



PE POST OF SERBIA

Belgrade, Takovska 2
www.posta.rs

BIDDING DOCUMENTATION
for the procurement of philatelic materials

Procurement No: 16/2018



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1. CALL FOR SUBMISSION OF BIDS

PE POST OF SERBIA, BELGRADE (hereinafter referred to as Procuring party),
2, Takovska Str. 11120 Belgrade, PAK 135403



has announced the Call for submission of bids in the procedure of goods procurement on the webpage www.posta.rs and on the portal of the official gazettes of the Republic of Serbia and based on the regulations.

1.1 The subject of the procurement shall be philatelic materials, (hereinafter referred to as goods), for the needs of the PE Post of Serbia, Belgrade (hereinafter referred to as Procuring party).

Name and indication from the general procurement glossary: Trading advertising material, sale catalogues and manuals - 22460000-2.

1.2 Procurement procedure shall be executed for purposes of signing the Procurement Agreement.

1.3 The Economic & Procurement Operations Function, Procurement and Warehouse Operations Sector shall be in charge for the performance of the procurement, Fax No: +381 11 3022 198.

1.4 The bids shall be prepared and submitted in accordance with the Call for submission of bids of the Procuring party and this Bidding Documentation. The bidder may submit only one bid.

The bids shall be submitted in the sealed envelope or box, stamp-certified, to the Procuring party's address: PE Post of Serbia, Belgrade, Takovska Str.No.2, Belgrade, Administration Office (hereinafter referred to as: the Procuring party's address), **within twenty (20) days** from the day of publishing the Call for submission of bids on the Public Procurement Portal of the Republic of Serbia and regulations basis, until MONDAY 02.07, 2018, not later than 13:30 hrs, at the latest. Also, a note should be inserted: **"BID FOR THE PROCUREMENT OF PHILATELIC MATERIALS, Procurement No. N-16/2018, – DO NOT OPEN BEFORE THE MEETING FOR PUBLIC OPENING OF BIDS"**. Name and address of the bidder shall be indicated on the back of the envelope or box. The Bid must be sealed in such a way that when the bid is opened it may be determined with certainty that it was opened for the first time. The bids received by the Procuring party within the deadlines set in the Call for bids shall be considered as timely submitted.

Untimely bids shall not be considered, they will be returned unopened to the bidders, with indicated belatedness.

Within the deadlines set for submission of bids, the Bidder may amend, supplement or revoke his bid. The bidder shall submit **amendment, supplement or revocation** of the bid, according to the manner determined for the submission of the bid, to the Procuring party's address, **with the indication: "AMENDMENT/ SUPPLEMENT/ REVOCATION OF THE BID FOR THE PROCUREMENT OF PHILATELIC MATERIALS, PROCUREMENT No: N-16/2018 – DO NOT OPEN BEFORE THE MEETING FOR PUBLIC OPENING OF BIDS"**.

1.5 Deadlines in the procedure will be calculated according to date of announcement of the Call for submission of bids **on the Portal of the official gazettes of the Republic of Serbia, and based on regulations.** Deadlines are calculated so that the first day of the term is the first day following the day of the Call announcement **on the Portal of the official gazettes of the Republic of Serbia, and based on regulation.** If the last day of the set period is a non-working day (Saturday, Sunday, or a national holiday), the deadline expires the first following working day.

1.6 The Bids shall be opened publicly according to the order of arrivals, on the last day of the set time-limit for submission of bids, or on MONDAY, 02.07 2018, at 16:00 hrs, at the Procuring party's address: Takovska Str. No.2, Belgrade, Office No.11, ground floor. Representatives of the Bidder, except for the Company Manager, who will attend the public opening of the bids, has to submit a proxy issued by the Company Manager for participation in the opening of bids procedure, with an clear indication that the proxy refers to the subject procurement.

1.7 Deadline for making decision on the Agreement awarding is 25 (twenty-five) days upon the day of opening of bids.

All bidders will be informed about the adopted decision.



2. INSTRUCTION TO BIDDERS ON HOW TO COMPOSE THE BID

A Bidder should compose his bid according to the instructions of the Procuring party.

2.1 Form and language of the bid: The Bid shall be submitted in written form in the Serbian or English language, the original, on the bid forms taken from the Bidding Documentation, clear and unambiguous.

Bidders should preferably add page numbering at the top of the page in the following manner: number of pages/total number of pages.

Bidders should preferably stamp-certify every page in the lower left corner (except for those forms already stamp-certified and signed by the authorised person of the bidder)

In case that a Bidder, while filling-in the forms, needs to correct some incorrect data, the correction must be verified with the Bidder's stamp.

2.2 Contents of the bid:

The Bid must contain the following elements:

1. **Bid Form - filled-in, signed by the authorised person and stamp-certified (Section 3 of the Bidding Documentation).**
2. **Sales Model Agreement from the Bidding Documentation - filled-in, signed and stamp-certified, with which the bidder confirms its acceptance of the terms from the Model Agreement (Section 5 of the Bidding Documentation);**
3. **Bidder's Statement Form (Section 4.7 of the Bidding Documentation).**
4. **Price Structure Form - filled-in according to the Instructions, stamp-certified and signed by the authorised person (Section 7 of the Bidding Documentation).**
5. **Statement on independent bid, from Section 8 of the Bidding Documentation - filled-in, stamp-certified and signed by the authorised person.**
6. **Statement on the unchanged contents of the Bidding Documentation from Subsection 2.19 of the Bidding Documentation is stamp-certified and signed by the authorised person.**
7. **Statement Form on Fulfilment of Technical characteristics referred in Section 6.1 of the Bidding Documentation, stamp-certified and signed by the authorised person.**

2.3 Bids with variants are not allowed.

2.4 Bid Form shall be filled-in in such a manner as to contain as follows: all the general data about the Bidder, the information whether the Bidder is submitting the bid independently, or as a joint bid or as a bid with subcontractors, as well as all the other information required in the Bid form by the Procuring party (Section 3 of the Bidding Documentation). In case of a joint bid, the Bidder shall copy the first page of the Bid Form with general information regarding the Bidder, which must be filled-in for each member of the group individually.

2.5 Prices Structure Form: The price must be given on the attached price structure form for each item listed in the table. Price structure form must be filled-in according to the Instructions of the Procuring party.

2.6 Validity of the Bid shall be at least 90 (ninety) days after the public opening of the bids. In case of expiry of the validity, the Procuring party may request from the Bidder to extend the Bid validity period. The requests shall be submitted in the written form.

2.7 The price shall be expressed in RSD or in EUR. The Procuring party will calculate the price in RSD according to the mean exchange rate of NBS on the day of opening the bids.

The price in the above paragraph for the bidders from abroad shall be given according to parity - Customs Office Belgrade - CPT Belgrade.

The price in the above paragraph for the domestic bidders shall be given according to parity FCO Procuring party's office in Belgrade, Central Warehouse, Kumodraška Str. No. 248.

If the bidder is a non-resident, the bid calculated in euros shall be submitted and the Sales Agreement shall be concluded in euros.

The price is fixed and cannot be changed.

2.8 The bid may be submitted by a group of bidders.

In case that the bidders submit a joint bid, a group of bidders may decide that the forms provided in the Bidding Documentation and all the bidders from the group of bidders certify with the stamp or the group of bidders may appoint one bidder from the group who would sign and stamp-certify the forms provided in the Bidding Documentation, except for the forms which imply giving of statements under criminal and material accountability, which have to be signed and stamp certified by every bidder from a group of bidders. In case that the bidders decide that one bidder from the group may sign and stamp-certify the forms provided in the Bidding Documentation (except for the forms which imply giving of statements under criminal and material accountability), the above should be defined by an agreement which would make the bidders from the group bound mutually and towards the Procuring party as regards Public Procurement performance, and which makes an integral part of the joint bid.

The integral part of the joint bid makes the Agreement which make the bidders from the group bound mutually and towards the Procuring party as regards Public Procurement performance, but mandatory parts are as follows:

- 1) data on a member of the group who will be the main contractor, i.e. who will submit the bid and who will represent the group of bidders before the Procuring party and
- 2) description of the works for every bidder in the group of bidders in the performance of Agreement.

The bidders who submit a joint bid shall be responsible unlimited and severally towards the Procuring party.

A cooperative may submit a bid independently, in its own name, and on behalf of the members of cooperative or a joint bid in the name of the members of the cooperative.

If the cooperative submits the bid in its own name, the cooperative and its members shall be responsible for the liabilities referred in the Public Procurement procedure and Agreement on Public Procurement pursuant to the Act.

If the cooperative submits a joint bid on behalf of the members of the cooperative, the members of the cooperative shall be responsible for the liabilities referred in the Public Procurement procedure and Agreement on Public Procurement, unlimited and severally.

2.9 The bidder shall state in the bid if he intends for the execution of the Procurement to **engage a subcontractor**, in part, the percentage of the total value of the procurement that he shall entrust to the subcontractor cannot be above 50%, as well as a part of the procurement subject which shall be executed through the subcontractor. If the bidder states in the bid that he shall entrust a part of procurement to the subcontractor, he shall state the name of subcontractor, and if the Procuring party and bidder conclude an agreement, that subcontractor shall be mentioned in the Agreement.

The Bidder shall enable the Procuring party, upon his request, to access the premises of subcontractor in order to ensure that it fulfils the requirements.

The Bidder, i.e. the supplier shall be fully responsible to the Procuring party for execution of liabilities from the public procurement procedure, i.e. for contracting liabilities, regardless of the number of subcontractors.



The elected best bidder cannot employ as subcontractor some entity who is not stated in the bid, or the Procuring party may execute the performance bond and terminate the Agreement, except if the termination would cause significant damage to the Procuring party.

The elected best bidder may employ as subcontractor some entity who is not stated in the bid, if on the side of subcontractor after the bid was submitted a continual insolvency occurred, if that entity fulfils all the requirements set for subcontractor by the Act and this Bidding Documentation and if it is previously approved by the Procuring party.

2.10 Data protection: The Procuring party shall keep confidential all data on the bidders contained in the bid that were labelled as such by the bidder, in accordance with the law, and refuse to disclose information that would mean a violation of the confidentiality of data received in the bid.

The Procuring party shall treat as confidential those documents holding the label "CONFIDENTIAL" in the top right corner. If only a certain piece of data in the document is considered confidential, the confidential part shall be underlined in red, while the same row shall hold the label "CONFIDENTIAL" along the right margin. The Procuring Party shall not be liable for the confidentiality of data not labelled as above stated.

The Procuring party shall keep as business secret the names of interested persons, bidders, as well as the bids submitted, until the expiry of the term stipulated for the opening of bids.

The price and other data from the bid relevant for applying the criterion elements and ranking of the bid shall not be considered as confidential.

2.11 The Procuring party may request from the bidder some additional explanations that may help them in examining, evaluating and comparing the bids, and may also undertake control (inspection) at the bidder's.

In case of inconsistency between unit and total prices, the correction shall be made according to the unit price, and in case of inconsistency of the amounts stated in digits and letters, the amount stated in letters shall have precedence.

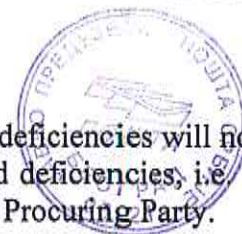
2.12 Procuring party shall retain the right to control the documentation submitted.

If the Procuring party determines that a bidder submitted false data, the bidder shall be excluded from further consideration.

2.13 The Procuring party shall reject the bid if he possesses some evidence (final court award or final decision of competent authority; document on the realised financial guarantee for fulfilment of contractual liabilities, a document on collected contractual penalty; claims of consumers or customers, if the complaints have not been solved within time-limits; a report of the supervisory board about the executed works that are not according to the design, i.e. agreement; a statement on termination of Agreement due to failure to meet the essential obligations based on the manner and conditions stipulated by the law which regulates the obligational relations; and evidence on hiring persons which are not marked in the bid as subcontractors, or members of the group of bidders; other appropriate evidences according to the subject of the Public Procurement, referring to fulfilment of obligations in previous public procurement procedures or according to the previously concluded agreements on Public Procurements).

2.14 The Procuring party reserves the right, after bid opening, and before making a Decision on awarding the Agreement, i.e., the Decision on termination of the procedure, to ask the bidder(s) to remedy the deficiencies in his bid in due time and to make his bid acceptable, that is, to remove all reasons that made the bid inappropriate and unacceptable.

After remedying the deficiencies from the bids, the Procuring party reserves the right to invite all the bidders who submitted the appropriate and acceptable bids to the negotiation procedure, where the subject of negotiations will be the offered price.



The bidders who submitted unacceptable bids even after the call to remedy the deficiencies will not be invited to the negotiation procedure, because they did not remedy the detected deficiencies, i.e. they did not make their bids appropriate and acceptable, in the deadline given by the Procuring Party.

The bidders whose total value of the bid is higher for more than 20% compared to the most favourable, appropriate and acceptable bid will not be invited to the negotiation procedure. The bid whose total value is higher for more than 20% compared to the most favourable, appropriate and acceptable bid will be assessed as inappropriate bid with unusually high price.

NOTE: The Bidders cannot change the model of initially offered goods (equipment) when submitting Supplement to the Bid, or when remedying the deficiencies, otherwise such bid (supplement to the bid) shall be rejected as unacceptable.

The decision on awarding the Agreement shall be made by applying the criteria **"The lowest offered price"**.

The deadline for making a decision on awarding the Agreement is 25 (twenty-five) days from the bid opening date.

All bidders will be informed about the adopted decision.

2.15 Negative references:

The Procuring party may reject the bid if he possesses the evidence which refers to the procedure conducted or the Agreement concluded by another Procuring party, if the subject of the procurement is the same.

2.16 Procurement requirements:

Delivery deadline: maximum 30 (thirty) working days upon the day of admission of the Procurement order, based on the concluded agreement.

Deadline for issuing the realization order: in accordance with the Procuring party's needs, up to 1 (one) year upon the date of concluding the agreement.

Payment deadline:

- If the bidder is domestic: within at least 30 (thirty), and maximum 42 (forty-two) days upon the delivery date and signing of the Qualitative Acceptance Record, based on the delivered correct invoice.
- If the Agreement is to be concluded with the foreign bidder: maximum 60 (sixty) days upon the date the invoice was issued.

Place of delivery:

- If the Agreement is to be concluded with the foreign bidder, the place of delivery shall be CPT Belgrade;
- If the bidder is domestic, the place of delivery shall be Central Warehouse, 248, Kumodraška Street.

Bid validity period: 90 (ninety) days upon the date of public bid opening.

2.17 The criterion for the assessment of bids is the "lowest offered price".

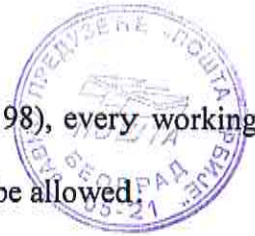
In case that two or more bidders offer the same price, more favourable shall be considered the bid offered by the bidder who offers the shorter delivery deadline.

2.18 An interested person may, in a written form, request from the Procuring Party some additional information and clarification regarding the preparation of the bid, whereby he may also point out to the Procuring Party the possible observed deficiencies and irregularities in the Bidding Documentation, no later than 5 days before the deadline for submitting the bid. The communication during the Procurement procedure shall be maintained by regular mail to the Procuring Party's address, Public Enterprise „Post of Serbia“, Belgrade, 2 Takovska Street, Registry Office, Belgrade PAK: 135403,

PE Post of Serbia, Belgrade, www.posta.rs

electronic mail (e-mail: postanabavka@ptt.rs) or by fax (number: 011-3022198), every working day, Monday to Friday, from 07:30 to 15:30 hrs.

Note: Asking for additional information and clarifications by phone shall not be allowed.





2.19 STATEMENT ON UNCHANGED CONTENTS
OF THE BIDDING DOCUMENTATION

The Bidder shall guarantee that the bid submitted for the procurement of the philatelic materials, Procurement No. N-16/2018, for the needs of the Procuring Party, PE Post of Serbia, Belgrade, was made based on the Bidding Documentation taken from the webpage of the Procuring party, with the contents which were announced on the above webpage.

(stamp)

(place and date)

(signature of the authorised person)

3. BID FORM

PE Post of Serbia, Belgrade
PAK 135403 Belgrade, 2 Takovska Str.

**SUBJECT: Bid for procurement of philatelic materials, Procurement No. N-16/2018
GENERAL INFORMATION OF THE BIDDER**

1. Business name (or name of the member of the group of bidders): _____
2. Address: _____
3. Registration number: _____
4. TIN: _____
5. The size of the legal person (circle): a) micro b) small c) medium d) large
6. Contact person: _____
7. Telephone: _____
8. Fax: _____
9. E-mail: _____
10. Current account: _____
11. Name of the bank: _____



NOTE: If the bid is submitted by the group of bidders, the bidder is obliged to make a copy of the first page of the Bid Form containing general information of the bidder, which is necessary to be completed for every member of the group individually.

GENERAL INFORMATION OF THE SUBCONTRACTOR

(in case the bidder entrusts one part of performing the procurement to the subcontractor)

1. Business name (business name or the shortened name from the appropriate register):

2. Business seat address: _____
3. Registration number: _____
4. TIN: _____
5. The size of the legal person (circle): a) micro b) small c) medium d) large
6. Contact person: _____
7. Telephone: _____
8. Fax: _____
9. E-mail: _____
10. Current bank account: _____
11. The name of the bank: _____



NOTE: If the bidder entrusts the performance of one part of the procurement to the subcontractor, the stated information about the subcontractor must be filled in. If the bidder entrusts the performance of one part of the procurement to several subcontractors, he is obliged to copy this page of the Bid Form containing general information of the subcontractor, which is necessary to be completed for every subcontractor individually.

BID No. _____

Number	Name of goods	Name of the manufacturer	Unit of meas.	Approx. quantity (I)	Unit price free of duty, other expenses and VAT excluded (RSD/EUR) (II)	*Other expenses per unit price (RSD/EUR) (III)	Total price VAT excluded (RSD/EUR) (IV)
							IV= (II+III)*I
1.	Philatelic self-adhesive angles 32X32mm		pack	150			
2.	Philatelic plastic pockets, 54 fields, clear		pack	50			
3.	Philatelic plastic pockets, 35 fields, clear		pack	50			
4.	Philatelic plastic pockets, 24 fields, clear		pack	50			
5.	Philatelic plastic pockets, 15 fields, clear		pack	50			
6.	Pages for stamps by year of issue of stamps for 2017		pack	20			
TOTAL, VAT excluded							



*Note: Other expenses per unit price (RSD/EUR) imply the participation of the expenses of material, work, energy sources, customs duty, transport insurance, risk, etc.).

Delivery deadline: within _____ working days upon the date of receiving the Procurement Order, based on the concluded Agreement (maximum 30 (thirty) working days).

Payment deadline:

- If the bidder is domestic: within _____ days upon the delivery date and signing of the Qualitative Acceptance Record, based on the delivered correct invoice (minimum 30 (thirty), and maximum 42 (forty-two) days).
- If the Agreement is to be concluded with the foreign bidder: within _____ days upon the date the invoice was issued (maximum 60 (sixty) days).

Place of delivery:

- If the Agreement is to be concluded with the foreign bidder, the place of delivery shall be CPT Belgrade;
- If the bidder is domestic, the place of delivery shall be Central Warehouse, 248, Kumodraška Street, Belgrade.

Bid validity period: 90 (ninety) days upon the date of public bid opening.

The bidder submits the bid:

- a) individually
 - b) as a joint bid, or
 - c) as a bid with the subcontractor
- percentage of total procurement value entrusted to the subcontractor: _____ % (cannot exceed 50%)
- part of the subject of procurement that the bidder shall perform through the subcontractor _____

Bidder shall circle the appropriate manner of submitting the bid.

Date

(stamp)

BIDDER





**4. REQUIREMENTS FOR PARTICIPATION IN THE PROCUREMENT FROM THE
BIDDING DOCUMENTATION AND
INSTRUCTIONS ON HOW TO PROVE THE FULFILMENT OF REQUIREMENTS**

4.1 The bidder is obliged to submit the following evidence (documents) as a proof that he fulfils the requirements necessary for participation in the procurement procedure:

1. The Statement, given under the full criminal and material responsibility, on fulfilment of the requirements for participation in the procurement procedure, determined by the Bidding Documentation, completed, signed by the authorized person appointed by the bidder and stamp-certified, as the evidence:

1.1 that the bidder is registered with the competent authority, i.e. entered into the appropriate register;

1.2 that the bidder and his legal representative were not convicted of some criminal act, as a member of an organised criminal group, that he was not convicted of criminal acts against economy, criminal acts against environment, criminal offense of bribery, fraud;

1.3 that the bidder has settled all due taxes, contributions and other public duties pursuant to the regulations of the Republic of Serbia, or another country where the bidder has registered his company;

1.4 that the bidder has observed the liabilities arising from the applicable regulations on safety at work, employment and work conditions, environmental protection, as well as that he has no prohibition of business activity in force at the moment of submitting the bid.

2. The Statement, given under the full criminal and material responsibility, by which the bidder guarantees the fulfilment of requirements defined in the technical characteristics of the Procuring Party.

If the bid is submitted by a group of bidders, the Statement must be stamp-certified and signed by every bidder from the group.

Every bidder from the group of bidders must fulfil the requirements from point 4.1 to sub-points 1.1 to 1.4 from the Statement, and the rest of the requirements they jointly fulfil.

4.2 If the bidder indicates in the bid that he will partially entrust the performance of the procurement to the subcontractor, he is obliged to submit the **Statement of the Subcontractor, given under criminal and material responsibility, on fulfilment of the requirements determined by the Bidding Documentation, completed, signed by the authorized person appointed by the subcontractor and stamp-certified, as the evidence:**

1. that the subcontractor is registered with the competent authority, i.e. entered into the appropriate register;

2. that the subcontractor and his legal representative were not convicted of some criminal act, as a member of an organised criminal group, that he was not convicted of criminal acts against economy, criminal acts against environment, criminal offense of bribery, fraud;



3. that the subcontractor has settled all due taxes, contributions and other public duties pursuant to the regulations of the Republic of Serbia, or another country where the bidder has registered his company;

4. that the bidder has observed the liabilities arising from the applicable regulations on safety at work, employment and work conditions, environmental protection, as well as that he has no prohibition of business activity in force at the moment of submitting the bid.

4.3. The bidder whose bid will be assessed as the most favourable, is obliged, within a reasonable time determined by the Procuring party, no shorter than 5 (five) days from the date of receiving the written Invitation issued by the Procuring party, to submit the copies, and in case the Procuring party requests, to submit for inspection the original or certified copies of the following evidence on fulfilment of the requirements:

1. Extract from the Business Register Agency, that is, the extract from the register of the competent Commercial Court, that is, the extract from the appropriate register, as the proof that the bidder is registered with the competent authority, i.e. entered into the appropriate Register.

2. a) The extract from the criminal records, that is, the certificate issued by the Primary Court, on whose territory there is a seat of a domestic legal person, i.e. the representative or the branch office seat of the foreign legal person, confirming that the legal person was not convicted of the criminal acts against the economy, environment, criminal offence of bribery, fraud Note: If the certificate issued by the Primary Court does not include the data from the criminal records for the criminal acts in the jurisdiction of the regular criminal department of the Higher Court, it is necessary to submit, along with the certificate issued by the Primary Court, and the CERTIFICATE issued by THE HIGHER COURT, on whose territory there is a seat of a domestic legal person, i.e. the representative or the branch office seat of the foreign legal person, confirming that the legal person was not convicted of criminal acts against the economy and the criminal offense of bribery.

b) The extract from the criminal records of the Special Department for Organized Crime of the Higher Court in Belgrade, confirming that the legal person was not convicted of some of the criminal acts of the organized crime;

c) The extract from the criminal records, i.e. the certificate of the competent Police Department of the Ministry of Internal Affairs, confirming that the legal representative of the bidder was not convicted of the criminal acts against economy, criminal acts against environment, criminal offenses of bribery, fraud or any of the criminal acts of the organized crime (the request may be submitted according to the birth place or the residence of the legal representative). If the bidder has more than one legal representative, he is obliged to provide evidence for each of them.

The validity period of the evidence from this point must not exceed 2 (two) months before the bid opening.

3. The certificates issued by the Tax Administration of the Ministry of Finance confirming that he has settled all due taxes and contributions, and the certificate issued by the competent local self-government confirming that he settled liabilities arising from the original local public revenues.

The validity period of the evidence from this point must not exceed 2 (two) months before the bid opening.



4.4 The bidder is obliged to provide evidence for his subcontractors on fulfilment of requirements stated in the points from 1 to 3, from sub-paragraph 4.3, as well as the Statement from the paragraph 4.7.

Every bidder from the group of bidders must fulfil the requirements from the point 1 to 4 of the Statement, which he proves by submitting the evidence from the point 1 to 3 from paragraph 4.3, and the rest of the requirements they fulfil jointly.

If the bidder whose bid is assessed as the most favourable one does not provide the copies of the evidence, or the original or certified copies for inspection, the Procuring Party shall reject his bid as unacceptable.

If the country where the bidder's seat is does not issue the stated evidence, the bidder may submit, instead of the evidence, his written statement, given under criminal and material responsibility, i.e. the Statement certified before the judicial or administrative authority, before a notary or any other competent authority of that country.

If the bidder has the business seat in another country, the Procuring Party may check whether the documents by which the bidder proves the fulfilment of the requirements are issued by the competent authorities of that country.

4.5 Any person registered in the public register of the bidders – entrepreneurs and legal persons, is not obliged to provide evidence on fulfilment of the mandatory requirements, i.e. requirements from paragraph 4.3 points 1–3 of the Bidding Documentation while submitting the bid.

4.6 The bidder is not obliged to provide evidence that are publicly available on the webpage of the Business Register Agency, that is, the extract from the Business Register Agency, as well as the data available on the webpage of the National Bank of Serbia – that is, data on the number of insolvency days.



4.7 BIDDER'S STATEMENT FORM

Under full material and criminal responsibility, I make this

STATEMENT

That the bidder _____
(name)

1. is registered with the competent authority, i.e. entered into the appropriate register;
2. and his legal representative were not convicted of some criminal act, as the members of an organised criminal group, that they were not convicted of criminal acts against economy, criminal acts against environment, criminal offense of bribery, fraud;
3. has settled all due taxes, contributions and other public duties pursuant to the regulations of the Republic of Serbia;
4. has observed the liabilities arising from the applicable regulations on safety at work, employment and work conditions, environmental protection, and also that they have no prohibition of business activity in force at the moment of submitting the bid.

Date and place

(stamp)

Bidder

Note: If the bid is submitted by the group of bidders, every member of the group of bidders is obliged to submit written and stamp-certified Bidder's Statement Form.



4.8 SUBCONTRACTOR'S STATEMENT FORM

Under full material and criminal responsibility, I make this

STATEMENT

That the subcontractor _____
(name)

1. is registered with the competent authority, i.e. entered into the appropriate register;
2. and his legal representative were not convicted of some criminal act, as the members of an organised criminal group, that they were not convicted of criminal acts against economy, criminal acts against environment, criminal offense of bribery, fraud;
3. has settled all due taxes, contributions and other public duties pursuant to the regulations of the Republic of Serbia;
4. has observed the liabilities arising from the applicable regulations on safety at work, employment and work conditions, environmental protection, and also that they have no prohibition of business activity in force at the moment of submitting the bid.

Date and place

(stamp)

Subcontractor

5. MODEL AGREEMENT

PE Post of Serbia, Belgrade

Ref: 2018-72177/

Belgrade, _____ 2018



PURCHASE AND SALE AGREEMENT

Concluded between:

1. **PE Post of Serbia, Belgrade**
Belgrade, 2, Takovska St.
represented by Acting CEO Mira Petrović,
(hereinafter referred to as **Purchaser**)
and
2. _____,
(name of bidder, or of all the members of the group of bidders)
_____,
(place, street and number of bidder, or the members of the group of bidders)
represented by the Director _____
(hereinafter referred to as **Seller**).

The contracting parties state in mutual agreement that:

- the Purchaser has conducted the Procurement Procedure for philatelic materials, No. N-16/2018, to which the Law on Public Procurement does not apply;
- the Purchaser has made the Decision on Awarding the Agreement, No. 2018-72177/ from .

Article 1

The subject hereof is purchase and sale of philatelic materials (hereinafter referred to as goods), fully according to the Seller's bid no. _____ from _____. 2018 (hereinafter referred to as Bid), registered with the Purchaser under the number 2018-72177/ from 2018, and technical characteristics which are enclosed and make an integral part of this Agreement.

Article 2

Total purchase value of goods referred in Article 1 hereof amounts to _____
(_____) RSD/EUR exclusive of VAT.

The price from the paragraph 1. for Seller from abroad shall be given according to the parity CPT Belgrade and includes the unit price of the goods exclusive of VAT and the other expenses, stated in the Bid.

The price from the paragraph 1. for domestic Seller shall be given according to the parity Central Warehouse, 248, Kumodraška Street, Belgrade and includes the unit price of the goods exclusive of VAT and the other expenses, stated in the Bid.

The price is fixed and cannot be changed.

The Agreement shall be realized in accordance with the current Programme of operations of PE Post of Serbia, Belgrade, up to the amount of the provided funding, and the remaining part shall be realized if the financial funds are provided by the Programme of Operations of the PE Post of Serbia, Belgrade, for the following year, up to the amount of the provided funding, and up to the total contracted value.

The Purchaser shall not be liable to the Seller for any possible damage if the goods concerned is no longer required, on objective grounds.



Article 3

The Seller shall deliver the goods within _____ (_____) working days upon sending the Procurement order, and based on the concluded Agreement.

The Purchaser shall issue the Procurement order according to the needs, within the maximum of 1 (one) year upon the date of the Agreement conclusion.

The Seller shall deliver the goods from Article 1 of this agreement in the following manner:

- In case the Agreement is to be concluded with the Seller from abroad, the place of delivery shall be CPT Belgrade;
- In case the Seller is domestic, the place of delivery shall be Central Warehouse, 248, Kumodraška Street, Belgrade.

The Seller is obliged to timely inform the Purchaser that the goods are ready for delivery.

The Seller is obliged to submit the delivery note, along with the goods.

Article 4

The Purchaser shall pay the contractual price from the Article 2 of this Agreement to the Seller in the following way:

- If the Seller is domestic: within _____ days upon the delivery date and signing the Qualitative Acceptance Record, based on the submitted proper invoice.
- If the Agreement is to be concluded with the foreign Seller: within _____ days from the invoice issuing date.

The Qualitative Acceptance Commission, formed by the Purchaser, shall inspect the goods and make the Qualitative Acceptance Record, signed by the authorized representatives appointed by the Purchaser.

The Qualitative Acceptance Record, signed by the Purchaser, along with the delivery note, represent the basis for sending the invoice to the invoice address: PE Post of Serbia, Belgrade, WU Srbijamarka, Belgrade, 2, Palmotićeva Str. Republic of Serbia.

Beside other information, the invoice shall by all means also include the following data: the Agreement number, the invoice number and date, currency of payment, the full bank instructions (name of the bank, address of the bank, the Seller's account, SWIFT, IBAN), the contractual parity and weight of the goods, Seller's current account number and Tax Identification Number (TIN) of both contractual Parties. Purchaser's TIN is 100002803.

Article 5

In case the Seller engages a subcontractor:

The Seller is fully responsible to the Purchaser for the fulfilment of the obligations from this Agreement, even in case of entrusting some of the obligations to the subcontractor:

"_____ "from _____, Street _____ number _____,

The Seller shall engage the mentioned subcontractor/s for fulfilment of the following obligations:

Article 6

The Seller shall deliver the goods from Article 1 of this Agreement according to the demanded quality and technical characteristics, all in accordance with the Bid.

The goods that is being delivered must be straight from the factory, brand new, unused, without damage, manufacturing defects, in the original packing, and completely in accordance with the given technical demands.

Article 7

In case of obvious deficiencies, the Purchaser shall not accept the goods, and upon establishing of deficiencies, he will send to the Seller the Record on deficiencies.



The Seller is obliged to replace the goods with deficiencies with the correct one, upon the receipt of the Record on deficiencies, no later than 30 (thirty) days, i.e. until the expiry of the deadline for remedying the deficiencies.

Article 8

In case of obvious deficiencies which were not noticed at the acceptance of the goods, the Purchaser shall send to the Seller the claim with the Record on deficiencies upon establishing the deficiencies, not later than three (3) days upon acceptance of the goods.

The Seller shall remedy the deficiencies or replace the claimed goods with the correct goods, not later than 30 (thirty) days upon the day of receipt of the Record on deficiencies.

Article 9

For all the noticed deficiencies and hidden faults which were not noticed at the moment of qualitative acceptance of goods, and which manifested themselves during use of goods, the Purchaser shall send to the Seller the claim with the Record on deficiencies, not later than 8 (eight) days upon the deficiencies are established.

The Seller shall remedy the deficiencies or the claimed goods replace with the correct one, not later than 30 (thirty) days upon the claim is received.

Article 10

If the Seller fails to execute his liabilities within the deadline referred in Article 3 Paragraph 1, Article 7 Paragraph 2, Article 8 Paragraph 2 and Article 9 Paragraph 2 of this Agreement, he shall pay to the Purchaser as liquidated damages for every day of delay, the amount of 0.5% of the contractual value of the goods which cannot be used.

The total value of the liquidated damages, which the Seller shall pay to the Purchaser in accordance with the previous paragraph, may amount up to 10% of the total contractual purchase price.

Article 11

For all matters that are not regulated by this Agreement, the provisions of the Act on Liabilities and Agreements shall apply, as well as the other applicable regulations, governing the matter in subject.

Article 12

The Agreement shall come into force on the day of its signing by both Contracting Parties and shall be valid until the fulfilment of all contractual liabilities of both Contracting Parties.

Article 13

The Contracting Parties agree to settle all disputable issues related to the implementation of the Agreement by mutual consent, otherwise the Court in Belgrade shall have jurisdiction.

Article 14

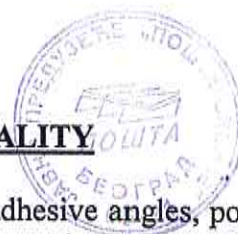
This Agreement is made in 6 (six) identical originals, whereof each Party shall keep three (3) originals.

PURCHASER

SELLER

Mira Petrović

Budget of Enterprise, I Operating costs / 9. Stamp printing and philatelic products / 870106.
Philatelic products, under order number 3.



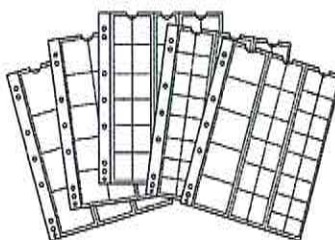
6. TECHNICAL CHARACTERISTICS AND QUALITY

Procurement of philatelic materials includes procurement of philatelic self-adhesive angles, pockets and pages used for storage and protection of various commemorative stamps and valuables. Below are technical characteristics of philatelic materials that need to be purchased, according to the structure, approximate amount and type:

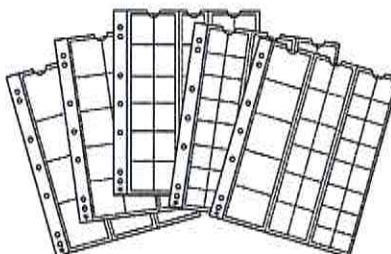
1. **Philatelic self-adhesive angles** are used for storage of first day covers, maximum cards, sheets of all formats. Angles are clear, self-adhesive and highly adhering with dimensions 32x32mm.



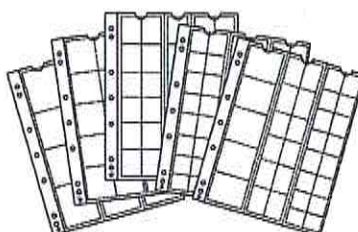
2. **Philatelic plastic pocket** is divided into 54 fields. The pocket as well as the fields are clear, so the content could be visible. It is used for storage of various commemorative stamps and valuables. Total dimensions of the pocket are 202x252mm, while the field dimensions are 24x25mm.

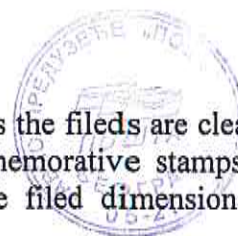


3. **Philatelic plastic pocket** is divided into 35 fields. The pocket as well as the fields are clear, so the content could be visible. It is used for storage of various commemorative stamps and valuables. Total dimensions of the pocket are 202x252mm, while the field dimensions are 31,50x32,70mm.

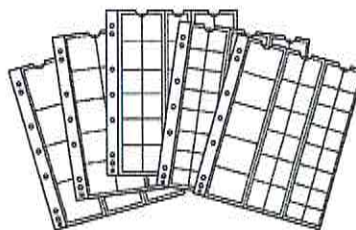


4. **Philatelic plastic pocket** is divided into 24 fields. The pocket as well as the fields are clear, so the content could be visible. It is used for storage of various commemorative stamps and valuables. Total dimensions of the pocket are 202x252mm, while the field dimensions are 39,50x38,50mm.

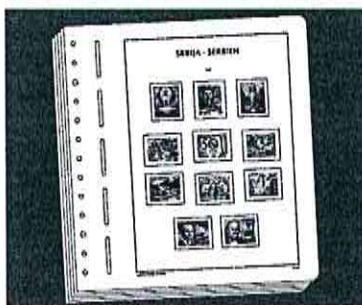




5. **Philatelic plastic pocket** is divided into 15 fields. The pocket as well as the fields are clear, so the content could be visible. It is used for storage of various commemorative stamps and valuables. Total dimensions of the pocket are 202x252mm, while the field dimensions are 48x46,50mm.



6. **Pages for stamps by year of issue of stamps for 2017** are album pages, dimensions 270 x 297mm with a system of 13 holes. Pages are done in high black-white offset print. Pages have protection mounts that are glued to pages and protect commemorative stamps from dust and moist.



Note: Permitted tolerances for given dimensions of the philatelic materials are ± 3 mm.



6.1 STATEMENT ON FULFILMENT OF TECHNICAL CHARACTERISTICS OF PHILATELIC MATERIALS

Under full material and criminal responsibility, I state

(name and seat of the bidder)

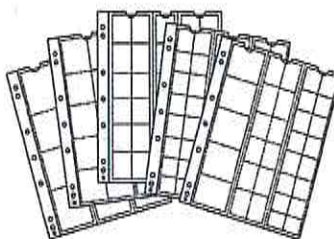
that the offered philatelic materials (procurement no. N: 16/2018) fulfil the following technical characteristics:

Procurement of philatelic materials includes procurement of philatelic self-adhesive angles, pockets and pages used for storage and protection of various commemorative stamps and valuables. Below are technical characteristics of philatelic materials that need to be purchased, according to the structure, approximate amount and type:

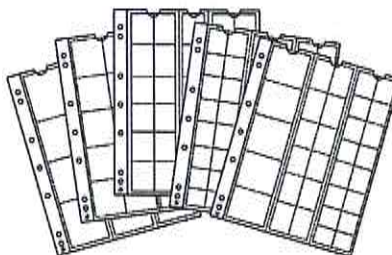
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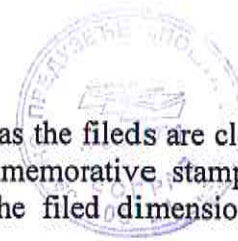


2. **Philatelic plastic pocket** is divided into 54 fields. The pocket as well as the fields are clear, so the content could be visible. It is used for storage of various commemorative stamps and valuables. Total dimensions of the pocket are 202x252mm, while the field dimensions are 24x25mm.

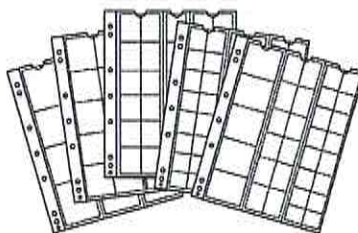


3. **Philatelic plastic pocket** is divided into 35 fields. The pocket as well as the fields are clear, so the content could be visible. It is used for storage of various commemorative stamps and valuables. Total dimensions of the pocket are 202x252mm, while the field dimensions are 31,50x32,70mm.

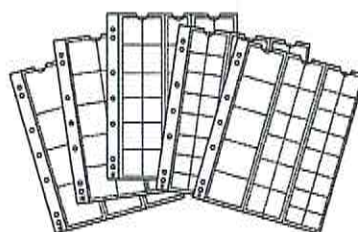




4. **Philatelic plastic pocket** is divided into 24 fields. The pocket as well as the fields are clear, so the content could be visible. It is used for storage of various commemorative stamps and valuables. Total dimensions of the pocket are 202x252mm, while the field dimensions are 39,50x38,50mm



5. **Philatelic plastic pocket** is divided into 15 fields. The pocket as well as the fields are clear, so the content could be visible. It is used for storage of various commemorative stamps and valuables. Total dimensions of the pocket are 202x252mm, while the field dimensions are 48x46,50mm.



6. **Pages for stamps by year of issue of stamps for 2017** are album pages, dimensions 270 x 297mm with a system of 13 holes. Pages are done in high black-white offset print. Pages have protection mounts that are glued to pages and protect commemorative stamps from dust and moist.



Note: Permitted tolerances for given dimensions of the philatelic materials are ± 3 mm.

Date and place

(stamp)

Bidder

7. PRICE STRUCTURE FORM WITH INSTRUCTIONS HOW TO FILL-IN

Bidder shall submit a filled-in, signed and stamp-certified Price Structure Form from this Bidding Documentation.

7.1 PRICE STRUCTURE FORM

	1	2	3	4	5	6
Number	Consumables	Unit price without VAT	Unit price with VAT	Total value (without VAT)	Total value (with VAT)	Other expenses (%)
1.	Philatelic self-adhesive angles 32X32mm					
2.	Philatelic plastic pockets, 54 fields, clear					
3.	Philatelic plastic pockets, 35 fields, clear					
4.	Philatelic plastic pockets, 24 fields, clear					
5.	Philatelic plastic pockets, 15 fields, clear					
6.	Pages for stamps by year of issue of stamps for 2017					



BIDDER

(stamp)

7.2 INSTRUCTIONS FOR FILLING-IN THE PRICE STRUCTURE FORM



Data contained in the price structure form are entered according to the following instructions:

- column 2 - enter the unit price without VAT from the Bid Form;
- column 3 - enter the unit price with VAT;
- column 4 - enter the total value (without VAT) from the Bid Form;
- column 5 - enter the total value (with VAT);
- column 6 - enter the percentage participation of other expenses related to the unit price of goods without VAT, from the Bid Form (**the participation of the expenses of material, work, energy sources, customs duty, transport insurance, risk, etc.**)

8. STATEMENT ON INDEPENDENT BID



Under full material and criminal responsibility, the Bidder

(name and seat of the bidder, or every member of the group of bidders)

hereby certifies that the bid for the procurement of philatelic materials, no. N-16/2018, is submitted independently, without consultations with other bidders or interested persons, except for the bidders from the group of bidders or the subcontractors with whom he jointly submits the bid for the concerned Procurement.

Note: In case there is a reasonable doubt concerning the veracity of the Statement on independent bid, the Procuring Party shall immediately inform the organization in charge of the competition protection. The organization in charge of the competition protection may issue a prohibition to participate in the procurement procedure to the bidder, i.e. to an interested person should it conclude that the bidder, i.e. an interested person, has violated the competition in the procurement procedure in terms of the Act governing the competition protection.

(stamp)

(date and place)

*(signature of the authorized person
of the bidder)*