



QF-H-006

Republic of Serbia
REPUBLIC HYDROMETEOROLOGICAL SERVICE OF SERBIA
Kneza Visislava St. 66
11030 Belgrade
Ref. No.: 404-34/14-5

TENDER DOCUMENTATION

for the public procurement of goods in an open procedure:

**“MODERNIZATION OF THE LAWR PRECIPITATION RADAR FOR
THE DETECTION OF THE SPATIAL DISTRIBUTION OF
PRECIPITATION”**

Public Procurement number: 14/14

Public Procurement Committee:

1. _____
2. _____
3. _____



Pursuant to Article 32 and 61 of the Law on Public Procurement (“Official Gazette of RS”, No. 124/2012, hereinafter: the Law); Article 2 of the Rulebook on Mandatory Elements of Tender Documentation in Public Procurement Procedures and the Manner of Proving Eligibility (“Official Gazette of RS”, No. 29/2013); the Decision on Initiating Public Procurement Procedure No. 404-34/14-1 from 25 August 2014; and the Decision on the Establishment of Public Procurement Commission No. 404-34/14-2 from 25 August 2014, the following was prepared:

TENDER DOCUMENTATION

for the public procurement of goods in an open procedure No. 14/14: “Modernization of the LAWR precipitation radar for the detection of the spatial distribution of precipitation”

Tender documentation contains:

Chapter	Chapter title	Page
I	General data on the public procurement	3
II	Data on the subject of the public procurement	4
III	Technical specifications	5
IV	List of eligibility requirements for participation in a public procurement procedure from Article 75 and 76 of the Law and instructions for proving eligibility	6
V	Instruction to bidders on how to prepare a bid	10
VI	Bid form	20
VII	Model of the contract	25
VIII	Form of price structure	29
IX	Form of the statement on bid preparation costs	31
X	Form of the statement on independent bid	32
XI	Form of the statement on the fulfilment of requirements from Article 75 paragraph 2 of the Law	33
XII	Form of the certificate of professional references	34

Total number of pages of tender documentation: 34.

I GENERAL DATA ON THE PUBLIC PROCUREMENT

1. Information on the Procuring Entity

Name of the Procuring Entity: Republic of Serbia
“**Republic Hydrometeorological Service of Serbia**”
Kneza Visislava Street 66
11030 Belgrade
Tax identification number: 102217008
Registration number: 07003706
Web page: www.hidmet.gov.rs

2. Type of the public procurement procedure

This public procurement is a procurement conducted in an open procedure in accordance with the Law and bylaws governing public procurement.

3. Public procurement subject

The subject of the public procurement No. 14/14 are the following goods:

– Modernization of the LAWR precipitation radar for the detection of the spatial distribution of precipitation.

The call for bids for this public procurement has been published on the Public Procurement Portal and on the Procuring Entity’s webpage www.hidmet.gov.rs.

4. Objective of the procedure

The public procurement is being carried out in order to conclude a public procurement contract.

5. Time and place of bid opening

A public bid opening will take place on 29 September 2014 at 12:30pm, at the small conference room, within the premises of Procuring Entity, the Republic Hydrometeorological Service of Serbia, Kneza Visislava Street 66, 11030 Belgrade.

6. Deadline for the Procuring Entity to make a decision on awarding the contract

The Procuring Entity will make a decision on awarding the contract within 25 (twenty-five) days from the public opening of bids.

7. Contact

Phone: +381 11 30 50 863
E-mail: nabavka@hidmet.gov.rs

II DATA ON THE SUBJECT OF THE PUBLIC PROCUREMENT

1. Description of the procurement subject, name and code from the Common Procurement Vocabulary

Description of the procurement subject: The subject of the public procurement No. 14/14 is modernization of a meteorological radar for the detection of the spatial distribution of precipitation (Local Area Weather Radar – LAWR), located in Belgrade.

2. DATA ON THE SUBJECT OF THE PUBLIC PROCUREMENT

The subject of the public procurement is modernization of a weather radar for the detection of the spatial distribution of precipitation (Local Area Weather Radar – LAWR), situated in Belgrade. The modernization should involve the following upgrade of the existing system:

- Removal of the existing Video Modification Box;
- Replacement of the Radar Interface Board with a new version (Radar Interface Board 20 M samples/s);
- Calibration of the radar using a very accurate RF Signal Generator in order to convert the A/D signal into the appropriate dBZ signal;
- Installation of new software for the detection of the spatial distribution of precipitation RadarCtrl2 Version 10.1 (or later), along with the associated software for managing the radar's scanning process, based on DOS;
- Along with the basic functions, the new software must also offer the option of hourly forecast of the spatial distribution of precipitation based on the cross-correlation function and interpolation;
- The products of the new software must have an option to be available for display on Google Maps;
- Replacement of the board, radar calibration, software installation and its putting into operation must be performed at the premises of RHMSS in Belgrade, by a person authorized for that purpose by the manufacturer.

Name and code from the Common Procurement Vocabulary:

Spare parts and equipment for the radar – 32352200
Equipment for radar surveillance – 38115100

III TECHNICAL SPECIFICATIONS

Technical specifications

The LAWR radar is located at the premises of the Procuring Entity – Republic Hydrometeorological Service of Serbia, Kneza Visislava Str. 66, Belgrade.

The subject of the public procurement is modernization of a weather radar for the detection of the spatial distribution of precipitation (Local Area Weather Radar – LAWR), situated in Belgrade. The modernization should involve the following upgrade of the existing system:

- Removal of the existing Video Modification Box;
- Replacement of the Radar Interface Board with a new version (Radar Interface Board 20 M samples/s);
- Calibration of the radar using a very accurate RF Signal Generator in order to convert the A/D signal into the appropriate dBZ signal;
- Installation of new software for the detection of the spatial distribution of precipitation RadarCtrl2 Version 10.1 (or later), along with the associated software for managing the radar's scanning process, based on DOS;
- Along with the basic functions, the new software must also offer the option of hourly forecast of the spatial distribution of precipitation based on the cross-correlation function and interpolation;
- The products of the new software must have an option to be available for display on Google Maps;
- Replacement of the board, radar calibration, software installation and its putting into operation must be performed at the premises of RHMSS in Belgrade, by a person authorized for that purpose by the manufacturer.

The Bidders are required to deliver precise technical specifications for the offered goods, containing price per individual item, name of the manufacturer and model of the product.

IV LIST OF ELIGIBILITY REQUIREMENTS FOR PARTICIPATION IN A PUBLIC PROCUREMENT PROCEDURE FROM ARTICLE 75 AND 76 OF THE LAW AND INSTRUCTIONS FOR PROVING ELIGIBILITY

Each bidder fulfilling the following mandatory requirements for participation in a public procurement procedure from Article 75 and 76 of the Law is eligible to participate in the public procurement:

1) requirement: the bidder is registered with the competent body, or entered in the appropriate register (Article 75, paragraph 1, item 1) of the Law);

2) requirement: the bidder and its legal representative have not been convicted for any criminal act as members of an organized crime group; the bidder has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of giving or receiving bribe, criminal offence of fraud (Article 75, paragraph 1, item 2) of the Law);

3) requirement: the bidder has not been prohibited from performing its activity by any measure in force in the period of the publication of call for bids (Article 75, paragraph 1, item 3) of the Law);

4) requirement: the bidder has paid due taxes and other forms of public charges in accordance with the regulations of the Republic of Serbia or a foreign country if the bidder's registered address is in the territory of that country (Article 75, paragraph 1, item 4) of the Law);

5) requirement: when drawing up a bid, the bidder is required to explicitly state that it fulfilled the obligations under the applicable legislation on safety at work, employment, working conditions and environmental protection, and to guarantee that it holds the intellectual property rights (Article 75, paragraph 2 of the Law).

ADDITIONAL REQUIREMENTS

Requirement: Business capacity: The bidder has delivered and installed software on at least one LAWR precipitation radar in previous 5 years.

Requirement: Personnel and technical capacity: At least two radar technicians have been employed by the bidder for at least 3 years, and the bidder provides technical support.

If the bidder submits the bid with a subcontractor, according to Article 80 of the Law, the subcontractor has to fulfil the mandatory requirements from Article 75, paragraph 1, items 1) to 4) of the Law, as well as the requirement from Article 75, paragraph 1, item 5) of the Law, relating to the part of the procurement to be implemented through the subcontractor.

If a bid is submitted by a group of bidders, each bidder from the group of bidders must individually fulfil the mandatory requirements from Article 75, paragraph 1, items 1) to 4) of the Law, and the additional requirements have to be fulfilled jointly. The requirement from Article 75, paragraph 1, item 5) of the Law has to be fulfilled by the bidder from the group of bidders entrusted with the part of the procurement calling for the fulfilment of that requirement.

2. INSTRUCTIONS FOR PROVING ELIGIBILITY

1) The requirement from Article 75, paragraph 1, item 1) of the Law:

Evidence: Certificate from the Business Registers Agency, i.e. certificate from the register of the competent Commercial court.

2) The condition from Article 75, paragraph 1, item 2) of the Law:

Evidence: Legal entities:

1) Certificate from the criminal record, i.e. certificate from the basic court for the area in which is the seat of the domestic legal entity or a representative office or a branch of the foreign legal entity, confirming that the legal entity has not been convicted for crimes against the economy, crimes against the environment, the crime of giving or receiving bribe, the crime of fraud;

2) Certificate from the criminal record of the Special Department for Criminal Acts of Organized Crime of the High Court in Belgrade, confirming that the legal entity has not been convicted for a criminal act of organized crime;

3) Certificate from the criminal record, i.e. certificate from the competent police directorate of the Ministry of Interior, confirming that the legal representative of the bidder has not been convicted for crimes against the economy, crimes against the environment, the crime of giving or receiving bribe, the crime of fraud and a criminal act of organized crime (a request can be submitted according to the place of birth or the place of residence of the legal representative). If the bidder has several legal representatives, it has to submit the evidence for each of them.

Entrepreneurs and natural persons:

1) Certificate from the criminal record, i.e. certificate from the competent police directorate of the Ministry of Interior, confirming that the entrepreneur or the natural person has not been convicted for any criminal act as a member of an organized criminal group, for crimes against the economy, crimes against the environment, the crime of giving or receiving bribe, the crime of fraud (a request can be submitted according to the place of birth or the place of residence).

The evidence may not be older than 2 months prior to the date of the opening of bids.

3) The condition from Article 75, paragraph 1, item 3) of the Law:

Evidence: Legal entities:

Certificates of a commercial and magistrates court confirming that the legal entity has not been prohibited from performing its activity, or a certificate from the Business Registers Agency confirming that the Business Registers Agency has no record that the legal entity, as a company, has been prohibited from performing its activity, at the time of the publication of the call for bids.

Entrepreneurs:

Certificate of a magistrates court confirming that the entrepreneur has not been prohibited from performing its activity, or a certificate from the Business Registers Agency confirming that the Business Registers Agency has no record that the entrepreneur, as a business entity, has been prohibited from performing its activity, at the time of the publication of the call for bids.

Natural persons:

Certificate of a magistrates court confirming that no measure prohibiting the natural person to perform certain activities has been passed.

The evidence may not be older than 2 months prior to the date of the opening of bids.

4. The condition from Article 75, paragraph 1, item 4) of the Law:

Evidence: Certificate from the Tax Administration of the Ministry of Finance confirming that the bidder has paid due taxes and contributions, and a certificate from the competent local authority confirming that the bidder has paid its obligations arising from the original local public revenues or a certificate from the Privatization Agency confirming that the bidder is in the process of privatization.

The evidence may not be older than 2 months prior to the date of the opening of bids.

5. The condition from Article 75, paragraph 2 of the Law:

Evidence: The bidder shall complete, sign and certify by a seal the Form of the statement on the fulfilment of requirements from Article 75, paragraph 2 of the Law (*Form No. XI*).

PROVING THE FULFILLMENT OF ADDITIONAL REQUIREMENTS

In terms of business capacity, the bidder shall prove that it has delivered and installed the subject goods in the previous 5 years by submitting a copy of the relevant contract or delivery note or some similar document, along with the completed *Form No. XII* – Certificate of professional references.

In terms of staff capacity requirements, the bidder shall prove that it has been employing at least two radar technicians by submitting a free-form statement on crucial staff, along with a copy of the Employment Contract or other contract in accordance with the legal basis for hiring staff in line with the provisions of the applicable Law on Labour.

If a bid is submitted by a group of bidders, the bidder has to submit the mentioned evidence on the fulfilment of the requirements from Article 75, paragraph 1, items 1) to 4) of the Law for each member of the group, while the evidence on the fulfilment of the requirements from Article 75, paragraph 1, item 5) of the Law has to be submitted by the bidder from the group of bidders entrusted with the part of the procurement calling for that requirement to be fulfilled.

A group of bidders shall fulfil the additional conditions jointly.

If a bidder submits the bid with subcontractors, the bidder has to submit the evidence that the subcontractor fulfils the requirements from Article 75, paragraph 1, items 1) to 4) of the Law, as well as the evidence on the fulfilment of the requirements from Article 75, paragraph 1, items 5) of the Law relating to the part of the procurement to be implemented through the subcontractor.

A bidder may submit the listed evidence on the fulfilment of the requirements as uncertified copies, and before making the decision on awarding the contract, the Procuring Entity may demand from the bidder whose offer was evaluated as the most advantageous based on the report on the public procurement, to provide for inspection the originals or certified copies of all or some evidence. If the bidder does not provide for inspection the originals or certified copies of the requested evidence within a defined, appropriate deadline that may not be shorter than five days, the Procuring Entity will refuse his bid as unacceptable.

The bidders registered in the registers of the Business Registers Agency do not have to provide the evidence from Article 75, paragraph 1, item 1) – Certificate from the registers of the Business Registers Agency, which is publicly available at the website of the Business Registers Agency.

The Procuring Entity shall not reject as unacceptable a bid that does not contain the evidence required by the tender documentation, if the bidder in its bid stated the website on which the required data are publicly available.

If the evidence on the fulfilment of the requirements is an electronic document, the bidder shall submit a carbon copy of the electronic document, in accordance with the law regulating the electronic document, unless the bidder submits an electronic bid, in which case the evidence shall be submitted in the original electronic format.

If the country in which the bidder is seated does not issue the required evidence, instead of the evidence the bidder may submit its written statement, made under criminal and material liability and certified by a court or administrative body, a public notary or other competent body of that country.

If the bidder is seated in a different country, the Procuring Entity may check if the documents used by the bidder to prove the fulfilment of the eligibility requirements were issued by the competent bodies of that country.

The bidder shall inform in writing and without delay the Procuring Entity about any change regarding the fulfilment of the requirements from the public procurement procedure, which occurred before making the decision, or before concluding the contract, or during the public procurement contract validity period, and shall document such change in the stipulated manner.

V INSTRUCTION TO BIDDERS ON HOW TO PREPARE A BID

Instruction to bidders on how to prepare a bid contains information on the requirements of the Procuring Entity regarding the content of a bid, as well as the conditions under which the public procurement procedure is carried out.

The bidder must meet all the requirements for participation in public procurement procedure prescribed by the Law, and the bid in its entirety has to be prepared and submitted in accordance with the tender documentation and call for bids.

1. INFORMATION ON THE LANGUAGE IN WHICH A BID MUST BE MADE

The bidder is required to prepare the bid in a written form in the Serbian language; however, it is allowed to submit technical specifications relating to the offered goods in the English language as well. The Procuring Entity may request from the bidder, during the review and evaluation of bids, to provide translation into the Serbian language, which will be relevant for the evaluation of bids.

2. THE MANNER IN WHICH A BID MUST BE MADE

A bidder shall submit its bid in person or by mail in a closed envelope or a box, closed in a way that when opening the bid it can be ascertained that the container is being opened for the first time. The name and the address of the bidder should be specified on the back of the envelope or the box. In case a bid is submitted by a group of bidders, it is necessary to note on the envelope that it is a group of bidders and to specify the names and the addresses of all participants in the joint bid. The bids should be submitted to the following address: Republic Hydrometeorological Service of Serbia, Kneza Visoslava Street 66, 11030 Belgrade, marked: **„Bid for the public procurement of goods in an open procedure – “Modernization of the LAWR precipitation radar for the detection of the spatial distribution of precipitation”, Public Procurement No. 14/14 – DO NOT OPEN”**. A bid is considered timely if received by the Procuring Entity before the noon of 29 September 2014.

A bid must include all the required items from the Bid form. If the bidder does not submit all of the required items from the Bid form, its bid will not be taken into further consideration.

After receiving a bid, the Procuring Entity shall note the time of the reception on the envelope, i.e. the box containing the bid, and register the number and date of the bid according to the order of arrival. If the bid is submitted in person, the Procuring Entity shall give the bidder a certificate of receipt of the bid. In the certificate of receipt the Procuring Entity shall specify the date and the hour of the reception of the bid. A bid received by the Procuring Entity after the deadline for the submission of bids, i.e. a bid received after the day and hour before which bids may be submitted, shall be considered untimely.

If a group of bidders is submitting a joint bid, the group of bidders may choose that the forms from the tender documentation be certified by signatures and seals of all the bidders from the group, or a group of bidders may name one bidder from the group to complete, sign and certify by a seal the forms from the tender documentation.

A bid must contain:

- Bid form (*Form VI*), completed, signed and certified by a seal;
- Evidence on the fulfilment of mandatory requirements from Article 75 of the Law, listed in the Instructions for proving eligibility (Chapter V of the tender documentation);
- Model of the contract – the bidder shall complete the Model of the contract in accordance with the bid, sign the Model and certify the Model with a seal, thus confirming that it agrees with the proposal of the Model of the contract (*Form VII*). The Model of the contract shall be signed and certified by an authorized representative of the bidder if the bid is submitted independently or with a subcontractor, or by an authorized representative of the authorized member of the group of bidders, i.e. an authorized representative of the main contractor, if the bid is submitted by a group of bidders, in accordance with the agreement from Article 81, paragraph 4 of the Law, while each page of the Model of the contract must be initialled by the bidder and the subcontractor or by all participants in case of a joint bid;
 - Form of price structure (*Form VIII*), completed, signed and certified by a seal;
 - Form of the statement on bid preparation costs (*Form IX*), completed, signed and certified by a seal;
 - Form of the statement on independent bid (*Form X*), completed, signed and certified by a seal;
 - Form of the statement on the fulfilment of requirements from Article 75 paragraph 2 of the Law (*Form XI*), completed, signed and certified by a seal;
 - Form of the certificate of professional references (*Form XII*), completed, signed and certified by a seal of the reference giver; and
 - Free-form Annex: An agreement by which the bidders from the group of bidders commit to each other and to the Procuring Entity to execute the public procurement – if the bid is submitted by a group of bidders, in accordance with the provisions from Item 7 of this Instruction to bidders on how to prepare a bid.

The forms required by the tender documentation, i.e. the information which must be their integral part, shall be filled in legibly by a bidder, and an authorized representative of the bidder shall sign and certify those forms with a seal.

It is preferable that all documents in a bid be bound by a ribbon and sealed so that individual pages or items cannot be later inserted, removed or replaced without visible damage to the pages or to the seal.

A bidder can submit only one bid. A bidder that made an independent bid cannot at the same time participate in a joint bid or be engaged as subcontractor, nor can the same bidder participate in more than one joint bid.

3. BID WITH ALTERNATIVES

Submitting a bid with alternatives is not allowed.

4. THE MANNER OF MODIFYING, AMENDING AND REVOKING A BID

Within the deadline for the submission of bids, a bidder can modify, amend or revoke its bid in a manner defined for the submission of bids. A bidder must clearly indicate the part of bid it changes, i.e. the documents it shall submit subsequently.

Any modification, amendment or revocation of a bid shall be delivered to the following address: Republic Hydrometeorological Service of Serbia, Kneza Visislava Street 66, Belgrade, with the indication:

MODIFICATION, AMENDMENT, OR REVOCATION OF THE BID FOR THE PUBLIC PROCUREMENT OF GOODS – “MODERNIZATION OF THE LAWR PRECIPITATION RADAR FOR THE DETECTION OF THE SPATIAL DISTRIBUTION OF PRECIPITATION”, PUBLIC PROCUREMENT NO. 14/14 – DO NOT OPEN”.

The name and the address of the bidder should be specified on the back of the envelope or the box. In case a bid is submitted by a group of bidders, it is necessary to note on the envelope that it is a group of bidders and to specify the names and the addresses of all participants in the joint bid.

After the deadline for the submission of bids, the bidder cannot withdraw or change its bid.

5. PARTICIPATION IN A JOINT BID OR PARTICIPATION AS A SUBCONTRACTOR

A bidder can submit only one bid.

Bidder who made an independent bid cannot at the same time participate in a joint bid or be engaged as subcontractor, nor can the same bidder participate in more than one joint bid.

In the bid (Bid form), bidder shall indicate the manner of submitting its bid, i.e. whether it is an independent or joint bid, or a bid with a subcontractor.

6. BID WITH A SUBCONTRACTOR

If a bidder is submitting a bid with a subcontractor the bidder is required to:

- indicate in the Bid form (Form No. VI of the tender documentation) general information on the subcontractor, percentage of total procurement value to be entrusted to subcontractor (which cannot be greater than 50% of total procurement value), and share of the procurement subject they intend to deliver through subcontractor;
- submit evidence on its subcontractors’ fulfilment of mandatory requirements under Article 75, Paragraph 1, items 1) to 4) of the Law, in line with Chapter IV of the tender documentation.

If the contract on public procurement be made between the Procuring Entity and a bidder that submitted a bid with a subcontractor, the subcontractor shall be named in the contract on public procurement.

Bidder shall be fully responsible to the Procuring Entity for the execution of the agreed procurement, regardless of the number of subcontractors.

Bidder is required to provide the Procuring Entity, upon its request, the access to the subcontractors, in order to determine the fulfilment of the required conditions.

7. JOINT BID

A bid can be made by a group of bidders. If a bid is submitted by a group of bidders, the Bid form (Form No. VI of the tender documentation) must contain general information on each participant from the group of bidders.

For each participant in a group of bidders it is necessary to submit the evidence on the fulfilment of the requirements from Article 75, paragraph 1, items 1) to 4) of the Law, in line with Chapter IV of the tender documentation.

If a joint bid is submitted, the forms from the tender documentation shall be signed and certified by a seal in line with item 2 within Chapter V INSTRUCTIONS TO BIDDERS ON HOW TO PREPARE A BID of the tender documentation.

Bidders from a group of bidders shall have unlimited solidary liability towards the Procuring Entity.

A group of bidders is required to deliver within its bid an agreement whereby the bidders from the group commit, between themselves and towards the Procuring Entity, to perform the public procurement, which must contain information on:

1) leading member of the group, or one who will make the bid and represent the group of bidders before the Procuring Entity;

2) bidder who will sign the contract on behalf of the group of bidders;

3) bidder who will provide collateral on behalf of the group of bidders;

4) bidder who will issue invoice;

5) account for the execution of payment;

6) liabilities of each bidder from the group of bidders for implementing contract.

A cooperative can submit an independent bid in its own name and on behalf of its members, or a joint bid on behalf of its members.

Where a cooperative submits bid in its own name, for obligations stemming from public procurement procedure and public procurement contract, both the cooperative and its members shall be liable, in accordance with the law.

Where a cooperative submits joint bid on behalf of its members, for obligations from public procurement procedure and public procurement contract, members of the cooperative shall have unlimited solidary liability.

8. REQUIREMENTS REGARDING DELIVERY DEADLINE; MANNER, PLACE, DEADLINE AND CONDITIONS OF PAYMENT; VALIDITY PERIOD OF THE BID; WARRANTY PERIOD; AND RECEIPT OF SERVICES

Requirements regarding delivery deadline

Entire delivery and installation of the subject goods shall be performed within the offered deadline.

In the Bid form the bidder is required to indicate the delivery and installation deadline for the total of goods subject to the procurement. Delivery and installation deadline cannot be longer than 120 days from the day of public procurement contract conclusion. Delivery and installation shall be considered completed when the authorized representatives of both the Procuring Entity and bidder sign a Minutes on the delivery of the subject goods, upon performing a functional inspection.

Place of delivery and installation shall be at the premises of the Procuring Entity, Republic Hydrometeorological Service of Serbia, Kneza Visaslava Street 66, Belgrade.

Requirements regarding the deadline and conditions of payment

Payment will be made into the current account of the bidder.

Payment deadline cannot be shorter than 15 days or longer than 45 days from the day of the official receipt of the bidder's invoice, including the Minutes on the delivery of the subject goods.

The Procuring Entity shall accept to pay up to 50% of the procurement subject value in advance.

Requirements regarding the bid validity period

The bid validity period cannot be shorter than 60 days from the day of bid opening.

In case of the expiry of the bid validity period, the Procuring Entity shall request in writing that the bidder should extend the bid validity period. The bidder that accepts the request for the extension of the bid validity period cannot change its bid.

Requirements regarding the warranty period

Bidder has to warrant that the subject goods are of suitable quality and that the replacement of the old version of the Radar Interface Board, along with the related software, will function properly within the warranty period.

Bidder has to give the warranty period of 10,000 hours or one year of continual operation of the installed hardware and related software.

9. PRICE, PRICE STRUCTURE, CURRENCY AND THE MANNER IN WHICH THE PRICE MUST BE INDICATED AND EXPRESSED IN A BID

The price of the goods set by bidder in the bid shall be expressed in dinars, with and without VAT, in accordance with Article 19 of the Law.

The price shall also include all dependent costs of the public procurement: potential import taxes, delivery costs, and all other dependent costs incurred by the bidder in the course of the implementation of the public procurement.

The bidders shall separately indicate the price of goods per item without VAT, the price of goods per item with VAT, and the total price with VAT.

The price must be fixed and it cannot be changed after the conclusion of the contract.

If a bid offers abnormally low price, the Procuring Entity shall act in accordance with Article 92 of the Law, demanding the bidder to supply detailed explanation of all constituent elements of the bid it considers relevant.

10. INFORMATION ON TYPE, CONTENTS, MANNER OF SUBMISSION, AMOUNT AND DEADLINES FOR GUARANTY FOR EXECUTION OF THE BIDDER'S OBLIGATIONS

In its bid a bidder is requested to submit financial collateral for good execution of work in the form of a Letter of Intent by a business bank for issuing the performance guarantee, to the amount of 5% of the gross value of the offer, and a Letter of Intent by a bank for issuing the guarantee for elimination of deficiencies within the warranty period, to the amount of 10% of the gross value of the offer. It is necessary to submit the originals of the mentioned Letters of Intent.

In accordance with the subject of the procurement, the Procuring Entity shall authorize the advance payment of up to 50% of the gross value of the offer, whereby all bidders accepting the advance payment are requested to submit in their bid an original copy of a Letter of Intent by a bank for issuing an advance payment guarantee for the amount of the requested advance payment.

The performance bank guarantee shall be submitted to the Procuring Entity at the moment of the conclusion of the contract or no later than 15 days after the signing of the contract, and its validity shall terminate 10 days upon the expiry of the deadline for the final execution of work.

The bank guarantee for elimination of deficiencies within the warranty period shall be submitted at the moment of the handover, that is, at the moment of the officially recorded receipt, and it shall be valid until the expiry of the one-year warranty period.

The advance payment bank guarantee for the amount of the requested advance payment shall be valid until the final delivery and installation, officially recorded in a minutes on receipt.

11. THE MANNER OF INDICATION OF CONFIDENTIAL DATA

The Procuring Entity shall keep as confidential all data about the bidders contained in the bid, which the bidder has indicated as confidential in the bid, in accordance with the Law; and shall refuse to disclose any information that would entail a breach of the confidentiality of the data obtained in the bid; the bidder shall maintain the confidentiality of the names of the stakeholders, bidders and applicants, as well as the information on the submitted bids, i.e. the applications, until the opening of the bids or applications.

The evidence on the fulfilment of the required conditions, price and other data contained in the bid relevant for the application of the criteria elements and for the bid ranking shall not be considered confidential.

The Procuring Entity shall keep as confidential the data in the bid contained in the documents indicated as such, i.e. marked with the indication “CONFIDENTIAL” in the upper right corner, as well as with the signature of an authorized representative of the bidder below the above-mentioned indication.

In case that only certain data contained in the document submitted with the bid is regarded as confidential, the confidential data must be marked in red, with a clear indication “CONFIDENTIAL” next to it, and with the signature of an authorized representative of the bidder below the above-mentioned indication.

The Procuring Entity shall not be responsible for the confidentiality of the data not indicated in the above-mentioned manner.

12. ADDITIONAL INFORMATION OR EXPLANATIONS ON THE PREPARATION OF BIDS

Any interested person may require in written form the Procuring Entity to provide them with any additional information or explanations on the preparation of the bid, not later than 5 (five) days before the expiry of the deadline for the submission of bids.

Within 3 (three) days after the reception of a request for additional information or explanations related to the tender documentation, the Procuring Entity shall send to the interested party a written answer by mail and, at the same time, publish that information at the Public Procurement Portal and on its web page.

The request for the additional information or explanations in connection with the preparation of the bid should be sent by the interested party with the note **“Request for additional explanations related to the tender documentation for the public procurement of**

goods – Modernization of the LAWR precipitation radar for the detection of the distribution of precipitation”, PP No. 14/14 – DO NOT OPEN“ – either by:

- mail to the address of the Procuring Entity: Republic Hydrometeorological Service of Serbia, Republic of Serbia, Kneza Visislava Str. 66, 11030 Belgrade, or by
- e-mail: nabavka@hidmet.gov.rs.

Requiring additional information or explanations regarding the preparation of the bid via telephone shall not be allowed.

13. MODIFICATIONS AND AMENDMENTS OF THE TENDER DOCUMENTATION

If the Procuring Entity, within the deadline for the submission of bids, modifies or amends the tender documentation not later than 8 days before the expiry of the deadline for the submission of bids, the deadline for the submission of the bids shall be extended and a notice on the extension of the deadline shall be published.

14. REQUIRING ADDITIONAL EXPLANATIONS FROM THE BIDDER AFTER THE OPENING OF BIDS AND PERFORMING CONTROL OF THE BIDDER OR ITS SUBCONTRACTOR

After the opening of the bids, during the expert evaluation of the bids, the Procuring Entity may, in writing, demand additional explanations from the bidder, which would help the Procuring Entity to review, evaluate and compare the bids, and it may also perform control (inspection) at the bidder or its subcontractor (Article 93 of the Law).

If the Procuring Entity considers there is a need for additional explanations or a need to perform control (inspection) at the bidder or its subcontractor, the Procuring Entity shall give an appropriate amount of time to the bidder to react on the request of the Procuring Entity, i.e. to allow the Procuring Entity to perform control (inspection) at the bidder or at the bidder's subcontractor.

The Procuring Entity may, with the bidder's consent, correct the calculation errors observed during the consideration of the bids after the procedure of bid opening.

In case of a difference between the unit and total price, the unit price shall be relevant.

Should the bidder refuse to accept the correction of the calculation errors, the Procuring Entity shall reject the bid of that bidder as unacceptable.

15. NEGATIVE REFERENCES – FULFILMENT OF THE OBLIGATIONS FROM THE PREVIOUSLY CONCLUDED CONTRACTS

The Procuring Entity shall reject a bid if it possesses evidence that, in the course of the previous three years, in a public procurement procedure the bidder has:

- 1) acted contrary to prohibition under Article 23 and 25 of the Public Procurement Law;
- 2) violated competition;
- 3) submitted false information in a bid, or unjustifiably refused to sign a public procurement contract after it had been awarded to it;
- 4) refused to supply evidence and collateral to which it has previously committed in its bid.

The Procuring Entity shall reject a bid if it possesses evidence that the bidder did not fulfill its obligations under the previously awarded public procurement contracts that related to the same subject of procurement, over a period of previous three years.

Such evidence may be:

- 1) final court decision or final decision of another competent body;
- 2) document on executed collateral for securing the fulfillment of obligations in a public procurement procedure or contractual obligations;
- 3) document on the paid contractual penalty;
- 4) complaint from consumers, or users, where these were not rectified within the contracted deadline;
- 5) report by supervisory body on works that were not executed in accordance with the project or contract;
- 6) statement on termination of contract due to failure to execute essential contractual elements, given in the manner and under conditions prescribed by the law governing contracts and torts;
- 7) evidence on having commissioned the persons not named in bid, to implement a public procurement contract as subcontractors or members of the group of bidders.

The Procuring Entity shall reject as unacceptable the bid of the bidder which is listed under the negative reference list, if the subject matter of the public procurement is the same as the procurement for which the bidder had been named in the negative reference list.

In the case that the subject of the public procurement for which the bidder has been listed under the negative reference list is not the same as the subject of the public procurement of these tender documents, the Procuring Entity shall demand that the bidder submit additional security for contract performance – a duly signed and registered promissory note with no endorsement other than the signature of the maker, in favour of the Procuring Entity, issued in the amount of 10% of the offered contract price with VAT included, with clauses: “unconditional” and “payable at first demand”, by way of additional security for contract performance, as well as a specimen signature card.

16. THE TYPE OF CRITERIA FOR CONTRACT AWARD, ELEMENTS OF CRITERIA FOR CONTRACT AWARD AND METHODOLOGY FOR AWARDED POINTS FOR EACH ELEMENT OF THE CRITERIA

The criterion for awarding the contract in this public procurement procedure shall be „the lowest offered price”.

17. COMPLIANCE WITH THE OBLIGATIONS ARISING FROM THE APPLICABLE REGULATIONS

Within its bid, the bidder shall submit a statement given under criminal and material liability that it fulfilled all obligations arising from the applicable regulations on safety at work, employment and working conditions, environmental protection, and that it guarantees that it is the holder of intellectual property rights.

18. USE OF PATENTS AND LIABILITY FOR BREACH OF PROTECTED INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES

The fee for the use of patents and the liability for breach of protected intellectual property rights of third parties shall be borne by the bidder.

19. REASONS TO REJECT A BID

The Procuring Entity shall reject a bid if it is untimely, unacceptable and inadequate in accordance with Article 3, items 31), 32) and 33) of the Law.

Furthermore, the Procuring Entity shall reject a bid if:

- 1) the bidder fails to prove that it meets all mandatory requirements for participation in the procurement procedure;
- 2) the offered bid validity period is shorter than that prescribed by law;
- 3) the bid contains other deficiencies which make it impossible to determine the actual contents of the bid, or to compare it with other bids.

20. REQUEST FOR THE PROTECTION OF RIGHTS

A request for the protection of rights may be submitted by the bidder or any interested person or business association on its behalf. A request for the protection of rights shall be submitted to the Republic Commission for the Protection of Rights in Public Procurement Procedures, and delivered to the Procuring Entity. At the same time, the claimant shall deliver a copy of the request for the protection of rights to the Republic Commission for the Protection of Rights in Public Procurement Procedures. The request for the protection of rights shall be submitted either directly, or by e-mail: nabavka@hidmet.gov.rs, or by registered mail with return receipt. A request for the protection of rights may be submitted during the entire public procurement procedure, against any act of the Procuring Entity, unless otherwise provided by the Law. The Procuring Entity shall inform all the participants in the public procurement procedure on the submitted request for the protection of rights, i.e. it shall publish an announcement on the submitted request on the Public Procurement Portal, no later than 2 days after the receipt of the request.

If the request for the protection of rights challenges the type of procedure, contents of the call for bids, or the tender documentation, the request shall be considered timely if received by the Procuring Entity no later than 7 days before the deadline for the submission of bids, regardless of the manner of delivery. In that case, the submission of the request for the protection of rights shall cause a halt in the deadline for the submission of bids. Once the decision to award the contract from Article 108 of the Law, or the decision to cancel the public procurement procedure from Article 109 of the Law has been made, the deadline for the submission of a request for the protection of rights shall be 10 days from the date of receipt of the decision. The acts of the Procuring Entity undertaken during the public procurement procedure may not be challenged by the request for the protection of rights if the claimant knew or could have known the reasons for the submission of the request before the expiry of the deadline for the submission of bids, and the claimant did not submit the request before the expiry of that deadline.

In case of a submission of a request for the protection of rights against any act of the Procuring Entity during the entire course of the public procurement procedure, an administrative fee in the amount of 80,000.00 dinars shall be paid by the claimant, to the account of the Budget

of the Republic of Serbia No.: 840-742221843-57, payment code: 253, ref. no.: 97 50-016, purpose of payment: Republic administrative fee, with the number of the public procurement it is intended for and the name of the Procuring Entity, beneficiary: the Budget of the Republic of Serbia.

The procedure for the protection of rights of the bidder is regulated by the provisions of Articles 138 – 167 of the Law.

The request for the protection of rights halts further activities of the Procuring Entity in the public procurement procedure until the decision is made on the submitted request for the protection of rights, unless the Republic Commission for the Protection of Rights decides otherwise upon the request of the Procuring Entity.

21. DEADLINE FOR CONCLUDING THE CONTRACT

The contract on public procurement shall be concluded with the bidder to which the contract was awarded, within 8 (eight) days after the expiry of the deadline for the submission of requests for the protection of rights from Article 149 of the Public Procurement Law.

In case only one bid is submitted, the Procuring Entity may conclude the contract before the expiry of the deadline for the submission of requests for the protection of rights, according to Article 112, paragraph 2, Item 5) of the Law.

VI BID FORM

Bid No.: _____ dated: _____

for public procurement: _____

– [fill in the subject of the public procurement],

1) GENERAL DATA ON THE BIDDER

Bidder's name:	
Bidder's address:	
Bidder's registration number:	
Bidder's tax identification number (TIN):	
Contact person:	
Bidder's e-mail address (e-mail):	
Telephone number:	
Telefax:	
Bidder's bank account number and name of the bank:	
Person authorized to sign the contract:	

2) BID SUBMITTED:

A) INDEPENDENTLY
B) WITH SUBCONTRACTORS
C) AS A JOINT BID

Note: circle the manner of bid submission and enter the information on the subcontractor, if the bid is made with subcontractors, or the information on all participants in the joint bid, if the bid is submitted by a group of bidders

3) DATA ON THE SUBCONTRACTOR:

1)	Subcontractor's name:	
	Address:	
	Registration number:	
	Tax ID:	
	Contact person:	
	Percent of the total value of the procurement to be entrusted to the subcontractor:	
	Part of the subject of the public procurement to be executed by the subcontractor:	
2)	Subcontractor's name:	
	Address:	
	Registration number:	
	Tax ID:	
	Contact person:	
	Percent of the total value of the procurement to be entrusted to the subcontractor:	
	Part of the subject of the public procurement to be executed by the subcontractor:	

Note:

Table "Data on the subcontractor" shall be filled in only by the bidders submitting a bid with subcontractors, and if the number of subcontractors is larger than the number of available fields in the table, it is necessary to make a sufficient number of copies of the form so as to enter and submit data for each subcontractor.

4) DATA ON THE PARTICIPANT IN A JOINT BID:

1)	Name of the participant in a joint bid:	
	Address:	
	Registration number:	
	Tax ID:	
	Contact person:	
2)	Name of the participant in a joint bid:	
	Address:	
	Registration number:	
	Tax ID:	
	Contact person:	
3)	Name of the participant in a joint bid:	
	Address:	
	Registration number:	
	Tax ID:	
	Contact person:	

Note:

Table “Data on the participant in a joint bid” shall be filled in only by the bidders submitting a joint bid, and if the number of participants in the joint bid is larger than the number of available fields in the table, it is necessary to make a sufficient number of copies of the form so as to enter and submit data for each participant in the joint bid.

BID FORM

BIDDER: _____

SUBJECT: „Modernization of the LAWR precipitation radar for the detection of the spatial distribution of precipitation”

PRICE (without VAT)	
Unit prices:	
1. Replacement of the Radar Interface Board with a new version	_____ RSD net
2. Removal of the Video modification box	_____ RSD net
3. Calibration of the radar using a very accurate RF Signal Generator	_____ RSD net
4. Installation of new software for the detection of the spatial distribution of precipitation RadarCtrl2 Version 10.1 (or later), along with the associated software for managing the radar’s scanning process, based on DOS.	_____ RSD net
Total value of the bid with all related costs, without VAT	_____ RSD net
PRICE (with VAT)	
Unit prices:	
1. Replacement of the Radar Interface Board with a new version	_____ RSD gross
2. Removal of the Video modification box	_____ RSD gross
3. Calibration of the radar using a very accurate RF Signal Generator	_____ RSD gross
4. Installation of new software for the detection of the spatial distribution of precipitation RadarCtrl2 Version 10.1 (or	

later), along with the associated software for managing the radar's scanning process, based on DOS.	_____ RSD gross
Total value of the bid with all related costs, with VAT	_____ RSD gross
DELIVERY AND INSTALATION DEADLINE	
We are offering the following deadline for the delivery of the subject goods:	_____ days from the date of the conclusion of the contract or from the date of payment of the advance
PAYMENT DEADLINE	
Payment deadline (cannot be shorter than 15 days)	_____ days from the date of delivery of the subject goods
BID VALIDITY DEADLINE	
Bid validity deadline (cannot be shorter than 60 days)	_____ days from the date of bid opening

BIDDER'S SEAL AND SIGNATURE

SIGNATURE OF THE COMMITTEE MEMBERS
1.
2.
3.

Notes:

The bidder shall fill in, certify with a seal and sign the bid form, thus confirming the correctness of the information given in the bid form. If bidders submit a joint bid, a group of bidders can choose that the bid form be signed and certified with a seal by all bidders from the group of bidders, or the group of bidders can designate one bidder from the group to fill in, sign and certify with a seal the bid form. If the subject of the public procurement consists of several lots, the bidders shall complete the bid form for each lot separately.

VII MODEL OF THE CONTRACT

1. The Republic of Serbia, “REPUBLIC HYDROMETEOROLOGICAL SERVICE OF SERBIA”, Kneza Visislava Str. 66, Belgrade, TIN: 102217008, Registration No.: 07003706, represented by: _____ (hereinafter: Procuring Entity)

and

2. “ _____ ” Str. _____ No. _____, TIN _____, Registration No.: _____ represented by: _____ (hereinafter: Provider),

with the following bidders from the group of bidders / with the following subcontractors:

- a) _____
- b) _____

(if the bidder participates in a group of bidders, cross out “with the following subcontractors”, and if the bid involves subcontractors, cross out “with the following bidders from the group of bidders” and fill in the relevant data)

conclude the following:

SALE AND PURCHASE CONTRACT

Contracting parties have ascertained:

- that, in accordance with Article 32, Article 52 paragraph 1, and Article 61 of the Law on Public Procurement (“Official Gazette of the Republic of Serbia”, No. 124/12, hereinafter: the Law), and based on the Call for bids published on the Public Procurement Portal and on the webpage of the Procuring Entity on 2014, the Procuring Entity conducted the procedure for the public procurement of goods “**Modernization of the LAWR precipitation radar for the detection of the spatial distribution of precipitation**”, in an open procedure No. 14/14;
- that on 2014 *(to be filled in by the Procuring Entity)* the Provider submitted bid No.: _____, *(to be filled in by the Procuring Entity)* which completely fulfils the requirements of the Procuring Entity and which is a constituent part of this Contract;
- that, in accordance with Article 108 paragraph 1 of the Law, and based on the Provider’s bid and the Decision on awarding the contract No.: _____ dated _____ 2014 *(to be filled in by the Procuring Entity)*, the Procuring Entity has chosen the Provider for the provision of goods.

Article 1

The subject of this Contract is the procurement of goods “**Modernization of the LAWR precipitation radar for the detection of the spatial distribution of precipitation**”, in accordance with technical specifications from the bid No.: _____ dated _____ 2014, which are set out in Annex to this Contract, and which represent its constituent part.

Article 2

The total agreed price for the goods from Article 1 of this Contract shall be 583,330.00 RSD (in words: five hundred and eighty three thousand three hundred thirty RSD) without VAT, that is, 700,000.00 RSD (seven hundred thousand RSD) with VAT (*to be filled in by the Procuring Entity*).

The total agreed price shall include the costs of import taxes, delivery, implementation of the goods from Article 1 of this Contract, maintenance within the offered warranty period, and all other related costs incurred by the Provider in the course of the execution of this public procurement.

The cost of the value added tax shall be borne by the Procuring Entity.

Article 3

The Provider shall deliver the goods from Article 1 of this Contract in complete accordance with the technical descriptions, specifications and characteristics required by the tender documentation.

The Provider shall perform the delivery and installation of the goods at the premises of the Republic Hydrometeorological Service of Serbia, Kneza Visislava Str. 66, Belgrade, within _ days (*to be filled in by the Procuring Entity – not longer than 120 days*) from the date of the conclusion of the contract or from the moment of the payment of the advance.

Article 4

The total agreed price from Article 2 of this Contract shall be fixed until the end of the Contract implementation.

The Procuring Entity shall make the payment upon the execution of the delivery of all goods and implementation of the goods from Article 1 of this Contract, within _____ days (*to be filled in by the Provider*) from the date of the official receipt of the invoice (**in case of an advance payment, the remaining part of the contractual obligation shall be paid upon the installation officially recorded in a minutes on receipt**).

Along with an invoice, the Provider shall deliver a copy of the signed Minutes on the delivery of the goods and a Report on the performed implementation activities for the goods from Article 1 of this Contract.

Article 5

Quantitative and qualitative receipt of the goods from Article 1 of this Contract is to be conducted by the authorized representatives of contracting parties who shall make the minutes on the takeover of goods during the delivery and installation and after putting it into operation. The minutes on delivery shall confirm the quantity and quality of the delivery.

The delivery shall be considered executed once the authorized representatives of both the Procuring Entity and the Provider sign the minutes on delivery and installation.

If the representative of the Procuring Entity ascertains during the handover of goods that the delivered goods do not correspond to the agreed goods, or in the event of detected deficiencies in the quantity and quality of the goods, the representative of the Procuring Entity shall not sign the minutes on delivery, but instead make a record on complaints which shall be signed by the authorized representatives of both the Provider and the Procuring Entity.

In case of complaints, within 3 (three) days from the date of making the record on complaints, the Provider shall either deliver new goods of appropriate quality or replace the deficient item with a new one, and if it fails to do so, the Procuring Entity shall have the right to unilaterally terminate the contract and receive compensation for damages.

Article 6

Upon signing of the Contract, the Provider shall submit an advance payment bank guarantee for the amount of the requested advance payment, with clauses: irrevocable, unconditional, payable at first demand, and without the right of objection, which shall be valid until the officially recorded delivery and installation, involving the operation of the device and the radar.

During the signing of the Contract, the Provider shall submit a bank guarantee for good execution of work with clauses: irrevocable, unconditional, payable at first demand, and without the right of objection, to the amount of 10% of the value of the Contract, VAT included, with the validity period 30 days longer than the deadline for the final execution of work (the deadline for the final execution of work is 30 days from the conclusion of the contract).

During the first delivery of the goods which are subject to this Contract, the Provider shall submit a properly signed and registered business bank guarantee for elimination of deficiencies within the warranty period, with clauses: irrevocable, unconditional, payable at first demand, and without the right of objection, to the amount of 5% of the value of the Contract, VAT included, and with the validity period 30 days longer than the warranty period (the warranty period is one year from the executed installation).

Article 7

The warranty period for the offered goods from Article 1 of this Contract shall be one year (10000 hours of operation) from the day of the signing of the Minutes on delivery.

The Provider shall guarantee that the delivered goods are of appropriate quality and that they shall function properly within the warranty period.

Article 8

The Contracting Parties agree that the Procuring Entity may terminate the Contract in writing in case of non-fulfilment of contractual obligations by the Provider.

The notice period shall be 15 (fifteen) days starting from the date when the Provider receives the notification on the termination of Contract by the Procuring Entity.

Article 9

Any disputes regarding the interpretation and application of this Contract shall be settled amicably by the Parties.

Otherwise, the Commercial Court in Belgrade shall have jurisdiction.

Article 10

Any issues not covered by this Contract shall be regulated by the provisions of the Law on Contract and Torts.

Article 11

This contract shall enter into force on the day of its signing.

Article 12

This Contract is made in 6 (six) identical copies, out of which each Party retains 3 (three) copies.

PROCURING ENTITY

PROVIDER

Note: The bidder is requested to fill in, sign, and certify with a seal the Model of the contract, thus verifying that it agrees with the contents of the Model of the contract.

VIII FORM OF PRICE STRUCTURE WITH INSTRUCTIONS ON ITS COMPLETION

Description	Basic price	Administrative costs	Other costs	Total price, VAT excluded	Total price, VAT included
1	2	3	4	5	6
<p>1. Replacement of the Radar Interface Board with a new version</p> <p>2. Removal of the Video Modification Box</p> <p>3. Calibration of the radar using a very accurate RF Signal Generator</p> <p>4. Installation of new software for the detection of the spatial distribution of precipitation RadarCtrl2 Version 10.1 (or later), along with the associated software for managing the radar's scanning process, based on DOS</p>					

Instructions on how to complete the price structure form:

The bidder shall fill in the price structure form in the following manner:

- In Column 2: The bidder shall fill in the basic price of the complete offered subject goods, without administrative costs, VAT excluded;
- In Column 3: The bidder shall fill in only administrative costs related to the participation in the public procurement procedure (administrative fees, costs for the preparation of the bid and other documentation);
- In Column 4: The bidder shall fill in other costs necessary for the bid preparation and delivery of the subject goods (*for instance, customs charges, bank fees, transportation and installation costs, etc.*) In case it incurred such costs, the bidder shall submit, along with the bid, those costs on a separate sheet of paper with a clear indication of the type of the costs;
- In Column 5: The bidder shall fill in the total price of all subject goods, with all dependent and independent costs, VAT excluded;
- In Column 6: The bidder shall fill in the total price of all subject goods, with all dependent and independent costs, VAT included.

Date:

SEAL
HERE

Bidder:

IX FORM OF THE STATEMENT ON BID PREPARATION COSTS

In conformity with Article 88, paragraph 1 of the Law, the bidder _____
 (fill in the name of the bidder) submits the total amount and the cost structure for the bid
 preparation, as indicated in the following chart:

TYPE OF COST	AMOUNT OF COST
TOTAL AMOUNT OF BID PREPARATION COSTS	

Bid preparation and submission costs shall be borne exclusively by the bidder and it may not require from the Procuring Entity to refund such expenses.

If the public procurement procedure was cancelled for the reasons relating to the Procuring Entity, the Procuring Entity shall refund to the bidder the expenses for producing a sample or a model, if these were made in conformity with the technical specifications of the Procuring Entity, as well as the expenses of providing the collateral, provided that the bidder required the refund of those expenses in its bid.

Note: the submission of this form is not mandatory

X FORM OF THE STATEMENT ON INDEPENDENT BID

Pursuant to Article 26 of the Public Procurement Law, _____
(the name of the bidder) is making the following

**STATEMENT
ON AN INDEPENDENT BID**

We hereby declare under full substantive and criminal liability that in the public procurement procedure No. 14/14 related to the modernization of the LAWR precipitation radar of the Republic Hydrometeorological Service of Serbia, Kneza Visislava Street 66, Belgrade, we have submitted the bid independently, without any agreement with other bidders or stakeholders.

In: _____

Date: _____

SEAL
HERE

**Signature of the authorized
representative**

Notes: In case of a reasonable doubt with regard to the accuracy of the statement on an independent bid, the Procuring Entity shall immediately inform the relevant competition protection body. The body in charge of the protection of competition may ban the bidder or the stakeholder from participating in the public procurement procedure if it establishes that the bidder or the stakeholder has violated competition rules in the public procurement procedure in accordance with the law governing competition protection. The ban from participating in a public procurement procedure may last for up to two years. Violation of competition constitutes a negative reference, in accordance with Article 82, paragraph 1, item 2) of the Law.

If the bid is submitted by a group of bidders, the Statement must be signed by an authorized representative of each bidder from the group of bidders, and verified by a seal.

**XI FORM OF THE STATEMENT ON THE FULFILMENT OF REQUIREMENTS
FROM ARTICLE 75 PARAGRAPH 2 OF THE LAW**

Regarding Article 75, paragraph 2 of the Law on Public Procurement, as the representative of the bidder, I am hereby making the following

STATEMENT

The bidder _____ in the public procurement procedure No. 14/14 related to the modernization of the LAWR precipitation radar for the needs of the Republic Hydrometeorological Service of Serbia, has complied with all the obligations arising from the current regulations on safety at work, employment and working conditions, environmental protection, and we guarantee that the bidder is the holder of intellectual property rights.

Date:

Bidder:

SEAL
HERE

*Note: **If the bid is submitted by a group of bidders,** the Statement must be signed by an authorized representative of each bidder in the group of bidders and verified by a seal.*

XII FORM OF THE CERTIFICATE OF PROFESSIONAL REFERENCES

NAME OF THE PROCURING ENTITY _____
SEAT _____
ADDRESS _____
TELEPHONE NUMBER _____
REGISTRATION NUMBER _____
TIN _____

In accordance with Article 77, paragraph 2, item 2) of the Law on Public Procurement (“Official Gazette of RS”, No. 124/12), I am hereby issuing the following:

CERTIFICATE OF PROFESSIONAL REFERENCES
(“Modernization of the LAWR precipitation radar for the detection of the spatial distribution of precipitation”)

It is hereby certified that in the period of 5 (five) years prior to the date of the publishing of the call for bids on the Public Procurement Portal of the Public Procurement Office, bidder

delivered and implemented, in the period from _____ to _____, the equipment, spare parts and software for **LAWR precipitation radar**, based on the Contract No. _____ dated _____ and Annex to the Contract _____, with the total value of _____ RSD, VAT included.

This certificate is being issued at the request from _____, for the purpose of participation in a tender procedure.

The authorized representative of the Procuring Entity under full substantive and criminal liability certifies with their signature and seal that the above data are accurate.

Date: _____

SEAL
HERE

Signature of the authorized
representative