TENDER DOCUMENTATION MODEL OPEN PROCEDURE

Public procurement of services -

**Translation services**

**The subject of public procurement formed by parties**

**Technique: Framework agreement**

## TABLE OF CONTENTS:

|  |  |
| --- | --- |
| 1 | General information on the subject matter of procurement |
| 2 | Type, technical characteristics (specifications), quality, quantity and description of goods, method of control and quality assurance  quality, term of performance of services, place of service performance, possible additional services, etc |
| 3 | Criteria for qualitative selection of the economic operator (grounds for exclusion and criteria for selection of the economic operator), with instructions on  how to prove the fulfilment of these criteria |
| 4 | Data regarding the criteria for awarding the framework agreement |
| 5 | Data on the basis of which the bidders prepare the bid form |
| 6 | Data on the basis of which the bidders prepare the bid form  for qualitative selection of the economic operator |
| 7 | Offered price structure form, for each lot |
| 8 | Form of bid preparation costs |
| 9 | Model framework agreement/purchase order, for each lot |
| 10 | Instruction to bidders on how to prepare a bid |

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

1. **Name:** Translation services

**Lot 1:** Text translation services, name and designation from the general procurement dictionary: text translation services–79530000-8;

**Lot 2:** Interpreting services, name and designation from the general procurement dictionary: interpreting services–79540000-1;

## Type of procurement subject matter: Services

**Description:** The public procurement procedure 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 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, paragraphs 3 and 7 of the PPL), etc.)

# 2. TYPE, TECHNICAL CHARACTERISTICS (SPECIFICATIONS), QUALITY, QUANTITY AND DESCRIPTION OF GOODS, METHOD OF CONTROL AND ASSURANCE OF QUALITY CONTROL, DEADLINE AND PLACE OF EXECUTION

# EXECUTION OF SERVICES, POSSIBLE ADDITIONAL SERVICES ETC.

**LOT 1**

The subject matter of lot 1 is services of written translation of texts from Serbian to English and vice versa. (*The Contracting Authority determines the languages ​​depending on its needs*).

In the case of a written translation of a text, the calculation page is a page of the translated text of 1,800 characters, including the spaces between words.

The minimum volume of work per working day is 5 pages. (*the minimum scope of work is determined depending on the contracting authority's needs for text translation services*)

Services are provided successively and according to the needs of the Contracting Authority. For each specific service, the Contracting Authority issues a purchase order, which it delivers to the Service Provider electronically or by mail. Along with the purchase order, the Contracting Authority submits to the Service Provider the document(s) that need to be translated. The service provider undertakes to perform the services in question in accordance with the issued purchase order and within the deadline specified in the purchase order, with the fact that the deadline cannot be shorter than two working days from the date of delivery of the document for translation.In the case of the need for an urgent translation ("today for tomorrow"), which means a translation within 24 hours from the moment the document is delivered to the Service Provider for translation, the Service Provider is obliged to designate a contact person who will be available after the end of the Contracting Authority's working hours.

The text must be proofread.

The quality of the translation must be such that it can be used in the form in which it was delivered without additional formatting, revision, checking and/or correction by the Contracting Authority.

The Bidder is obliged to convert the text sent by the Contracting Authority for translation from PDF, JPG and TIFF formats to Word.

The Bidder is obliged to perform the translation in accordance with the instructions he will receive from the Contracting Authority.

**Quality of services**

The service provider must:

- to know (understand) the original language well, as well as to have a complete command of the Serbian language, above all its syntax, and to translate the text respecting the spelling and grammar rules of the Serbian language;

- to translate the text at the required level. This implies an understanding of the semantic, grammatical, pragmatic, discursive and register features of the text, and the ability to establish equivalence according to all the mentioned features in the text in the Serbian language;

- to recognise in the original language, use and appropriately transfer into the text in the Serbian language the specifics of the culture from which the original language originates;

- to comply with the Manual for the translation of legal acts of the European Union issued by the Office for European Integration of the Republic of Serbia (sixth amended and supplemented edition, 2019);

- to use terms consistently throughout the text being translated, as well as in the thematic corpus of texts;

- to take care of the morphosyntactic regularity of the text in the Serbian language, in accordance with the Normative Grammar of the Serbian Language (Matica srpska, Novi Sad, 2022)

- to take into account the semantic equivalence of the lexicon in the original language and the one used in the translation into the Serbian language;

- to take care of the cohesion and coherence of the translation into the Serbian language,

- to respect the orthographic norm of the Serbian language, i.e., the spelling rules from the Spelling of the Serbian Language (Matica srpska, Novi Sad, 2016) and the Spelling Dictionary of the Serbian Language (Milan Šipka, Prometej, Novi Sad, 2012),

- to ensure that the translation in written form corresponds most closely to the given original, both in terms of form and arrangement of content,

- to guarantee professionalism, quality, compliance with deadlines.

**Responsibility for quality**

The service provider is responsible for the quality and is obliged to review the translated text after the translation has been completed and check whether the translation fully corresponds to the original text, as well as whether the agreed quality requirements have been met.

The service provider is obliged to correct any observed errors before delivering the translation to the Contracting Authority.

The service provider is obliged to send the name of the translator who did the translation along with the translation. If the Contracting Authority is not satisfied with the work of a certain translator, it has the right to request the replacement of the translator with a new translator specified in the offer. The service provider can hire a new translator who is not listed in the offer, only on the condition that the Contracting Authority is not satisfied with the work of any of the translators registered and on the condition that the new translators provide evidence of the fulfillment of the defined criteria for the selection of the business entity.

In the event that the Contracting Authority is not satisfied with any of the hired translators, the Contracting Authority will hire a third party to perform the translation at the expense of the Service Provider without his consent and reserves the right to terminate the contract.

**Deadline for service provision:**

The deadline for the execution of the written translation service cannot be shorter than two working days from the day the document is submitted for translation.

The deadline for the execution of the written translation service is determined by the Contracting Authority in each specific case, according to the guaranteed scope of work that the Bidder stated in his offer.

**Place of service provision:**

Text translation services are provided at the place designated by the Bidder, depending on the translation needs.

**LOT 2**

The subject matter of lot 2 is interpretation services, which include simultaneous or consecutive translation from Serbian to English and vice versa. (*The Contracting Authority determines the languages ​​depending on its needs*).

Services are provided successively and according to the needs of the Contracting Authority. For each specific service, the Contracting Authority issues a purchase order, which it delivers to the Service Provider electronically or by mail. The service provider undertakes to perform the services in question in accordance with the issued purchase order and within the period specified in the purchase order.

**Quality of services**

The service provider must:

- to know (understand) the original language well, as well as to have a complete command of the Serbian language;

- to comply with the Manual for the translation of legal acts of the European Union issued by the Office for European Integration of the Republic of Serbia (sixth amended and supplemented edition, 2019);

- to take into account the semantic equivalence of the lexicon in the original language and the one used in the translation into the Serbian language;

- to take care of the cohesion and coherence of the translation into the Serbian language,

- to guarantee professionalism, quality, compliance with deadlines.

**Responsibility for quality**

The service provider is responsible for the quality of the translation.

If the Contracting Authority is not satisfied with the work of a certain translator, it has the right to request the replacement of the translator with a new translator specified in the offer. The service provider can hire a new translator who is not listed in the offer, only on the condition that the Contracting Authority is not satisfied with the work of any of the translators registered and on the condition that the new translators provide evidence of the fulfillment of the defined criteria for the selection of the business entity.

In the event that the Contracting Authority is not satisfied with any of the hired translators, the Contracting Authority will hire a third party to perform the translation at the expense of the Service Provider without his consent and reserves the right to terminate the contract.

**Deadline for service provision:**

Interpreting services are provided within the deadline and at the time determined by the Contracting Authority, depending on the needs for interpreting.

**Place of service provision:**

Interpreting services are provided at the Employer's business premises or at another location if necessary.

## 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

* 1. ***EXCLUSION GROUNDS***

## 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 fulfillment 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 fulfillment 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 economic operator established in another state:

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

## Taxes and contributions

**Legal basis:**

Article 111, paragraph 1, item 2) of the PPL - the Contracting Authority is obliged to exclude an economic operator from the public procurement procedure if the economic operator does not prove that it has paid due taxes and contributions for compulsory social insurance or that it has been granted a deferral of debt payment by a binding agreement or resolution, in accordance with special regulation, including all accrued interest and fines.

## Method of proving the fulfilment of the criteria:

The economic operator is obliged to compile and submit an application through the Portal on the fulfilment of the criteria for qualitative selection of the economic operators, which confirms that there is no ground for exclusion. Prior to making a decision in the public procurement procedure, the Contracting Authority is obliged to request from the bidder who submitted the most economically favourable bid to submit evidence of fulfillment 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.

## 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 the public procurement procedure in the period of the previous two

years up to the date of expiry of the time limit for submission of tenders, i.e., requests, violated applicable obligations in the area of the environmental protection, social and labour law, including collective agreements, and in particular the obligation to disburse the contracted wages, or other compulsory payments, including obligations in accordance with the provisions of the international conventions listed in Annex 8 of the Law on Public Procurement.

## Method of proving the fulfilment of the criteria:

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

## Conflict of interest

## Legal basis:

Article 111, paragraph 1, item 4) of the PPL - the Contracting Authority shall exclude an economic operator from public procurement procedure if if there is a conflict of interest, in terms of the Law on Public Procurement, which cannot be eliminated by other measures.

## Method of proving the fulfilment of the criteria:

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

## Undue influence on the procedure Legal basis:

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

## Method of proving the fulfilment of the criteria:

The economic operator is obliged to compile and submit an application through the Portal on the fulfillment 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.

* 1. ***ECONOMIC OPERATOR SELECTION CRITERIA*** 
     1. **Technical and professional capacity**

**3.2.1.1.** **Educational and professional qualifications**

**Legal basis:**

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

**Additional description of criteria:**

For lot 1 - Text translation services

That the Bidder has an employment relationship or other contractual relationship in accordance with the Labor Law ("Official Gazette of the Republic of Serba”, Nos. 24/2005, 61/2005, 54/2009, 32/2013 and 75/2014, 13/2017- decision of the Constitutional Court, 113/2017 and 95/2018 - authentic interpretation) 6 translators for written translation from English to Serbian and vice versa. (the number of translators is determined by the contracting authority depending on the needs of the specific public procurement)

For lot 2 – Interpreting services

That the Bidder has an employment relationship or other contractual relationship in accordance with the Labour Law ("Official Gazette of the Republic of Serba”, Nos. 24/2005, 61/2005, 54/2009, 32/2013 and 75/2014, 13/2017 - decision of the Constitutional Court, 113/2017 and 95/2018 - authentic interpretation) 2 interpreters(simultaneous and consecutive) from English to Serbian and vice versa. (the number of interpreters is determined by the contracting authority depending on the needs of the specific public procurement)

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

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

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

This criterion is proven by submitting the following documentation:

For lots 1 and 2:

proof of the translator's employment (employment contract, contract on temporary temporary work, etc.) and

- copies of diplomas on completed studies in the scientific field of philological sciences - English language.

Note: One person can be engaged in both written and oral translation.

**3.2.1.2.** **List of services provided**

**Legal basis:**

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

**Additional description of criteria:**

For lot 1 - Text translation services

That the Bidder has translated at least 10 texts from English to Serbian and at least 10 texts from Serbian to English in the period of the previous three years before the deadline for submitting bids. Each text must have at least 30 pages.The calculated page is a page of translated text of 1800 characters, including the space between words. (the number of pages and the number of texts is determined by the contracting authority depending on the characteristics of each specific public procurement)

For lot 2 – Interpreting services

That the Bidder has performed at least 20 interpretation services from English to Serbian and/or from Serbian to English in the period of the previous three years before the deadline for submitting bids. Each interpretation must last at least one hour.

**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 fulfillment of the criteria for qualitative selection of the economic operator.

This criterion is proven by submitting the following documentation:

For lots 1 and 2:

- contracts/orders on services performed and

- confirmations from the ordering parties that the services were performed in all respects in the manner provided for in the contract/order.

**4.** **DATA REGARDING THE CRITERIA FOR AWARDING THE FRAMEWORK AGREEMENT**

**LOT 1 – TEXT TRANSLATION SERVICES**

In the public procurement procedure, the contracting authority assigns a framework agreement to the most economically advantageous offer based on the ratio of the offered price and quality based on the following criteria:

* A - Price – maximum 60 weightings
* B - Quality of engaged staff – a maximum of 30 weightings
* C - Guaranteed volume of work (number of translated accounting pages per working day)
* **A - Price**

Within this criterion for the award of a framework agreement, the total tender price specified in the Tender Form for lot 1 is evaluated.

Weighting is done as follows:

The offer with the lowest total offered price receives a maximum number of weights of 60.

Offers with a higher total offered price without VAT (Higher Price) are evaluated in relation to the offer with the lowest overall offered price without VAT (Lower Price) in such a way that the maximum number of weights of 60 is reduced proportionally to the lowest total offered price without VAT (Lower Price) and more of the total offered price without VAT (Price Increase) according to the following formula, to two decimal places:

A = 60 \* Lowest price / Highest price

* **B - Quality of engaged staff**

Within this criterion for the award of a framework agreement, experience in translating the legal regulations of the European Union in the field of labor law is evaluated. (areas and type of experience are defined by the contracting authority depending on the type of texts to be translated)

Weighting is done in such a way that a certain number of weights are assigned depending on how many translators, who will be engaged in the execution of the services, have experience in the specified field, namely:

|  |  |
| --- | --- |
| B - Number of engaged translators with experience in translating legal regulations of the European Union in the field of labor law Number of weights | Number of weightings |
| None | 0 weightings |
| 1 or 2 translators | 10 weightings |
| 3 or 4 translators | 20 weightings |
| 5 or 6 translators | 30 weightings |

Method of proving this criterion:

In order to evaluate bids based on this criterion for the award of a framework agreement, bidders, in addition to stating the name and surname of the person employed in the bid form, as well as information on whether the person has the required experience, submit a contract on the employment of the person to the bidder with the bid, as well as evidence confirming the required qualifications within the criteria for awarding a framework agreement (certificates from the employer on acquired experience, employment contracts proving the required experience, etc.).

* **C - Guaranteed volume of work (number of translated accounting pages per working day)**

Within this criterion for awarding a framework agreement, the offered scope of work is evaluated, that is, the number of translated accounting pages per working day.

The number of translated accounting pages per working day cannot be less than 5. One translated accounting page means 1,800 characters, including spaces between words.

Weighting is done in such a way as to evaluate the number of translated accounting pages per working day, using the following formula:

C = 10 h OP mon./OPmax.

OP Mon. - the offered scope of work from the offer being evaluated

OP max. – the largest volume of work offered

Note: For each offered guaranteed volume of work that is equal to or greater than 100 translated billing pages per working day, it will be taken when calculating that the volume of work is pon. = 100. If there is an offer with a guaranteed volume of work that is equal to or greater than 100, it will be taken as OPmax = 100 when calculating.

Method of proving this criterion:

In order to assign weights according to this criterion for awarding a framework agreement, the tenderer is obliged to include information on the guaranteed scope of work, i.e., the number of translated accounting pages, in the tender form.

The ranking of bids will be done according to the number of weightings assigned to each bid.

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

**Reserve criteria on the basis of which the framework agreement will be awarded in a situation where there are two or more bids which, after applying the criteria for awarding the framework agreement, are equal:**

In a situation where there are two or more offers with the same number of weights, the contracting authority will select the most favourable offer by choosing the offer of the bidder who offered a shorter delivery time. Urgent text translation is performed no later than within 24 hours from the moment the text is submitted for translation.

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 Contracting Authority 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. The draw will include only those offers that have the same number of weights and the same deadline for the execution of the emergency text translation service. The contracting authority will draw by draw in public, in the presence of bidders, 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.*

**4.** **DATA REGARDING THE CRITERIA FOR AWARDING THE FRAMEWORK AGREEMENT**

**LOT 2 – INTERPRETATION SERVICES**

In the public procurement procedure, the contracting authority assigns a framework agreement to the most economically advantageous offer based on the ratio of the offered price and quality based on the following criteria:

* A - Price – maximum 70 weightings
* B - Quality of engaged staff – a maximum of 30 weightings
* **A - Price**

Within this criterion for the award of a framework agreement, the total tender price specified in the Tender Form for lot 2 is evaluated.

Weighting is done as follows:

The offer with the lowest total offered price receives a maximum number of weights of 70.

Offers with a higher total offered price without VAT (Higher Price) are evaluated in relation to the offer with the lowest overall offered price without VAT (Lower Price) in such a way that the maximum number of weights of 70 is reduced proportionally to the lowest total offered price without VAT (Lower Price) and more of the total offered price without VAT (Price Increase) according to the following formula, to two decimal places:

A = 70 \* Lowest price / Highest price

* **B - Quality of engaged staff**

Within this criterion for awarding a framework agreement, experience in:

1. Interpreting from English to Serbian of speeches/statements/performances of official representatives of other countries, bodies of the European Union and/or official representatives of international organisations (UN, USAID, UNDOC, UNDP, World Bank, etc.) for the needs of contracting authoritys and other legal faces

and/or

1. in the interpretation from Serbian to English of speeches/statements/appearances of representatives of contracting authorities and other legal entities for the needs of official representatives of the aforementioned authorities and organisations.

(*Types of experience in interpreting are determined by the contracting authority depending on the needs for interpreting*).

Weighting is done in such a way that a certain number of weights are assigned depending on how many translators, who will be engaged in the execution of the services, have the required experience, namely:

|  |  |
| --- | --- |
| B - Number of hired translators with required experience Number of weights | Number of weightings |
| None | 0 weightings |
| 1 translator | 15 weightings |
| 2 translators | 30 weightings |

Method of proving this criterion:

In order to evaluate bids based on this criterion for the award of a framework agreement, bidders, in addition to stating the name and surname of the person employed in the bid form, as well as information on whether the person has the required experience, submit a contract on the employment of the person to the bidder with the bid, as well as evidence confirming the required qualifications within the criteria for awarding a framework agreement (certificates from the employer on acquired experience, employment contracts proving the required experience, etc.).

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

**Reserve criteria on the basis of which the framework agreement will be awarded in a situation where there are two or more bids which, after applying the criteria for awarding the framework agreement, are equal:**

In a situation where there are two or more offers with the same number of weightings, the Contracting Authority will choose the most favorable offer by choosing the offer of the bidder who offered a longer term of validity of the security for good performance.

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 Contracting Authority 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. The draw will include only those offers that have the same number of weights and the same term of validity of the security for good performance. The contracting authority will draw by draw in public, in the presence of bidders, 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. the price and other criteria for awarding the framework agreement, which can be expressed numerically;
5. other procurement requirements, which the contracting authority considers relevant for the conclusion of the framework agreement and which can be expressed numerically;
6. data on the part of the contract that the bidder will entrust to the subcontractor (by subject or in quantity, value or percentage), data on the subcontractor, as well as data that the Contracting Authority will make payments directly to the subcontractor, in case the subcontractor requests direct payment of due receivables;
7. a statement of integrity by which the bidder confirms under full material and criminal responsibility that it submitted its bid independently, without agreement with other bidders or interested persons and to guarantee the accuracy of the data in the bid.

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

## 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 fulfillment 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 fulfillment 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 fulfillment of the criteria the issuers of evidence on the fulfillment 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 fulfillment 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 fulfillment of the criteria for qualitative selection of the economic operator.

1. **OFFERED PRICE STRUCTURE FORM**

**FOR LOT 1**

**TEXT TRANSLATION SERVICES**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Type of service | Unit of measurement | Unit price without VAT | Unit price  with VAT | Provisional [[1]](#footnote-1)quantity | Total price without VAT | Total price with VAT |
| Translation of the text from English  into Serbian and vice versa | Calculation page  (1800 characters, including spaces between words) |  |  | 5,000 calculation  page |  |  |

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

**Instructions for filling out:**

1. In field 3, the Bidder enters the unit price without VAT
2. In field 4, the Bidder enters the unit price with VAT
3. In field 6, the Bidder enters the unit price without VAT
4. In field 7, the Bidder enters the unit price with VAT
5. **OFFERED PRICE STRUCTURE FORM**

**FOR LOT 2**

**INTERPRETATION SERVICES**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Type of service | Unit of measurement | Unit price without VAT | Unit price  with VAT | Provisional [[2]](#footnote-2)quantity | Total price without VAT | Total price with VAT |
| Simultaneous translation from English  into Serbian and vice versa | Hour |  |  | 150 hours |  |  |
| Consecutive translation from English  into Serbian and vice versa | Hour |  |  | 150 hours |  |  |
| Total price | | | | |  |  |

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

**Instructions for filling out:**

1. In field 3, the Bidder enters the unit price without VAT
2. In field 4, the Bidder enters the unit price with VAT
3. In field 6, the Bidder enters the unit price without VAT
4. In field 7, the Bidder enters the unit price with VAT
5. **OFFER PREPARATION COSTS FORM**

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

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

## Note:

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

## Submission of this form is optional.

1. **FRAMEWORK AGREEMENT MODEL**

**FOR LOT 1**

Entered into by and between:

Contracting Authority ..............................................................................

with seat at ............................................, Street .........................................., tax identification number:.......................... Identification/registration number: ........................................

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

Phone number: ............................ Fax:

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

(hereinafter referred to as: Contracting Authority)

and

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

with seat at ............................................, Street .........................................., tax identification number:.......................... Identification/registration number: ........................................

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

Phone: ............................ Fax: ...........................

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

(hereinafter referred to as: Service Provider),

Basis of framework agreement:

PP Number:...................................................

Number and date of the Decision on the conclusion of the framework agreement: ...............................................

Bid of the selected bidder no. \_\_\_\_\_\_ of ...............................

The contracting parties have agreed on the following:

Article 1

- that the Contracting Authority, on the basis of Article 52 of the Law on Public Procurement (“Official Gazette of the Republic of Serbia”, No. 91/19, hereinafter referred to as the Law), carried out the public procurement procedure number ..........., for the public procurement of translation services, for **Lot 1**: text translation services (name and designation from the general procurement dictionary: text translation services–79530000-8).

- that the Service Provider as a Bidder submitted the offer number: \_\_\_\_\_\_\_\_\_\_\_\_from \_\_\_\_\_\_\_\_\_\_\_\_\_\_. year, which fully corresponds to the conditions from the public invitation and specification and is attached to this framework agreement and is an integral part of it;

- that the Contracting Authority based on the Decision on the conclusion of framework agreement no. \_\_\_\_\_\_\_\_from \_\_\_\_\_\_\_\_\_\_, concluded a framework agreement with the Service Provider;

that this framework agreement does not represent an obligation of the Contracting Authority to issue individual purchase orders. The obligation arises by issuing individual purchase orders based on the framework agreement,

- that in accordance with Article 152, paragraph 7 of the Law, 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 2

The Contracting Authority and the Service Provider agree that the subject of this framework agreement is the procurement of written translation services from English to Serbian and vice versa, with proofreading.

SUBCONTRACTOR

Article 3

In the event that the Service Provider entrusts the execution of part of individual purchase orders to a subcontractor:

The service provider is fully responsible to the Contracting Authority for the performance of all obligations from the individual purchase order, including the obligations entrusted to the subcontractor:

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

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

The service provider will engage the specified subcontractor for the execution of the following part of the individual purchase order (by subject or in quantity, value or percentage):

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

AGREED PRICE

Article 4

The contracting authority undertakes to pay the service provider compensation for the services from Article 2 of this contract at the prices from the selected offer:

* + - The price for the written translation of the text (from English to Serbian and vice versa) per one billing page is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dinars without VAT, or \_\_\_\_\_\_\_\_\_\_with VAT.

(The calculated page is a page of translated text of 1,800 characters, including spaces between words).

* + The total value of the framework agreement for \_\_\_\_\_\_\_\_\_\_\_\_\_pages (*enter the framework number of calculation pages from the form of the structure of the offered price for Lot 1*) is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_without VAT, or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with VAT.

The unit prices are fixed and cannot be changed during the validity of the contract.

METHOD AND CONDITIONS OF ISSUING INDIVIDUAL ORDERS

Article 5

After concluding the framework agreement, when the need for the services in question arises, the ordering party will issue a purchase order to the Service Provider, which it delivers to the Service Provider electronically or by mail.

Along with the purchase order, the Contracting Authority submits to the Service Provider the document(s) that need to be translated.

The service provider is obliged to confirm receipt of the purchase order no later than within 48 hours from the day of delivery of the purchase order. The service provider delivers the signed purchase order to the Contracting Authority electronically or by mail.

If the Service Provider does not confirm receipt of the purchase order within the specified period, it will be considered that he has rejected the purchase order, after which the Contracting Authority will activate the means of financial security.

The service provider undertakes to perform the services in question in accordance with the issued purchase order and within the deadline specified in the purchase order, with the fact that the deadline cannot be shorter than two working days from the date of delivery of the document for translation.

In the case of the need for an urgent translation ("today for tomorrow"), which means a translation within a maximum of 24 hours \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hours (reserve criterion) from the moment the document is delivered to the Service Provider for translation, the Service Provider is obliged to designate a contact person who will be available after the end of the Contracting Authority's working hours.

When issuing individual orders, essential conditions from the framework agreement (price, delivery date, etc.) must not be changed.

METHOD OF PAYMENT

Article 6

The service provider is obliged to provide the Contracting Authority with the specification and invoice for the service in question within 15 days from the day the service was performed.

The Contracting Authority pays for the service performed on the basis of the invoice issued by the Service Provider, within 45 days from the day of official receipt of the correctly issued invoice, to the account of the Service Provider, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Invoices must be registered and submitted through the electronic invoice system in accordance with the Law on Electronic Invoicing ("Official Gazette of the Republic of Serbia", Nos. 44/2021, 129/2021, 138/2022 and 92/2023).

DURATION OF THE FRAMEWORK AGREEMENT

Article 7

The framework agreement is concluded for a period of one year.

The framework agreement is considered concluded on the day of signing by both contracting parties.

During the period of validity of this framework agreement, the Contracting Authority issues individual purchase orders at the moment of the need for the services in question.

DEADLINE FOR SERVICE EXECUTION

Article 8

The deadline for the execution of the written translation service is determined by the Contracting Authority on the basis of the guaranteed volume of work per working day, which amounts to \_\_\_\_\_\_\_\_\_\_\_ calculated translated pages. (the information is entered from the bidder's offer form for which the framework agreement was concluded).

The deadline for the execution of the written translation service cannot be shorter than two working days from the day the document is submitted for translation.

The deadline for the execution of the urgent translation service is \_\_\_\_\_\_\_\_ hours from the moment the document is submitted for translation. (reserve criterion for awarding a framework agreement).

OBLIGATIONS OF THE SERVICE PROVIDER

Article 9

The service provider must:

- to know (understand) the original language well, as well as to have a complete command of the Serbian language, above all its syntax, and to translate the text respecting the spelling and grammar rules of the Serbian language;

- to translate the text at the required level. This implies an understanding of the semantic, grammatical, pragmatic, discursive and register features of the text, and the ability to establish equivalence according to all the mentioned features in the text in the Serbian language;

- to recognise in the original language, use and appropriately transfer into the text in the Serbian language the specifics of the culture from which the original language originates;

- to comply with the Manual for the translation of legal acts of the European Union issued by the Office for European Integration of the Republic of Serbia (sixth amended and supplemented edition, 2019);

- to use terms consistently throughout the text being translated, as well as in the thematic corpus of texts;

- to take care of the morphosyntactic regularity of the text in the Serbian language, in accordance with the Normative Grammar of the Serbian Language (Matica srpska, Novi Sad, 2022)

- to take into account the semantic equivalence of the lexicon in the original language and the one used in the translation into the Serbian language;

- to take care of the cohesion and coherence of the translation into the Serbian language,

- to respect the orthographic norm of the Serbian language, i.e., the spelling rules from the Spelling of the Serbian Language (Matica srpska, Novi Sad, 2016) and the Spelling Dictionary of the Serbian Language (Milan Šipka, Prometej, Novi Sad, 2012),

- to ensure that the translation in written form corresponds most closely to the given original, both in terms of form and arrangement of content,

- to guarantee professionalism, quality, compliance with deadlines.

Article 10

The service provider is responsible for the quality and is obliged to review the translated text after the translation has been completed and check whether the translation fully corresponds to the original text, as well as whether the agreed quality requirements have been met.

The service provider is obliged to correct any observed errors before delivering the translation to the Contracting Authority.

The service provider is obliged to send the name of the translator who did the translation along with the translation. If the Contracting Authority is not satisfied with the work of a certain translator, it has the right to request the replacement of the translator with a new translator specified in the offer. The service provider can hire a new translator who is not listed in the offer, only on the condition that the Contracting Authority is not satisfied with the work of any of the translators registered and on the condition that the new translators provide evidence of the fulfillment of the defined criteria for the selection of the business entity.

Article 11

The contracting authority retains all copyrights on the translations made.

The service provider has no right to independently distribute translations to third parties.

Article 12

The service provider undertakes to immediately remedy the observed deficiencies in the provision of the written translation service upon the request of the Contracting Authority.

In the event that the deficiencies are not rectified with quality and within certain subsequent deadlines, the Contracting Authority will hire a third party to carry out the translation or remedy the deficiencies at the expense of the Service Provider without his consent and reserves the right to terminate the contract.

FORCE MAJEURE

Article 13

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.

MEANS OF FINANCIAL SECURITY FOR THE FULFILMENT OF OBLIGATIONS FROM THE FRAMEWORK AGREEMENT

Article 14

In order to ensure the fulfillment of the obligations from the concluded framework agreement, the Service Provider is obliged to deliver to the Contracting Authority the original of its own blank promissory note, certified in accordance with the status documentation and signed with the original signature, with a copy of the deposited documents within 7 (seven) days from the date of the conclusion of the framework agreement. signature, issued by the commercial bank that the Service Provider states in the bill of exchange letter - authorization, a copy of the certified OP form, a listing from the NBS website (not a request for registration) as proof that the bill is registered, and the Authorization to fill out and collect the bill, with the clause "without protest", certified in accordance with the status documentation and signed by the original signature of the person who signed the promissory note, addressed to the Contracting Authority, in the amount of 3% of the value of the framework agreement without calculated VAT, with a validity period of at least 30 (thirty) days longer than the expiration validity of the framework agreement.

In case of change of the person authorised to represent the bill of exchange authorisation - the letter remains in force.

The promissory note must be signed with an original signature (a facsimile cannot be used) by the persons authorised to dispose of the funds in the account, which are on the deposit cards of the banks (for collective signing, as on the deposit card, there must be at least two signatories).

The Contracting Authority will activate the means of financial security if the Service Provider does not confirm the receipt of the purchase order in accordance with this framework agreement or does not provide the means of security for the fulfilment of contractual obligations from individual purchase orders issued on the basis of the framework agreement.

Upon fulfilment of the Service Provider's obligations from this framework agreement, the means of financial security for fulfilling the obligations from the framework agreement will be returned to the Service Provider, upon its request.

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.

MEANS OF FINANCIAL SECURITY FOR THE FULFILMENT OF CONTRACTUAL OBLIGATIONS FROM AN INDIVIDUAL ORDERS

Article 15

When delivering the first signed purchase order confirming receipt of the purchase order, the service provider is obliged to deliver to the original Contracting Authority a blank promissory note certified in accordance with the status documentation and signed with the original signature, with a copy of the card of deposited signatures, issued by the commercial bank that the service provider specifies in the promissory note - authorization, a copy of the certified OP form and a listing from the NBS website (not a request for registration) as proof that the bill of exchange is registered and the Authorization for Filling and Collection of Bills of Exchange - a bill of exchange authorization, with the "no protest" clause, certified in accordance with the status documentation and signed with the original signature of the person who signed the promissory note, addressed to the Contracting Authority, for the fulfilment of contractual obligations in the total amount of 10% of the value of the framework agreement without calculated VAT, with a validity period of at least 30 (thirty) days longer than the expiration of the contractual obligation in its entirety.

In case of change of the person authorised to represent the bill of exchange authorisation - the letter remains in force.

The promissory note must be signed with an original signature (a facsimile cannot be used) by the persons authorised to dispose of the funds in the account, which are on the deposit cards of the banks (for collective signing, as on the deposit card, there must be at least two signatories).

In the event that the Service Provider does not perform its contractual obligations in accordance with the issued purchase order, performs them partially, is late in performing the contractual obligations, or if it hires a subcontractor contrary to Article 161 of the Law, the Contracting Authority will activate the specified means of financial security. Law, the contracting authority will activate the specified means of financial security.

Upon fulfillment of the contractual obligations of the Service Provider, the means of financial security for the fulfillment of contractual obligations will be returned at the request of the Service Provider.

TRANSITIONAL AND FINAL PROVISIONS

Article 16

The contracting parties agree that the provisions of the Law on Contracts and Torts will apply to everything that is not regulated by this framework agreement.

Article 17

The contracting parties agree to settle disputes amicably, otherwise the dispute will be settled before the competent court in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

|  |  |
| --- | --- |
| FOR THE CONTRACTING AUTHORITY  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Director | FOR THE SERVICE PROVIDER  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Director |

This Framework Agreement is made in 6 (six) identical copies, of which each Service Provider retains 2 (two) copies, and the Contracting Authority 4 (four).

1. **FRAMEWORK AGREEMENT MODEL**

**FOR LOT 2**

Entered into by and between:

Contracting Authority ..............................................................................

with seat at ............................................, Street .........................................., tax identification number:.......................... Identification/registration number: ........................................

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

Phone number: ............................ Fax:

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

(hereinafter referred to as: …...............),

and

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

with seat at ............................................, Street .........................................., tax identification number:.......................... Identification/registration number: ........................................

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

Phone: ............................ Fax: ...........................

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

(hereinafter referred to as: …...............),

Basis of framework agreement:

PP Number:...................................................

Number and date of the Decision on the conclusion of the framework agreement: ...............................................

Bid of the selected bidder no. \_\_\_\_\_\_ of ...............................

The contracting parties have agreed on the following:

Article 1

- that the Contracting Authority, on the basis of Article 52 of the Law on Public Procurement (“Official Gazette of the Republic of Serbia”, No. 91/19, hereinafter referred to as: the Law), conducted the public procurement procedure number ..........., for the public procurement of translation services, for **Lot 2**: Interpreting services, name and designation from the general procurement dictionary: interpreting services–79540000-1;

- that the Service Provider as a Bidder submitted the offer number: \_\_\_\_\_\_\_\_\_\_\_\_from \_\_\_\_\_\_\_\_\_\_\_\_\_\_, which fully corresponds to the conditions from the public invitation and specification and is attached to this framework agreement and is an integral part of it;

- that the Contracting Authority based on the Decision on the conclusion of framework agreement no. \_\_\_\_\_\_\_\_from \_\_\_\_\_\_\_\_\_\_, concluded a framework agreement with the Service Provider;

that this framework agreement does not represent an obligation of the Contracting Authority to issue individual purchase orders. The obligation arises by issuing individual purchase orders based on the framework agreement,

- that in accordance with Article 152, paragraph 7 of the Law, 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 2

The Contracting Authority and the Service Provider agree that the subject of this framework agreement is the procurement of interpretation services from English to Serbian and vice versa.

SUBCONTRACTOR

Article 3

In the event that the Service Provider entrusts the execution of part of individual purchase orders to a subcontractor:

The service provider is fully responsible to the Contracting Authority for the performance of all obligations from the individual purchase order, including the obligations entrusted to the subcontractor:

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

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

The service provider will engage the specified subcontractor for the execution of the following part of the individual purchase order (by subject or in quantity, value or percentage):

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

AGREED PRICE

Article 4

The contracting authority undertakes to pay the service provider compensation for the services from Article 2 of this contract at the prices from the selected offer:

* + The price for oral translation (from English to Serbian and vice versa) per hour is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dinars without VAT, or \_\_\_\_\_\_\_\_\_\_with VAT.
  + The total value of the framework agreement for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*enter the framework number of hours from the price structure form for Lot 2*) is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_without VAT, or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with VAT.

The unit prices are fixed and cannot be changed during the validity of the contract.

METHOD AND CONDITIONS OF ISSUING INDIVIDUAL ORDERS

Article 5

After concluding the framework agreement, when the need for the services in question arises, the ordering party will issue a purchase order to the Service Provider, which it delivers to the Service Provider electronically or by mail.

The service provider is obliged to confirm receipt of the purchase order no later than within 24 hours from the day of delivery of the purchase order. The service provider delivers the signed purchase order to the Contracting Authority electronically or by mail.

If the Service Provider does not confirm receipt of the purchase order within the specified period, it will be considered that he has rejected the purchase order, after which the Contracting Authority will activate the means of financial security.

The service provider undertakes to perform the services in question in accordance with the issued purchase order and within the period specified in the purchase order.

When issuing individual orders, essential conditions from the framework agreement (price, delivery date, etc.) must not be changed.

METHOD OF PAYMENT

Article 6

The service provider is obliged to provide the Contracting Authority with the specification and invoice for the service in question within 15 days from the day the service was performed.

The Contracting Authority pays for the service performed on the basis of the invoice issued by the Service Provider, within 45 days from the day of official receipt of the correctly issued invoice, to the account of the Service Provider, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Invoices must be registered and submitted through the electronic invoice system in accordance with the Law on Electronic Invoicing ("Official Gazette of the Republic of Serbia", Nos. 44/2021, 129/2021, 138/2022 and 92/2023).

DURATION OF THE FRAMEWORK AGREEMENT

Article 7

The framework agreement is concluded for a period of one year.

The framework agreement is considered concluded on the day of signing by both contracting parties.

During the period of validity of this framework agreement, the Contracting Authority issues individual purchase orders at the moment of the need for the services in question.

OBLIGATIONS OF THE SERVICE PROVIDER

Article 8

The service provider must:

- to know (understand) the original language well, as well as to have a complete command of the Serbian language;

- to comply with the Manual for the translation of legal acts of the European Union issued by the Office for European Integration of the Republic of Serbia (sixth amended and supplemented edition, 2019);

- to take into account the semantic equivalence of the lexicon in the original language and the one used in the translation into the Serbian language;

- to take care of the cohesion and coherence of the translation into the Serbian language,

- to guarantee professionalism, quality, compliance with deadlines.

Article 9

The service provider is responsible for the quality of the translation.

If the Contracting Authority is not satisfied with the work of a certain translator, it has the right to request the replacement of the translator with a new translator specified in the offer. The service provider can hire a new translator who is not listed in the offer, only on the condition that the Contracting Authority is not satisfied with the work of any of the translators registered and on the condition that the new translators provide evidence of the fulfillment of the defined criteria for the selection of the business entity.

Article 10

In the event that the Contracting Authority is not satisfied with any of the hired translators, the Contracting Authority will hire a third party to perform interpretation services at the expense of the Service Provider without his consent and reserves the right to terminate the contract.

FORCE MAJEURE

Article 11

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.

MEANS OF FINANCIAL SECURITY FOR THE FULFILMENT OF OBLIGATIONS FROM THE FRAMEWORK AGREEMENT

Article 12

In order to ensure the fulfillment of the obligations from the concluded framework agreement, the Service Provider is obliged to deliver to the Contracting Authority the original of its own blank promissory note, certified in accordance with the status documentation and signed with the original signature, with a copy of the deposited documents within 7 (seven) days from the date of the conclusion of the framework agreement. signature, issued by the commercial bank that the Service Provider states in the bill of exchange letter - authorization, a copy of the certified OP form, a listing from the NBS website (not a request for registration) as proof that the bill is registered, and the Authorization to fill out and collect the bill, with the clause "without protest", certified in accordance with the status documentation and signed by the original signature of the person who signed the promissory note, addressed to the Contracting Authority, in the amount of 3% of the value of the framework agreement without calculated VAT, with a validity period of at least 30 (thirty) days longer than the expiration validity of the framework agreement.

In case of change of the person authorised to represent the bill of exchange authorisation - the letter remains in force.

The promissory note must be signed with an original signature (a facsimile cannot be used) by the persons authorised to dispose of the funds in the account, which are on the deposit cards of the banks (for collective signing, as on the deposit card, there must be at least two signatories).

The Contracting Authority will activate the means of financial security if the Service Provider does not confirm the receipt of the purchase order in accordance with this framework agreement or does not provide the means of security for the fulfilment of contractual obligations from individual purchase orders issued on the basis of the framework agreement.

Upon fulfilment of the Service Provider's obligations from this framework agreement, the means of financial security for fulfilling the obligations from the framework agreement will be returned to the Service Provider, upon its request.

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 fulfillment of the contractual obligations must be extended.

MEANS OF FINANCIAL SECURITY FOR THE FULFILMENT OF CONTRACTUAL OBLIGATIONS FROM AN INDIVIDUAL ORDERS

Article 13

When delivering the first signed purchase order confirming receipt of the purchase order, the service provider is obliged to deliver to the original Contracting Authority a blank promissory note certified in accordance with the status documentation and signed with the original signature, with a copy of the card of deposited signatures, issued by the commercial bank that the service provider specifies in the promissory note - authorization, a copy of the certified OP form and a listing from the NBS website (not a request for registration) as proof that the bill of exchange is registered and the Authorization for Filling and Collection of Bills of Exchange - a bill of exchange authorisation, with the "no protest" clause, certified in accordance with the status documentation and signed with the original signature of the person who signed the promissory note, addressed to the Contracting Authority, for the fulfilment of contractual obligations in the total amount of 10% of the value of the framework agreement without calculated VAT, with a validity period of at least 30 (thirty) days longer than the expiration of the contractual obligation in its entirety.

In case of change of the person authorised to represent the bill of exchange authorisation - the letter remains in force.

The promissory note must be signed with an original signature (a facsimile cannot be used) by the persons authorised to dispose of the funds in the account, which are on the deposit cards of the banks (for collective signing, as on the deposit card, there must be at least two signatories).

In the event that the Service Provider does not perform its contractual obligations in accordance with the issued purchase order, performs them partially, is late in performing the contractual obligations, or if it hires a subcontractor contrary to Article 161 of the Law, the Contracting Authority will activate the specified means of financial security. Law, the contracting authority will activate the specified means of financial security.

Upon fulfillment of the contractual obligations of the Service Provider, the means of financial security for the fulfillment of contractual obligations will be returned at the request of the Service Provider.

TRANSITIONAL AND FINAL PROVISIONS

Article 14

The contracting parties agree that the provisions of the Law on Contracts and Torts will apply to everything that is not regulated by this framework agreement.

Article 15

The contracting parties agree to settle disputes amicably, otherwise the dispute will be settled before the competent court in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

|  |  |
| --- | --- |
| FOR THE CONTRACTING AUTHORITY  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Director | FOR THE SERVICE PROVIDER  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Director |

This Framework Agreement is made in 6 (six) identical copies, of which each Service Provider retains 2 (two) copies, and the Contracting Authority 4 (four).

**9.** **ORDER MODEL**

**FOR LOT 1**

Contracting Authority: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Service Provider: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Tax identification number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tax identification number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the bank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of the bank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Based on the framework agreement number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of \_\_\_.\_\_\_.\_\_\_\_\_\_\_. year, after the open procedure of public procurement of translation services, for lot 1 - text translation services, JN no. \_\_\_\_\_\_, on the basis of which the Decision on issuing individual purchase order no. \_\_\_\_\_\_\_/ of \_\_\_\_\_\_\_\_ , and your offer no. \_\_\_\_\_\_\_/ of \_\_\_\_\_\_\_\_ year, which forms an integral part of this purchase order, is issued

|  |
| --- |
| **O R D E R no.** |

Under the following conditions:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No. | Description:  Written translation  from English into Serbian | Number of pages | Unit price in RSD without VAT | Total price in RSD without VAT |
|  | *Enter the name of document/s* | *Enter the number of pages for translation* |  |  |
| No. | Description:  Written translation  from Serbian to English | Number of pages | Unit price in RSD without VAT | Total price in RSD without VAT |
| 2. | *Enter the name of document/s* | *Enter the number of pages for translation* |  |  |
| **Total without VAT** | | | |  |

VAT will be calculated in accordance with the applicable legal regulations in the Republic of Serbia.

SERVICE PERFORMANCE DEADLINE: \_\_\_\_\_\_\_\_\_\_\_ days from the date of submission of the document for translation.

Or

DEADLINE FOR EXECUTION OF EMERGENCY TRANSLATION SERVICE: \_\_\_\_\_\_\_\_\_\_\_ hours from the moment of delivery of the document for translation. (the Contracting Authority enters the data from the offer form)

*Note:*

*Instead of a purchase order, the ordering party can prepare a public procurement contract.*

*The framework agreement/purchase order may contain, in addition to or instead of the above provisions, other provisions depending on the specifics of each specific procurement.*

1. **ORDER MODEL**

**FOR LOT 2**

Contracting Authority: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Service Provider: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Tax identification number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tax identification number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of the bank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of the bank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Based on the framework agreement number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of \_\_\_.\_\_\_.\_\_\_\_\_\_\_. year, after the open procedure of public procurement of translation services, for lot 2 - text translation services, JN no. \_\_\_\_\_\_, on the basis of which the Decision on issuing individual purchase order no. \_\_\_\_\_\_\_/ of \_\_\_\_\_\_\_\_ , and your offer no. \_\_\_\_\_\_\_/ of \_\_\_\_\_\_\_\_ year, which forms an integral part of this purchase order, is issued

|  |
| --- |
| **O R D E R no.** |

Under the following conditions:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No. | Description:  Interpreting from English to Serbian | Number of hours | Unit price in RSD without VAT | Total price in RSD without VAT |
|  | *Enter the subject-matter of translation* | *Enter the number of hours* |  |  |
| No. | Description:  Interpreting from Serbian to English | Number of hours | Unit price in RSD without VAT | Total price in RSD without VAT |
| 1. | *Enter the subject-matter of translation* | *Enter the number of hours* |  |  |
| **Total without VAT** | | | |  |

VAT will be calculated in accordance with the applicable legal regulations in the Republic of Serbia.

The interpretation service is performed on\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_ (specify the place) for \_\_\_\_\_\_\_\_\_\_\_ hours (*the Contracting Authority enters the necessary data*).

METHOD AND TERM OF PAYMENT: in accordance with the Framework Agreement.

*Note:*

*Instead of a purchase order, the ordering party can prepare a public procurement contract.*

*The framework agreement/purchase order may contain, in addition to or instead of the above provisions, other provisions depending on the specifics of each specific procurement.*

## 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: |  |
| Reference number: | *(Portal withdraws the stated data)* |
| Type of procedure: | **Open procedure** |
| Type of procurement subject matter: | **Services** |
| Description: | *(Portal withdraws the stated data)* |
| Deadline for submission: | *(Portal withdraws the stated data)* |

Characteristics of the public procurement procedure: framework agreement technique

## Description of subject matter / lot

## 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

## on the procedure page:

### 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 contrating 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 fulfillment 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/she registered on the Portal.

## Preparation and submission of bids/applications

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

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

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

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

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

A detailed instruction on preparing an offer via the Portal:

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

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

**Language in which offers/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 fulfillment of the criteria for qualitative selection of the economic operator.

## Preparation of bid/application with subcontractor

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

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

1. data on the subcontractor *(name of the subcontractor, address, identification number, tax identification number, name of the contact person).*
2. information on the part of the contract that will be entrusted to the subcontractor *(by subject matter or in quantity, value or percentage).*
3. data whether the subcontractor requires the Contracting Authority to pay to it directly the due claims for the part of the contract which 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 (not a mandatory document),

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

## - Model framework agreement/purchase order;

## Evidence of the criteria for awarding the framework agreement, for lots 1 and 2:

## Employment contracts for translators and

## Evidence of employment (employer's certificates of acquired experience, employment contracts, etc.).

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

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

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

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

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

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

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

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

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

*(Portal withdraws the stated data)*

With a note:

Part of the bid/application for public procurement: *(Translation services)*

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.

## Application of the draw

If, after the ranking based on the award criteria and reserve criteria, it is not possible to make a decision on concluding the framework agreement, the Contracting Authority will conclude the framework agreement with the bidder who will be drawn by lot. The ordering party will notify all bidders in writing of the date when the drawing by lot will take place. Only those offers that have the same number of weightings and the same reserve criteria will be included in the draw. The contracting authority will draw by draw in public, in the presence of bidders, by writing the names of the bidders on separate papers of the same size and colour, and will fold all these papers and put them in a transparent box from where they will draw one paper and one in accordance with the order of the drawn names of the bidders, the ranking of bids will be performed, i.e., the bidder whose name will be on the first drawn paper will be the first ranked bidder. The contracting authority will submit to the bidders who do not attend this procedure the minutes from the draw by draw.

**Method and deadline for payment:**

The service provider is obliged to provide the Contracting Authority with the specification and invoice for the service in question within 15 days from the day the service was performed.

The Contracting Authority pays for the service performed on the basis of the invoice issued by the Service Provider, within 45 days from the day of official receipt of the correctly issued invoice, to the account of the Service Provider, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Invoices must be registered and submitted through the electronic invoice system in accordance with the Law on Electronic Invoicing ("Official Gazette of the Republic of Serbia", Nos. 44/2021, 129/2021, 138/2022 and 92/2023).

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

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

## Manner of amending the bid/application

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

## Method of revoking the bid/application

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

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

MEANS OF FINANCIAL SECURITY FOR THE FULFILMENT OF OBLIGATIONS FROM THE FRAMEWORK AGREEMENT

In order to ensure the fulfillment of the obligations from the concluded framework agreement, the Service Provider is obliged to deliver to the contracting authority within 7 (seven) days from the date of the conclusion of the framework agreement the original of its own blank promissory note, certified in accordance with the status documentation and signed with the original signature, with a copy of the deposited documents signature, issued by the commercial bank that the Service Provider states in the bill of exchange letter - authorization, a copy of the certified OP form, a listing from the NBS website (not a request for registration) as proof that the bill is registered, and the Authorization to fill out and collect the bill, with the clause "without protest", certified in accordance with the status documentation and signed by the original signature of the person who signed the promissory note, addressed to the Contracting Authority, in the amount of 3% of the value of the framework agreement without calculated VAT, with a validity period of at least 30 (thirty) days longer than the expiration validity of the framework agreement.

In case of change of the person authorised to represent the bill of exchange authorisation - the letter remains in force.

The promissory note must be signed with an original signature (a facsimile cannot be used) by the persons authorised to dispose of the funds in the account, which are on the deposit cards of the banks (for collective signing, as on the deposit card, there must be at least two signatories).

The Contracting Authority will activate the means of financial security if the Service Provider does not confirm the receipt of the purchase order in accordance with this framework agreement or does not provide the means of security with the individual purchase order issued on the basis of the framework agreement.

Upon fulfilment of the Service Provider's obligations from this framework agreement, the means of financial security for fulfilling the obligations from the framework agreement will be returned to the Service Provider, upon its request.

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.

MEANS OF FINANCIAL SECURITY FOR THE FULFILMENT OF CONTRACTUAL OBLIGATIONS FROM AN INDIVIDUAL ORDERS

When delivering the first signed purchase order confirming receipt of the purchase order, the service provider is obliged to deliver to the original Contracting Authority a blank promissory note certified in accordance with the status documentation and signed with the original signature, with a copy of the card of deposited signatures, issued by the commercial bank that the service provider specifies in the promissory note - authorization, a copy of the certified OP form and a listing from the NBS website (not a request for registration) as proof that the bill of exchange is registered and the Authorization for Filling and Collection of Bills of Exchange - a bill of exchange authorization, with the "no protest" clause, certified in accordance with the status documentation and signed with the original signature of the person who signed the promissory note, addressed to the Contracting Authority, for the fulfilment of contractual obligations in the total amount of 10% of the value of the framework agreement without calculated VAT, with a validity period of at least 30 (thirty) days longer than the expiration of the contractual obligation in its entirety.

In case of change of the person authorised to represent the bill of exchange authorisation - the letter remains in force.

The promissory note must be signed with an original signature (a facsimile cannot be used) by the persons authorised to dispose of the funds in the account, which are on the deposit cards of the banks (for collective signing, as on the deposit card, there must be at least two signatories).

In the event that the Service Provider does not perform its contractual obligations in accordance with the issued purchase order, performs them partially, is late in performing the contractual obligations, or if it hires a subcontractor contrary to Article 161 of the Law, the Contracting Authority will activate the specified means of financial security. Law, the contracting authority will activate the specified means of financial security.

Upon fulfillment of the contractual obligations of the Service Provider, the means of financial security for the fulfillment of contractual obligations will be returned at the request of the Service Provider.

## Opening of bids/applications

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

Date: *(Portal withdraws the stated data)*

Place: *(Portal withdraws the stated data)*

## Information on authorised persons and opening procedure:

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

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

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

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

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

## Protection of rights

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

## The request for protection of rights shall be submitted electronically via the Public Procurement Portal at the same time to the contracting authority and the Republic Commission for Protection of Rights in Public Procurement Procedures (hereinafter referred to as: Republic Commission), and the contracting authority/procuring entity, whereby the date of submission through the Public Procurement Portal is considered the date of receipt.

## Applying for protection of rights electronically

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

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

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

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

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

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

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

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

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

The fee is 120,000 dinars.

1. The Contracting Authority shall determine the number of calculation pages in accordance with its needs. [↑](#footnote-ref-1)
2. The Contracting Authority shall determine the number of calculation pages in accordance with its needs. [↑](#footnote-ref-2)