



NATIONAL BANK OF SERBIA

TENDER DOCUMENTS
PUBLIC PROCUREMENT PP – 378/2020

Belgrade, August 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 2 of 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), 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 Public Procurement Procedure (G No. 6677 dated 30 June 2020, G No. 7424 of 22 July 2020 and G No. 7903 of 7 August 2020) and Decisions on Establishment of Public Procurement Committee (G No. 6678 dated 30 June 2020, G No. 7425 dated 22 July 2020 and G No. 7644 dated 30 July 2020), it was prepared as follows:

TENDER DOCUMENTS

for the public procurement of goods –

Device for printing inks preparation with the belonging equipment, PP 378/2020

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1 GENERAL PROCUREMENT DATA

1.1. Contracting authority data:

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

1.2. Public procurement type: Open procedure procurement.

1.3. Public procurement subject: Goods – Device for printing inks preparation with the belonging equipment, PP 378/2020.

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:

Device for printing inks preparation with the belonging equipment.

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 delivered goods shall be executed during the record-verified takeover (SAT), by a representative of the contracting authority who will appraise whether the delivered goods 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

The public procurement subject: The device/mixer for printing inks preparation – model mixer slow speed SS60/I/SV/IP (or a corresponding one) with the belonging equipment: lifting mechanism – model PR/C/940 (or a corresponding one) and the accompanying containers.

Usage:

The device/mixer for printing inks preparation is used for mixing greater amount of inks and additives which are used in printing of banknotes, IDs and other graphic products. The mixer should be equipped with the lifting mechanism for filling ink in three-barrel part for further rubbing and ink preparation for printing. As for the other belonging equipment, there should be the corresponding containers in which the inks and additives should be proportionally put and the very mixing should be executed.

19,500,000.00 1 item – the device/mixer for printing inks preparation, model mixer slow speed SS60/I/SV/IP.

1 item – belonging equipment – lifting mechanism PR/C/940

6 items – belonging equipment – corresponding container

Characteristics:

The device/mixer for printing inks preparation should have a changeable mixing speed and should be constructed for work with viscous pastes.

The main engine, fully closed, should be of 45 Kw, and the second, assisting engine, also fully enclosed, should be of 2.2 Kw.

Working capacity of the container for mixing (min/max) should be approximately 50/100 l.

Small shaft speed should be 0-220 r.p.m (approximately).

The very mixer should be made of strong steel with hydraulic elevator which can be respectively locked in high, low or central positions. The shaft should be made of stainless steel which is tempered. The shaft is lifted and lowered by hydraulic pump. The resistant three-blade paddle of stainless steel should be mechanically precisely set so as to perfectly touch the container walls. Thereon, three scraping blades made of nylon should be placed. The control panel should include all the necessary instruments for movements and for the control of various operations. The screen should be digital, touch-screen. The mixer should include start/stop pushbuttons for the main and the auxiliary engines, pushbuttons for speed change as well as emergency buttons used in case of emergency for total and immediate stoppage. For work in vacuum conditions the mixer should be equipped with a lid of stainless steel which has lights and glass for observing. A special sealer set should enable lifting and lowering of the shaft during work in vacuum. The mixer should also include a temperature probe which enables temperature adjustments, as well as a vacuum pump with a filter, condensate-drain system, vacuum valve and pressure measurer. The mixer should have the software which enables presentation of amperage and speed for each of the shafts respectively, the presentation of the vacuum level, the presentation of the temperature and the measurer of mixing time. In addition, it is necessary to have the possibility of entering, saving and re-using production procedures (formulae for the procedures).

The belonging part – the lifting mechanism should have a chain which can lift up to 2000 kg by its engine. There should be the possibility of total rotation of the pillar/shaft which has a safety brake. The



lifting mechanism must enable setting the pot to the wanted height. The lifting mechanism should have the stopper of the lifting mechanism, in case of falling.

The belonging part – the container for proportioning and mixing inks should be of the following dimensions Ø610 x 520 (interior). The container should have a total volume of 152 l and should be set on 4 (four) wheels. In addition, the container should have the outlet valve. The containers should fully correspond to the vacuum at the mixer and at the lifting mechanism.



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 on fulfilling the requirements
1	<p>Requirement: That the bidder is registered with the competent authority i.e. entered into the appropriate business register.</p> <p>Evidence:</p> <p><u>Legal entities and entrepreneurs:</u></p> <ul style="list-style-type: none">- <u>local bidders:</u> certificate issued by the competent register of companies – Business Registers Agency;- <u>foreign bidders:</u> certificate issued by the competent body. <p><u>Physical entities:</u> /</p>
2	<p>Requirement: That the bidder and 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.</p> <p>Evidence:</p> <p>FOR LOCAL BIDDERS:</p> <p><u>Legal entities:</u></p> <ul style="list-style-type: none">- for organised crime acts: certificate issued by a special department (in charge of organised-crime combat) of the High Court in Belgrade, Ustanička 29, Belgrade, stating that the bidder has not been convicted for any criminal act relating to organised crime;- for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud: certificate issued by a Basic Court (comprising data from the criminal records of the High Court criminal offence department) in whose territory the headquarters of the local legal entity or its Branch is located, stating that the bidder has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud; <p>Note: If the certificate of the Basic Court does not include data from the criminal records of the High Court criminal offence department, the bidder should submit both the certificate of the Basic Court and the certificate of the High Court.</p> <p><u>Legal representatives of legal entities:</u></p> <ul style="list-style-type: none">- certificate based on criminal records, issued by the authorised police department of the Ministry of Internal Affairs (depending on the respective birth place or residence location), certifying that the legal representative has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud. <p><u>Entrepreneurs and physical entities:</u></p> <ul style="list-style-type: none">- certificate based on criminal records, issued by the authorised police department of the Ministry of Internal Affairs (depending on the respective birth place or residence



	<p>location), certifying that the entrepreneur/physical entity has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud.</p> <p>NOTE: If there are more legal representatives, these certificates should be submitted for each of them.</p> <p>FOR FOREIGN BIDDERS:</p> <p>Adequate evidence <u>issued by the relevant body</u> showing the fulfilment of the requirements:</p> <ol style="list-style-type: none">1) evidence that <u>the bidder</u> has 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;2) evidence that <u>the bidder's legal representative</u> has 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. <p>(Evidence must be issued maximum 2 months prior to bid opening)</p>
3	<p>Requirement: That the bidder has settled due taxes, contributions and other forms of public taxation in accordance with the regulation of the Republic of Serbia or a foreign state where its headquarters is located.</p> <p>Evidence:</p> <p>FOR LOCAL BIDDERS:</p> <p><u>Legal entities and entrepreneurs:</u></p> <ul style="list-style-type: none">- certificate issued by the Tax Administration of the Ministry of Finance of the Republic of Serbia (for taxes, contributions and other forms of public taxation) and- certificate issued by the local self-government unit – city/municipality (for local public income), <p>OR</p> <ul style="list-style-type: none">- certificate issued by the respective authority stating that the bidder is in privatisation process. <p><u>Physical entities:</u></p> <ul style="list-style-type: none">- certificate issued by the Tax Administration of the Ministry of Finance of the Republic of Serbia (for taxes, contributions and other forms of public taxation) AND- certificate issued by the local self-government unit – city/municipality (for local public income). <p>FOR FOREIGN BIDDERS:</p> <p>Adequate evidence <u>issued by the relevant body</u> showing the fulfilment of the requirement that the bidder has settled due taxes, contributions and other forms of public taxation in accordance with the regulation of the foreign state where its headquarters is located.</p> <p>(Evidence must be issued maximum 2 months prior to bid opening)</p>
4	<p>Requirement: That the bidder has observed the obligations deriving from 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 at the time of submitting the bid.</p>



	<p>Evidence: Template for declaration of observing current regulations (signed, Chapter 6.3).</p>
5	<p>That the bidder has the necessary business capacity, i.e. that in the past three years prior to the bid submission deadline the bidder has delivered to the buyer the device/mixer for printing inks preparation with the belonging parts, of the producer whose goods the bidder is offering in this public procurement, within the agreed term and in conformity with the agreed quality.</p> <p>Evidence: Confirmation of the previous buyer given on the company's letterhead (signed), confirming that in the past three years prior to the bid submission deadline the bidder has delivered to the buyer the device/mixer for printing inks preparation with the belonging parts, of the producer whose goods the bidder is offering in this public procurement, within the agreed term and in conformity with the agreed quality, quoting there as well the name of the producer of the goods.</p>
6	<p>That the bidder has the necessary personnel capacity, meaning that at the moment of bid submission, the bidder has at least 1 maintenance man engaged as a full-time employee or by specific types of contract (temporary employment, particular service engagement), who is trained for the maintenance of the offered goods.</p> <p>Evidence:</p> <ul style="list-style-type: none"> - Bidder's declaration (given under full financial and criminal liability, signed) certifying that it has the requested personnel capacity (Chapter 6.5).

Table 2:

No	Other mandatory documents and templates submitted along with bid:
1	Bid template with enclosures (completed and signed – Chapter 6.1)
2	Template for declaration of independent bid (signed – Chapter 6.2)
3	Model contract (completed and signed – Chapter 7)
4	Template for declaration of legal representatives (signed – Chapter 6.5) – foreign bidders only
5	<p>Producer's documents or some other kind of evidence (producer's catalogue, producer's certificate etc.) which include technical description of the offered goods.</p> <p>Technical characteristics of the offered goods which have been listed and signed by the bidder shall not be accepted, unless the bidder is also the producer of the goods.</p> <p>NOTE: If the submitted documents do not clearly show if there exists their conformity with the required characteristics, the contracting authority shall retain the right to address the bidder and require additional explanations thereon, with the requirement of the submission of the appropriate evidence issued by the producer.</p>
6	Template for bidder's declaration of providing the availability of spare parts in the period of 10 years from the day of concluding the contract on purchase and sale of the device for printing inks preparation with the belonging equipment (Chapter 6.7)
7	Agreement (if the bidder acts as the group of bidders – Model Agreement is given in Chapter 9)

1. If the bid is submitted together with a subcontractor:

- The bidder shall submit evidence for the subcontractor(s) on the fulfilment of the requirements stipulated in Chapter 4, Table 1, items 1 to 4.



- As for the additional requirement regarding personnel capacity, they should meet it jointly (Chapter 4, Table 1, item 5).

2. If the bid is submitted by a group of bidders:

- Each of the bidders from the group of bidders must fulfil all the mandatory requirements stipulated in Chapter 4, Table 1, items 1 to 4, by submitting evidence stipulated by the Tender Documents (Chapter 4, items 1 to 4).
- As for the additional requirements (regarding personnel capacity) – they should meet it jointly.

3. Other remarks

- Evidence on the fulfilment of the requirements referred to in Article 75 of the LPP can be submitted in copies which need not be certified.
- 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).
- If there are other required evidence which are publicly available on internet, on webpages of the relevant authorities, the bidder should quote the webpage where the data have been publicly displayed and available.
- Pursuant to Article 78, paragraph 5 of the LPP, the bidder/subcontractor registered in the Register of Bidders shall not be obliged to submit evidence on the fulfilment of the mandatory requirements stipulated by Table 1, items 1 to 3. The Committee shall check the Register of Bidders to find out if the bidder has been registered with the Register.
- If the state where the bidder has registered seat does not issue the evidence referred to in Article 77 of 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.
- Where bidder has registered seat in another state, Contracting Authority may verify whether documents by which bidder proves fulfilment of requested requirements were issued by competent authorities of that state, in conformity with Article 79, paragraph 8 of the LPP.
- The bidder shall 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 contract awarding decision, or contract conclusion or during the validity term of the contract, as well as to provide the supporting documents for such a change.



5 CRITERION FOR CONTRACT AWARDING

5.1. CRITERION

The selection amongst the submitted and appropriate 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 per 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 **shortest device assembly term**. If the same device assembly term has been offered, the contract shall be awarded to the bidder which **offered the option of not requiring advance payment**. If the same option of not requiring advance payment has been offered, the contract shall be awarded to the bidder which offered **the longest payment term of the remaining debt**.

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 PP 378/2020 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 Observing Current Regulations (Chapter 6.3)
- Template for Declaration of Expenses Incurred in Bid Preparation (not mandatory, Chapter 6.4)
- Template for Declaration of Legal Representatives (for foreign bidders, Chapter 6.5).
- Template for Declaration of Personnel Capacity (Chapter 6.6)
- Template for the Declaration of Providing Spare Parts (Chapter 6.7)

**6.1.BID TEMPLATE**

Public procurement of goods – Device for printing inks preparation with the belonging equipment

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.	Title/Technical Characteristics (as per the Technical Specification)	Unit	Quantity	Price in RSD/EUR (please mark x)	
				excl. VAT	incl. VAT
1	Device for printing inks preparation, model mixer slow speed SS60/I/SV/IP or a corresponding one <i>please state the producer and the model:</i> _____ _____ with the belonging equipment: - lifting mechanism PR/C/940 or a corresponding one <i>please state the producer and the model:</i> _____ _____ - the corresponding container	set	1		

Delivery term of the device with the belonging equipment: (6 months maximum)	Up to _____ months from the contract conclusion date
The term for the assembly of the device and the belonging equipment, putting the goods into operation (SAT) and training of the device operator: (5 business days maximum)	Up to _____ business days from the day of receiving written request for delivery sent by the Buyer's representative
Payment manner and term: (please tick the payment option 1 or 2)	1) Advance payment: Advance payment: 100% of the price Advance payment term (8 days minimum): _____ days from the day of receiving the pertinent advance invoice and the advance payment refund bank guarantee. 2) Payment upon delivery: Within _____ days from the day of receiving the pertinent invoice, sent upon the executed delivery, assembly, installation and putting the device into operation (SAT), and operator's training.



Deadline for submitting the advance invoice and the bank guarantee:	Up to _____ days from the contract conclusion date.
Response time for servicing intervention/on-site visit within the warranty term: (10 calendar days maximum)	_____calendar days from the moment of receipt of Buyer's written request to do so (e-mail included).
Warranty term for the delivered goods: (12 months minimum from the day of signing SAT)	_____months from the SAT signing date.
Note, for foreign Seller 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) (pls mark the option) is enclosed to the goods (if the goods are from the European Union): YES NO (pls mark the option)
Bid validity term: (60 days minimum)	_____ days from the bid opening day.
Contact person regarding contract execution (e-mail, phone no):	

NOTES:

The price of the goods shall include:

- the device with the belonging equipment;
- the assembly of the device and the belonging equipment and its putting into operation (SAT);
- the training in conformity with the Technical Specification;
- transport price of the device with the belonging equipment.

The total price shall include the price of the goods and all the costs that the bidder may have during the contract realisation.

The prices of the goods can be expressed in RSD or in foreign currency – EUR.

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 complete just the field for goods price excluding VAT and shall express the goods price in conformity with DAP (Incoterms 2020) 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 a foreign bidder stated in the Bid Template shall be increased for the costs of import agency services to be borne by the National Bank of Serbia, relating to the import of the required goods, for the exact amount of RSD 3,790.00 (that is the price of the service that the NBS is paying to the import agency per the concluded contract for one customs procedure) and customs rate in conformity with RS regulations relating to imports from the bidder's country.

Foreign bidder: If the bidder's goods are accompanied by EUR1 form or Authorisation Certificate/No at the invoice (if the goods are from the EU), the bidder shall state that in the Bid Template, in the section *Notes*. If the goods are not from the EUR, the bidder shall state that in the Bid Template, quoting the country of origin of the goods it is offering.



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.

The bidder shall announce the time of the delivery of the goods and shall execute the delivery entirely.

The delivery shall be executed to the Buyer's warehouse in the Institute for Manufacturing Banknotes and Coins – Topčider, Pionirska 2, Belgrade.

LOCAL Seller shall timely announce the delivery and assembly 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.

FOREIGN Seller shall timely announce the delivery and assembly of the goods 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.

When submitting the invoice for the delivered goods, please state the registration number of the contract in the Buyer's books (ZIN No.), as well as the public procurement number PP 378/2020 on the invoice.

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 (PIB):	
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 (PIB):	
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 (PIB):	
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

DECLARATION

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 OBSERVING CURRENT REGULATIONS

DECLARATION

OF OBSERVING CURRENT REGULATIONS

Hereby I declare under full financial and criminal liability that:

- I have observed current regulations regarding safety at work, employment and working conditions, protection of environment, as well as that I have not been prohibited from performing economic activity by any measure in force at the time of bid submission.

Date:

Bidder's signature

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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.

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



6.4. 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



**6.5. TEMPLATE FOR DECLARATION OF LEGAL REPRESENTATIVES
(FOR 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

.....

.....



6.6. TEMPLATE FOR DECLARATION OF PERSONNEL CAPACITY

DECLARATION

OF THE BIDDER OF PERSONNEL CAPACITY

I hereby declare, under full financial and criminal liability, that at the moment of bid submission our company has been employing

- **at least 1 (one)** full-time employed or contract-engaged (temporary employment contracts, temporary service contract etc.) **maintenance man trained for the maintenance of the offered device.**

Name(s) and surname(s) of the employee(s):

1. _____

Date:

Bidder's signature

.....

.....





6.7. TEMPLATE FOR DECLARATION OF PROVIDING SPARE PARTS

D E C L A R A T I O N OF PROVIDING SPARE PARTS

Hereby I declare under full financial and criminal liability that I shall provide the availability of spare parts in the next 10 years from the date of the conclusion of the contract for purchase and sale of the device for printing inks preparation with the belonging equipment.

Date:

Bidder's signature

.....

.....



7 MODEL CONTRACT

ON THE PURCHASE OF DEVICE FOR PRINTING INKS PREPARATION WITH THE BELONGING EQUIPMENT

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

and

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

(other bidders from a group of bidders)



CONTRACT SUBJECT

Article 1

The subject of this contract is the purchase and sale of goods – Device for printing inks preparation with the belonging equipment (hereinafter: goods), in full compliance with the Seller's bid, registered with the National Bank of Serbia as No _____ of _____ 2020 (to be completed by the Buyer), Technical Specification from the Tender Documents for this procurement, and the Producer's Documents – which make the integral part of this contract.

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

PRICE

Article 2

Local bidder, price in RSD:

The price of the goods referred to in Article 1 hereof shall be RSD _____.

Local bidder, price in EUR:

The price of the goods referred to in Article 1 hereof shall be EUR _____.

The price referred to in Article 1 hereof does not include VAT.

Foreign bidder:

The price of the goods referred to in Article 1 hereof (without freight forwarding and customs costs) quoted in the Bid Template and to be paid to a foreign bidder shall be EUR _____, in accordance with DAP (Incoterms 2020).

The costs of the import agency services and customs shall be borne by the Buyer. The costs of the import agency services shall be paid as per the price stipulated in the contract concluded between the National Bank of Serbia and the freight forwarder, and the customs rate costs shall be paid based on the regulations regulating the imports procedure and on the information obtained from the Customs Administration Office.

PAYMENT

Article 3

1) Payment upon delivery:

The Buyer shall pay to the Seller the total price for the delivered goods with included VAT, within _____ days from the date of the reception of the pertinent invoice, sent upon the delivery of the goods, assembly of the device and the belonging equipment, the commencement of work of the machine (SAT) and operator's training.

2) Advance payment required:

The Buyer shall pay an advance sum of RSD/EUR _____ (100 % of the goods price stated in Article 2, paragraph 1 hereof – to be completed by the Buyer) with the calculated VAT to the Seller within _____ days from the date of the reception of the pertinent advance invoice and the advance payment refund guarantee.

The Seller shall be obliged to send the advance invoice referred to in paragraph 1 hereof within _____ days from the contract conclusion date, enclosing thereto the advance payment refund guarantee which covers the value of the requested advance payment, increased by the amount of the relating tax to the address of the Institute for Manufacturing Banknotes and Coins Topčider, Pionirska 2, Belgrade (hereinafter: the Institute).



Payment to a local bidder which offered EUR price:

The payment shall be made in RSD, calculated using the middle exchange rate EUR-RSD of the National Bank of Serbia on the invoicing date.

Payment to a foreign bidder:

The payment shall be made in EUR.

When invoicing the delivered goods, the Seller shall quote on the invoice the number of the contract in the Buyer's books (ZIN No.) and the public procurement number – PP 378/2020.

DELIVERY TERM

Article 4

LOCAL bidder shall deliver the goods to the Buyer with all the costs, to the Buyer's address – the Institute for Manufacturing Banknotes and Coins – Topčider, Belgrade, Pionirska 2 (hereinafter: Institute) within up to ____ months from the day of contract conclusion date.

FOREIGN bidder 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 ____ months from the day of contract conclusion date.

The Seller shall be obliged to assemble the device and the belonging equipment, to perform mechanical and electrical installation of the goods and to put the device into operation and train the operator, all of which within the term stipulated in the bid referred to in Article 1 hereof.

LOCAL bidder shall timely announce the delivery and assembly 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.

FOREIGN bidder shall timely announce the delivery and assembly of the goods 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.

DOCUMENTS ACCOMPANYING THE DELIVERED GOODS

Article 5

When delivering the goods the Seller shall furnish the Buyer with the following documents:

- Commercial invoice (one original and two copies);
- Certified warranty list, safe operation manual in Serbian or in English;
- Delivery note (one original) – local seller;
- Bill of lading/CMR or AWB waybill (one original and two copies) – foreign seller;
- 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 seller.

Foreign Seller shall also be obliged to send at the delivery other documents necessary for the import and customs duties, generally provided by the Seller.

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

PROTECTION FROM EVICTION

Article 6

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 7

The contract-related claims cannot be assigned to any other legal or physical persons, 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 GOODS AND ELIMINATION OF FLAWS

Article 8

Local bidder:

The contracting parties shall be obliged to perform quantitative and qualitative takeover of the goods, whereof a Record shall be made in two copies, to be signed and retained by the representatives of the Buyer and the Seller respectively, one copy each.

Foreign bidder:

The takeover shall be executed in the final destination referred to in Article 4 hereof, in conformity with the documents accompanying the delivery, and by Buyer's representative signing the shipping document.

Local and foreign bidder:

The contracting parties shall be obliged to perform qualitative takeover after the completed assembly of the device and the belonging equipment, mechanical and electrical installation and after the commencement of work of the machine and the completed training of the operator, whereof a Record (SAT – Site Acceptance Test) should be made in two copies to be signed by the Buyer's (Institute's representative) and the Seller's representative respectively, and to be retained by both contractual parties.

The Buyer's representative shall be obliged to inspect in the usual manner the delivered goods at the takeover and to inform the Seller on any visible deficiencies immediately.

If after the takeover there arises some flaw that could not have been spotted by the routine inspection, the Buyer's representative shall be obliged to inform the Seller thereof in writing, immediately upon discovering the flaw (on-site visit).

Article 9

In the cases referred to in Article 8 hereof, the Buyer shall be entitled to request the Seller to hand over other goods without deficiencies within 30 days from receiving this request (to execute its contractual obligations).

If the Buyer fails to receive the fulfilment of the contractual obligations within the terms stipulated in paragraph 1 of this Article, the Buyer shall be entitled to terminate the contract, of which it shall notify the Seller in writing.

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



WARRANTY TERM

Article 10

The warranty term for the delivered goods shall be _____ months from the day of signing SAT.

Response term of the maintenance man (for executing on-site visit) within the warranty term shall be _____ calendar days from the day of receiving Buyer's written request (e-mail requests included).

If there came to the replacement of the goods or to any major repair due to its malfunctioning, the warranty term starts anew from the spare part's replacement or return of the repaired spare part.

CONTRACTUAL PENALTY

Article 11

Should the Seller fail to execute the contractual obligation referred to in Article 1 hereof within the agreed term (and not due to the Buyer's fault or due to Force Majeure), it shall pay to the Buyer as a contractual penalty the amount of 0.2% of the price referred to in Article 2 hereof, for each day of tardiness.

The contractual penalty referred to in paragraph 1 hereof starts to be calculated from the first day following the day of expiry of the deadline for meeting the contractual obligation and ends with the day of fulfilment of the contractual obligation, at longest till the day on which the value of the calculated contractual penalty reaches 10% of the price referred to in Article 2 hereof.

Should the Seller fail to perform the contractual obligation at all, the Buyer shall have the right to charge the contractual penalty in the amount of 10% of the price referred to in Article 2 hereof.

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

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

FINANCIAL COLLATERAL

Article 12

1) For advance payment refund – advance payment refund guarantee:

The advance payment refund guarantee shall be submitted in the amount covering the requested advance payment including VAT, with the validity term of minimum 45 days from the date of signing the Record/dispatch document stipulated in Article 8 hereof. It should be submitted along with the advance invoice, within the term stipulated in Article 3, paragraph 3 hereof at latest.

The bank guarantee must be unconditional and collectable upon first call.

It cannot contain additional payment conditions, shorter terms or smaller amounts than the ones determined by the contracting authority hereby or a different court jurisdiction for the dispute settlement.

When submitting the bank guarantee, copies of specimen signature cards of authorised persons of the bank that issued the bank guarantee shall also be enclosed – **local bidder**.

The bank guarantee shall be kept in the Buyer's portfolio until all the obligations have been executed, whereupon it shall be returned to the other contracting party.

Should timeframe for the execution of the contractual obligations change during the validity term of the contract, or some other circumstances which prevent the completion of contractual obligations, the validity of bank guarantee must be extended.

2) For good job performance, potential payment of contractual penalty and elimination of flaws within the warranty term – bank guarantee:

The bank guarantee as the security instrument for good job performance, potential payment of contractual penalties and elimination of flaws within warranty term shall be submitted in the amount of



10% of the contract value stipulated in Article 2 hereof, with the validity term of minimum 10 (ten) days from the expiry of the warranty term for the goods.

The bank guarantee shall be submitted at contract signing or within 10 days from mutual contract signing at latest, to the address of the National Bank of Serbia, Procurement Department, Public Procurement Division, Nemanjina 17, Belgrade. The bank guarantee shall represent financial collateral for guaranteeing the realisation of all the undertaken contractual obligations, which is for good job performance, potential payment of contractual penalty and elimination of flaws within the warranty term.

When submitting the bank guarantee, copies of specimen signature cards of authorised persons of the bank that issued the bank guarantee shall also be enclosed – **local bidder**.

The bank guarantees shall be kept in the Buyer's portfolio until all the obligations have been executed, whereupon they shall be returned to the other contracting party.

The bank guarantee must be unconditional and collectable upon first call. It cannot contain additional payment conditions, shorter terms or smaller amounts than the ones determined by the contracting authority hereby or a different court jurisdiction for the dispute settlement.

Should timeframe for the execution of the contractual obligations change during the validity term of the contract, or some other circumstances which prevent the completion of contractual obligations, the validity of bank guarantee must be extended.

Article 13

If the Seller fails to submit to the Buyer the credit note for charging contractual penalties within the term stipulated in Article 11, paragraph 4 hereof, the Seller hereby authorises the Buyer to charge the contractual penalty and other costs from the bank guarantee stipulated by Article 12 hereof, in the maximum amount of 10% of the total price stated in Article 2 hereof.

FORCE MAJEURE

Article 14

If the performance of obligations of one contracting party is not possible due to an event that is beyond its reasonable control or that could not have been foreseen at the time of contract conclusion (Force Majeure), the party affected by Force Majeure shall be relieved from liability for the non-performance. Relief from liability shall be effective from the moment of occurrence of inability to execute the obligations.

The affected party shall without delay send a notice to the other party regarding the Force Majeure event, explaining the reasons for its inability to perform contractual obligations. If the other party does not receive the notice within a reasonable period of time, the affected party shall be liable for the damage caused by the failure to send the relevant notice.

If the inability to perform obligations is temporary, relief from liability for the non-performance of obligations shall apply only until the circumstances causing such non-performance cease.

If the inability to perform contractual obligations lasts for more than 90 days, the other party may cancel the contract. The party cancelling the contract must notify the affected party thereof in writing and without delay. The notice must be made in such a way to ensure proof of notice dispatching.

CONTRACT EFFECTIVENESS

Article 15

This contract shall become effective when signed by authorised persons of both contracting parties.



CONTRACT TERMINATION

Article 16

Either contracting party may terminate this contract in case of other contracting party's failure to meet the obligations stipulated by the contract. Unfulfilment of the obligation shall be: when the contractual obligation has not been fulfilled, when it has been partially fulfilled, or when it has been fulfilled but not in the manner stipulated by the contract.

The contracting party terminating the contract must inform the other party thereof in writing via mail, registered mail, return receipt mail or e-mail.

CONTRACT CANCELLATION

Article 17

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 for unjustified cancellation in the amount of 10% of the total contract value.

OTHER PROVISIONS

Article 18

Neither contracting party can cede the contract or any right or obligation deriving here from to a third person.

Article 19

During the contract validity term the Seller shall be obliged to inform the Buyer in writing and without delay about any change regarding the fulfilment of requirements stipulated for the public procurement and to document it in the prescribed manner, thereat stating the contract number in the Buyer's books (ZIN No.) and the procurement number – PP 378/2020.

Article 20

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 21

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 22

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. MANNER OF BID SUBMISSION

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 of the Tender Documents – List of Requirements Set Down in Article 75 of the LPP and Instructions on Proving Fulfilment of the Requirements and must be submitted on the templates 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.

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

No	Form	Item
1	Bid template with enclosures	(Chapter 6.1)
2	Template for declaration of expenses incurred in bid preparation (submitting this declaration is not mandatory)	(Chapter 6.4)
3	Template for declaration of legal representatives (completed and signed) – refers to foreign bidders only	(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:

No	Form	Item
1	Template for declaration of independent bid	(Chapter 6.2)
2	Template for declaration of observing current regulations	(Chapter 6.3)

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.

3) **If the bidder acts jointly with subcontractor(s)**, the bidder shall submit:

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 expenses incurred in bid preparation (submitting this declaration is not mandatory)	(Chapter 6.4)
4	Template for declaration of legal representatives (completed and signed) – refers to foreign bidders only	(Chapter 6.5)
5	Model contract	(Chapter 7)



The subcontractor shall submit the completed and signed form:

No	Form	Item
1	Template for declaration of observing current regulations	(Chapter 6.3)

4) **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).

5) **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 public procurement of goods:
Device for printing inks preparation with the belonging equipment, PP 378/2020“
– do not open.**

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

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 public procurement of goods: Device for printing inks preparation with the belonging equipment, PP 378/2020 “ – do not open.

The envelope with the original bid should be marked as: “Original bid for the public procurement of goods: Device for printing inks preparation with the belonging equipment, PP 378/2020“– 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 public procurement of goods: Device for printing inks preparation with the belonging equipment, PP 378/2020“– do not open.

The bid submission deadline is:

5 October 2020 by 10:00

The bid shall be deemed **timely** if it has arrived to the registration office of the contracting authority at 17 Nemanjina Street, Belgrade till (including) **5 October 2020 by 10:00**.

The bid failing to arrive to the registration office of the contracting authority at Nemanjina 17, Belgrade) **5 October 2020 by 10:00** shall be deemed **untimely**.

6) **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 PP Committee members at Nemanjina 17, Belgrade, on **5 October 2020 at 10:30**.

7) **Conditions under which bidders' representatives can participate in the bid opening procedure:** Bidders' authorised representatives may attend the bid opening, if they have written authorisations to participate, which they are obliged to hand over to the contracting authority 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 public procurement of goods: Device for printing inks preparation with the belonging equipment, PP 378/2020“ – do not open“ or “Supplement to the bid for the public procurement of goods: Device for printing inks preparation with the belonging equipment, PP 378/2020“ – do not open“ or “Cancellation of the bid for the public procurement of goods: Device for printing inks preparation with the belonging equipment, PP 378/2020“ – 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.

The bidder shall submit for subcontractors the items of evidence on fulfilling the requirements stipulated in Chapter 4, Table 1, items 1 to 4.

As for the additional requirement regarding personnel capacity, they can meet it jointly (Chapter 4, Table 1, item 5).



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:

- 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;
- bidder which will sign the contract on behalf of the group of bidders;
- bidder which will provide collateral on behalf of the group of bidders;
- bidder which will issue the invoice;
- the account for the execution of payment;
- 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, items 1 to 4 by submitting evidence stipulated by the Tender Documents (Chapter 4, Table 1, items 1 to 4).

As for the addition requirement regarding personnel capacity, they could meet it jointly (Chapter 4, Table 1, item 5).

8.9. ESSENTIAL REQUIREMENTS FOR BID CORRECTNESS/ACCEPTABILITY

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

The terms should be set by the bidder, precisely, in conformity 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.

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), up to the Buyer's address – the Institute for Manufacturing Banknotes and Coins – Topčider, Pionirska 2, Belgrade, excluding VAT.

In order to make the bids of local and foreign bidders comparable, the Law on Public Procurements, Article 86, paragraph 5 stipulates that the bid of a foreign bidder should include customs duties. Having that in mind, for the purpose of ranking, the price of a foreign bidder stipulated in the Bid Template shall be increased by the amount of expenses needed for import agent services to be borne by the National Bank of Serbia, that is by the exact amount of RSD 3,790.00 per 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.

During bid ranking, if the price is expressed in foreign currency, the official middle exchange rate of the National Bank of Serbia valid on the bid opening day will be used for calculation into RSD.

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

As defined in Article 12 of the Model Contract.

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.

8.14. 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 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 7 (seven) 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 4 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 framework agreement conclusion or a decision on public procurement procedure cancellation has been reached, the term for submitting the request for the protection of rights is 10 days from the day of posting the decision on the Public Procurements Portal and on the webpage of the Contracting Authority – link Tenders, and after a decision on contract awarding 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 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 120,000.00;



- (4) the budget account no. 840-30678845-06;
- (5) payment code: 153 or 253;
- (6) reference number: 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; PP 378/2020;
- (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** signed by 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**, signed by 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. STAMP USE

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

Public procurement No: **378/2020**

The bidders:

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

(hereinafter: group of bidders) which submitted the joint bid no _____ of _____ for the public procurement of goods: Device for printing inks preparation with the belonging equipment, PP 378/2020, 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.