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Hilfe zur Selbsthilfe



Help – Hilfe zur Selbsthilfe Serbia  
Učiteljska 52, 11000 Belgrade

10.01.2025

Naš broj / Our ref: PSRB-156-24-25-FUR01

## **Poziv za učešće u tenderskoj proceduri**

za nabavku nameštaja i kućnih aparata sa isporukom na najmanje 20 adresa krajnjih korisnika

### ***Invitation to Tender***

***for supply of furniture and household appliances with delivery to at least 20 addresses of the final beneficiaries***

U OKVIRU PROJEKTA “URGENTNA I RAZVOJNA POMOĆ POVRATNICIM” FINANSIRANOG OD STRANE MINISTARSTVA ZA EKONOMSKU SARADNJU I RAZVOJ SR NEMAČKE PREKO ORGANIZACIJE ZA MEĐUNARODNU SARADNJU -GIZ / *WITHIN THE PROJECT “EMERGENCY AND DEVELOPMENT SUPPORT TO RETURNEES” FINANCED BY THE GERMAN FEDERAL MINISTRY FOR ECONOMIC COOPERATION AND DEVELOPMENT THROUGH THE GERMAN ORGANIZATION FOR INTERNATIONAL COOPERATION – GIZ*

Poštovana g-đo/ g-dine / *Dear Madame/Sir*

Ovo je poziv za učešće u tenderskoj proceduri za gorenavedeni ugovor o nabavci. U prilogu možete pronaći sledeća dokumenta, koja čine sastavni deo tenderske dokumentacije / *This is an invitation to tender for the above-mentioned supply contract. Please find enclosed the following documents, which constitute the tender dossier:*

- A. Uputstva ponuđačima sa Objavom Ugovora / *Instructions to tenderers with Contract Notice***
- B. Nacrt Ugovora i specijalnih uslova, uključujući anekse / *Draft contract and special conditions, including annexes***
  - Nacrt ugovora sa Specijalnim uslovima / *Draft contract with Special conditions*
  - Aneks / *Annex 1: Opšte odredbe i uslovi / General terms and conditions, Aneks / Annex 1A: Kodeks ponašanja / Code of Conduct*
  - Aneksa / *Annex 2: tehnička specifikacija + tehnička ponuda / technical specifications + technical offer*
  - Aneks / *Annex 3: presek budžeta (model finansijske ponude) / budget breakdown (model financial offer)*
- C. Tenderski obrazac / *Tender Submission Form***
- D. Izjava o podobnosti za kandidata/ ponuđača ili dobavljača / *Declaration for Candidates, Tenderer or Supplier***

Sa zadovoljstvom očekujemo prijem Vaše ponude pre roka za dostavljanje ponuda navedenom u Uputstvima za ponuđače.

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Podnošenjem ponude Vi pristajete da primete obaveštenja o ishodu procedure elektronskim putem. Smatraće se da ste ovakvo obaveštenje primili na dan kada ga je ugovarač poslao na elektronsku adresu naznačenu u Vašoj ponudi.

Ukoliko odlučite da odustanete od dostavljanja ponude, molimo da nas pisanim putem obavestite o razlozima Vašeg odustajanja.

*We look forward to receiving your tender before the submission deadline at the address specified in the Instructions to tenderers.*

*By submitting a tender, you accept to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received by you on the date upon which the contracting authority sends it to the electronic address you referred to in your offer.*

*If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.*

Srdačno / Yours sincerely,

Ranko Bruić  
Project Coordinator

## A. Uputstva i uslovi Poziva za učešće u tenderskoj proceduri /

### A. Instructions and Conditions for Invitation to Tender

#### Referentni broj / Reference No: PSRB-156-24-25-FUR01

Sprovodeći projekat „Urgentna i razvojna pomoć povratnicima“ uz finansiranje od strane Ministarstva za ekonomsku saradnju i razvoj SR Nemačke preko organizacije za međunarodnu saradnju - GIZ, Help - Hilfe zur Selbsthilfe e.V. poziva sve zainteresovane i kvalifikovane dobavljače da predaju ponude za nabavku nameštaja i kućnih aparata prema opisu datom u tehničkoj specifikaciji.

*Implementing the project “Emergency and Development Support to returnees” with funding from the German Federal Ministry for Economic Cooperation and Development through the German organization for international cooperation – GIZ, Help – Hilfe zur Selbsthilfe e.V. invites all interested and qualified suppliers to submit Bids for the supply of furniture and household appliances according to the description given in the technical specification.*

Help-Hilfe zur Selbsthilfe Srbija će primati i razmatrati ponude u okviru ovog zvaničnog Poziva za učešće u tenderskoj proceduri u skladu sa dole navedenim instrukcijama i uslovima. / *Help – Hilfe zur Selbsthilfe Serbia will receive and consider Bids in response to this official Invitation to Bid subject to the instructions and conditions hereunder.*

#### 1. Roba koju treba obezbediti / Supplies to be provided

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**1.1** Predmet ovog ugovora je **nabavka, isporuka, istovar, instalacija i puštanje u funkciju**, od strane Dobavljača, sledeće robe / *The subject of the contract is the **supply, delivery, unloading, installation and commissioning** by the Contractor of the following goods:*

- Nameštaj: trpezarijski stolovi (6 kom) i stolice (34 kom), kuhinjski blokovi (5 kom), plakari (5kom), kauči (16 kom), kreveti (11 kom), madraci (20 kom), bračni kreveti (3kom), madrac za bračni krevet (3kom) i

- Kućni aparati: veš mašine (12 kom), električni šporeti (10 kom), frižideri (14kom), šporeti na čvrsto gorivo (7 kom), na adrese 20 finalnih korisnika na teritoriji Subotice Beograda-GO Zvezdara I Kraljeva u periodu od 30 dana od dana potpisivanja ugovora.

*- Furniture: dining room tables (6pcs) and chairs (34pcs), kitchen blocks (5pcs), wardrobes (5pcs), sofa beds (16pcs), beds (11pcs), mattresses (20pcs), double beds (3pcs), mattresses for double beds (3pcs) and*

*-Household appliances: washing machines (12pcs), electric cookers (10pcs), refrigerators (14pcs), solid fuel stove (7pcs).*

*to the addresses of 20 final beneficiaries on the territory of the Republic of Serbia, during 30 days period, starting from the Contract signing date*

**1.2** Roba mora u potpunosti biti saglasna sa tehničkom specifikacijom datom u tenderskoj dokumentaciji (tehnički aneks) i mora u svakom pogledu odgovarati priloženim crtežima, količinama, modelima, primercima, merama i drugim instrukcijama,

*The supplies must comply fully with the technical specifications set out in the tender dossier (technical annex) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.*

**1.3 Ponuđačima** nije dozvoljeno da podnesu ponudu za varijantno rešenje pored onog zahtevnog tenderskom dokumentacijom. / *Tenderers are not authorised to tender for a variant solution in addition to the present tender.*

U skladu sa ekonomskim sankcijama koje je EU uvela Rusiji i Belorusiji zbog rata u Ukrajini, roba kupljena u okviru ovog ugovora **ne sme da vodi poreklo** iz Rusije, Belorusije, Krima i regiona istočne Ukrajine pod ruskom kontrolom /

*In accordance with the economic sanctions introduced by EU against Russia and Belarus, due to the war in Ukraine, goods purchased under this contract **must not originate** from Russia, Belarus, Crimea and the Russian-controlled region of eastern Ukraine.*

## 2. Raspored / Time Table

	DATE	TIME*
Sastanak radi pojašnjenja / poseta lokaciji <i>Clarification meeting / site visit (if any)</i>	Nije primenljivo Not applicable	Nije primenljivo Not applicable
Rok za traženje bilo kakvih dodatnih informacija od Ugovarača / <i>Deadline for requesting clarifications from the Contracting Authority</i>	23.01.2025	16:00
Poslednji rok do koga Ugovarač daje dodatna obaveštenja / <i>Last date on which clarifications are issued by the Contracting Authority</i>	24.01.2025	/
Rok za podnošenje ponuda / <i>Deadline for submission of tenders</i>	31.01.2025	14:00
Javno otvaranje ponuda / <i>Tender opening session</i>	31.01.2025	14:15
Obaveštenje o dodeli ugovora odabranom ponuđaču / <i>Notification of award to the successful tenderer</i>	06.02.2025	
Potpisivanje ugovora / <i>Signature of the contract</i>	10.02.2025	

\* Sva vremena su izražena u vremenskoj zoni države Ugovarača / *All times are in the time zone of the country of the Contracting Authority Provisional date*

## 3. Tip ugovora / Type of Contract

Ugovor po jedinici / *unit-price contract*

## 4. Valuta / Currency

Ponuda treba da bude data u evrima. / *Tenders must be presented in Euro.*

## 5. Particije / Lots

Ova tenderska procedura nije podeljena u particije. / *This tender procedure is not divided into lots.*

## 6. Period validnosti / Period of Validity

6.1 Ponuđači su dužni da osiguraju validnost njihove ponude u periodu od 60 dana od dana krajnjeg roka za podnošenje ponude.

*Tenderers will be bound by their tenders for a period of 60 days from the deadline for the submission of tenders.*

6.2 U izuzetnim okolnostima Ugovarač može, pre isteka perioda važenja ponude, zahtevati od Ponuđača u pisanoj formi da produži vreme validnosti ponude za dodatnih 40 dana. Takav zahtev i odgovor na takav zahtev moraju biti dati u pisanoj formi. Ponuđačima koji prihvate da se povinuju ovakvom zahtevu neće biti dozvoljena modifikacija podnete ponude. Ukoliko Ponuđači odbiju da prihvate ovakav zahtev, njihovo dalje učešće u tenderskoj proceduri će biti okončano.

*In exceptional cases and prior to the expiry of the original tender validity period, the Contracting Authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated.*

6.3 Uspešan Ponuđač, čija je ponuda prihvaćena, biće dužan da produži važenje svog tendera za još narednih 60 dana. Ovaj dopunski period se dodaje periodu važenja bez obzira na datum obaveštenja.

*The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period of the tender irrespective of the date of notification.*

## **7. Jezik ponuda / Language of Tenders**

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7.1 Ponude, i sva prepiska i dokumenta koja se odnose na ponudu, razmenjena između ponuđača i Ugovarača moraju biti pisani na jeziku procedure, odnosno engleskom i srpskom jeziku.

*The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in the language of the procedure, which is English and Serbian.*

## **8. Dostavljanje ponuda / Submission of Tender Dossier**

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8.1 Ugovarač mora primiti ponude pre roka navedenog u članu 8.3. Ponude moraju sadržati sve dokumente navedene pod tačkom 9 ovih instrukcija i poslate ili dostavljene lično na sledeću adresu:

*The Contracting Authority must receive the tenders before the deadline specified in 8.3. They must include all the documents specified in point 9 of these Instructions and be sent or hand delivered to the following address:*

Help Beograd, Učiteljska 52, 11 500 Beograd

(radno vreme /working hours: 8:00 -16:00 svakog radnog dana / weekdays)

Ponude moraju da zadovoljavaju sledeće uslove / *Tenders must comply with the following conditions:*

8.2 Kompletna ponuda mora biti podneta u jednom originalu, jasno obeleženom sa „original”.

*All tenders must be submitted in one original, marked ‘original’.*

**Skenirana originalna ponuda takođe treba da bude dostavljena u elektronskoj formi.**

***Scan of the original offer must be submitted in electronic form.***

8.3 Sve ponude moraju biti primljene na sledećoj adresi: Učiteljska 52, 11050 Beograd, pre roka za dostavljanje ponuda, 31.01.2025. u 14 časova, putem preporučene pošte sa potvrdom prijema ili lične isporuke uz potvrdu prijema potpisane od strane predstavnika Ugovarača.

*All tenders must be received at Učiteljska 52, 11 050 Belgrade before the deadline 31.01.2025, 14:00, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by the representative of the Contracting Authority.*

8.4 Sve ponude, uključujući anekse i prateću dokumentaciju, moraju biti podnete u zatvorenoj koverti na kojoj će biti naznačeno samo sledeće:

- a) gore navedena adresa;
- b) referenca ove tenderske procedure (naš broj);
- c) reči “Ne otvarati pre sednice javnog otvaranja” na jeziku tenderske dokumentacije;
- d) naziv Ponuđača.

All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

- a) the above address;
- b) the reference code of this tender procedure, (i.e. <tender reference>);
- c) the words 'Not to be opened before the tender opening session' in the language of the tender dossier.
- d) the name of the tenderer.

Tehnička i finansijska ponuda moraju biti zajedno stavljene u zatvorenu kovertu. Ovu kovertu, zajedno sa ostatkom tenderske dokumentacije staviti u još jednu zatvorenu kovertu/paket.

*The technical and financial offers must be placed together in a sealed envelope. The envelope should then be placed in another single sealed envelope/package.*

## 9. Sadržaj ponude / Content of Tenders

Ne ispunjenje dole navedenih zahteva će se smatrati nerugularnošću koje može rezultirati odbacivanjem ponude. Sve podnete ponude moraju da budu u skladu sa zahtevima tenderske dokumentacije i da se sastoje od sledećih delova:

*Failure to fulfil the below requirements will constitute an irregularity and may result in rejection of the tender. All tenders submitted must comply with the requirements in the tender dossier and comprise:*

### Deo /Part 1: Tehnička ponuda / Technical offer:

- Detaljan opis ponuđene robe u skladu sa tehničkom specifikacijom, uključujući sve dokumente koji to dokazuju (tehničke karakteristike proizvođača, sastav, ostale specifikacije) / *a detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required (including technical characteristics issued by the manufacturer, content, other specifications)*

Tehnička ponuda treba da bude data u zahtevanoj formi (Aneks II\*, Dobavljačka tehnička ponuda) dodajući dodatne listove ukoliko je neophodno.

*The technical offer should be presented as per template (Annex II\*, Contractor's technical offer) adding separate sheets for details if necessary.*

### Deo /Part 2: Finansijska ponuda / Financial offer:

- Finansijska ponuda u evrima bez PDV-a, sa uključenim transportom do adresa finalnih korisnika prema priloženom formatu Aneks III, presek budžeta, dodajući posebne strane za detalje ukoliko je potrebno. / *A financial offer calculated in EUR without VAT, and should include transportation costs to the final beneficiaries, presented as per template form Annex III, budget breakdown, adding separate sheets for details if necessary.*
- Elektronska verzija finansijske ponude na CD-u / *An electronic version of the financial offer on CD.*

### Deo /Part 3: Dokumentacija / Documentation:

- Potpuno popunjen "Tenderski obrazac za ugovore o nabavci" zajedno sa potpisanom Izjavom za Ponuđače/ *The "Tender Form for a supply contract" together with Declaration of Tenderer(s) duly signed;*
- Detalje bankovnog računa preko koga će biti obavljena plaćanja – popunjen i overen obrazac finansijske identifikacije / *The details of the bank account into which payments should be made – financial identification form duly signed.*
- Objašnjenja u vezi garantnih uslova, koji moraju da budu u skladu sa uslovima navedenim u članu 5. Opštih uslova / *A description of the warranty conditions, which must be in accordance with the conditions laid down in Article 5 of the General Conditions.*
- Izjavu ponuđača o poreklu ponuđenih proizvoda (ili drugi dokaz o poreklu robe) / *A statement by the tenderer attesting the origin of the supplies tendered (or other proofs of origin).*
- Za ovlašćeno lice: zvanični dokument (statut, punomoćje, itd) kojom se dokazuje da je osoba ovlašćena za potpis u ime firme, zajedničkog ulaganja ili konzorcijuma / *Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company, joint venture or consortium is duly authorised to do so.*

- Kopiju registracije firme izdat od strane relevantne državne institucije / *Company' official registration certificate obtained from the relevant national government authority;*
- Potvrdu poreske uprave (da je firma registrovana kod relevantne poreske uprave) / *Tax certificate (stating that company is officially registered with the relevant taxation authorities);*

Napomena / *Remarks:*

Od ponuđača se zahteva da prate ovaj redosled pri dostavljanju ponude. / *Tenderers are requested to follow this order of presentation.*

#### **10. Porezi i druge dadžbine / Taxes and other charges**

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Nabavka po ovom ugovoru je oslobođena plaćanja poreza na dodatu vrednosti. Proceduru oslobađanja kod nadležne poreske uprave prema važećoj regulativi sprovodi Ugovarač na osnovu profakture Dobavljača. / *Supply under this contract is VAT exempt. Exemption procedure at the responsible tax authority will be conducted by the Contracting Authority on the bases of the pro-forma invoice received from Supplier.*

#### **11. Dodatne informacije pre roka za podnošenje ponuda / Additional information before the deadline for submission of tenders**

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Tenderska dokumentacija treba da bude dovoljno jasna kako ponuđači ne bi zahtevali dodatne informacije tokom tenderske procedure. Ukoliko Ugovarač, na sopstvenu inicijativu ili odgovarajući na zahtev potencijalnog Ponuđača, pruži dodatne informacije u vezi tenderske dokumentacije, sva takva dodatna objašnjenja moraju biti prosleđena svim potencijalnim ponuđačima u pisanoj formi istovremeno.

*The tender dossier should be so clear that tenderers do not need to request additional information during the procedure. If the Contracting Authority, on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, it must send such information in writing to all other prospective tenderers at the same time.*

Ponuđači mogu postaviti pitanja Ugovaraču u pisanoj formi, najkasnije do 23.01.2025 navodeći **referentni broj tendera (naš broj) i naziv ugovora**, na sledeću adresu / *Tenderers may submit questions in writing to the following address latest by 23.01.2025, specifying the **tender reference No. and the contract title:***

Help kancelarija u Beogradu

Učiteljska 52, 11 050 Beograd

e-mail: [rbruic@help-serbia.org.rs](mailto:rbruic@help-serbia.org.rs)

Ugovarač nakon ovog datuma nema obavezu pružanja dodatnih informacija. Ugovarač na sva pitanja Ponuđača mora odgovoriti najkasnije do 24.01.2025. / *The Contracting Authority has no obligation to provide clarifications after this date. Any clarification of the tender dossier will be answered until 24.01.2025.*

Bilo koji potencijalni ponuđač koji bude zatražilo pojedinačne sastanke sa Ugovaračem, tokom trajanja tendera, može biti isključen iz dalje tenderske procedure. / *Any prospective tenderers seeking to arrange individual meetings with either the Contracting Authority during the tender period may be excluded from the tender procedure.*

#### **12. Sastanak za pružanje dodatnih informacija / poseta lokaciji / Clarification meeting / site visit**

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Sastanak za pružanje dodatnih informacija/poseta lokaciji nije planiran. Individualne posete potencijalnih ponuđača tokom trajanja tendera ne mogu biti organizovane. / *No clarification meeting / site visit planned. Visits by individual prospective tenderers during the tender period cannot be organised.*

#### **13. Izmene ili povlačenje ponuda / Alteration or withdrawal of tenders**

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13.1 Ponuđači mogu izmeniti ili povući svoje ponude pisanim obaveštenjem do krajnjeg roka za dostavljanje ponuda navedenog u članu 8.3. Ponude ne mogu biti menjane posle ovog roka. Povlačenje mora biti bezuslovno i



okonačće učesće u tenderskoj proceduri. / *Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 8.3. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.*

13.2 Svako ovakvo obaveštenje o izmeni ili povlačenju ponude mora biti pripremljeno i podneto u skladu sa članom 8. Spoljna koverta mora biti u skladu sa tim obeležena rečima "IZMENA" ili "POVLAČENJE TENDERA". / *Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 8. The outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.*

13.3 Ponuda ne može biti povučena u periodu između krajnjeg roka za podnošenje ponuda navedenog u članu 8.3 i datuma isteka roka važnosti ponude. / *No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 8.3 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.*

#### **14. Troškovi pripreme ponuda / Costs of preparing tenders**

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Svi troškovi koje bude imao Ponuđač u toku pripreme i podnošenja ponude se ne nadoknađuju. Sve ove troškove snosi Ponuđač. / *No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.*

#### **15. Vlasništvo nad ponudama / Ownership of tenders**

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Ugovarač zadržava pravo vlasništva nad svim primljenim ponudama u okviru ove tenderske procedure. Shodno tome, ponuđači nemaju pravo da zahtevaju vraćanje njihovih ponuda. / *The Contracting Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.*

#### **16. Zajedničko ulaganje ili konzorcijum / Joint venture or consortium**

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16.1 Ukoliko je ponuđač zajedničko ulaganje ili konzorcijum dva ili više lica, ponuda mora biti jedinstvena u cilju zaključenja jedinstvenog ugovora, svako lice mora potpisati ponudu i biće solidarno odgovorno za ponudu i bilo kakav ugovor. Ova lica moraju odrediti jednog od njihovih članova koji će delovati kao rukovodilac sa ovlašćenjem da obaveže zajedničko ulaganje ili konzorcijum. Sastav zajedničkog ulaganja ili konzorcijuma ne može biti menjan bez prethodne pisane saglasnosti Ugovarača.

*If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the Contracting Authority.*

16.2 Ponuda može biti potpisana od strane predstavnika zajedničkog ulaganja ili konzorcijuma samo ukoliko je on izričito ovlašćen u pisanom obliku od strane članova zajedničkog ulaganja ili konzorcijuma, i ugovor kojim se ovlašćuje, ovlašćenje overeno kod javnog beležnika ili preneto ovlašćenje mora biti dostavljeno Ugovaraču u skladu sa tačkom 9 ovih Instrukcija ponuđačima. Svi potpisnici ovlašćenja moraju potvrditi u skladu sa važećim nacionalnim zakonima i regulativi svakog od članova koji sačinjavaju zajedničko ulaganje ili konzorcijum, zajedno sa punomoći osnivanja, u pisanoj formi, da su potpisnici ponude ovlašćeni da se obavežu u ime članova zajedničkog ulaganja ili konzorcijuma.

*The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the Contracting Authority in accordance with point 9 of these Instructions to Tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium.*



## 17. Otvaranje ponuda / Opening of Tenders

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17.1 Otvaranje i pregled ponuda biće obavljeno u svrhu provere da li su ponude kompletne, da li su pružene potrebne garancije uz ponudu, da li su potrebni dokumenti pravilno priloženi i da li su ponude generalno u redu.

*The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the required documents have been properly included and whether the tenders are generally in order.*

17.2 Tenderi će biti otvoreni na sednici javnog otvaranja koja će se održati u prostorijama organizacije Help-a u Beogradu, Učiteljska 52, dana 31.01.2025. godine sa početkom 14:15 časova po lokalnom vremenu, od strane Evaluacione komisije ustanovljene za ovu namenu. Komisija će voditi zapisnik ovog zasedanja koji će biti na raspolaganju Ponuđačima na njihov zahtev.

*The tenders will be opened in public session on 31.01.2025, 14:15 at Help Belgrade office, Učiteljska 52, Belgrade by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which will be available on request.*

17.3 Na otvaranju tendera, imena Ponuđača, visina njihove ponude, eventualno ponuđeni popusti, pisana obaveštenja u slučaju izmena i povlačenja ponude, postojanje tenderske garancije (ukoliko je zahtevana) i bilo koja druga informacija za koju Ugovarač smatra da je potrebno, biće javno objavljeni.

*At the tender opening, the tenderers' names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if required) and such other information as the Contracting Authority may consider appropriate may be announced.*

17.4 Nakon javnog otvaranja tendera, nikakve dalje informacije u vezi provere, razjašnjenja, evaluacije ili poređenja ponuda, kao ni preporuke u vezi dodele ugovora ne mogu biti otkrivene dok ugovor ne bude dodeljen.

*After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.*

17.5 Bilo kakav pokušaj od strane Ponuđača da utiče na Evaluacionu komisiju tokom procesa provere, razjašnjenja, evaluacije i poređenja ponuda, da dobije informacije o toku razvoja procedure ili da utiče na Ugovarača u procesu odlučivanja o dodeli ugovora dovešće do momentalnog odbacivanja njihovih ponuda.

*Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.*

17.6 Sve ponude primljene nakon isteka roka za podnošenje koji je preciziran u ovim instrukcijama biće zadržani od strane Ugovarača. Ne prihvata se nikakva odgovornost za kasnu isporuku tendera. Zakasneli tenderi će biti odbačeni i neće biti evaluirani.

*All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the Contracting Authority. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.*

## 18. Evaluacija ponuda / Evaluation of tenders

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18.1 Provera administrativne ispravnosti tendera /Examination of the administrative conformity of tenders

Cilj ove faze je provera saglasnosti ponuda sa osnovnim zahtevima iz tenderske dokumentacije. Smatra se da je ponuda u saglasnosti ukoliko je zadovoljila sve uslove, procedure i specifikacije navedene u tenderskoj dokumentaciji, bez značajnih odstupanja ili postavljanja ograničenja s tim u vezi.

Značajna odstupanja ili ograničenja su ona koja utiču na obim, kvalitet ili realizaciju ugovora, značajno odstupaju od uslova iz tenderske dokumentacije, ograničavaju prava Ugovarača ili obaveze Ponuđača pod ugovorom, kao i da ugrožavaju ravnopravno nadmetanje za Ponuđače čije ponude jesu u saglasnosti. Odluke kojima se utvrđuje administrativna nesaglasnost ponuda moraju biti na odgovarajući način opravdane u zapisniku evaluacione procedure.

Ukoliko ponuda nije u skladu sa tenderskom dokumentacijom biće odmah odbačena i shodno tome ne može naknadno biti usklađivana prepravljanjem vremena primanja ili povlačenjem ograničenja

*The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.*

*Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the Contracting Authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.*

*If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.*

#### 18.2 Tehnička evaluacija / *Technical evaluation*

Nakon sprovedene analize ponuda za koje je utvrđeno da su u saglasnosti sa administrativnim zahtevima, evaluaciona komisija će zatim analizirati svaku ponudu u cilju procene tehničke prihvatljivosti svake ponude, klasifikujući ih kao tehnički usklađene ili ne usklađene ponude.

U ovoj fazi će se procenjivati da li postoji minimum zahtevanih tehničkih kvalifikacija.

Kada ugovor uključuje i usluge i/ili obuku nakon prodaje, tehnički kvalitet ovakvih usluga će takođe biti procenjen koristeći da/ne kriterijum kao što navedeno u tenderskoj dokumentaciji.

*After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.*

*The minimum qualifications required are to be evaluated at the start of this stage.*

*Where contracts include after-sales service and/or training, the technical quality of such services will also be evaluated by using yes/no criteria as specified in the tender dossier.*

18.3 U svrhu transparentnosti i jednakog tretmana za sve, tokom analiziranja i evaluacije tendera, evaluaciona komisija može zatražiti od bilo kog Ponuđača pojedinačno razjašnjenje njegove ponude uključujući i finansijski deo ponude, u okviru razumnog vremenskog perioda određenog od strane komisije. Zahtev za razjašnjenje i odgovor Ponuđača mora da bude u pisanoj formi, i ne može da se zahteva, nudi ili odnosi na promenu cene ili neke suštinski bitne stavke ponude osim ukoliko je potrebno potvrditi ispravku aritmetičke greške otkrivene tokom evaluacije ponude u skladu sa članom 18.4. Svaki takav zahtev ne sme ugroziti nadmetanje. Odluka da ponuda nije tehnički usklađena mora biti potpuno objašnjena u evaluacionim zapisnicima.

*In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 18.4. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.*

#### 18.4 Finansijska evaluacija / *Financial evaluation*

- a) Ponude za koje je utvrđeno da su tehnički usklađene će biti proverene u smislu postojanja aritmetičkih grešaka u računu i ukupnoj sumi. Greške će biti ispravljene od strane evaluacione komisije na sledeći način: *Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:*
- kada postoji razlika između iznosa navedenog u ciframa i u rečima, iznos naveden rečima će biti smatran važećim; *where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;*
  - osim kod paušalnih ugovora, kada postoji razlika između jedinične cene i ukupnog iznosa dobijenog množenjem jedinične cene sa količinom, navedena jedinična cena će biti smatrana važećom; *except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.*
- b) Iznosi ispravljeni na ovaj način će biti obavezujući za Ponuđača. Ukoliko ih Ponuđač ne prihvati, njegova ponuda će biti odbačena. *Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.*
- c) Ukoliko nije navedeno drugačije, cilj procedure finansijske evaluacije jeste da identifikuje ponuđača koji je ponudio najnižu cenu. Kada je u tehničkoj specifikaciji tako navedeno, evaluacija ponuda može uzeti u obzir ne samo troškove nabavke, nego i troškove koji će nastati tokom životnog ciklusa robe u skladu sa tehničkim specifikacijama (kao što su na primer troškovi održavanja i korišćenja), ali u meri koja je relevantna. U tom slučaju, Ugovarač će detaljno proučiti sve informacije dobijene od Ponuđača i formirati svoju odluku na osnovu najnižih ukupnih troškova, uključujući i dodatne troškove. *Unless specified otherwise, the purpose of the financial evaluation process is to identify the tenderer offering the lowest price. Where specified in the technical specifications, the evaluation of tenders may take into account not only the acquisition costs but, to the extent relevant, costs borne over the life cycle of the supplies (such as for instance maintenance costs and operating costs), in line with the technical specifications. In such case, the Contracting Authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of the lowest total cost, including additional costs.*

#### 18.5 Kriterijum za dodelu / Award criteria

Ugovor će biti dodeljen ponuđaču čija ponuda bude usaglašena sa postavljenim zahtevima i pri tom ima najnižu cenu.

*The contract will be awarded to the lowest compliant tender.*

### 19. Potpisivanje ugovora i izvršna garancija / Signature of the contract and performance guarantee

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19.1 Uspešni Ponuđač će u pisanoj formi biti obavešten da je njegova ponuda prihvaćena (obaveštenje o dodeli). Pre nego što Ugovarač potpiše ugovor sa uspešnim Ponuđačem, Ponuđač mora da obezbedi dokaz - dokument ili izjavu potrebnu po zakonu zemlje u kojoj je kompanija osnovana (ili svaka od kompanija u slučaju konzorcijuma), kojom dokazuje da se ne nalazi u diskvalifikacionim situacijama opisanim pod tačkom 16 Opštih odredbi i uslova ugovora o nabavci robe.

*The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the documentary proof or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is effectively established, to show that it is not in any of the exclusion situations listed in section 16 of the General Terms and Conditions.*

19.2 Uspešni Ponuđač mora pružiti dokaze o finansijskom i ekonomskom stanju i tehničkim i profesionalnim kapacitetima u skladu sa procedurom selekcije koji važe u ovom pozivu za ponude.

*Upon request of the contracting authority, the successful tenderer must also provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tenders*

*specified.*

19.3 Ukoliko uspešni Ponuđač ne uspe da obezbedi ovaj dokumentovan dokaz ili izjavu u roku od 15 kalendarskih dana od dana obaveštenja o dodeli ugovora, ili ukoliko se otkrije da je dostavio netačne informacije, dodela ugovora će se smatrati ništavnom. U ovakvom slučaju Ugovarač može da dodeli ugovor sledećem Ponuđaču po redu sa najnižom cenom ponude ili da poništi kompletnu tendersku proceduru.

*If the successful tenderer fails to provide the documentary proof or statement or the evidence of financial and economic standing and technical and professional capacity within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the tender to the next lowest tenderer or cancel the tender procedure.*

19.4 Podnošenjem ponude svaki ponuđač prihvata da obaveštenje o ishodu postupka dobije elektronskim putem. Smatraće se da je takvo obaveštenje primljeno na datum kada ga naručilac pošalje na elektronsku adresu navedenu u ponudi.

*By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.*

19.5 Ugovarač zadržava pravo da menja količine stavki navedenih u tenderu do +/- 100% u trenutku potpisivanja ugovora i tokom njegovog trajanja. Ukupna vrednost nabavke ne može, kao rezultat promene u količinama biti veća ili manja od 20% od cene ponude. Jedinичne cene navedene u ponudi će biti korišćene prilikom obračunavanja promena u količinama.

*The Contracting Authority reserves the right to vary quantities specified in the tender by +/- 100 % at the time of contracting and during the validity of the contract. The total value of the supplies may not, as a result of the variation rise or fall by more than 20 % of the original financial offer in the tender. The unit prices quoted in the tender shall be used.*

19.6 U okviru 10 dana od dana kada je primio potpisan ugovor od strane Ugovarača, izabrani Ponuđač mora da potpiše ugovor, da ga datira i pošalje nazad Ugovaraču. Potpisivanjem ugovora izabrani ponuđača postaje Dobavljač i ugovor stupa na snagu.

*Within 10 days of receipt of contract signed by the Contracting Authority, the selected tenderer must sign and date the contract and return it to the Contracting Authority. On signing the contract, the successful tenderer become the Contractor and the contract will enter into force.*

19.7 Ukoliko ne uspe da potpiše i vrati ugovor u roku od 10 dana nakon prispeća obaveštenja, Ugovarač može smatrati da je prihvatanje ponude poništeno, bez štete po Ugovarača uključujući njegovo pravo da zatraži nadoknadu ili iskoristi bilo koji drugi pravni lek u pogledu takvog neuspeha, dok uspešni ponuđač nema pravo na bilo kakvo potraživanje od Ugovarača.

*If it fails to sign and return the contract within 10 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.*

19.8 Dobavljač će biti u obavezi da dostavi blanko menicu pečatiranu i potpisanu od strane odgovornog lica. / *The supplier will be obliged to submit a blank promissory note stamped and signed by the authorized representative.*

## **20. Tenderska garancija / Tender guarantee**

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Tenderska garancija nije zahtevana. / *No tender guarantee is required.*

## 21. Otkazivanje tenderske procedure / *Cancellation of the tender procedure*

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Ukoliko je tenderska procedura otkazana, ponuđači će biti obavješteni od strane Ugovarača. Ukoliko se tenderska procedura otkaže pre početka sesije javnog otvaranja ponuda, zapečaćene koverta se neotvorene vraćaju ponuđačima.

*If a tender procedure is cancelled, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.*

Do otkazivanja može doći u sledećim slučajevima:

- ukoliko je tenderska procedura bila neuspešna, naime nije primljena nijedna kvalitativno ili finansijski zadovoljavajuća ponuda, ili ih uopšte nije bilo;
- ekonomski ili tehnički parametri projekta su suštinski izmenjeni;
- zbog nepredviđenih okolnosti ili više sile onemogućeno je sprovođenje projekta;
- sve ponude koje zadovoljavaju tehničke uslove prevazilaze raspoloživa finansijska sredstva;
- došlo je do nepravilnosti u toku procedure, posebno ukoliko je time bilo onemogućeno pravedno nadmetanje,
- dodela ugovora nije u skladu sa zdravim finansijskim menadžmentom, odnosno ne poštuje principe ekonomičnosti, efikasnosti i delotvornosti (na primer ponuđena cena, od strane Ponuđača kome treba da bude dodeljen ugovor, je objektivno nesrazmerna tržišnoj ceni)

*Cancellation may occur, for example, if:*

- *the tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable tender has been received or there has been no valid response at all;*
- *the economic or technical parameters of the project have changed fundamentally;*
- *exceptional circumstances or force majeure render normal implementation of the project impossible;*
- *all technically acceptable tenders exceed the financial resources available;*
- *there have been substantial errors, irregularities or frauds in the procedure, in particular where these have prevented fair competition;*
- *the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).*

**Ugovarač ni u kom slučaju neće biti odgovoran za bilo kakvu štetu koja obuhvata, bez ograničenja, štetu zbog gubitka dobiti, a koja je na neki način povezana sa otkazivanjem tenderske procedure, čak i ako je Ugovaraču predočena mogućnost nastanka štete. Objavljivanje tendera o nabavci ne obavezuje Ugovarača da sprovede navedeni program ili projekat.**

***In no event will the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the Contracting Authority has been advised of the possibility of damages. The publication of a tender notice does not commit the Contracting Authority to implement the programme or project announced.***

## 22. Dodela ugovora / *Award of Contracts*

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Ovaj Poziv za učešće na tenderu ne obavezuje Help da dodeli ugovor ili plati bilo kakve troškove nastale pri pripremi ili dostavi ponuda, ili troškove nastale zbog izrade potrebnih studija za njihovu pripremu, ili za nabavku ili ugovaranje bilo kakvih usluga ili robe. Svaka podneta ponuda smatraće se ponudom od strane Ponuđača, a ne kao ponuda Help-a prihvaćana od strane Ponuđača. Nikakav drugi ugovorni odnos neće postojati, osim ugovornog odnosa nastalog pisanim ugovorom potpisanim od strane ovlašćenog predstavnika Help-a i uspešnog ponuđača.

Help može dodeliti ugovor za deo količina ili pojedinih stavki. Help će obavestiti uspešne ponuđače o svojoj odluci u pogledu njihove ponude što je pre moguće, nakon što su ponude otvorene. Help zadržava pravo da otkáže poziv za prikupljanje ponuda, odbije bilo koju ili sve ponude u celosti ili delimično, i da ne dodeli bilo kakav ugovor.

Dobavljači koji se ne pridržavaju ugovornih odredbi ili uslova, uključujući isporuku proizvoda koji nisu navedeni u ponudi i proizvoda različitog porekla od navedenog u ponudi na osnovu koje je ugovor zaključen, mogu biti isključeni iz budućih poziva za učešće u tenderu.

*This Invitation to Tender does not commit Help to award a contract or pay any costs incurred in the preparation or submission of Bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any Bid submitted will be regarded as an offer made by the Tenderer and not as an acceptance by the Tenderer of an offer made by Help. No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of Help and the successful Tenderer.*

*Help may award contracts for part quantities or individual items. Help will notify successful Tenderers of its decision with respect to their Bids as soon as possible after the Bids are opened. Help reserves the right to cancel any Invitation to Tender, to reject any or all Bids in whole or in part, and to award any contract.*

*Suppliers who do not comply with the contractual terms and conditions including delivering different products and of different origin than stipulated in their Bid and covering contract may be excluded from future Invitations to Tender.*

### **23. Poverljivost / Confidentiality**

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Ovaj poziv za učešće u tenderu ili bilo koji njegov deo, i sve njegove kopije će biti vraćene Help-u na zahtev. Podrazumeva se da je ovaj Poziv za učešće na tenderu poverljiv i zaštićen od strane Help-a, da sadrži poverljive informacije od kojih neke mogu biti zaštićene autorskim pravima, i da je zahtev dostavljen i ponuda primljena od Ponuđača pod uslovom da se ni jedan njegov deo, ili bilo kakva informacija vezana za poziv ne sme kopirati, izlagati, ili podeliti sa drugima bez prethodnog pisanog odobrenja Help-a, osim što Ponuđači mogu podeliti specifikaciju sa poddoblavljačima isključivo u svrhu dobijanja ponude od njih. Bez obzira na ostale odredbe Poziva za dostavljanje ponuda, Ponuđači će biti obavezani sadržajem ovog paragrafa bez obzira da li njihova firma podnese ponudu ili ne, ili odgovori na bilo koji drugi način na ovaj Poziv.

*This Invitation to Tender or any part hereof, and all copies hereof shall be returned to Help upon request. It is understood that this Invitation to Tender is confidential and proprietary to Help, contains privileged information, part of which may be copyrighted, and is communicated to and received by Tenderers on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to other without the prior written consent of Help, except that Tenderers may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining Bids from them. Notwithstanding the other provisions of the Invitation to Tender Tenderers will be bound by the contents of this paragraph whether or not their company submits an Offer or responds in any other way to this Invitation to Tender.*

### **24. Nedopušteno tajno dogovaranje pri nadmetanju i anti-konkurentno ponašanje / Collusive Bidding and anti-competitive Conduct**

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Ponuđači i njihovi zaposleni, službenici, savetnici, predstavnici ili podugovarači neće biti uključeni u bilo kakvo nedopušteno tajno dogovaranje pri nadmetanju ili drugo anti-konkurentsko ponašanje ili bilo kakvo drugo slično ponašanje, a u vezi sa:

- Pripremom i podnošenjem ponuda,
- Razjašnjenjem ponuda,
- Tokom i sadržajem pregovora,
- Uključujući konačno ugovorno pregovaranje, u odnosu na ovaj Poziv za podnošenje ponuda ili process nabavke, ili bilo kakav process kupovine koji je bio sproveden od strane Help-a u odnosu na bilo kakve njegove potrebe.



U svrhu ove klauzule, tajno nadmetanje, druga antikonkurentna ponašanja ili bilo koje drugo slično ponašanje mogu, između ostalog, uključivati otkrivanje, razmenu ili pojašnjenje bilo kom drugom ponuđaču, fizičkom ili pravnom licu (u bilo kom obliku), bez obzira da li takve informacije - komercijalne informacije Help ili bilo koji ponuđač, fizičko ili pravno lice smatra poverljivim ili ne, kako bi izmenili rezultate postupka nadmetanja na takav način koji bi doveo do drugačijeg ishoda u odnosu na onaj koji bi bio dobijen putem konkurentnog procesa.

*Tenderers and their employees, officers, advisers, agent or subcontractors shall not engage in any collusive bidding or other anti-competitive conduct or any other similar conduct, in relations to:*

- *The preparation of submission of Bids,*
- *The clarification of Bids,*
- *The conduct and content of negotiations,*
- *Including final contract negotiations, in respect of this Invitation to Tender or procurement process, or any other procurement process being conducted by Help in respect of any of its requirements.*

For the purpose of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Tenderer, person or entity, of information (in any form), whether or not such information is commercial information confidential to Help, any other Tenderer, person or entity in order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

## **25. Nedozvoljena asistencija / Improper Assistance**

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Ponude koje su, prema isključivom mišljenju Help-a, sastavljene:

- Uz pomoć sadašnjih ili bivših zaposlenih u Helpu, ili sadašnjih ili bivših dobavljača Help-a kršeći poverljive obaveze ili korišćenjem informacija koje na drugi način nisu dostupne široj javnosti ili koje bi obezbijedile ne-konkurentnu korist,
- Korišćenjem poverljivih i / ili internih informacija Helpa koje nisu dostupne javnosti ili ostalim ponuđačima,
- Kršenje obaveze poverljivosti Helpa, ili
- Suprotno ovim uslovima i odredbama za podnošenje ponude, biće isključeni iz daljeg razmatranja.

Bez ograničavanja dejstva gore navedene klauzule, ponuđač neće, bez prethodnog pisanog odobrenja Help-a, dozvoliti licu da doprinese ili učestvuje u bilo kom procesu koji se odnosi na pripremu ponude ili postupak nabavke, ako: je lice u bilo koje vreme tokom šest meseci neposredno pre datuma izdavanja ovog poziva za nadmetanje bilo službeno lice, predstavnik, ili zaposleni ili je na bilo koji drugi način angažovano od strane Help-a ili je bilo direktno ili indirektno angažovano u planiranju ili izvršavanje zahteva, projekta ili aktivnosti na koju se odnosi ovaj poziv za ponude.

Bids that, in the sole opinion of Help, have been compiled:

- With the assistance of current or former employees of Help, or current or former contractors of Help in violation of confidentially obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit,
- With the utilization of confidential and/or internal Help information not made available to the public or to the other Tenderers,
- In breach of an obligation of confidentially to Help, or
- Contrary to these terms and conditions for submission of an Offer, shall be excluded from further consideration.

Without limiting the operation of the above clause, a Tenderer shall not, in the absence of prior written approval from Help, permit a person to contribute to, or participate in, any process relating to the preparation of an Offer or the procurement process, if the person has at any time during the 6 months immediately preceding the date of issue of this Invitation to Tender was an official, agent, servant, or employee of, or otherwise engaged by, Help and was engaged directly, or indirectly, in the planning or performance of the requirement, project, or activity to which this Invitation to Tender relates.



## 26. Postupci za suzbijanje korupcije / *Corrupt Practices*

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Svi Ponuđači i Dobavljači će se pridržavati najviših etičkih principa, kako tokom procesa kupovine, tako i tokom realizacije ugovora.

Svim Ponuđačima skrećemo pažnju na Kodeks ponašanja Help-a koji će biti sastavni deo bilo koje dodele ugovora između Help-a i Ponuđača.

*All Tenderers and Suppliers shall adhere to the highest ethical standards, both during the procurement process and throughout the performance of a contract.*

*All Tenderers' attention is drawn to the Help Code of Conduct which will be an integral part of any contract award between the Help and the Tenderer.*

## 27. Konflikt interesa / *Conflict of Interest*

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Ponuđač će osigurati da on ili njegovi zaposleni, službenici, savetnici, predstavnici ili podugovarači neće doći u situaciju koja može rezultirati ili rezultira stvarnom, potencijalnom ili pretpostavljenom konfliktu interesa između interesa Help-a i interesa Ponuđača tokom procesa kupovine.

Ukoliko tokom bilo koje faze procesa kupovine ili realizacije bilo kog Help-ovog ugovora nastane konflikt interesa ili može da nastane, Ponuđač će momentalno obavestiti Help pisanim putem, navodeći sve relevantne detalje situacije, uključujući i one slučajeve u kojima su interesi Ponuđača u konfliktu sa interesima Help-a, ili slučajeve u kojima su zvaničnici Help-a, zaposleni ili osobe pod ugovorom Help-a u konfliktu interesa prema poslovanju Ponuđača ili u bilo kojoj ekonomskoj vezi sa Ponuđačem. Ponuđač treba da preuzme sve korake koje Help bude zahtevao kako bi se konflikt interesa izbegao ili na drugi način razrešio, na zadovoljavajući način.

*A Tenderer shall not, and shall ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of Help and the Tenderer's interests during the procurement process.*

*If during any stage of the procurement process or performance of any Help contract a conflict of interest arises, or appears likely to arise, the Tenderer shall notify Help immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the Tenderer conflict with the interests of Help, or cases in which any Help official, employee or person under contract with Help may have, or appear to have, an interest of any kind in the Tenderer's business or any kind of economic ties with the Tenderer. The Tenderer shall take steps as Help may reasonably require to resolve or otherwise deal with the conflict to the satisfaction of Help.*

## 28. Opšte odredbe i uslovi za ugovore o nabavci robe / *General Terms and Conditions for Supply Contracts*

---

Svi ponuđači treba da se izjasne da prihvataju Opšte odredbe i uslove za ugovore o nabavci robe.

*All Tenderers shall acknowledge that the Help General Terms and Conditions for Supply Contracts are accepted.*

## 29. Molbe i žalbe / *Appeals and Complaints*

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Molbe ili žalbe u vezi sa postupkom javne nabavke u pisanom obliku podnose se direktoru Help-a u Srbiji, na sledeću adresu: [abrkc@help-serbia.org.rs](mailto:abrkc@help-serbia.org.rs). Podnete molbe ili žalbe ispituju se i rešavaju u roku od 15 radnih dana. Opciono, ukoliko ponuđač nije zadovoljan sa primljenim odgovorom, ona/on može da se obrati relevantnom službeniku zaduženom za Srbiju pri sedištu Help-a u Bonn-u.

*Appeals or Complaints regarding the procurement procedure at hand shall be filed in writing to the Country Director in Serbia under the following mail-address: [abrkc@help-serbia.org.rs](mailto:abrkc@help-serbia.org.rs). Files complaints or appeals shall be investigated and addressed within 15 working days. Alternatively, if the tenderer is not satisfied with the answer received, she/he may refer to the relevant Desk Officer of Help's Headquarter.*

## OBJAVA TENDERA – UGOVOR O NABAVCI ROBE

### TENDER NOTICE – SUPPLY CONTRACT

Nabavka nameštaja i kućnih aparata sa isporukom na 20 adresa krajnjih korisnika

*/Supply of furniture and household appliances with delivery to 20 addresses of the final beneficiaries*

#### 1. Referentni broj objave / *Publication reference*

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PSRB-156-24-25- FUR01

#### 2. Procedura / *Procedure*

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Javna lokalna / *Open local*

#### 3. Naziv programa i donator / *Programme title and donor*

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Ugovor se dodeljuje u okviru projekta “Urgentna i razvojna pomoć povratnicima” finansiranog od strane ministarstva za ekonomsku saradnju i razvoj SR Nemačke preko Organizacije za međunarodnu saradnju – GIZ.

*This contract will be awarded within the project “Emergency and Development Support to returnees” financed by the German Federal Ministry for economic cooperation and development through the German Organisation for International Cooperation – GIZ.*

#### 4. Ugovarač / *Contracting authority*

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Help-Hilfe zur Selbsthilfe e.V.

Mission in the Republic of Serbia, Belgrade office, Učiteljska 52, Belgrade

## SPECIFIKACIJA UGOVORA / *CONTRACT SPECIFICATIONS*

#### 5. Opis ugovora / *Description of the contract*

---

Ugovor uključuje nabavku, isporuku, istovar, instalaciju i puštanje u funkciju osnovnog nameštaja i kućnih aparata, od strane Dobavljača, za 20 korisnika projekta u 3 grada na teritoriji Republike Srbije.

*The contract includes supply, delivery, unloading, installation and commissioning of basic furniture and household appliances, by the Contractor, for 20 project beneficiaries in 3 cities on the territory of the Republic of Serbia.*

#### 6. Broj i naziv particija / *Number and titles of lots*

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Ugovor nije podeljen na particije. / *Contract is not divided into lots.*

## **USLOVI UČEŠĆA / TERMS OF PARTICIPATION**

### **7. Podobnost / Eligibility**

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Učešće je otvoreno za sva pravna lica (bilo da učestvuju pojedinačno ili kao grupa – konzorcijum - ponuđača).

*Participation is open to all legal persons (participating either individually or in a grouping – consortium – of tenderers).*

### **8. Osnovi za isključenje / Grounds for exclusion**

---

Ponuđači treba da podnesu potpisanu izjavu, koja ja sastavni deo tenderskog obrasca za ugovore o nabavci, kojom potvrđuju da se ne nalaze u nekoj od diskvalifikacionih situacija.

*Tenderers must submit a signed declaration, included in the tender form for a supply contract, to the effect that they are not in any of the exclusion situations.*

### **9. Broj ponuda / Number of tenders**

---

Ponuđači mogu podneti samo jednu ponudu. Ponude za deo nabavke neće biti razmatrane. Ponuđač može navesti u svojoj ponudi da će ponuditi popust ukoliko njegova ponuda bude prihvaćena. Ponuđači ne mogu podneti ponudu za alternativno rešenje kao dodatak njihove ponude za nabavku robe koja je specificirana u tenderskoj dokumentaciji.

*The tenderers may submit only one offer. Tenders for parts of a supply will not be considered. Any tenderer may state in its tender that it would offer a discount in the event that its tender is accepted. Tenderers may not submit a tender for a variant solution in addition to their tender for the supplies required in the tender dossier.*

### **10. Tenderska garancija / Tender guarantee**

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Tenderska garancija nije zahtevana. /No tender guarantee is required.

### **11. Izvršna garancija / Performance guarantee**

---

Uspešni Ponuđač će biti u obavezi da dostavi blanko menicu pečatiranu i potpisanu od strane odgovornog lica. / The successful tenderer will be obliged to submit a blank promissory note stamped and signed by the authorized representative.

### **12. Informativni sastanak i/ili poseta lokacijama / Information meeting and/or site visit**

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Informativni sastanak nije planiran / No information meeting is planned.

### **13. Važenje ponude / Tender validity**

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Ponude treba da budu važeće u periodu od 60 dana nakon roka određenog za predaju ponuda. U izuzetnim okolnostima, Ugovarač može, pre isteka ovog perioda, zahtevati od ponuđača produženje perioda validnosti ponude za određeni period (videti tačku 6.2 Uputstava ponuđačima).

*Tenders must remain valid for a period of 60 days after the deadline for submission of tenders. In exceptional circumstances, the contracting authority may, before the validity period expires, request that tenderers extend the validity of tenders for a specific period (see point 6.2 of the instructions to tenderers).*

### **14. Period implementacije zadataka / Period of implementation of tasks**

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## KRITERIJUMI SELEKCIJE I DODELE / SELECTION AND AWARD CRITERIA

### 15. Kriterijumi selekcije / Selection criteria

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Da bi se mogli smatrati podobnim za dodelu ugovora, Ponuđači moraju dokazati da ispunjavaju kriterijume selekcije. U slučaju da ponudu podnosi konzorcijum, ukoliko drugačije nije navedeno, ovi kriterijumi selekcije će se primenjivati na konzorcijum kao celinu.

**Kriterijumi selekcije za sve Ponuđače su sledeći:**

**1) Finansijski kapacitet ponuđača:**

- Prosečni godišnji promet učesnika u tenderu u protekle 3 godine mora biti najmanje jednak vrednosti ponude;
- Ponuđač u poslednje tri godine ne sme imati registrovanu blokadu računa ukupno više od 30 dana;

**2) Profesionalni kapacitet ponuđača:**

- Posедуje ili je u mogućnosti da obezbedi najmanje 1 vozilo za isporuku;
- Ima iskustva od najmanje 3 godine u sličnim poslovima;

**3) Tehnički kapacitet ponuđača:**

- Mora imati realizovano najmanje 3 ugovora iste prirode/ vrednosti/ kompleksnosti, uporedivih sa nabavkom predviđenom ovim tenderom, u poslednjih 5 godina. Ugovarač zadržava pravo da traži kopije odgovarajućih dokumenata o navedenim ugovorima.

NAPOMENA: Ovo znači da ugovori koje Ponuđač navodi mogu biti započeti/implementirani/završeni u bilo koje vreme tokom naznačenog perioda ali ne moraju obavezno započeti i završiti tokom tog perioda, niti trajati tokom celog perioda.

Privredni subjekt se može, gde je to primenjivo i za određeni ugovor, osloniti na kapacitete drugih lica, bez obzira na pravnu prirodu njihove povezanosti. Neki od primera kada to nije prihvatljivo od strane Ugovarača je kada se Ponuđač većinom oslanja na kapacitete drugih lica ili kada se oslanja u vezi sa ključnim kriterijumima. Ukoliko se Ponuđač oslanja na druga lica mora da dokaže Ugovaraču da će imati na raspolaganju resurse neophodne za izvođenje ugovornih obaveza, na primer tako što će resurse drugih lica staviti sebi na raspolaganje. Takva lica, na primer matična kompanija privrednog subjekta, moraju poštovati iste kvalifikacione kriterijume. Pored toga, podaci o ovom trećem licu treba da budu dati u ponudi na posebnom dokumentu u svrhu provere selekcionih kriterijuma. Dokaz o kapacitetu takođe treba da bude dostavljen na zahtev Ugovarača.

*In order to be eligible for the award of the contract, tenderers must provide evidence that they meet the selection criteria. If a tender is submitted by a consortium, unless specified, the selection criteria will be applied to the consortium as a whole.*

**The selection criteria for each tenderer are as follows:**

**1) Financial capacity of tenderer:**

- the average annual turnover of the tenderer in the past 3 years must be at least equal to the offer value;
- tenderer may not have a registered accounts blockade in a total of more than 30 days in the last 3 years;

**2) Professional capacity of tenderer:**

- possess or able to obtain at least 1 vehicle for the deliveries;
- experience in similar work of at least 3 years;

**3) Technical capacity of tenderer:**

- it must have completed at least 3 contracts of the same nature/amount/complexity as the supply concerned by the tender and implemented during the last 5 years. The Contracting Authority reserves the right to ask for copies of related documents of the contracts concerned.

*REMARK: This means that the contracts the tenderer refers to could have been started/implemented/completed at any time during the indicated period but it does not necessarily have to be started and completed during that period, nor implemented during the entire period.*

*An economic operator may, where appropriate and for a particular contract, rely on the capacity of other entities, regardless of the legal nature of the links which it has with them. Some examples of when it may not be considered appropriate by the Contracting Authority are when the tenderer relies mostly on the capacity of other entities or when it relies on key criteria. If the tenderer relies on other entities, it must prove to the Contracting Authority that it will have at its disposal the resources necessary to perform the contract, for example by producing an undertaking on the part of those entities to place resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility as the economic operator. Furthermore, the tender should include a separate document providing data on this third entity for the relevant selection criterion. Proof of capacity must be furnished at the request of the Contracting Authority.*

## **16. Kriterijum dodele / Award criteria**

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Cena / Price

## **TENDERSKA PROCEDURA / TENDERING**

### **17. Kako preuzeti tenderski dosije / How to obtain the tender dossier**

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Tenderski dosije će biti dostupan na sledećoj internet adresi: [www.help-serbia.org.rs](http://www.help-serbia.org.rs) od 10.01.2025. godine. Ponude moraju biti dostavljene koristeći standardne tenderske forme iz tenderskog dosijea, čijih se formi i instrukcija ponuđači moraju striktno pridržavati.

Ponuđači koji imaju pitanja u vezi ovog tendera treba da ih dostave u pisanom obliku putem elektronske pošte na 24.01.2025 [rbruic@help-serbia.org.rs](mailto:rbruic@help-serbia.org.rs) (navodeći broj publikacije navedenu u tački 1) najkasnije do 23.01.2025. godine. Ugovarač mora odgovoriti na sva pitanja ponuđača najkasnije do 6. aprila 2023. godine. Moguća razjašnjenja tenderske dokumentacije ili manje promene tenderskog dosijea će biti objavljene na gore navedenoj internet stranici.

*The tender dossier is available from 10.01.2025 on the following Internet address: [www.help-serbia.org.rs](http://www.help-serbia.org.rs). Tenders must be submitted using the standard tender form for a supply contract included*

*in the tender dossier, whose format and instructions must be strictly observed.*

*Tenderers with questions regarding this tender should send them in writing to [rbruic@help-serbia.org.rs](mailto:rbruic@help-serbia.org.rs) (mentioning the publication reference shown in item 1) at the latest by 23.01.2025. The contracting authority must reply to all tenderers' questions at the latest by 24.01.2025. Eventual clarifications or minor changes to the tender dossier shall be published on the abovementioned website.*

### **18. Rok za predaju ponuda / Deadline for submission of tenders**

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Obaveštavaju se ponuđači da su moguća dva načina predaje ponuda: putem pošte / kurirske službe ili ličnom dostavom. U oba slučaja ponuda mora stići do Ugovarača pre roka za dostavu ponuda, odnosno do 31.01.2025. godine do 14 časova.

Ponuda primljena posle ovog roka neće biti uzeta u razmatranje.

*The tenderer's attention is drawn to the fact that there are two different systems for sending tenders: one is by post or private mail service, and the other is by hand delivery. In both cases, the tender must be received by the Contracting Authority before the date and time limit for submission, which is 31.01.2025 by 14:00.*

*Any tender submitted to the contracting authority after this deadline will not be considered.*

### **19. Sesija javnog otvaranja ponuda / Tender opening session**

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31.01.2025. 14:15 at Help Belgrade Office, Učiteljska 52, Belgrade

### **20. Jezik procedure / Language of the procedure**

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Sva pisana komunikacija vezana za ovu tendersku procedure mora biti na srpskom i engleskom jeziku. *All written communications for this tender procedure and contract must be in Serbian and English.*

## B. Nacrt ugovora (nabavka robe)

### *Draft Contract (Supply)*

NAZIV UGOVORA / *CONTRACT TITLE* : Nabavka nameštaja i kućnih aparata sa isporukom na 20 adresa krajnjih korisnika /*supply of furniture and household appliances with delivery to 20 final beneficiaries*

Referentni br / *Reference no* : PSRB-156-24-25-FUR01

**Uputstvo ponuđačima:** U ovoj fazi procedure nabavke ovaj dokument služi za vašu informaciju i ima za cilj da vas upozna sa ugovornim odredbama. Podaci koji nedostaju u ovom dokumentu biće popunjeni kada bude odabran dobavljač, a “nacrt” Ugovora će nakon toga postati „konačni“ ugovor između Ugovarača i uspešnog Ugovarača.

*Instructions to candidates: At this stage of the procurement process this document is for your information and intended to make you aware of the contractual provisions. The information missing in this document will be filled in when a Contractor has been selected, and the “draft” Contract will then become the “final” Contract” between the Contracting Authority and the successful Contractor.*

[Name and address/ Naziv i adresa]

(“The Contracting Authority” / “Ugovarač”),

and

[Name and address of candidate/ Naziv i adresa kandidata]

(“The Contractor” / “Ugovarač”)

*have agreed as stipulated in the attached document / su se složili kako je navedeno u dokumentu u prilogu:*

*The Contract is done in English and Serbian in three originals, two originals being for the Contracting Authority and one original being for the Contractor. / Ugovor je sačinjen na engleskom i srpskom jeziku u tri primerka, od kojih dva primerka zadržava Ugovarač, a jedan primerak zadržava Dobavljač.*

***For the Contractor / Za Dobavljača***

*Name /Ime:*

*Title / Funkcija:*

*Signature / Potpis:*

***For the Contracting Authority / Za Ugovarača***

*Name / Ime:*

*Title / Funkcija:*

*Signature / Potpis:*



Date / Datum:

Date / Datum:

*This Contract shall be signed and stamped by the Contractor and returned to Help [Country Programme], [Contact Person] latest within 10 working days from date of receipt. / Ovaj Ugovor će biti potpisan i pečatiran od strane dobavljača i vraćen Help-u Beograd, [Kontakt osoba]: najkasnije u roku od 10 radnih dana od datuma prijema.*

## Specijalni uslovi / *Special conditions*

### B.1 Ugovor o snabdevanju / *Agreement to supply*

- 1.1 Dobavljač će prodati i isporučiti robu koja je navedena u Tehničkoj specifikaciji (Aneks 2).

*The Contractor shall sell and deliver goods as in the Technical Specifications (Annex 2).*

- 1.2 Ugovarač će kupiti robu po cenama navedenim u Aneksu 3. Ukupna ugovorna cena će biti .....[EUR].

The Contracting Authority shall purchase the goods to the prices set in Annex 3. The total contract price shall be .....[EUR].

### B.2 Standard kvaliteta / *Quality Standards*

- 2.1 Sva roba koja se nabavlja po ovom ugovoru mora biti u skladu sa i specifikacijom datom u Aneksu 2.

*All goods to be supplied under this contract must be conform to the descriptions and specifications contained in Annex 2.*

### B.3 Procedura poručivanja i isporuke robe / *Order process and delivery of supplies*

- 3.1 Ukupna količina robe navedena u Aneksu 3 biće isporučena parcijalno, prema zasebnim porudžbinama pripremljenim od strane Ugovarača u kojim će biti navedene potrebne količine, adrese za isporuku kao i rok za isporuku koji neće biti kraći od 15 dana od datuma izdavanja porudžbine.

*The total quantity of supplies specified in the Annex 3 will be delivered partially in accordance to the separate orders issued by the Contracting Authority, by specifying the required quantities, addresses for the delivery and delivery deadline, that will not be shorter than 15 days from the date of the order issuing.*

- 3.2 Dobavljač će organizovati i finansijski pokriti sve troškove i takse koji se odnose na isporuku do naznačenih adresa, carinjenja (ako je primenljivo), istovara na naznačenim adresama (sve troškove prevoza koji nisu posebno navedeni u ovoj stavku snosi Dobavljač), kao i troškove instalacije i puštanja u funkciju gde je to primenljivo.

*The Contractor shall arrange and financially cover for all costs and taxes related to the transportation of the supplies to the designated addresses, customs clearance (if applicable), unloading of the supplies at the designated addresses (any transport related costs not specifically mentioned in this paragraph shall be covered by the Contractor), installation and commencement of commodities where applicable.*

- 3.3 Od dokumentacije koja prati isporuku, Dobavljač će obezbediti Ugovaraču sledeću dokumente nakon završene isporuke / *For delivery documentation, the Contractor shall provide the following documents to the Contracting Authority upon the finalization of delivery:*

- Otpremnice za svaku isporuku po porudžbini/ *Way bills of each delivery per order*
- Račun / *Invoice*
- ostala dokumentacije zahtevama prema lokalnoj regulativi / *any other documentation required by the local regulation.*

### B.4 Provera i prihvatanje robe / *Inspection and Acceptance of the Supplies*

- 4.1 Sva isporučena roba će biti proverena i testirana od strane Ugovarača ili njegovog ovlašćenog predstavnika, u meri u kojoj je to moguće, u svako vreme i na svakom mestu, uključujući i period proizvodnje i, u svakom slučaju, pre formalnog prihvatanja od strane Ugovarača.

*All supplies delivered will be subject to inspection and testing by the Contracting Authority or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to formal acceptance by the Contracting Authority.*

- 4.2 Sprovođenje bilo kakve provere robe ili nemogućnost da se bilo kakve provere sprovedu, ne oslobađa Dobavljača bilo kakve garancije ili izvršenja bilo kakvih obaveza po ugovoru.

*Neither the carrying out of any inspections of the supplies nor any failure to undertake any such inspections will release the Contractor of any of its warranties or the performance of any obligations under the Contract.*

- 4.3 Smatraće se da je roba preuzeta od strane Ugovarača kada bude isporučena na adrese krajnjih korisnika navedenih u porudžbini u skladu sa ugovorom, kada uspešno prođe zahtevane testove, i/ili kada bude uspešno instalirana i puštena u funkciju ukoliko je potrebno, i kada sertifikat o prijemu bude izdat.

*The supplies will be taken over by the Contracting Authority when they have been delivered to the destination of the final beneficiaries cited in the order, in accordance with the Contract, have satisfactorily passed the required tests, or have been successfully installed and commissioned as the case may be, and a certificate of acceptance has been issued.*

## **B.5 Plaćanje / Payment**

- 5.1 Jedinične cene su fiksne i nisu podložne izmeni.

*The unit prices are fixed prices and not subject to revision.*

- 5.2 Plaćanje će biti izvršeno u roku od 15 dana od dana prijema kompletne uredne dokumentacije na naznačenu adresu kancelarije Help-a. Izvršeno plaćanje od strane ugovorača ne podrazumeva nikakvo prihvatanje robe ili vezanih usluga.

*Payment will be made within 15 days of receipt of complete documents in good order at the designated Help Office. Payment made by the Contracting Authority does not imply any acceptance of supplies or related services.*

- 5.3 U skladu sa isporukama parcijalnih količina, plaćanje ugovorene vrednosti će biti podeljeno u više rata prema dostavljenim porudžbinama od strane Ugovarača.

*In accordance with the delivery of partial quantities, the payment of the contract value shall be split into several instalments following the orders submitted by the Contracting Authority.*

- 5.4 Na zahtev Dobavljača, Ugovarač može odobriti avansno plaćanje Dobavljaču u iznosu od 10% iznosa navedenog u članu 1.2 po prijemu pravilno potpisane i pečatirane profakture.

Avansno plaćanje neće biti izvršeno pre prijema bezuslovne i neopozive bankarske garancije u celokupnom iznosu avansnog plaćanja, izdate od banke prihvatljive Ugovaraču. Bankarska garancija će biti dostavljena Ugovaraču od strane Dobavljača u roku od 15 dana od potpisivanja ugovora.

Ostatak plaćanja naveden u članu 1.2 će biti plaćen u roku od 15 dana od završetka kompletne isporuke i prijema gorenavedenih dokumenata.

*On the request of Supplier, The Contracting Authority may approve to the Supplier the advance payment of 10% of the amount stated in Article 1.2 upon reception of a properly signed and stamped pro-forma invoice.*

*The advance payment shall not be made prior to submission of the unconditional and bank guarantee in the amount of the advanced payment, issued by the bank acceptable for the Buyer. The bank guarantee shall be delivered by the Contractor to the Contracting Authority in 15 days from the signing date of the Contract.*

*The rest of the amount stated in Article 1.2 will be paid within 15 days upon completion of the delivery and reception of the above-mentioned documents.*

- 5.5 Plaćanje će biti izvršeno u dinarima po srednjem kursu Narodne banke Srbije na dan fakturisanja putem bankovnog transfera na sledeći račun: / *Payments will be made in dinars in accordance to the middle exchange rate of the National Bank of Serbia on the date of invoice, by bank transfer to the following account:*

Broj računa / Account Number:

[to be filled-in by the Contractor]

Naziv banke / Name of Bank:

[to be filled-in by the Contractor]

Adresa banke / Address of Bank: [to be filled-in by the Contractor]  
Naziv bankovnog računa / Account name: [to be filled-in by the Contractor]  
Swift broj / Swift Code: [to be filled-in by the Contractor]

- 5.6 Ugovarač neće plaćati akreditivom ili pre isporuke. /The Contracting Authority does not undertake to pay by letters of credit or in advance of delivery.
- 5.7 Ugovarač će oduzeti sve ugovorne penale od odgovarajućeg dospelog iznosa. / The Contracting Authority shall subtract any pending contractual penalties from the respective amount due.

## **B.6 Ugovorne kazne, odbijanje robe, osiguranje od štete i raskid ugovora / Contract penalties, rejection of supplies, liquidated damages and termination of contract**

- 6.1 Sav isporučeni nameštaj i kućni aparati će biti u saglasnosti sa tehničkom specifikacijom definisanom u **aneksu 2**.

*All delivered furniture and household appliances shall comply with the technical specifications defined in annex 2.*

- 6.2 Isporučena roba koja ne ispunjava u potpunosti ove zahteve će biti vraćena od strane Ugovarača i biće predmet hitne zamene od strane Dobavljača bez dodatnih troškova. Pored toga, ukoliko, nakon odbijanja od strane Ugovarača, više od 10% robe koja je trebala da bude isporučena ne ispunjava u potpunosti postavljene zahteve, Ugovaraču se ostavlja mogućnost da zahteva zamenu isporučenih artikala dok sva isporučena roba ne zadovolji postavljene zahteve ili da momentalno raskine ovaj ugovor pisanim obaveštenjem Dobavljaču. U slučaju zamene, ona treba da bude obavljena najkasnije u roku od 10 dana od datuma zahteva za zamenu.

*Delivered supplies not fully meeting these requirements will be rejected by the Contracting Authority and are subject to immediate replacement by the Contractor at no additional charge. For the avoidance of doubt, if, following rejection by the Contracting Authority, at minimum ten percent (10%) of the items to be delivered are found to not fully meet the requirements, the Contracting Authority shall, at its option, either have the right to claim replacement until all delivered items is fully meeting the requirements, or to immediately terminate this contract by written notice to Contractor. In case of replacement of goods, replacement must be executed within 10 days from the date of request for replacement.*

- 6.3 Sve troškove prevoza koji nastanu u slučaju opravdanog odbijanja robe od strane Ugovarača će snositi Dobavljač.

*All transportation charges incurring in case of justified rejection of the supplies by the Contracting Authority will be the responsibility of the Contractor.*

- 6.4 U slučaju bilo kakve promene robe koja treba da bude isporučena (zamenski brend ili drugo), Dobavljač će blagovremeno obavestiti Ugovarača pisanim putem o novim uslovima i sačekaće pisano odobrenje Ugovorača pre daljeg postupanja.

*In case of changes regarding the supplies to be delivered (substitute brand or other), the Contractor shall promptly notify the Contracting Authority in writing about the new conditions and wait for the Contracting Authority's written approval before proceeding.*

- 6.5 U slučaju da su takve promene učinjene bez prethodnog pisanog odobrenja Ugovarača, Ugovarač nema obavezu plaćanja tih artikala, a predmetna roba može biti vraćena. U slučaju da je plaćanje već bilo izvršeno, Dobavljač će vratiti iznos u vrednosti odgovarajućih artikala Ugovaraču.

*In the event of such changes made without the prior written approval of Contracting Authority, the Contracting Authority has no obligation to pay for the items, and the respective goods shall be subject to rejection. In case that a payment already has been effected, the Contractor shall pay back the amount for the respective items to the Contracting Authority.*

6.6 Proces isporuke mora biti u skladu sa uslovima definisanim u članu 3 u svako doba.

*The delivery process shall be in compliance with the conditions defined under article 3 at all times.*

6.7 Neispunjenjem bilo kog od ovih zahteva, za svaki pojedinačni slučaj, Ugovarač stiče pravo na povrćaj finansijske nadoknade za štetu pričinjenju projektu do 2,5% cene takve robe za svaku započetu nedelju kašnjenja.

*Not fully meeting any of these requirements, for each individual case the Contracting Authority is entitled to recover financial compensation for the damage done to the project of up to 2.5% of the price of such goods for each commenced week of delay.*

6.8 Maksimalni iznos penala je deset posto (10%) kupovne cene robe koja treba da bude isporučena po ovom ugovoru.

*The ceiling of these penalties shall be ten percent (10%) of the purchase price for all supplies to be delivered under this contract.*

6.9 U slučaju da pričinjena šteta projektu prelazi deset procenata (10%) kupovne cene robe koja treba da bude isporučena po ovom ugovoru, Ugovarač zadržava pravo da raskine ugovor.

*In case the damage done to the project is exceeding ten percent (10%) of the purchase price for all supplies to be delivered under this contract, the Contracting Authority reserves the right to terminate the contract.*

6.10 U svakom slučaju, ako Dobavljač, namerno ili zbog nemara, prouzrokuje gubitak u budžetu projekta, Ugovarač zadržava pravo da raskine ugovor.

*In any case, if the Contractor, intentionally or by negligence, has caused a loss to the project budget, the Contracting Authority reserves the right to terminate the contract.*

## **B.7 Uslovi ugovora / Contract conditions**

### **7.1 Viša sila / Force Majeure**

Iako će svaka strana učiniti sve napore da izvrši svoje obaveze prema uslovima ovog sporazuma, nijedna strana neće biti odgovorna za bilo koje odlaganje u izvršavanju ili neispunjavanju bilo koje svoje obaveze iz ovog sporazuma ukoliko je takvo kašnjenje ili neuspeh izazvala viša sila, kao što su građanski nemiri, vojna akcija, prirodna katastrofa i druge okolnosti koje su izvan kontrole ugovorne strane. U tom slučaju, ugovorna strana će u pisanoj formi odmah obavestiti drugu stranu o postojanju, kontinuitetu i realnom očekivanom trajanju takve okolnosti ili događaja i mogućeg odlaganja. U slučaju da isporuku treba odložiti zbog takvog razloga ili događaja duže od jednog (1) meseca, Ugovarač ima pravo da odmah raskine ovaj ugovor putem pisanog obaveštenja dobavljaču.

*While each party shall make every effort to carry out its obligations under the terms of this agreement, neither party shall be held liable for any delay in performing or failure to perform any of its obligations under this agreement if such delay or failure is caused by force majeure, such as civil disorder, military action, natural disaster and other circumstances which are beyond the reasonable control of the party in question. In such event, the party will give immediate notice in writing to the other party of the existence, persistence and reasonably anticipated duration of such cause or event and of the likelihood of delay. In the event that the delivery of the supplies should be delayed by such cause or event by more than one (1) month, the purchaser shall have the right to terminate this contract effective immediately by written notice to the supplier.*

### **7.2 Klauzula o razdvoivosti / Severability clause**

Ukoliko se za bilo koju odredbu ili odredbe ovog ugovora ustanovi da je nevažeća, nelegalna, neizvršiva ili u suprotnosti sa zakonom bilo koje nadležnosti, valjanost, zakonitost i izvršivost preostalih odredaba na bilo koji način neće biti ugroženi ili ometeni.

If any provision or provisions of this contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

### 7.3 Pravo pristupa / *Right of access*

Ugovarač i donatori koji finansiraju projekat u okviru koga se obavlja ova kupovina ili bilo koja osoba koja je ovlašćena od strane ovih entiteta, zadržavaju pravo pristupa dokumentaciji i finansijskoj dokumentaciji svih implementacionih partnera i podugovarača u cilju provere prijavljenih troškova i usaglašenosti sa donatorskim procedurama i zahtevima.

*The Contracting Authority and the financial donors of the project under which this procurement is implemented or any person authorized by these entities, reserve the right to access the records and financial documentation of all implementing partners and (sub)-contractors in order to verify reported costs and conformity with donor procedures and requirements.*

### 7.4 Važeći zakon i nadležnost / *Governing law and jurisdiction*

Ovaj ugovor (i svaki spor, neslaganje i postupak ili potraživanje bilo koje vrste koje proizilazi iz ugovora) će se tumačiti i na njega će se primenjivati Zakon o obligacionim odnosima Republike Srbije. Nadležni institucija za rešavanje bilo kakvih neslaganja koja mogu proisteći između Dobavljača i Ugovarača tokom realizacije ovog ugovora je nadležni sud u Beogradu.

*This contract (and any dispute, controversy and proceedings or claim of whatever nature arising out of) shall be governed by and construed in accordance with law for obligatory relations of the Republic of Serbia. The authorities to resolve any disagreements that may occur between the Contractor and the Contracting Authority during the execution of this contract is respective court in Belgrade.*

### 7.5 Izvršna garancija / *Performance guaranty*

Izvršna garancija nije zahtevana. / *No performance guarantee is required.*

## **B.8 Redosled ugovornih dokumenata / *Order of precedence of contract documents***

Ugovor se sastoji od sledećih dokumenata, prema sledećem redu prvenstva / *The Contract is made up of the following documents, in order of precedence:*

1. Ovaj Ugovor / *This Contract*
2. Opšte odredbe i uslovi za ugovore o nabavci robe / *General Terms and Conditions for Supplies Contracts* (aneks / *Annex 1*)
3. Pravila ponašanja za dobavljače / *Code of Conduct for Contractors* (aneks / *Annex 1A*)
4. Tehnička specifikacija robe / *Technical Specifications of Commodities* (aneks / *Annex 2*)
5. Finansijska ponuda / *Financial Offer Form* (aneks / *Annex 3*)

Smatra se da se dokumenta koja sačinjavaju ugovornu dokumentaciju međusobno dopunjavaju; u slučaju dvosmislenosti ili razilaženja, važeći je onaj sa većim prioritetom prema gorenavedenoj listi prioriteta.

*The various documents making up the Contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they should be read in the order in which they appear above.*

## **B.9 Jezik / *Language***

Jezik ovog Ugovora i sva pisana komunikacija između Ugovarača i Dobavljača biće na srpskom i engleskom jeziku.

*The language of this Contract and of all written communications between the Contractor and the Contracting Authority shall be Serbian and English.*

## **B.10 Stupanje na snagu i trajanje / *Entry into force and duration***

Ugovor stupa na snagu nakon potpisivanja obe ugovorne strane. Ugovor ostaje na snazi do kraja perioda odgovornosti kao što je definisano Help-ovim Opštim odredbama i uslovima za ugovore o nabavci robe.

*The Contract shall enter into force and effect after signature by both parties of this Contract. The Contract shall remain into force and effect until the end of the liability period as defined in the Help General Terms and Conditions for Supplies Contracts.*

#### **B.11 Izmene i dopune ugovora / Contract Amendments**

Izmene i dopune ovog ugovora moraju biti u pisanoj formi dokumenta potpisanog od strane ovlašćenih predstavnika obe strane. Ovo se takođe odnosi i na ovaj odeljak 11, kao i na zahtev pisanog oblika bilo kakve izmene ovog ugovora: Ne može biti nikakvih sporazuma vezanih za ovaj ugovor koji nisu u pisanoj formi.

*Amendments to the present contract must be made in writing in the form of a document signed by duly authorized representatives of both parties. This also applies to this section 11 and the requirement of the written form for any amendments to this contract: There are no non-written side agreements to this contract.*

#### **B.12 Obaveštenja / Notices**

Sva pisana komunikacija vezana za ovaj ugovor između Ugovarača i Dobavljača mora sadržati naziv ugovora i broj ugovora, i mora biti poslata elektronskom poštom /poštom na adrese navedene u ovom ugovoru.

*Any written communication relating to this contract between the Contracting Authority and the Contractor must state the Contract title and Contract number, and must be sent by email/post to the addresses identified in this Contract.*



## ANNEX / ANEKS 1

### General Terms And Conditions For Supply Contracts

#### *Opšte odredbe i uslovi ugovora za nabavku robe*

##### 1 Definitions / Definicije

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In these general terms and conditions, the terms / u okviru ovih opštih uslova, termini:

- a) "Purchase Order" and "Contract" are used interchangeably and cover also "purchase contract" and/or "supply contract" or any other contract, whichever its denomination, to which these general terms and conditions are made applicable,  
*"Porudžbina" i "Ugovor" opisuju isti termin i pokrivaju takođe i "kupoprodajni ugovor" i/ili "ugovor o nabavci" ili bilo koji drugi ugovor, pod bilo kojim nazivom, na koji se primenjuju ovi opšti uslovi.*
- a) "Seller" and "Contractor" are used interchangeably and shall also cover the term "Supplier" used in any contract as defined above.  
*U okviru gore navedenih ugovora "prodavac" i "izvođač" imaju isto značenje, pod kojim se takođe podrazumeva i izraz "dobavljač".*
- b) "Buyer" and "Contracting Authority" are used interchangeably.  
*Termini "kupac" i "ugovarač" imaju isto značenje.*
- c) "Goods" and "supplies" are used interchangeably, to designate the supplies object of the Contract as defined above.  
*Termini "roba" i "zalihe" imaju isto značenje i predstavljaju predmet gore navedenog ugovora.*
- d) The Contracting Authority's "partners" are the organisations to which the Contracting Authority is associated or linked.  
*"Partneri" ugovarača su organizacije koje su sa njim povezane.*

##### 2 Delivery Terms / Uslovi isporuke

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Notwithstanding any Incoterm 2010 used in a purchase order or similar document, it is the responsibility of the Seller to obtain any export license or other governmental authorisation for export.

*Pored pridržavanja Incoterm 2010 odredbi navedenih u porudžbini ili bilo kom sličnom dokumentu, prodavac ima obavezu da obezbedi sve potrebne izvozne dozvole ili druga vladina ovlašćenja za izvoz.*

##### 3 Payment / Plaćanje

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Payment will be as indicated in the purchase order.

*Način plaćanja je naveden u porudžbini.*

Payment made by the Contracting Authority does not imply any acceptance of Goods or related services. Unless otherwise stated in the purchase order, prices are fixed.

*Plaćanje koje je izvršeno od strane Ugovarača ne podrazumeva ujedno i prihvatanje robe ili povezanih usluga. Ukoliko u porudžbini nije drugačije navedeno, cene su fiksne.*

## 4 Inspection and Acceptance of the Goods / *Provera i prijem robe*

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4.1. All Goods shall be subject to inspection and testing by the Contracting Authority or its designated representatives, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to formal acceptance by the Contracting Authority.

*Sva roba će biti pregledana i proverena od strane Ugovarača ili njegovih ovlašćenih predstavnika, u obimu u kome je to izvodljivo, u svakom trenutku i na svakom mestu, uključujući period proizvodnje, a u svakom slučaju pre formalnog prijema od strane Ugovarača.*

4.2. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall release the Seller of any of its warranties or the performance of any obligations under the Contract.

*Sprovođenje ovih provera, kao i nepreduzimanje istih, ne oslobađaju Prodavca obaveza u pogledu garancija ili ispunjavanja bilo koje druge ugovorne obaveze.*

4.3. The Goods shall be taken over by the Contracting Authority when they have been delivered to final destination in accordance with the Contract, have satisfactorily passed the required tests, or have been successfully installed and commissioned as the case may be, and a certificate of acceptance has been issued.

*Ugovarač će preuzeti robu prilikom njene isporuke na krajnju destinaciju u skladu sa Ugovorom, nakon što je ona proverena, uspešno instalirana i puštena u rad, ukoliko je to zahtevano, kao i nakon potpisivanja sertifikata o prijemu robe.*

4.4. Under no circumstances shall the Contracting Authority be required, or deemed to, accept any Goods that do not conform to the specifications or requirements of the Contract. The Contracting Authority may condition acceptance of the Goods to the successful completion of acceptance tests. In no case shall the Contracting Authority be obligated to accept any Goods unless and until the Contracting Authority has had a reasonable opportunity to (i) inspect the Goods following their delivery at final destination, (ii) proceed with and complete satisfactory tests, or (iii) be satisfied of installation and commissioning of the equipment, as the case may be, and whichever is the latest. Payment by the Contracting Authority does not imply acceptance of the Goods.

*Ugovarač ni pod kojim uslovima neće prihvatiti isporuku robe koja nije u skladu sa specifikacijama ili zahtevima Ugovora. Ugovarač može usloviti prijem robe uspešnim testiranjem robe. Ugovarač ni u kom slučaju neće biti u obavezi da prihvati robu ukoliko nije imao razumnu priliku da (i) proveri robu nakon isporuke na finalnu destinaciju, (ii) na zadovoljavajući način izvrši testiranje robe, ili (iii) proveri da li su instalacija i puštanje u rad izvršeni na zadovoljavajući način ukoliko je to potrebno, i to nakon što je izvršena poslednja od ovih aktivnosti. Plaćanje fakture od strane Ugovarača ne podrazumeva automatski i prihvatanje robe.*

4.5. If the Contracting Authority fails to issue an acceptance certificate within a period of 45 days from actual delivery of the Goods at final destination, successful completion of the tests, successful installation and commissioning, whichever is the latest, the Contracting Authority shall be deemed to have issued the acceptance certificate on the last day of that 45-day period. The issue of the acceptance certificate shall not release the Seller of any of its warranties under the Contract, including those of article 5.

*Ukoliko Ugovarač ne izda sertifikat o prijemu robe u roku od 45 dana od datuma poslednjeg od sledećih događaja: isporuke robe na finalnu destinaciju, uspešnog testiranja robe, uspešno izvršene instalacije i puštanja u rad ukoliko je to zahtevano, smatraće se da je ovaj sertifikat izdat poslednjeg dana ovog 45-dnevnog perioda. Izdavanje sertifikata neće osloboditi prodavca bilo koje od garancija koje je po Ugovoru dužan da obezbedi, uključujući one navedene u članu 5.*

4.6. Notwithstanding any other rights of, or remedies available to, the Contracting Authority under the Contract, in case any of the Goods are defective or otherwise do not conform to the Contract, the Contracting Authority may, at its sole option, reject or refuse to accept the Goods, and the Seller shall promptly proceed in accordance with article 5.3.

*Pored prava ili pravnih lekova dostupnih Ugovaraču na osnovu Ugovora, u slučaju da je roba, ili njen deo, defektna ili na drugi način nesaglasna sa Ugovorom, Ugovarač može jednostrano odbiti prijem robe, a prodavac će bez odlaganja preduzeti potrebne mere u skladu sa članom 5.3.*

## **5 Warranty Obligations / Obaveze u pogledu garancija**

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5.1. Without limitation of any other warranties stated in or arising under the Contract, or resulting from statutory rights under applicable product liability law, the Seller warrants and represents that:

*Bez ograničenja bilo koje druge garancije navedene u Ugovoru, koja proizilazi iz ugovora, ili iz važećih zakona, Prodavac garantuje sledeće:*

- a) the Goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such Goods are ordinarily used and for the purposes expressly made known to the Seller, and shall be of even quality, free from faults and defects in design, material, manufacture and workmanship under normal use in the conditions prevailing in the country of final destination;  
*da roba, uključujući i ambalažu i pakovanje, odgovara specifikacijama iz Ugovora, da je podobna za svrhe u koje se ovakva roba uobičajeno koristi, kao i svrhe koje su izričito naznačene Prodavcu, da je ujednačenog kvaliteta, bez grešaka i defekta u dizajnu, materijalu, proizvodnji i doradi, pod uslovima normalnog korišćenja u uslovima koji preovlađuju u zemlji finalne destinacije;*
- b) that the Goods are securely contained, packaged and marked, taking into consideration the mode(s) of shipment in a manner so as to protect the Goods during delivery to their ultimate destination;  
*da je roba bezbedno spakovana i obeležena imajući u vidu način transporta, kako bi se roba zaštitila tokom isporuke do krajnje destinacije;*
- c) if the Seller is not the original manufacturer of the Goods, the Seller shall provide the Contracting Authority with the benefit of all manufacturers' warranties in addition to the present warranties;  
*ukoliko Prodavac nije originalni proizvođač robe, treba Ugovaraču da obezbedi sve odgovarajuće proizvođačke garancije, uz ostale već navedene;*
- d) the Goods are of the quality, quantity and description required by the Contract;  
*da je roba po kvalitetu, kvantitetu i karakteristikama u skladu sa zahtevima iz Ugovora;*
- e) the Goods are new and unused; and  
*da je roba nova i nekorisćena; i*
- f) the Goods are free from any right of claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights, including, but not limited to, patents, trademarks, copyright and trade secrets.  
*da na pomenutu robu ni jedno treće lice ne polaže nikakvo pravo, uključujući i založno pravo, kauciju i prava koja proizilaze iz intelektualne svojine, uključujući, ali ne ograničeno na, patente, robnu marku, autorsko pravo i službenu tajnu.*

5.2. Unless provided otherwise in the Contract, all warranties shall remain fully valid for a period of one year after acceptance of the Goods by the Contracting Authority.

*Ukoliko u Ugovoru nije drugačije navedeno, sve garancije će ostati u potpunosti važeće u periodu od dve godine nakon prihvatanja robe od strane Ugovarača.*

5.3. During any period in which the Seller's warranties are effective, upon notice by the Contracting Authority that the Goods do not conform to the requirements of the Contract, the Seller shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with goods of the same or better quality or fully reimburse the Contracting Authority for the purchase price paid for the defective goods including freight costs to the final destination. The Seller shall pay all costs relating to the repair or return of

the Goods as well as the costs relating to the delivery to final site of any replacement goods to the Contracting Authority. If having been notified by any means, the Seller fails to remedy the defect within 30 days, the Contracting Authority may proceed to take such remedial action as may be necessary, at the seller's risk and expense and without prejudice to any other rights which the Contracting Authority may have against the Seller under the Contract.

*U periodu važenja garancija, Prodavac će, odmah nakon prijema obaveštenja od strane Ugovarača da roba nije saglasna sa zahtevima Ugovora, na svoj trošak ispraviti ove nedostatke, ili, u slučaju da to nije moguće, zameniti defektnu robu robom istog ili boljeg kvaliteta ili u potpunosti obeštetiti Ugovarača, povraćajem pune vrednosti plaćene za defektnu robu, uvećane za troškove transporta do finalne destinacije. Prodavac će snositi sve troškove u vezi popravke ili povraćaja robe, kao i troškove nastale u vezi isporuke zamenske robe do finalne destinacije Ugovarača. Ukoliko, nakon prijema obaveštenja na bilo koji način, Prodavac u roku od 30 dana nije ispravio defekt, Ugovarač može preduzeti korektivne mere koje smatra neophodnim, na rizik i trošak Prodavca i bez ograničenja ostalih prava koja Ugovarač prema Prodavcu može imati prema Ugovoru.*

5.4. The Seller shall indemnify and hold harmless the Contracting Authority from and against any and all suits, actions or administrative proceedings, claims and demands from third-parties, losses, damages, costs, and expenses of any nature, including legal fees and expenses, which the Contracting Authority may suffer as a result of any infringement by the Seller of the warranties specified in article 5.1.

*Prodavac će obeštetiti i neće teretiti Ugovarača u vezi svih eventualnih tužbi, dela ili administrativnih postupaka, potraživanja i zahteva trećih strana, gubitaka, oštećenja, troškova bilo koje vrste, uključujući pravne troškove, koji mogu nastati kao rezultat bilo kakvog prekršaja garancija navedenih u članu 5.1. od strane Prodavca.*

## **6 After Sales Service / Post-prodajne usluge**

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The Seller shall be able to handle requests from the Contracting Authority for technical assistance, maintenance, service and repairs of the Goods supplied.

*Prodavac mora biti u stanju da odgovori na zahteve Ugovarača u pogledu tehničke pomoći, održavanja, servisiranja i popravki isporučene robe.*

## **7 Liquidated Damages for Delay / Ugovorne kazne za kašnjenje**

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Subject to force majeure, if the Seller fails to deliver any of the Goods or to perform any of the services within the time period specified in the Contract, the Contracting Authority may, without prejudice to any other rights and remedies, deduct from the total price stipulated in the Contract an amount of 2.5% of the price of such goods for each commenced week of delay.

However, the ceiling of these penalties is 10% of the total Contract price.

*Izuzev u slučaju više sile, ukoliko Prodavac ne isporuči bilo koji deo robe ili ne izvrši bilo koju od usluga u okviru vremenskog perioda navedenog u Ugovoru, Ugovarač može, bez ograničenja ostalih prava i pravnih lekova, umanjiti ukupnu cenu iz Ugovora za 2,5% od vrednosti robe za svaku započetu nedelju kašnjenja.*

*Međutim, maksimalni iznos ovakvih ugovornih kazni je 10% ukupne vrednosti Ugovora.*

## **8 Force Majeure / Viša sila**

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Neither Party shall be considered to be in default nor in breach of its obligations under the Contract if the performance of such obligations is prevented by any event of force majeure arising after the date of the Contract becomes effective.

*Ni jedna od Ugovornih strana neće biti u prekršaju svojih obaveza po Ugovoru ukoliko je izvršenje ovih obaveza onemogućeno bilo kojim događajem koji se može smatrati višom silom, a koji nastupi nakon datuma stupanja Ugovora na snagu.*

For the purposes of this Article, the term "force majeure" means acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics,

landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the Parties' control and cannot be overcome by due diligence.

*U okviru ovog člana, izraz “viša sila” odnosi se na prirodni događaj, štrajkove, blokadu radnih prostorija ili druge industrijske poremećaje, činove državnog neprijatelja, ratove, bilo da su objavljeni ili ne, blokade, ustanke, pobune, epidemije, klizišta, zemljotrese, oluje, udar groma, poplave i njihove posledice, građanske nemire, eksplozije i ostale slične nepredvidive događaje koji su van kontrole Ugovornih strana i ne mogu se prevazići primenom principa “due diligence”, odnosno profesionalnog postupanja.*

If either Party considers that any circumstances of force majeure have occurred which may affect performance of its obligations, it shall promptly notify the other Party and the Contracting Authority, giving details of the nature, the probable duration and the likely effect of the circumstances.

*Ukoliko bilo koja od Ugovornih strana smatra da je nastao bilo koji slučaj više sile koji može uticati na izvršenje njenih obaveza, o tome će hitno obavestiti drugu stranu i Ugovarača, pri čemu će navesti detalje u vezi prirode, očekivanog trajanja i mogućeg efekta ovih okolnosti.*

Unless otherwise directed by the Contracting Authority in writing, the Seller shall continue to perform its obligations under the Contract as far as is reasonably practicable, and shall employ every reasonable alternative means to perform any obligations that the event of force majeure does not prevent it from performing. The Seller shall not employ such alternative means unless directed to do so by the Contracting Authority.

*Ukoliko Ugovarač nije dostavio drugačiji pisani zahtev, Prodavac će nastaviti da ispunjava svoje obaveze po Ugovoru u meri u kojoj je to razumno moguće i iskoristiće svaku razumnu alternativu kako bi izvršio bilo koju obavezu čije ispunjenje nije onemogućeno nastupanjem više sile. Prodavac neće primenjivati ovakve alternativne metode pre nego što mu Ugovarač to ne naloži.*

## **9 Termination for Convenience / Jednostrani raskid ugovora od strane Ugovarača**

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The Contracting Authority may, for its own convenience and without charge, cancel all or any part of the Contract. If the Contracting Authority terminate this Contract in whole or in part upon written notice to the Seller. The Contracting Authority shall be responsible for the actual costs incurred by the Seller as a direct result of such termination which are not recoverable by either (i) the sale of the goods affected to other parties within a reasonable time, or (ii) the exercise by the Seller, in a commercially reasonable manner, of other mitigation measures. Any claim by the Seller for such actual costs shall be deemed waived by the Seller unless submitted in writing to the Contracting Authority within thirty (30) calendar days after the Contracting Authority notified the Seller of the termination.

*Ugovarač može, iz razloga sopstvene pogodnosti i bez dodatnih troškova, raskinuti Ugovor u celosti ili određene njegove delove, dostavljajući o tome pisano obaveštenje Prodavcu. Ugovarač će preuzeti obavezu naknade stvarnih troškova koje je Prodavac imao kao direktan rezultat ovakvog raskida, a koji se ne mogu nadoknaditi bilo (i) prodajom robe u pitanju drugim stranama u razumnom vremenskom roku, ili (ii) sprovođenjem drugih korektivnih mera od strane Prodavca, na komercijalno razuman način. Smatraće se da se Prodavac odrekao bilo kakvog zahteva za nadoknadu ovakvih troškova ukoliko ga nije dostavio pisanim putem Ugovaraču u roku od trideset (30) kalendarskih dana nakon prijema obaveštenja o raskidu Ugovora od strane Ugovarača.*

## **10 Variations / Varijacije**

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The Contracting Authority may at any time by written instruction vary the quantities of the Goods by 20 percent above or below the original Contract price. The Contracting Authority may also order variations including additions, omissions, substitutions, changes in quality, form, character, and kind of the Goods, related services to be provided by the Seller, as well as method of shipment, packing, place of delivery and sequence and timing of delivery. No order for a variation may result in the invalidation of the Contract, but if any such variation causes an increase or decrease in the price of or the time required for performance under this Contract, and except where a variation is necessitated by a default of the Seller, an equitable adjustment shall be made in the Contract price, or delivery

schedule, or both, and the Contract shall be amended by way of an addendum. The unit prices used in the Seller's tender or quotation shall be applicable to the quantities procured under the variation.

*Ugovarač može u bilo kom trenutku, uz dostavu pisanih instrukcija, promeniti količine robe za 20 procenata više ili manje od originalne vrednosti Ugovora. Ugovarač može takođe tražiti varijacije, uključujući dodatak, umanjeње, zamenu, promenu kvaliteta, forme, karaktera i vrste robe, pratećih usluga od strane Prodavca, kao i načina transporta, pakovanja, mesta isporuke, redosleda i vremena isporuke. Ni jedan ovakav nalog za varijaciju ne može učiniti ugovor nevažećim, već će se, ukoliko ovakve varijacije dovode do povećanja ili smanjenja ugovorne cene ili vremena potrebnog za ispunjenje obaveza po Ugovoru, izuzev u slučaju kada je ovakva promena neophodna usled greške Prodavca, izvršiti odgovarajuće prilagođavanje Ugovorne cene, roka isporuke ili oba, a Ugovor će biti izmenjen putem adenduma. Cena po jedinici mere navedena u prodavčevom tenderu ili ponudi, biće primenjena na količine nabavljene u okviru pomenute varijacije.*

## **11 Applicable Law and Disputes / Važeći zakon i sporovi**

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The Contract is governed by, and shall be construed in accordance with the laws of the country of establishment of the Contracting Authority.

*Na Ugovor se primenjuju zakoni zemlje u kojoj je Ugovarač osnovan i oni će se takođe koristiti i za tumačenje Ugovora.*

Any dispute or breach of contract arising under this Contract shall be solved amicably if at all possible. If not possible and unless provided otherwise in the Contract, it shall be submitted to, and settled by, the competent court in the country of establishment of the Contracting Authority, in accordance with the national law of that country.

*Sporovi i prekršaji Ugovora koji mogu nastati po ovom Ugovoru biće rešeni sporazumno, mirnim putem, ukoliko je to moguće. U slučajevima kada to nije moguće i ukoliko Ugovorom nije drugačije predviđeno, rešavaće ih stvarno nadležni sud u zemlji u kojoj je Ugovarač osnovan, u skladu sa zakonodavstvom te zemlje.*

## **12 Remedies for Default / Pravni lek u slučaju prekršaja Ugovora**

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12.1. The Seller shall be considered in default under the Contract if:

- he fails to deliver any or all of the Goods within the period specified in the Contract;
- he fails to perform any other obligations under the Contract;
- his declarations in respect of his eligibility (article 16) and/or in respect of article 14 (Child labour and forced labour) and article 15 (Mines), appear to have been untrue, or cease to be true;
- he engages in the practices described in article 17 (corrupt practices).

*Smatraće se da je Prodavac prekršio ugovor ukoliko:*

- *ne isporuči deo ili kompletnu količinu robe u vremenskom roku predviđenom Ugovorom;*
- *ne izvrši bilo koju Ugovornu obavezu;*
- *da netačnu izjavu u pogledu podobnosti (član 16) i/ili člana 14 (korišćenje dečje radne snage ili prinudnog rada) i člana 15 (mine) ili ukoliko ta izjava u toku izvršenja Ugovora postane netačna;*
- *se nađe u nekoj od situacija navedenih u članu 17 (korupcija).*

12.2. Upon occurrence of an event of Seller's default, and without prejudice to any other rights or remedies of the Contracting Authority under the Contract, the Contracting Authority shall be entitled to one or several of the following remedies:

- liquidated damages for delay under article 7;
- any of the remedies specified in article 5.3;
- refuse to accept all or part of the Goods;
- general damages;
- termination of the Contract.

*Ukoliko dođe do prekršaja Ugovora od strane Prodavca, bez ograničenja ostalih prava ili pravnih lekova*



*dostupnih Ugovaraču po Ugovoru, Ugovarač ima pravo da preduzme jednu ili više navedenih radnji:*

- *traži ugovornu kaznu za kašnjenje u skladu sa članom 7;*
- *aktivira bilo koji od pravnih lekova navedenih u članu 5.3;*
- *odbije prijem kompletne isporuke robe ili njenog dela;*
- *traži naknadu štete;*
- *raskine Ugovor.*

12.3. Upon termination of the Contract by the Contracting Authority under this article, the Seller shall follow the Contracting Authority's instructions for immediate steps to bring to a close in a prompt and orderly manner the performance of any obligations under the Contract, in such a way as to reduce expenses to a minimum. The Contracting Authority shall have no other liability than paying the Seller the goods which have already been accepted in accordance with article 4, and shall be entitled to deduct from any such sums:

- any liquidated or general damages due by the Seller;
- and/or any sums due by the Seller under article 5.3;
- and/or any excess cost occasioned by a replacement procurement
- from other sources.

*Po raskidu Ugovora od strane Ugovarača po osnovu ovog člana, Prodavac mora pratiti instrukcije Ugovarača u smislu preduzimanja hitnih koraka kako bi se na brz i organizovan način okončalo izvršavanje bilo kojih preostalih obaveza po Ugovoru i troškovi sveli na minimum. Ugovarač neće imati druge obaveze osim isplate Prodavcu robe koja je već prihvaćena u skladu sa članom 4, od čega ima pravo da odbije sledeće iznose:*

- *bilo koje ugovorne kazne ili naknade štete koje je Prodavac dužan da isplati;*
- *i/ili iznose koje je Prodavac dužan da isplati u skladu sa članom 5.3;*
- *i/ili bilo kakve dodatne troškove koji mogu nastati u vezi kupovine zamenske robe iz drugih izvora*

The Contracting Authority shall also be entitled to call any pre-financing or performance guarantee provided by the Seller under the Contract.

*Ugovarač ima pravo i da aktivira bilo koju avansnu ili izvršnu garanciju koje je Prodavac bio u obavezi da obezbedi u skladu sa Ugovorom.*

### **13 Officials / Službenici**

The Seller warrants that no official of the Contracting Authority and/or its partner has received or will be offered by the Seller any direct or indirect benefit arising from this Contract.

*Prodavac garantuje da ni jedan službenik Ugovarača i/ili njegovog partnera od Prodavca nije primio niti će im biti ponuđena bilo kakva direktna ili indirektna korist u vezi sa ovim Ugovorom.*

### **14 Child Labour and Forced Labour / Dečja radna snaga i prinudni rad**

The Seller warrants that it and its affiliates comply with the UN Convention on the Rights of the Child - UNGA Doc A/RES/44/25 (12 December 1989) with Annex – and that it or its affiliates has not made or will not make use of forced or compulsory labour as described in the Forced labour Convention and in the Abolition of Forced Labour Convention 105 of the International Labour Organization. Furthermore the Seller warrants that it, and its affiliates, respect and uphold basic social rights and working conditions for their employees.

*Prodavac garantuje da se on i njegovi saradnici pridržavaju Konvencije UN o dečjim pravima – UNGA Doc A/RES/44/25 (12.decembar 1989.) i njenih aneksa – i da ni on ni njegovi saradnici nisu koristili, niti će koristiti, prinudni ili obavezni rad, na način definisan u Konvenciji o prinudnom radu i Konvenciji o ukidanju prinudnog rada 105 Međunarodne Organizacije Rada. Takođe, Prodavac garantuje da i on i njegovi saradnici poštuju i podržavaju osnovna socijalna prava i uslove rada svojih zaposlenih.*



## 15 Mines / Mine

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The Seller warrants that it and its affiliates are NOT engaged in any development, sale, manufacture or transport of anti-personnel mines and/or cluster bombs or components utilized in the manufacture of anti-personnel mines and/or cluster bombs.

*Prodavac garantuje da ni on ni njegovi saradnici ni na koji način NISU uključeni u razvoj, prodaju, proizvodnju ili transport protivpešadijskih mina i/ili kasetnih bombi, kao ni komponenti koje se koriste u njihovoj proizvodnji.*

## 16 Ineligibility / Nepodobnost

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By signing the purchase order or the contract, the Seller certifies that he is NOT in one of the situations listed below:

*Potpisivanjem porudžbine ili Ugovora, Prodavac potvrđuje da NIJE ni u jednoj od dole navedenih situacija:*

- (a) He is bankrupt or being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;  
*U stečaju ili likvidaciji, čijim poslovanjem upravljaju sudovi, ušao u aranžmane sa poveriocima, suspendovao poslovne aktivnosti ili je u postupku u vezi navedenog;*
- (b) He has been convicted of an offence concerning his professional conduct by a judgement that has the force of res judicata;  
*Pravosnažno osuđen za prekršaj u vezi profesionalnog ponašanja;*
- (c) He has been guilty of grave professional misconduct proven by any means that the Contracting Authority can justify;  
*Kriv za težak profesionalni prekršaj, čije postojanje se može dokazati;*
- (d) He has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country of the Contracting Authority or those of the country where the Contract is to be performed;  
*Nije ispunio obaveze u vezi plaćanja socijalnih davanja i poreza u skladu sa lokalnim zakonodavstvom;*
- (e) He has been the subject of a judgement that has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity;  
*Osuđen za prevaru, korupciju, učešće u kriminalnim organizacijama ili bilo kojim drugim ilegalnim aktivnostima;*
- (f) Following another procurement procedure or grant award procedure financed by the European Community budget, a UN Agency or other donor or following another procurement procedure carried out by the Contracting Authority or one of their partners, he has been declared to be in serious breach of contract for failure to comply with his contractual obligations.  
*U ozbiljnom prekršaju ugovora sklopljenog sa Help-om zbog neispunjenja ugovornih obaveza u okviru druge procedure nabavke ili procedure dodele granta finansiranih od strane Evropske Unije, agencije Ujedinjenih nacija, drugih donatora ili partnera.*

## 17 Corrupt Practices / Koruptivna praksa

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The Seller and his personnel shall refrain from performing, condoning or tolerating any corrupt, fraudulent, collusive or coercive practices, whether such practices are in relation with the performance of the Contract or not. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value as an inducement or reward for doing or forbearing to do any act in relation to the Contract or any other contract with the Contracting Authority, or for showing favour or disfavour to any person in relation to the Contract or any other contract with the Contracting Authority.

*Prodavac i njegovi zaposleni neće vršiti, podržavati ni tolerisati nikakav vid korupcije, prevare, dogovaranja ili prinude, bez obzira da li su ovakve aktivnosti u vezi sa realizacijom ovog Ugovora ili ne. "Koruptivna praksa" podrazumeva nuđenje, davanje, primanje ili traženje, direktno ili indirektno, bilo kakve vrednosti kao podsticaj ili*

*nagradu za izvršenje ili održavanje od izvršenja bilo kakvog dela u vezi ovog Ugovora ili bilo kog drugog ugovora sa Ugovaračem, kao i favorizovanje, odnosno defavorizovanje bilo koje osobe u vezi ovog Ugovora ili bilo kog drugog ugovora sa Ugovaračem.*

The payments to the Contractor under the Contract shall constitute the only income or benefit the Seller may derive in connection with the Contract and neither he nor his personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, his obligations under the Contract.

*Plaćanja Dobavljaču po Ugovoru je jedini prihod koji će Prodavac imati u vezi sa ovim Ugovorom i ni on, ni njegovo osoblje neće prihvatiti nikakvu proviziju, popust, isplatu ni indirektno plaćanje ili drugu protivuslugu u vezi sa svojim obavezama u okviru Ugovora.*

The execution of the Contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the Contract or not stemming from a properly concluded contract referring to the Contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company.

*Realizacija Ugovora neće dovesti do neuobičajenih komercijalnih troškova. Neuobičajeni komercijalni troškovi su provizije koje nisu navedene u Ugovoru ili ne proizilaze iz realizacije ispravno zaključenog Ugovora, provizije koje nisu plaćene u zamenu za stvarne i legitimne usluge, provizije uplaćene u poreske rajeve, provizije plaćene primaocu koji nije jasno identifikovan ili provizije plaćene kompaniji za koju je očigledno da je paravan.*

## **18 Discretion and Confidentiality / Diskrecija i poverljivost**

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The Seller shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save in so far as may be necessary for the purposes of the performance thereof, publish or disclose any particulars of the contract or the project without the prior consent in writing of the Contracting Authority. It shall, in particular, refrain from making any public statements concerning the project or the delivery without the prior approval of the Contracting Authority.

*Prodavac će svu dokumentaciju i informacije dobijene u vezi sa ovim Ugovorom tretirati kao privatne i poverljive i neće ih, izuzev u onoj meri koliko je neophodno za realizaciju Ugovora, objavljivati ili iznositi bilo kakve detalje Ugovora ili projekta bez prethodnog pisanog odobrenja od strane Ugovarača. Naročito će se održavati od davanja bilo kakvih javnih izjava u vezi projekta ili isporuke bez prethodnog odobrenja Ugovarača.*

## **19 Checks and Audits / Provere i revizija**

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The Seller shall permit the Contracting Authority or its representative to inspect, at any time, records including financial and accounting documents and to make copies thereof and shall permit the Contracting Authority or any person authorized by it, including the European Commission, the European Anti-Fraud Office and the Court of Auditors in case the Contract is financed by the European Community budget, at any time, to have access to its financial accounting documents and to audit such records and accounts both during and after the implementation of the Contract. In particular, the Contracting Authority may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses.

*Prodavac će dozvoliti Ugovaraču ili njegovim ovlašćenim predstavnicima, uključujući tu i Evropsku Komisiju, Evropsku kancelariju za borbu protiv korupcije i Revizorski sud, u slučaju da je Ugovor finansiran iz budžeta Evropske Zajednice, da u bilo koje vreme imaju pristup njegovoj finansijsko-računovodstvenoj dokumentaciji u svrhe provere, kao i da je mogu kopirati, u toku ali i nakon realizacije Ugovora. Naročito, Ugovarač može sprovesti bilo kakvu dokumentarnu ili kontrolu na licu mesta koje smatra neophodnim u dokaznom postupku ukoliko se sumnja u postojanje neuobičajenih komercijalnih troškova.*



## 20 Liability / *Odgovornost*

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Under no circumstances or for no reason whatsoever will the Back donor entertain any request for indemnity or payment directly submitted by the (Contracting Authority's) contractors.

*Donator projekta ni pod kojim uslovima i ni iz kog razloga neće razmatrati bilo kakav zahtev za obeštećenje ili plaćanje koji su mu direktno dostavljeni od strane (Ugovaračevih) dobavljača.*

### Affirmative Statement / *Afirmativna izjava*

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We hereby confirm that we have received, read, and understood Help General Terms and Conditions for Supply Contracts.

*Ovim izjavljujemo da smo dobili, pročitali i razumeli Helpove Opšte Odredbe i Uslove Ugovora za nabavku robe.*

We declare that we shall carry out our duties to comply with the abovementioned provisions and work for the implementation thereof. This, to the highest professional standards and in the best interests of Help. We acknowledge that this commitment is not linked to the possibility for future contract awards.

*Izjavljujemo da ćemo sprovesti svoje dužnosti pridržavajući se gore navedenih odredbi, uz primenu najviših profesionalnih standarda i u najboljem interesu Helpa. Svesni smo da ova obaveza nije povezana sa mogućnošću dodele budućih ugovora.*

We are fully aware that any failure to sign and comply with these General Terms and Conditions for Supply Contracts could lead to exclusion from the tender/procurement procedure and to the rejection of the bid/tender.

*U potpunosti smo svesni da nepotpisivanje i nepridržavanje ovih Opštih Odredbi i Uslova Ugovora za nabavku robe može voditi isključenju iz tenderske, odnosno procedure nabavke i odbijanja ponude/tendera.*

We are also fully aware that unwillingness to cooperate with Help or breach of these General Terms and Conditions for Supply Contracts will lead to termination of awarded contracts.

*Takođe smo u potpunosti svesni da nespremnost za saradnju sa Helpom ili kršenje ovih Opštih Odredbi i Uslova Ugovora za nabavku robe vodi raskidanju sklopljenih ugovora.*

Company name / *Naziv firme:*

Full name and position of signatory /

*Puno ime i pozicija potpisnika:*

Date / *Datum:*

Signature and stamp / *Potpis i pečat:*

## ANNEKS / ANEKS 1A

### Code of Conduct for Contractors / Kodeks ponašanja za dobavljače: Ethical Principles and Standards / Etički principi i standardi

#### Preamble / Preambula

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The Help Code of Conduct is based on the corporate values and principles of action of “Help – Hilfe zur Selbsthilfe e.V.” as stipulated in the statutes of the association.

*Helpov Kodeks ponašanja baziran je na korporativnim vrednostima i principima aktivnosti “Help – Hilfe zur Selbsthilfe e.V.”, navedenim u statutu organizacije.*

This Code of Conduct for Contractors and its related principles and standards are based on recommendations from the UN Global Compact principles<sup>1</sup> and ECHO’s Humanitarian Aid guidelines for Procurement 2011<sup>2</sup>.

*Ovaj Kodeks ponašanja za dobavljače i principi i standardi na kojima se zasniva bazirani su na preporukama UN Global Compact principa i ECHO smernicama za nabavku u okviru humanitarne pomoći.*

Help as a humanitarian actor and as a buying organization in that role, influences the flow and allocation of economic resources and consequently has a direct or indirect impact on poverty, rights, social and environmental conditions. Therefore, Help has a responsibility to promote fair and ethical procurement. Practicing ethical procurement means looking beyond economic parameters and efficiency. The life cycle of the resources we procure and the related social consequences, risks and implications for people, society and the environment, shall be considered in the procurement process.

*Help, u svojoj ulozi humanitarne organizacije i organizacije koja sprovodi nabavke, utiče na tokove i alokaciju privrednih resursa i na taj način ima direktan ili indirektan uticaj na siromaštvo, prava, socijalne i ekološke uslove. Zbog toga, Help ima obavezu da promoviše fer i etičku nabavku. Sprovođenje etičkih nabavki podrazumeva posmatranje ne samo ekonomskih parametara i efikasnosti. Životni ciklus resursa koje kupujemo i sa tim povezane socijalne posledice, rizici i implikacije po ljude, društvo i životnu sredinu, moraju biti razmatrani u okviru procesa nabavke.*

By this Code of Conduct for Contractors, Help seeks to apply ethics to our procurement. The objective of this code is to ensure that the contractors we work with act socially and environmentally responsible.

*Sprovođenjem ovog Kodeksa ponašanja za dobavljače, Help nastoji da primeni etička pravila u svojim nabavkama. Cilj ovog kodeksa je da obezbedi da dobavljače sa kojima radimo deluju na socijalno i ekološki odgovoran način.*

#### General Conditions / Opšti uslovi

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This Code of Conduct for Contractors defines ethical principles and standards for our contractors. All of Help’s contract Parties are expected to comply with this code and make the principles of this code known to any subcontractor used by the contract party and ensure that subcontractors adhere to these standards accordingly.

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<sup>1</sup> <https://www.unglobalcompact.org/what-is-gc/mission/principles>

<sup>2</sup> [http://ec.europa.eu/echo/files/partners/humanitarian\\_aid/Procurement\\_Guidelines\\_en.pdf](http://ec.europa.eu/echo/files/partners/humanitarian_aid/Procurement_Guidelines_en.pdf)

*Ovaj Kodeks ponašanja za dobavljače definiše etičke principe i standarde kojih se moraju pridržavati naši dobavljači. Od svih potpisnika ugovora sa Helpom očekuje se da se pridržavaju pravila datih u ovom kodeksu i da sve eventualne podugovarače sa kojima rade obaveste o njima i obezbede da ih se i oni pridržavaju.*

The provision of the ethical standards constitutes minimum rather than maximum standards. National laws shall be complied with, and where the provisions of law and Help standards address the same subject, the highest standard shall apply.

*Dati etički standardi predstavljaju pre minimum nego maksimum zahteva. Mora se obezbediti poštovanje nacionalnog zakonodavstva, i u slučajevima kada odredbe zakona i Helpovi standardi regulišu istu materiju, primenjuje se viši standard.*

All contract parties are requested to sign this Code of Conduct and thereby confirm that they uphold its standards and work actively towards its implementation as far as applicable to their status and areas of activity.

*Sve ugovorne strane moraju potpisati ovaj Kodeks ponašanja i time potvrditi da će se pridržavati propisanih standarda i aktivno raditi na njihovoj implementaciji koliko god je to primenljivo u odnosu na njihov status i polje delatnosti.*

## **Respect for Human, Social and Labour Rights / Poštovanje ljudskih, socijalnih i radnih prava**

Help's contractors must at all times protect and promote human, social and labour rights and work actively to address issues of concern. As a minimum they are obliged to comply with the following ethical standards:

*Helpovi dobavljači moraju u svakom trenutku braniti i promovisati ljudska, socijalna i radna prava i aktivno nastojati da reše sporna pitanja. Kao minimum zahteva, obavezni su da se pridržavaju sledećih etičkih standarda:*

### **Respect for Human Rights / Poštovanje ljudskih prava**

The contract party represents and warrants that neither it nor any of its subcontractors violates the fundamental human rights as set out in UN Universal Declaration of Human Rights and the European Convention on Human Rights. The basic principles of the Universal Human Rights are that all human beings are born free and equal in dignity and in rights, and everyone has the right to life, liberty and security of the person. Contractors are responsible to uphold and promote the Human Rights towards employees and the community in which they operate.

*Ugovorna strana predstavlja i garantuje da ni ona ni bilo koji od njenih podugovarača ne krše fundamentalna ljudska prava na način naveden u Univerzalnoj deklaraciji o ljudskim pravima UN i Evropskoj konvenciji o ljudskim pravima. Osnovni principi univerzalnih ljudskih prava su da su sva ljudska bića rođena slobodna i jednaka po svom dostojanstvu i pravima, i da svako ima pravo na život, slobodu i ličnu bezbednost. Ugovorne strane su obavezne da se pridržavaju i promovišu ljudska prava prema svojim zaposlenima i zajednici u kojoj rade.*

### **Non exploitation of Child Labour / Neeksploatacija dečje radne snage**

The contract party represents and warrants that neither it nor any of its subcontractors are engaged in any practice of exploitation of child labour<sup>3</sup> or other practice inconsistent with the rights as set out in the UN Convention on the Rights of the Child. The contract party is required to take all necessary steps to prevent the employment of child labour. A child is defined as a person under the age of 18 and children shall not be engaged in any work that is likely to compromise their health, safety, mental and social development or that is hazardous to interfering with their education.

*Ugovorna strana predstavlja i garantuje da ni ona ni bilo ko od njenih podugovarača nisu uključeni u bilo kakvu praksu eksploatacije dečje radne snage ili drugu praksu koja nije u skladu sa pravima navedenim u Konvenciji o dečjim pravima UN. Ugovorna strana ima obavezu da preduzme sve neophodne korake da spreči zapošljavanje dečje radne snage. Dete se definiše kao osoba sa manje od 18 godina, a deca se ne smeju angažovati za bilo koji rad koji može*

<sup>3</sup> The definition of Child Labour can be found at: <https://www.unglobalcompact.org/what-is-gc/mission/principles/principle-5>

ugroziti njihovo zdravlje, bezbednost, mentalni i socijalni razvoj ili preti da ugrozi njihovo obrazovanje.

**Employment is freely chosen / Zaposlenje je stvar slobodnog izbora**

The contract party represents and warrants that neither it nor any of its subcontractors make use of any form of forced or bonded labour and that they respect workers freedom to leave their employer.

*Ugovorna strana predstavlja i garantuje da ni ona ni bilo koji od njenih podugovarača ni na koji način neće koristiti prinudni rad i da poštuju pravo radnika da slobodno napuste poslodavca.*

**Freedom of association and the right to collective bargaining / Sloboda udruživanja i kolektivnog pregovaranja**

The contract party represents and warrants that it and all of its subcontractors recognise workers right to join or form trade unions and bargain collectively, and should adopt an open attitude towards the activities of trade unions.

*Ugovorna strana predstavlja i garantuje da i ona i svi njeni podugovarači priznaju pravo radnika da se udružuju ili formiraju sindikate i kolektivno pregovaraju, i da imaju otvoren stav prema aktivnostima sindikata.*

**Living wages are paid / Plaćanje adekvatnih zarada**

The contract party represents and warrants that it and all of its subcontractors meet national minimum wage standards where they exist or ILO wage standards as a minimum. It is expected that the contract party and all of its subcontractors pay living wages. A living wage is contextual, but it should always ensure a basic living standard that is considered as decent in the respective context which means that it must meet basic needs such as food, shelter, clothing, health care and schooling as a minimum.

*Ugovorna strana predstavlja i garantuje da će se i oni i svi njihovi podugovarači pridržavati nacionalnih standarda minimalnih zarada ukoliko postoje, ili standarda ILO (Međunarodne organizacije rada), kao minimuma zahteva. Očekuje se od dobavljača i svih njegovih podugovarača da isplaćuju zarade koje obezbeđuju osnovni nivo kvaliteta života zaposlenih, pod kojim se podrazumeva zadovoljenje osnovnih potreba kao što su hrana, smeštaj, odeća, zdravstvena zaštita i školovanje, kao minimum.*

**No discrimination in employment / Bez diskriminacije u zapošljavanju**

The contract party represents and warrants that neither it nor any of its subcontractors practice any form of discrimination in hiring, salaries, job termination, retiring, and access to training or promotion - based on race, national origin, caste, gender, language, sexual orientation, political affiliation, age, disability, marital status, health status, or other distinguishing characteristics.

*Ugovorna strana predstavlja i garantuje da ni oni niti njihovi podugovarači neće biti uključeni u bilo kakvu praksu diskriminacije pri zapošljavanju, isplaćivanju plata, raskidu radnog odnosa, penzionisanju i pristupu obukama i napredovanju – na bazi rase, nacionalnosti, kaste, pola, jezika, seksualne orijentacije, političke pripadnosti, godina, invaliditeta, bračnog stanja, zdravstvenog stanja ili ostalih karakterističnih razlika.*

**No harsh or inhumane treatment of employees / Zabrana okrutnog ili nehumanog postupanja prema zaposlenima**

The contract party represents and warrants that it and all of its subcontractors are protecting employees and workers from any acts of physical, verbal, sexual or psychological harassment, abuse or threats or other forms of intimidation in the workplace by either their fellow workers or their managers.

*Ugovorna strana predstavlja i garantuje da i ona i svi njeni podugovarači štite zaposlene i radnike od bilo kog akta fizičkog, verbalnog, seksualnog ili psihološkog uznemiravanja, zlostavljanja ili pretnji i drugih oblika zastrašivanja na radnom mestu kako od strane ostalih zaposlenih tako i menadžera.*

**Working conditions are safe, healthy and hygienic / Bezbedni, zdravi i higijenski uslovi rada**

The contract party represents and warrants that it and all of its subcontractors take adequate steps to provide a safe, healthy and hygienic working environment. Additionally workers health and safety must be a priority and adequate steps must be taken to prevent accidents and injury to health associated with or occurring in the course of work.

*Ugovorna strana predstavlja i garantuje da i ona i svi njeni podugovarači preduzimaju adekvatne korake kako bi obezbedili bezbednu, zdravu i higijensku radnu sredinu. Uz to, zdravlje i bezbednost radnika moraju biti prioritet i odgovarajući koraci moraju biti preduzeti da se spreče nezgode i povrede u vezi rada ili nastale u toku radnog*



vremena.

### **Working hours are not excessive / Broj radnih sati nije preteran**

The contract party represents and warrants that it and all of its subcontractors ensure that working hours comply with national law and international standards. A working week of 7 days should not exceed 48 hours and employees must have one day off per week. Overtime shall be compensated, limited and voluntary.

*Ugovorna strana predstavlja i garantuje da će i ona i svi njeni podugovarači obezbediti da radno vreme bude u skladu sa nacionalnim zakonodavstvom i međunarodnim standardima. Prekovremeni rad mora biti plaćen, ograničen i dobrovoljan.*

### **Regular employment is provided / Zaposlenje je legalno**

The contract party represents and warrants that it and all of its subcontractors ensure that all work performed is on the basis of a recognized employment relationship established through international conventions and national law. The contract party and all of its subcontractors must protect vulnerable group's regular employment under these laws and conventions and must provide workers with a written contract.

*Ugovorna strana predstavlja i garantuje da je i kod nje i svih njenih podugovarača rad baziran na priznatim radnim odnosima, ostvarenim u skladu sa međunarodnim konvencijama i nacionalnim zakonodavstvom. Ugovorna strana i svi njeni podugovarači moraju štitiiti regularno zaposlenje ugroženih grupa u skladu sa pomenutim zakonima i konvencijama i moraju sa zaposlenima imati pisani ugovor.*

## **Anti-Corruption / Borba protiv korupcije**

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The contract party represents and warrants that neither it nor any of its subcontractors are engaged in any sort of corruption, defined as the misuse of entrusted power for illegitimate private (individual or group) gain, including but not limited to money laundering, bribery, facilitation payments, embezzlement, extortion, favouritism and forms of fraud.

*Ugovorna strana predstavlja i garantuje da ni ona ni bilo ko od njenih podugovarača nije uključena u bilo koji vid korupcije, definisan kao zloupotreba poverene moći za nelegalnu privatnu (individualnu ili grupnu) korist, uključujući, ali ne ograničeno na, pranje novca, podmićivanje, plaćanje za facilitaciju, proneveru, iznudu, favorizaciju i oblike prevare.*

The contract party accepts and acknowledges the Help Anti-Fraud and Anti-Corruption Policy and Regulations which will form inherent component of all contracts concluded with Help.

*Ugovorna strana prihvata i priznaje Helpovu anti-korupcijsku politiku i politiku borbe protiv prevara i ostala pravila koja čine nerazdvojiv deo svih ugovora potpisanih sa Helpom.*

## **Conflict of Interest / Konflikt interesa**

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The contract party represents and warrants that neither it nor any of its subcontractors are engaged in any activity which conflicts with its obligation towards the contracting authority, i.e. Help, and/or the Donor Institution that funds the project under which a contract between the contracting authority and the contract party is concluded.

*Ugovorna strana predstavlja i garantuje da ni ona ni bilo ko od njenih podugovarača nisu uključeni u bilo kakvu aktivnost koja je u konfliktu sa njihovim obavezama prema ugovaraču, to jest Helpu i/ili donatoru koji finansira projekat u okviru koga se sklapa ugovor između ugovarača i dobavljača.*

The contract party represents and warrants that it and all of its subcontractors will disclose to Help any situation that may appear as a conflict of interest, and disclose to Help if any Help representative, staff or professional under contract with Help may have an interest of any kind in the contract party's or any of its subcontractors' business or any kind of economic ties with the contract party or its subcontractors.

*Ugovorna strana predstavlja i garantuje da će i ona i svi njeni podugovarači obavestiti Help o svakoj situaciji koja*



može dovesti do konflikta interesa, kao i o potencijalnom interesu ili bilo kakvim ekonomskim vezama koji bilo koji Helpov predstavnik, zaposleni ili ekspert pod ugovorom sa Helpom, mogu imati u njihovom poslovanju ili poslovanju bilo kog od njihovih podugovarača.

### **Gifts and Hospitality / Pokloni i gostoprimstvo**

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The contract party represents and warrants that neither it nor any of its subcontractors will offer any benefit such as free goods or services, employment or sales opportunity to a Help representative, staff or professional under contract with Help in order to facilitate its or its subcontractors' business with Help.

*Ugovorna strana predstavlja i garantuje da ni ona ni bilo ko od njenih podugovarača neće ponuditi ni jednom Helpovom predstavniku, zaposlenom ili ekspertu pod ugovorom sa Helpom, bilo kakvu korist, kao što su na primer besplatna roba i usluge, mogućnost zapošljavanja ili prodaje, kako bi time obezbedili uticaj na poslovanje sa Helpom.*

### **Sexual Exploitation and Sexual Abuse / Seksualna eksploatacija i seksualno zlostavljanje**

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The contract party represents and warrants that it and all of its subcontractors are protecting all people from sexual abuse and sexual exploitation, meaning any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Similarly, the term 'sexual abuse' means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

*Ugovorna strana predstavlja i garantuje da i ona i svi njeni podugovarači štite sve ljude od seksualnog zlostavljanja i seksualne eksploatacije, što podrazumeva bilo kakvu stvarnu ili pokušanu zloupotrebu položaja ranjivosti, različite moći ili poverenja u seksualne svrhe, uključujući, ali ne i ograničeno na, novčano, socijalno ili političko profitiranje od seksualne eksploatacije. Takođe, termin "seksualno zlostavljanje" podrazumeva stvarno ili zaprećeno nametanje seksualne prirode, bilo putem sile ili pod nejednakim ili prisilnim uslovima.*

### **Illegal Activity and Terrorism / Ilegalne aktivnosti i terorizam**

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The contract party represents and warrants that neither it nor any of its subcontractors are engaged in any sort of illegal activity.

*Ugovorna strana predstavlja i garantuje da ni ona niti bilo ko od njenih podugovarača nisu uključeni u bilo kakav vid nelegalnih aktivnosti.*

The contract party represents and warrants that neither it nor any of its subcontractors are engaged in any transactions with, and/or the provision of resources and support to, individuals and organizations associated with terrorism.

*Ugovorna strana predstavlja i garantuje da ni ona niti bilo ko od njenih podugovarača nisu uključeni u bilo kakvu transakciju sa, niti podržavaju i snabdevaju, pojedince i organizacije povezane sa terorizmom.*

### **Mines and Weapons / Mine i oružje**

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The contract party represents and warrants that neither it nor any of its subcontractors are actively and directly or indirectly engaged in any development, manufacturing, stockpiling or trade of anti-personnel mines and/or cluster munition, or components thereof, and of weapons including but not limited to firearms, chemical weapons, biological weapons and nuclear weapons.

*Ugovorna strana predstavlja i garantuje da ni ona niti bilo ko od njenih podugovarača nisu aktivno i direktno/indirektno uključeni u razvoj, proizvodnju, lagerovanje ili trgovinu anti-personalnim minama i/ili kasetnom municijom, ili njihovim komponentama, kao ni oružjem koje uključuje, ali nije ograničeno na, vatreno, hemijsko, biološko i nuklearno oružje.*

## Transport and Cargo / *Transport i tovar*

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If a provider of transport and cargo, the contract party represents and warrants that neither it nor any of its subcontractors are engaged in transport activities which initiate, sustain, and/or exacerbate conflict or other illegal activities. If a contract party is arranging transport, it should ensure that the transport provider has ethical standards in place and is not engaged in transport of illicit or illegal goods.

*Ukoliko obezbeđuje i transport i tovar, ugovorna strana predstavlja i garantuje da ni ona niti bilo ko od njenih podugovarača nisu uključeni u transportne aktivnoswti koje iniciraju, održavaju i/ili pogoršavaju konflikte ili druge nelegalne aktivnosti. Ukoliko ugovorna strana podugovara transport, treba da obezbedi da vršilac transporta ima definisane etičke standarde i da nije uključen u transport nezakonite ili nelegalne robe.*

Additionally, whenever air transport is required Help will give preference to providers who are not on the EU Safety Ban List<sup>4</sup>.

*Takođe, kad god je potreban transport, Help će prednost dati dobavljačima koji nisu na Listi bezbednosne zabrane EU.*

## Protection of the Environment / *Zaštita životne sredine*

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The contract party represents and warrants that neither it nor any of its subcontractors are violating any national or international environmental legislation and/or agreements.

*Ugovorna strana predstavlja i garantuje da ni ona niti bilo ko od njenih podugovarača ne krši ni jedan od nacionalnih ili međunarodnih ekoloških zakona i/ili sporazuma.*

The contract party represents and warrants that it and all of its subcontractors act in an environmentally responsible manner and addresses issues related to proper waste management, insuring recycling, conservation of scarce resources, and efficient energy use.

*Ugovorna strana predstavlja i garantuje da će se i ona i svi njeni podugovarači ponašati ekološki odgovorno i rešavati probleme u vezi odgovarajućeg upravljanja otpadom, recikliranja, očuvanja ograničenih resursa i efikasnog korišćenja resursa.*

## Transparency and Accountability / *Transparentnost i odgovornost*

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The contract party undertakes a duty of full disclosure of any relevant material at any time and at the sole discretion of Help in order for Help to examine any alleged breach of this Code of Conduct.

*Ugovorna strana preuzima obavezu potpunog obelodanjivanja svih relevantnih materijala koje Help po sopstvenom nahođenju može tražiti u svrhe procene potencijalnog prekršaja ovog Kodeksa ponašanja.*

## Affirmative statement / *Afirmativna izjava*

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**We hereby confirm that we have received, read, and understood Help's Code of Conduct for Contractors.**

***Ovim izjavljujemo da smo dobili, pročitali i razumeli Helpov Kodeks ponašanja za dobavljače.***

**We declare that we shall carry out our duties to comply with the abovementioned ethical principles and standards and work for the implementation thereof. This, to the highest professional standards and in the best interests of Help. We acknowledge that this commitment is not linked to the possibility for future contract awards. We declare that we are committed to apply the ethical principles and minimum standards throughout our commercial and procurement activities. We have in place, or are working towards having in place, procedures to ensure that ethical principles and standards are upheld by our staff and our contractors.**

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<sup>4</sup> [http://ec.europa.eu/transport/air-ban/list\\_en.htm](http://ec.europa.eu/transport/air-ban/list_en.htm)

***Izjavljujemo da ćemo sprovesti svoje dužnosti pridržavajući se gore navedenih etičkih principa i standarda tokom čitave implementacije. Svesni smo da ova obaveza nije povezana sa mogućnošću dodele budućih ugovora. Izjavljujemo da smo posvećeni primeni etičkih principa i minimalnih standarda u okviru svih naših komercijalnih aktivnosti i nabavke. Imamo usvojene procedure, ili radimo na usvajanju istih, koje obezbeđuju da se etički principi i standardi primenjuju od strane naših zaposlenih i podugovarača.***

**We are fully aware that any failure to sign and comply with this Code of Conduct for Contractors could lead to exclusion from the tender/procurement procedure and to the rejection of the bid/tender.**

***U potpunosti smo svesni da nepotpisivanje i nepridržavanje ovog Kodeksa ponašanja za dobavljače može voditi isključenju iz tenderske, odnosno procedure nabavke i odbijanja ponude/tendera.***

**We are also fully aware that unwillingness to cooperate with Help or serious violations of the Code of Conduct for Contractors will lead to termination of awarded contracts.**

***Takođe smo u potpunosti svesni da nespremnost za saradnju sa Helpom ili kršenje ovog Kodeksa ponašanja za dobavljače vodi raskidanju sklopljenih ugovora.***

Company name / Naziv firme:

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Full name and position of signatory

*Puno ime i pozicija potpisnika:*

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Date / Datum:

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Signature and stamp / Potpis i pečat:

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## Key International Conventions and Reference Documents / Ključne međunarodne konvencije i referentni dokumenti

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(All web links as accessed on 22 June 2016 / Svi internet linkovi navedeni kako su dati na dan 22.06.2016)

UN Universal Declaration of Human Rights, 1948 / *Univerzalna deklaracija o ljudskim pravima UN*;  
<http://www.un.org/en/universal-declaration-human-rights/>

European Convention on Human Rights, 1950 including all protocols to the convention / *Evropska konvencija o ljudskim pravima, 1950, uključujući sve protokole*  
[http://www.echr.coe.int/Documents/Convention\\_ENG.pdf](http://www.echr.coe.int/Documents/Convention_ENG.pdf)

ILO Declaration on Fundamental Principles and Rights at Work and its follow-up, 1998; (Annex revised 2010) / *ILO Deklaracija o fundamentalnim principima i pravima na poslu i njena nadogradnja, 1998; (Aneks revidiran 2010)*  
<http://www.ilo.org/declaration/thedeclaration/textdeclaration/lang--en/index.htm>

UN Convention on the Rights of the Child, 1990 / *UN Konvencija o pravima deteta, 1990*;  
[http://www.unicef.org.uk/Documents/Publication-pdfs/UNCRC\\_PRESS200910web.pdf](http://www.unicef.org.uk/Documents/Publication-pdfs/UNCRC_PRESS200910web.pdf)

The Rio Declaration on Environment and Development, 1992 / *Deklaracija o životnoj sredini i razvoju iz Rija, 1992*;  
[http://www.unesco.org/education/nfsunesco/pdf/RIO\\_E.PDF](http://www.unesco.org/education/nfsunesco/pdf/RIO_E.PDF)

Convention on the Prohibition of the Use, Stockpiling, Production and Transfer of Anti-Personnel Mines and on Their Destruction, adopted 1997, entry into force 1999 / *Konvencija o zabrani korišćenja, skladištenja, proizvodnje i transfera anti-personalnih mina i njihovom uništenju, usvojena 1997, važi od 1999*;  
[http://www.apminebanconvention.org/fileadmin/APMBC/text\\_status/Ottawa\\_Convention\\_English.pdf](http://www.apminebanconvention.org/fileadmin/APMBC/text_status/Ottawa_Convention_English.pdf)

Convention on Cluster Munitions, adopted 2008, entry into force 2010 / *Konvencija o Konvencija o kasetnoj municiji, usvojena 2008, važi od 2010*;  
<http://www.clusterconvention.org/files/2011/01/Convention-ENG.pdf>

The Ten Principles of the UN Global Compact / *Deset principa UN Global Compact-a*  
<https://www.unglobalcompact.org/what-is-gc/mission/principles>

Guidelines for the award of Procurement Contracts within the framework of Humanitarian Aid Actions financed by the European Union / *Smernice za dodelu ugovora o nabavci u okviru humanitarnih aktivnosti finansiranih od strane Evropske Unije*  
[http://ec.europa.eu/echo/files/partners/humanitarian\\_aid/Procurement\\_Guidelines\\_en.pdf](http://ec.europa.eu/echo/files/partners/humanitarian_aid/Procurement_Guidelines_en.pdf)

## ANEKS / ANNEX 2 - TEHNIČKA SPECIFIKACIJA + TEHNIČKA PONUDA / TECHNICAL SPECIFICATION + TECHNICAL OFFER

### Instructions/Instrukcije:

The tenderers are requested to complete the template on the next pages:

- Column 2 is completed by the Contracting Authority shows the required specifications (not to be modified by the tenderer),
- Column 3 is to be filled in by the tenderer and must detail what is offered (for example the words "compliant" or "yes" are not sufficient)
- Column 4 allows the tenderer to make comments on its proposed supply and to make eventual references to the documentation

The eventual documentation supplied should clearly indicate (highlight, mark) the models offered and the options included, if any, so that the evaluators can see the exact configuration. Offers that do not permit to identify precisely the models and the specifications may be rejected by the evaluation committee.

The offer must be clear enough to allow the evaluators to make an easy comparison between the requested specifications and the offered specifications

Od ponuđača se traži da popune formular na sledećim stranicama:

- Kolona 2 je popunjena od strane Ugovarača i prikazuje zahtevanu specifikaciju (ne sme biti modifikovana od strane ponuđača),
- Kolonu 3 popunjava ponuđač i mora detaljno navesti šta se nudi (na primer, reči "saglasno" ili "da" nisu dovoljne)
- Kolona 4 omogućava ponuđaču da dodatno pojasni ponuđeni artikal i da eventualno pruži informacije o dodatnoj dokumentaciji dostavljenoj za taj artikal

Priložena dodatna dokumentacija treba da pruži jasnu informaciju o ponuđenom modelu sa svim eventualnim opcijama ponude, ako ih ima, kako bi evaluatori mogli sagledati tačnu konfiguraciju/sastav/karakteristike. Ponude iz kojih se ne mogu precizno identifikovati modeli i specifikacije mogu biti odbijene od strane komisije za evaluaciju.

Ponuda mora biti dovoljno jasna da omogući evaluatorima lako upoređivanje traženih i ponuđenih specifikacija.

NAMEŠTAJ i KUĆNI APARATI / FURNITURE AND HOUSEHOLD APPLIANCES				
1. Broj artikla / Item number	2. Zahtevana specifikacija artikala / Specification required	3. Ponuđena specifikacija artiklala / Specification offered	4. Beleške, primedbe, referenca na dokumenta/Notes, remarks, ref to documentation	5. Beleška Evaluacione komisije / Evaluation Committees notes
1	Trpezarijski sto ~80x120 / Dining room table ~80x120			
2	Trpezarijska stolica - tapacirana / Dining Chair - upholstered			
3	Kuhinjski blok - donji element širina ~160cm (2x80cm), dubina ~60cm, visina ~85cm sa sudoperom i gornji element širina ~160cm (2x80cm), dubina ~30cm, visina ~ 70cm, jasen hrast ili bukva dezen / Kitchen block - lower element width ~160cm(2x80cm), depth ~60cm, height ~ 85cm with sink and upper element width ~160cm (2x80cm), depth ~30cm, height ~70cm, ash, oak or beech pattern			

1. Broj artikla / Item number	2. Zahtevana specifikacija artikala / Specification required	3. Ponudena specifikacija artiklala / Specification offered	4. Beleške, primedbe, referenca na dokumenta/Notes, remarks, ref to documentation	5. Beleška Evaluacione komisije / Evaluation Committees notes
4	Plakar trokrilni, visina~200cm, širina ~120cm, dubina ~50cm, jasen, hrast ili bukva dezen / Wardrobe, triple door, height ~200cm, width ~120cm, depth ~50cm, ash, oak or beech pattern			
5	Kauč, trosed, na razvlačenje, širina ~ 200cm / Sofa bed, three seats, width ~200cm			
6	Krevet ~200x90, puno drvo, lakirani bezbojnim lakom / Bed ~200x90, wooden, lacquered			
7	Krevet na sprat s mogućnošću rastavljanja 200x90 puno drvo, lakirani bezbojnim lakom/Bunk bed with the possibility of dismantling 200x90 solid wood, lacquered			
8	Madrac 200x90, debljina ~ 21cm, žičano jezgro, obostrano obložen filcom, sunđerom i štepanom navlakom / Mattresses 200x90, thickness ~ 21cm, innerspring, covered by felt, sponge and final cover on both sides			
9	Bračni krevet ~200x140, puno drvo, lakirani bezbojnim lakom / Double bed ~200x140, wooden, lacquered			
10	Madrac 200x140, debljina ~ 21cm, žičano jezgro, obostrano obložen filcom, sunđerom i štepanom navlakom / Mattresses 200x90, thickness ~ 21cm, innerspring, covered by felt, sponge and final cover on both sides			

1. Broj artikla / Item number	2. Zahtevana specifikacija artikala / Specification required	3. Ponuđena specifikacija artiklala / Specification offered	4. Beleške, primedbe, referenca na dokumenta/Notes, remarks, ref to documentation	5. Beleška Evaluacione komisije / Evaluation Committees notes
11	Veš mašina, kapacitet ~6 kg, 600-800 obrtaja / Washing machine, capacity ~ 6kg, 600-800 revolutions			
12	Električni šporet ~ 8 kW snage, ~50cm širine sa kablom i utikačem/Electric cooker ~ 8 kW power, ~ 50cm wide with cable and plug			
13	Samostalni kombinovani frižider sa zamrzivačem iznad frižidera, zapremina frižidera ~ 180 l, zapremina zamrzivača ~ 50 l, širina ~50cm / Combined refrigerator with freezer above refrigerator, refrigerator volume ~180 l, freezer volume ~ 50 l, width ~ 50 cm			
14	Šporet na čvrsto gorivo, snage ~9kW, širine ~80cm / Solid fuel stove, power~9kW, width~80cm			
15	Šporet na čvrsto gorivo, snage ~11kW, širine ~90cm / Solid fuel stove, power~11kW, width~90cm			

Datum / Date:

Potpis / Signature: \_\_\_\_\_

Pečat firme / Company stamp:



**ANEKS / ANNEX 3 - FINANSIJSKA PONUDA - FINANCIAL OFFER**

PSRB-148-20-23-FUR04		Naziv ponuđača / Name of tenderer:				
Broj artikla / Item number	Opis artikla / Item description	Ponuđena specifikacija (uključujući proizviđača/model) / Specification offered (including brand/ model)	Jedinica mere / Unit	Cena u EUR (bez PDV-a) po jedinici mere sa uključenim transportom / Price in EUR (without VAT) per unit including transportation	Tražena količina / Requested quantity	Ukupna cena bez PDV-a za traženu količinu / Total price without VAT for the requested quantity
1	Trpezarijski sto ~80x120 / Dining room table ~80x120		kom /pcs		6	
2	Trpezarijska stolica - tapacirana / Dining Chair - upholstered		kom /pcs		34	
3	Kuhinjski blok - donji element širina ~160cm (2x80cm), dubina ~60cm, visina ~85cm sa sudoperom i gornji element širina ~160cm (2x80cm), dubina ~30cm, visina ~70cm, jasen hrast ili bukva dezen / Kitchen block - lower element width ~160cm(2x80cm), depth ~60cm, height ~85cm with sink and upper element width ~160cm (2x80cm), depth ~30cm, height ~70cm, ash, oak or beech pattern		kom /pcs		5	
4	Plakar trokrilni, visina~200cm, širina ~120cm, dubina ~50cm, jasen, hrast ili bukva dezen / Wardrobe, triple door, height ~200cm, width ~120cm, depth ~50cm, ash, oak or beech pattern		kom /pcs		5	
5	Kauč, trosed, na razvlačenje, širina ~ 200cm / Sofa bed, three seats, width ~200cm		kom /pcs		16	
6	Krevet ~200x90, puno drvo, lakirani bezbojnim lakom / Bed ~200x90, wooden, lacquered		kom /pcs		2	
7	Krevet na sprat s mogućnošću rastavljanja 200x90 puno drvo, lakirani bezbojnim lakom/Bunk bed with the possibility of dismantling 200x90 solid wood, lacquered		kom /pcs		9	
8	Madrac 200x90, debljina ~ 21cm, žičano jezgro, obostrano obložen filcom, sunđerom i štepanom navlakom / Mattresses 200x90, thickness ~ 21cm, innerspring, covered by felt, sponge and final cover on both sides		kom /pcs		20	
9	Bračni krevet ~200x140, puno drvo, lakirani bezbojnim lakom / Double bad ~200x140, wooden, lacquered		kom /pcs		3	
10	Madrac 200x140, debljina ~ 21cm, žičano jezgro, obostrano obložen filcom, sunđerom i štepanom navlakom / Mattresses 200x90, thickness ~ 21cm, innerspring, covered by felt, sponge and final cover on both sides		kom /pcs		3	
11	Veš mašina, kapacitet ~6 kg, 600-800 obrtaja / Washing machine, capacity ~ 6kg, 600-800 revolutions		kom /pcs		12	
12	Električni šporet ~ 8 kW snage, ~50cm širine sa kablom i utikačem/Electric cooker ~ 8 kW power, ~ 50cm wide with cable and plug		kom /pcs		10	
13	Samostalni kombinovani frižider sa zamrzivačem iznad frižidera, zapremina frižidera ~ 180 l, zapremina zamrzivača ~ 50 l, širina ~50cm / Combined refrigerator with freezer above refrigerator, refrigerator volume ~180 l, freezer volume ~ 50 l, width ~ 50 cm		kom /pcs		14	

Broj artikla / Item number	Opis artikla / Item description	Ponuđena specifikacija (uključujući proizviđača/model) / Specification offered (including brand/ model)	Jedinica mere / Unit	Cena u EUR (bez PDV-a) po jedinici mere sa uključenim transportom / Price in EUR (without VAT) per unit including transportation	Tražena količina / Requested quantity	Ukupna cena bez PDV-a za traženu količinu / Total price without VAT for the requested quantity
14	Šporet na čvrsto gorivo sa pećnicom, snage ~9kW, širine ~80cm / Solid fuel stove with oven, power~9kW, width~80cm		kom /pcs		4	
15	Šporet na čvrsto gorivo sa pećnicom, snage ~11kW, širine ~90cm / Solid fuel stove with oven, power~11kW, width~90cm		kom /pcs		3	
					<b>Ukupno / Total:</b>	

Potpis / Signature:

Pečat firme / Company stamp:

Datum / Date:

## C. Tenderski obrazac (za ugovore o nabavci robe)

### *Tender Submission Form (Supply Contract)*

Naziv ugovora / *Contract title*: Nabavka nameštaja i kućnih aparata sa isporukom na 20 adresa krajnjih korisnika / *supply of furniture and household appliances with delivery to 20 addresses of the final beneficiaries*

Broj objave / *Publication reference*: : PSRB-156-24-25-FUR01

Help-Hilfe zur Selbsthilfe e.V.

Belgrade, 10.01.2025

#### 1. Dostavljen od / *Submitted by*:

INFORMACIJE O PONUĐAČU / TENDERER INFORMATION	
Naziv firme / <i>Company</i> (legal name)	
Ulica i broj / <i>Street name and no.</i>	
Grad / <i>City</i>	
Poštanski broj / <i>Postal code</i>	
Država / <i>Country</i>	
Broj telefona / <i>Phone no.</i>	
Email	
Website	
Direktor / <i>Director</i> (name)	
Kontakt osoba za ovaj ugovor / <i>Contact person for this contract</i>	

#### Član(ovi) konzorcijuma (ukoliko postoje) / *Consortium member(s) (if any)*

Firma / <i>Company</i> (legal name)*	Nacionalnost / <i>Nationality</i>

\*dodajte / obrišite redove za članove po potrebi / *add / delete additional lines for members as appropriate*

<b>OPŠTE INFORMACIJE O PONUĐAČU / GENERAL COMPANY INFORMATION</b>	
<p>Da li Vaša kompanija ima usvojenu politiku korporativne društvene odgovornosti -npr. vezanu za zdravlje / sigurnost na radu, ljudske resurse, energetska ili klimatsku politiku ili je član globalnog sporazuma? Molimo navedite koje.</p> <p><i>Does your company have CSR related policies in place – e.g. Health, Safety, HR, Energy or Climate policy or is a member of Global Compact? Please state which policies.</i></p>	
<p>Da li je Vaša kompanija sertifikovana? Navedite koje sertifikate posedujete.</p> <p><i>Is your company certified? Please state which.</i></p>	
<p>Da li Vaša kompanija usvojila Pravila ponašanja?</p> <p><i>Does your company have a Code of Conduct?</i></p>	

## 2. Ekonomski i finansijski kapacitet / Economic and financial capacity

Molimo popunite sledeću tabelu sa finansijskim podacima na osnovu vaših godišnjih izveštaja i vašim aktuelnim projekcijama. Ukoliko poslednji godišnji izveštaji jos uvek nisu dostupni za tekuću ili prošlu godinu, molimo vas da unesete vase aktualne procene u kolonu označenu sa \*\*. Iznosi u svim kolonama treba da budu računati na istom principu, da omoguće direktno poređenje po godinama (ili, ukoliko je osnova ili način obračuna promenjeno, da navedete objašnjenje promene u okviru fusnote). Takođe bilo kakvo pojašnjenje za koje smatrate da je neophodno takođe može biti dodato. *Please complete the following table of financial data<sup>1</sup> based on your annual accounts and your latest projections. If annual closed accounts are not yet available for the current year or past year, please provide your latest estimates in the columns marked with \*\*. Figures in all columns must be calculated on the same basis to allow a direct, year-on-year comparison to be made (or, if the basis has changed, an explanation of the change must be provided as a footnote to the table). Any clarification or explanation which is judged necessary may also be provided.*

<sup>1</sup> Ukoliko se ponuda podnosi od strane konzorcijuma, podaci u tabeli iznad treba da budu zbir svih iznosa iz odgovarajućih tabela u izjavama svih članova konzorcijuma-pogledati član 7 ovog tenderskog obrasca za ugovore o nabavci / If this application is submitted by a consortium, the data in the table above must be the sum of the data in the corresponding tables in the declarations provided by the consortium members — see point 7 of this tender form.

Finansijski podaci / Financial data	2 godine pre prošle godine / 2 years before last year <sup>2</sup> 2021 €	Godina pre prošle godine / Year before last year 2022 €	Prošla godina / Last year 2023 €	Prosek / Average <sup>3</sup> €	Tekuća godina / Current year € <sup>**</sup>
Godišni promet / Annual turnover					

### 3. Ljudski resursi / Staff resources

Molimo Vas navesti sledeće podatke o zaposlenima za tekuću i dve prethodne godine /  
Please provide the following personnel statistics for the current year and the two previous years.

Radna snaga / Annual manpower	Prethodna godina / Year before past year		Prošla godina / Past year		Tekuća godina / Current year		Prosek za period / Period average	
	Ukupno Overall	Odgovarajuća oblast / Relevant fields <sup>4</sup>	Ukupno Overall	Odgovarajuća oblast / Relevant fields	Ukupno Overall	Odgovarajuća oblast / Relevant fields	Ukupno Overall	Odgovarajuća oblast / Relevant fields
Stalno zaposleni / Permanent staff								
Ostali zaposleni / Other staff								
Ukupno / Total								
Stalno zaposleni u odnosu na ukupni broj zaposlenih / Permanent staff as a proportion of total staff (%)	%	%	%	%	%	%	%	%

### 4. Oblast specijalizacije / Fields of specialisation

<sup>2</sup> Prošla godina = prošla obračunska godina za koju je izveštaj zatvoren / Last year=last accounting year for which the entity's accounts have been closed.

<sup>3</sup> Iznos u koloni Prosek mora biti aritmetička sredina iznosa u tri prethodne kolone istog reda. / Amounts entered in the 'Average' column must be the mathematical average of the amounts entered in the three preceding columns of the same row.

<sup>4</sup> Koji odgovara relevantnoj specijalizaciji navedenoj pod tačkom 4 ispod. / Corresponding to the relevant specialisms identified in point 4 below.

Molimo vas da u dole navedenoj tabeli navedete **specijalnosti koje su relevantne za ovaj ugovor**, za svako pravno lice koje je učestvovalo u pravljenju ove ponude, koristeći imena tih specijalnosti kao imena redova i imena pravnih lica kao imena kolona. Obeležite relevantne specijalnosti svakog pravnog lica postavljanjem znaka (✓) u polju koje odgovara onoj specijalnosti u kojoj pravno lice ima značajno iskustvo. **[Maksimalno 10 specijalnosti]**

*Please use the table below to indicate the **specialisms relevant to this contract** of each legal entity making this tender, by using the names of these specialisms as the row headings and the name of the legal entity as the column headings. Show the relevant specialism(s) of each legal entity by placing a tick (✓) in the box corresponding to those specialisms in which the legal entity has significant experience. **[Maximum 10 specialisms]***

	Ponuđač / <i>Tenderer</i>	Član / <i>Member 1</i>	Član / <i>Member 2</i>	Član / <i>Member 3</i>
Relevantna specijalnost / <i>Relevant specialism 1</i>				
Relevantna specijalnost / <i>Relevant specialism 2</i>				
Itd / Etc ... <sup>5</sup>				

## 5. Iskustvo / *Experience*

Molimo vas da popunite tabelu ispod navodeći odgovarajuće iskustvo i prošle realizovane ugovore o nabavci slične prirode sprovedene u toku protekle 3 godine i informacije o ostalim ugovorima koji se trenutno realizuju i/ili buduće ugovorene obaveze uključujući detalje o aktuelnom i stvarnom angažovanju u svakom od tih ugovora. Dodatni dokumenti mogu biti priključeni format ispod. Navesti maksimalno **15** nabavki.

*Include details of the experience and past performance on contracts of a similar nature within the past three years and information on other contracts in hand and/or future commitments including details of the actual and effective participation in each of such contracts. Additional documents can be attached to the format below. The number of references must not exceed **15** for the entire tender.*

REFERENCE / <i>REFERENCES</i>					
Naziv i država kupca / <i>Name and country of customer</i>	Vrsta ugovora / <i>Type of contract</i>	Ukupna vrednost nabavke / <i>Overall supply value by legal entity (EUR)</i>	Datum / <i>Dates</i>	Kontakt / <i>Contact name</i>	Telefon / fax i e-mail / <i>Phone/fax and email</i>

<sup>5</sup> Dodajte/obrišite dodatne kolone i/ili redove po potrebi. *Add/delete additional lines and/or rows as appropriate.*

## 6. Važnost ponude /Validity

Ponuda je važeća u periodu od 60 dana od datuma krajnjeg roka za podnošenje ponuda.

*The offer is valid for a period of 60 days from the final date for submission of tenders.*

## 7. IZJAVA PONUĐAČA / DECLARATION OF THE TENDERER

Nakon pažljivog čitanja i pregleda vašeg tenderskog dosijea br.: PSRB-156-24-25-FUR01 za nabavku **nameštaja i kućnih aparata**, od 10.01.2025. godine, mi ovim prihvatamo da izvršimo i završimo nabavku robe u svemu prema uslovima navedenim u tenderskom dosijeu za iznos naveden u našoj finansijskoj ponudi.

*After having read and examined your Tender dossier No. PSRB-156-24-25-FUR01 for supply of **furniture and household appliances** dated on 10.01.2025, I/we hereby offer to execute and complete the supply in conformity with all conditions set in the Tender dossier for the sum indicated in our financial proposal.*

Naša finansijska ponuda za nabavku je sledeća / *Our financial proposal for the supply is as follows:*

	Iznos / Amount (EUR)*
<b>Ukupna cena ponude/ Total offer price</b>	
*Ukupna cena bez PDV-a / total price without VAT	

U slučaju da nam bude dodeljen ugovor odobrićemo popust u iznosu od .....% /

*in the event of our being awarded, we will grant a discount of .....%*

Dalje, ja/mi ovim / *Further, I/we hereby:*

- Prihvatamo, bez ograničenja, sve odredbe Tenderskog dosijea uključujući Opšte odredbe i uslove za ugovore o nabavci uključujući i sve anekse.  
*Accept, without restrictions, all the provisions in the Tender Dossier including the General Terms and Conditions for Supply Contracts and the draft Supply Contract including all annexes.*
- Prihvatamo da izvedemo sve isporuke opisane u Tehničkoj specifikaciji -Aneks 2 i finansijskoj ponudi - Aneks 3 u slučaju da nam Ugovarač dodeli ugovor.  
*Provided that a contract is issued by the Contracting Authority I/we hereby commit to perform all deliveries described in the Technical Specification-Annex 2 and Budget breakdown-Annex 3.*
- Potvrđujemo usaglašenost sa kriterijumima podobnosti iz člana 16 Opštih odredbi i uslova za ugovore o nabavci aneksa 1.  
*Certify and attest compliance with eligibility criteria of article 16 of the General Terms and Conditions for Supply Contracts in Annex 1.*
- Potvrđujemo usaglašenost sa Help-ovim Pravilima ponašanja za dobavljače iz aneksa 1A.  
*Certify and attest compliance with the Help Code of Conduct for Contractors in Annex 1A*

Ponuđač je saglasan da čuva u poverenju sve informacije ili dokumenta koja su mu poverena, predložena ili pripremljena u toku ili kao rezultat njegovog učešća u gorenavedenoj proceduri kupovine i saglasan je da će ih koristiti samo u svrhu ove procedure.

*The Tenderer agrees to hold in trust and confidence any information or documents disclosed to it, discovered by it or prepared by it in the course of or as a result of its participation in the above-mentioned procurement procedure, and agrees that it shall be used only for the purposes of this procedure.*





Gornja izjava će postati sastavni deo ugovora i lažno predstavljanje činjenica će biti osnov za raskid ugovora.

*The above declarations will become an integrated part of the Contract and misrepresentation will be regarded as grounds for termination.*

Datum, potpis i pečat / *Date, signature and stamp:*

---

Potpisano od / *Signed by:*

## **D. Declaration for Candidates, Tenderers or Suppliers**

### **Izjava o podobnosti za kandidate, ponuđače ili dobavljače**

#### **Confidentiality / Poverljivost**

---

*The Candidate/Tenderer agrees to hold in trust and confidence any information or documents disclosed to it, discovered by it or prepared by it in the course of or as a result of its participation in the above-mentioned procurement procedure, and agrees that it shall be used only for the purposes of this procedure.*

Kandidat / Ponuđač je saglasan da čuva u poverenju sve informacije ili dokumente koji su mu povereni, otkriveni ili pripremljeni u toku ili kao rezultat njegovog učešća u gorepomenutom postupku nabavke i saglasan je da će ih koristiti isključivo u svrhu ovog postupka.

#### **Eligibility / Podobnost**

---

I / We hereby declare that **[full name of the Candidate, Tenderer or Supplier]**

Ja / Mi ovim izjavljujemo da **[pun naziv Kandidata, Ponuđača ili Dobavljača]**

- (a) *is (a) is not subject to any conflict of interest in the ongoing procurement procedure for this contract PSRB-156-24-25-FUR01 with other commitments or contracts recently concluded or to be concluded either individually or through any consortium to which it might belong or through any subsidiary or related company;*

nisam(nismo) u situaciji konflikta interesa u tekućoj proceduri nabavke po ovom ugovoru : PSRB-156-24-25-FUR01 a u vezi drugih obaveza ili ugovora koji su nedavno zaključeni ili koji tek treba da budu zaključeni bilo individualno ili kroz bilo koji konzorcijum kome možemo pripadati, kroz bilo koju ispostavu ili povezanu kompaniju;

- (b) *is not bankrupt or being wound up or having its affairs administered by the courts. It has not entered into an arrangement with creditors or suspended business activities and is not the subject of proceedings concerning those matters. Neither is it in any analogous situation arising from a similar procedure provided for in national legislation or regulations;*

nisam(nismo) u stečaju ili likvidaciji, mojim(našim) poslovanjem ne upravljaju sudovi, nisam(nismo) ušao u aranžmane sa poveriocima, suspendovao poslovne aktivnosti ili sam u postupku u vezi navedenog. Osim toga nisam(nismo) ni u bilo kakvoj sličnoj situaciji koja proističe iz sličnih procedura definisanih nacionalnim zakonodavstvom ili propisima;

- (c) *has never been convicted of any offence concerning its professional conduct by a judgment which has the force of res judicata;*

nikada nisam(nismo) pravosnažno osuđen za prekršaj u vezi profesionalnog ponašanja;

- (d) *has never been proven guilty of any grave professional misconduct;*

nikada nisam(nismo) proglašen krivim za težak profesionalni prekršaj;

- (e) *has never failed to fulfil its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the applicable legal provisions of the country in which the Tenderer/Candidate/Supplier is established or with those of the country of the Contracting Authority or those of the country where the contract is to be performed;*

nikada nisam(nismo) bio u situaciji da ne ispunim obaveze u vezi plaćanja poreza i doprinosa za socijalno osiguranje u skladu sa relevantnim lokalnim zakonodavstvom zemlje u kojoj je ponuđač/kandidat/dobavljač osnovan ili zemlje u kojoj će ugovor biti realizovan;

- (f) *has never been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity, including coercive or collusive activities, detrimental to the Contracting Authority or the European Union's financial interests;*

nikada nisam(nismo) pravosnažno osuđen za prevaru, korupciju, učešće u kriminalnim organizacijama ili bilo kojim drugim ilegalnim aktivnostima, uključujući prisilu ili tajne aktivnosti štetne po Ugovarača ili finansijske interese Evropske Unije;

- (g) *is not currently subject to an administrative penalty*

nisam(nismo) trenutno pod administrativnom kaznom

- (h) *is not currently subject to any administrative penalty imposed by an EU funded donor, by a UN Agency or by any other of the Contracting Authority's donors or partners for:*

trenutno nisam(nismo) pod administrativnom kaznom od strane donatora koga finansira EU, neke od UN agencija ili bilo kog drugog donatora ili partnera Ugovarača iz sledećih razloga:

- (i) *being found guilty of misrepresentation in supplying the information required as a condition of participation in a procurement procedure or failing to supply this information; or*  
proglašen krivim za iznošenje netačnih informacija koje su tražene kao uslov za učešće u proceduri nabavke, ili neobezbeđivanje ovih informacija; ili

- (ii) *being declared in serious breach of contract for failure to comply with the contractual obligations.*  
Proglašen krivim za težak prekršaj ugovora iz razloga kršenja ugovornih obaveza

## **Data Protection / Zaštita podataka**

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*I / We hereby declare that we agree to the Contracting Authority processing personal data in the context of the procurement process and any contractual agreements that might result out of it. According to article 15 GDPR (General Data Protection Regulation), you have the right to request disclosure of all personal data, that the Contracting Authority processes and stores at any time. According to article 17 GDPR you have the right to request the revision or deletion of personal data. Any such requests or the revocation of this declaration need to be addressed to the Contracting Authority in writing.*

Ja/ Mi ovim izjavljujemo da smo saglasni da Ugovarač obrađuje lične podatke u svrhu postupka nabavke i svih ugovornih sporazuma koji bi iz toga mogli proizići. Prema članu 15 OUZP (Opšte uredbe o zaštiti podataka), imate pravo da zahtevate otkrivanje svih ličnih podataka koje Ugovarač obrađuje i čuva u bilo kom trenutku. Prema članu 17 OUZP imate pravo da zahtevate reviziju ili brisanje ličnih podataka. Bilo koji takav zahtev ili opoziv ove izjave potrebno je uputiti Ugovaraču u pisanoj formi.

*Company name / Naziv firme:*

*Full name and position of signatory / Puno ime i pozicija potpisnika:*

*Date / Datum:*

*Signature and stamp / Potpis i pečat:*

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**FINANCIAL IDENTIFICATION / FINANSIJSKA IDENTIFIKACIJA**

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form. / Molimo Vas da prilikom popunjavanja obrsca koristite VELIKA LATINIČNA SLOVA.

<b>BANKING DETAILS / DETALJI BANKOVNOG RAČUNA ①</b>	
<b>ACCOUNT NAME /</b> Naziv računa ② <b>IBAN/ACCOUNT NUMBER /</b> broj računa ③ <b>CURRENCY/ Valuta</b>	
<b>BIC/SWIFT CODE/šifra</b>	<b>BRANCH CODE/</b> šifra poslovnice ④
<b>BANK NAME / Naziv</b> banke	<b>ADDRESS OF BANK BRANCH /Adresa poslovnice banke</b>
<b>STREET &amp; NUMBER /</b> Ulica i broj	
<b>TOWN/CITY / Grad</b>	<b>POSTCODE</b> Broj pošte
<b>COUNTRY / Država</b>	

<b>ACCOUNT HOLDER'S DATA / Podaci vlasnika računa</b>	
<b>AS DECLARED TO THE BANK /kao što je prijavljeno banci</b>	
<b>ACCOUNT HOLDER</b> Vlasnik računa <b>STREET &amp; NUMBER</b> Ulica i broj	
<b>TOWN/CITY / Grad</b>	<b>POSTCODE</b> Broj pošte
<b>COUNTRY / Država</b>	

<b>REMARK</b> Napomena	
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<b>BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE</b> PEČAT BANKE + POTPIS PREDSTAVNIKA BANKE ⑤

<b>DATE (Obligatory)/ Datum (obavezno)</b>

<b>SIGNATURE OF ACCOUNT HOLDER (Obligatory)</b> POTPIS VLASNIKA RAČUNA (obavezno)

- ① Enter the final bank data and not the data of the intermediary bank.
- ② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.
- ③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established
- ④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- ⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.