

**SEISMOLOGICAL INSTITUTEOF THEREPUBLICOF SERBIA**

**Tašmajdanski park bb, Belgrade**

**TENDER DOCUMENTATION**

**FOR PUBLIC PROCUREMENT**

**NUMBER P - 01/2018**

**Reparation of 2 Digital recorders of seismic signals - Wave 24 type – device for seismic monitoring within acquisition system of the Serbian National Seismic Network**

|  |  |
| --- | --- |
| **Deadline for bids submission:** | **November 19, 2018 until 10:00**  |
| **Public opening:** | **November 19, 2018 at 12:30** |

Belgrade, November 2018

Pursuant to Article 36 paragraph 1 item 2 and Article 61 of the law on Public procurements (Official Gazette of the Republic of Serbia, no. 124/12, 14/15 and 68/15, hereinafter referred to as: the Law), Article 5 of the Rulebook on Compulsory Elements of Tender Documentation in Public Procurement Procedures and Method of Evidence of Fulfillment of Requirements (the Official Gazette of the Republic of Serbia, no. 86/15), Opinion of the Public procurement Office No.:404-02-4484 of 8.11. 2018, Decision on initiation of public procurement procedure, No.01-573/2018 of 8.11. 2018 Decision on establishment of the Public Procurement Commettee No P - 01/2018, No.: 01-574/2018 of 8.11. 2018, the following:

**TENDER DOCUMENTATION**

**In negotiation procedure without announcement of invitation to bid**

**in the Public procurement – Reparation of 2 Digital recorders of seismic signals - Wave 24 type – device for seismic monitoring within acquisition system of the Serbian National Seismic Network**

**PP number P - 01/2018**

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1. **PUBLIC PROCUREMENT GENERAL DATA**

**Contracting authority’s name, address and web page:** Seismological Instituteof theRepublicof Serbia, Tašmajdanski park bb, web page: www.seismo.gov.rs

**Type of negotiation procedure type and basis of its implementation** – Negotiation procedure without public announcement to bid, pursuant Article 36, paragraph 1, item 2 of the Law on Public Procurement (“Official Gazette of the Republic of Serbia”, No.124/12, 14/15 and 68/15).

**Public procurement subject:** Subject ofthe Public procurement No P- 01/2018 is procurement of services.

**Purpose of public procurement:** Procedure is conducted for the conclusion of a contract on public procurement of services of Reparation of 2 Digital recorders of seismic signals - Wave 24 type.

**Contact person:** Dejan Valčić, every working day from 7:30 – 15:30; E-mail dejan.valcic@seismo.gov.rs

1. **PUBLIC PROCUREMENT SUBJECT DATA**

**Public procurement subject -** Subject of public procurement no. P-01/2018 is procurement of services of Reparation of 2 Digital recorders of seismic signals - Wave 24 type.

**Name and label from Common procurement dictionary**: 50430000 - Repair and maintenance services of precision equipment.

1. **TYPE, TECHNICAL CHARACTERISTICS (SPECIFICATION)**

 Serbian National Seismic Network consists of 22 remote seismic stations. Digital recorder is the integral part of each station. The Seismological Institute has acquired these devices from its own resources several times. Sometimes devices were also provided by donations made within different international projects. Since Digital recorders Wave 24 do not function and it is impossible to rectify them in Serbia, the reparation has been agreed in the contacts made with their manufacturer in order to enable their further use.

 Therefore, the following services should be preformed in order to provide technical performances required for the telemetric acquisition system of Serbian National Seismic Network, i.e. to enable the following functions and parameters of the above devices:

* High precision three-channel analogue and digital conversion with software for signal enhancement selecting option,
* Synchronisation of local clock device to external GPS receiver,
* Differential input and sensitivity around 20nV/count at unit enhancement,
* Dynamic range around 135 dB at sampling rate of 100sps,
* Operating temperature: from -40 to + 70 º C,
* Internal memory card with data in Seed-Steim2 format.

The services which are a subject of this Public procurement should be performed in line with current national and international standards valid for this type of services.

**4.** **CONDITIONS FOR PARTICIPATION IN PROCUREMENT AS PER ARTICLE 75**

 **OF THE LAW AND INSTRUCTIONS HOW TO PROVE COMPLIANCE WITH**

 **REQUIRED CONDITIONS**

The Bidder is obliged to prove compliance with following **mandatory conditions** for participation in Public procurement, set forth in Article 75 of the law on Public Procurement:

**4.1. MANDATORY CONDITIONS FOR PARTICIPATING IN THE PROCEDURE:**

**1)** that the Bidder is registered with the competent body, or entered in the appropriate register;

**2)** that the Bidder and its legal representative have not been convicted of a criminal act as a part of organized criminal organization, of a criminal act against commerce, environment, giving or accepting bribe, committing fraud;

**3)** that the Bidder has paid due taxes, contributions and other forms of public charges according to the laws of the Republic of Serbia or a foreign country if his head-quarters are on its territory;

**4)** that the bidder has the valid approval for the performance of the specific activity which is the subject of public procurement;

**5)** that the Bidder complies with the obligations arising from applicable regulations concerning protection at work, hiring and working conditions, environmental protection, as well as that he is not prohibited from performance of the specific activity, when submitting the bid.

**4.2. INSTRUCTION HOW TO CONFIRM COMPLIANCE WITH MANDATORY CONDITIONS:**

The bidder shall confirm compliance with mandatory conditions for participation in public procurement by submitting following evidence in addition to the bid:

***Legal entity:***

**1)** Excerpt from Business Register Agency, or the excerpt from the competent Commercial court register; for foreign Bidders: Approval of the competent authority of the country where company has its own head office; **Annex 1**

**2)** Excerpt from penalty record, or the Certificate of the competent court and police department of the Ministry of Internal Affairs that he and his legal representative have not been convicted of a criminal act as a part of organized criminal organization, of a criminal act against commerce, environment, giving or accepting bribe, committing fraud; **Annex 2**

For domestic bidders:

* Excerpt from penalty record of the competent court of domestic legal entity head office, i.e head office of the foreign legal entity representative or branch;
* Excerpt of penalty record of the Special Department for Organized Crime of the Higher Court in Belgrade;
* Excerpt from penalty record of the Police department of the Ministry of Internal Affairs for legal representative – application for this approval may be filed at the place of birth, but also at the place of residence.

If there are several legal representatives, the excerpt from penalty records for each of them should be submitted.

**For foreign Bidders: Approval of the competent authority of the country where company has its own head office.**

**3)** Approval of the competent tax authority – the Ministry of Finance and Economy, that the bidder has settled all due taxes and other public taxes and Approval of the competent local self-government that he has settled liabilities based on their own local public revenues; For foreign Bidders: Approval of the competent tax authority of the country where company has its own head office; **Annex 3**

**4)** Statement pursuant Article 75, paragraph 2 of the Law – **Form No. 5**

**Evidence under items 2) and 3) cannot be older than two months prior to the opening of Bids.**

***Enterpreneur:***

**1)** Excerpt from Business Register Agency, or the excerpt from the competent register;

**2)** Excerpt from penalty record, or the Certificate of the competent police department of the Ministry of Internal Affairs that he has not been convicted of a criminal act as a part of organized criminal organization, of a criminal act against commerce, environment, giving or accepting bribe, committing fraud;

For domestic Bidders:

* Excerpt from penalty record of the competent Police department of the Ministry of Internal Affairs – application for this approval may be filed at the place of birth, but also at the place of residence.

For foreign Bidders: Approval of the competent authority of the country where company has its own head office;

**3)** Approval of the competent tax authority – the Ministry of Finance and Economy, that the bidder has settled all due taxes and other public taxes and Approval of the competent local self-government that he has settled liabilities based on their own local public revenues; For foreign Bidders: Approval of the competent tax authority of the country where company has its own head office.

**4)** Statement pursuant Article 75, paragraph 2 of the Law. **Form No. 5**

**Evidence under items 2) and 3) cannot be older than two months prior to the opening of Bids.**

***Physical entity:***

**1)** Excerpt from penalty record, or the Certificate of the competent police department of the Ministry of Internal Affairs that he has not been convicted of a criminal act as a part of organized criminal organization, of a criminal act against commerce, environment, giving or accepting bribe, committing fraud;

For domestic Bidders:

* Excerpt from penalty record of the competent Police department of the Ministry of Internal Affairs – application for this approval may be filed at the place of birth, but also at the place of residence.

За стране понуђаче потврда надлежног органа државе у којој има седиште;

**2)** Approval of the competent tax authority – the Ministry of Finance and Economy, that the bidder has settled all due taxes and other public taxes and Approval of the competent local self-government that he has settled liabilities based on their own local public revenues; For foreign Bidders: Approval of the competent tax authority of the country where company has its own head office.

**3)** Statement pursuant Article 75, paragraph 2 of the Law – **Form No. 5**

**Evidence under items 2) and 3) cannot be older than two months prior to the opening of Bids.**

**NOTE: Pursuant to Article 78, paragraph 5 of the Public Procurement Law, the bidder registered in the Register of Bidders kept by the Business Registers Agency competent for registration of business entities (Legal Entities and Entrepreneurs) shall not be obliged to submit evidence on the fulfillment of the mandatory requirements stipulated by Article 75, paragraph 1, items 1 to 4 of the Law.**

**If the country which the bidder has a head office in does not issue the evidence from Article 77 of the Law, the bidder may, instead of evidence, enclose his written statement under material and criminal liability, certified by a court or an administrative body, notary public or other competent authority of that state.**

**ALL SUBCONTRACTORS AND MEMBERS OF A BIDDERS’ GROUP MUST COMPLY WITH THESE CONDITIONS**

Each bidder must comply with mandatory conditions set forth in Article 75, paragraph 1, item 1) to 4) of the Law by submitting the valid aforementioned evidence.

Each bidder from a bidders’ group submitting a joint bid must comply with mandatory conditions set forth in Article 75, paragraph 1, item 1) to 4) of the Law, by submitting the valid aforementioned evidence.

**5. CONTRACT ELEMENTS TO BE NEGOTIATED ON AND THE MANNER OF NEGOTIATION**

“The price” is the element to be negotiated on.

The Contracting authority shall ensure in the course of negotiated procedure that the contracted price does not exceed the comparable market price.

The opening procedure shall be carried out after the bid opening and expert evaluation of the bid, in presence of the Public procurement Committee and authorized bidders' representatives if submitted bid is correct and appropriate.

Negotiation procedure shall be carried out in two stages:

* **In the first stage** the Committeeshall invite an authorized representatives to orally declare whether they stick to the offered price or they are ready to lower it;
* **In the second stage,** the bidder's authorized representatives will be invited to offer their last price based on price and expenses analysis, whereby he will be entitled to stick to the offered price or to lower it.

The contracting authority shall keep Minutes on negotation.

All possible remarks made by the Bidder's authorized representative relating to the negotation procedure shall be enetered into Minutes.

If the Bidder's authorized representative refuses to sign the Minutes on negotiations, he must state reasons of such refusal.

**6. INSTRUCTIONS TO BIDDERS HOW TO PREPARE THEIR BIDS**

Instruction for bid preparation contains requirements of the Contracting authority in terms of the bid content and conditions under which public procurement procedure is conducted.

Bidders are required to fulfill all conditions for participation in procurement procedure, outlined in the Law and this Tender documentation. The bid shall be prepared and submitted in manner fully compliant with tender documentation and invitation to submit bids. Otherwise, the bid shall be rejected as unacceptable.

Type, technical characteristics (specifications), quality and quantity of the public procurement subject is given in Section 3 of Tender documentation.

## 5.1 LANGUAGE OF THE PUBLIC PROCUREMENT PROCEDURE

 The Contracting authority has prepared Tender documentation in Serbian language and the public procurement procedure shall be carried out in Serbian language. Tender documentation was also prepared in English language.

 The Bid with annexes must be prepared in Serbian language and exceptionaly in English language if the Bidders head office is located in foreign state.

## 5.2 BID AND BID FORM PREPARATION MANNER

The Bidder is obligated to prepare the Bid, by inserting clearly and unambiguously, by hand, typed on computer or typewriter, the requested data in the forms or according to forms that are an integral part of the tender documentation and to verifiy them by the stamp and signature of the legal representative, another representative enrolled in the register of the competent authority or person authorized by the legal representative (the authorization should be submitted with the bid).

The Bid form must contain: total VAT exclusive price, total VAT inclusive proce, bid validity deadline and other elements contained in the Bid form.

 All the documents submitted in the Bid shall be bound together and closed so they cannot be additionally added, excluded or exchanged by separate sheets, annexes without damaging the sheets or seal.

The Bid is submitted together with evidence on compliance with mandatory conditions from Tender documentation, personally or by mail, in the closed and sealed envelope in such manner that during bid opening it can be determined with certainty that it is being opened for the first time, to the address: Seismological Instituteof theRepublicof Serbia, Tašmajdanski park bb, Belgrade, PO Box 16 – with note: “Bidfor Public Procurement of services - **Reparation of 2 Digital recorders of seismic signals - Wave 24 type – device for seismic monitoring within acquisition system of the Serbian National Seismic Network, PP No P-01/2018- DO NOT OPEN“.**

## 5.3 BID SUBMITTING, CHANGE, AMENDMENT AND WITHDRAWAL

 Bidder can submit only one bid.

Bidders are entitled to submit their bids individually, with the Bidders group or with Subcontractor.

Bidder who has submitted bid individually cannot participate in the joint bid or as the subcontractor at the same time. If the Bidder fails to comply with the above instruction, his bid will be rejected.

The Bidder can be the member of only one group of bidders submitting the joint bid, i.e. participate in only one joint bid. If the Bidder participating in the group of bidders submitted two or more joint bids, the Contracting authority shall reject such bids.

Submission of the joint bid by the group of bidders, whereas the group or one or more members of the group intend to entrust execution to Subcontractor is not allowed.

Within the bid submission deadline, the Bidder shall be entitled to make changes of or amendments to the already submitted bid, in writing, delivered to the Contracting Authority’s address, with note: “CHANGE of /AMENDMENT to the Bid for the Public procurement of services: **“Reparation of 2 Digital recorders of seismic signals - Wave 24 type – device for seismic monitoring within acquisition system of the Serbian National Seismic Network, PP No P-01/2018- DO NOT OPEN“.**

In the case of change of or amendment to the submitted Bid, when making expert evaluation of the bid, the Contracting authority shall be entitled to consider these changes and amendments only if they are made completely and in compliance with the form to which such change or amendment is related.

Within the bid submission deadline, the Bidder shall be entitled to withdraw already submitted bid, in writing, delivered to the Contracting Authority’s address, with note WITHDRAWAL of the Bid for the Public procurement of services: **“Reparation of 2 Digital recorders of seismic signals - Wave 24 type – device for seismic monitoring within acquisition system of the Serbian National Seismic Network, PP No P-01/2018- DO NOT OPEN“.**

In the case of the bid withdrawal before the expiry of the deadline for bid submission, Contracting Authority shall not open such a bid and he shall return it tothe bidder after the Minutes on takeover is signed.

## 5.4 LOTS

The subject matter Public procurement is not shaped in several lots.

## 5.5 BID VARIANTS

Bid variants are not allowed.

## 5.6 DEADLINE FOR BID SUBMISSION AND BID OPENING

 Bids shall be considered timely if received by Contracting authority within **15 November 2018**, **not later than 10:00**, regardless of submission manner.

Notice on initiation of negotiation procedure without announcement of public invitation to bid was published on 19. **November 2018**, on the Public Procurement Portal, website of the Contracting authority and delivered to the entity performing activity which is the subject of the public procurement: **MICROSTEP-MIS, SPOL.S.R.O. Čavujskeho 1, with headquarters Bratislava, Slovak Republic**.

 If the bid was submitted after the expiry of the deadline for bid submission defined in the Invitation to bid and Tender documentation, it will be considered as untimely submitted, while the Contracting authority shall return such bid without opening, after the bid opening procedure, with note that the bid was untimely submitted.

 The Public procurement Committee shall perform the opening of received bids timely and conduct negotiation procedure on **19 November 2018, at 10:30** in the Contracting authority’s premises: Belgrade, Tašmajdanski park bb, office No. 2.

 Bidders’ representatives participating in the bid opening procedure shall prior to the public bid opening procedure submit a power of attorney in writing for the participation in this procedure to the Public Procurement Committee issued on the Bidder’s letterhead, filed, sealed and signed by the Bidder’s authorized person.

Public Procurement Committee shall take minutes of the bid opening containing the data stipulated by the Law.

Minutes of the bid opening are signed by members of the Committee and authorized bidder’s representatives who will take over the copy of the Minutes

## 5.7 SUBCONTRACTORS

If the Bidder indicates in his bid that he will entrust a partial execution of the procurement to the subcontractor, he is obliged to indicate the subcontractor’s name and if the contract is concluded between the Contracting authority and the bidder, the subcontractor shall be named in the contract.

 The bidder he is obliged to indicate percentage of the total bid value that is going to be entrusted to the subcontractor, which cannot be over 50%, as well as the part of the procurement that will be performed by the subcontractor.

A bidder is obliged to, upon the Contracting authority request, provide him access to subcontractors, in order to determine fulfillment of the required conditions.

Each subcontractor engaged by the Bidder must comply with mandatory conditions set forth in Article 75, paragraph 1, item 1) to 4) of the Law, which is proved by submission of evidence defined by Article 75 of the Law and Instruction how to prove fulfillment of these conditions.

 All forms from tender documentation shall signed and certified by the Bidder, except the forms that involve making a statement under material and criminal liability, which shall be signed personally by subcontractor.

The bidder is fully responsible to the Contracting authority for performance of the obligation from the public procurement procedure, regardless of the number of subcontractors.

The Bidder cannot hire as subcontractor any person not named in the bid, otherwise contracting authority will realize the collateral and terminate the contract, unless where termination could cause significant damage to contracting authority.

## 5.8 GROUP OF BIDDERS (JOINT BID)

If the bid is submitted by a group of bidders, the integral part of joint bid is agreement whereby bidders from the group commit, between themselves and towards Contracting authority, to execute public procurement, which has to contain information from the Article 81, paragraph 4) of the Law.

Also the agreement should contain the names of the persons responsible for execution of procurement for each individual bidder.

Bidders from the group of bidders shall bear unlimitedjoint and several liabilities towards Contracting authority, pursuant to the Law.

Each bidder from the group of bidders must comply with mandatory conditions set forth in Article 75, paragraph 1, item 1) to 4) of the Law, by submission of evidence defined by Article 75 of the Law and Instruction how to prove fulfillment of these conditions.

 In case of joint bid, the appointed leading member will sign and verify the forms from tender documentation on behalf of the group of bidders, except the forms that involve making a statement under material and criminal liability, which shall be signed personally.

## 5.9 MANNER AND CONDITIONS OF PAYMENT

The Contracting authority shall effect the full payment on the current account of the bidder, after the services has been performed, within 15 (fiftheen) days from the date of receipt of the invoice, signed by the Contracting authority’s authorized representative. The amount expressed in EURO shall be paid in dinars whereas the middle foreign exchange rate of the National Bank of Serbia at the day of payment will be used.

**5.10 CURRENCY AND THE METHOD OF STATING THE PRICE IN THE BID**

In public procurement procedures, values are stated in RSD.

The bid price can be indicated in foreign currency - in EUR as well, whereas the middle foreign exchange rate of the National Bank of Serbia at the day of bid opening will be used.

If the price indicated in the bid is abnormally low, the Contracting authority shall apply Article 92.

## 5.11 DEADLINE FOR DELIVERY OF SERVICES

Deadline for delivery of services shall be agreed immediately before or during the performance of services and shall be appropriate for the type and scope of the service.

## 5.12. ADDITIONAL INFORMATION AND CLARIFICATIONS

The Bidder may request from Contracting authority, in writing, additional information and clarifications concerning the preparation of bid up to five days before the expiry of time limit for bid submission, to the address of Contracting authority, with note: “EXPLANATIONS – Invitation for Public procurement of services **“Reparation of 2 Digital recorders of seismic signals - Wave 24 type – device for seismic monitoring within acquisition system of the Serbian National Seismic Network, PP No P-01/2018- DO NOT OPEN“ -**  or on е-mail: dejan.valcic@seismo.gov.rs

Contracting authority is obligated to send written reply to the interested person within 3 (three) days from the day of reception of request and at the same time publish this information on the Public Procurement Portal and on its website.

 Communication concerning additional information, clarifications and answers will be made as set forth by Article 20 of this Law.

## 5.13. ADDITIONAL EXPLANATIONS, CONTROL AND PERMITTED CHANGES

A Procuring Entity may request from bidders to supply additional explanations that will be useful in the course of examining, evaluating and comparing bids, and it may also conduct control (inspection) of bidder or its subcontractor or joint bid memeber.

The Bidder shall be obligated to comply with requirements of the Contracting authorty, i.e. to submit requested explanations and provide direct inspection.

Subject to the bidder’s consent, Procuring Entity may correct arithmetic errors noticed in the course of examining the bid after the concluded opening of bids.

In the case of difference between unit price and total price, unit price will be considered valid.

 **5.14. NEGATIVE REFERENCES**

In the event the Bidder from the List of negative references kept by the Public Procurements Office, pursuant to Article 83 of the Law, who has got a negative reference regarding the subject of the procurement identical to the subject of the present public procurement, is awarded a contract, he shall be obliged to, at the moment of contract conclusion, submit to the Contracting authority the original, irrevocable, unconditional Performance Bond that is payable at first demand, in the amount of 15% of the contract value, without VAT, with the validity period of at least 30 (thirty) days longer than the date determined for final work execution.

If during the contract execution, deadlines for fulfilment of contractual obligations are changed, the above guarantee shall be extended.

## 5.15. CRITERIA FOR AWARDING THE CONTRACT

The selection of the most advantageous bidder is done by applying the criteria of “The lowest bid price”.

**5.16. COMPLIANCE WITH LABOUR LAW REGULATIONS AND OTHER REGULATIONS**

When submitting the bid, the bidder is obligated to expressly state that he has respected all the obligations arising from the applicable regulations on safety at work, employment and working conditions, environmental protection, and that the Bidder to be a holder of intellectual proprietary rights (**Form 5**) from tender documentation.

Patent use fee, as well as responsibility for infringement of protected intellectual property rights of third parties shall be borne by the Bidder.

**5.17. BID VALIDITY PERIOD**

The Bid shall be valid at least 30 calendar days from the day of bid opening.

 In the event of expiry of bid validity deadline, the Contracting authority is obligated

to require the extension of the bid validity term in writing.

 The Bidder who accepts the bid validity term extension cannot change the bid.

## 5.18. DEADLINE FOR THE CONTRACT CONCLUSION

Within eight days after receipt of the decision on contract award and after expiry of the term for filing the request for the protection of rights, selected bidder shall be invited to sign the contract.

If Contracting authority fails to submit signed contract to the bidder within deadline from paragraph 1, the bidder is not obliged to sign the contract, which will not be considered as withdrawal of bid and bidder cannot sustain any consequences due to that, except in case of duly filed request for the protection of rights.

If the bidder to whom was awarded contract fails to conclude public procurement contract, Contracting authority may conclude the contract with the next most advantageous bidder.

Contracting authority may conclude, before expiry of the deadline for submission of the request for protection of rights, the contract on public procurement in the event of fulfillment of conditions from Article 112 paragraph 2 item 5 of the Law, when the selected Bidder shall be invited to conclude the contract within 8 days at the latest.

## 5.19. CONFIDENTIAL DATA LABELLING METHOD

## Data appropriately labeled by the Bidder as confidential shall be used only within the public procurement procedure in accordance with the Invitation and they shall not be made available to anyone outside the group of persons included in the public procurement procedure. Such data shall neither be published during tender opening, nor in the continuation of the procedure or later.

Contracting authority may refuse to disclose information that would amount to breach of confidentiality of data received in a bid;

The Bidder may label as confidential documents containing personal data, not contained in any public register, or otherwise not available, as well as business data determined by the regulations as confidential.

The Contracting authority shall regard as confidential the documents labeled in capital letters with **CONFIDENTIAL** in the upper right corner.

The Contracting authority shall not be responsible for the confidentiality of information not labeled in the above specified manner.

If certain information is labeled as confidential and it does not meet the above specified conditions, the Contracting authority shall request the Bidder to remove the confidentiality label. The Bidder shall perform this in the following manner: its authorized representative shall write **CANCELLED** above the confidentiality label, with the date, time and signature.

If the Bidder does not cancel the confidentiality of documents within the period specified by the Contracting authority, the Contracting authority shall regard this tender as one without confidential information.

Contracting authority shall duly observe lawful interests of Bidders, by protecting their technical and business secrets in terms of the law governing the protection of business secrets.

The price and other information from the bid relevant for applying elements of the criterion and for the ranking of bids shall not be deemed confidential.

## 5.20. BID PREPARATION COSTS

Costs for preparation and submission of bid are borne exclusively by the bidder and cannot be reimbursed by contracting authority.

Bidder may include in its bid the total amount and structure of costs for bid preparation.

## 5.21. REASONS FOR BID REJECTION AND PUBLIC PROCUREMENT PROCEDURE CANCELLING

 Contracting authority shall reject all unacceptable bids in the public procurement procedure in compliance with Article 107, paragraph 1 of the Law.

 Contracting authority makes decision on cancelling public procurement procedure in compliance with provisions of Article 109 of the Law.

 In the event of cancellation of the public procurement procedure, the Contracting authority shall not be liable, in any respect, for real damage, lost profit, or any other damage that the Bidderr may suffer although the Contracting authority has been warned of the possibility of damage occurrence.

## 5.22. DATA ON THE BID CONTENTS

Besides the forms, the bid consists of all relevant evidence on fulfilment of requirements set forth in Article 75 of the Law, foreseen by Article 77 of the Law, stated in the Tender documentation, as well as all required annexes and statements in the manner defined under the following points of this item:

* “Bid form” **(Form 1) -** completed, signed and certified by a seal
* “Data on Bidder” if participates individually/if participates in joint bid data on

 the leading participant responsible for service execution **(Form 1.1) -** completed, signed and certified by a seal

* “Data on Subcontractor”, for each Subcontractor if the Bidder participates with Subcontractor **(Form 1.2) -** completed, signed and certified by a seal
* “Data on group member”, for each member of group of bidders if the Bidder participates in the joint bid **(Form 1.3) -** completed, signed and certified by a seal
* “Price breakdown form” **(Form 2) -** completed, signed and certified by a seal
* “Bid preparation costs” **(Form 3) -** completed, signed and certified by a seal
* “Statement on independent bid” **(Form 4) -** completed, signed and certified by a seal
* “Statement on compliance with conditions pursuant to Art. 75, paragraph 2 of the law
* **(Form 5) -** completed, signed and certified by a seal

**ANNEXES:**

 **Annex 1** - Excerpt from Business Register Agency

 **Annex 2** - Excerpt from penalty record, or the Certificate of the competent court and

 police department

 **Annex 3** - Approval of the competent tax authority

**5.23. AMENDMENTS DURING CONTRACT EXECUTION**

Upon the contract award, pursuant to Article 115, Contracting authority may allow change of price in case of occurrence of circumstances beyond control of Contracting authority or Bidder, that significantly influence performance of services that are subject of the specific public procurement.

**5.24. CONTROL OF CONTRACT EXECUTION**

Persons responsible for control and fulfillment of contractual obligations are Dejan Valčić and Ljiljana Tešović, tel: 011/3035-740.

## 5.25. PROTECTION OF RIGHTS

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

Request for protection of rights for the public procurement of services is submitted to the Republic Commettee and Public authority with note: **“Reparation of 2 Digital recorders of seismic signals - Wave 24 type – device for seismic monitoring within acquisition system of the Serbian National Seismic Network”, No. P-01/2018**

Request for protequion or rights are submitted in line with terms of the manner on decision submission under Article 108, paragraph 6 through 9 of the Law.

The request for protection of rights is filed to the Contracting authority and the copy is simultaneously submitted to the Republic Commission for the protection of rights in public procurements procedures on the address: 11000 Belgrade, Nemanjina 22-26.

The request for the protection of rights disputing the type of procedure and the contents of the invitation bid or tender documents submission, shall be considered timely if received by Contracting authority seven days prior to expiry of time limit for bid submission, regardless of the manner of delivery, and if the applicant, pursuant to Article 63, paragraph 2 of the Law pointed out to the Contracting authority certain deficiencies and irregularities and Procuring entiry failed to rectify them .

After Contracting authority makes decision on awarding contract or decision on cancelling the procedure, time limit for filing request for the protection of rights shall be ten days from the day of publishing decision on the Public procurements Portal.

The applicant of the request for protection of rights, is obliged to pay a fee in the amount of **60.000,00 dinars** on the current account No. 840-30678845-06 of the Budget of the Republic of Serbia, payment code: 153 or 253, reference number P-02/2018, purpose: Request for protection of rights fee (Serbian: ZZP), Seismological Instituteof theRepublicof Serbia, beneficiary: Budget of the Republic of Serbia.

 **Form 1**

**BID FORM**

Bidder’s full name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder’s abbreviated name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address and headquarters:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tax identity number - TIN:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Contact person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Tel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Based on the Notice on initiating negotiation procedure without public invitation to bid in the Public procurement No. P-01/2018 – **“Reparation of 2 Digital recorders of seismic signals - Wave 24 type – device for seismic monitoring within acquisition system of the Serbian National Seismic Network”,** publishedon 9. November 2018, we are hereby submitting the following

**B I D**

 **No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_ 2018**

In accordance with required terms and conditions set forth in the Tender documentation, we comply with all conditions for Public procurement of services.

|  |  |
| --- | --- |
| **PUBLIC PROCUREMENT NUMBER** | P - 01/2018 |

|  |  |
| --- | --- |
|  **BIDDER’S NAME AND ADDRESS****BIDDER’S REGISTRATION NUMBER** |  |
| **BIDDER’S** **BUSINESS ACTIVITY**(Code) |  |

|  |  |
| --- | --- |
| **NAME AND SURNAME OF THE RESONSIBLE PERSON (CONTARCT SIGNATORY)** |  |

|  |  |
| --- | --- |
| **MANNER OF PARTICIPATION**(circle) | * individually
* joint bid
* with subcontractor
 |
| **LEADING GROUP MEMBER** |  |
| **NAME, ADDRESS, REGISTRATION NUMBER AND TIN OF THE REMAINING GROUP MEMBERS OR SUBCONTRACTORS** |  |

|  |  |
| --- | --- |
| **CONTACT PERSON** |  |

|  |  |
| --- | --- |
| **TEL:** |  |

|  |  |
| --- | --- |
| **FAX:** |  |
| **(Е-МАIL:)** |  |
| **TIN** |  |
| **BIDDER'S ACCOUNT NUMBER / BANK** |  |
| **LEGAL ENTITY TYPE (micro, small, medium sized or large legal entity)** |  |

**Subject of the Public procurement:** Reparation of 2 Digital recorders of seismic signals - Wave 24 type –

**Bid validity deadline is** ( ) calendar days from the day of bid opening.

 *(not less than 30)*

**In order to perform the procurement, we are hiring** ( ) subcontractor.

(insert number of subcontractors).  *(in letters).*

**The Bidding price is expressed in RSD / EUR** *(circle the currency).*

**TOTAL VALUE OF SERVICES**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ RSD/EUR

**Deadline for performance of services:** to be contracted immediately preceding or during the service performance and it will conform to the service type and scope.

**Method of payment:** The payment is regularly effected by Contracting authority after the performed services, within 15 (fifteen) days from the receipt of the invoice signed by the Contracting authority’s authorized representative, to the bidder’s current account number in dinars calculated under the middle foreign exchange rate of the National Bank of Serbia at the day of the invoicing.

If the prices are offered in foreign currency /EUR/, the payment shall be made in dinars calculated under the middle foreign exchange rate of the National Bank of Serbia at the day of the invoicing.

Date: \_\_\_\_\_\_\_\_ 2018

Authorized person’s signature

 Seal \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Form 1.1**

**DATA ON BIDDER**

|  |  |
| --- | --- |
| **Business name****or abbreviated name**  |  |

|  |  |  |
| --- | --- | --- |
| **Headquarters address** | **Street and no.** |  |
| **Place** |  |
| **Municipality** |  |
| **Bidder’s registration number** |  |
| **Tax identification number**  |  |
| **Responsible person** |  |
| **Contact person** |  |
| **Telephone** |  |
| **Fax:** |  |
| **E-mail:** |  |
| **Account number - Bank** |  |
| **Legal entity type (micro, small, medium sized or large legal entity)** |  |

Date: \_\_\_\_\_\_\_\_ 2018 Signature

Seal \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Form No. 1.2**

**DATA ON SUBCONTRACTOR**

|  |  |
| --- | --- |
| **Business name****or abbreviated name**  |  |

|  |  |  |
| --- | --- | --- |
| **Headquarters address** | **Street and no.** |  |
| **Place** |  |
| **Municipality** |  |
| **Bidder’s registration number** |  |
| **Tax identification number**  |  |
| **Responsible person** |  |
| **Contact person** |  |
| **Telephone** |  |
| **Fax:** |  |
| **E-mail:** |  |
| **Account number - Bank** |  |
| **Legal entity type (micro, small, medium sized or large legal entity)** |  |

**NOTE:** The required number of copies of this form shall be provided if the execution of the procurement is partly entrusted to several subcontractors.

Date: \_\_\_\_\_\_\_\_ 2018 S i g n a t u r e

Seal \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Form 1.3**

**DATA ON GROUP MEMBER**

|  |  |
| --- | --- |
| **Business name****or abbreviated name**  |  |

|  |  |  |
| --- | --- | --- |
| **Headquarters address** | **Street and no.** |  |
| **Place** |  |
| **Municipality** |  |
| **Bidder’s registration number** |  |
| **Tax identification number**  |  |
| **Responsible person** |  |
| **Contact person** |  |
| **Telephone** |  |
| **Fax** |  |
| **E-mail:** |  |
| **Account number - Bank** |  |
| **Legal entity type (micro, small, medium sized or large legal entity)** |  |

**NOTE:** The required number of copies of this form shall be provided if the bid is submitted by several group members.

Date: \_\_\_\_\_\_\_\_ 2018 Signature

Seal \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Form 2**

**PRICE BREAKDOWN FORM**

**WITH INSTRUCTION TO BIDDERS HOW TO FILL IN THE FORM**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **TYPE OF SERVICE** | **UNIT OF MEASURE****pcs** | **VAT exclusive PRICE** | **VAT inclusive PRICE** | **CURRENCY** /circle/ |
| Reparation of 2 Digital recorders of seismic signals - Wave 24 type – device for seismic monitoring within acquisition system of the Serbian National Seismic Network |  2 |   |  |   RSD/EUR |

**NOTE:** Offered prices include all costs that pertain to performance of the above Public procurement. Prices are fixed and cannot be changed.

If prices are expressed in EUR, please do not fill in the VAT-inclusive price.

Date:\_\_\_\_\_\_\_\_\_\_ 2018

Signature

 Seal

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Form 3**

**BID PREPARATION COSTS**

|  |  |
| --- | --- |
| **Type of costs** | **VAT inclusive price** |
| Bid preparation costs  |  |
| Bid submission costs |  |
|  |  |
|  |  |
|  **TOTAL AMOUNT OF** **BID PREPARATION COSTS:** |  |

Costs for preparation and submission of bid are borne exclusively by the bidder and cannot be reimbursed by the Contracting authority.

Where public procurement procedure was cancelled due to reasons related to the Contracting authority, it shall reimburse the expenses for producing sample or model to the bidder, if these were made in compliance with the technical specifications of contracting authority, and expenses for acquiring financial security instruments, provided that bidder requested reimbursement of these expenses in its bid.

 Date: \_\_\_\_\_\_\_ 2018

 Bidder

 Seal ***\_\_\_\_\_\_\_\_\_\_\_*\_\_\_\_\_**

**Form 4**

Pursuant to Article 26, paragraph 2 of the Law on Public Procurement (“Official Gazette of the Republic of Serbia”, No.124/12, 14/15 and 68/15), the Bidder

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hereby gives

 **STATEMENT ON INDEPENDENT BID**

 Under complete material and criminal liability I declare that the bid for Public procurement of services No. P-01/2018 - “Reparation of 2 Digital recorders of seismic signals - Wave 24 type – device for seismic monitoring within acquisition system of the Serbian National Seismic Network, is submitted independently, without arrangement with other bidders or interested parties.

Date: \_\_\_\_\_\_\_ 2018

 Signature

 Seal \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Form No. 5**

Pursuant to Article 75, paragraph 2 of the Law on Public Procurement (“Official Gazette of the Republic of Serbia”, No.124/12, 14/15 and 68/15)

 а) bidder b) subcontractor c) member of the bidding group

  */circle/*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 */insert names of the bidder, subcontractor and member of the bidding group/*

I am hereby giving the following

 **S T A T E M E N T**

Under complete material and criminal liability I declare that in the course of bid preparation for the Public procurement No. P-01/2018 - “Reparation of 2 Digital recorders of seismic signals - Wave 24 type – device for seismic monitoring within acquisition system of the Serbian National Seismic Network”, we have observed current obligations under applicable regulations concerning safety at work, employment and working conditions, protection of environment and that we are not prohibited from performance of the specific activity, when submitting the bid.

 .

Date: \_\_\_\_\_\_\_\_\_\_\_\_2018 S i g n a t u r e

 Seal\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annex 1**

Excerpt from Business Register Agency, or the excerpt from the competent Commercial court register; for foreign bidders – excerpt from the competent authority register of the state of its head office.

**Annex 2**

Excerpt from penalty record, or the Certificate of the competent court and police department of the Ministry of interior affairs that he and his legal representative have not been convicted of a criminal act as a part of organized criminal organization, of a criminal act against commerce, environment protection, giving or accepting bribe, committing fraud; for foreign bidders - certificate from the competent authority register of the state of its head office.

**Annex 3**

Approval of the competent tax authority – the Ministry of Finance and Economy that the bidder has settled all due taxes and other contributions and approval of the competent local self-government that it has settled all duties for source local public revenues; for foreign Bidders certificate of the competent tax authority of the state of its head office.