TENDER DOCUMENTATION MODEL
 OPEN PROCEDURE

Public procurement of goods - Cleaning products

Technique - Framework agreement

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#

# 1. GENERAL INFORMATION ON THE SUBJECT MATTER OF PROCUREMENT

**Name:** Procurement of cleaning products

**Type of procurement subject matter:** Goods

**Description:** Public procurement is carried out in order to conclude a framework agreement with one bidder. The framework agreement is concluded for a period of one year.

**Other notes**: *(enter any other remarks relevant to the subject of public procurement, for example: information on possible options and possible framework contract extensions (Article 30, paragraph 1 in conjunction with Article 156 of the*  *PPL), information on conducting reserved public procurement (Article 37 of the*  *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 3 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 client 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: | Unit of measurement | Provisionalquantity |
| 1. | Detergent for machine washing  | kg | 10 |
| 2. | Detergent for machine washing | kg | 10 |
| 3. | Laundry softener | l  | 10 |
| 4. | Products for removing stains and bleaching laundry  | l  | 10 |
| 5. | Products for removing stains from coloured laundry | l  | 10 |
| 6. | Detergent for hand dishwashing | l  | 10 |
| 7. | Tablets for machine washing | pack | 10 |
| 8. | Dishwasher salt | kg | 10 |
| 9. | Dishwasher rinsing product | l  | 10 |
| 10. | Liquid for washing sanitary ware | l  | 10 |
| 11. | Parquet cleaning product  | l  | 10 |
| 12. | Products for cleaning ceramic floors  | l  | 10 |
| 13. | Furniture cleaning product | l  | 10 |
| 14. | Detergent for washing the oven | l  | 10 |
| 15. | Powder abrasive | kg | 10 |
| 16. | Abrasive agent (cream)  | l  | 10 |
| 17. | Liquid for washing glass surfaces (with or without pump)  | l  | 10 |
| 18. | Detergent for washing the oven | l  | 10 |
| 19. | Descaling product | l  | 10 |
| 20. | Surface degreaser | l  | 10 |
| 21. | Hydrochloric acid, max. 20% for sanitary block | l  | 10 |
| 22. | Sponge dishcloth | pcs | 10 |
| 23. | Cobweb brush with telescopic handle (duster)  | pcs | 10 |
| 24. | Brush with a short handle and spatula PVC | pcs | 10 |
| 25. | Glass cleaning cloth | pcs | 10 |
| 26. | Household gloves | pcs | 10 |
| 27. | Liquid hand soap, completely biodegradable  | pcs | 10 |

# Goods that are the subject of public procurement must meet all conditions prescribed by the current Law on Items of General Use (“Official Gazette of the Republic of Serbia”, Nos. 25/2019 and 14/2022), Rulebook on Conditions Regarding the Healthiness of Items of General Use which can be put into circulation ("Official Gazette of the SFRY" No. 26/83, 61/84, 56/86, 50/89, 18/91, "Official Gazette of the Republic of Serbia”, No. 60/2019 - as amended and 78/2019 - as amended) and the Rulebook on cosmetic products ("Official Gazette of the Republic of Serbia”, No. 60/2019).

# METHOD OF PROVING THE FULFILLMENT OF THE REQUIRED CHARACTERISTICS OF THE GOODS OFFERED

# The offered goods must possess the required technical characteristics, which the business entity proves by submitting product samples in the offer in the original packaging with a declaration for all goods that are the subject of this public procurement.

# The business operator delivers samples by mail, courier service or directly to the address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_, no later than the deadline for submission of bids.

# The samples must be packed in a box with a sticker affixed on it indicating the exact name of the business entity, address, contact phone number, as well as the name and surname of the contact person, with the indication: "Samples for public procurement number \_\_\_\_\_\_\_\_ - goods - Cleaning products" "- DO NOT OPEN".

# The samples of the business entity for which the framework agreement will be concluded remain with the Contracting Authority for the purpose of controlling the implementation of individual contracts, while the samples of other business entities that submitted bids in the subject public procurement procedure will be returned at their request after the end of the procurement procedure.

# The product declaration found on the submitted sample is evidence that the Public Procurement Commission will appreciate when determining whether they meet the requirements and conditions related to the subject of public procurement and technical specifications.

# In the event that the product declaration does not contain all the data essential for evaluating the fulfilment of the required technical characteristics of the product, the business entity can prove the required technical characteristics by submitting in the offer a corresponding Report issued by an accredited laboratory and/or scanned product specifications, signed by of the manufacturer of the product and/or scanned Declaration of the manufacturer of the offered product, signed by the manufacturer and/or safety data sheet (MSDS).

# If the business operator offers a good of imported origin, in the event that the product declaration does not contain all the data essential for evaluating the fulfilment of the required technical characteristics of the product, the business entity can prove the required technical characteristics by submitting a scanned Declaration of the importer given under full material and criminal liability, signed by the importer.

# Proving ecological characteristics:

# Ecological characteristics can be stated in one of the mentioned proofs that are submitted with the sample or

# Evidence proving the possession of ecological characteristics or evidence of the possession of eco-labels.

# DEADLINE AND PLACE OF DELIVERY

# The delivery deadline is a minimum of 3 (three), and a maximum of 7 (seven) days from the day of receipt of the written request for delivery.

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

# QUANTITATIVE AND QUALITATIVE RECEIPT

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

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

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

# The minutes of the quantitative and qualitative receipt of the goods and the delivery note are the basis for issuing the invoice.

# During the quantitative and qualitative acceptance, the commission 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.

# In the event that the Commission for Quantitative and Qualitative Acceptance determines that the quality of the delivered goods does not correspond to the contract, it does not draw up the Minutes of Quantitative and Qualitative Acceptance, but rather draws up and signs a Complaint Minutes, in which the defects are stated.

#

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

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

# During the implementation of the contract, the customer is authorized to use an accredited\* laboratory

# carry out a sample test of the delivered goods. In the event that at least two laboratory test results show that the tested sample/s\*\* are not healthy and hygienically correct, i.e., if they do not meet the agreed quality of the goods, the customer reserves the right to unilaterally cancel the contract, with a notice period of at least 10 (ten) days. In the aforementioned case, the contracting authority will activate the means of financial security for the good performance of the work delivered on the basis of the concluded contract.

# In the event that the results of the laboratory test show that the tested sample/s are not healthy and hygienic, that is, if they do not meet the agreed quality of the goods, the Supplier is obliged to compensate the customer for the costs incurred during the testing of the samples.

# \*Accredited laboratory means a laboratory accredited by the Accreditation Body of Serbia for issuing laboratory reports.

# \*\* Sampling refers to samples of goods delivered in at least two deliveries, per basis

# two consecutively concluded individual contracts.

**Note:** **The table lists cleaning agents without detailed characteristics of each product.** **The detailed characteristics of each product and the size of the product or packaging are defined by the contracting authority in accordance with his needs.** **When defining the detailed characteristics, it is necessary for the contracting authority to research the market in detail and to determine whether the products of those characteristics can be eco-products, and all in order to be able to act in accordance with the Rulebook on the types of goods for which the contracting authorities are obliged to apply ecological aspects in public procurement procedures (“Official Gazette of the Republic of Serba”, No. 115/23, hereinafter referred to as:** **Rulebook).**

**Pursuant to the provisions of the Rulebook, at least 10% of cleaning agents from the total volume of public procurement items must have ecological characteristics.** **This public procurement includes a total of 270 products, which means that at least 27 products must have ecological characteristics.** **For example, the requirement from the Rulebook is fulfilled if the customer marks the products from the items under no. 2, 17 and 25 as ecological products (30 products in total).**

**Environmental characteristics for the subject of this public procurement can be the following:**

* **products contain an ecological label,**
* **the products are biodegradable,**
* **textile cleaning products are made of microfiber,**
* **cleaning accessories are intended for multiple use,**
* **products are delivered in packaging that can be recycled or is intended for multiple use, etc.**

**Examples of ECO labels that the bidder can provide:**

**EU Ecolabel - EU Ecolabel is a mark that confirms that the product meets high standards of environmental protection.** **Products with the Eco label mean that they are made from renewable, recycled resources, and with reduced energy and greenhouse gas emissions in production.**

**The blue angel is a German eco label that sets strict standards for environmentally friendly products.** **The blue angel is a mark that guarantees that the product has less impact on the environment and the climate and that it meets high standards regarding the protection of human health.**

**NF Environment - NF Environment is the label issued by the AFNOR (Association Française de Normalisation (AFNOR, English:** **French Standardization Association).** **AFNOR is the French national organisation for standardisation and a member of the international organisation for standardisation.** **Unlike the European environmental mark, this is an official French environmental certificate.** **This the label means that the goods and packaging have a low impact on the environment during their life cycle.**

**In addition to these labels, bidders can submit other eco labels.**

# 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

**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 organized crime; the criminal offense of association for the purpose of committing criminal offences; criminal offense of abuse of official position, trading in influence, accepting bribes and giving bribes if the defendant or the person to whom the bribe is given is an official or responsible person performing a function based on election, appointment or appointment by the National Assembly, President, General Session of the Supreme Court of Cassation , The High Judicial Council or the State Prosecutors' Council; criminal offenses against the economy, if the value of property exceeds 200,000,000 dinars, or if the value of public procurement exceeds 800,000,000 dinars for: criminal offence of abuse in connection with public procurement, criminal offence of accepting bribes in performing economic activities, criminal offence of giving bribery in performing economic activity, criminal offense of fraud in performing economic activity, criminal offence of abuse of position of a responsible person, criminal offense of money laundering - if the property subject to money laundering originates from all the above criminal offences; the criminal offence of public incitement to commit terrorist acts; the criminal act of terrorist financing; the criminal act of terrorism; the criminal act of recruitment and training for terrorist acts and the crime of terrorist association.
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. ECONOMIC OPERATOR SELECTION CRITERIA

### 3.2.1. Technical and professional capacity - list of delivered goods

**Legal basis:**

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

**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:

With the contracting authority’s confirmation, which confirms that the bidder has delivered goods of the same or similar quality to the goods that are the subject of this public procurement within the agreed term and quality.

The confirmation must necessarily contain: the name and seat of the ordering party, the name and seat of the bidder, the date of conclusion of the contract, the delivery period, the type of goods and the value of the delivered goods, with a mandatory note that the delivery was made within the agreed time and quality and in accordance with the contract. The confirmation must be signed by an authorized person of the Contracting Authority.

**Conditions:**

That the bidder in the previous three years, before the deadline for submitting bids, delivered the same or similar cleaning products that are the subject of this public procurement in a minimum value of \_\_\_\_\_\_\_ dinars. (*The value of the delivered goods is determined by the contracting authority depending on the characteristics and estimated value of each specific public procurement.*)

### 3.2.2. Technical and professional capacity - Technical means and measures for quality assurance

**Legal basis:**

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

**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:

- a valid registration permit read from the reader and a printed image of the registration sticker showing the vehicle's registration number and the registration expiration date. If the business operator is not the owner of the vehicle, in addition to the valid driver licence printout, it is necessary to submit proofs of the legal basis for using the vehicle (rental agreement, leasing agreement and consent of the leasing company (if the vehicle is owned by the leasing company), etc. and

- evidence of the legal basis for the use of warehouse space of at least 100 m2 (purchase agreement, lease agreement, cadastre extract or other appropriate evidence).

**Conditions:**

That the bidder has the following:

- a minimum by one truck and

- warehouse space of at least 100m².

# 4. DATA REGARDING THE CRITERIA FOR AWARDING THE CONTRACT

|  |  |
| --- | --- |
| **Criterion** | **Weight** |
| Price (C) | 90 |
| Quality (Q)Standard SRPS ISO 14001:2015  | 10 |
| Total | 100 |

The contracting authority defined the criteria for awarding the contract based on the price-quality ratio, which are weighted based on the following criteria:

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

 **Price (C):**

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

C = 90 x Lowest offered price/Price from the offer being evaluated

**Quality (Q):** Business operator compliant with the requirements of the standard: - SRPS ISO 14001:2015 – environmental protection management system

If the business entity complies with the requirements of the specified standard, it receives 10 weightings, and if it does not, it receives 0 weightings.

**Other procurement requirements**

Name: Delivery term

Unit of measurement: calendar day

Minimum allowed value: 3 (three) days

Maximum allowed value: 7 (seven) days

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

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

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

#

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

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

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

**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.

# 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

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.

# 7. OFFERED PRICE STRUCTURE FORM

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| No. | NAME: | Eco-productYes/No | Unit of measurement | Provisional quantities | Unit price without VAT | Unit price with VAT | Total without VAT | Total with VAT | Name of offered product/ name of the manufacturer. |
| 1. | Detergent for machine washing  |  | kg | 10 |  |  |  |  |  |
| 2. | Detergent for machine washing |  | kg | 10 |  |  |  |  |  |
| 3. | Laundry softener |  | l  | 10 |  |  |  |  |  |
| 4. | Products for removing stains and bleaching laundry  |  | l  | 10 |  |  |  |  |  |
| 5. | Products for removing stains from coloured laundry |  | l  | 10 |  |  |  |  |  |
| 6. | Detergent for hand dishwashing  |  | l  | 10 |  |  |  |  |  |
| 7. | Tablets for machine washing |  | pack | 10 |  |  |  |  |  |
| 8. | Dishwasher salt |  | kg | 10 |  |  |  |  |  |
| 9. | Dishwasher rinsing product |  | l  | 10 |  |  |  |  |  |
| 10. | Liquid for washing sanitary ware |  | l  | 10 |  |  |  |  |  |
| 11. | Parquet cleaning product  |  | l  | 10 |  |  |  |  |  |
| 12. | Products for cleaning ceramic floors  |  | l  | 10 |  |  |  |  |  |
| 13. | Furniture cleaning product |  | l  | 10 |  |  |  |  |  |
| 14. | Detergent for washing the oven |  | l  | 10 |  |  |  |  |  |
| 15. | Powder abrasive |  | kg | 10 |  |  |  |  |  |
| 16. | Abrasive agent (cream)  |  | l  | 10 |  |  |  |  |  |
| 17. | Liquid for washing glass surfaces (with or without pump)  |  | l  | 10 |  |  |  |  |  |
| 18. | Detergent for washing the oven |  | l  | 10 |  |  |  |  |  |
| 19. | Descaling product |  | l  | 10 |  |  |  |  |  |
| 20. | Surface degreaser |  | l  | 10 |  |  |  |  |  |
| 21. | Hydrochloric acid, max. 20% for sanitary block |  | l  | 10 |  |  |  |  |  |
| 22. | Sponge dishcloth |  | pcs | 10 |  |  |  |  |  |
| 23. | Cobweb brush with telescopic handle (duster)  |  | pcs | 10 |  |  |  |  |  |
| 24. | Brush with a short handle and spatula PVC |  | pcs | 10 |  |  |  |  |  |
| 25. | Glass cleaning cloth |  | pcs | 10 |  |  |  |  |  |
| 26. | Household gloves |  | pcs | 10 |  |  |  |  |  |
| 27. | Liquid hand soap, completely biodegradable  |  | pcs | 10 |  |  |  |  |  |

**TOTAL WITHOUT VAT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**VAT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TOTAL WITH VAT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

In the form of the structure of the offered price, it is necessary to enter the following data:

* whether it is an eco-product. Enter yes or no
* unit price (without VAT);
* unit price (with VAT);
* total value (without VAT);
* total value (with VAT);
* name of offered goods/ name of the manufacturer.

# 8. OFFER PREPARATION COSTS FORM

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

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

**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**

Entered into by and between:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, tax identification number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as: **Contracting Authority)**

and

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from \_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_\_\_\_ no.\_\_\_, tax identification number:\_\_\_\_\_\_\_\_\_\_\_\_\_, registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as: **Supplier**).

*(if a joint offer is submitted, state the requested information for each member of the group of bidders)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

- that the Contracting Authority, in accordance with the Law on Public Procurement ("Official Gazette of the Republic of Serbia" Nos. 91/19 and 92/23), conducted an open public procurement procedure number \_\_\_\_\_\_\_\_, goods – cleaning products, with the aim of concluding a framework agreement with one business operator, for a period of one year;

- that the Contracting Authority made the Decision on the conclusion of the framework agreement number \_\_\_\_ of \_\_\_\_\_\_\_\_\_\_, in accordance with which this framework agreement is concluded between the Contracting Authority and the Supplier;

- that the Supplier submitted Offer no. \_\_\_\_ of \_\_\_\_\_\_\_\_\_ 2024, which forms an integral part of this framework agreement,

- this framework agreement does not represent the obligation of the Contracting Authority to conclude a public procurement contract; The obligation arises by concluding an individual public procurement contract based on a framework agreement,

- that in accordance with Article 152, paragraph 7 of the Obligations that the contracting authorities assume in the public procurement contract must be contracted in accordance with the regulations governing the budget system, i.e., the disposal of financial resources.

**SUBJECT MATTER OF THE FRAMEWORK AGREEMENT**

Article 1

The subject of this agreement is the determination of the conditions under which individual contracts for the public procurement of cleaning products (hereinafter: goods) will be concluded.

The goods that are the subject of this agreement are defined in more detail in the technical specification of the goods, which is attached to this agreement and is an integral part of it.

The quantity of goods from the specification is tentative for the entire period of validity of the Framework Agreement, while the Client will conclude individual contracts in accordance with its needs.

**SUBCONTRACTOR**

Article 2

The Supplier is fully responsible to the customer for the performance of all obligations from the individual contract, including the obligations entrusted to the subcontractor:

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

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

The supplier will hire the specified subcontractor for the execution of the following part of this public procurement contract (by subject or in quantity, value or percentage):

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**VALIDITY OF FRAMEWORK AGREEMENT**

Article 3

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

During the period of validity of this framework agreement, the Contracting Authority enters into the conclusion of one or more individual contracts, with a validity period of no more than one year, at the moment of the need for the goods in question.

**VALUE OF THE FRAMEWORK AGREEMENT**

Article 4

The total value of this framework agreement is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dinars without VAT, i.e., \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dinars with VAT.

The supplier undertakes to deliver the contracted goods at the unit prices from the offered price structure form from the offer, which forms an integral part of this framework agreement.

The price is given at the FCO parity 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 other official data.)*

**METHOD AND CONDITIONS OF CONCLUSION OF INDIVIDUAL CONTRACTS**

Article 5

After concluding the framework agreement, when there is a need for the subject matter goods, the contracting authority will send the Supplier the text of the public procurement contract for the purpose of concluding the contract. Along with the text of the contract, the Contracting Authority will submit to the Supplier the specification of the goods to be delivered.

The supplier is obliged to deliver the signed public procurement contract to the client within a maximum of 5 (five) days from the date of delivery.

When concluding individual contracts, essential conditions from the 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.

**METHOD AND CONDITIONS OF PAYMENT**

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 Record of 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 RS, Nos. 44/2021, 129/2021 and 138/22).

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.

**DEADLINE, PLACE AND CONDITIONS OF DELIVERY**

Article 7

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

The deadline for delivery is \_\_\_\_\_\_\_\_\_\_\_\_ days from the receipt of the written request for delivery. (minimum 3 (three), maximum 7 (seven) days. Reserve criterion for contract award).

Products are delivered in the set of the Contracting Authority in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter the city, address where the warehouse is located*).

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

Goods that are the subject of public procurement must meet all conditions prescribed by the current Law on Items of General Use (“Official Gazette of the Republic of Serbia”, Nos. 25/2019 and 14/2022), Rulebook on Conditions Regarding the Healthiness of Items of General Use which can be put into circulation ("Official Gazette of the SFRY" No. 26/83, 61/84, 56/86, 50/89, 18/91, "Official Gazette of the Republic of Serbia”, No. 60/2019 - as amended and 78/2019 - as amended) and the Rulebook on cosmetic products ("Official Gazette of the Republic of Serbia”, No. 60/2019).

Upon conclusion of the individual contract, for all the goods that are the subject of procurement, no later than 3 (three) days before the planned first delivery of the goods, the Supplier is obliged to submit copies of the Health and Hygiene Report to the Contracting Authority (original or certified copies of the Report submitted for inspection), which is not older than 6 (six) months from the moment of delivery, which were issued by a laboratory accredited by ATS, proving that the products are healthy and safe for use, with the date of manufacture on the product at the first delivery must match the date of manufacture specified in the Health and Hygiene Report.

An accredited laboratory means a laboratory accredited by the Accreditation Body of Serbia for issuing laboratory reports.

In the event that for each of the contracted goods, copies of the Health and Hygiene Report (original or certified copies of the Report submitted for review), which is not older than 6 (six) months from the moment of delivery, have been submitted, which proves that the product is healthy and safe for use, the Contracting Authority will inform the Supplier about the date and time of delivery of the goods. Otherwise, the Contracting Authority will send a request to the Supplier to eliminate the deficiencies and set a deadline for action. After completing the health and hygiene report, the Contracting Authority will inform the Supplier about the date and time of delivery of the goods.

If the Supplier does not submit a copy of the Health and Hygiene Report (original or certified copy of the Report submitted for review), which is not older than 6 (six) months from the moment of delivery, which proves that the product is healthy and safe, even by the new deadline for use, the Contracting Authority reserves the right to terminate the contract and cash in the means of financial security for the fulfilment of contractual obligations under the concluded contract.

Article 8

# During the implementation of the contract, the customer is authorized to use an accredited\* laboratory

# carry out a sample test of the delivered goods. In the event that at least two laboratory test results show that the tested sample/s\*\* are not healthy and hygienically correct, i.e., if they do not meet the agreed quality of the goods, the customer reserves the right to unilaterally cancel the contract, with a notice period of at least 10 (ten) days. In the aforementioned case, the contracting authority will activate the means of financial security for the good performance of the work delivered on the basis of the concluded contract.

# In the event that the results of the laboratory test show that the tested sample/s are not healthy and hygienic, that is, if they do not meet the agreed quality of the goods, the Supplier is obliged to compensate the customer for the costs incurred during the testing of the samples.

# \*Accredited laboratory means a laboratory accredited by the Accreditation Body of Serbia for issuing laboratory reports.

# \*\* Sampling refers to samples of goods delivered in at least two deliveries, per basis

# two consecutively concluded individual contracts.

**QUANTITATIVE AND QUALITATIVE RECEIPT**

Article 9

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

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

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

# The minutes of the quantitative and qualitative receipt of the goods and the delivery note are the basis for issuing the invoice.

# During the quantitative and qualitative acceptance, the commission 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.

# In the event that the Commission for Quantitative and Qualitative Acceptance determines that the quality of the delivered goods does not correspond to the contract, it does not draw up the Minutes of Quantitative and Qualitative Acceptance, but rather draws up and signs a Complaint Minutes, in which the defects are stated.

#

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

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

Article 10

In the case of hidden defects (deficiencies), which could not be observed when receiving the goods, the Contracting Authority will draw up a complaint record and deliver it without delay, and at the latest within 8 (eight) days, from the day of discovery of the hidden defects (deficiencies), to the Supplier.

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

**CONTRACTUAL PENALTY**

Article 11

If, in accordance with this public procurement contract, the Supplier is late in fulfilling its obligations from Article 7, paragraph 2, Article 9, paragraph 6, and Article 10, paragraph 2 of this contract, it is obliged to pay the Ordering Party an amount of 1% of the contracted value without VAT, if the individual delivery is delayed due to his own fault, with the fact that the total amount of the contractual penalty cannot exceed 10% of the 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.

**CHANGE OF CONTRACTED GOODS FOR OBJECTIVE AND PROVABLE REASONS**

Article 12

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 Offered Price Structure Form 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 Contracting Authority determines whether the price of the new good can be higher than the originally offered price)*

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, as well as to provide the Client with copies of the report on health and hygiene (original or certified copies of the report submitted for inspection), which is not older than 6 (six) months from the moment of delivery, which proves that the product is healthy and safe for use, issued by a laboratory accredited by the ATS, which proves that the goods are healthy and safe for use, whereby the production date on the product at the first delivery must match the production date of that product specified in the Health and Hygiene Report.

**FINANCIAL SECURITY INSTRUMENTS**

Article 13

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

The supplier undertakes to submit the original blank promissory note as security for the fulfilment of contractual obligations from the framework agreement within 7 (seven) days from the date of conclusion of 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 and should be certified by seal and signed by a person authorised to represent with the original signature (not a facsimile). The promissory note must be accompanied by a properly completed and certified original promissory note - bill of exchange authorisation, with the "no protest" clause, in the name of fulfilment of contractual obligations from the framework agreement, addressed to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the amount of 3% of the value of the framework agreement without calculated VAT, with cleaning a validity period of at least 30 (thirty) days longer than the expiration of the validity of the framework agreement, and a confirmation of the registration of the bill of exchange (listing from the NBS website, as proof that the bill of exchange is registered). The bill of exchange must be accompanied by a copy of the certified OP form and a copy of the card of deposited signatures, issued by the commercial bank specified by the 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 promissory note and promissory note - authorisation must be identical with the signature or signatures from the card of deposited signatures.

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 the contractual obligations of the Supplier, the means of financial security for the fulfilment of obligations from the framework agreement will be returned at the request of the Supplier.

Article 14

**Means of financial security for the fulfilment of contractual obligations from an individual contract**

If the value of an individual contract is 500,000.00 dinars or less than 500,000.00 dinars without calculated VAT, the Supplier does not provide financial security for the fulfilment of contractual obligations for individual contracts.

If the value of the individual contract is greater than 500,000.00 dinars without calculated VAT, the Supplier is obliged to deliver to the individual customer an original blank promissory note within 7 (seven) days from the date of conclusion of the individual contract.

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 certified by seal and signed by a person authorised to represent with the original signature (not a facsimile). The bill of exchange must be accompanied by a properly completed and certified original bill of exchange letter - authorization, with a "no protest" clause, addressed to the Ordering Party, in the name of fulfilment of contractual obligations and in the amount of 10% of the total contracted value without calculated VAT, with a validity period at least 30 (thirty) days longer than the expiration of the contractual obligation in its entirety and confirmation of the registration of the bill of exchange (listing from the NBS website, as proof that the bill of exchange is registered). The bill of exchange must be accompanied by a copy of the certified OP form and a copy of the card of deposited signatures, issued by the commercial bank specified by the 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 promissory note and promissory note - authorisation must be identical with the signature or signatures from the card of deposited signatures.

In the event that the Supplier does not perform its contractual obligations in accordance with the concluded individual contract, performs them partially, is late with the performance of the contractual obligations, or if it hires a subcontractor contrary to Article 161 of the Law on Public Procurement, the Contracting Authority shall activate the specified means of financial security. Of the Law on Public Procurement, the individual contracting authority will activate the specified means of financial security.

If the deadlines for the execution of contractual obligations change during the duration of the framework agreement or individual contract, the validity of the means of financial security for the fulfilment of the contractual obligations must be extended.

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

**FORCE MAJEURE**

Article 15

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.

**SPECIAL AND FINAL PROVISIONS**

Article 16

For everything that is not regulated by this framework agreement, the provisions of the law that regulate obligation relations, as well as other regulations that regulate this matter, will be applied.

The parties to the agreement agree to settle all disputed issues related to the implementation of the framework agreement by agreement, otherwise the court in \_\_\_\_\_\_\_\_\_\_\_\_ is competent.

Article 17

This framework agreement is concluded in 4 (four) identical copies of which 2 (two) belong to each party in the framework agreement.

**CONTRACTING AUTHORITY SUPPLIER**

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

# 9. CONTRACT MODEL

Entered into by and between:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, tax identification number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as: **Contracting Authority**)

and

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from \_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_\_\_\_ no.\_\_\_, tax identification number:\_\_\_\_\_\_\_\_\_\_\_\_\_, registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as: **Supplier**).

*(if a joint offer is submitted, state the requested information for each member of the group of bidders)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **The parties to the contract agree:**

* that the Contracting Authority conducted an open procedure for the public procurement of goods: Cleaning products, Public Procurement \_\_\_\_\_\_\_\_\_\_
* - that the Supplier submitted the Offer, number \_\_\_\_\_\_\_, in all respects in accordance with the Tender documentation.
* - that the Contracting Authority awarded the contract to the Supplier in accordance with the Law on Public Procurement (“Official Gazette of the Republic of Serba”, Nos. 91/2019 and 92/23).
* in accordance with Article 152, paragraph 7 of the Obligations that the contracting authorities assume in the public procurement contract must be contracted in accordance with the regulations governing the budget system, i.e., the disposal of financial resources.

**SUBJECT-MATTER OF THE AGREEMENT**

Article 1

The subject of this contract are cleaning products (hereinafter referred to as: goods).

The goods that are the subject of this agreement are defined in more detail in the technical specification of the goods, which is attached to this agreement and is an integral part of it.

**SUBCONTRACTOR**

Article 2

The Supplier is fully responsible to the customer for the performance of all obligations from this contract, including the obligations entrusted to the subcontractor:

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

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

The supplier will hire the specified subcontractor for the execution of the following part of this public procurement contract (by subject or in quantity, value or percentage):

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**CONTRACT VALUE**

Article 3

The total value of the agreement is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dinars without VAT, i.e., \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dinars with VAT.

The supplier undertakes to deliver the contracted goods at the unit prices from the offered price structure form from the offer, which forms an integral part of this framework agreement.

The price is given at the FCO parity 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 other official data.)*

**METHOD AND CONDITIONS OF PAYMENT**

Article 4

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 Record of 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 RS, Nos. 44/2021, 129/2021 and 138/22).

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.

**DEADLINE, PLACE AND CONDITIONS OF DELIVERY**

Article 5

The delivery deadline is \_\_\_\_\_\_\_\_\_\_\_\_ days from the receipt of the written request for delivery (minimum 3 (three), maximum 7 (seven) days. Reserve criterion for contract award).

Products are delivered in the set of the Contracting Authority in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter the city, address where the warehouse is located*).

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

Goods that are the subject of public procurement must meet all conditions prescribed by the current Law on Items of General Use (“Official Gazette of the Republic of Serbia”, Nos. 25/2019 and 14/2022), Rulebook on Conditions Regarding the Healthiness of Items of General Use which can be put into circulation ("Official Gazette of the SFRY" No. 26/83, 61/84, 56/86, 50/89, 18/91, "Official Gazette of the Republic of Serbia”, No. 60/2019 - as amended and 78/2019 - as amended) and the Rulebook on cosmetic products ("Official Gazette of the Republic of Serbia”, No. 60/2019).

Upon conclusion of the individual contract, for all the goods that are the subject of procurement, no later than 3 (three) days before the planned first delivery of the goods, the Supplier is obliged to submit copies of the Health and Hygiene Report to the Contracting Authority (original or certified copies of the Report submitted for inspection), which is not older than 6 (six) months from the moment of delivery, which were issued by a laboratory accredited by ATS, proving that the products are healthy and safe for use, with the date of manufacture on the product at the first delivery must match the date of manufacture specified in the Health and Hygiene Report.

An accredited laboratory means a laboratory accredited by the Accreditation Body of Serbia for issuing laboratory reports.

In the event that for each of the contracted goods, copies of the Health and Hygiene Report (original or certified copies of the Report submitted for review), which is not older than 6 (six) months from the moment of delivery, have been submitted, which proves that the product is healthy and safe for use, the Contracting Authority will inform the Supplier about the date and time of delivery of the goods. Otherwise, the Contracting Authority will send a request to the Supplier to eliminate the deficiencies and set a deadline for action. After completing the health and hygiene report, the Contracting Authority will inform the Supplier about the date and time of delivery of the goods.

If the Supplier does not submit a copy of the Health and Hygiene Report (original or certified copy of the Report submitted for review), which is not older than 6 (six) months from the moment of delivery, which proves that the product is healthy and safe, even by the new deadline for use, the Contracting Authority reserves the right to terminate the contract and cash in the means of financial security for the fulfilment of contractual obligations under the concluded contract.

Article 6

# During the implementation of the contract, the customer is authorized to use an accredited\* laboratory

# carry out a sample test of the delivered goods. In the event that at least two laboratory test results show that the tested sample/s\*\* are not healthy and hygienically correct, i.e., if they do not meet the agreed quality of the goods, the customer reserves the right to unilaterally cancel the contract, with a notice period of at least 10 (ten) days. In the aforementioned case, the contracting authority will activate the means of financial security for the good performance of the work delivered on the basis of the concluded contract.

# In the event that the results of the laboratory test show that the tested sample/s are not healthy and hygienic, that is, if they do not meet the agreed quality of the goods, the Supplier is obliged to compensate the customer for the costs incurred during the testing of the samples.

# \*Accredited laboratory means a laboratory accredited by the Accreditation Body of Serbia for issuing laboratory reports.

# \*\* Sampling refers to samples of goods delivered in at least two deliveries, per basis

# two consecutively concluded individual contracts.

**QUANTITATIVE AND QUALITATIVE RECEIPT**

Article 7

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

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

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

# The minutes of the quantitative and qualitative receipt of the goods and the delivery note are the basis for issuing the invoice.

# During the quantitative and qualitative acceptance, the commission 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.

# In the event that the Commission for Quantitative and Qualitative Acceptance determines that the quality of the delivered goods does not correspond to the contract, it does not draw up the Minutes of Quantitative and Qualitative Acceptance, but rather draws up and signs a Complaint Minutes, in which the defects are stated.

#

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

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

Article 8

In the case of hidden defects (deficiencies), which could not be observed when receiving the goods, the Customer will draw up a complaint record and deliver it without delay, and at the latest within 8 days, from the day of discovery of the hidden defects (deficiencies), to the Supplier (e-mail).

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

**CONTRACTUAL PENALTY**

Article 9

If, in accordance with this public procurement contract, the Supplier is late in fulfilling its obligations from Article 5, paragraph 1, Article 7, paragraph 7, and Article 8, paragraph 2 of this contract, it is obliged to pay the Ordering Party an amount of 1% of the contracted value without VAT, if the individual delivery is delayed due to his own fault, with the fact that the total amount of the contractual penalty cannot exceed 10% of the 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.

**CHANGE OF CONTRACTED GOODS FOR OBJECTIVE AND PROVABLE REASONS**

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 Offered Price Structure Form 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 Contracting Authority determines whether the price of the new good can be higher than the originally offered price)*

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, as well as to provide the Client with copies of the report on health and hygiene (original or certified copies of the report submitted for inspection), which is not older than 6 (six) months from the moment of delivery, which proves that the product is healthy and safe for use, issued by a laboratory accredited by the ATS, which proves that the goods are healthy and safe for use, whereby the production date on the product at the first delivery must match the production date of that product specified in the Health and Hygiene Report.

**FINANCIAL SECURITY INSTRUMENTS**

Article 11

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

The supplier is obliged to deliver the original blank promissory note to the customer within 7 (seven) days from the date of conclusion of the individual contract.

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 certified by seal and signed by a person authorised to represent with the original signature (not a facsimile). The bill of exchange must be accompanied by a properly completed and certified original bill of exchange letter - bill of exchange authorisation, with a "no protest" clause, addressed to the Ordering Party, in the name of fulfilment of contractual obligations and in the amount of 10% of the total contracted value without calculated VAT, with a validity period at least 30 (thirty) days longer than the expiration of the contractual obligation in its entirety and confirmation of the registration of the bill of exchange (listing from the NBS website, as proof that the bill of exchange is registered). The bill of exchange must be accompanied by a copy of the certified OP form and a copy of the card of deposited signatures, issued by the commercial bank specified by the 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 promissory note and promissory note - authorisation must be identical with the signature or signatures from the card of deposited signatures.

In the event that the Supplier does not perform its contractual obligations in accordance with the concluded individual contract, performs them partially, is late with the performance of the contractual obligations, or if it hires a subcontractor contrary to Article 161 of the Law on Public Procurement, the Contracting Authority shall activate the specified means of financial security. Of the Law on Public Procurement, the contracting authority will activate the specified means of financial security.

If the deadlines for the execution of contractual obligations change during the duration of the framework agreement or individual contract, the validity of the means of financial security for the fulfilment of the contractual obligations must be extended.

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

**FORCE MAJEURE**

Article 12

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.

**TERM OF VALIDITY OF THE AGREEMENT**

Article 13

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.

**SPECIAL AND FINAL PROVISIONS**

Article 14

For everything that is not regulated by this framework agreement, the provisions of the law that regulate obligation relations, as well as other regulations that regulate this matter, will be applied.

The parties to the contract agree to resolve all disputed issues related to the implementation of the contract by agreement, otherwise the court in \_\_\_\_\_\_\_\_\_\_\_\_ is competent.

Article 15

This contract is concluded in 4 (four) identical copies, of which 2 (two) belong to each party to the contract.

**CONTRACTING AUTHORITY SUPPLIER**

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

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# 10. INSTRUCTION TO BIDDERS ON HOW TO PREPARE AN OFFER

**Data on the contracting authority:**

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

**Basic information about the procedure**

|  |  |
| --- | --- |
| Name of the procedure: | **Cleaning products** |
| 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)*

The Contracting Authority applies the technique of framework agreement.

**Description of subject matter / lot**

**Cleaning products**

**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 he registered on the Portal.

**Preparation and submission of bids/applications**

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

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

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

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

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

A detailed instruction on preparing an offer via the Portal:

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

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

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

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

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

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

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

More about forming a group of economic operators:

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

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

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

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

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

**Preparation of bid/application with subcontractor**

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

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

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

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

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

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

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

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

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

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

* 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;
* Product samples in original packaging with declaration;
* In the event that the product declaration does not contain all the data essential for evaluating the fulfilment of the required technical characteristics of the product, the business entity can prove the required technical characteristics by submitting in the offer a corresponding Report issued by an accredited laboratory and/or scanned product specifications, signed by of the manufacturer of the product and/or scanned Declaration of the manufacturer of the offered product, signed by the manufacturer and/or safety data sheet (MSDS).
* If the business operator offers a good of imported origin, in the event that the product declaration does not contain all the data essential for evaluating the fulfilment of the required technical characteristics of the product, the business entity can prove the required technical characteristics by submitting a scanned Declaration of the importer given under full material and criminal liability, signed by the importer.
* Evidence proving the possession of ecological characteristics or evidence of the possession of eco-labels.

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 Law can be determined with certainty that it is opening for the first time.

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

*(Portal withdraws the stated data)*

With a note:

Part of the bid/application for public procurement: *(Procurement of cleaning products)*

DO NOT OPEN

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

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

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

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

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

**Filling in the bid form**

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

**Other procurement requirements:**

**Method and deadline for delivery:**

# The delivery deadline is a minimum of 3 (three), and a maximum of 7 (seven) days from the day of receipt of the written request for delivery.

**Place of delivery:**

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

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

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

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

**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 Record of 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 RS, Nos. 44/2021, 129/2021 and 138/22).

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**

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

The supplier undertakes to submit the original blank promissory note within 7 (seven) days from the date of conclusion of 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 and should be certified by seal and signed by a person authorised to represent with the original signature (not a facsimile). The promissory note must be accompanied by a properly completed and certified original promissory note - bill of exchange authorisation, with the "no protest" clause, in the name of fulfilment of contractual obligations from the framework agreement, addressed to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the amount of 3% of the value of the framework agreement without calculated VAT, with shorter a validity period of at least 30 (thirty) days longer than the expiration of the validity of the framework agreement, and a confirmation of the registration of the bill of exchange (listing from the NBS website, as proof that the bill of exchange is registered). The bill of exchange must be accompanied by a copy of the certified OP form and a copy of the card of deposited signatures, issued by the commercial bank specified by the 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 promissory note and promissory note - authorisation must be identical with the signature or signatures from the card of deposited signatures.

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 the contractual obligations of the Supplier, the means of financial security for the fulfilment of obligations from the framework agreement will be returned at the request of the Supplier.

**Means of financial security for the fulfilment of contractual obligations from an individual contract**

If the value of an individual contract is 500,000.00 dinars or less than 500,000.00 dinars without calculated VAT, the Supplier does not provide financial security for the fulfilment of contractual obligations for individual contracts.

If the value of the individual contract is greater than 500,000.00 dinars without calculated VAT, the Supplier is obliged to deliver to the individual customer an original blank promissory note within 7 (seven) days from the date of conclusion of the individual contract.

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 certified by seal and signed by a person authorised to represent with the original signature (not a facsimile). The bill of exchange must be accompanied by a properly completed and certified original bill of exchange letter - bill of exchange authorisation, with a "no protest" clause, addressed to the Ordering Party, in the name of fulfilment of contractual obligations and in the amount of 10% of the total contracted value without calculated VAT, with a validity period at least 30 (thirty) days longer than the expiration of the contractual obligation in its entirety and confirmation of the registration of the bill of exchange (listing from the NBS website, as proof that the bill of exchange is registered). The bill of exchange must be accompanied by a copy of the certified OP form and a copy of the card of deposited signatures, issued by the commercial bank specified by the 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 promissory note and promissory note - authorisation must be identical with the signature or signatures from the card of deposited signatures.

In the event that the Supplier does not perform its contractual obligations in accordance with the concluded individual contract, performs them partially, is late with the performance of the contractual obligations, or if it hires a subcontractor contrary to Article 161 of the Law on Public Procurement, the Contracting Authority shall activate the specified means of financial security. Of the Law on Public Procurement, the individual contracting authority will activate the specified means of financial security.

If the deadlines for the execution of contractual obligations change during the duration of the framework agreement or individual contract, the validity of the means of financial security for the fulfilment of the contractual obligations must be extended.

Upon fulfilment of contractual obligations of the Supplier, the security for the fulfilment of agreed 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: National Commission).

**Applying for protection of rights electronically**

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

Steps:

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

**Precise information about the period(s) for the protection of rights**

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

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

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

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

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

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

The fee is 120,000 dinars.