



NATIONAL BANK OF SERBIA

TENDER DOCUMENTS
LOW-VALUE PUBLIC PROCUREMENT LVPP – 185/2020

Belgrade, September 2020



Pursuant to Article 61 of the Law on Public Procurements (RS Official Gazette Nos. 124/2012, 14/2015 and 68/2015, hereinafter LPP) and Article 6 of the Rules on Mandatory Elements of Tender Documents in Public Procurement Procedure and on Manner of Proving Fulfilment of Requirements (RS Official Gazette No. 86/2015), Article 40 of the Rulebook on Procurements in the National Bank of Serbia (G No. 1545 dated 13 March 2014, G No. 5808 dated 4 August 2014, G No. 7575 dated 12 October 2015, G No. 9906 dated 30 December 2016 and G No. 8246 dated 29 September 2017), Decisions on Initiating Low-Value Public Procurement Procedure (G No. 6703 dated 30 June 2020 and G No. 8440 dated 24 August 2020) and Decisions on the Establishment of Low-Value Public Procurement Committee (G No. 6704 dated 30 June 2020 and G No. 8438 dated 24 August 2020), it was prepared as follows:

TENDER DOCUMENTS
for the low-value public procurement of goods –
Spare parts for the maintenance of GTS machines, LVPP 185/2020

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1 GENERAL PROCUREMENT DATA

1.1. Contracting authority data:

Name	National Bank of Serbia
Address	Kralja Petra 12, Belgrade
Website	www.nbs.rs

1.2. Public procurement type: Low-value public procurement.

1.3. Public procurement subject: Goods – Spare parts for the maintenance of GTS machines.

1.4. Lot description: The subject procurement is not formed in lots.

1.5. This is not a reserved public procurement procedure.

1.6. There is no electronic auction.

1.7. The subject procedure is not conducted for the conclusion of a framework agreement, but for the conclusion of a contract.

1.8. Contact: e-mail: javne.nabavke@nbs.rs every workday (Mon-Fri) from 7:30 to 16:30.



2 TYPE, TECHNICAL CHARACTERISTICS, QUALITY, QUANTITY AND DESCRIPTION OF THE REQUIRED GOODS

2.1. TYPE OF GOODS:

Spare parts for the maintenance of GTS machines.

2.2. TECHNICAL CHARACTERISTICS:

As given in Chapter 3 of the Tender Documents.

2.3. QUALITY:

In conformity with the requirements listed in the Technical Specification.

2.4. QUANTITY AND DESCRIPTION OF GOODS:

In conformity with the requirements listed in the Technical Specification.

2.5. QUALITY CONTROL AND ASSURANCE:

The control of the installed spare parts replaced shall be executed during the record-verified takeover, by a representative of the contracting authority who will appraise whether the installed spare parts meet the stipulated quality.

2.6. DELIVERY TERM:

In conformity with the bid.

2.7. DELIVERY LOCATION:

The Institute for Manufacturing Banknotes and Coins – Topčider, Pionirska 2, Belgrade.



3 TECHNICAL SPECIFICATION

Spare parts for the maintenance of GTS machines

Spare parts for GTS counting machines

No.	Title	Catalogue number	Measurement unit	Approximate quantity
A 1	Counting disk type V8	10.0101046.R119.6/13V8	piece	3

Technical requirements:

- Delivery in conformity with DAP for packages weighing 1 and 10 kg;
- Possibility of ordering spare parts which are not specified in this document;
- The stated quantities are approximate.



4 LIST OF REQUIREMENTS SET DOWN IN ARTICLES 75 AND 76 OF THE LPP AND INSTRUCTIONS ON PROVING FULFILLMENT OF THE REQUIREMENTS

Table 1

No:	Requirements and Evidence:
1	<p>4.1. Mandatory eligibility requirements for the bidder, stipulated by Article 75 of the LPP:</p> <ol style="list-style-type: none"> 1) That it is registered with the competent body or entered in the appropriate register; 2) That it or its legal representative have not been convicted for any criminal act as members of an organized criminal group; that it has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud; 3) That it has paid due taxes and other public charges in accordance with laws of the Republic of Serbia or a foreign country if its registered address is in its territory; 4) That it has observed the current regulations regarding safety at work, employment and working conditions, protection of environment, as well as that it has not been prohibited from performing economic activity by any measure in force at the time of bid submission. <p>Evidence:</p> <ul style="list-style-type: none"> ✓ Bidder's declaration of fulfilling the requirements for participation in public procurement procedure (Chapter 6.4.1), and/or ✓ Subcontractor's declaration of fulfilling the requirements for participation in public procurement procedure (Chapter 6.4.2). (signed)

Table 2 – List of other mandatory documents and templates to be submitted together with the bid:

No	Other mandatory documents and templates:
1	Bid template (completed and signed – Chapter 6.1) with enclosures
2	Template for declaration of independent bid (signed – Chapter 6.2)
3	Template for declaration of legal representatives (completed and signed – Chapter 6.3)
4	Model contract (completed and signed – Chapter 7)
5	Agreement (if the bidder acts as the group of bidders – Model Agreement is given in Chapter 9)

4.2. Requirements for the subcontractor:

The subcontractor must fulfil all the mandatory requirements stipulated for the bidder: Chapter 4, Table 1, item 4.1. bullets 1) to 4) – which it proves by submitting the Subcontractor's declaration of fulfilling the requirements for participation in public procurement procedure (Chapter 6.4.2).

4.3. Requirements to be fulfilled by each of the bidders from the group of bidders:

Each of the bidders from the group of bidders must fulfil all the mandatory requirements stipulated in Chapter 4, Table 1, item 4.1. bullets 1) to 4) – which it proves by submitting the Bidder's declaration of fulfilling the requirements for participation in public procurement procedure (Chapter 6.4.1).

4.4. General remarks:

- If the submitted bid is appraised to be acceptable, contracting authority **may**, prior to making decision on awarding the contract, request the bidder to present – within the next 5 days – originals or certified copies stipulated by the LPP as proofs substantiating the fulfilment of the requirements stipulated by Article 75 of the LPP (Chapter 4, items 1 to 3), except for the bidder which has been entered into the Registers of Bidders (the Committee shall check the Register of Bidders).



- The contracting authority shall not request from the bidder to submit all or certain evidence, if it holds appropriate evidence for this bidder from other public procurement procedures, the previous ones announced by this contracting authority.
- Should the bidder fail to present the original or certified copy of the requested evidence within the given term, its bid shall be rejected as unacceptable.
- If the state where the bidder has registered seat does not issue the evidence referred to in Article 77 of the LPP, the bidder can submit – instead of these items of evidence – its own written declaration given under full financial and criminal liability, certified in court or other administrative body, public notary or other competent body of that state.
- The bidder shall not provide items of evidence which are publicly available on websites of competent bodies (e.g. registration data at the Business Registers Agency).
- Templates from the Tender Documents must be signed by the authorised person. If the templates have been signed by the person who has not been registered as the person in charge of representing, it is necessary to submit this person's authorisation together with the bid.
- **Additional remarks:** The bidder shall be obliged to inform the National Bank of Serbia immediately, without any delay and in writing about any change of any data it is proving related to the public procurement procedure, should this change take place prior to the decision on contract awarding, or contract conclusion or during the validity term of the contract, as well as to provide the accompanying documents for such a change, stating: "Low-value public procurement of goods – Spare parts for the maintenance of GTS machines, LVPP 185/2020.



5 CRITERION FOR CONTRACT AWARDING

5.1. CRITERION

The selection amongst the submitted and acceptable bids shall be made by the implementing the criterion of “the lowest offered price excluding VAT”.

In order to make the bids between the local and foreign bidders comparable, the Law on Public Procurements, Article 86, paragraph 5 stipulates that the offered price of the foreign bidder should include customs duties. Having that in mind, the price of the foreign bidder stated in the Bid Template shall be increased for ranking purposes by the amount of expenses needed for import agent services to be borne by the National Bank of Serbia, that is for the exact amount of RSD 3,790.00 (which represents the price of the service that the National Bank of Serbia pay to the service provider for import agenting services: RSD 3,790.00 for one customs clearance) and the customs rate applied pursuant to the regulations of the Republic of Serbia to the imports from the bidder’s state.

5.2. TWO OR MORE BIDS WITH EQUAL LOWEST PRICE

If two or more bids have the same, lowest price excl. VAT offered, the contract shall be awarded to the bidder which offered the longest warranty term. If the same warranty term has been offered, the contract shall be awarded to the bidder which offered the shortest delivery term. If the same delivery term has been offered, the contract shall be awarded to the bidder which offered the longest payment term.

If – even after the implementation of all the additional criterion elements – two or more bids turn out to be equal in all aspects, the contract shall be awarded by drawing lots.

The Committee for the public procurement shall set the venue and time of drawing lots and invite bidders’ authorised representatives to attend the procedure. At the drawing, the bidders’ representatives shall enter bidders’ names on separate pieces of paper. The members of the Committee in charge of the subject public procurement shall give the representatives identical envelopes into which the bidder’s representatives shall put the papers with names. The envelopes shall be stirred manually in front of the bidders, and the selection of the bidders shall be executed randomly, and the bid ranking shall be made according to the order of drawing. Thereof the Minutes of Drawing Procedure in LVPP 185/2020 shall be made.

Should any of the invited bidders fail to respond to the invitation to attend the drawing procedure, the Committee members shall – in front of the present bidders’ representatives – put into empty envelopes the respective pieces of paper with the names of the absent bidders and these envelopes shall as well be in the drawing procedure together with the envelopes of the present bidders’ representatives. The same procedure shall be implemented if no bidders’ representatives attend the drawing procedure.



6 TEMPLATES INTEGRAL TO THE BID

- Bid Template (Chapter 6.1)
- Template for Declaration of Independent Bid (Chapter 6.2)
- Template for Declaration of Legal Representatives (for foreign bidders, Chapter 6.3)
- Template for Bidder's declaration of fulfilling the requirements for participation in public procurement procedure (Chapter 6.4.1)
- Template for Subcontractor's declaration of fulfilling the requirements for participation in public procurement procedure (Chapter 6.4.2)
- Template for Declaration of Expenses Incurred in Bid Preparation (not mandatory, Chapter 6.5)



LVPP No: 185/2020

6.1. BID TEMPLATE

Spare parts for the maintenance of GTS machines

I submit the bid (please mark the manner of bid submission):

a) independently	b) as a joint bid	c) with subcontractor
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No	List of spare parts					Unit price		Total price for approximate quantities	
	Spare part description	Manufacturer	Catalogue number	Msrmt unit (piece)	Approx. quantities	in RSD/EUR (pls mark the currency) excl. VAT	in RSD/EUR (pls mark the currency) incl. VAT**	in RSD/EUR (pls mark the currency) excl. VAT	in RSD/EUR (pls mark the currency) incl. VAT**
1	Counting disk type V8		10.0101046.R119.6/13V8	piece	3				
	TOTAL:								

Spare parts delivery term: (200 calendar days maximum)	Up to ____ calendar days from the day of receipt of a written request for delivery, sent by Buyer's representative (e-mail included)
Spare parts warranty term: (6 months minimum)	_____ months from the day of spare parts delivery
Payment term for the delivered spare parts: (15 days minimum – 45 days maximum)	_____ days from the day of receipt of the pertinent invoice sent for the particular delivery of spare parts verified by the Record or by the shipping document stipulated in Article 9 of the Model Contract



Bid validity term: (60 days minimum)	_____days from the bid opening day
Note, for foreign bidder only: please state if the EUR1 form is enclosed (the document proving that the goods are imported from the EU to Serbia), or Authorisation Certificate/No at the invoice (original, if the goods are from the EU)	EUR 1 form or Authorisation Certificate/No at the invoice (original) is enclosed to the goods (if the goods are from the European Union): YES NO (pls mark the option)

Notes:

(**) Foreign bidders should enter just prices excluding VAT.

Spare parts shall be delivered based on the Buyer's request, successively, during the contract validity term (24 months), in accordance with the Technical Specification from the Tender Documents and the specifications of the types and quantities of the goods for each delivery.

If it is necessary to deliver spare parts which have not been listed in the Technical Specification, the Buyer shall send the request to the Seller with the specification of the necessary spare parts and their quantities. The delivery of these spare parts shall be performed based on the agreement given previously by the Buyer in writing, as to types, quantities, quality and prices of these spare parts, where to all the provisions of the contract shall be applied.

The prices of spare parts shall include all the expenses that the bidder will have in the contract realisation.

LOCAL bidder shall express the goods price with all the costs (including customs and freight forwarding costs) up to the Buyer's address – the Institute for Manufacturing Banknotes and Coins Topčider, Pionirska 2, Belgrade, excluding VAT.

FOREIGN bidder shall express the goods price in conformity with DAP (Incoterms 2020), the Institute for Manufacturing Banknotes and Coins Topčider, Pionirska 2, Belgrade, excluding VAT.

In order to make the local and the foreign bids comparable, the Law on Public Procurements, Article 86, paragraph 5, stipulates that customs costs should also be included in a foreign bidder's price. Therefore, for the purpose of ranking, the price of spare parts of a foreign bidder stated in the Bid Template shall be increased for the freight-forwarding costs to be borne by the National Bank of Serbia, for the exact amount of RSD 3,790.00 (that is the price of the service that the NBS is paying to the freight forwarding agency) and customs rate in conformity with RS regulations relating to imports from the bidder's country.

If the bidder's goods are accompanied by EUR1 form or Authorisation Certificate/No at the invoice, the bidder shall state that in the Bid Template, in the section *Notes*.

During bid ranking, if expressed in euros, the price shall be converted into dinars using the official middle exchange rate of the National Bank of Serbia on the day of bid opening.



LOCAL bidder shall timely announce the arrival at the Institute for Manufacturing Banknotes and Coins – Topčider (hereinafter: Institute), 2 days prior to the arrival to the Institute at latest, by sending an e-mail at the address zahtevi.zin@nbs.rs with the following data: date and time of the delivery of goods, Seller's data, names and surnames of the persons who shall deliver the goods and the plate registration number of the vehicle.

FOREIGN bidder shall inform the Institute on the dispatch date of the goods by sending an e-mail at the address zahtevi.zin@nbs.rs.

When invoicing for the goods the Seller shall state in the invoice the number under which the contract has been registered in the Buyer's records (Z No) and the number of the low-value public procurement LVPP 185/2020.

Enclosures to the Bid Template:

- ✓ Enclosure 1 (Data on the bidder),
- ✓ Enclosure 2 (Data on the bidders forming a group of bidders) and
- ✓ Enclosure 3 (Data on the subcontractor).

Date:

.....

Bidder's signature



ENCLOSURE 1
TEMPLATE – DATA ON THE BIDDER
(WHEN ACTING INDEPENDENTLY OR WITH SUBCONTRACTOR)

Bidder's name:	
Bidder's address:	
Contact person:	
E-mail address:	
Telephone number:	
Fax number:	
Bidder's tax ID number (TIN):	
Bidder's registry number:	
Account number:	
Bidder's representative registered in the Business Register Agency to be competent to sign the contract	

If the contract has been signed by another person, his/her authorisation issued by the representative of the bidders registered in the Business Register Agency to be able to sign the contract shall be enclosed to the signed contract.



ENCLOSURE 2
**TEMPLATE – DATA ON THE BIDDER
(WHEN ACTING IN A JOINT BID)**

Bidder's name:	
Bidder's address:	
Contact person:	
E-mail address:	
Telephone number:	
Fax number:	
Bidder's tax ID number (TIN):	
Bidder's registry number:	
Account number :	
* Bidder's representative registered in the Business Register Agency to be competent to sign the contract	

If the contract has been signed by some other person, enclosed to the contract there shall be an authorisation issued by the bidder's representative registered at the Business Register Agency stating that the person is competent to sign the contract.

*The blank field on the authorised representative shall be completed solely by the member of the group of bidders which will sign the contract on behalf of the group.

If the bidder acts with several bidders, this template should be copied in several copies and submitted for each bidder separately.



ENCLOSURE 3
TEMPLATE – DATA ON THE SUBCONTRACTOR

Subcontractor's name:	
Subcontractor's address:	
Contact person:	
E-mail address:	
Telephone number:	
Fax number:	
Subcontractor's tax ID number (TIN):	
Subcontractor's registry number:	
Account number:	
Percentage of the total value of the procurement to be entrusted to this subcontractor, maximum 50%:	
Part of the procurement subject to be executed by this subcontractor:	

If the bidder acts with several subcontractors, this template should be copied in several copies and submitted for each subcontractor separately



6.2. TEMPLATE FOR DECLARATION OF INDEPENDENT BID

D E C L A R A T I O N

OF INDEPENDENT BID

Hereby I declare under full financial and criminal liability that:

- I have submitted the bid independently, without any agreement with other bidders or interested parties.

Date:

Bidder's signature

Note: Should there arise a reasonable doubt in the truthfulness of the Declaration of the Independent Bid, the contracting authority shall immediately inform the competition protection body. The body authorised for competition protection can proscribe the measure of prohibition of participating in the public procurement procedure to the bidder, i.e. interested person, if this body concludes that the bidder, i.e. interested person violated the competition in the PP procedure, in the sense of the Law regulating competition protection. The measure of prohibition can last up to two years. The violation of competition represents negative reference, as stipulated in Article 82, paragraph 1, item 2 of the Law.

If a group of bidders submits the bid: the Declaration must be signed by the authorised representative of each bidder from the group of bidders.



6.3. TEMPLATE FOR DECLARATION OF LEGAL REPRESENTATIVES

(TO BE COMPLETED BY FOREIGN BIDDERS ONLY)

DECLARATION

OF THE BIDDER ON LEGAL REPRESENTATIVES

We hereby declare, under full financial and criminal liability, that in conformity with the regulations of the state in which our headquarters are located, our legal representatives are as follows:

Date:

Bidder's signature

.....

.....



6.4. TEMPLATES FOR DECLARATIONS OF THE FULFILLMENT OF THE REQUIREMENTS TO PARTICIPATE IN PUBLIC PROCUREMENT PROCEDURE

6.4.1. TEMPLATE FOR BIDDER'S DECLARATION OF THE FULFILLMENT OF THE REQUIREMENTS TO PARTICIPATE IN PUBLIC PROCUREMENT

I, as the legal representative of the bidder, under full moral, financial and criminal liability make the following

D E C L A R A T I O N

The bidder _____, ID no _____ fulfils all the requirements stipulated by the Tender Documents for the low-value public procurement No LVPP 185/2020, more specifically:

1. That it is registered with the competent body or entered in the appropriate register;
2. That it or its legal representative have not been convicted for any criminal act as members of an organised criminal group; that it has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud;
3. That it has paid due taxes and other public charges in accordance with laws of the Republic of Serbia or a foreign country if its registered address is in its territory;
4. That it has observed current regulations regarding safety at work, employment and working conditions, protection of environment, as well as that it has not been prohibited from performing economic activity by any measure in force at the time of bid submission.

Notes:

If it is not entirely clear whether the bidder or any from the group of bidders fulfils some of the requirements stipulated by the Tender Documents, the contracting authority may request the bidder to submit corresponding documents confirming the fulfilment of the requirements.

If the bid is submitted by a group of bidders this Declaration has to be signed by the authorised person of every bidder from the group.

This Declaration should be copied and delivered for each member of the group separately.

Date:

.....

Bidder's signature:

.....



6.4.2. TEMPLATE FOR SUBCONTRACTOR'S DECLARATION OF THE FULFILLMENT OF THE REQUIREMENTS TO PARTICIPATE IN PUBLIC PROCUREMENT PROCEDURE

Under full moral, financial and criminal liability I make the following

DECLARATION

The subcontractor _____, ID no _____ fulfils all the requirements stipulated by the Tender Documents for the low-value public procurement no LVPP 185/2020, more specifically:

1. That it is registered with the competent body or entered in the appropriate register;
2. That it or its legal representative have not been convicted for any criminal act as members of an organised criminal group; that it has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud;
3. That it has paid due taxes and other public charges in accordance with laws of the Republic of Serbia or a foreign country if its registered address is in its territory;
4. That it has observed current regulations regarding safety at work, employment and working conditions, protection of environment, as well as that it has not been prohibited from performing economic activity by any measure in force at the time of bid submission.

Notes:

If it is not entirely clear whether the subcontractor fulfils some of the requirements stipulated by the Tender Documents, the contracting authority may request the bidder to submit corresponding documents confirming the fulfilment of the requirements.

If the bid is submitted by the bidder with subcontractor this Declaration has to be signed by the authorised person of the subcontractor.

If the bidder acts with several subcontractors, this Declaration should be copied and delivered for each subcontractor separately.

Date:

Bidder's signature:

.....

.....



6.5. TEMPLATE FOR DECLARATION OF EXPENSES INCURRED IN BID PREPARATION

DECLARATION

OF EXPENSES INCURRED IN BID PREPARATION

Hereby I declare under full financial and criminal liability that I incurred the following costs in the bid preparation procedure:

EXPENSE	VALUE
	RSD/EUR _____ excl. VAT
	RSD/EUR _____ excl. VAT
	RSD/EUR _____ excl. VAT
	RSD/EUR _____ excl. VAT
	RSD/EUR _____ excl. VAT
	RSD/EUR _____ excl. VAT
	RSD/EUR _____ excl. VAT
	RSD/EUR _____ excl. VAT
	RSD/EUR _____ excl. VAT
	RSD/EUR _____ excl. VAT

In conformity with Article 88 of the LPP the bidder **may** submit within the bid the total amount and structure of expenses incurred in bid preparation.

The expenses of bid preparation and submission shall be borne exclusively by the bidder which cannot require from the contracting authority to refund the expenses.

If the public procurement has been cancelled for the reasons relating to the contracting authority, the contracting authority shall be obliged to refund to the bidder the expenses of making a sample or model if they have been made in conformity with the Technical Specification of the contracting authority, as well as the expenses relating to the acquiring of collateral, but only if the bidder has required the refund of the expenses in its bid.

*This Declaration is the integral part of the Tender Documents, pursuant to the Rules on Mandatory Elements of Tender Documents in Public Procurement Procedure and on Manner of Proving Fulfilment of Requirements (RS Official Gazette Nos. 86/2015 and 41/2019)

NOTE: SUBMITTING THIS DECLARATION IS NOT MANDATORY.

Date:

Bidder's signature



7 MODEL CONTRACT

ON PURCHASE AND SALE OF SPARE PARTS FOR THE MAINTENANCE OF GTS MACHINES

concluded between:
NATIONAL BANK OF SERBIA
Kralja Petra 12, Belgrade,
represented by _____,
(hereinafter: Buyer)
on the one part,

and

represented by _____, Manager
(hereinafter: Seller)
on the other part

(other bidders from a group of bidders)



CONTRACT SUBJECT

Article 1

The subject of this contract is purchase and sale of spare parts (hereinafter: spare parts) for the maintenance of GTS machines, in full compliance with the Seller's bid, registered with the National Bank of Serbia as No _____ of _____ 2020 and with the Technical Specification, which make the integral part of this contract.

(The Seller shall work jointly with the subcontractor _____, Street _____ from _____, which shall partially conduct the subject procurement, in the following part: _____).

PRICES AND CONTRACT VALUE

Article 2

The unit prices of spare parts have been determined in the bid referred to in Article 1 hereof.

The total price for the approximate quantities from the Bid Template amounts to EUR/RSD _____ (pls mark the currency), excluding VAT.

The total value of the contract amounts to RSD/EUR _____ (by 10% more than the total price stipulated in Article 2 hereof, but not exceeding the estimated value of the public procurement – to be completed by the Buyer).

The unit prices of the spare parts in the bid referred to in Article 1 hereof have been determined based on DAP Belgrade (Incoterms 2020) for packages of 1 and 10 kg.

The costs of intermediation in the customs procedures regarding the import of goods and the customs costs shall be borne by the Buyer. The costs of agent services regarding import-related customs costs shall be paid based on the price stipulated in the contract between the National Bank of Serbia and the renderer of import-related agent services (freight forwarder), whereas the customs rate shall be paid based on the regulations relating to imports and based on the information of the RS Customs Administration Office. – Foreign bidder.

PRICE CHANGE

Article 3

The agreed prices stipulated in Article 2 hereof expressed in RSD can be changed if there comes to the change of prices of the agreed goods in the market, but exclusively with the written approval of the other contracting party given to the request for price change and not more than the growth rate of consumer prices for the previous period (from the contract conclusion date and/or the previous price change), in accordance with the published data of the Republic Institute for Statistics.

The other contracting party shall respond to the request for the change of the prices referred to in Article 2 hereof within 20 days from the day of the reception of the request referred to in paragraph 1 of this Article.

The agreed price shall not be changed if the Seller is late by its own fault.

PAYMENT

Article 4

The Seller shall issue invoice for the delivered spare parts and shall submit it for payment to the Buyer's address: the Institute for Manufacturing Banknotes and Coins – Topčider, Pionirska 2, Belgrade.

For the replaced spare parts the Buyer shall pay to the Seller as per the price stipulated in the bid referred to in Articles 2 and 3 hereof within _____ days from the day of the receipt of the pertinent invoice issued for the delivered spare parts, verified by the Record and/or the shipping document referred to in Article 9 hereof.



If the offered price is in EUR – local bidder:

The payment shall be executed in RSD using the appropriate official middle exchange rate of the National Bank of Serbia valid on the invoicing day.

If the offered price is in EUR – foreign bidder:

The payment shall be executed in EUR.

When invoicing for the goods the Seller shall state in the invoice the number under which the contract has been registered in the Buyer's records (Z No) and the number of the low-value public procurement LVPP 185/2020.

DELIVERY MANNER AND TERMS

Article 5

Foreign bidder

The Seller shall deliver the goods to the Buyer in conformity with DAP (Incoterms 2020) to the Buyer's address – the Institute for Manufacturing Banknotes and Coins Topčider, Belgrade, Pionirska 2 (hereinafter: Institute) within up to _____ calendar days from the day of receiving Buyer's written request for delivery.

The Seller shall timely announce the delivery of spare parts by sending an e-mail at the address zahtevi.zin@nbs.rs with the following data: date of dispatch of the ordered goods, transport vehicle, the delivered quantity, gross and net weight – for taking the appropriate steps regarding the customs and the receipt of the goods, and Seller's data.

Local bidder

The Seller shall deliver the goods to the Buyer to the Buyer's address – the Institute for Manufacturing Banknotes and Coins Topčider, Belgrade, Pionirska 2 (hereinafter: Institute) within up to _____ calendar days from the day of receiving Buyer's written request for delivery.

The Seller shall timely announce the delivery of the goods by sending an e-mail at the address zahtevi.zin@nbs.rs with the following data: date and time of the delivery, Seller's data, names and surnames of the persons who shall deliver the goods and the plate registration number of the vehicle.

DOCUMENTS ACCOMPANYING THE DELIVERED SPARE PARTS

Article 6

The Seller shall deliver spare parts successively during the validity term of the contract in accordance with the bid, the Technical Specification and the specifications of types and quantities of the goods for each particular delivery.

The specification of the quantities and types of spare parts referred to in paragraph 1 hereof shall be given along with each separate request for the delivery sent by the Buyer's representative.

When delivering the spare parts the Seller shall be obliged to furnish the Buyer with the following documents:

- Commercial invoice (one original and two copies);
- Certified warranty list and Safe Handling Manual in Serbian;
- Delivery note (one original) – **local bidder**;
- Bill of lading/CMR or AWB waybill (one original and two copies) – **foreign bidder**;
- Certificate of origin – EUR 1, proving that the goods are imported into Serbia from the European Union, or Authorisation Certificate/No at the invoice (original) – **foreign bidder**.

The Seller shall also be obliged to send at the delivery other documents necessary for the import and customs duties, generally provided by the Seller – **foreign bidder**.

Upon the dispatch of goods, the Seller send to the Buyer via courier service – express mail, one original invoice, as soon as possible.



THIRD PARTY CLAIMS

Article 7

The Seller shall deliver to the Buyer the goods which are free from any rights or claims of third persons.

The Seller shall be liable to the Buyer if there exists a right or claim of a third person relating to the goods which excludes, reduces or limits the right of the Buyer to their usage and handling.

FORBIDDANCE TO ASSIGN OR PLEDGE CONTRACT-RELATED CLAIMS

Article 8

The contract-related claims cannot be assigned to any other legal or physical persons, except to the connected persons of the Seller, nor can they be pledged or used in any other manner as collateral towards third persons.

The Seller shall be liable to the Buyer in case of unauthorised assignment or pledging of its claims referred to herein.

The Seller shall have the right to damage compensation in case of non-compliance with this provision hereof.

RECEPTION OF SERVICES AND ELIMINATION OF FLAWS

Article 9

Local bidder

The contracting parties shall be obliged to perform quantitative and qualitative reception of the spare parts, whereof a Record should be made in two copies to be signed and retained by the Seller's and the Buyer's representative respectively.

At the takeover the Buyer's representative shall be obliged to inspect the delivered spare parts in the usual manner and to inform the Seller of any visible deficiencies immediately.

If after the takeover there arises some flaw that could not have been spotted by the routine inspection, the Beneficiary's representative shall be obliged to inform the Provider thereof in writing, immediately, without delaying.

In the case the Seller knew or must have known about the flaws, the Buyer shall have the right to refer to those flaws even if it did not perform its duty to inspect the goods, and/or to inform timely the Seller on the detected flaw.

Foreign bidder

The takeover of the spare parts shall be executed at the final destination referred to in Article 5 hereof, in conformity with the delivery documents and by Buyer's representative signing the shipping document.

Article 10

In the cases stipulated in Article 9 hereof the Buyer has the right to require from the Seller to:

- deliver the new spare part (without deficiencies) within 100 days from the day of receiving the Buyer's request to do so (contract obligations fulfilment);
- submit a credit note within eight days from the day of receiving Buyer's written request to do so, agreeing therein to decrease the submitted invoice for the value of the inappropriate, and/or missing goods, in accordance with the unit prices stipulated in the bid referred to in Article 1 hereof.



If the Buyer has not received contract obligations fulfilment within the term stipulated in the previous paragraph, it shall have the right to terminate the contract, whereof it shall inform the Seller in writing.

The Buyer can terminate the contract even without an additional term, if the Seller has informed it that it will not meet the contractual obligations, i.e. when it is obvious that the Seller will not be able to meet its contractual obligations even within the additional term given.

WARRANTY TERM

Article 11

The Seller shall guarantee for the quality of the spare parts delivered within the term stipulated in the bid referred to Article 1 hereof.

If there came to the replacement of the spare parts or to any major repair due to malfunctioning, the warranty term starts anew, as of the date of spare parts replacement/repaired spare parts return.

CONTRACTUAL PENALTY

Article 12

Should the Seller fail to execute the contractual obligation within the agreed term (and not due to the Buyer's fault or due to Force Majeure), the Buyer shall be entitled to charge the Seller with the contractual penalty in the amount of 0.2% of the total value of these particularly ordered spare parts for each day of tardiness.

The contractual penalty referred to in paragraph 1 hereof shall start to be calculated from the first day following the deadline for fulfilling the contractual obligations up to the day of fulfilment of the contractual obligation, and at longest till the day when the value of the calculated contractual penalty reaches 10% of the total value of these particularly ordered spare parts.

Should the Seller fail to perform the contractual obligation at all, the Buyer shall be entitled to charge contractual penalty for each separate case in the amount of 10% of the total value of the ordered spare parts.

The Seller shall submit a credit note for charging contractual penalties referred to herein, within 8 days from the day of receipt of the Buyer's written request.

The Buyer's right to charge the contractual penalty does not affect its right to demand damage compensation.

FORCE MAJEURE

Article 13

If one contracting party cannot execute its contractual obligations due to the occurrence of an external event beyond its control, which could not have been foreseen at the time of contract conclusion (Force Majeure), the contracting party affected by Force Majeure shall be relieved from liability for not executing its contractual obligation. Relief from liability shall start at the moment when the inability to execute contractual obligation arose.

The contracting party affected by Force Majeure shall be obliged to immediately send information on its inability to execute its contractual obligations to the other contracting party, stating there the reason for this inability. If the information has not reached the other party within a reasonable period of time, the contracting party affected by Force Majeure shall be liable for the damage deriving from its failure to send the information.

If the inability to execute is of temporary character, the relief from fulfilling contractual obligations shall be valid only during the existence of the circumstances which caused the inability to act.

If the inability to execute the contractual obligations lasts longer than 30 calendar days, the other contracting party can terminate the contract.



The contracting party terminating the contract has to inform the other contracting party affected by Force Majeure on the termination of the contract. The information on the contract termination must be made in writing and immediately sent to the other contracting party, with the proof of sending.

CONTRACT EFFECTIVENESS

Article 14

This contract shall be effective from the date of signing by both contracting parties and shall be concluded for the period of 24 months.

This contract shall cease to be valid even before the term stipulated in paragraph 1 of this Article when the earmarked funds of the Buyer stipulated in Article 2, paragraph 3 hereof have been exhausted, whereof the Buyer informs the Seller.

CONTRACT TERMINATION

Article 15

Either contracting party can terminate this contract if the obligations taken by the contract have not been fulfilled by the other contracting party. The unfulfilment of the contractual obligation means that it has not been fulfilled, that it has been partially fulfilled, or that it has been fulfilled – but not as stipulated in the contract.

The contracting party terminating the contract must inform the other contracting party thereof, by sending it a written notice via mail – registered mail, with return receipt or – electronically (by e-mail).

CONTRACT CANCELLATION

Article 16

Either contracting party can cancel the contract.

The contracting parties agree that the cancellation period in the case referred to in paragraph 1 hereof shall be 30 days, starting from the day of delivering written information on cancellation and evidence on its justifiability.

Should either contracting party cancel the contract without a justifiable, i.e. objective and provable reason, the other contracting party shall have the right to charge contractual penalty on account of unjustified cancellation in the amount of 10% of the total contract value.

OTHER PROVISIONS

Article 17

Local bidder:

Issues not regulated by the provisions hereof shall be governed by the Serbian Law on Obligations and Contracts.

Foreign bidder:

Issues not regulated by the provisions hereof shall be governed by the Swiss Code of Obligations.

Article 18

Local bidder:

The contracting parties agree to resolve amicably all disputes in relation hereto. Otherwise, the court of competent jurisdiction shall be the Commercial Court in Belgrade.

Foreign bidder:

The contracting parties agree to resolve amicably all disputes in relation hereto.

Disputes which may arise here from or in relation herewith will be eventually resolved in accordance with the rules of Foreign Trade Arbitration at the Serbian Chamber of Commerce, in accordance with its Rulebook. The place of arbitration shall be Belgrade.

The language of arbitration and correspondence shall be English.



Article 19

Local bidder:

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

Foreign bidder

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

On behalf of the SELLER

On behalf of the BUYER



8 INSTRUCTIONS TO BIDDERS ON HOW TO PREPARE THE BID

8.1. DATA ON MANDATORY LANGUAGE OF THE BID

The bid can be made in the Serbian or English language.

8.2. REQUIREMENTS RELATING TO THE BID PREPARATION

1) The bidder's bid (including the enclosures) should be manually numbered (each page separately) with clearly written page number out of the total number of pages (e.g. page 1 of 2) and initialled by the bidder. The entire set of documents (the bid) should be punched, tied by a ribbon and sealed by sealing wax.

2) The bid must include all the evidence on fulfilling the requirements set out in Chapter 4 from the Tender Documents. All the templates, Bid Template and Model Contract contained as the integral parts in the Tender Documents have to be correctly completed and signed.

3) **If the bidder acts independently or with a group of bidders**, the bidder or the authorised representative of the group of bidders shall submit the following forms:

No	Form	Item
1	Bid template with enclosures	(Chapter 6.1)
2	Template for declaration of legal representatives (signed) – refers to foreign bidders only	(Chapter 6.3)
3	Template for declaration of expenses incurred in bid preparation (submitting this declaration is not mandatory)	(Chapter 6.5)
4	Model contract	(Chapter 7)

The bidder acting independently and each bidder from the group of bidders, including the authorised representative of the group, shall submit the following forms:

No	Form	Item
1	Template for declaration of independent bid	(Chapter 6.2)
2	Template for bidder's declaration of the fulfilment of the requirements for participation in public procurement	(Chapter 6.4.1)

The authorised representative of the group of bidders is the bidder who has been appointed as the leading member of the group, or the one who will submit the bid, sign the templates and represent the group of bidders before the contracting authority, according to the agreement stated in Article 81 of the LPP by which the bidders from the group bind to each other and to the contracting authority to jointly execute the public procurement.

4) **If the bidder acts jointly with subcontractor(s)**, the bidder shall submit the following forms:

No	Form	Item
1	Bid template with enclosures	(Chapter 6.1)
2	Template for declaration of independent bid	(Chapter 6.2)
3	Template for declaration of legal representatives (signed) – refers to foreign bidders only	(Chapter 6.3)
4	Template for bidder's declaration of the fulfilment of the requirements for participation in public procurement	(Chapter 6.4.1)
5	Template for declaration of expenses incurred in bid preparation (submitting this declaration is not mandatory)	(Chapter 6.5)
6	Model contract	(Chapter 7)



The subcontractor shall submit the following form, completed and signed:

No	Form	Item
1	Template for subcontractor's declaration of the fulfilment of the requirements for participation in public procurement	(Chapter 6.4.2)

5) **The manner of taking over the Tender Documents, i.e. the website where the documents are available:**

- i. Public procurements portal (<http://portal.ujn.gov.rs>);
- ii. Contracting authority's website (www.nbs.rs);
- iii. Direct take over at Nemanjina 17, Belgrade, National Bank of Serbia, Procurement Department, Public Procurement Division (every workday Mon-Fri from 7:30 to 16:30).

6) **Manner and deadline of bid submission:** Bidders shall submit the bids in a closed envelope, by registered mail or by personal delivery at the address of the contracting authority: National Bank of Serbia, Nemanjina 17, with the following note:

**„Bid for the low-value public procurement of goods:
Spare parts for the maintenance of GTS machines,
LVPP 185/2020“ – do not open.**

The flap of the envelope should contain the bidder's name, contact person and telephone number.

It is desirable that the bidder should submit a copy of the bid together with the original bid.

Both the original and the copy should be in separate sealed envelopes, but put together into one large envelope with the following text: „Bid for the low-value public procurement of goods: Spare parts for the maintenance of GTS machines, LVPP 185/2020“ – do not open.

The envelope with the original bid should be marked as: “Original bid for the low-value public procurement of goods: Spare parts for the maintenance of GTS machines, LVPP 185/2020“ – do not open.

The envelope with the copy of the bid, identical with the original, should be marked as: “Copy of the bid for the low-value public procurement of goods: Spare parts for the maintenance of GTS machines, LVPP 185/2020“ – do not open.”

The bid submission deadline is:

9 October 2020 by 10:00

The bid shall be deemed **timely** if it has arrived to the registration office of the contracting authority at Nemanjina 17, Belgrade till (including) **9 October 2020 by 10:00**.

The bid failing to arrive to the registration office of the contracting authority at 17 Nemanjina Street, Belgrade) **9 October 2020 by 10:00** shall be deemed **untimely**.

7) **Manner, place and time of bid opening:** Bid opening shall be public and will be held immediately after the expiration of bid submission deadline, in the presence of LVPP Committee members at 17 Nemanjina Street, Belgrade, on **9 October 2020 at 10:30**.

8) **Conditions under which bidders' representatives can participate in the bid opening procedure:** Bidders' authorised representatives may attend the bid opening procedure, if they have written authorisations to participate, which they are obliged to hand over to the Committee prior to the bid opening procedure.

At the same time, to ensure the application of the COVID-19 containment measures, bidders' representatives attending the bid opening must wear protective face masks and gloves.

They must also maintain social distance, i.e. distance of at least two metres between themselves and others.



If a bidder's representative fails to wear personal protective equipment (face mask and gloves), he will be denied the right to attend the bid opening.

The same preventive and protective measures apply to any interested parties (members of the public) wishing to attend the bid opening.

9) Contact: e-mail address javne.nabavke@nbs.rs every workday (Mon-Fri) from 7:30 to 16:30.

8.3. LOTS

This public procurement is not divided in lots.

8.4. BIDS WITH VARIANTS

Bids with variants are not allowed.

8.5. MANNER OF AMENDING, SUPPLEMENTING OR CANCELLING THE BID

In conformity with Article 87, paragraph 6 of the LPP the bidder may amend, supplement, or cancel its bid within the bid submission term. Therefore, the amendment, supplementation or cancellation of the bid shall be valid if the contracting authority has received the information on them before the expiry of the term for bid submission.

Amending, supplementing or cancelling the bid shall be made in the manner stipulated for bid submission.

E.g. "Amendment to the bid for the low-value public procurement of goods: Spare parts for the maintenance of GTS machines, LVPP 185/2020" – do not open" or "Supplement to the bid for the low-value public procurement of goods: Spare parts for the maintenance of GTS machines, LVPP 185/2020" – do not open" or "Cancellation of the bid for the low-value public procurement of goods: Spare parts for the maintenance of GTS machines, LVPP 185/2020" – do not open"

Bid cannot be amended, supplemented or cancelled upon the expiry of the term for bid submission.

8.6 PARTICIPATION IN A JOINT BID OR AS A SUBCONTRACTOR

The bidder who has independently submitted its bid cannot simultaneously participate in some other bid as a joint bidder or as a subcontractor, nor can it participate in several joint bids.

8.7. FULFILLMENT OF REQUIREMENTS ON SUBCONTRACTOR'S SIDE

If the bidder intends to entrust the execution of the procurement partly to the subcontractor, it shall be obliged to specify in the bid whether the performance of the service will be partially entrusted to subcontractor, the subcontractor's name, percentage of the total procurement value that is going to be entrusted to the subcontractor (maximum 50%), as well as the very part of the procurement that will be performed by the subcontractor.

Should the contract between the contracting authority and the bidder be signed, that subcontractor will be specified in the contract.

The bidder shall be fully liable to the contracting authority for the execution of the entire procurement contract, regardless of the number of subcontractors.

The bidder may engage as subcontractor an entity not nominated in the bid, if there came to a longer inability of payment on the part of the already nominated subcontractor, if the newly nominated subcontractor fulfils all the requirements stipulated for the subcontractor and if the contracting authority agrees to that.

Subcontractor must meet the mandatory requirements stipulated for the bidder (Chapter 4, Table 1, item 4, bullets 1 to 4) which it proves by submitting the Subcontractor's Declaration of Fulfilment of the Requirements for Participation in Public Procurement Procedure (Chapter 6.4.2).



8.8. FULFILLMENT OF REQUIREMENTS IN A JOINT BID

A bid may be submitted by a group of bidders.

An integral part of a joint bid shall be a legal document binding the bidders from the group of bidders amongst themselves and to the contracting authority to jointly execute the procurement.

This legal document shall mandatorily include the data on:

- 1) leading member of the group, that is the one which will submit the bid, sign the templates from the Tender Documents on behalf of the group and represent the group of bidders before the contracting authority;
- 2) bidder which will sign the contract on behalf of the group of bidders;
- 3) bidder which will provide collateral on behalf of the group of bidders;
- 4) bidder which will issue the invoice;
- 5) the account for the execution of payment;
- 6) liabilities of each bidder from the group of bidders for contract execution (**Agreement Model given in Chapter 9**).

The bidders from the group of bidders shall bear unlimited joint and several liabilities towards the contracting authority.

Each of the bidders from the group of bidders must fulfil the mandatory requirements stipulated in Chapter 4, Table 1, item 4.1, bullets 1 to 4 by submitting the Bidder's Declaration of Fulfilment of the Requirements for Participation in Public Procurement Procedure (Chapter 6.4.1).

8.9. ESSENTIAL REQUIREMENTS FOR BID CORRECTNESS/ACCEPTABILITY

The offered spare parts must in all aspects comply with the demands of the contracting authority and the specified technical characteristics.

The payment term shall be specified from the date of reception of the pertinent invoice, and can be 15 calendar days minimum and 45 calendar days maximum from the reception of the pertinent invoice. No advance payment shall be accepted, i.e. if the bidder requires advance payment, its bid shall be rejected as unacceptable.

The terms should be precisely defined in accordance with the Bid Template.

Imprecisely set deadlines (e.g. immediately, as agreed, from-to, successively, and similar) shall not be accepted. If the bidder set deadlines imprecisely, the bid shall be deemed unacceptable.

8.10. PRICE

The prices of the subject services can be expressed in dinars – RSD or in foreign currency – EUR, with all the costs that the bidder has in the realisation of the subject procurement, excluding and including VAT.

LOCAL bidder shall express the goods price with all the costs (including customs and freight forwarding costs) up to the Buyer's address – the Institute for Manufacturing Banknotes and Coins Topčider, Pionirska 2, Belgrade, excluding VAT.

FOREIGN bidder shall express the goods price in conformity with DAP (Incoterms 2020), Pionirska 2, Belgrade excluding VAT for packages of 1 and 10 kg.

In order to make the local and the foreign bids comparable, the Law on Public Procurements, Article 86, paragraph 5, stipulates that customs costs should also be included in a foreign bidder's price. Therefore, for the purpose of ranking, the price of spare parts of a foreign bidder stated in the Bid Template shall be increased for the freight-forwarding costs to be borne by the National Bank of Serbia, for the exact amount of RSD 3,790.00 (that is the price of the service that the NBS is paying to the freight forwarding agency per the concluded contract for one customs clearance) and customs rate in conformity with RS regulations relating to imports from the bidder's country.

When evaluating the bid, the prices expressed in EUR shall be calculated in RSD using the official middle exchange rate of the National Bank of Serbia valid on the bid opening date.



If the bidder offers an unusually low bid price, the contracting authority shall proceed in accordance with Article 92 of the LPP.

8.11. FINANCIAL COLLATERAL

Financial collateral is not required for this procurement.

8.12. CONFIDENTIALITY

The subject procurement does not contain confidential information.

8.13. MANNER OF TAKING TECHNICAL DOCUMENTS WHICH COULD NOT BE POSTED DUE TO THEIR COMPREHENSIVENESS

All the necessary documents for the subject procurement have been posted.

8.13. ADDITIONAL INFORMATION AND CLARIFICATIONS

An interested person can request additional information or clarifications relating to the bid preparation in written form, or point out to the contracting authority potentially spotted deficiencies or irregularities in the Tender Documents, by sending a letter at the address of the National Bank of Serbia, Nemanjina 17, Belgrade, or an e-mail at the e-mail address: javne.nabavke@nbs.rs, five days prior to the expiry of the deadline for bid submission at latest.

The answer(s) to the request(s), as well as any amendments and supplements to the Tender Documents, shall be posted at the Public Procurements Portal and at the website of the National Bank of Serbia, link Tenders.

Requesting additional information and clarifications can be done via e-mail address: javne.nabavke@nbs.rs, every work day (Mon-Fri) from 7:30 to 16:30.

The communication between the interested persons/bidders and the contracting authority shall be performed in the manner prescribed by Article 20 of the LPP:

- via e-mail or mail, as well as via contracting authority's posting at the Public Procurements Portal and at the website of the National Bank of Serbia, link Tenders;
- if a document from the public procurement procedure has been sent by the contracting authority or the bidder via e-mail, the party that delivered the document this way shall be obliged to require from the other party to confirm the receipt of the document in the same way, which the other party shall be obliged to do when needed as a proof of executed sending.

Requesting additional information and clarifications over the phone is not allowed.

8.15. ADDITIONAL EXPLANATIONS, CONTROL AND PERMITTED CORRECTIONS

The National Bank of Serbia may, upon the opening of the bid, ask the bidder in written form for additional explanations that will be useful in the course of examination and evaluation of the bid, and may also pay a visit to the bidder, and/or its subcontractor (Article 93 of the LPP).

The contracting authority may, with the bidder's consent, rectify arithmetic errors noticed while examining the bid, upon termination of the bid opening procedure.

If there is a difference between the unit and total price, the unit price shall be the reference one.

If the bidder does not consent to the correction of arithmetic errors, the contracting authority shall reject such a bid as unacceptable.

8.16. USAGE OF PATENTS AND INTELLECTUAL PROPERTY RIGHTS

Fees for patent usage, as well as the liability for breach of protected intellectual property rights of third persons shall be borne by the bidder.



8.17. REQUEST FOR THE PROTECTION OF RIGHTS

The request for the protection of rights should be submitted to the contracting authority, and a copy of the request for the protection of rights should also be sent to the Republic Commission.

The request for the protection of rights can be submitted to the contracting authority by e-mail as well, to the following e-mail address: javne.nabavke@nbs.rs every workday (Mon-Fri) from 7:30 to 16:30.

The request for the protection of rights can be submitted during the entire public procurement procedure, against any activity of the contracting authority, unless stipulated otherwise by the Law.

The fees for filing a request for the protection of rights shall be RSD 60,000.00 pursuant to Article 156, paragraph 1, item 1) of the LPP.

The request for the protection of rights disputing the type of the procedure, the contents of the Invitation to Bid or of the Tender Documents shall be deemed as a timely one if the contracting authority has received it at least 3 days prior to the closing bid submission date, regardless of the manner of delivery, and if the submitter of the request pointed out to the contracting authority certain deficiencies and irregularities – in conformity with Article 63, paragraph 2 of the LPP – which the contracting authority has not eliminated.

The request for the protection of rights disputing the activities that the contracting authority has taken prior to the expiry of the bid submission term and after the expiry of the term stipulated in paragraph 5 hereof, shall be considered timely if it has been submitted till the expiry of the bid submission term at latest.

After a decision on contract awarding or a decision on concluding framework agreement or a decision on procurement procedure cancellation or a decision on contract award based on framework agreement has been reached, the term for submitting the request for the protection of rights is 5 days from the day of posting the decision on the Public Procurements Portal and on the webpage of the contracting authority – link Tenders.

The request for the protection of rights must contain:

- 1) name and address of claimant and contact person;
- 2) name and address of contracting authority;
- 3) information on public procurement that is the subject of the request, or on decision of the contracting authority;
- 4) violations of legislation regulating public procurement procedure;
- 5) facts and evidence substantiating the violations;
- 6) proof of paid tax referred to in Article 156 of this Law;
- 7) claimant's signature.

Valid proof of the executed tax payment – as per the Instructions on the payment of tax for submitting request for the protection of rights (issued by the Republic Commission for the Protection of Rights in Public Procurement Procedures and posted on its webpage) – in accordance with Article 151, paragraph 1, item 6) of the LPP shall be:

1) Proof of paid fee from Article 156 of LPP which contains the following elements:

- (1) is issued and certified by the bank;
- (2) presents evidence that the fee is paid, meaning the confirmation must contain the information that the payment order, i.e. wire transfer order has been completed as well as date on which it has been completed. *Republic Commission can inspect relevant statements of evidence account submitted by MoF – Treasury, and thus additionally check whether or not the wire transfer has been completed.
- (3) the amount of the fee to be paid, as prescribed by Article 156 of LPP – **RSD 60,000.00**;
- (4) the budget account no. 840-30678845-06;
- (5) payment code: 153 or 253;
- (6) reference no: information on number or other mark of public procurement for which request for protection of rights is submitted;



(7) the purpose of the payment: request for protection of rights fee; National Bank of Serbia; LVPP 185/2020;

(8) recipient: budget of Republic of Serbia;

(9) name of the claimant submitting the request for protection of rights to which payment refers;

(10) contains signature of the authorized person from the bank; **OR**

2) The first copy of the payment order verified by signature of the authorized person, containing all other elements of proof of completed payment of the fee as stated under Point 1; **OR**

3) Confirmation issued by Republic of Serbia, Ministry of Finance, Treasury, verified by signature of the authorized person, containing all the elements of proof of completed payment of the fee as stated under Point 1, except those stated under (1) and (10) for claimants that have open account within consolidated Treasury account, managed by Treasury (beneficiaries of budget, beneficiaries of the assets of organizations for compulsory social security and beneficiaries of other public assets); **OR**

4) Confirmation issued by National Bank of Serbia, containing all the elements of proof of completed payment of the fee as stated under Point 1, for claimants (banks and other subjects) that have an account with National Bank of Serbia in accordance with the law and other regulations.

Tax payment from abroad

The payment of the tax for the protection of rights from abroad can be executed to the foreign currency account of the Ministry of Finance – Treasury Department:

BANK NAME AND ADDRESS:

National Bank of Serbia (NBS)

11000 Belgrade, Nemanjina 17, Serbia

SWIFT CODE: NBSRRSBGXXX

INSTITUTION NAME AND ADDRESS:

Ministry of Finance

Treasury Department

Pop Lukina 7-9, 11000 Belgrade

IBAN: RS 35908500103019323073

NOTE: When paying it is necessary to state the following payment details (FIELD 70: DETAILS OF PAYMENT): public procurement number which the request for the protection of rights refers to and the name of the contracting authority of the subject public procurement.

The instructions for payment in EUR and USD are as follows:

SWIFT MESSAGE MT103 – EUR	
FIELD 32A:	VALUE DATE – EUR – AMOUNT
FIELD 50K:	ORDERING CUSTOMER
FIELD 56A: (INTERMEDIARY)	DEUTDEFFXXX DEUTSCHE BANK AG, F/M TAUNUSANLAGE 12 GERMANY
FIELD 57A: (ACC. WITH BANK)	/DE20500700100935930800 NBSRRSBGXXX NATIONAL BANK OF SERBIA – NBS BELGRADE, NEMANJINA 17, SERBIA
FIELD 59: (BENEFICIARY)	/RS35908500103019323073 MINISTRY OF FINANCE TREASURY DEPARTMENT POP LUKINA 7-9, BELGRADE
FIELD 70:	DETAILS OF PAYMENT



SWIFT MESSAGE MT103 – USD	
FIELD 32A:	VALUE DATE – USD- AMOUNT
FIELD 50K:	ORDERING CUSTOMER
FIELD 56A: (INTERMEDIARY)	BKTRUS33XXX DEUTSCHE BANK TRUST COMPANY AMERICAS, NEW YORK 60 WALL STREET UNITED STATES
FIELD 57A: (ACC. WITH BANK)	NBSRRSBGXXX NATIONAL BANK OF SERBIA – NBS BELGRADE, NEMANJINA 17, SERBIA
FIELD 59: (BENEFICIARY)	/RS35908500103019323073 MINISTRY OF FINANCE TREASURY DEPARTMENT POP LUKINA 7-9, BELGRADE
FIELD 70:	DETAILS OF PAYMENT

8.18. STAMPING

The bidder shall not be obliged to use company's stamp when making the bid.

8.19. CONTRACT CONCLUSION

The contracting authority shall submit the public procurement contract to the selected bidder within eight days from the day of expiry of the term for filing the request for the protection of rights.

If only one bid has been submitted, the contracting authority can conclude the contract even before the expiry of the term for filing the request for the protection of rights, as stated in Article 112, paragraph 2, item 5) of the LPP.



9 AGREEMENT BINDING THE GROUP OF BIDDERS MUTUALLY AND TOWARDS THE CONTRACTING AUTHORITY TO EXECUTE THE PUBLIC PROCUREMENT

Low-value public procurement no: **185/2020**

The bidders:

1. _____
2. _____
3. _____
4. _____

(hereinafter: group of bidders) which submitted the joint bid no _____ of _____ for the low-value public procurement of goods: _____, in order to execute the public procurement hereby bind themselves mutually and towards the National Bank of Serbia, Kralja Petra 12, Belgrade (hereinafter: contracting authority) as follows:

Article 1

The bidder from the group of bidders:

_____,
shall be the leading member of the group regarding the execution of the obligations relating to the subject of the public procurement, the one which shall submit the bid, sign the templates from the Tender Documents on behalf of the group and represent the group of bidders before the contracting authority.

Article 2

The bidder from the group of bidders:

_____,
shall be the member which shall on behalf of the group of bidders sign the contract on public procurement with the contracting authority.

Article 3

The bidder from the group of bidders:

_____,
shall be the member which shall on behalf of the group of bidders provide the financial collateral stipulated by the Tender Documents to the contracting authority, so as to vouchsafe for the execution of its contractual obligations in the public procurement procedure.

Article 4

The bidder from the group of bidders:

_____,
shall be the member which shall on behalf of the group of members issue the invoice to the contracting authority in the manner stipulated by the contract.

Article 5

The bidder from the group of bidders:

_____,
shall be the member which shall on behalf of the group of members give the account number to the contracting authority so as to execute payment to the account.



Article 6

To the end of the contract implementation, the bidders from the group of bidders shall execute other contractual obligations in the following manner:

(please list the liabilities and obligations of each member separately)

Date: _____

Venue: _____

(signature of the authorised person)

(signature of the authorised person)

(signature of the authorised person)

(signature of the authorised person)

NOTE:

If the bidder acts independently or with subcontractor, the Agreement should not be submitted.



10 BID CONTENTS

No	Template	Chapter
1	Bid template with enclosures	(Chapter 6.1)
2	Template for declaration of independent bid (signed)	(Chapter 6.2)
3	Template for declaration of legal representatives (signed) – refers to foreign bidders only	(Chapter 6.3)
4	Template for bidder's declaration of the fulfilment of the requirements to participate in the public procurement procedure	(Chapter 6.4.1)
5	Template for subcontractor's declaration of the fulfilment of the requirements to participate in the public procurement procedure	(Chapter 6.4.2)
6	Template for expenses incurred in bid preparation (signed) (note: submitting this template is not mandatory)	(Chapter 6.5)
7	Model contract	(Chapter 7)
8	Agreement (if the bidder acts as a group of bidders)	(Chapter 9)