business operator that participates in the subject public procurement procedure must have a business system that complies with the SRPS ISO 14001 - Environmental Management System standard or equivalent.

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

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

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

This criterion is proven by submitting:

* - copies of a valid certificate issued by an accredited body.
1. **DATA REGARDING THE CRITERIA FOR AWARDING THE FRAMEWORK AGREEMENT**

In the public procurement procedure, the Contracting Authority awards the framework agreement to the most economically advantageous offer based on the criterion: price

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

Other procurement requirements (not listed above as criteria)

Name: Delivery term

Unit of measurement: day

Maximum allowed value: 1 (one)

Maximum allowed value: 3 (three)

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

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

**Application of the draw**

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

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

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

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;

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 FULFILLMENT OF THE CRITERIA FOR QUALITATIVE SELECTION OF THE ECONOMIC OPERATOR**

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

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

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

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

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

1. **OFFERED PRICE STRUCTURE FORM**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **1** | **2** | **3** | **4** | **5** | **6 (3x4)** | **7 (3x5)** |
|  | **Subject matter of the Public Procurement** | **Unit of measurement** | **Provisional quantities** | **Unit price without VAT** | **Unit price with VAT** | **Total value without VAT** | **Total value with VAT** |
| 1. | Photocopier paper A3 80 gr/m2, thickness ISO 534 or equivalent - 110 microns, whiteness CIE ISO 11475 or equivalent - 170, opacity ISO 2471 or equivalent - min. 90%, reflectivity ISO 2470-2 or equivalent - 110%, packaging 1/500.ris500 90%, reflectivity ISO 2470-2 or equivalent - 110%, packing 1/500. **The manufacturer of the offered paper must have an FSC or PEFC certificate or equivalent.**  | ream | 100 |  |  |  |  |
| 2. | Photocopier paper A3 80 gr/m2, thickness ISO 534 or equivalent - 110 microns, whiteness CIE ISO 11475 or equivalent - 170, opacity ISO 2471 or equivalent - min. 90%, reflectivity ISO 2470-2 or equivalent - 110%, packaging 1/500.ris500 90%, reflectivity ISO 2470-2 or equivalent - 110%, packing 1/500. **The manufacturer of the offered paper must have an FSC or PEFC certificate or equivalent.**  | ream | 50 |  |  |  |  |
| 3. | Photocopier paper A3 80 gr/m2, thickness ISO 534 or equivalent - 110 microns, whiteness CIE ISO 11475 or equivalent - 170, opacity ISO 2471 or equivalent - min. 90%, reflectivity ISO 2470-2 or equivalent - 110%, packaging 1/500.ris500 90%, reflectivity ISO 2470-2 or equivalent - 110%, packing 1/500. | ream | 850 |  |  |  |  |
| 4. | Photocopier paper A3 80 gr/m2, thickness ISO 534 or equivalent - 110 microns, whiteness CIE ISO 11475 or equivalent - 170, opacity ISO 2471 or equivalent - min. 90%, reflectivity ISO 2470-2 or equivalent - 110%, packaging 1/500.ris500 90%, reflectivity ISO 2470-2 or equivalent - 110%, packing 1/500. | ream | 500 |  |  |  |  |
|  | ***TOTAL without VAT:*** |  |
|  | ***TOTAL with VAT:*** |  |
|  |  |

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

The bidder fills out the offer price structure form as follows:

* in column 4 - enter the unit price (without VAT);
* in column 5 - enter the unit price (with VAT);
* in column 6 - total value (without VAT);
* in column 7 - total value (with VAT);
* in the line "Total without VAT, the bidder enters the total value of all goods without VAT;
* in the line "Total with VAT" the bidder enters the total value of all goods including VAT.
1. **FORM OF BID PREPARATION COSTS**

Pursuant to Article 138 of the 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 - PHOTOCOPIER PAPER**

**Entered into by and between:**

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

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

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

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

**(hereinafter referred to as:** **Contracting Authority)**

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:** **Supplier)**

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

1. that the Contracting Authority, pursuant to Article 52 of the Law on Public Procurement (“Official Gazette of the Republic of Serbia”, No. 91/19 and 92/23, hereinafter referred to as: the Law), conducted an open procedure for public procurement of services - **Photocopier paper** - for the purpose of concluding a framework agreement;
2. that the Contracting Authority has made the Decision on concluding the framework agreement number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from \_\_. \_\_.\_\_\_\_, in accordance with which this framework agreement is concluded;
3. that the Supplier submitted the Offer 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 Contracting Authority to conclude a public procurement contract;
5. the obligation arises by concluding an individual contract 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 for **photocopier paper** (hereinafter referred to as: goods), in all respects according to the Offer and the Specification.

**Article 2**

In the event that the Supplier hires a subcontractor:

The Supplier is fully responsible to the Contracting Authority 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 Supplier 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 Contracting Authority to pay it directly the due claims for the part of the framework agreement that it has executed.

Article 3

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 at the warehouse of the Contracting Authority's location, and includes customs and all other accompanying and dependent costs incurred by the Supplier in the implementation of the procurement.

The quantity of goods 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.

Unit prices are fixed. *(The contracting authority can foresee price adjustment according to the data of the Republic Institute of Statistics or according to some other official data.)*

**Article 4**

The framework agreement is concluded for a period of one year, and enters into force on the date of signing.

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

**Article 5**

After the conclusion of the framework agreement, when the need of the contracting authority for the subject of procurement arises, the contracting authority will send the text of the individual contract on public procurement to the Supplier in order to conclude the individual contract, with the specification of the actual needs of the contracting authority.

The Supplier is obliged to submit to the Contracting Authority a signed and certified contract within a maximum of 5 (five) days from the date of receipt of the contract.

The individual public procurement contract is concluded under the terms of this framework agreement regarding the specifications of the procurement items, prices, methods and terms of payment and delivery terms.

When concluding individual contracts, essential conditions from this framework agreement (price, delivery date, etc.) cannot be changed.

If the Supplier does not deliver the signed public procurement contract within the specified period, it will be considered that the Supplier has refused to conclude the public procurement contract, after which the Contracting Authority will activate the means of financial security.

**Article 6**

The contracting authority is obliged to pay the contracted price to the supplier within 45 (forty-five) days from the day of receipt of the correct e-invoice, in accordance with the Law on deadlines for settlement of financial obligations in commercial transactions (“Official Gazette of the Republic of Serbia”, Nos. 119/12, 68 /15, 113/17, 91/19, 44/2021 - as amended, 129/21 - as amended, 130/21 and 138/22) and on the basis of the submitted signed Minutes of quantitative and qualitative receipt of the goods in question.

The supplier is obliged to issue invoices in accordance with the Law on Electronic Invoicing (“Official Gazette of the Republic of Serba”, Nos. 44/2021, 129/2021 and 138/2022).

Obligations due in the following budget year will be carried out up to the maximum amount of funds that will be approved for that purpose to the Contracting Authority in the following budget years.

 **Article 7**

The supplier is obliged to deliver the goods on the basis of an individual public procurement contract, in accordance with this framework agreement.

The delivery is made successively, in the quantity and according to the dynamics determined by the contracting authority, within \_\_\_\_\_ days from the date of receipt of the contracting authority's written request.

The delivered goods must be in all respects according to the quality and characteristics from the delivered Offer and this agreement.

The place of delivery is the contracting authority's warehouse.

Delivery can be made only during working hours, from Monday to Friday, from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter working hours*), except for public holidays.

**Article 8**

The Committee for Quantitative and Qualitative Acceptance of Goods, established by the contracting authority, will perform a quantitative and qualitative inspection of the delivered goods upon delivery, which will be compiled into a Record of Quantitative and Qualitative Receipt, which will be signed by the members of the Commission and the Supplier's representative.

The Commission for Quantitative and Qualitative Acceptance of Goods in question prepares the Minutes of Quantitative and Qualitative Acceptance of Goods, which confirms the receipt of a certain quantity and type of goods, as well as that the delivered goods correspond in all respects to the agreed upon.

The committee performs a qualitative review of the delivered goods by determining whether the technical characteristics of randomly selected samples of each of the delivered goods are in accordance with the agreed characteristics and the sample submitted with the application.

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

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

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

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

**Article 9**

If the Supplier is late with the performance of its obligations, it is obliged to pay the Contracting Authority an amount of 1% of the contracted value without VAT for each day of delay, if it is its own fault that it is late with an individual delivery, with the total amount of the contractual penalty not exceeding 10% total value of the contract without VAT.

The Contracting Authority's right to collect a contractual penalty does not affect his right to demand compensation for damages.

**Article 10**

After the conclusion of the contract, the Contracting Authority may allow the delivery of goods that differ from those agreed upon, in the event of force majeure and if the Supplier, for objective reasons, which occurred after the submission of the offer and which it could not foresee before the submission of the offer (termination of the business entity - the manufacturer of the offered good), cessation of production of the offered goods by the manufacturer, etc.), is unable to deliver the contracted goods.

The new good must meet the technical requirements from the Technical Specification and have the same or better characteristics than the characteristics of the offered, contracted good, for which the Supplier is obliged to provide proof issued by the manufacturer of the good.

The Supplier is obliged to provide appropriate evidence of the objective reasons for the impossibility of delivering the contracted goods and when those reasons occurred.

*\*The Contracting Authority determines whether the price of the new good can be higher than the originally offered price.*

**Article 11**

**Means of security for fulfilment of obligations from the framework agreement:** The Supplier undertakes to submit a blank promissory note 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 Supplier in the bill of exchange authorisation - letter. In case of change of the person authorised to represent the bill of exchange authorisation - the letter remains in force. The signature of the authorised person on the bill of exchange and the bill of exchange authorisation - the letter must be identical to the signature or signatures from the card of deposited signatures.

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

In the event that the Supplier, in accordance with the concluded framework agreement, refuses to conclude an individual contract or does not provide a means of security for the fulfilment of contractual obligations from the individual contract, the Contracting Authority will activate the means of security for the fulfilment of obligations from the framework agreement.

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

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

The Supplier undertakes to submit a blank promissory note as a guarantee for the fulfilment of agreed obligations within 10 (ten) days from the day of concluding the individual agreement.

 The Supplier 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 Supplier in the bill of exchange authorisation - letter. In case of change of the person authorised to represent the bill of exchange authorisation - the letter remains in force. The signature of the authorised person on the bill of exchange and the bill of exchange authorisation - the letter must be identical to the signature or signatures from the card of deposited signatures.

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

In the event that the Supplier 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 of the Supplier, the security for the fulfilment of contractual obligations will be returned, at the request of the Supplier.

**Article 12**

If, after the conclusion of this framework agreement, circumstances of force majeure occur that lead to the hindrance or impossibility of the performance of the obligations defined in the framework agreement, the deadlines for the performance of obligations will be extended for the duration of the force majeure.

Force majeure shall mean extreme and extraordinary events that cannot be foreseen, that occurred without the will and influence of the contracting parties and that could not have been prevented by the party affected by force majeure. Floods, earthquakes, fires, political events (war, large-scale riots, strikes), imperative decisions of the authorities (import and export ban) and the like can be considered force majeure.

The party in the framework agreement affected by force majeure shall immediately notify the other party in writing of the occurrence of unforeseen circumstances and submit appropriate evidence.

**Article 13**

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 14**

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

**Article 15**

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

 **CONTRACTING AUTHORITY SUPPLIER**

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

 **CONTRACT MODEL**

**AGREEMENT ON THE SALE OF GOODS - PHOTOCOPIER PAPER**

**Entered into by and between:**

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

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

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

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

**(hereinafter referred to as:** **Contracting Authority)**

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:** **Supplier)**

|  |
| --- |
| The Contracting Parties hereby agree* That the Contracting Authority, pursuant to Article 52 of the Law on Public Procurement (“Official Gazette of the Republic of Serbia”, No. 91/19 and 92/23, hereinafter referred to as: the Law), conducted an open procedure for public procurement of services - **Photocopier paper**;
* 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 Supplier submitted the Offer 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 **photocopier paper** (hereinafter referred to as: goods), and in all respects according to the Offer and Specification.

**Article 2**

In the event that the Supplier hires a subcontractor:

The Supplier is fully responsible to the Contracting Authority for the fulfilment of obligations under this 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 Supplier 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 Contracting Authority to pay it directly the due claims for the part of the framework agreement that it has executed.

**Article 3**

The contracting authority undertakes to deliver the goods that are the subject of the contract at the unit prices from the price structure form from the supplier's offer, in everything in accordance with the concluded framework agreement, the supplier's offer and the specification of the goods, up to the total value of the contract.

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

The price is formed at the warehouse of the Contracting Authority's location, and includes customs and all other accompanying and dependent costs incurred by the Supplier in the implementation of the procurement.

Unit prices are fixed. *(The contracting authority can foresee price adjustment according to the data of the Republic Institute of Statistics or according to some other official data.)*

**Article 4**

The delivery is made successively, in the quantity and according to the dynamics determined by the contracting authority, within \_\_\_\_\_ days from the date of receipt of the contracting authority's written request.

The delivered goods must be in all respects according to the quality and characteristics from the delivered Offer and this agreement.

The place of delivery is the warehouse of the contracting authority \_\_\_\_\_\_\_\_\_\_\_\_\_ (*the contracting authority enters the address to which the delivery is made*).

Delivery can be made only during working hours, from Monday to Friday, from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter working hours*), except for public holidays.

**Article 5**

The contracting authority is obliged to pay the contracted price to the supplier within 45 (forty-five) days from the day of receipt of the correct e-invoice, in accordance with the Law on deadlines for settlement of financial obligations in commercial transactions (“Official Gazette of the Republic of Serbia”, Nos. 119/12, 68 /15, 113/17, 91/19, 44/2021 - as amended, 129/21 - as amended, 130/21 and 138/22) and on the basis of the submitted signed Minutes of quantitative and qualitative receipt of the goods in question.

The supplier is obliged to issue invoices in accordance with the Law on Electronic Invoicing (“Official Gazette of the Republic of Serba”, Nos. 44/2021, 129/2021 and 138/2022).

Obligations due in the following budget year will be carried out up to the maximum amount of funds that will be approved for that purpose to the Contracting Authority in the following budget years.

**Article 6**

The Committee for Quantitative and Qualitative Acceptance of Goods, established by the contracting authority, will perform a quantitative and qualitative inspection of the delivered goods upon delivery, which will be compiled into a Record of Quantitative and Qualitative Receipt, which will be signed by the members of the Commission and the Supplier's representative.

The Commission for Quantitative and Qualitative Acceptance of Goods in question prepares the Minutes of Quantitative and Qualitative Acceptance of Goods, which confirms the receipt of a certain quantity and type of goods, as well as that the delivered goods correspond in all respects to the agreed upon.

The committee performs a qualitative review of the delivered goods by determining whether the technical characteristics of randomly selected samples of each of the delivered goods are in accordance with the agreed characteristics and the sample submitted with the application.

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

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

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

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

**Article 7**

If the Supplier is late with the performance of its obligations, it is obliged to pay the Contracting Authority an amount of 1% of the contracted value without VAT for each day of delay, if it is its own fault that it is late with an individual delivery, with the total amount of the contractual penalty not exceeding 10% total value of the contract without VAT.

The Contracting Authority's right to collect a contractual penalty does not affect his right to demand compensation for damages.

**Article 8**

After the conclusion of the contract, the Contracting Authority may allow the delivery of goods that differ from those agreed upon, in the event of force majeure and if the Supplier, for objective reasons, which occurred after the submission of the offer and which it could not foresee before the submission of the offer (termination of the business entity - the manufacturer of the offered good), cessation of production of the offered goods by the manufacturer, etc.), is unable to deliver the contracted goods.

The new good must meet the technical requirements from the Price Structure Forms and have the same or better characteristics than the characteristics of the offered, contracted good, for which the Supplier is obliged to provide proof issued by the manufacturer of the good.

The Supplier is obliged to provide appropriate evidence of the objective reasons for the impossibility of delivering the contracted goods and when those reasons occurred.

*\*The Contracting Authority determines whether the price of the new good can be higher than the originally offered price.*

**Article 9**

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

The Supplier undertakes to submit a blank promissory note as a guarantee for the fulfilment of agreed obligations within 10 (ten) days from the day of concluding the individual agreement.

 The Supplier 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 Supplier in the bill of exchange authorisation - letter. In case of change of the person authorised to represent the bill of exchange authorisation - the letter remains in force. The signature of the authorised person on the bill of exchange and the bill of exchange authorisation - the letter must be identical to the signature or signatures from the card of deposited signatures.

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

In the event that the Supplier 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 of the Supplier, the security for the fulfilment of contractual obligations will be returned, at the request of the Supplier.

**Article 10**

If, after the conclusion of this contract, circumstances of force majeure occur that lead to the hindrance or impossibility of the performance of the obligations defined in the contract, the deadlines for the performance of the obligations will be extended for the duration of the force majeure.

Force majeure shall mean extreme and extraordinary events that cannot be foreseen, that occurred without the will and influence of the contracting parties and that could not have been prevented by the party affected by force majeure. Floods, earthquakes, fires, political events (war, large-scale riots, strikes), imperative decisions of the authorities (import and export ban) and the like can be considered force majeure.

 The party in the framework agreement affected by force majeure shall immediately notify the other party in writing of the occurrence of unforeseen circumstances and submit appropriate evidence.

**Article 11**

This contract enters into force on the day of signing by both contracting parties and is valid until the realisation of the total contracted value, and no longer than \_\_\_\_\_ months (a maximum of 12 months) from the date of conclusion.

**Article 12**

The provisions of the concluded framework agreement number \_\_\_\_\_\_\_\_\_\_\_\_\_\_ are applied to all issues that are not regulated by this contract (entered by the contracting authority)

The contracting parties have agreed that the provisions of the Law on Contract and Torts, as well as other regulations that regulate this matter, apply to everything that is not provided for in the Framework Agreement and this contract.

**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).

 **CONTRACTING AUTHORITY SUPPLIER**

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

**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: | **Photocopier paper** |
| 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**

**Photocopier paper**

**Procurement description:**

*(Portal withdraws the stated data)*

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

*(Portal withdraws the stated data)*

Method of ranking acceptable bids:

*(Portal withdraws the stated data)*

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

Electronic communication is required in the procedure.

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

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

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

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

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

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

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

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

* forming **a group of bidders**

see the general user manual for the Portal

* preparation and submission of **bid**

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

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

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

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

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

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

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

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

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

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

**Email inbox in the procedure**

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

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

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

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

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

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

**Preparation and submission of bids/applications**

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

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

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

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

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

A detailed instruction on preparing an offer via the Portal:

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

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

**Applications may be submitted:** **Serbian** (*information provided by the Contracting Authority*)

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

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

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

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

More about forming a group of economic operators:

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

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

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

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

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

**Preparation of bid/application with subcontractor**

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

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

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

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

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

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

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

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

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

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

* Bid form;
* Offered price structure form;
* Form of costs of bid preparation (submission of this form is not mandatory);
* Statement on fulfilment of criteria for qualitative selection of economic operator;
* Framework Agreement model;
* Contract model;
* Evidence that the offered goods meet the required technical characteristics (technical sheet of the manufacturer, certificate of the paper manufacturer or authorised distributor, valid FSC or PEFC certificate or equivalent);
* 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 (not listed above as criteria)**

Name: Delivery term

Unit of measurement: day

Minimum allowed value: 1 (one)

Maximum allowed value: 3 (three)

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

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

**Application of the draw**

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

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

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

**Method and deadline for payment:** The contracting authority is obliged to pay the contracted price to the supplier within 45 (forty-five) days from the day of receipt of the correct e-invoice, in accordance with the Law on deadlines for settlement of financial obligations in commercial transactions (“Official Gazette of the Republic of Serbia”, Nos. 119/12, 68 /15, 113/17, 91/19, 44/2021 - as amended, 129/21 - as amended, 130/21 and 138/22) and on the basis of the submitted signed Minutes of quantitative and qualitative receipt of the goods in question.

The supplier is obliged to issue invoices in accordance with the Law on Electronic Invoicing (“Official Gazette of the Republic of Serba”, Nos. 44/2021, 129/2021 and 138/2022).

Obligations due in the following budget years will be carried out up to the maximum amount of funds that will be approved for that purpose to the Contracting Authority in the following budget years.

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

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

**Manner of amending the offer/application**

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

**Method of revoking bids/applications**

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

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

**Bid bond:**

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

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

Security for the seriousness of the bid (bid bond) - bill of exchange, 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 (bill of exchange) shall be submitted to the contracting authority in the following manner (*the contracting authority enters precisely the instruction on the manner of submission of security*).

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

The Contracting Authority shall redeem the bill of exchange given with the bid if the bidder withdraws from his bid within the validity of the bid, or 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, the bid will be rejected as unacceptable.

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

The 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 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 Supplier in the bill of exchange authorisation - letter. In case of change of the person authorised to represent the bill of exchange authorisation - the letter remains in force. The signature of the authorised person on the bill of exchange and the bill of exchange authorisation - the letter must be identical to the signature or signatures from the card of deposited signatures.

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

In the event that the selected bidder, in accordance with the concluded framework agreement, refuses to conclude an individual contract or does not provide a means of security for the fulfilment of contractual obligations from the individual contract, the Contracting Authority will activate the means of security for the fulfilment of obligations from the framework agreement.

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

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

The Supplier undertakes to submit a blank promissory note as a guarantee for the fulfilment of agreed obligations within 10 (ten) days from the day of concluding the individual agreement.

The Supplier 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 Supplier in the bill of exchange authorisation - letter. In case of change of the person authorised to represent the bill of exchange authorisation - the letter remains in force. The signature of the authorised person on the bill of exchange and the bill of exchange authorisation - the letter must be identical to the signature or signatures from the card of deposited signatures.

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

In the event that the Supplier 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 of the Supplier, the security for the fulfilment of contractual obligations will be returned, at the request of the Supplier.

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

**Applying for protection of rights electronically**

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

Steps:

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

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

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

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

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

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

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