

**CERTIFIED TRANSLATION FROM SERBIAN INTO ENGLISH LANGUAGE**

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“NAŠ MED” DOO (OUR HONEY LLC)

**Documentation  
for Filing Tenders  
and  
General Guidelines for Tenderers**

Tenders are to be delivered to the  
postal address:               ”Naš med” doo, dr Agostina Neta 30a, 11070 Novi Beograd  
Project Title:                 Equipment Delivery and Installation in the “Naš med” doo Honey  
Collecting and Marketing Plant.

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“Naš med” doo is a business company founded on 31 July 2017 by the SPOS and the Municipality of Rača with an aim to collect and market honey of the beekeepers of the Union of Serbian Beekeepers’ Associations (SPOS) home and abroad.

Procuring Entity for the equipment: Honey Collecting and Marketing Plant of the Beekeepers’ union SPOS, “Naš med” doo, Rača, Karađorđeva 48, Rača, (Reg.no. 21308366)

Procurement Subject: Equipment with technical requirements necessary for commissioning the Honey Collecting and Marketing Plant

This document contains:

1. PZI - Project for Implementation
2. List and Specification of the Equipment
3. Contract Model
4. Tender and the Declaration of Tenderer / Equipment Supplier

**(Note:** A selected tenderer on the basis of the Public Call for Tenders is the selected tenderer until the moment of signing the Contract by and between the Procuring Entity and the Selected Tenderer. From the moment of signing the contract the Selected Tenderer takes on the role of the Equipment Supplier, where this title means a complete delivery and installation of the equipment for the commissioning of the Plant (hereinafter: The Supplier).

Sincerely yours,

Director of “Naš med” doo  
Radivoje Ranković

  
*Suzana Ilijev* 1

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**GENERAL GUIDELINES FOR TENDERERS**

1. Tenderers are obliged to file a complete tender in a form of a project where they will offer their technological and processing solutions related to designing and constructing a technological line. Tenderers may also offer a new technological or processing solution that will be considered, and if established that it is useful and more quality one than what is offered in this Call, it will be accepted. Any enhancement of the process and any technological innovations are welcome for consideration.

**2. The rights of the Procuring Entity and the procedures in case of violations of the law by Tenderers**

“Naš med” doo reserves its right to terminate and publicly announce the termination of contract with the Contractor if the management bodies of supplier - a legal entity, its legal representative, associates and/or third party related to the Contractor - commit or are suspected of having committed a criminal offence that may or may not be related to “Naš med” doo. Any obstruction of the tenderer selection procedure or an attempt to influence the selection will be publicly announced, and the reported tenderer will be further reported to the competent authorities.

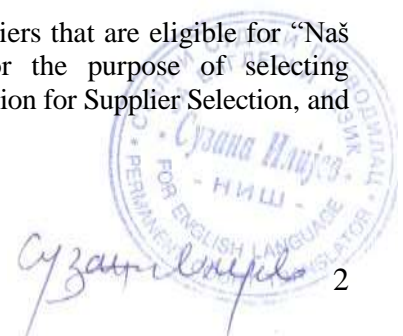
**3. The right to tendering and conflict of interest**

Tenderers who had any legal or ethical conflict with “Naš med” doo, the SPOS, or the Municipality of Rača, implying any ongoing or completed judicial disputes, administrative or other procedures where a Tenderer's interests are opposed to the interests of “Naš med” doo, the SPOS, or the Municipality of Rača, and for which it is reasonably and justifiably assumed that it may have an influence on the realisation of the project for equipment delivery and installation and the implementation of the supplier selection procedure as per the Call, shall not be entitled to the tendering in this Call. The Procuring Entity reserves its right to assess the existence and the estimate of significance of such circumstances, as well as the right to disqualify any tenderer in case of possessing any evidence on the existence of such circumstances.

Also, any tenderer having legal, business, or family relations, and any relation based on their share in the basic assets/ownership structure or any other relation inherently implicating any possibility to influence the implementation of this procedure, with the legal representatives of “Naš med” doo, the SPOS, or the Municipality of Rača, shall not be entitled to tendering in this Call. The Procuring Entity reserves its right to assess the existence and the estimate of significance of such circumstances, as well as the right to disqualify the tenderer in case of possessing any evidence on the existence of such circumstances.

**4. Eligible tenderers**

Having delivered their written tenders, exclusively those potential suppliers that are eligible for “Naš med” doo will be shortlisted for direct and cross interviews, for the purpose of selecting comprehensively most favourable supplier in the opinion of the Commission for Supplier Selection, and this based on the criteria provided.

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**An Eligible Tenderer must meet the following requirements:**

- (a) To have minimum 3-year experience as a supplier of equipment in honey industry (evidence is delivered pursuant to the Guidelines for item 9.3 (A));
- (b) To have experience in installing equipment in honey industry.
- (c) Tenderer must prove their disposal of financial capacities that make them eligible for the realisation of the **Contract on Delivery and Installation of Investment Equipment**, which will be concluded following the implementation of supplier selection procedure, as well as for delivering appropriate securities, and must also prove their disposal of human resources, business and technical capacities necessary for the project implementation. Evidence on human resources, business and technical capacities, relevant for the tender evaluation, shall be delivered in line with the provisions of item 9 of this documentation.
- (d) A tenderer shall be obliged to deliver in its tender:
  - Evidence (Certificate by the NBS and a related bank abroad) that they were not in the blockade in the last 3 years, counting from the date of publishing this Public Call;

The tenderers that have their repairs and maintenance services located closer to the Municipality of Rača with longer warranty periods, not shorter than 12 months from the beginning of exploitation will have the advantage.

No tenderer is obliged to present evidence that is publicly available on the web pages of the competent authorities. In regard to such evidence, the tenderer is obliged to cite the web page where such required data (evidence) are publicly available. If any evidence is abroad, the public registry containing the evidence must be freely accessed (to the contrary, the evidence must be delivered in writing.)

If a Tenderer also disposes of other types of certificates and licences, we kindly ask them to deliver them along with the remaining documentation, as it may grant them advantage during the supplier selection.

**4.1 Sub-contractors for equipment installation work**

Any Tenderer may engage sub-contractors for equipment installation work (hereinafter: Sub-contractor) to perform the installation work, but only if they were foreseen in their tender (mandatory list of subcontractors), implying that it must be stated in the tender it is filed jointly with a Sub-contractor. Any Tenderer is obliged to present evidences for Sub-contractors on the fulfilment of requirements stated in this Call, in all as for themselves.

The Supplier shall be fully liable for the performance of stipulated obligations to the Procuring Entity, and also for the work performed by Sub-contractors, as if the Supplier performed them on their own.

During the contract implementation, the Supplier cannot engage as a Sub-contractor an entity that was not listed in the Tender without previously received consent in writing granted by the Procuring Entity, in compliance with the requirements of the contract concluded.

**5. Costs of sending Tenderer's documentation**

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By applying for this Call, any potential contractors agree that they will bear all the costs for preparing their own documentation, and sending it to the postal address of “Naš med” doo in the manner laid down, and “Naš med” doo is not responsible in any way for the incurred costs of any potential Tenderer.

### **6. Errors, omissions, inaccuracies, and clarifications in the documentation**

Any errors in their documentation, a Tenderer will correct within a five-day period from the date of receiving the Request for Correction by the Procuring Entity at the latest.

“Naš med” doo may demand clarifications and is not bound in any manner by the contents of documentation, work requirements, price, and other elements in the course of the filed documentation examination and evaluation and the selection of the comprehensively most favourable supplier.

Any requests for necessary clarifications that a Tenderer may eventually require from the Procuring Entity shall be delivered in writing and sent exclusively to the following e-mail: [nasmed.rs@gmail.com](mailto:nasmed.rs@gmail.com) , *Mail Subject: Clarification of the Public Call Procedure*

“Naš med” doo is obliged to respond within a 7 (seven)-day time limit from the date of delivery of the Clarification Request by e-mail.

### **7. Protection of trade secret**

All the information that a Tenderer receives in the course of selection procedure and/or afterwards, they are obliged to treat as a trade secret and shall be liable for breach under the law thereof; and “Naš med” doo shall be entitled to remuneration of damages. This liability is perpetual whether the Tenderer concluded the contract with “Naš med” doo or did not.

**8. “Naš med” doo reserves the right to admit the documentation of potential Tenderers or to dismiss it, entirely or partially, as well as to cancel this Call at any time.**

**“Naš med” doo reserves the right to admit the tenders that are not entirely in line with the requirements prescribed by this Call (in regard to technological and/or processing solutions, if deemed reasonable and useful.**

“Naš med” doo reserves the right to amend any part of this Call, the accompanying project and technical and other listed documentation without any prior notices and the right to complaint, and it will inform the potential tenderers about it via its web page and the SPOS.

“Naš med” doo has an exclusive right to interpretation of this Call, the accompanying project and technical and other listed documentation.

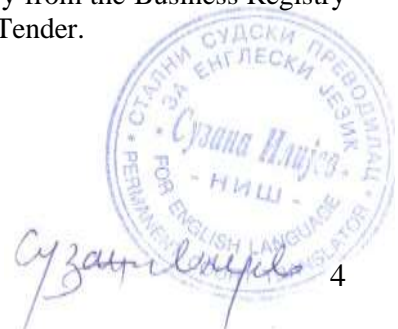
### **9. Requirements**

#### **9.1 Project documentation**

The Tenderer is obliged to present the evidence on the registration - Entry from the Business Registry Agency (orig. APR), i.e. from a competent registry of their state, in their Tender.

**The Tenderer is obliged to deliver the following documentation:**

**1) Documentation pursuant to items 9.3 and 9.4;**



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- 2) Complete Tender in a form of project where the solutions related to designing and constructing the technological line will be offered;**
- 3) Costs specification (item 9.2)**
- 4) Plans and specifications for the equipment installation work (in free form)**
- 5) List of services, human resources, and other capacities of the services**

**9.2 Validly determined and realistic price**

On the Tenderer's memo, in free form, bearing the seal and signature of the authorised person.  
The price must be expressed in dinars (RSD), including or excluding the VAT, with all the costs that the Tenderer has during the project implementation included.

**9.3 Documents guaranteeing eligibility of the Supplier, employees, and third persons**

**(A) Documents supporting the Supplier's eligibility:**

**1. Financial capacities**

A document that must contain the Supplier's status data, summarised balance statement and income statement for the previous three accounting years, indicators for creditworthiness evaluation for the previous three accounting years, (2017, 2016, and 2015);

**2. Business capacities**

**2.1** A document in free form - completed, sealed and signed by the Supplier's responsible person..

It is necessary to deliver basic information on former realised contracts.

**2.2** To deliver a Declaration on the Absence of Prohibition of Performance of Activities (signed by the responsible person and sealed on the company memo).

**2.3** Deliver written evidence issued by the competent authorities that the Supplier and its legal representative have not been convicted for any criminal offence as a member of organised criminal group, not convicted for any criminal offences against economy, criminal offences against environment, criminal offences of receiving or giving a bribe, criminal offences of fraud, and related offences abroad for foreign Suppliers:


**9.4** Supplier must have the certificates for quality and the attestations required under the current regulations and measures for the equipment of this type and in accordance with the Tenderer's offer;

- The delivered reports on the quality of materials incorporated must be issued by an accredited laboratory;

- The Contractor is obliged to perform specific testing of materials at their own expense; the Contractor is responsible if any material used does not match the prescribed quality and their offer;

- If stability and safety of the facility, traffic, environment, and environmental protection are endangered, due to use of non-quality material, equipment, work method, the Supplier is obliged upon the order of "Naš med" doo to remove any inadequately incorporated equipment (or any inadequate equipment per se), and to repeatedly performs the process of equipping the Plant with the honey production equipment at their own expense. If the Contractor does not do it within maximum 30-day time limit, "Naš med" doo may engage another supplier at the cost of the responsible Supplier. In the event of disagreement of both parties regarding the duration of the stated time limit, the Procuring Entity and the Tenderer shall engage an expert assessor acceptable for both parties, within 5-day time limit from the date of issuing the order.

"Naš med" doo will carry out the selection of the Expert Commission that will perform the monitoring over the performance of contracted work and inform the Supplier thereof.

  
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After the completion of all the contracted work, the Supplier shall be obliged to inform the Procuring Entity's representative and the Expert Commission for the purpose of signing the Acceptance Protocol.

Any relevant requirements that are not included in the current technical norms and standards, and which refer to the environmental protection, energy efficiency, safety, and other circumstances of general interest, must be respected by the Supplier in the course of performing the contracted work in compliance with the regulations regulating the listed areas.

The monitoring of performance of work will also be carried out by the person responsible with the Supplier for follow-up and control of performance of the Contract that will be concluded after the implementation of the Call procedure. The person responsible for follow-up and control of performance of the contracted obligations is Radivoje Ranković, telephone 060/444-0-121, which may also engage other persons to assist him in it.

**9.5** The Tenderer is obliged to install and put into operation the equipment that is the subject of this Call according to a turnkey system.

### **10 PZI – Project for Implementation and the Priced Bill of Quantities matching the Project**

It is possible to have an insight into the project and technical documentation on the web page of the Union of Serbian Beekeepers's Organisations (SPOS) <http://spos.info/35516/>

### **11 Filing tenders:**

A tender must be filed in a closed envelope, with a clear title:

**TENDER FOR THE SUPPLIER SELECTION FOR EQUIPMENT DELIVERY AND INSTALLATION IN THE FACILITY - HONEY COLLECTING AND MARKETING PLANT OF THE BEEKEEPERS' UNION SPOS, "NAŠ MED" doo, Rača, and this at the following postal address: "Naš med" doo, dr Agostina Neta 30A, 11070 Novi Beograd, exclusively by registered mail. On the delivery date, please send the information on the tender sent by e-mail to: [nasmed.rs@gmail.com](mailto:nasmed.rs@gmail.com) for the justification of any mail disappearance. If the mail does not arrive in due time, "Naš med" doo will inform the Applicant thereof; and will grant to it 24-hour time limit for personal delivery.**

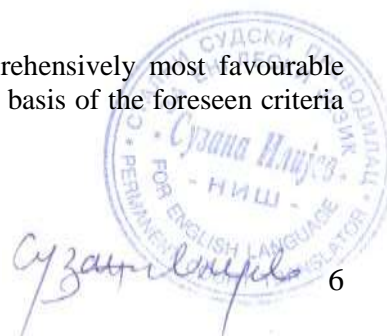
It is possible to deliver personally at the postal address "Naš med" doo Dr Agostina Neta 30A, 11070 Novi Beograd), not later than 17 October 2018 at 15 o'clock. Late or disorderly documentation will not be taken into consideration.

### **11 Opening of Tenders**

"Naš med" doo will perform the opening of tenders in the presence of the Supplier Selection Committee members .

### **12 Accepting Tenders**

"Naš med" doo reserves the right to perform the selection of the comprehensively most favourable Supplier in the opinion of the Supplier Selection Committee , and on the basis of the foreseen criteria within the time limit set and in the manner defined by itself.



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**13 Evaluation of the Received Tenders**

“Naš med” doo will evaluate the received tenders on the basis of:

- 1 Documentation validity;
- 2 Tenderer's technical and financial capacities
- 3 Satisfactory timeline of the equipment delivery and installation
- 4 More favourable time limits for paying the work performed that have been proposed by the Selected Contractor autonomously when sending their Tender;
- 5 The longest possible warranty period for the work performed (minimum 12 months from the commencement of equipment exploitation);
- 6 Number of days from the commencement of delivery and work from the date of contract signing.
- 7 Deadline for the completion of all the work;
- 8 Prices

**14 Process after the selection of Tenderer**

Before the signing of contract, a personal visit may be done by the Commission for the selection of Supplier, and this in relation to the equipment, human resources, registered seat., operational units of the Tenderer that has been selected.

A contract will be signed with the selected tenderer, that will define precisely the rights, obligations, and responsibilities of the Contracting Parties.

**15 Notifying Tenderers**

The Selected Tenderer will be invited for the harmonisation of draft contract on the equipment delivery and installation. The other Tenderers will be notified by a public notification on the web page [www.spos.info](http://www.spos.info).

**16 Penalties for installation delays**

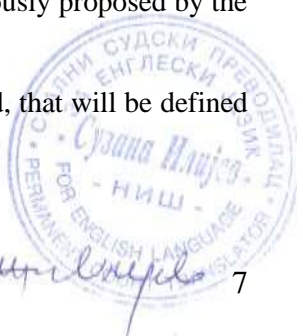
If the Contractor is late with the equipment installation in relation to the date set by the contract, they will pay the penalties of 0.5% of the contracted value including VAT per day for each day of delay, and maximum 30 days (15% of the contracted value including VAT).

**17 Payment**

Variant 1: The Payment will be done exclusively after “Naš med” doo has accepted the validity of the work performed on the equipment installation, and following the receipt of invoice issued by the Supplier, with the previous banking Letter of Credit.

Variant 2: The Payment will be done within other time limits that were autonomously proposed by the Selected Tenderer when sending the Tender.

The Procuring Entity reserves the right to select the variant - the payment method, that will be defined with the contract with the selected Tenderer.

  
Сузана Илијева 7

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**18 Resolution of disputes**

For solving any disputes the Parties establish the exclusive jurisdiction of

Variant 1: Commercial Court of Belgrade.

Variant 2: Arbitration Centre in Switzerland (Zurich)

**ANNEXES (MANDATORY FIELDS):**

ANNEX 1

ANNEX 1

**LIST OF TENDERER'S SERVICES**

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**HUMAN RESOURCES AND OTHER CAPACITY OF THE SERVICE**

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Seal and signature of the person responsible

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File no. 297818E  
05.09.2018, Niš

**Hereby, I certify that the  
above translation from  
Serbian into English language  
is correct and true to its original  
consisting of nine pages.**

**Suzana ILIJEV**  
Court Translator

