



QF-H-006

Republic of Serbia  
REPUBLIC HYDROMETEOROLOGICAL SERVICE OF SERBIA  
Number: 404-45/15-5  
Kneza Visislava 66  
Belgrade

## **TENDER DOCUMENTATION**

**for the public procurement of services in an open procedure**

**MAINTENANCE OF THE WISKI7 HYDROLOGICAL INFORMATION  
SYSTEM, PRODUCED BY KISTERS AG COMPANY FROM  
GERMANY**

**Public Procurement number: 07/15**

**Belgrade, April 2015**

*Tender documentation for the public procurement of services in an open procedure: Maintenance of WISKI7,  
hydrological information system, produced by KISTERS AG company from Germany, PP 07/15  
page 1 of 29*



Pursuant to Article 32 and 61 of the Law on Public Procurement (Official Gazette of RS, No. 124/2012, hereinafter the LPP), and 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), Decision on Initiating Public Procurement Procedure No. 404-45/15-1 from 1 April 2015 and Decision on the Establishment of Public Procurement Commission No. 404-45/15-2 from 1 April 2015, the following was prepared:

## **TENDER DOCUMENTATION**

**for public procurement of services in an open procedure:**

**MAINTENANCE OF THE WISKI7 HYDROLOGICAL INFORMATION SYSTEM,  
PRODUCED BY KISTERS AG COMPANY FROM GERMANY**

**Tender documentation contains:**

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***Total number of pages of tender documentation: 29.***



## I GENERAL DATA ON PUBLIC PROCUREMENT

### 1. Information on the Procuring Entity

Name of the Procuring Entity: Republic of Serbia

**Republic Hydrometeorological Service**

Kneza Visislava 66

11030 Belgrade

Tax identification number: 102217008

Registration number: 07003706

Web page: [www.hidmet.gov.rs](http://www.hidmet.gov.rs)

### 2. Type of public procurement procedure

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

### 3. Public procurement subject description

The subject of the procurement are services – maintenance of WISKI7, hydrological information system (Water Information System KISTERS), produced by KISTERS AG company from Germany.

The name and code from the general public procurement glossary: 72267100 – maintenance of software for information technologies.

### 4. Objective of the procedure

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

### 5. Time and place of bid opening

Public bid opening procedure will take place on 7 Maj 2015 at 12:00pm, at the small conference room of the Republic Hydrometeorological Service of Serbia, Kneza Visislava 66, 11030 Belgrade.

### 6. Deadline for making a decision on awarding the contract

Deadline for making a decision of awarding the contract is 25 days from the opening of bids.

### 7. Contact person

Srdjan Bojkovic +381 11 30 50 833

E-mail: [nabavka@hidmet.gov.rs](mailto:nabavka@hidmet.gov.rs)



## II DATA ON THE SUBJECT OF PUBLIC PROCUREMENT

### 1. Description of the procurement subject, name and code from the general public procurement glossary

**Description of the procurement subject:** Subject of the public procurement No. 07/15 are services - maintenance of WISKI7, hydrological information system (Water Information System Kisters), produced by KISTERS AG company from Germany.

**Code from the general public procurement glossary:** 72267100 – maintenance of software for information technologies.



### III TECHNICAL SPECIFICATIONS

The subject of the public procurement are services - maintenance of WISKI7, hydrological information system (Water Information System KISTERS), produced by KISTERS AG company from Germany.

The software maintenance includes the following:

- Service to receive software error during normal working hours of the Provider by fax or email;
- Service of providing advice on the phone as well as support with the analysis, identification, diagnosis, avoidance and elimination of software problems during normal working hours of the Provider;
- Service of providing advice on the phone during installation, running of patches, software revision, and software updates;
- Delivery of software updates available at the Provider. Update implies improvement of system performances between 2 consecutive versions;
- In case it is established that software error cannot be diagnosed and eliminated by providing technical support on the phone but only on site, the Provider shall provide support to the Procuring Entity by sending qualified personnel to the software installation site after agreeing on the date with the Procuring Entity.

Bid for software maintenance should include the following:

1. WISKI Basic Standard package per Concurrent user, 3 licenses encompassing modules:
  - BIBER
  - SKED
  - Standard Statistics
  - Advanced Statistics
  - User administration
2. WISKI TSM (Time Series Manager) Server, 1 license
3. KiDSM Server, 1 license.

It is necessary that the bidder should be authorized by software manufacturer for respective services.



## **IV CONDITIONS FOR PARTICIPATION IN THE PROCEDURE OF PUBLIC PROCUREMENT FROM ARTICLE 75 AND 76 OF THE LAW AND INSTRUCTION ON HOW TO PROVE COMPLIANCE WITH THESE CONDITIONS**

### ***CONDITIONS FOR PARTICIPATION IN THE PROCEDURE OF PUBLIC PROCUREMENT FROM ARTICLES 75 AND 76 OF THE LAW***

- 1.1.** The right to participate in the public procurement has a bidder complying with the **compulsory conditions** for participation in the procedure of public procurement defined in Article 75 of the Law, namely:
  - 1) That it is registered with the competent body, or entered in the appropriate register (*Article 75, paragraph 1, item 1) of the Law*);
  - 2) That it and its legal representative have not been convicted for any criminal act as members of an organized crime group, that it 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) It 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) It 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 its registered address is in its territory (*Article 75, paragraph 1, item 4) of the Law*);
  - 5) When drawing up a bid, the bidder is obliged to explicitly state that it fulfilled obligations deriving from the applicable regulations on safety at work, employment and working conditions, environmental protection, and to guaranty that it is a holder of intellectual property rights (*Article 75, paragraph 2 of the Law*).
- 1.2.** If the bidder submits the bid with a subcontractor, according to Article 80 of the Law, the subcontractor has to fulfil the compulsory conditions from Article 75, paragraph 1, items 1) to 4) of the Law.
- 1.3.** If a bid is submitted by a group of bidders, each bidder from the group of bidders has to fulfil the compulsory conditions from Article 75, paragraph 1, items 1) to 4) of the Law, and the additional conditions they shall fulfil together. The condition from Article 75, paragraph 1, item 5) of the Law has to be fulfilled by the bidder from the group of bidders who got the task to perform the part of the procurement which demands fulfilment of that condition.



## 1. INSTRUCTION ON HOW TO PROVE COMPLIANCE WITH THE CONDITIONS

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

**The evidence:** Certificate from the Business Registers Agency, i.e. certificate from the register of a competent Commercial court.

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

**The 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, i.e. 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 a 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 natural person has not been convicted for any criminal act as a member of an organized criminal group and that the entrepreneur or natural person 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).

**The date of the evidence cannot be older than 2 months than the date of the opening of the bids.**

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

**The evidence:** Legal entities:

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

Entrepreneurs:

1) Certificate of a magistrates court that the entrepreneur was not prohibited from performing its activity, or the certificate from the Business Registers Agency that the Business Registers



Agency has no record that the entrepreneur, as a company, was prohibited from performing its activity, at the time of the publication of the call for bids.

Natural persons:

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

**The date of the evidence cannot be older than 2 months than the date of the opening of the bids.**

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

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

**The date of the evidence cannot be older than 2 months than the date of the opening of the bids.**

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

**The evidence:** The bidder shall complete, sign and certify by a seal the Form of the statement on the fulfilment of obligations from Article 75, paragraph 2 of the Law (*Form no. 5*).

**If a bid is submitted by a group of bidders,** the bidder has to submit the above-mentioned evidence on the fulfilment of the conditions from Article 75, paragraph 1, items 1) to 4) of the Law for each member of the group.

The additional conditions a group of bidders shall fulfil together.

**If a bidder submits the bid with a subcontractor,** the bidder has to submit the evidence that the subcontractor fulfils the conditions from Article 75, paragraph 1, items 1) to 4) of the Law.

A bidder can submit the above-mentioned evidence on the fulfilment of the conditions in the form of uncertified copies, and the Procuring Entity can, before making the decision on awarding the contract, demand from the bidder whose offer was evaluated as the best, based on the report for public procurement, to provide for review the original or certified copy of all or some evidence.

If the bidder in the appropriate term that cannot be shorter than five days, does not provide for review the original or certified copy of the required evidence, 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 a bid as unacceptable if it 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 written copy of the electronic document, in accordance with the law regulating the electronic document, unless the bidder is submitting an electronic bid, in which case the evidence shall be submitted in the original electronic form.

If the country in which the bidder is seated does not issue the required evidence, the





bidder can, instead of evidence, 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 can check if the documents used by the bidder to prove the fulfilment of the required conditions have been issued by the competent bodies of that country.

The bidder must promptly inform in writing the Procuring Entity about any change regarding the fulfilment of the conditions from the procedure of the public procurement, which occurred before making the decision, i.e. before concluding the contract, i.e. during the term of the contract on the public procurement, and document it in the stipulated manner.

## **V INSTRUCTIONS TO BIDDERS ON HOW TO PREPARE THE BID**

Instruction to bidders on how to prepare the 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.

In order to take part in the public procurement procedure the bidder must meet all the requirements prescribed by the Law, and the bid is in its entirety prepared and submitted in accordance with the tender documentation and call for bids.

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

The bidder is obliged to prepare the bid in a written form in either the Serbian or the English language. The Procuring Entity may request from the bidder, during the review and evaluation of the bids, to provide the translation into the Serbian language, which will be relevant for the evaluation of the bids.

### **2. THE MANNER IN WHICH THE BID MUST BE MADE**

A bidder shall submit its bid in person or by mail in a closed envelope or a box, closed in the way that when opening the bids it can be determined with certainty that the container is being opened for the first time. On the back of the envelope or the box, specify the name and the address of the bidder. 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 specify the names and the addresses of all participants in the joint bid. The bids shall be submitted to the following address: Republic Hydrometeorological Service of Serbia, Kneza Visislava 66, 11030 Belgrade marked: **„Bid for the public procurement of services in an open procedure – maintenance of WISKI7, hydrological information system produced by KISTERS AG company from Germany, Procurement Number 07/15 – DO NOT OPEN”**. A bid is considered timely if received by the Procuring Entity until 7 Maj 2015 by 12:00am. A public opening of bids will take place on the same day at 12:30pm at the small conference room of the Republic Hydrometeorological Service of Serbia.

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

After receiving a bid, the Procuring Entity will on the envelope, i.e. the box containing the bid, note the time of the reception 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 will give the bidder a certificate of the receipt of the bid. In the certificate of receipt the Procuring Entity will specify the date and the hour of the reception of the bid. A bid received by the Procuring Entity after the deadline for submission of bids, i.e. a bid received after the day and hour until which the bids can be submitted, will be considered untimely.



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

A bid must contain:

- Bid form (*Form No.1, chapter VI of the tender documentation*), completed, signed and certified by a seal;
- Evidence on the fulfilment of the compulsory and additional conditions from Article 75 of the Law, stated in the Instructions for proving eligibility (*Chapter IV of the tender documentation*);
- Model of the contract – the bidder shall complete the model of the contract in accordance with the bid; it shall sign the model and certify it with a seal, confirming that the bidder agrees with the proposal of the model of the contract (*Chapter VII of the tender documentation*). 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 the subcontractor, or 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, and each page of the model of the contract must be initialled by the bidder and the subcontractor, that is, by all participants in a joint bid;
- The form of the offered price structure (*Form No.2, Chapter VIII of the tender documentation*), completed, signed and certified by a seal;
- The form of the statement on bid preparation costs (*Form No.3, Chapter IX of the tender documentation*), completed, signed and certified by a seal;
- The form of the statement on an independent bid (*Form No.4, Chapter X of the tender documentation*), completed, signed and certified by a seal;
- The form of the statement on conformity with Article 75, paragraph 2 of the Law (*Form No.5, chapter XI of the tender documentation*), completed, signed and certified by a seal.
- Annex 1: The agreement by which the bidders from the group commit to each other and to the Procuring Entity to execute the public procurement – if the bid is submitted by a group of bidders.

The forms and statements 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 them with a seal.

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

A bidder can make only one bid. A bidder who made an independent bid cannot at the same time participate in a joint bid or as a subcontractor, and the same person cannot 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 THE BID**

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



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

**“MODIFICATION OF THE BID FOR THE PUBLIC PROCUREMENT OF SERVICES – MAINTENANCE OF WISKI7, HYDROLOGICAL INFORMATION SYSTEM, PP No. 07/15 – DO NOT OPEN”** or

**“AMENDMENT OF THE BID FOR THE PUBLIC PROCUREMENT OF SERVICES – MAINTENANCE OF WISKI7, HYDROLOGICAL INFORMATION SYSTEM, PP No. 07/15 – DO NOT OPEN”** or

**“REVOCATION OF THE BID FOR THE PUBLIC PROCUREMENT OF SERVICES – MAINTENANCE OF WISKI7, HYDROLOGICAL INFORMATION SYSTEM, PP No. 07/15 – DO NOT OPEN”** or

**“AMENDMENT AND MODIFICATION OF THE BID FOR THE PUBLIC PROCUREMENT OF SERVICES – MAINTENANCE OF WISKI7, HYDROLOGICAL INFORMATION SYSTEM, PP No. 07/15 – DO NOT OPEN”.**

On the back of the envelope or on the box write the name and the address of the bidder. In case of a joint bid by a group of bidders, there must be indicated on the envelope that it is a group of bidders, as well as the names and 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 make only one bid.

A bidder who made an independent bid cannot at the same time participate in a joint bid or as a subcontractor, and the same person cannot participate in more than one joint bid.

In the bid (Bid form), a 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 must:

- indicate in the Bid form (Form No. VI of the tender documentation) general information on the subcontractor, the percent of the total value of the procurement which the bidder will delegate to its subcontractor (which cannot exceed 50% of the total value of the public procurement), as well as the part of the subject of the procurement which will be performed through the subcontractor.
- submit the evidence for the subcontractors on the fulfilment of the necessary requirements from 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 shall be made between the Procuring Entity and a bidder who submitted a bid with a subcontractor, the subcontractor shall be indicated in the contract on public procurement.

A bidder shall be fully responsible to the Procuring Entity for the performance of the agreed procurement, regardless of the number of subcontractors.

A bidder is obliged 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.

It is necessary to submit all the evidence, for each participant in a group of bidders, on the fulfilment of the conditions 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 shall be obliged to deliver within its bid an agreement by which the bidders from the group commit to each other and to the Procuring Entity to perform the public procurement, and which must contain information on:

- 1) the member of the group who will be the main contractor, i.e. who will submit the bid and who will represent the group of bidders before the Procuring Entity;
- 2) the bidder who will, on behalf of the group of bidders, sign the contract;
- 3) the bidder who will give the collateral on behalf of the group of bidders;
- 4) the bidder who will issue the invoice;
- 5) the account to which the payment will be made;
- 6) the obligations of each bidder from the group of bidders for the execution of the contract.

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

If a cooperative submits a bid on its own behalf, the cooperative and its members shall be responsible, in accordance with the law, for the obligations from the public procurement procedure and from the contract on public procurement.

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

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

### **8.1. Requirements regarding the manner and conditions of payment and the execution of the subject services.**

The manner of the execution: according to the request of the Procuring Entity from the procurement subject matter.

Delivery deadline: permanently in the course of the duration of the contract.

Validity period: 12 months.

The conditions and method of payment: Payment will be made on quarterly basis by the Procuring Entity after the execution of the subject services.

### **8.2. Requirements regarding the quality of the subject services**

The bidder - provider is obliged to perform the subject services in a quality manner and in accordance with the standards prescribed by the manufacturer of the subject software.



### **8.3. Requirements regarding the validity period of the bid**

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.

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

The price shall be expressed in dinars (RSD), with and without VAT, including all costs the bidder shall incur in the realization of the public procurement, wherein the evaluation of the bid will be based upon the price without VAT.

A foreign bidder may express the price in euro (EUR). Such bid shall be converted into dinars at the mean exchange rate of the National Bank of Serbia on the day of the bid opening. For the evaluation of the bids, the price expressed in Serbian dinars (RSD) shall be relevant.

If the bid presented an unusually low price, the Procuring Entity will act in accordance with Article 92 of the Law.

If the offered price includes the import duties and other charges, the bidder is obliged to express that part separately in dinars.

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

The procuring entity does not have any requirements.

### **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 necessary 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 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 the 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 ask 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 will 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 services – maintenance of WISKI7, hydrological information system, produced by KISTERS AG company from Germany, PP No. 07/15 – DO NOT OPEN“** – either by:

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

Asking for additional information or explanations regarding the preparation of the bid via telephone is not allowed.

### **13. MODIFICATIONS AND AMENDMENTS OF 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. ADDITIONAL EXPLANATIONS BY THE BIDDER AFTER THE OPENING OF THE BIDS AND CONTROL OF THE BIDDER, I.E. ITS SUBCONTRACTOR**

After the opening of the bids, during the expert evaluation of the bids, the Procuring Entity can, in writing, demand additional explanations from the bidder, which would help the Procuring Entity to review, evaluate and compare the bids, and it can also perform control (inspection) at the bidder, i.e. at the bidder’s 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, i.e. the bidder’s 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 at (inspect) the bidder, as well as at the bidder’s subcontractor.

The Procuring Entity can, 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 will 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 the bidder had, in the course of the three years that precede the public procurement procedure:

- 1) acted against a ban under Article 23 and 25 of the Public Procurement Law;
- 2) violated anti-competitive practices in the marketplace;



- 3) submitted untruthful information in his bid, or if the bidder rejected signing the public procurement contract once the contract had been awarded to him, without just reasons;
- 4) failed to submit evidence and security instruments to which the bidder bounds itself in its bid.

The Procuring Entity will reject a bid if it possesses evidence which proves that the bidder had not fulfilled its obligations contracted for previous public procurements which refer to the same subject matter as this public procurement, within the last three years.

Such evidence may be:

- 1) a final court judgment or a final decision of another competent authority;
- 2) document on executed guaranty for fulfilment of obligations in a public procurement procedure or of contractual obligations;
- 3) document on collected contractual penalty;
- 4) complaints of consumers or users, if not removed within the stipulated period;
- 5) the report of the supervisory authority of the works that are not in accordance with a project or contract;
- 6) statement on the termination of contract due to unfulfilled essential elements of the contract in the manner and under the conditions provided by the law governing contractual relations;
- 7) evidence of the involvement in the execution of the contract on public procurement of entities that are not referred to as subcontractors, i.e. members of a group of bidders.

The Procuring Entity shall reject as unacceptable the offer of a 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 matter of the public procurement for which the bidder has been listed under the negative reference list is not the same as the subject matter of the public procurement of these tender documents, the Procuring Entity will demand that the bidder submits 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 total 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 choice of the most favourable bid will be based on the criterion „**the lowest offered price**”. If two or more bids have the same offered price, the most favourable shall be the bid of the bidder who offered better terms of payment.

#### **17. COMPLIANCE WITH THE OBLIGATIONS ARISING FROM THE APPLICABLE REGULATIONS**

Within its bid, the bidder shall submit the statement given under criminal and material liability that he respected all the obligations arising from the applicable regulations on safety at work, employment and working conditions, environmental protection, and he shall guaranty that he 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 FOR WHICH THE BID CAN BE ELIMINATED**

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

Furthermore, the Procuring Entity shall eliminate 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) it 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, i.e. any interested person or business association on their behalf. A request for the protection of rights shall be submitted to the Republic Commission for Protection of Rights in the Public Procurement Procedures, and delivered to the Procuring Entity. At the same time, the claimant shall submit a copy of the request for the protection of rights to the Republic Commission for Protection of Rights in the Public Procurement Procedures. The request for the protection of rights is submitted directly, by e-mail: nabavka@hidmet.gov.rs, by fax +381 11 25 42 678 or by registered mail with return receipt.

A request for the protection of rights can 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. publish the announcement on the submitted request on the Public procurement portal, no later than 2 days after the reception 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 causes a halt in the term for the submission of bids. After making the decision to award the contract from Article 108 of the Law, or the decision to suspend the public procurement procedure from Article 109 of the Law, the deadline for the submission of the request for the protection of rights is 10 days from the date of receipt of the decision. The acts of the Procuring Entity undertaken during the public procurement procedure cannot 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 it before the expiry of that deadline.

If, during the same public procurement procedure, the request for the protection of rights was submitted again by the same claimant, the acts of the Procuring Entity for which the claimant knew or could have known when submitting the first request, cannot be challenged by the new request for the protection of rights. The claimant shall pay a tax in favour of the budget of the Republic of Serbia in the amount of 80,000.00 dinars if he





challenges a certain act of the Procuring Entity before the opening of the bids, to the current account no.: 840-742221843-57, payment code: 153, ref. no.: 97 50-016, purpose of payment: Republic administrative fee with the indication of the public procurement it is intended for (number or other mark of the particular public procurement), beneficiary: the budget of the Republic of Serbia. If a claimant challenges the decision on award of the contract, the fee is 80,000.00 dinars, if the offered price of the bidder to whom the contract was awarded does not exceed 80,000.00 dinars, i.e. the fee is 0.1% of the offered price of the bidder to whom the contract was awarded if that amount exceeds 80,000,000 dinars. If a claimant challenges the decision on the suspension of the public procurement procedure or an act of the Procuring Entity since the moment of the opening of bids until making the decision on awarding the contract or suspending the procedure, the fee is 80,000.00 dinars, if the estimated value of the public procurement (which the bidder will learn at the bid opening or from the minutes on the opening of the bids) does not exceed 80,000.00 dinars, i.e. the fee is 0.1% of the estimated value of the public procurement if that value exceeds 80,000,000 dinars.

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

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

## **21. THE 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 a request for the protection of rights from Article 149 of the Public Procurement Law.

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



**VI BID FORM**

Bid No. \_\_\_\_\_ dated \_\_\_\_\_ for the public procurement of services in an open procedure – maintenance of WISKI7, hydrological information system, produced by KISTERS AG company from Germany, procurement number 07/15.

**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:	
Telephone number:	
Fax number:	
Account number or name of the bank:	
Bidder's representative authorized to sign the contract:	

**2) BID SUBMITTED:**

<b>A) INDEPENDENTLY</b>
<b>B) WITH SUBCONTRACTOR</b>
<b>C) AS A JOINT BID</b>

*Note: encircle the manner of bid submission and enter information on the subcontractor, if the bid is made with subcontractor, i.e. information on all participants in the joint bid, if the bid is submitted by a group of bidders.*



**3) DATA ON THE PARTICIPANT IN A JOINT BID:**

<b>1)</b>	<b>Name of the participant in the joint bid:</b>	
	Address:	
	Registration number:	
	Tax ID number:	
	Contact person:	
<b>2)</b>	<b>Name of the participant in the joint bid:</b>	
	Address:	
	Registration number:	
	Tax ID number:	
	Contact person:	
<b>3)</b>	<b>Name of the participant in joint bid:</b>	
	Address:	
	Registration number:	
	Tax ID number:	
	Contact person:	

*Note: Should be filled in only by the bidders submitting a joint bid, and if the number of participants in a joint bid is larger than 3, the form should be copied and all participants in a joint bid should be named.*



**4) DATA ON THE SUBCONTRACTOR:**

<b>1) Subcontractor's name:</b>	
Address:	
Registration number:	
Tax ID number:	
Contact person:	
Percentage of the total value of the procurement to be entrusted to this subcontractor:	
Part of the procurement subject to be executed by this subcontractor:	
<b>2) Subcontractor's name:</b>	
Address:	
Registration number:	
Tax ID number:	
Contact person:	
Percentage of the total value of the procurement to be entrusted to this subcontractor:	
Part of the procurement subject to be executed by this subcontractor:	

***Note:** Should be filled in only by the bidders submitting a bid with subcontractors, and if the number of the subcontractors is larger than 2, the form should be copied and all subcontractors participating in the joint bid should be named.*



**BIDDER:** \_\_\_\_\_

PRICE (without VAT)	
Total value of the bid without VAT for the period of <b>12 months</b>	_____ dinars net
PRICE (with VAT)	
Total value of the bid with VAT for the period of <b>12 months</b>	_____ dinars gross
EXECUTION OF THE SUBJECT MATTER OF THE PROCUREMENT	
In accordance with the manufacturers standards and regulations.	
DEADLINE AND MANNER OF PAYMENT	
Payment shall be made on a quarterly basis, within 30 days of the receipt of invoices for the executed subject matter of the procurement.	
DURATION OF THE BID VALIDITY	
Duration of the bid validity (cannot be shorter than 60 days)	_____ days from the day of bid opening

Percentage of the total value of the public procurement to be entrusted to the subcontractor \_\_\_\_\_%  
(fill in the percent if the bid is submitted with the subcontractor)

Part of the procurement subject to be executed by the subcontractor \_\_\_\_\_  
(fill in if the bid is submitted with the subcontractor )

Date \_\_\_\_\_ Bidder \_\_\_\_\_  
SEAL  
HERE \_\_\_\_\_

**Note:**

*The bidder shall fill in, certify with a seal and sign the bid form, thus confirming the correctness of information given in the bid form. If bidders submit a joint bid, a group of bidders can chose that the bid form shall be signed and certified with a seal by all bidders from the group of bidders, or the group of bidders can designate (in writing, in the bid) one bidder from the group who will fill in the bid form, sign it and certify it with a seal.*



## VII MODEL OF THE CONTRACT

### CONTRACT FOR THE SERVICE OF MAINTENANCE OF WISKI7, HYDROLOGICAL INFORMATION SYSTEM, PRODUCED BY KISTERS AG COMPANY FROM GERMANY

**Concluded between:**

Procuring Entity: the Republic Hydrometeorological Service of Serbia, with a seat in Belgrade, Kneza Visislava Street 66, TIN: **102217008**, Registration number: **07003706**;  
Phone number: +381 11 30 50 923;  
Represented by its Director (*Procuring Entity fills in*) (hereinafter: **Procuring Entity**)

and

.....,  
with a seat in ....., street .....,  
TIN: ....., Registration number: .....,  
Account number: ....., Name of the bank: .....,  
Phone number: ....., Fax number: .....,  
Represented by .....,  
(hereinafter: **Service Provider**),

**Basis of the Contract:**

Public procurement number: 07/15

Number and date of the contract award decision: (*Procuring Entity fills in*)

Number of the bid of the selected bidder: (*Procuring Entity fills in*)

#### Article 1.

This contract defines the rights and obligations of the Service Provider and the Procuring Entity, for the executed public procurement in an open procedure No. 07/15 for the provision of the services of maintenance of WISKI7 (Water Information System Kisters), hydrological information system, produced by Kisters AG company from Germany, in the manner and under the terms of this Contract.

#### Article 2.

The subject matter of this Contract is maintenance of WISKI7 (Water Information System Kisters), hydrological information system produced by KISTERS AG company from Germany, and it includes the following:

- Service to receive software error during normal working hours of the Provider by fax or email;
- Service of providing advice on the phone as well as support with the analysis, identification, diagnosis, avoidance and elimination of software problems during normal working hours of the Provider;
- Service of providing advice on the phone during installation, running of patches, software revision and software updates;



- Delivery of software updates available at the Provider. Update implies improvement of system performances between 2 consecutive versions;
- In case it is established that software error cannot be diagnosed and eliminated by providing technical support on the phone but only on site, the Provider shall provide support to the Procuring Entity by sending qualified personnel to the software installation site after agreeing on the date with the Procuring Entity.

Software maintenance shall include the following:

1. WISKI Basic Standard package per Concurrent user, 3 licences encompassing the following modules:
  - BIBER
  - SKED
  - Standard Statistics
  - Advanced Statistics
  - User administration
2. WISKI TSM (Time Series Manager) Server, 1 license
3. KiDSM Server, 1 license.

#### Article 3.

The Procuring Entity agrees to pay to the Service Provider for the executed services on a quarterly basis in the amount of \_\_\_\_\_ dinars with VAT excluded, and for the period of **12 months** in the total amount of \_\_\_\_\_ dinars with VAT excluded, i.e. in the total amount of \_\_\_\_\_ dinars with VAT included (in letters: \_\_\_\_\_).

The Procuring Entity shall make the payment within 30 days of the receipt of the invoice, into the bank account of the Service Provider No. \_\_\_\_\_ at bank \_\_\_\_\_.

#### Article 4.

The Service Provider agrees to start carrying out the services from Article 2. of this Contract as of the date of signing the Contract.

#### Article 5.

The Service Provider agrees to perform the services which are the subject matter of this Contract in a quality manner, in accordance with the prescribed standards and the given bid number (***Procuring Entity fills in***).

#### Article 6.

The Procuring Entity shall obey the instructions of the Service Provider related to the use of the relevant services.



Article 7.

Any disputes regarding the execution of this Contract shall be settled amicably by the Parties. Otherwise, the Commercial Court in Belgrade shall have jurisdiction.

Article 8.

This Contract is concluded for the period of **12 months**.

Article 9.

This Contract may be terminated by the will of the Parties with a notice period of 30 days.

The Contract shall be cancelled in writing, and the cancellation shall start to have effect from the first month following the cancellation.

Article 10.

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

For the Service Provider

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For the Procuring Entity

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## VIII FORM OF THE OFFERED 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
Subject matter of the public procurement					

### Instructions on how to fill in the form of offered price structure:

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

- In Column 2: The bidder fills in basic price for the service which is the subject matter of the public procurement for the entire period of **12 months**, without administrative and other costs, VAT excluded;
- In Column 3: The bidder fills 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 fills in other costs necessary for the bid preparation and execution of the services which are the subject matter of the public procurement (*for instance, customs charges, bank fees, transportation costs, etc.*) In that case, the bidder shall submit, along with the bid, those costs on a separate paper with a clear indication of the type of the costs;
- In Column 5: The bidder fills in the total price of all the services which are the subject of this public procurement, with all dependent and independent costs, VAT excluded;
- In Column 6: The bidder fills in the total price of all the services which are the subject matter of the public procurement, 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 \_\_\_\_\_  
[state the name of the bidder] submits the total amount and the cost structure for the bid  
preparation, as indicated in the chart:

<b>TITLE OF THE COST</b>	<b>AMOUNT OF THE COST IN RSD</b>
<b>TOTAL AMOUNT OF COSTS FOR BID PREPARATION</b>	

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

If the public procurement procedure has been cancelled for the reasons relating to the Procuring Entity, the Procuring Entity shall be obliged to refund to the bidder the expenses of making a sample or a model if they have been made in conformity with the technical specifications of the Procuring Entity, as well as the expenses relating to the acquiring of collateral, but only if the bidder has required the refund of the expenses in its bid.

*Note: submitting this form is not mandatory*

Date:

SEAL  
HERE

Signature of the bidder:

\_\_\_\_\_

\_\_\_\_\_



## **X FORM OF THE STATEMENT ON AN INDEPENDENT BID**

Pursuant to Article 26 of the Law, \_\_\_\_\_,  
(Name of the bidder)  
is making the following

### **STATEMENT ON AN INDEPENDENT BID**

I hereby declare under full substantive and criminal liability, that I have submitted the bid in the public procurement procedure of services No. 07/15 – maintenance of WISKI7, hydrological information system produced by KISTERS AG from Germany, independently, without any agreement with other bidders or stakeholders.

Date:

SEAL  
HERE

Signature of the bidder:

\_\_\_\_\_

\_\_\_\_\_

***Note:** 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 competent for the protection of competition may ban the bidder, i.e. the stakeholder, from bidding in the public procurement procedure if it establishes that the bidder, i.e. 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 person of each bidder from the group of bidders, and verified by a seal.***



**XI FORM OF THE STATEMENT ON CONFORMITY WITH  
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 ..... *[state the name of the bidder]* in the public procurement of services in an open procedure No. 07/15 – maintenance of WISKI7, hydrological information system, produced by KISTERS AG from Germany, has complied with all the obligations arising from the current regulations on safety at work, employment and working conditions, environmental protection, and I guarantee that the bidder is the holder of intellectual property rights.

Date:

Signature of the bidder:

SEAL  
HERE

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



## **XIV ANNEX 1**

**(ONLY IN CASE OF JOINT BIDDING)**

The agreement by which the bidders from the group commit to each other and to the Procuring Entity to execute the public procurement.

If a bid is submitted as a joint bid by a group of bidders, it is necessary to submit the agreement in which all members of the group of bidders commit to each other and to the Procuring Entity to perform the obligations upon the conclusion of the contract for the public procurement.

The agreement must name all members of the group of bidders with their data (*name, address, TIN, registration number, name and surname of the authorized representative etc.*), and it must be signed and certified by authorized representatives of all members of the group of bidders.