Tender documentation model

Public procurement of frozen fruit and frozen vegetables

**PUBLIC**

**CLEAR**

**EFFICIENT**

**Good governance project**

Tender documentation model

**Open procedure**

**Public procurement**

**Frozen fruit and frozen vegetables**

**Technique – Framework agreement**

Place and date: Belgrade, March 2024

**INTRODUCTION**

In this tender documentation model, the Contracting Authority uses social aspects, but not as a condition for participation in the procedure (procurement is not reserved only for companies for professional rehabilitation and employment of persons with disabilities), but through personnel capacity and monitoring of contract implementation. All business entities dealing with the procurement in question have the opportunity to submit an offer with the fulfilment of the required minimum personnel capacity (it is requested that the bidder has a minimum of 2 persons from the category of less employable persons). In order for the Contracting Authority not to narrow the competition, this model does not insist that the bidder prove that he has already hired those 2 persons before submitting the bid, but can hire them only for the purposes of this public procurement with a "suspending condition" clause in the hiring contract, which implies that engagement and payment to those persons will take place if the tenderer is awarded the contract on the public procurement in question. This ensures competition and at the same time achieves social goals.

Another type of use of social aspects is foreseen through the monitoring of contract execution. Namely, the social aspects that are defined within the personnel capacity (it is requested that the bidder has a minimum of 2 hard-to-employ persons) make sense only if during the implementation of the contract those persons are actually engaged in the execution. In this regard, it is important for the Contracting Authority to include appropriate provisions in the Model Contract that will enable checking of compliance with the social aspects of public procurement (e.g., whether these persons were really engaged in the execution of the contract, whether they were paid a salary or compensation for the work performed and other obligations according to regulations).

If, in the event that one person, who was specified in the offer, were to appear during the performance of the contract, another person would appear (and this is possible due to certain objective reasons), he must also be from the category of persons in a disadvantageous position, in order to monitor the social aspect of the public procurement. In this way, it is possible for an economic operator that got a job thanks to the employment or employment of a person in a disadvantageous position, to really respect it through the execution of the contract, which is one of the key goals of this procurement item and tender documentation model.

If it were to be established that the bidder did not comply with his contractual obligations in relation to the above, the Contracting Authority could sanction him by collecting financial security for good performance of the work and/or by terminating the contract.

Therefore, it is important to set appropriate provisions in the Model contract in order to comply with the assumed contractual obligations.

All social aspects are marked in yellow in the tender documentation model.

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

**Name:** Frozen fruit and frozen vegetables, ORN: 15300000

**Type of procurement subject matter:** Goods

**Type of public procurement procedure:** Open procedure

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

**Other notes:**

*(enter any other remarks relevant to the subject matter of public procurement, for example: data on possible changes to the contract (Article 30, paragraph 1, in connection with Article 156 of the* *PPL), that an e-auction will be conducted (Articles*  *71-73 and Annex 5 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, paragraph 3 of the*  *PPL), etc.)*

**Note:**

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

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

**2.** **TYPE, TECHNICAL CHARACTERISTICS (SPECIFICATIONS), QUALITY, QUANTITY AND DESCRIPTION OF GOODS, METHOD OF IMPLEMENTING CONTROL AND PROVIDING QUALITY GUARANTEE, PERFORMANCE DEADLINE, PLACE OF DELIVERY OF GOODS**

Specification of public procurement items:

|  |  |  |  |
| --- | --- | --- | --- |
| Reg.no. | Item name | Unit of measurement | Provisional quantities |
| FROZEN FRUIT |
| 1. | Stoneless cherries (instantly frozen fruit) acceptable packages of 1 kg, 2 kg, 3 kg and 3.5 kg. | kg | 300 |
| 2. | Frozen raspberry  | kg | 400 |
| 3. | Strawberry (instantly frozen fruit) | kg | 150 |
| 4. | Blackberry (frozen fruit) | kg | 80 |
| 5. | Black currant (frozen fruit) | kg | 70 |
| 6. | Plum without stones (frozen fruit) | kg | 70 |
| 7. | Mixed fruit red (instantly frozen fruit). Composition: strawberry, raspberry, cherry, red currant. | kg | 350 |
| FROZEN VEGETABLES |
| 1. | Bulk peas (instantly frozen vegetables) | kg | 2,500 |
| 2. | Green beans in bulk – yellow (instantly frozen vegetables) acceptable packages of 1 kg, 2 kg, 3 kg, 3.5 kg | kg | 800 |
| 3. | Green beans in bulk (instantly frozen vegetables) acceptable packages of 1 kg, 2 kg, 3 kg, 3.5 kg | kg | 800 |
| 4. | Mixed vegetables for đuveč (Balkan style stew) bulk (instantly frozen vegetables). Composition: sliced ​​red pepper, red tomato, diced carrot, peas, green beans. | kg | 2,000 |
| 5. | Cauliflower in bulk (instantly frozen vegetables) | kg | 700 |
| 6. | Sweet corn (instantly frozen) | kg | 2,100 |
| 7. | Mixed vegetables for soup (instantly frozen vegetables) – composition: carrot and parsnip Composition: carrot and parsnip | kg | 500 |
| 8. | Spinach in briquettes (instantly frozen, chopped spinach in briquettes) | kg | 1,500 |
| 9. | Broccoli (instantly frozen vegetable) | kg | 1,200 |
| 10. | Carrots (instantly frozen, diced) | kg | 700 |
| 11. | Mixed vegetables for soup (instantly frozen vegetables) Mixed vegetables for soup (instantly frozen vegetables) – composition: carrots, green beans, cubed potatoes, peas) | kg | 800 |
| 12. | Mixed vegetables for Russian salad (instantly frozen vegetables)Composition: carrots, green beans, cubed potatoes, peas) | kg | 700 |
| 13. | Mediterranean mix (instantly frozen vegetables) Composition: sliced ​​bell pepper, sweet corn, green beans, sliced ​​mushrooms, diced onion, green olive rings | kg |  60 |
| 14. | Golden Mix (instantly frozen vegetables)Composition: sweet corn, cubed carrots, peas  | kg |  180 |
| 15. | Imperial mix (instantly frozen vegetables)Composition: carrot wavy rings, broccoli flower, cauliflower flower  | kg | 180 |
| 16. | Mexican mix (instantly frozen vegetables)Composition: red beans, sweet corn, green beans, sliced ​​red pepper, diced carrots, diced onions. | kg | 80 |

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

The delivery is made successively, in the quantity and according to the dynamics determined by the Contracting Authority, within a period that cannot be shorter than 1 (one) and longer than 5 (three) days from the date of receipt of the Contracting Authority's request.

**Delivery term:**

The economic operator is obliged to deliver the goods that are the subject of this public procurement within the period specified in the offer, and no longer than 5 days, from the moment of sending via e-mail the written request of the Contracting Authority containing detailed specifications with the exact quantities of all products. The Contracting Authority will deliver the request for delivery to the selected bidder to the e-mail address that the bidder is obliged to specify when concluding the contract. Pursuant to Article 44, paragraph 2 of the Law on Public Procurement, it is considered that the selected bidder received the Contracting Authority's delivery request on the day when the Contracting Authority sent the request by e-mail, and the delivery deadline is calculated from that moment.

**Place of delivery:**

The Contracting Authority’s facility in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*Each Contracting Authority enters their place of delivery*)

**Method of delivery**:

The delivery of goods that are the subject of public procurement will be carried out successively.

The quantity and dynamics of delivery are determined by the Contracting Authority with a written request.

The economic operator whose offer is selected as the most favourable is obliged to deliver goods that correspond to the properties given in the Offered Price Structure Form, in original packaging and with a manufacturer's declaration in accordance with the Law on Food Safety ("Official Gazette of the Republic of Serba”, Nos. 41/2009 and 17 /2019) and the Rulebook on declaration, labelling and advertising of food ("Official Gazette of the Republic of Serba”, Nos. 19/2017, 16/2018, 17/2020, 118/2020, 17/2022, 23/2022 and 30/2022).

The economic operator is obliged to transport goods using a means of transport that allows food to be maintained at the appropriate temperature, all in accordance with the Law on Food Safety.

**Quality control**

The Contracting Authority and the Selected Bidder will confirm the acceptance of the goods.

In the case of identified defects in the quality and quantity of delivered goods, the Selected Bidder is obliged to replace the delivered good with a new one instantly upon invitation, no later than 12 o'clock, otherwise the Contracting Authority reserves the right to terminate the Agreement.

The person responsible for monitoring and controlling the execution of contractual obligations at the Contracting Authority is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (to be completed by the Contracting Authority).

Note: *This technical documentation is taken from the Public Procurement Portal as an example of a good example.* *The Contracting Authority defines the technical specification in accordance with its needs and in everything in accordance with the provisions of the PPL.*

See Articles 98-104 of the PPL

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

**3.1 GROUNDS FOR EXCLUSION**

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

**Legal basis:**

Article 111, paragraph 1, item 1) of the PPL.

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

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

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

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

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

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

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

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

Legal entities and entrepreneurs:

1) Certificate of the competent Basic Court in whose territory the seat of the domestic legal entity or entrepreneur is located, i.e., the seat of the representative office or branch of the foreign legal entity confirming that the bidder has not been convicted in the previous five years from the deadline for submission of bids, i.e., applications, that it has not been convicted by an enforceable decision, except if the final period of prohibition of participation in the public procurement procedure has not been determined by a final judgment, for the following criminal offences: criminal offence of tax evasion; the criminal act of fraud; the criminal act of unjustified obtaining and using credit and other benefits; criminal offence of abuse of official position; the criminal act of influence peddling; the crime of bribery; the criminal offense of trafficking in human beings (for forms referred to in Article 388, paragraphs 2, 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 RSD 1,500,000.00; 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.

Certificate of the Special Department of the High Court in Belgrade for Organised Crime confirming that the legal entity or entrepreneur has not been convicted of any of the following criminal offences: criminal offences of organised crime; the criminal offence 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 RSD 200,000,000, or if the value of public procurement exceeds RSD 800,000,000 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 economic 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 economic operator may submit its written statement criminal and material liability, certified before a judicial or administrative body, notary public or other competent body of that state, in which it is stated that there are no stated grounds for exclusion of the economic operator.

**3.1.2.** **Taxes and contributions**

**Legal basis:**

Article 111, paragraph 1, item 2) of the PPL.

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

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

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

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

It is considered that the economic operator that is entered in the register of bidders has no grounds for exclusion from Article 111, paragraph 1, item 2) of the Law on Public Procurement.

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

1) confirmation by the competent tax authority that the bidder has paid due taxes and contributions for compulsory social insurance or that it has been granted a deferral of debt payment, including all accrued interest and fines, by a binding agreement or decision, in accordance with a special regulation.

2) confirmation by the competent tax authority of the local self-government body that the bidder has settled the due obligations of public revenues or that it has been granted a deferral of debt payment, including all accrued interest and fines, by a binding agreement or decision, in accordance with a special regulation.

A legal entity that is in the process of privatisation, instead of the evidence referred to in items 1) and 2), shall enclose a certificate from the competent authority that it is in the process of privatisation.

If the economic operator has its registered office in another state as proof that there are no grounds for exclusion from Article 111, paragraph 1, item 2) of this Law, the Contracting Authority shall accept the certificate of the competent authority in the state of the economic operator’s registered office. If the said evidence is not issued in the country in which the economic 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 economic operator may submit its written statement criminal and material liability, certified before a judicial or administrative body, notary public or other competent body of that state, in which it is stated that there are no stated grounds for exclusion of the economic operator.

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

**Legal basis:**

Article 111, paragraph 1, item 3) of the PPL.

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

Method of proving the fulfilment of the criteria:

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

**3.1.4.** **Conflict of interest**

**Legal basis:**

Article 111, paragraph 1, item 4) of the PPL.

The Contracting Authority/entity is obliged to exclude the economic operator from the public procurement procedure if item 4 there is a conflict of interest, in terms of the Law on Public Procurement, which cannot be eliminated by other measures.

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

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

**3.1.5.** **Undue influence on the procedure**

**Legal basis:**

Article 111, paragraph 1, item 5) of the PPL.

The Contracting Authority/entity is obliged to exclude the economic operator from the public procurement procedure if it determines that the economic operator has undertaken to unduly influence the decision-making process of the Contracting Authority/entity or obtain confidential information that may confer upon it undue advantage in the public procurement procedure or to has provided misleading information that may have effect on decisions concerning the exclusion of economic operator, the selection of an economic operator or the award of a contract.

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

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

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

**3.2 CRITERIA FOR SELECTION OF AN ECONOMIC OPERATOR**

**3.2.1.** **Entry in the register**

**Legal basis:**

Article 115, paragraph 1 of the PPL.

The Contracting Authority may request that the economic operator proves it is entered in the register of economic operators, court register, professional register or other appropriate register, if such register is kept in the country where the economic operator has its registered office.

Conditions

Only economic operators registered in the Central Register managed by the Ministry of Agriculture, Forestry and Water Management of the Republic of Serbia have the right to participate in the proceedings in question.

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

The economic operator is obliged to compile through the Portal and submit with the offer a statement on the fulfilment of the criteria for the qualitative selection of the economic operator, by which it confirms that it meets this criterion for the selection of the economic operator, by stating the number of the decision of the Ministry of Agriculture, Forestry and Water Management.

If the offer is submitted by a group of bidders or with the participation of subcontractors, all must meet this criterion.

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

This criterion is proven by submitting:

1. copies of a valid certificate of registration of an economic operator – legal entity/natural person/entrepreneur in the Central Register of the Ministry of Agriculture, Forestry and Water Management and
2. a confirmation of the object's registration in the Central Registry of the Ministry of Agriculture, Forestry and Water Management.

**3.2.2.** **Technical means and measures for quality assurance**

**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.

Conditions

1) The economic operator must own (in its ownership, based on a leasing or rental agreement) at least 2 (two) vehicles for the transport of frozen fruits and vegetables, which enable food to be maintained at the appropriate temperature, all in accordance with the Law on Food Safety ("Official Gazette of the Republic of Serbia”, Nos. 41/2009 and 17/2019).

2) The economic operator must own (owned, leased or under some other legal basis) a warehouse with a surface area of ​​at least 300m2.

If the offer is submitted by a group of bidders or with the participation of subcontractors, the required criteria shall be proved together. Also, if these criteria are fulfilled, the bidder can also use the capacities of other economic entities.

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

The economic operator is obliged to compile and submit with the offer a statement on the fulfilment of the criteria for the qualitative selection of the economic operator, which confirms that it meets this criterion for the selection of the economic operator. In the statement, it is necessary for the bidder to state the following:

* Registration numbers for both vehicles, and
* The exact address where the warehouse is located.

If the offer is submitted by a group of bidders or with the participation of subcontractors, the required personnel capacity can be proved together, with the fact that in the statement each participant should state which of the required capacities they fulfil and prove. The required technical capacity can also be proven through another entity whose capacities the economic operator intends to use, with the proviso that in that case, for that entity in the offer, it is also necessary to submit a statement on the fulfilment of the criteria for the qualitative selection of the economic operator, in which that entity should state which specific capacities of the required ones it fulfils and proves.

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

The criterion related to the 2 requested vehicles is proven by submitting:

- a copy of the vehicle's traffic license or a read traffic license;

- a copy of the vehicle insurance policy,

- if the vehicle is not owned by the bidder – a copy of the concluded contract that represents one of the stated legal bases for owning the vehicle,

- a valid Vehicle Test Certificate issued by the Traffic Safety Agency or another competent institution confirming that the vehicle is equipped with a cooling device and thermal insulation.

The criterion related to the warehouse is proven by submitting:

- a photocopy of the title deed, purchase agreement, lease agreement or other appropriate proof.

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

**Legal basis:**

Article 117, paragraph 1 of the PPL

The Contracting Authority may set requirements ensuring that economic operators possess the necessary human and technical resources and experience necessary to perform the public procurement contract to an appropriate quality level, and may require, in particular, that economic operator has sufficient experience in terms of contracts performed in the past.

Technical persons or bodies – quality control

Prerequisite:

That the economic operator has the necessary personnel capacity, that is, that it has a total of 10 persons[[1]](#footnote-1) employed or engaged on other grounds in accordance with the valid Labor Law, who will be engaged in the implementation of the procurement in question.

Of the total number of required personnel capacities, at least 20% of persons (in this particular case, 2 persons) must be from the group of persons in a disadvantageous position, i.e., persons who are more difficult to employ:

* persons with disabilities,
* beneficiaries of financial social assistance with working capacity,
* Roma,
* persons without a high school diploma,
* unqualified and low-skilled persons,
* persons aged 50 and over,
* young people up to 30 years of age.

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

The economic operator is obliged to compile and submit with the offer a statement on the fulfilment of the criteria for the qualitative selection of the economic operator, which confirms that it meets this criterion for the selection of the economic operator. In the statement, it is necessary to state the names and surnames of all 10 employed persons, and indicate which of those persons is from the group of persons in a disadvantageous position, that is, persons who are more difficult to employ. If the offer is submitted by a group of bidders or with the participation of subcontractors, the required personnel capacity can be proved together, with the fact that in the statement each participant should state which of the required capacities they fulfil and prove.

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

This criterion is proven by:

1. A copy of the employment contract and the corresponding individual M forms, which confirm the application, change or de-registration for mandatory social insurance – for persons employed by the bidder;
2. For persons hired through a non-employment contract or another contract that is the legal basis of employment – copies of non-employment contracts (temporary and occasional work contracts, part-time contracts, supplementary work contracts, etc.) – are allowed. and a contract with a "suspensive condition", which implies that engagement and payment to those persons will occur if the tenderer is awarded the contract on the public procurement in question;
3. For persons with disabilities in one of the following ways:

- for military invalids (military invalids, peacetime military invalids or civilian war invalids) – by decision of the competent municipal administrative body for veterans' and invalids' protection;

- for a person who has been categorised and another person who has been diagnosed with a disability – by the decision on categorisation of the competent body (e.g. for congenital disability, the categorization is carried out by the municipal body for social activities);

- for disabled persons (category II, category III or remaining working capacity) – by decision of the Republic Fund for Pension and Disability Insurance;

- for a person who has been assessed for work ability – by the decision of the National Employment Service on the assessment of work ability and the possibility of employment or maintaining employment.

1. For the beneficiary of cash social assistance, the status is proven by the decision of the Centre for Social Work on the exercise of this right.
2. For Roma, the status is proven by the statement of that person.
3. For persons aged 50 and over or young people up to 30 years of age, the status is proved by a copy of the identity card.
4. For persons without a high school diploma, as well as for persons without qualifications and with low qualifications, the status is proven by a certificate issued by the National Employment Service,[[2]](#footnote-2) which contains the necessary data based on the official record of the unemployed. If that person is not in the records of the National Employment Service, the status is proven by the person's own statement about his education.
5. Other public documents and certificates necessary to determine a more difficult employable category can be submitted as evidence.

When submitting evidence, the economic operator is able to protect any additional data, which concerns the personal data of persons from the group of persons in a disadvantaged position, and which is not of interest for checking the fulfilment of the conditions required within this criterion. The tender documentation also contains a section on how to handle confidential data.

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

**Legal basis:**

Article 117, paragraph 1 of the PPL

The Contracting Authority may set requirements ensuring that economic operators possess the necessary human and technical resources and experience necessary to perform the public procurement contract to an appropriate quality level, and may require, in particular, that economic operator has sufficient experience in terms of contracts performed in the past.

Quality assurance standards

Prerequisite:

The economic operator must have an established HACCP food safety system or operate in accordance with the ISO 22000 standard or equivalent.

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

The economic operator is obliged to compile and submit with the offer a statement on the fulfilment of the criteria for the qualitative selection of the economic operator, which confirms that it meets this criterion for the selection of the economic operator. In the statement, it is necessary to state which standard the economic operator meets, the number of the issued certificate and until when it is valid.

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

This criterion is proven by submitting:

* a copy of a valid NASSR system certificate or a copy of a valid ISO 22000 or equivalent certificate. Submitted evidence must be valid at the time of submission.

This criterion represents the assurance of food safety in all stages of food processing and circulation, which are under the control of the bidder, in accordance with the principles of good production and hygiene practices, as well as the analysis of hazards and critical control points (NASSR).

The aforementioned proof must also be submitted for the subcontractor, if the activity of food processing and/or trade is under the control of the subcontractor, and for the activity that is under his control. In the case of submitting a joint offer, it is the obligation of each member of the bidding group to have the above-mentioned proof, if the activity of food processing and trade is under the control of the member of the group, and for the activity that is under his control.

The selected bidder is obliged to ensure possession of the required certificate during the duration of the contract.

Note: *The Contracting Authority can determine other criteria for the selection of an economic operator that are logically related to the subject of procurement in accordance with Art. 114-117 of the* Law*.*

**4.** **DATA REGARDING THE CRITERIA FOR AWARDING THE CONTRACT**

 **AWARD OF THE FRAMEWORK AGREEMENT**

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:

|  |  |
| --- | --- |
| Criterion | Number of weightings |
| Price | 70 |
| Quality criterion – the number of hired persons who belong to the group of persons in a disadvantageous position, i.e. persons who are more difficult to employ | 30 |
| Total | 100 |

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

**Price**

An offer according to this criterion can achieve a maximum of 70 weightings

The number of weights according to this criterion is calculated according to the following formula

P= (Pl/ Po)\*70

P – Achieved number of weights for the offered price

Pl – The lowest offered price in the public procurement procedure

Po – The price of the offer that is the subject of the evaluation

**Quality criterion** – the number of hired persons who belong to the group of persons in a disadvantageous position, i.e. persons who are more difficult to employ

An offer according to this criterion can achieve a maximum of 30 weightings

The number of weights according to this criterion is calculated according to the following formula

B= (Bp/Bmax)\*30

B – Achieved number of weights for the number of hired persons who belong to the grouping mentioned above

Bmah – The largest number of hired persons from the above-mentioned group

Bp – Number of hired persons from the above-mentioned group in the offer that is the subject of evaluation

Special note: a bidder who has only 2 hired persons who belong to the above-mentioned grouping receives 0 weights for this criterion, while bidders who hire from 3 to 10 persons from the above-mentioned grouping receive weights according to the above-mentioned formula.

After evaluating the bids according to both criteria, the Contracting Authority will add up the received weights, and award the framework agreement to the bidder who achieves the highest number of weights.

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

**Other procurement requirements** (not listed above as criteria)

Name: Delivery term

Unit of measurement: day

Minimum allowed value: 1 (one)

Maximum allowed value: 5 (five)

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

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.

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. Only those offers that have the same total maximum number of weights and the same shortest delivery time will be included in the draw. The Contracting Authority will draw by draw in public, in the presence of the bidder, by writing the names of the bidders on separate papers of the same size and colour, and will fold all these papers and put them in a transparent box from where they will draw one paper and one in accordance with the order of the drawn names of the bidders, the ranking of bids will be performed, i.e., the bidder whose name will be on the first drawn paper will be the first ranked bidder. The Contracting Authority will submit to the bidders who do not attend this procedure the minutes from the draw by draw.

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

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

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

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

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

(3) subject matter of public procurement,

4) price 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

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

The form of the statement on the fulfilment of the criteria for the qualitative selection of the economic operator is automatically formed on the Portal on the basis of the data entered by the Contracting Authority in the step: Criteria for qualitative selection of the economic operator.

The portal automatically forms part of the tender documentation: Criteria for qualitative selection of an economic operator and instructions on how to prove the fulfilment of these criteria, and

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

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

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

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

**7.** **OFFERED PRICE STRUCTURE FORM**

The bidder is obliged to fill in all the items from

form of the structure of the offered price

| No. | Item name | Unit of measurement | Provisionalquantity  | Manufacturer | Price perprice per unit of measurement without VAT | Price perprice per unit of measurement with VAT | Total price without VAT(4х6) | Total price with VAT(4x7) |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| FROZEN FRUIT |
| 1. | Stoneless cherries (instantly frozen fruit) acceptable packages of 1 kg, 2 kg, 3 kg and 3.5 kg. | kg | 300 |  |  |  |  |  |
| 2. | Frozen raspberry  | kg | 400 |  |  |  |  |  |
| 3. | Strawberry (instantly frozen fruit) | kg | 150 |  |  |  |  |  |
| 4. | Blackberry (frozen fruit) | kg | 80 |  |  |  |  |  |
| 5. | Black currant (frozen fruit) | kg | 70 |  |  |  |  |  |
| 6. | Plum without stones (frozen fruit) | kg | 70 |  |  |  |  |  |
| 7. | Mixed fruit red (instantly frozen fruit). Composition: strawberry, raspberry, cherry, red currant. | kg | 350 |  |  |  |  |  |
| FROZEN VEGETABLES |
| 1. | Bulk peas (instantly frozen vegetables) | kg | 2,500 |  |  |  |  |  |
| 2. | Green beans in bulk – yellow (instantly frozen vegetables) acceptable packages of 1 kg, 2 kg, 3 kg, 3.5 kg | kg | 800 |  |  |  |  |  |
| 3 | Green beans in bulk (instantly frozen vegetables) acceptable packages of 1 kg, 2 kg, 3 kg, 3.5 kg | kg | 800 |  |  |  |  |  |
| 4 | Mixed vegetables for đuveč (Balkan style stew) bulk (instantly frozen vegetables). Composition: sliced ​​red pepper, red tomato, diced carrot, peas, green beans. | kg | 2,000 |  |  |  |  |  |
| 5 | Cauliflower in bulk (instantly frozen vegetables) | kg | 700 |  |  |  |  |  |
| 6. | Sweet corn (instantly frozen) | kg | 2,100 |  |  |  |  |  |
| 7. | Mixed vegetables for soup (instantly frozen vegetables) – composition: carrot and parsnip Composition: carrot and parsnip | kg | 500 |  |  |  |  |  |
| 8. | Spinach in briquettes (instantly frozen, chopped spinach in briquettes) | kg | 1,500 |  |  |  |  |  |
| 9. | Broccoli (instantly frozen vegetable) | kg | 1,200 |  |  |  |  |  |
| 10. | Carrots (instantly frozen, diced) | kg | 700 |  |  |  |  |  |
| 11. | Mixed vegetables for soup (instantly frozen vegetables) Mixed vegetables for soup (instantly frozen vegetables) – composition: carrots, green beans, cubed potatoes, peas) | kg | 800 |  |  |  |  |  |
| 12. | Mixed vegetables for Russian salad (instantly frozen vegetables)Composition: carrots, green beans, cubed potatoes, peas) | kg | 700 |  |  |  |  |  |
| 13. | Mediterranean mix (instantly frozen vegetables) Composition: sliced ​​bell pepper, sweet corn, green beans, sliced ​​mushrooms, diced onion, green olive rings | kg |  60 |  |  |  |  |  |
| 14. | Golden Mix (instantly frozen vegetables)Composition: sweet corn, cubed carrots, peas  | kg |  180 |  |  |  |  |  |
| 15. | Imperial mix (instantly frozen vegetables)Composition: carrot wavy rings, broccoli flower, cauliflower flower  | kg | 180 |  |  |  |  |  |
| 16. | Mexican mix (instantly frozen vegetables)Composition: red beans, sweet corn, green beans, sliced ​​red pepper, diced carrots, diced onions.  | kg | 80 |  |  |  |  |  |
| TOTAL PRICE: |  |  |

Instructions for filling out the offer form:

In column 6, enter the offered unit price (without VAT) for each requested product

In column 7, enter the offered unit price (with VAT) for each requested product

In column 8, enter the total price (without VAT), which is obtained when the unit price without VAT is multiplied by the quantity for each requested product (multiply the values ​​from column 4 with column 6)

In column 9, enter the total price (with VAT), which is obtained when the unit price with VAT is multiplied by the quantity for each requested product (multiply the values ​​from column 4 with column 7)

At the end of the table, in the "Total price" section, enter the total price of the offer without VAT, as well as the total price of the offer with VAT.

**8.** **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.

**9.** **FRAMEWORK AGREEMENT MODEL**

CONTRACTING AUTHORITY:

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

with its headquarters in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, street \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ no. \_\_\_,

Tax identification number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

who is represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as: Contracting Authority)

and

BIDDER:

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

with registered office in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, street \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Tax identification number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Account number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of the bank:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

who is represented by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as: Supplier),

Enter into

**FRAMEWORK AGREEMENT**

**ON PROCUREMENT OF FROZEN FRUIT AND FROZEN VEGETABLES**

The parties to the framework agreement mutually agree:

- The Contracting Authority conducted an open procedure for the public procurement of goods: Procurement of Frozen Fruit and Frozen Vegetables, Public Procurement no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ;

- The supplier submitted the Offer, number \_\_\_\_\_\_\_\_\_\_\_\_, in all respects in accordance with the Tender documentation;

- The Contracting Authority awarded the framework agreement to the Supplier, based on the Decision on the conclusion of the framework agreement, number \_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in accordance with the Law on Public Procurement ("Official Gazette of Republic of Serbia”, Nos. 91/2019 and 92/2023).

(variant: joint offer)

- The supplier is the job holder of the following group of bidders \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

- Bidders who submit a joint bid are liable unlimitedly jointly and severally with the Contracting Authority.

(variant: offer with subcontractor)

- The supplier submitted the offer with the following subcontractors \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

- The supplier entrusted the following part of the procurement \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to a subcontractor.

- The Bidder is fully responsible to the Contracting Authority for the performance of contractual obligations, regardless of the number of subcontractors.

**SUBJECT MATTER OF THE FRAMEWORK AGREEMENT**

**Article 1**

The subject of the framework agreement is the determination of the conditions for concluding individual contracts for the public procurement of goods – frozen fruit and frozen vegetables, between the Contracting Authority and the Supplier, in accordance with the conditions of the tender documentation for Public Procurement no.............. , the Supplier's offer, the provisions of this framework agreement and the actual needs of the Contracting Authority.

Frozen fruits and vegetables consist of:

1. Frozen fruit:
* Stoneless cherries (instantly frozen fruit) acceptable packages of 1 kg, 2 kg, 3 kg and 3.5 kg.
* Frozen raspberry
* Strawberry (instantly frozen fruit)
* Blackberry (frozen fruit)
* Black currant (frozen fruit)
* Plum without stones (frozen fruit)
* Mixed red fruit (instantly frozen fruit) – ingredients: strawberry, raspberry, cherry, red currant.
1. Frozen vegetables:
* Bulk peas (instantly frozen vegetables)
* Green beans in bulk – yellow (instantly frozen vegetables) acceptable packages of 1 kg, 2 kg, 3 kg, 3.5 kg
* Green beans in bulk (instantly frozen vegetables) acceptable packages of 1 kg, 2 kg, 3 kg, 3.5 kg
* Mixed vegetables for đuveč (Balkan style stew) bulk (instantly frozen vegetables) – composition: sliced ​​red pepper, red tomato, diced carrot, peas, green beans.
* Cauliflower in bulk (instantly frozen vegetables)
* Sweet corn (instantly frozen)
* Mixed vegetables for soup (instantly frozen vegetables) – composition: carrot and parsnip
* Spinach in briquettes (instantly frozen, chopped spinach in briquettes)
* Broccoli (instantly frozen vegetable)
* Carrots (instantly frozen, diced)
* Mixed vegetables for soup (instantly frozen vegetables) – composition: carrots, green beans, cubed potatoes, peas)
* Mixed vegetables for Russian salad (instantly frozen vegetables) – composition: carrot, cubed potato, peas)
* Mediterranean mix (instantly frozen vegetables) – composition: sliced ​​bell pepper, sweet corn, green beans, sliced ​​mushrooms, diced onion, green olive rings
* Golden mix (instantly frozen vegetables) – composition: sweet corn, cubed carrots, peas
* Imperial mix (instantly frozen vegetables) – composition: carrot wavy rings, broccoli flower, cauliflower flower
* Mexican mix (instantly frozen vegetables) – composition: red beans, sweet corn, green beans, sliced ​​red pepper, diced carrots, diced onions.

**VALUE OF THE FRAMEWORK AGREEMENT**

**Article 2**

The value of the framework agreement is ................................................. ...... dinars without calculated VAT, i.e. ....................................... .............................. dinars with calculated VAT [*the Contracting Authority enters the estimated value of the public procurement*].

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

Unit prices are fixed for 60 days from the date of conclusion of the framework agreement.

After the deadline from the previous paragraph, unit prices can be adjusted in accordance with Article 156 of the Law on Public Procurement, and at the written request of the Supplier or the Contracting Authority, under the condition of change (increase or decrease) in the Consumer Price Index according to the data of the Republic Institute of Statistics for the corresponding subgroup of products frozen vegetables or frozen fruit by 3% or more, in the month in which the conditions for a price change were met in relation to the consumer price index for the month in which the public opening of bids took place.

Harmonisation of prices with the previously mentioned parameters is initiated by a written request of the Supplier or Contracting Authority, which contains a justification for price harmonisation, a proposal for harmonized prices and attached data of the Republic Institute of Statistics for the corresponding subgroup of products, which are proof of the change in consumer prices for the contracted subgroup of products.

Upon receipt of the request for price adjustment by the Supplier, the Contracting Authority will check the submitted data by contacting the Republic Institute of Statistics.

The party that received the request for price adjustment, if it determines that the request with the proposal for adjusted prices is founded, submits to the other party the Consent to adjusted prices, which contains the estimated prices (contracted and adjusted with VAT and without VAT) in a tabular display – Specification of harmonized prices, which are harmonized according to the data of the Republic Institute of Statistics.

The parties from the framework agreement undertake to act on the request for adjustment within a period not longer than 5 working days from the day of receipt of the request for price adjustment.

The harmonised prices are applied starting from the first following working day from the date of receipt of consent.

**VALIDITY OF FRAMEWORK AGREEMENT**

**Article 3**

This framework agreement enters into force on the day of signing by both parties to the agreement and the delivery of financial security from Article 5 of the framework agreement.

The Framework Agreement lasts for one (1) year or until funds are used up.

During the duration of the framework agreement, one or more individual contracts are concluded.

**METHOD AND CONDITIONS OF AWARD OF INDIVIDUAL CONTRACTS**

**Article 4**

After the conclusion of the framework agreement, when the need of the Contracting Authority for the subject of the procurement arises, the Contracting Authority will send a public procurement contract to the Supplier for conclusion, with a specification of the Contracting Authority's real needs.

The supplier is obliged to deliver the signed and certified contract to the client within a maximum of three (3) days from the date of receipt of the contract. If the Supplier does not deliver the signed public procurement contract within the specified period, it will be considered that the Supplier has refused to conclude the public procurement contract, after which the Contracting Authority will activate the means of financial security.

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

**MEANS OF SECURITY FOR THE EXECUTION OF THE FRAMEWORK AGREEMENT**

**Article 5**

The Supplier undertakes to hand over to the Client a blank promissory note as security for the execution of the framework agreement, which must be recorded in the Register of Promissory Notes, at the time of concluding this framework agreement.

A blank promissory note must be signed by a person authorized to represent with an original signature (not a facsimile). Along with the promissory note, a properly completed and signed promissory note authorization letter must be submitted, with "no protest" clauses, with the specified amount of ................... dinars [*specify the amount of 1% of the estimated value of the public procurement without calculated VAT*], which is 1% of the estimated value of the procurement in question without calculated VAT.

The bill of exchange must be accompanied by a copy of the certified OP form and a copy of the card of deposited signatures, issued by the commercial bank specified by the bidder in the bill of exchange authorisation – letter. In case of change of the person authorised to represent the bill of exchange authorisation – the letter remains in force. The signature of the authorised person on the bill of exchange and the bill of exchange authorisation – the letter must be identical to the signature or signatures from the card of deposited signatures.

The validity period of the promissory note is 30 days longer than the expiration date of the framework agreement.

The Contracting Authority will cash the given promissory note if the supplier:

* - refuses to conclude an individual contract without justifiable reason, or
* fails to provide a means of security with the individual contract concluded by the Contracting Authority and the Supplier on the basis of this framework agreement.

**TERMINATION OF THE FRAMEWORK AGREEMENT**

**Article 6**

This Agreement can be terminated at the justified request of the Contracting Authority or the Supplier.

The Contracting Authority may terminate this Agreement in the following cases:

* that the Supplier, without justifiable reason, refuses to conclude an individual contract, when it has been assigned to him in accordance with this framework agreement;
* that the Supplier does not provide a means of security for the successful execution of the individual contract, which the Contracting Authority and the Supplier conclude on the basis of this framework agreement;
* termination of the contract concluded on the basis of this Agreement, if the responsibility for termination lies with the Supplier;
* • if the Supplier acquires a negative reference in the implementation of this Agreement;
* abuse and fraudulent behavior of the Supplier.

**SPECIAL AND FINAL PROVISIONS**

**Article 7**

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

**Article 8**

All disputes arising from the implementation of this Framework Agreement will be resolved by the parties to this Framework Agreement by agreement. In the event that an agreement is not possible, the dispute will be resolved by the Commercial Court in ....... (*specify which court has local jurisdiction*).

**Article 9**

This framework agreement is concluded in three (3) identical copies, of which 2 (two) belong to the Contracting Authority and one (1) to the Supplier.

|  |  |  |
| --- | --- | --- |
| **SUPPLIER**  |  | **CONTRACTING AUTHORITY** |
|  |  |  |

**10.** **CONTRACT MODEL**

CONTRACTING AUTHORITY:

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

with its headquarters in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, street \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ no. \_\_\_,

Tax identification number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

who is represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as: Contracting Authority)

and

BIDDER:

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

with registered office in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, street \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Tax identification number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Account number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name of the bank:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

who is represented by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as: Supplier),

Enter into

**CONTRACT ON PUBLIC PROCUREMENT OF GOODS**

**FROZEN FRUIT AND FROZEN VEGETABLES**

Public Procurement No. \_\_\_\_\_\_\_

THE CONTRACTING PARTIES AGREE THAT:

- The Contracting Authority conducted an open procedure for the public procurement of goods: Procurement of Frozen Fruit and Frozen Vegetables, Public Procurement no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ;

- The supplier submitted the Offer, number \_\_\_\_\_\_\_\_\_\_\_\_, in all respects in accordance with the Tender documentation;

- This contract on public procurement concluded in accordance with the Framework Agreement No. \_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, concluded on the basis of the Decision on the conclusion of the Framework Agreement no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in accordance with the Law on Public Procurement ("Official Gazette of the Republic of Serbia”, Nos. 91/2019 and 92/2023).

(variant: joint offer)

- The supplier is the job holder of the following group of bidders \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

- Bidders who submit a joint bid are liable unlimitedly jointly and severally with the Contracting Authority.

(variant: offer with subcontractor)

- The supplier submitted the offer with the following subcontractors \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

- The supplier entrusted the following part of the procurement \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to a subcontractor.

- The Bidder is fully responsible to the Contracting Authority for the performance of contractual obligations, regardless of the number of subcontractors.

**SUBJECT-MATTER OF THE AGREEMENT**

**Article 1**

The subject-matter of this contract is the procurement of Frozen fruit and frozen vegetables, in all respects according to the Technical Specification contained in the Tender Documentation (hereinafter referred to as: Technical Specification) and the adopted Supplier's Offer (hereinafter referred to as the contract: Supplier’s Offer), which form an integral part of this contract.

In particular, the Contracting Authority procures the following type of frozen fruits and vegetables: ....................................... ....................................... [specify the type/s of frozen fruits and vegetables that the customer procures], in the following quantities:............................................. .............. [specify the quantity for each type of frozen fruit and vegetables that the customer procures].

**PRICE**

**Article 2**

The total value of the goods from Article 1 of this contract is RSD \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ without VAT, that is, RSD \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with VAT.

The unit price of the subject-matter of the contract amounts to ............................................ dinars without VAT, i.e. ........................................ dinars with VAT [specify unit prices for all types of items that the customer procures].

The unit price includes the delivery of frozen fruit and frozen vegetables to the Contracting Authority's address and all other related and dependent costs incurred by the Supplier during the execution of the contract.

Prices are expressed at parity ex-delivery.

**TERMS AND METHOD OF PAYMENT**

**Article 3**

The Contracting Authority undertakes to pay the agreed price, including VAT, to the Supplier after each delivery, by payment to the Supplier's current account No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which is maintained at \_\_\_\_\_\_\_\_\_\_\_\_\_, within 45 days from the date of receipt of the correct invoice that the Supplier will deliver to the Contracting Authority.

The supplier is obliged to issue an invoice in accordance with the provisions of the Law on Electronic Document, Electronic Identification and Trust Services in Electronic Business ("Official Gazette of the Republic of Serba”, Nos. 94/2017 and 52/2021).

The created and registered invoice is delivered via the e-invoice system (SEF) in electronic form to the e-mail address of the Contracting Authority.

Obligations that are due in the next budget year will be implemented at most up to the amount of funds that will be approved for that purpose in that budget year, in accordance with Article 7 of the Decree on the criteria for determining the nature of expenditures and the conditions and method of obtaining consent for the conclusion of certain contracts that due to the nature expenditures require payment in several years (“Official Gazette of the Republic of Serbia”, Nos. 21/14 and 18/2019).

If the performance of a part of the contract is entrusted to a subcontractor, and no direct payment to the subcontractor is provided for in accordance with Article 131, paragraph 5 of the PPL, the Supplier is obliged to submit proof and a statement from the subcontractor that he has paid the subcontractor his claims within 60 days of making the payment by the Contracting Authority to the Supplier.

**PLACE, DEADLINE AND METHOD OF EXECUTION OF THE CONTRACT**

**Article 4**

The contracting parties agree to determine the place of delivery:

* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (specify delivery address)

If, after the conclusion of the contract, and before the delivery of the goods that are the subject of the contract, he changes the place of delivery from paragraph 1 of this article, he is obliged to inform the Supplier about this no later than 3 days before changing the place of delivery.

The delivery of goods that are the subject of public procurement will be carried out successively.

The quantity and dynamics of delivery are determined by the Contracting Authority with a written request.

The supplier is obliged to deliver the goods that are the subject of this public procurement within the period specified in the offer, and no longer than five (5) days, from the moment of sending via e-mail the written request of the Contracting Authority that contains detailed specifications with the exact quantities of all products. The Contracting Authority will submit the delivery request to the selected bidder at the following e-mail address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Pursuant to Article 44, paragraph 2 of the Law on Public Procurement, it is considered that the selected bidder received the Contracting Authority's delivery request on the day when the Contracting Authority sent the request by e-mail, and the delivery deadline is calculated from that moment.

The supplier is obliged to deliver goods that correspond to the properties given in the Offered Price Structure Form, in the original packaging and with the manufacturer's declaration in accordance with the Law on Food Safety ("Official Gazette of RS" No. 41/2009 and 17/2019) and the Rulebook on Declaring, labelling and advertising of food ("Official Gazette of the Republic of Serbia", Nos. 19/2017, 16/2018, 17/2020, 118/2020, 17/2022, 23/2022 and 30/2022).

The economic operator is obliged to transport goods using a means of transport that allows food to be maintained at the appropriate temperature, all in accordance with the Law on Food Safety.

**QUALITY CONTROL**

**Article 5**

The Contracting Authority and the supplier will note the receipt of the goods.

In the case of identified defects in the quality and quantity of delivered goods, the Supplier is obliged to replace the delivered good with a new one instantly upon request, no later than 12 o'clock, otherwise the Contracting Authority reserves the right to terminate the Agreement.

The person responsible for monitoring and controlling the execution of contractual obligations at the Contracting Authority is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (to be completed by the Contracting Authority).

The quality of the goods, which are the subject of this Agreement, must fully correspond to the valid domestic or international standards for that type of goods, to meet the requirements regarding health and safety for human consumption, and all in accordance with the valid Law on Food Safety ("Official Gazette the Republic of Serbia”, Nos. 41/2009 and 17/2019).

The supplier is obliged to deliver the goods according to this contract, which are in accordance with the manufacturer's declaration and the required technical characteristics of the customer from the tender documentation.

The goods that are the subject of delivery must be packed in the original manufacturer's packaging, while the transport packages should be closed so as to protect the product from pollution, spillage, damage and other changes. The packaging must meet the technological requirements for food products.

A declaration in the Serbian language is mandatory, which is in accordance with the current Rulebook on declaring, marking and advertising food.

The supplier is obliged to carry out the transportation of goods with dedicated vehicles for the type of articles that are the subject of the framework agreement and with a built-in device for maintaining adequate temperatures.

**SUPPLIER'S OBLIGATIONS REGARDING PERSONNEL CAPACITY**

**Article 6**

It is the Contractor's obligation to hire at least 20% of the workforce from the group of persons in a disadvantageous position for the execution of the contract.

In case of termination of employment for a person who was included in the Statement of fulfilment of the criteria for the qualitative selection of an economic operator and the evidence submitted for the verification of the fulfilment of the criteria, the supplier is obliged to hire in his place another person who meets the requirements as well as the person for whom the employment has ended engagement.

When submitting the invoice (bill) for the work performed, the supplier has the obligation to submit evidence from which it can be established without a doubt that an appropriate number of persons from the group of persons in a disadvantageous position were engaged in the execution of the specific work. If it is not possible to submit these proofs with the invoice, the Supplier is obliged to submit them before the expiry of the invoice payment deadline (payment deadline 45 days).

Such evidence, in addition to the number of persons engaged in the performance of the contract, must also include evidence that those persons were paid a salary or compensation for their employment, as well as taxes and contributions for mandatory social security, in accordance with the regulations of the Republic of Serbia.[[3]](#footnote-3) In this regard, the Supplier, after the completed work, submits with the invoice:

* Data on the number of persons engaged in the execution of the contract
* Proof that at least 20% of the persons engaged in a specific job are from a group of persons in a disadvantageous position (if it is about the same persons with whom the bidder proved the fulfilment of the criteria for the selection of an economic operator, it is not necessary to repeat the evidence, but it is important for the client to be able to undoubtedly to make sure that it is the same persons)
* Proof that those persons from the group of persons in an unfavourable position have been paid wages or benefits and that taxes and contributions for mandatory social insurance have been paid, in accordance with the regulations related to the basis of employment.

Article 7

If it is established that the Supplier does not comply with the obligations from the previous article during the performance of the contract, the Contracting Authority will charge a security deposit for the good performance of the work and may terminate the contract.

**FINANCIAL SECURITY INSTRUMENTS**

**Article 8**

At the time of concluding the Contract, the Supplier is obliged to hand over to the Contracting Authority, as a means of financial security:

- Blank solo promissory note for good performance, signed and certified by a person authorised for representation and registered;

- Bill of exchange authorisation that a bill of exchange in the amount of 10% of the total contracted price without VAT, without the consent of the Supplier, can be submitted for collection within a period that lasts 30 days longer than the fulfilment of the contractual obligations;

- Certificate of bill of exchange registration;

- A copy of the card of signatures deposited with the bank, on which the deposited signature and seal of the Supplier are clearly visible, certified by the bank's seal with a date of certification not older than 30 days, from the date of conclusion of the contract.

The signature of the authorised person on the bill of exchange and the bill of exchange authorisation must be identical to the signature in the card of deposited signatures.

The Contracting Authority can collect the bank guarantee for the good performance of the work in the event that the tenderer does not fulfil the contractual obligations under the agreed conditions, in the agreed manner and within the agreed deadlines and if the violations are repeated despite the written warnings of the Contracting Authority.

**VALIDITY OF THE CONTRACT**

**Article 9**

The contract is concluded on the day of signing by both contracting parties and the handing over of financial security by the Supplier.

This contract is valid until the realization of the total contracted value.

Each of the contractual parties can unilaterally terminate the Agreement in the event that the other party does not fulfil or fails to fulfil its obligations under the Agreement in a timely manner.

Upon termination of the Agreement, the contractual party is obliged to notify the other contractual party in writing.

The contract will be considered terminated after the expiration of a period of 15 days, from the day of receipt of the written notice of termination of the contract.

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

Force majeure means extreme and extraordinary events that cannot be foreseen, which occurred without the will and influence of the contracting parties and which could not be 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 contracting party affected by force majeure shall instantly notify the other contracting party in writing of the occurrence of unforeseen circumstances and submit appropriate evidence.

Article 10

Claims from this contract cannot be assigned to other legal or physical persons, nor can a lien be established on them, that is, they cannot be used in any other way as a means of security against third parties.

**FINAL PROVISIONS**

**Article 11**

The contracting parties undertake to resolve anything that is not regulated by this Agreement shall be subject to applicable regulations in the field of planning and construction, energy and provisions of the Law on Contract and Torts (“Official Herald of the Socialist Federal Republic of Yugoslavia”, Nos. 29/78, 39/85, 45/89 – decision of the Constitutional Court of Yugoslavia and 57/89, “Official Herald of the Federal Republic of Yugoslavia”, No. 31/93, and “Official Herald of Serbia and Montenegro”, No. 1/2003 – Constitutional Charter and “Official Gazette of the Republic of Serbia” No. 18/2020).

The contractors agree to settle all possible disputes arising from this contract amicably, and if no agreement is reached, they agree that the competent commercial court will be the seat of the Contracting Authority.

Article 12

This contract is drawn up in 4 (four) identical copies, of which 3 (three) copies are retained by the Contracting Authority, and one copy by the Supplier.

SUPPLIER CONTRACTING AUTHORITY

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

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

*The contract model is the basis for determining the clauses of the contract that will be concluded with the most favourable bidder.* *It will be modified in accordance with the accepted Offer and, in this sense, certain clauses will be subsequently refined, which will regulate the required conditions from the invitation to submit an offer and the Tender documentation.* *This contract model is an integral part of the tender documentation, the bidder does not submit it in its offer, but he is obliged to confirm when filling out the electronic offer on the Public Procurement Portal that he is familiar with the content and that it accepts the contract model concerned.*

# **11.** **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: | Frozen fruit and frozen vegetables |
| Reference number: | (Portal withdraws the stated data) |
| Type of procedure: | Open procedure |
| Type of procurement subject matter: | Goods  |
| Description: | (Portal withdraws the stated data) |
| Deadline for submission: | (Portal withdraws the stated data) |

**Characteristics of the public procurement procedure** (instruments and techniques)

Framework agreement with one bidder

# **Description of subject-matter / lot**

Frozen fruit and frozen vegetables

# **Procurement description:**

(Portal withdraws the stated data)

The Contracting Authority defined the criteria for awarding the framework agreement 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 offer is submitted through the Public Procurement Portal in the manner described in this instruction.

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

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

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

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

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

# sending a request for additional information or clarification regarding the procurement documentation as well as pointing out to the Contracting Authority any deficiencies and irregularities in the procurement documentation

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

* forming a group of bidders

see the general user manual for the Portal

* preparation and submission of bid

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

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

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

* assignment of the right to a procedure (to a person in an economic 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
* Confirmation of revocation of bid
* 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 bid**

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 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**: (Portal withdraws the stated data)

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

In the offer form, the offeror must confirm with a declaration of integrity under full material and criminal responsibility that he submitted his offer independently, without agreement with other offerors or interested parties and guarantee the accuracy of the data in the offer.

# **Preparation and submission of a joint offer**

On the public procurement procedure page on the Portal, an economic operator can create a group of economic operators (bidders) in order to submit a joint offer.

A member of a group of economic operators submitting a bid must be authorized to submit a joint bid on behalf of the group. Authorisation to submit a bid 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 offer is prepared and submitted by a group member authorised to submit a joint offer on behalf of a group of economic operators.

In the case of a joint offer, data on group members are part of the offer 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.

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

# **Preparing a bid with a subcontractor**

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

# **Preparation of documents within the offer**

The economic operator uploads the offer 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 that are uploaded as part of the offer may not be encrypted by the economic operator. The Public Procurement Portal encrypts bids 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.

[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 that the bidder attach the following documents in its offer:**

# Bid form;

* Offered price structure form;
* Statement on fulfilment of criteria for qualitative selection of economic operator (SFC);
* Bid bond: blank promissory note, signed with original signature (not facsimile), which must be recorded in the Register of Bills of Exchange and authorisations of the National Bank of Serbia (signed by an authorised person), promissory note authorisation – letter with clauses “no protest” and signed by an authorised person and with the indicated amount of 3% of the total value of the offer without VAT), certificate of registration of the bill (listing from the NBS website, as proof that the bill is registered), copy of the card of deposited signatures commercial banks specified in the bill of exchange authorization – letter) and a copy of the certified OP form;

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

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

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

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

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

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

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

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

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

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

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

# **Parts of the offer that cannot be delivered electronically**

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

Part or parts of the bid/application that cannot be submitted by electronic means through the Public Procurement Portal shall be submitted by the economic operator to the Contracting Authority by the deadline for submission of bids/applications by mail, courier service or directly, in an envelope or box closed in a way that when opening it the Law can be determined with certainty that it is opening for the first time.

The parts of the offer that cannot be submitted by electronic means via the Public Procurement Portal are submitted by the economic operator to the address:

(Portal withdraws the stated data)

With a note:

Part of the offer for public procurement: (Frozen fruit and frozen vegetables)

DO NOT OPEN

When preparing the offer on the Portal, the economic operator specifies the parts of the offer that will be delivered by non-electronic means (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 parts of the offer are submitted by a group of business entities, it is necessary to indicate on the envelope that it is a group of business entities and to state the names and addresses of all members of the group.

Parts of the offer are considered timely if they are received by the customer by (the Portal withdraws the specified data).

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.

Parts of the offer that the Contracting Authority did not receive within the deadline set for submitting offers, that is, that was received after the end of the day and hour by which offers can be submitted, will be considered untimely. Untimely part or parts of the bid/application will be returned unopened to the bidder by the Contracting Authority upon completion of the opening procedure, with an indication that they were submitted late.

# **Filling in the bid form**

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

# **Other procurement requirements:**

1. The bidder is not allowed to request an advance.
2. Place of delivery of goods: address of the Contracting Authority \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (specified by the Contracting Authority).

# 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. Only those offers that have the same total maximum number of weights and the same shortest delivery time will be included in the draw. The Contracting Authority will draw by draw in public, in the presence of the bidder, by writing the names of the bidders on separate papers of the same size and colour, and will fold all these papers and put them in a transparent box from where they will draw one paper and one in accordance with the order of the drawn names of the bidders, the ranking of bids will be performed, i.e., the bidder whose name will be on the first drawn paper will be the first ranked bidder. The Contracting Authority will submit to the bidders who do not attend this procedure the minutes from the draw by draw.

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

**Method and deadline for payment:**

The Contracting Authority undertakes to pay the agreed price, including VAT, to the Supplier after each delivery, by payment to the Supplier's current account No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which is maintained at \_\_\_\_\_\_\_\_\_\_\_\_\_, within 45 days from the date of receipt of the correct invoice that the Supplier will deliver to the Contracting Authority.

The supplier is obliged to issue an invoice in accordance with the provisions of the Law on Electronic Document, Electronic Identification and Trust Services in Electronic Business ("Official Gazette of the Republic of Serba”, Nos. 94/2017 and 52/2021).

The created and registered invoice is delivered via the e-invoice system (SEF) in electronic form to the e-mail address of the Contracting Authority.

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

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

# **Manner of amending the offer**

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

# **Method of revocation of offer**

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

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

**BID BOND:**

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

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

Security for the seriousness of the bid – bill of exchange (or bank guarantee), bill of exchange authorisation, card of deposited signatures and OP form are submitted to the Contracting Authority in the manner described in this section, i.e., submitted to the Contracting Authority by the deadline for submission of bids/applications by mail, courier or directly, in an envelope or box, closed in such a way that it can be determined with certainty that it is being opened for the first time.

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

If the deadlines for selecting bidders change during the process of concluding the framework agreement, the validity of the means of financial security must be extended.

The bidder with whom the framework agreement will be concluded is obliged to extend the means of security for the seriousness of the offer until it is replaced by the means of security for the execution of the framework agreement.

The Contracting Authority shall redeem the bill of exchange given with the bid if the bidder withdraws from its bid within the validity of the bid, fails to submit evidence of fulfilment of criteria for qualitative selection of economic operator in accordance with Article 119 of the Law, refuses to enter into the framework agreement without a ground or fails to submit security for execution of the framework agreement.

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

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

**MEANS OF SECURITY FOR THE EXECUTION OF THE FRAMEWORK AGREEMENT**

The Supplier undertakes to hand over to the Client a blank promissory note as security for the execution of the framework agreement, which must be recorded in the Register of Promissory Notes, at the time of concluding this framework agreement.

The blank promissory note must be registered in the Register of Bills of Exchange and Authorisations of the National Bank of Serbia and should be signed by a person authorised to represent with the original signature (not a facsimile). Along with the promissory note, a properly completed and signed promissory note authorization letter must be submitted, with "no protest" clauses, with the specified amount of ................... dinars [specify the amount of 1% of the estimated value of the public procurement without calculated VAT], which is 1% of the estimated value of the procurement in question without calculated VAT.

The bill of exchange must be accompanied by a copy of the certified OP form and a copy of the card of deposited signatures, issued by the commercial bank specified by the bidder in the bill of exchange authorisation – letter. In case of change of the person authorised to represent the bill of exchange authorisation – the letter remains in force. The signature of the authorised person on the bill of exchange and the bill of exchange authorisation – the letter must be identical to the signature or signatures from the card of deposited signatures.

The validity period of the promissory note is 30 days longer than the expiration date of the framework agreement.

The Contracting Authority will cash the given promissory note if the supplier:

* - refuses to conclude an individual contract without justifiable reason, or
* fails to provide a means of security with the individual contract concluded by the Contracting Authority and the Supplier on the basis of this framework agreement.

**MEANS OF SECURITY FOR FULFILMENT OF CONTRACTUAL OBLIGATIONS:**

At the time of concluding the Contract, the Supplier is obliged to hand over to the Contracting Authority, as a means of financial security:

- Blank solo promissory note for good performance, signed and certified by a person authorised for representation and registered;

- Bill of exchange authorisation that a bill of exchange in the amount of 10% of the total contracted price without VAT, without the consent of the Supplier, can be submitted for collection within a period that lasts 30 days longer than the fulfilment of the contractual obligations;

- Certificate of bill of exchange registration;

- A copy of the card of signatures deposited with the bank, on which the deposited signature and seal of the Supplier are clearly visible, certified by the bank's seal with a date of certification not older than 30 days, from the date of conclusion of the contract.

The signature of the authorised person on the bill of exchange and the bill of exchange authorisation must be identical to the signature in the card of deposited signatures.

The Contracting Authority can collect the bank guarantee for the good performance of the work in the event that the tenderer does not fulfil the contractual obligations under the agreed conditions, in the agreed manner and within the agreed deadlines and if the violations are repeated despite the written warnings of the Contracting Authority.

# **Opening of offers**

Data related to the opening of bids as specified 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, form and method of submitting evidence**

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

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

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

# **Protection of rights**

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

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

# Applying for protection of rights electronically

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

Steps:

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

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

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

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

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

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

Evidence is any document from which it can be determined that the transaction was performed for the appropriate amount from Article 225 of the PPL 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.

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1. The contracting authority defines the number according to the objective needs for the realisation of the subject of procurement. [↑](#footnote-ref-1)
2. According to the Decree on the detailed content of data and the method of keeping records in the field of employment, the National Employment Service (NES) keeps records on a person seeking employment. According to Article 4 of the Regulation, data on the unemployed include personal and other data, such as disability and assessment of work capacity, qualification and level and type of qualification, method of acquiring the qualification, educational institution where the qualification was acquired. Article 5 further stipulates that the records on the unemployed, in the part of personal data, also contain data on status (refugees and displaced persons, single parents, young people in residential care, young people in foster families, young people in guardianship families, beneficiaries of cash social assistance, returnees under a readmission agreement, former perpetrators of criminal offenses, etc.). [↑](#footnote-ref-2)
3. Consider the possibilities of using appropriate tax forms as a means of proof. [↑](#footnote-ref-3)