

Maize Research Institute, Zemun Polje, Slobodana Bajića 1,
Belgrade-Zemun

TENDER DOCUMENTS
in the procedure of public procurement of small value goods
-Research Laboratory Equipment -
Ordinal number of the procurement: M-49/20

Chairwoman: Jelena Bajagić,
Members: Ana Nikolić
Manja Božić,
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December 2020

Pursuant to the Articles 39 and 61 of the Public Procurement Law (Official Gazette of the Republic of Serbia, issues 124/2012, 14/15 and 68/15, hereinafter referred as the Law), the Article 2 of the Rules on Mandatory Elements of Tender Documents in the Public Procurement Procedures and on the Manner of Proving the Fulfilment of Requirements (Official Gazette of the Republic of Serbia, issues 86/15 and 41/19), the Decision on Initiating Public Procurement Procedure number 7 M-49/20-1 of June 30, 2020 and the Decree on Formation of Public Procurement Commission number 7 M-49/20-2 of June 30, 2020 it was prepared as follows:

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for the public procurement of small value goods
-Research Laboratory Equipment -
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I - GENERAL INFORMATION ON PUBLIC PROCUREMENT

1. Information on the Ordering party

- Ordering party: Maize Research Institute, Zemun Polje
- Address: Slobodana Bajića 1, 11185 Belgrade-Zemun
- Website: www.mrizp.rs

2. Type of the public procurement procedure

The present public procurement is conducted in a public procurement procedure of small value goods pursuant to the Law and regulations that govern public procurements.

3. Public procurement subject: Goods – Research Laboratory Equipment

4. Code and description from the Common Procurement Vocabulary:

- 38000000 - Laboratory, optical and precise equipment (excl. glasses).

5. Aim of the procedure

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

6. Contact:

Contact person: Jelena Bajagić, email: javnenabavke@mrizp.rs

II - DATA ON THE SUBJECT MATTER OF THE PUBLIC PROCUREMENT

1. Public procurement subject are goods:

Public procurement subject are goods - Research Laboratory Equipment, Ordinal number of the procurement: M-49/20

2. Code and description from the Common Procurement Vocabulary:

- 38000000 - Laboratory, optical and precise equipment (excl. glasses).

III - TYPE, QUANTITY AND DESCRIPTION OF GOODS

O. no.	DESCRIPTION OF THE EQUIPMENT	Unit of measure	Quantity
1.	Photosynthesis Yield Analyzer MINI-PAM-II/B Waltz or corresponding - Measuring light: Blue (470 nm) LED, standard modulation frequencies 5 to 25 Hz adjustable in increments of 5 Hz and 100 Hz, measuring light PAR at standard settings = 0.05 $\mu\text{mol m}^{-2} \text{s}^{-1}$. Fluorescence at wavelengths greater than 630 nm is measured. Actinic light: Same blue LED as for measuring light, maximum actinic PAR = 3000 $\mu\text{mol m}^{-2} \text{s}^{-1}$, maximum PAR of saturation pulses = 6000 $\mu\text{mol m}^{-2} \text{s}^{-1}$ adjustable at increments of 500 $\mu\text{mol m}^{-2} \text{s}^{-1}$. Far red light: Peak emission at 735 nm. Signal detection: PIN photodiode protected by long-pass and a short-pass filters. Data memory: Flash memory, 8 MB, providing memory for more than 27000 saturation pulse analyses. Display: Backlit 160 x 104 dots (78 x 61 mm) transfective B/W LCD display with resistive touchscreen. Ports: Ports for fiberoptics, USB cable, external light source, 2035-B leaf clip, auxiliaries and 12 V DC power supply. Power supply: 6 AA (Mignon) rechargeable batteries (Eneloop 1.2 V/2 Ah), providing power for up to 1000 yield measurements; 6 spare batteries, automatic power/off, battery charger (100 to 240 V AC, 50-60 Hz, 0.35 A) for 1 to 8 AA/AAA NI-	pc	1

	<p>MH/Ni-CD batteries, 12 V 5.5 A power supply MINI PAM-II/N. Operating temperature: -5 to +45 °C (non-condensing). Fiberoptics MINI-PAM/F. Power Supply MINI-PAM-II/N. Battery Charger 000190101101. Distance Clip 60° 2010-A. Transport Case MINI-PAM-II/T. Software WinControl-3.</p> <p><u>Technical specifications:</u></p> <ul style="list-style-type: none"> -Fluorimeter for field use featuring blue measuring light and blue actinic light (470 nm) plus far-red light (740 nm) -Enhanced sensitivity due to detection of short wavelength chlorophyll fluorescence -Small dimensions, suitable for field work -Reliability under rugged conditions -Simple execution of fluorescence analysis 		
2.	<p>Dark Leaf Clips, 2035-B Walz or corresponding Made from aluminium (weight 3.6 g), with sliding shutter for dark-adaptation (3 pcs).</p>	pc	10

Quality means that the selected bidder delivers the goods in accordance with the required specification as well as the standards applied to the stated goods.

The bidder should prove the technical specifications by the catalogue, advertising brochure or any other document in Serbian / English, which must contain the evidence for all required items from the technical specifications of the subject matter of the public procurement. A bid that does not include the manufacturer's catalogue will be rejected as inappropriate and will not be considered.

Note:

- The equipment that is the subject of this public procurement must be new, factory-sealed, including instructions for use and maintenance and the warranty card,
- the warranty period cannot be shorter than 24 months from the day of delivery,
- the bidder is obliged to provide all spare parts necessary for the maintenance of the equipment within the warranty period,
- in the event of a malfunction, the bidder is obliged to respond to the request made by the ordering party within 3 days from the moment the failure was reported and to start identifying and remedying it within 5 days from the moment the failure was reported,
- the bidder is obliged to provide service and technical support for the delivered equipment within the warranty period (servicing and procurement of spare parts and consumable materials);
- the bidder is obliged to provide the maintenance and servicing of the equipment that is the subject matter of the public procurement performed exclusively by repairmen with the appropriate certificates issued by the equipment manufacturer.

Quality control

The Ordering party will designate a responsible person who will perform quality control upon the receipt of goods delivered by the selected Bidder. The Ordering party has the right to make a complaint about the goods within 10 days from the day of the receipt of the goods and quality control. The responsible person designated by the ordering party will send a written complaint to the selected bidder who is obliged within five days to make a correction and deliver new goods that are in accordance with the required specification of goods.

Place and time of goods delivery

The Bidder is obliged to deliver goods within a maximum of 30 days from the day of the submission of the purchase order. The place of delivery of goods is the address of the Ordering party: Maize Research Institute, Zemun Polje, Slobodana Bajića 1, 11185 Belgrade-Zemun.

IV - REQUIREMENTS FOR THE PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE STIPULATED IN THE ARTICLE 75 OF THE LAW AND INSTRUCTIONS ON THE MANNER OF PROVING THE FULFILMENT OF REQUIREMENTS

1. REQUIREMENTS FOR THE PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE STIPULATED IN THE ARTICLE 75

The right to participate in the public procurement procedure has a bidder who **meets mandatory requirements** for the participation in the public procurement procedure defined in the Article 75, section 1, paragraphs 1-4 of the Law, as follows:

- The Bidder is registered with the competent authority, i.e. listed in the appropriate register;
- The Bidder and its legal representative have not been convicted of any criminal act as members of an organised criminal group; the Bidder has not been convicted of commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud;
- The Bidder has paid due taxes, contributions and all other duties pursuant to regulations of the Republic of Serbia or any other country in which it has its head office.

The right to participate in the public procurement procedure has a bidder who **meets mandatory requirements** for the participation in the public procurement procedure defined in the Article 75, section 2 of the Law, as follows:

- When preparing the bid, the Bidder is obliged to explicitly state that it has fulfilled obligations under applicable regulations on safety at work, employment and working conditions, environmental protection, as well as that there is no ban on performing the activity that is in force at the time of the bid submission.
- **PROOF** - A signed and certified Template for the Declaration (Template for the Declaration is given in the Chapter XIII). The Declaration has to be signed by the bidder's authorised person and stamped by the certification seal.

The Bidder proves meeting of the mandatory requirements for the participation in the public procurement procedure in question, in accordance with the Article 77, Section 4 of the Law, by submitting the template for declaration of the bidder on fulfilment of the requirements pursuant to the Article 75 of the Law, given under full material and criminal liability the Bidder confirms that all mandatory requirements necessary for the participation in the public procurement procedure have been met (the Template for declaration is given in Chapters XIII and XIII-a).

2. REQUIREMENTS FOR THE PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE STIPULATED IN THE ARTICLE 76

A Bidder fulfilling **additional requirements** has a right to participate in the public procurement procedure defined in the Article 76 of the Law as follows:

- the Bidder has to have the necessary **business capacity**, meaning that the Bidder has to have at least two signed contracts/issued a minimum of two invoices for the deliverance of goods that are the subject matter of the tender in the period of no longer than five years since the opening of the call for the bid submission.
- **PROOF** - Photocopies of contracts/invoices.

If the Bidder submits a bid **with a subcontractor**, in accordance with the Article 80 of the Law, a subcontractor has to fulfil mandatory requirements stipulated in the Article 75, section 1, paragraphs 1-4 of the Law.

If a **group of bidders** submits a bid, each bidder of the group has to fulfil mandatory requirements stipulated in the Article 75, section 1, paragraphs 1-4 of the Law.

Prior to making a decision on awarding the contract, the Ordering party may require from the Bidder, whose bid was evaluated as the most favourable, to submit for the accession the original and the certified copy of all or some proofs on fulfilment of requirements.

If in the given time, not shorter than five days, the Bidder is not able to submit the original and the certified copy of required proofs, the Ordering party shall reject its bid as unacceptable.

The Bidder is not obliged to submit proofs that are publicly available on websites of the competent authorities. A person/entity registered in the Bidders Register may, instead of a submitted proof for requirements stipulated in the Article 75, section 1 of the Law, state the websites with required data publicly available.

The Bidder is obliged, with no delay, to notify the Ordering party in writing of any change regarding the fulfilment of requirements from the public procurement procedure, which occurs prior to decision making, i.e. prior to signing the contract or during the term of the contract on the public procurement and it has to document it in the prescribed manner.

V - INSTRUCTIONS TO BIDDERS ON BID PREPARATION

1. INFORMATION ON LANGUAGE TO BE USED IN BID PREPARATION

The Bidder submits the bid in the Serbian language.

2. MANNER OF THE BID PREPARATION

The Bidder should submit the bid in person or by mail in a sealed envelope, sealed in such a way that during bid opening it can be verified with certainty that the envelope is opened for the first time.

The name of the Bidder, the exact address, contact person and the telephone number should be indicated at the back flap of the sealed envelope.

In case that the bid is submitted by a group of bidders, the names and addresses of all bidders participating in the joint bid should be indicated at the back flap of the sealed envelope.

The bid should be submitted to the address: Maize Research Institute, Zemun Polje, Slobodana Bajića 1, 11185 Belgrade-Zemun, with the designation: "BID FOR PUBLIC PROCUREMENT of goods-Research Laboratory Equipment, the public procurement number M-49/20-DO NOT OPEN".

The bid is considered timely if received by the Ordering party up to January 18, 2021 until 12:00 pm (noon). Opening of bids will be held on the same day with the beginning at 12:15 pm in the premises of the Maize Research Institute, Zemun Polje.

Upon the receipt of a specific bid, the Ordering party will record, on the envelope in which the bid was received, the time of the receipt, the number and the date of the bid according to the arrival order. If the bid is submitted in person, the Ordering party shall issue a certificate of the bid receipt. The Ordering party should indicate the date and the hour of the bid receipt.

The bid that the Ordering party did not receive within the deadline for the bid submission, or which was received after the date and the hour by which bids should be submitted, shall be considered untimely.

If an error is made during the bid preparation, the Bidder may eliminate such an error but the Bidder's responsible person has to put a signature beside the corrected part and to stamp it by a certification seal.

The bid has to contain the following fulfilled, signed and certified templates:

- Bid template
- Model contract
- Price structure template with the instruction on its fulfilment
- Template for declaration of the obligation of submitting financial collateral in case of the contract award
- Declaration of independent bid template
- Template for declaration of compliance with obligations under the Article 75, section 2 of the Law
- Template for declaration of the bidder on fulfilment of the requirements pursuant to the Article 75 of the Law
- Template for declaration of the subcontractor on fulfilment of the requirements pursuant to the Article 75 of the Law
- Proofs of additional requirements for the participation in the public procurement procedure defined in the Article 76 of the Law have to be submitted
- The catalogue, advertising brochure or any other document in Serbian / English have to be submitted about the product they offer.

If bidders submit a joint bid, all bidders of the group may choose to sign and seal all templates given in the tender documents (with the exception of templates for declarations given under material and criminal liabilities) or the bidders of the group may appoint one bidder of the group that will sign and seal templates, which should be defined in the bidders' agreement that is submitted as an integral part of the joint bid.

3. VARIANT BIDS

The submission of variant bids is not allowed.

4. MODES OF AMENDING, SUPPLEMENTING AND REVOKING OF BIDS

The Bidder may amend, supplement and revoke its bid within the bid submission period in a way that is designated for the bid submission.

The Bidder is obliged to indicate clearly the part of the bid that has been amended or which documents will be subsequently submitted.

Any change, amendment or revoke of the bid should be submitted to the address: Maize Research Institute, Zemun Polje Slobodana Bajića 1, 11185 Belgrade-Zemun, with a designation:

- **"Amendment of the bid for the public procurement of goods–Research Laboratory Equipment, the PP number M-49/20-DO NOT OPEN"**, or
- **"Supplement of the bid for the public procurement of goods–Research Laboratory Equipment, the PP number M-49/20-DO NOT OPEN"**, or
- **"Revoke of the bid for the public procurement of goods–Research Laboratory Equipment, the PP number M-49/20-DO NOT OPEN"**, or
- **"Amendment and supplement of the bid for the public procurement of goods–Research Laboratory Equipment, the PP number M-49/20-DO NOT OPEN"**.

The Bidder's name, its exact address, the contact person and the telephone number should be indicated at the back flap of the envelope. In case that the bid is submitted by a group of bidders, the names and addresses of all bidders participating in the joint bid should be indicated at the back flap of the envelope.

On the expiration of the bid submission deadline, the Bidder cannot withdraw or amend its bid.

5. PARTICIPATION IN A JOINT BID OR AS A SUBCONTRACTOR

A bidder may submit only one bid.

The bidder independently submitting a bid cannot at the same time participate in a joint bid or as a subcontractor nor the same person/entity can participate in several joint bids.

In the Bid template, the Bidder states the way of the bid submission, i.e. whether an independent/individual or a joint bid is submitted, or whether it is submitted with a subcontractor.

6. SUBCONTRACTOR BID

In case the bid is submitted together with a subcontractor, the Bidder is obliged to state in the Bid template that the bid is submitted with a subcontractor, the percentage of the total value of the procurement that will be assigned to a subcontractor that cannot exceed 50%, as well as the part of the subjects of the procurement that will be performed through a subcontractor.

If the Bidder intends to entrust the part of the procurement execution to a subcontractor, the name and address of the subcontractor have to be stated in the Bid template. If the public procurement contract will be signed between the Ordering party and the Bidder that submits the subcontractor bid, this subcontractor will be specified in the public procurement contract.

The Bidder is obliged to submit proofs that subcontractors fulfil requirements given in the Chapter IV of the Tender Documents pursuant to Instructions on how to prove the fulfilment of requirements.

Regardless the number of subcontractors, the Bidder is completely responsible to the Ordering party for the fulfilment of obligations under the public procurement procedure or for the fulfilment of contractual obligations.

Upon the request by the Ordering party, the Bidder is obliged to enable the access to the subcontractor, so that the Ordering party may determine the fulfilment of requested requirements.

7. JOINT BID

A bid may be submitted by a group of bidders.

If the bid is submitted by a group of bidders, the integral part of the joint bid has to be an agreement by which the bidders of the group are committed to each other and also to the Ordering party regarding the performance of the public procurement. This agreement mandatory includes data under the Article 81, section 4, paragraphs 1-2 of the Law providing the information on:

- A member the group, which will be a main contractor or which will submit the bid and represent the group of bidders before the Ordering party;
- a job description of each bidder of the group of bidders in the execution of the contract.

The group of bidders is obliged to submit proofs that requirements given in the Chapter IV of the Tender Documents pursuant to Instructions on proving the fulfilment of requirements are fulfilled.

Bidders of the group of bidders have unlimited joint liability to the Ordering party.

The group of bidders may submit a bid independently, in its own name but on behalf of the group, or a joint bid on behalf of its members.

If the group of bidders submits the bid on its own behalf, the group and the members of the group are liable for obligations under the public procurement procedure and the public procurement contract pursuant to the Law.

If the group of bidders submits the bid on the behalf of the group members, members of the group have unlimited joint liability to the group for the obligations under the public procurement procedure and the public procurement contract.

8. METHODS AND TERMS OF PAYMENT, AND OTHER CIRCUMSTANCES ON WHICH THE ACCEPTANCE OF BIDS DEPENDS

8.1. Requirements regarding the method, deadline and terms of payment

The Ordering party is obliged to make a payment to the supplier within a period that cannot be shorter than 30 calendar days from the day of the receipt of the correct invoice.

8.2. Requirements regarding the deadline (delivery of goods, performance of services, performances of works)

The Bidder is obliged to deliver the goods within a maximum of 30 days of the submission of the purchasing order.

The place of delivery is the address of the Ordering party, Slobodana Bajića 1, Belgrade-Zemun.

8.3. Requirements regarding the bid validity period

The bid validity period cannot be shorter than 30 days of from the day of bid opening. In case of the expiry of the bid validity period, the Ordering party is obliged to request in a written form from the Bidder the extension of the bid validity period.

The Bidder accepting the extension of the bid validity period cannot amend the bid.

8.4. Warranty period

The warranty period for the delivered goods cannot be shorter than 24 months from the day of goods delivery.

9. CURRENCY AND THE MANNER IN WHICH THE PRICE HAVE TO BE STATED AND EXPRESSED IN THE BID

The price of goods has to be expressed in RSD or in EUR with and without value added tax, inclusive of all costs provided that the price without value added tax will be taken into account in the process of bid evaluation.

The price of goods expressed in EUR will be converted into RSD using the appropriate medium exchange rate of the National Bank of Serbia on the day when bid opening begins.

If the bid contains an unusually low price, the Ordering party shall act in accordance with the Article 92 of the Law.

10. DATA ON THE TYPE, CONTENT, MODALITY OF SUBMISSION, LEVEL AND TERMS OF THE FULFILMENT OF OBLIGATIONS OF BIDDERS

At the moment of signing the contract, the Bidder, in order to ensure the fulfilment of contractual obligations, submits financial collateral for good performance in the amount of 10% of the contract value without VAT, which lasts at least 30 days beyond the date of the expiry of the deadline for the finalisation of the operations, or until the expiration of the warranty period on delivered goods and installed parts, as follows:

- Sole blank bill with a clause "without complaints", duly signed and certified with a copy of a specimen signature, the authorisation for filling the bill and the certification of the bill registration, or
- Bank guarantee that has to be irrevocable, unconditional and payable on the first demand without objections.

The Ordering party is obliged to return to the Bidder the funds of financial collateral after the expiry of the period of their validity. The integral part of the Tender documents is the Template for declaration by which the bidders undertake the obligation to submit funds of financial collateral, in case that they were awarded the contract, as provided in the Tender documents (Chapter IX).

11. PROTECTION AND CONFIDENTIALITY OF DATA THAT THE ORDERING PARTY MAKES AVAILABLE TO BIDDERS AND THEIR SUBCONTRACTORS

The subject procurement does not contain confidential information that the Ordering party makes available.

12. ADDITIONAL INFORMATION OR CLARIFICATIONS REGARDING THE BID PREPARATION

The interested party may request the in written form from the Ordering party the additional information or clarifications regarding the bid preparation, by sending a letter five days prior to the expiry of the deadline for the bid submission. These requests are delivered during the working week - Monday to Friday from 7.30 AM to 3.30 PM to the address of the Ordering party: Maize Research Institute, Zemun Polje, Slobodana Bajića 1, 11185 Belgrade-Zemun, or by e-mail: javnenabavke@mrizp.rs. The interested parties should submit their questions in memorandum letters, with the reference number, date, seal and the signature of the responsible person of the interested party.

The Ordering party shall provide additional information or clarifications of Tender documents to the interested party within three (3) days of the receipt of the request. The response will be in the written form and, at the same time, it will be posted on the Public Procurement Portal and its own website.

The additional information or clarifications should be submitted with the designation "Request for additional information or clarifications regarding Tender documents, public procurement number M-49/20".

If the Ordering party changes or amends Tender documents eight or fewer days before the deadline for the submissions of bids, it is obliged to extend the deadline for the submission of bids and to announce this extension.

Upon the expiry of the deadline for the bid submission, the Ordering party is not allowed to alter nor amend the Tender documents.

Requesting the additional information or clarifications regarding the bid preparation by telephone is not allowed.

The communications in the public procurement procedure is carried out exclusively in the manner prescribed by the Article 20 of the Law.

13. ADDITIONAL EXPLANATIONS FROM THE BIDDER AFTER OPENING OF BIDS AND CONTROL AT THE BIDDER'S AND ITS SUBCONTRACTOR'S

Once bids are opened, the Ordering party may require, in the written form, additional explanations from the Bidder that will help in the process of review, evaluation and comparison of bids. The Ordering party may perform control (inspection) at the bidder's and its subcontractor's (Article 93 of the Law).

If the Ordering party considers that further clarifications are necessary or if the control (inspection) at the bidder's or its subcontractor's is needed, the Ordering party will provide the Bidder with the appropriate deadline to comply with the call of the Ordering party or to enable the Ordering party to control (inspect) at the Bidder's or its subcontractor's.

The Ordering party may, with the Bidder's consent, correct calculation errors observed when examining the bid upon termination of the bid opening procedure.

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

If the Bidder does not agree with the correction of the calculation errors, the Ordering party shall reject its bid as unacceptable.

14. TYPE OF CONTRACT AWARD CRITERIA, ELEMENTS OF CRITERIA ON THE BASIS OF WHICH THE CONTRACT IS AWARDED AND THE METHODOLOGY FOR ASSIGNING RELATIVE SIGNIFICANCE OF EACH ELEMENT OF THE CRITERION

"**The lowest offered price**" is the criterion for the selection of the most favourable bid.

15. ELEMENTS OF THE CRITERION ON WHICH THE ORDERING PARTY WILL AWARD THE CONTRACT IN THE SITUATION WHEN THERE ARE TWO OR MORE BIDS WITH THE SAME OFFERED PRICE

If there are two or more bids with the same offered price, a bid of a Bidder offering the longest term of payment will be selected. If bidders offered the same term of payment a bid of a Bidder offering the longest term of bid validity will be selected.

16. METHOD AND THE DEADLINE FOR THE SUBMISSION OF THE REQUEST FOR THE PROTECTION OF BIDDER'S RIGHTS

The request for protection of rights may be submitted by the Bidder or interested party having an interest in the contract award and having suffered or could suffer damage due to actions of the Ordering party contrary to provisions of the Law.

The request for protection of rights is submitted to the Ordering party, while the copy is at the same time submitted to the Republic Commission. The request for protection of rights is submitted directly/in person, by electronic mail to the e-mail: javnenabavke@mrizp.rs, by fax to the number 011 375 4994 or by the registered mail with the return receipt. The request for protection of rights may be submitted during the entire public procurement procedure against any action of the Ordering party, unless the Law provides otherwise. The Ordering party posts the information about the submitted request for protection of rights on the Public Procurement Portal and its website no later than two (2) days from the request receipt.

If the request for protection of rights disputes the type of procedure, the content of the call to submit bids or tender documents, the request will be considered timely if it is received by the Ordering party no later than three (3) days before the deadline for the bid submission, regardless of the method of delivery and if the applicant, in accordance with the Article 63, section 2 of the Law, pointed out to the Ordering party at any possible deficiencies and irregularities that had not been eliminated by the Ordering party. The request for protection of rights disputing actions taken by the Ordering party prior to the deadline for the bid submission, and after the expiry of the period referred to in the Article 149, section 3 of the Law, will be deemed timely if it is submitted no later than the deadline for the submission of bids. In that case the deadline for submission of bids is delayed.

After making the decision to award the contract under the Article 108 of the Law or the decision to suspend the public procurement procedure under the Article 109 of the Law, the deadline for the submission of the request for protection of rights is 5 days after the posting the decision on the Public Procurement Portal.

The request for protection of rights cannot dispute the actions of the Ordering party taken during the public procurement procedure if the applicant was or could have been aware of the reasons for its submission before the deadline for the submission of the request under Article 149, sections 3 and 4 of the Law, and the applicant did not submit the request before the expire of that deadline.

If in the same public procurement procedure, the request for protection of rights is resubmitted by the same applicant, this request cannot dispute actions taken by the Ordering party if the applicant was or could have been aware of them when submitting the previous request.

The applicant is required to pay the fee of 60,000.00 RSD to the transfer account of the Budget of the Republic of Serbia, number: 840-30678845-06, reference number: write in information on the number or the designation of the public procurement on the occasion of which the request for protection of rights is submitted, purpose of payment: write in succession ZZP; name of the Ordering party; number and the designation of the public procurement on the occasion of which the request for protection of rights is submitted. The certificate has to be issued by a bank. This certificate confirms that the payment of the republic administrative fee for the submission of the request for protection of rights in the procedure of public procurement of small value goods ordinal number M-49/20–Research Laboratory Equipment, was effected. The bank certificate has to contain the name of the Ordering party, the bank seal and the signature of the authorised person, a clear designation that the payment of the fee was made and the date when the payment was made or effected.

17. DEADLINE FOR THE CONCLUSION OF THE CONTRACT

The public procurement contract shall be submitted to the Bidder that was awarded the contract, within eight (8) days from the day of the expiry of the term for the submission of the request for protection of rights as stated in Article 149 of the Law.

In case that only one bid has been submitted, the Ordering party may conclude the contract even before the expiry of the term for the submission of the request for protection of rights as stated in the Article 112, section 2, paragraph 5 of the Law.

VI BID TEMPLATE

Goods–Research Laboratory Equipment, PP number M-49/20

The bid no. _____ of _____ for the public procurement of goods:
Research Laboratory Equipment, PP number M-49/20.

1) GENERAL INFORMATION ON THE BIDDER

Bidder's name:	
Bidder's address:	
Registry number:	
Tax identification number (TIN):	
Name of the contact person:	
Bidder's electronic mail (e-mail):	
Telephone:	
Fax:	
Bidder's account number and the bank name:	
Person authorised for signing the contract:	

2) BID SUBMITTED:

A) INDIVIDUALLY
B) WITH A SUBCONTRACTOR
C) AS A JOINT BID

Note: circle the method of the bid submission and give details of the subcontractor, if the bid is submitted with a subcontractor, or information on all participants in the joint bid, if the bid is submitted by a group of bidders.

3) INFORMATION ON THE SUBCONTRACTOR

1)	Name of the subcontractor:	
	Address:	
	Registry number:	
	Tax identification number (TIN):	
	Name of the contact person:	
	Percentage of the total value of the procurement to be entrusted the subcontractor:	
	A part of the procurement subject to be performed by the subcontractor:	
2)	Name of the subcontractor:	
	Address:	
	Registry number:	
	Tax identification number (TIN):	
	Name of the contact person:	
	Percentage of the total value of the procurement to be entrusted the subcontractor:	
	A part of the procurement subject to be performed by the subcontractor:	

Note:

The Information on the subcontractor template is fulfilled only by bidders submitting the subcontractor bid. If the number of subcontractors is greater than the cells in the template, the template must be copied in the necessary number of copies so that information for each subcontractor may be fulfilled and submitted

4) INFORMATION ON PARTICIPANTS IN THE JOINT BID

1)	Name of the participant in the joint bid:	
	Address:	
	Registry number:	
	Tax identification number (TIN):	
	Name of the contact person:	
2)	Name of the participant in the joint bid:	
	Address:	
	Registry number:	
	Tax identification number (TIN):	
	Name of the contact person:	
3)	Name of the participant in the joint bid:	
	Address:	
	Registry number:	
	Tax identification number (TIN):	
	Name of the contact person:	

Note:

The Information on participants in the joint bid template is fulfilled only by bidders submitting the joint bid. If the number of participants is greater than the cells in the template, the template must be copied in the necessary number of copies so that information for each participant may be fulfilled and submitted.

5) DESCRIPTION OF THE PROCUREMENT SUBJECT - goods - Research Laboratory Equipment, PP number M-49/20.

Total price without VAT	
Deadline and mode of payment (minimum 30 days after the official receipt of the invoice)	_____days after the official receipt of the invoice
Bid validity period (minimum 30 days from the day of bid opening)	_____ days from the day of bid opening

Date and place:

Signature of the authorised person

L.S.

Note:

**The bid template has to be completed, signed and seal certified by the Bidder, which certifies that data given in the template are accurate. If bidders submit the joint bid, group of bidders may choose that each of them or just one appointed bidder signs and seal certifies the bid template.*

VII - MODEL UGOVORA

UGOVOR

UGOVORNE STRANE:

Institut za kukuruz „Zemun Polje“, ulica Slobodana Bajića broj 1, 11185 Beograd, Zemun, MB: 07017618, PIB: 100001589, koga zastupa direktor dr Branka Kresović (u daljem tekstu: Naručilac), sa jedne strane
i

Član 1.

Ugovorne strane konstatuju:

- da je Institut za kukuruz „Zemun Polje“ kao Naručilac, u skladu sa Zakonom o javnim nabavkama (Službeni glasnik Republike Srbije, br. 124/12, 14/15 i 68/15) sproveo postupak javne nabavke dobara, redni broj M-49/20 – Oprema za istraživačke laboratorije;
- da je Naručilac u sprovedenom postupku, izabrao ponudu Dobavljača broj _____ od _____ godine, kao najpovoljniju/jedinu prihvatljivu.

PREDMET UGOVORA

Član 2.

Dobavljač se obavezuje da isporuči dobra – opremu za istraživačke laboratorije, vrsta i količina dobara bliže su određeni Tehničkom specifikacijom koja je sastavni deo Konkursne dokumentacije, JN br. M-49/20.

CENA

Član 3.

Ugovorne strane su saglasne da ugovorena cena dobara, koje je predmet ovog Ugovora, iznosi:

- _____ dinara bez obračunatog PDV-a, odnosno
- _____ EUR-a.

Ukupno ugovorena cena, iz usvojene ponude Dobavljača, je nepromenljiva, fiksna i uključuje sve troškove koje Dobavljač ima oko izvršenja predmeta nabavke.

VII MODEL CONTRACT

CONTRACT

CONTRACTING PARTIES:

Maize Research Institute, Zemun Polje, Slobodana Bajića broj 1, 11185 Belgrade-Zemun, Registry number 07017618, Tax identification number 100001589, represented by Dr. Branka Kresović, Director (hereinafter referred as the Ordering party) and

Article 1.

Contracting parties state that:

- The Maize Research Institute, Zemun Polje, as the Ordering party, has, pursuant to the Public Procurement Law (Official Gazette of the Republic of Serbia, issues 124/12, 14/15 and 68/15) implemented the procedure of the public procurement of goods, ordinal number M-49/20– Research Laboratory Equipment;
- the Ordering party has, within the implemented procedure, selected the offer of the Supplier number _____ of _____ (year), as the most favourable/only acceptable.

OBJECTIVES OF THE CONTRACT

Article 2.

The Supplier is obliged to deliver the Research Laboratory Equipment to the Ordering party, which is more thoroughly defined by the Specification of the subject matter of the public procurement, which is an integral part of the Tender documentation, PP number M-49/20.

PRICE

Article 3.

The Contracting parties agree that the contract price for the purchase of the good that is the subject matter of this Contract amounts to:

- _____ RSD/EUR without VAT, or
- _____ EUR.

The total contract price from the accepted Supplier's offer is invariable, fixed, and includes all costs incurred by the Supplier in the execution of the

NAČIN PLAĆANJA

Član 4.

Naručilac će plaćanje ugovorene cene izvršiti u roku od 30 dana od dana prijema računa i Zapisnika o kvalitativnom i kvantitativnom prijemu dobra, potpisanog od strane ovlašćenog lica Naručioca na tekući račun Dobavljača.

SREDSTVA FINANSIJSKOG OBEZBEĐENJA

Član 5.

Dobavljač se obavezuje da prilikom zaključenja ugovora, dostavi sredstvo finansijskog obezbeđenja za dobro izvršenje posla u iznosu 10% od vrednosti ugovora bez PDV-a, koja traje najmanje 30 dana duže od dana isteka roka za konačno izvršenje posla, odnosno do isteka garantnog roka i to:

- Sopstvenu blanko menicu, sa klauzulom „bez protesta“, propisno potpisanu i overenu sa kopijom depo kartona, ovlašćenjem za popunu menice i potvrdom o registraciji menice, ili
- Bankarsku garanciju, koja mora biti neopoziva, bezuslovna i na prvi poziv naplativa, bez prigovora.

ROK I MESTO ISPORUKE, GARANTNI ROK

Član 6.

Dobavljač se obavezuje da isporuči dobro u roku od maksimum _____ dana od dana dostavljanja narudžbenice.

Mesto isporuke dobra na adresu Naručioca - Slobodana Bajića 1, Zemun Polje.

Garantni rok za isporuku predmeta nabavke iznosi minimum _____ meseci.

Dobavljač je dužan da u garantnom periodu obezbedi sve rezervne delove potrebne za održavanje opreme i da se odazove na poziv naručioca u roku od 3 dana od momenta prijave kvara i da pristupi utvrđivanju i otklanjanju kvara u roku od 5 dana od momenta prijave kvara.

subject procurement.

MODALITY OF PAYMENT

Article 4.

The Ordering party shall make payment of the contract price to the current account of the Supplier within 30 days from the day of the receipt of the invoice and the Minutes on the qualitative and quantitative acceptance of goods, signed by the authorised person of the Ordering party.

FINANCIAL COLLATERAL

Article 5.

At the moment of signing the Contract, the Supplier is obliged to provide financial collateral for good performance in the amount of 10% of the contract value without VAT, which lasts at least 30 days beyond the date of expiry of the deadline for the finalisation of the operations or until the expiration of the warranty period as follows:

- Sole blank bill with a clause "without complaints", duly signed and certified with a copy of a specimen signature, the authorisation to fill the bill and the certificate of the bill registration, or
- Bank guarantee that has to be irrevocable, unconditional and payable on the first demand without objections.

TIME AND PLACE OF DELIVERY, WARRANTY PERIOD

Article 6.

The Supplier is obliged to deliver goods within a maximum of ____ days from the day of the submission of the purchase order.

The place of goods delivery is the address of the Ordering party - Slobodana Bajića 1, Belgrade-Zemun.

The warranty period for delivery of the subject of procurement is minimum of _____ months. The Supplier is obliged to provide all spare parts necessary for equipment maintenance during the warranty period and to respond to the Ordering party's call within three days from the moment of reporting the defect and to start determining and eliminating the defect within five days from the moment of reporting the defect.

Član 7.

Ovlašćeni predstavnik Naručioca je dužan da izvrši kontrolu kvaliteta po prijemu dobra koje isporuči Dobavljač i o tome sačini Zapisnik. Naručilac ima pravo da izvrši reklamaciju dobra u roku od deset dana od dana prijema dobra i kontrole kvaliteta. Odgovorno lice naručioca će uputiti pisanu reklamaciju odabranom ponuđaču koji je dužan da u roku od pet dana izvrši ispravku i isporuči nova dobra koji su u skladu sa traženom specifikacijom dobara.

VIŠA SILA

Član 8.

U slučaju kad, posle zaključenja ugovora, nastupe događaji i okolnosti, koje otežavaju ispunjenje obaveze jedne strane, koji se mogu smatrati „višom silom“, ugovorne strane mogu sporazumno izmeniti – produžiti rok za izvršenje obaveze iz prethodnog člana.

Ugovoreni rok, iz člana 6., produžiće se za onoliko dana, koliko su trajale okolnosti navedene u prethodnom stavu, što će ovlašćeni predstavnici zajednički konstatovati u pisanom dokumentu – zapisniku.

Član 9.

Ugovorne strane neće odgovarati za izvršenje ugovorenih obaveza u slučaju nastupanja događaja, koji predstavljaju "višu silu".

Kao slučajevi "više sile" podrazumevaju se okolnosti, koje nastanu posle zaključenja Ugovora, kao posledica događaja, koje ugovorne strane nisu mogle da predvide, spreče, otklone ili izbegnu i zbog kojih je za jednu ugovornu stranu ispunjenje ugovora preterano otežano, onemogućeno ili bi joj nanelo preterano veliki gubitak. Kao slučajevi "više sile" smatraju se: prirodni događaji, upravne mere i događaji, koji se mogu smatrati kao katastrofe.

Pod slučajem "više sile" ne podrazumeva se nedostatak materijala i radne snage.

Ugovorna strana, koja se poziva na "višu silu", dužna je da obavesti drugu ugovornu stranu, čim je saznala da su nastupile okolnosti na koje se poziva. Druga strana može zahtevati od strane, koja se poziva na "višu silu", dokaze o okolnostima i događajima, datumu njihovog nastanka i prestanka. Slučaj "više sile" odlaže rok izvršenja ugovorenih obaveza za period trajanja "više sile" i njenih posledica, pri čemu ni jedna ugovorna strana nema prava da zahteva plaćanje ugovorne kazne, naknadu

Article 7.

The authorised representative of the Ordering party is obliged to perform quality control upon receipt of goods delivered by the Supplier and to make a Record. The Ordering party has the right to make a written complaint about goods within 10 days from the day of receipt of goods and performed quality control. The responsible person of the Ordering party will forward a written complaint to the selected bidder who is obliged, within five days, to make correction and deliver new goods that are in accordance with the required specification of the goods.

VIS MAJOR

Article 8.

In case that if after signing of the Contract extraordinary events or circumstances occur and make fulfilling obligations of one party difficult these events may be considered vis major and contracting parties may agree to mutually modify - extend the period of fulfilling obligations referred to in the previous article.

The agreed period, referred to in the Article 6, shall be extended by as many days as the circumstances stated in the previous paragraph lasted, which the authorised representatives will jointly state in the written document - minutes.

Article 9.

The contracting parties are not obliged to fulfil their obligations in case of events that are considered vis major.

Vis major implies circumstances arising after the conclusion of the Contract as a result of events that the contracting parties could not have been able to predict, prevent, eliminate or avoid and due to which fulfilment of the contract for one party is too difficult, impossible or would inflict excessively great loss. The following circumstances are considered vis major: natural disasters, administrative measures and circumstances that can be considered catastrophe.

Vis major does not cover lack of materials and labour force. The contracting party referring to vis major is obliged to notify the other contracting party as soon as it has become aware of circumstances to which it refers. The other contracting party may request from the party referring to vis major, the evidence of the circumstances and events, dates of their occurring and dates of their cessation.

The case of vis major may postpone the period of performance of contractual obligations for the duration of vis major and its consequences, while

štete, niti kamate za period trajanja "više sile" i njenih posledica.

Ugovorna strana, koja je u docnji u pogledu izvršenja ugovorenih obaveza, ne može se pozivati na "višu silu".

OBAVEZE DOBAVLJAČA

Član 10.

Dobavljač se obavezuje da:

1. izvrši isporuku dobra, u svemu prema usvojenoj ponudi, kvalitetno, strogo poštujući zahteve iz Konkursne dokumentacije;
2. ugovorene obaveze izvrši u roku, utvrđenom u članu 6. ovog Ugovora;
3. obezbedi potrebne materijale i kadrovske uslove za kvalitetno i blagovremeno izvršenje posla;
4. adekvatno reaguje na eventualne nepredviđene teškoće u realizaciji posla, koje mogu da dovedu u pitanje ispunjenje ugovornog roka;
5. podizvođaču

poveri na izvršenje deo ugovorene obaveze _____;

6. sve druge ugovorne obaveze izvrši u skladu sa odredbama ovog Ugovora.

OBAVEZE NARUČIOCA

Član 11.

Naručilac se obavezuje da:

1. Dobavljaču omogućiti izvršenje ugovorene obaveze;
2. sa Dobavljačem sačinjava zapisnik i druga dokumenta u vezi sa primopredajom dobra, na način predviđen Ugovorom;
3. Dobavljaču uredno plati cenu, na način i u rokovima bliže određenim odredbama ovog Ugovora;
4. sve druge ugovorne obaveze izvrši u skladu sa odredbama ovog Ugovora.

RASKID UGOVORA

Član 12.

Naručilac može jednostrano raskinuti ovaj Ugovor, u slučajevima kada Dobavljač:

- ne pristupi izvršenju ugovorne obaveze;
 - ne vrši isporuku dobra na način opisan u Tehničkoj specifikaciji predmeta nabavke;
 - ne dostavi sredstva finansijskog obezbeđenja na način i u roku utvrđenim članom 5. ovog Ugovora.
- Naručilac će pisanim putem obavestiti Dobavljača o jednostranom raskidu ugovora. Otkazni rok je 30

none of the contracting parties has the right to demand the payment of liquidated damages, compensation or interests for the vis major period and its consequences

The contracting party that delayed the fulfilment of the contractual obligations cannot refer to vis major.

OBLIGATIONS OF THE SUPPLIER

Article 10.

The Supplier is obliged to:

1. deliver the goods, in accordance with the accepted proposal, qualitatively, strictly obeying the requirements of the Tender documentation;
2. discharge agreed obligations within the period specified in the Article 6 of this Contract;
3. provide necessary materials and personnel conditions for good-quality and timely execution of the work;
4. response adequately to possible unpredicted difficulties in the execution of the work that may jeopardise the fulfilment of the agreed deadline;
5. delegate _____

to a subcontractor the execution of the part of the contractual obligation _____;

6. fulfil all other contractual obligations in accordance with provisions of this Contract.

OBLIGATIONS OF THE ORDERING PARTY

Article 11.

The Ordering party is obliged to:

1. provide the Supplier with conditions for the fulfilment of contractual obligations;
2. prepare, together with the Supplier, minutes and other documents related to the takeover of goods, as provided by the Contract;
3. pay regularly to the Supplier the agreed price in the manner and within deadlines defined in detail by provisions of this Contract;
4. fulfil all other contractual obligations in accordance with the provisions of this Contract.

TERMINATION OF THE CONTRACT

Article 12.

The Ordering party may unilaterally terminate this Contract in cases when the Supplier does not:

- undertake the fulfilment of the contractual obligations;
- deliver the goods in a way described in the Technical specification of the subject matter of the procurement;
- provide financial collateral in the mode and within the period specified in the Article 5 of this Contract.

dana od dana pisanog obaveštenja o raskidu ugovora.

The Ordering party shall notify in writing the Supplier of unilateral termination of the Contract. The notice period is 30 days starting from the day of the delivery of the written notice of the Contract termination.

OSTALE ODREDBE

REMAINING PROVISIONS

Član 13.

Article 13.

Prioritet dokumenata za tumačenje i primenu ovog Ugovora je po sledećem redosledu:

The priority of documents for interpretation and application of this Contract is as follows:

- Ugovor,
- Konkursna dokumentacija Naručioca, JN br. M-49/20.

- Contract,
- Tender documentation of the Ordering party, PP no. M-49/20..

Član 14.

Article 14.

Sastavni deo ovog Ugovora je:

An integral part of this Contract is:

1. Ponuda broj _____ od _____ godine,
2. Obrazac strukture cene.

1. Bid, number _____ of _____ (year).
2. Price structure template.

Član 15.

Article 15.

Za sve što nije regulisano ovim Ugovorom, primenjivaće se odredbe Zakona o obligacionim odnosima.

The Law on Obligations is applied to all that is not regulated by this Contract

Član 16.

Article 16.

Sva sporna pitanja u tumačenju i primeni ovog Ugovora, ugovorne strane će rešavati sporazumno.

The contracting parties shall amicably settle all disputes arising from the interpretation and the application of this Contract.

U slučaju spora, ugovorne strane ugovaraju nadležnost Privrednog suda u Beogradu.

In the case of dispute, the Commercial Court in Belgrade shall finally settle it.

Član 17.

Article 17.

Ugovor stupa na snagu danom potpisivanja od strane ovlašćenih predstavnika ugovornih strana.

The Contract shall enter the force upon signing by the authorised representatives of the contracting parties.

Član 18.

Article 18.

Ugovor je sačinjen u 4 (četiri) istovetna primerka od kojih po 2 (dva) primerka, za svaku ugovornu stranu.

The Contract is made in four (4) original copies, each party retaining two (2) copies.

DOBAVLJAČ

NARUČILAC

SUPPLIER

ORDERING PARTY

Direktor
dr Branka Kresović

Dr. Branka Kresović
Director

VIII - PRICE STRUCTURE TEMPLATE WITH THE INSTRUCTION ON ITS FULFILMENT

Goods–Research Laboratory Equipment, PP number M-49/20

O. No.	Equipment name and description	Manufacturer and the brand of the product	Unit of meas.	Quan.	Unit price without VAT	Total price without VAT
1.	<p>Photosynthesis Yield Analyzer MINI-PAM-II/B Waltz or corresponding</p> <p>- Measuring light: Blue (470 nm) LED, standard modulation frequencies 5 to 25 Hz adjustable in increments of 5 Hz and 100 Hz, measuring light PAR at standard settings = 0.05 $\mu\text{mol m}^{-2} \text{s}^{-1}$. Fluorescence at wavelengths greater than 630 nm is measured. Actinic light: Same blue LED as for measuring light, maximum actinic PAR = 3000 $\mu\text{mol m}^{-2} \text{s}^{-1}$, maximum PAR of saturation pulses = 6000 $\mu\text{mol m}^{-2} \text{s}^{-1}$ adjustable at increments of 500 $\mu\text{mol m}^{-2} \text{s}^{-1}$. Far red light: Peak emission at 735 nm. Signal detection: PIN photodiode protected by long-pass and a short-pass filters. Data memory: Flash memory, 8 MB, providing memory for more than 27000 saturation pulse analyses. Display: Backlit 160 x 104 dots (78 x 61 mm) transfective B/W LCD display with resistive touchscreen. Ports: Ports for fiberoptics, USB cable, external light source, 2035-B leaf clip, auxiliaries and 12 V DC power supply. Power supply: 6 AA (Mignon) rechargeable batteries (Eneloop 1.2 V/2 Ah), providing power for up to 1000 yield measurements; 6 spare batteries, automatic power/off, battery charger (100 to 240 V AC, 50-60 Hz, 0.35 A) for 1 to 8 AA/AAA NI-MH/NI-CD batteries, 12 V 5.5 A power supply MINI PAM-II/N. Operating temperature: -5 to +45 °C (non-condensing). Fiberoptics MINI-PAM/F. Power Supply MINI-PAM-II/N. Battery Charger 000190101101. Distance Clip 60° 2010-A. Transport Case MINI-PAM-II/T. Software WinControl-3.</p> <p><u>Technical specifications:</u></p> <ul style="list-style-type: none"> -Fluorimeter for field use featuring blue measuring light and blue actinic light (470 nm) plus far-red light (740 nm) -Enhanced sensitivity due to detection of short wavelength chlorophyll fluorescence -Small dimensions, suitable for field work -Reliability under rugged conditions -Simple execution of fluorescence analysis 		pc	1		

2.	Dark Leaf Clips, 2035-B Walz or corresponding Made from aluminium (weight 3.6 g), with sliding shutter for dark-adaptation (3 pcs).		pc	10		
3.	Other costs					
TOTAL:						

Date and place:

L.S.

Signature of the authorised person

In case of the joint bid, the group of bidders **may choose that each of them signs and seal certifies the bid template **or** just one appointed bidder signs and seal certifies the bid template, which has to be defined in the agreement among bidders that is submitted as an integral part of the joint bid.*

**IX - DECLARATION OF THE OBLIGATION OF SUBMITTING FINANCIAL COLLATERAL
IN CASE OF THE CONTRACT AWARD**

Goods–Research Laboratory Equipment, PP number M-49/20

Under full material and criminal liability, I, as an authorised person of the bidder, issue the following

D E C L A R A T I O N

The the Bidder _____ (bidder's name and address), in case of the contract award, is obliged, when signing the contract, to submit the following financial collateral to ensure the fulfilment of its contractual obligations:

- Sole blank bill with a clause "without complaints", duly signed and certified with a copy of a specimen signature, the authorisation to fill the bill and the certificate of the bill registration, or
- Bank guarantee that has to be irrevocable, unconditional and payable on the first demand without objections

for good performance in the amount of 10% of the contract value without VAT, which lasts at least 30 days beyond the date of expiry of the deadline for the finalisation of the operations, or until the expiration of the warranty period on delivered goods and installed parts.

Date and place:

L.S.

Signature of the authorised person

X - BID PREPARATION EXPENSES TEMPLATE

Goods–Research Laboratory Equipment, PP number M-49/20

Pursuant to the Article 88, paragraph 1, of the Law, the Bidder _____

(name and address of the bidder), submits the total amount and structure of bid preparation expenses as in the following table:

TYPE OF EXPENSES	AMOUNT OF EXPENSES IN RSD
TOTAL AMOUNT OF BID PREPARATION EXPENSES	

Expenses of the bid preparation and submission are covered solely by the Bidder and the Ordering party cannot be requested to reimburse these expenses.

If the public procurement procedure is suspended for the reasons caused by the Ordering party, this party is obliged to reimburse the Bidder for the cost of making a sample or a model if they were made in accordance with the technical specification of the Ordering party and the costs of obtaining financial collateral, provided that the Bidder required for reimbursement in its bid.

Note: the submission of this template is not mandatory.

Date and place:

L.S.

Signature of the authorised person

In case of the joint bid, the group of bidders **may choose that each of them signs and seal certifies the bid template **or** just one appointed bidder signs and seal certifies the bid template, which has to be defined in the agreement among bidders that is submitted as an integral part of the joint bid.*

XI - DECLARATION OF INDEPENDENT BID TEMPLATE

Goods–Research Laboratory Equipment, PP number M-49/20

Pursuant to the Article 26 of the Law the Bidder _____
_____ (name and address of the bidder)
issues:

DECLARATION OF INDEPENDENT BID

Under full material and criminal liability, I confirm that I submit the bid in the procedure of public procurement of goods - Research Laboratory Equipment, PP number M-49/20, independently and without agreement with other bidders or interested parties.

Date and place:

Signature of the authorised person

L.S.

Note: *In case of reasonable doubt as to the veracity of this declaration of an independent bid, the Ordering party shall immediately notify the competition protection organisation. This organisation may impose a ban to the Bidder or the party interested in participating in the public procurement procedure if it establishes that the Bidder or the interested party has violated competition in the public procurement procedure in terms of regulations regarding the protection of competition. The ban on participating in the public procurement procedure may last up to two years. Infringement of competition is a negative reference in terms of the Article 82, section 1, paragraph 2 of the Law.*

If the bid is submitted by the group of bidders, the Declaration has to be signed and seal certified by the authorised person of each bidder of the group.

XII - TEMPLATE FOR THE DECLARATION OF COMPLIANCE WITH OBLIGATIONS UNDER THE ARTICLE 75, PARAGRAPH 2 OF THE LAW

Goods–Research Laboratory Equipment, PP number M-49/20

Pursuant to the Article 75, paragraph 2 of the Public Procurement Law, I, as a representative of the Bidder, issue the following

DECLARATION

Bidder

_____ (name and address)
in the process of public procurement of goods – Research Laboratory Equipment, PP number M-49/20, complied with all obligations arising from applicable regulations on safety at work, employment, working conditions and environmental protection and that the Bidder does not have a ban on performing activities that are in force at the time of submitting the bid.

Date and place:

L.S.

Signature of the authorised person

Note: *In case of the joint bid, the group of bidders **may choose** that each of them signs and seal certifies the bid template **or** just one appointed bidder signs and seal certifies the bid template, which has to be defined in the agreement among bidders that is submitted as an integral part of the joint bid

XIII - TEMPLATE FOR DECLARATION OF THE BIDDER ON FULFILMENT OF THE REQUIREMENTS UNDER THE ARTICLE 75 OF THE LAW

Goods–Research Laboratory Equipment, PP number M-49/20

Pursuant to the Article 77, paragraph 4 of the Public Procurement Law, I, as a representative of the Bidder, under full material and criminal liability, issue the following

DECLARATION

Bidder _____ (*name and address*) in the process of public procurement of goods – Research Laboratory Equipment, PP number M-49/20, has met all terms under the Article 75, paragraph 1 of the PP Law, i.e. all terms defined by the Tender documentation of the subject public procurement, as follows:

- The bidder is registered with the competent authority, i.e. it is enlisted into the appropriate register;
- The bidder and his legal representative have not been convicted of any criminal act as members of an organised criminal group; that it has not been convicted of commercial criminal offences, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud;
- The Bidder has paid due taxes, contributions and all other duties pursuant to regulations of the Republic of Serbia (or a foreign country when it has its registered office on its territory).

Place: _____

Bidder

Date: _____

L.S.

Signature of the authorised person

If the bid is submitted by the group of bidders, the Declaration has to be signed and seal certified by the authorised person of each bidder of the group.

If necessary, copy the Declaration **in the required number of copies** for each member of the group of bidders.

XIIIa - TEMPLATE FOR DECLARATION OF THE SUBCONTRACTOR ON FULFILMENT OF THE REQUIREMENTS UNDER THE ARTICLE 75 OF THE LAW

Goods–Research Laboratory Equipment, PP number M-49/20

Pursuant to the Article 77, paragraph 4 of the Public Procurement Law, I, as a representative of the Subcontractor, under full material and criminal liability, issue the following

DECLARATION

Subcontractor _____ (*name and address*) in the process of public procurement of goods – Research Laboratory Equipment, PP number M-49/20, has met all terms under the Article 75, paragraph 1 of the PP Law, i.e. all terms defined by the Tender documentation of the subject public procurement, as follows:

- The Subcontractor is registered with the competent authority, i.e. it is enlisted into the appropriate register;
- The Subcontractor and his legal representative have not been convicted of any criminal act as members of an organised criminal group; that it has not been convicted of commercial criminal offences, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud;
- The Subcontractor has paid due taxes, contributions and all other duties pursuant to regulations of the Republic of Serbia (*or a foreign country when it has its registered office on its territory*).

Place: _____

Subcontractor

Date: _____

L.S.

Signature of the authorised person

If the Bidder submits the bid with the subcontractor: *the Declaration has to be signed and seal certified by the authorised person of the subcontractor.*

If necessary, copy the Declaration **in the required number of copies** for each subcontractor.