



Republic of Serbia
Ministry of Environmental Protection
ENVIRONMENTAL PROTECTION AGENCY
11000 Belgrade
22 – 26 Nemanjina St.

TENDER DOCUMENTATION

Negotiating procedure without public invitation to bid

Upgrade of the NRPS (National Register of Pollution Sources) information system
produced by Emisoft as from Norway

Public Procurement No

ППБОП-У-1/19

Belgrade, September 2019

Pursuant to Article 36 para. 1 items 2) and 61 of the Law on Public Procurement ("Official Gazette of the RS" No 124/2012, 14/2015 and 68/2015, hereinafter: the LPP), Ar. 5 of the Rulebook on mandatory elements of tender documents in the public procurement procedures and manner of proving eligibility ("Official Gazette of RS" No 86/15, No 41/19), Opinion on Public Procurement Administration No 404-02-3078/19 from 11th July 2019, Decision on initiating public procurement procedure No ППБОП-У-1/19 No 404-02-84/2019-06 from 19th August 2019 and the Decision on establishment of the Public Procurement Commission No 119-01-46/2019-06 from 19th August 2019, the following has been prepared:

TENDER DOCUMENTS

for the public procurement of the negotiating procedure without public invitation to bid: Service of upgrading the NRPS (National Register of Pollution Sources) information system produced by Emisoft as from Norway

The tender documents consist of the following:

I General

1. Invitation to bid
2. Instructions to bidders for preparing to bid
3. Criteria for selection of the most advantageous bid
4. Instructions for proving the fulfillment of requirements from the tender documents
5. Forms and statements
 - 5.1. Bid form
 - 5.2. Price structure form
 - 5.3. Bid preparation costs form
 - 5.4. Statement on independent bid
 - 5.5. Statement on observance of valid regulations
 - 5.6. Statement on prohibition to carry out activity
6. Model Contract

II Technical part of tender documents

- II-1. Technical conditions and requirements

1. GENERAL DATA ON PUBLIC PROCUREMENT

1) Procuring entity details:

| | |
|--------------------------|--|
| Name | Ministry for Environmental Protection – SERBIAN ENVIRONMENTAL PROTECTION AGENCY |
| Address | Belgrade, 22- 26 Nemanjina St., (Address of the agency's administrative building: Ruže Jovanovića 27A) |
| Website | www.sepa.gov.rs |
| Type of procuring entity | Agency |
| Company No | 17907344 |
| TIN | 107684065 |

2) **Type of public procurement procedure:** negotiating procedure without public invitation to bid

3) **Subject of the public procurement:** JH ППБОП-У-1/19, – service of upgrading the information system NRPS (National Register of Pollution Sources) by the producer Emisoft as from Norway. Grounds for implementing the negotiating procedure without public invitation to bid: in accordance with Article 36 paragraph 1 item 2 of the Law on Public Procurement ("Official Gazette of the RS" No 124/12, 14/15 and 68/15) Opinion No 404-02-3078/19 dated 11/07/2019 of the Administration for Public Procurement has been obtained.

4) **Description and code from the General Public Procurement Glossary:** 72000000 - Information technology services: counseling, delivery of apps, internet and customer support

5) **Number of lots:** procurement not classified per lots.

6) **Procurement reserved for institutions, organisations or business entities for job training, professional rehabilitation and employment of disabled persons:** No

7) **Signing a framework agreement:** No

8) **Submission of electronic bid:** Not allowed

9) **Mandatory bidding with subcontractors:** No

10) Contract award criterion: The lowest offered bid price

11) Tender documents takeover: The Bidder to whom the Agency awarded the subject matter procurement contract for being the only technically equipped bidder for delivering the subject matter services and also the owner of the exclusive right to upgrading the information system NRPS (National Register of Pollution Sources), by the producer Emisoft as from Norway is the company Emisoft as, FJØSANGERVEIEN No 50D, Postbox 5059, Bergen, Norway“. Tender documentation can be taken personally taken at the AGENCY FOR ENVIRONMENTAL PROTECTION, 27 A Ruže Jovanovića St. between 10:00-15:00 h only on work days, and also on the Public Procurement site portal.ujn.gov.rs or from the Procuring entity's website www.sepa.gov.rs.

12) Submission of bid and submission deadline: The Bidder invited to submit their bid should submit their bid not later than: **21/10/2019 until 12:00 hours** at the archive office of the Procuring entity: 27 A Ruže Jovanovića St, 11160 Belgrade – Office No 24. Bids should be submitted in a sealed envelope or box, so when they are open it may be ascertained with certainty that it is their first opening, stating the following:

BID FOR PUBLIC PROCUREMENT: JH ППБОП-Y-1/19,

**Upgrading the information system NRPS (National Register of Pollution Sources)
produced by Emisoft as from Norway**

DO NOT OPEN

The correct name and address of the Bidder shall be put on the back of the envelope or box. The bid can be submitted by mail or in person, not later than the date for the submission, until **12:00** hours, local time.

Untimely bids will not be taken into consideration and shall be returned unopened to the bidders. Promptness will be judged solely by the date and time of arrival to the archive office of the Procuring Entity and not as per the day and hour of their hand-over into the post office.

13) Place, time and manner of bid opening: Public opening of all timely received bids will be done on **21/10/2019 at 12:30 hours** in the premises of the Procuring Entity, at the address P27 A Ruže Jovanovića St, 11160 Belgrade – Office No 24, in the presence of the Commission members appointed for the above procurement.

14) Place, time and method of negotiation: Negotiation will take place on **21/10/2019 at 13:00 hours** in the premises of the Procuring Entity, at the address P27 A Ruže Jovanovića St, 11160 Belgrade – Office No 24, in the presence of the Commission members appointed for the above procurement and bidders' representatives. It is a single stage negotiation. Elements to be negotiated are: price and completion date of upgrading the information system NRPS and other important elements of the contract.

15) Conditions for the bidders' representatives to participate in the bid opening: The authorized representatives of bidders may attend the bid opening and negotiation. Before the start of the opening in public and negotiation procedure, respectively, the representatives of the bidders to attend the opening of the bids shall submit to the Procuring Entity's representatives special written authorizations issued on the respective bidder's company letterheadrandum, certified by signature of the bidder's responsible person with a precise mark stating that the authorizations were issued for participation in the bid opening procedure – negotiation procedure without publishing the invitation to bid, No JH ППБОП-У-1/19.

16) The deadline for making a contract award decision: Contract award decision in the subject procedure of the public procurement shall be made within 10 days as from the date of bid opening in public.

17) Contact person: Nebojša Redžić, mobile +381-64-6406348
email: nebojsa.redzic@sepa.gov.rs

2. INSTRUCTIONS TO BIDDERS FOR PREPARING TO BID

The subject of the public procurement is the service of upgrading the information system NRPS (National Register of Pollution Sources) produced by Emisoft as from Norway. Public procurement is carried out for signing public procurement contract.

1) The Bidder shall submit the bid in writing, in the Serbian and English language. A foreign bidder may submit original copies or photocopies in native language, accompanied by the certified translation into Serbian, as evidence from the Instructions for proving the completion of conditions from the tender documentation may.

2) Unacceptable bids will not be taken into consideration. Acceptable bid shall mean a bid submitted in a timely manner, containing the completed Bid form – *Form 6.1.* (with accompanying attachments), Price structure form - *Form 6.2.*, as well as all other documents, forms and attachments referred to in the Tender Documents (all forms shall be stamped and signed by the authorized person of the Bidder). The bid shall also be adequate and shall not restrict the rights of the procuring entity or obligations of the bidder and which does not exceed the amount of the estimated value of the public procurement.

3) The data which the bidder reasonably considers as confidential shall be used by the Procuring Entity only for the purpose of bid invitation and they shall not be available to any person out of the group of people involved in the Public Procurement procedure. These data will neither be published during the bid opening procedure, nor in the continuation of the procedure or later. The Procuring Entity shall treat as confidential only those documents which in the upper right corner have the indication "CONFIDENTIAL", with the signature of a person who signed the bid, put under this indication followed by a reference number and date of passing the internal enactment of the bidder used for defining the bid data as confidential. If only some information from the document are considered as confidential, the confidential section shall be underlined red and the word "CONFIDENTIAL" shall be put in the same line, next to the page right margin. The Procuring Entity will not be liable for the confidentiality of the data which are not marked as stated above. In the case of the economically most advantageous bid, the price quoted in the bid as well as other elements of the criterion cannot be considered as confidential.

4) Bids with variants are not allowed.

5) The bidder may submit only one bid. The bidder who submitted its bid independently is neither allowed to concurrently participate in a joint bid and/or as a Subcontractor, nor may the same person participate in several joint bids.

6) Within the deadline for the submission of the bids, a bidder may amend, modify or revoke its bid. The modification, amendment or revocation of a bid shall be submitted prior to

the deadline for the submission of the bids, in the same manner in which the bids were submitted.

7) If an untimely bid was submitted in the public procurement procedure, the Contracting authority would return the bid unopen upon completion of the opening the bids in public, indicating that the bid was submitted untimely.

8) Prices indicated in the bid shall be quoted in Norwegian krone, excluding VAT. Prices indicated in the bid must be fixed until execution of the contract. Payment shall be executed so that the Procuring Entity shall convert Serbian dinars into Norwegian krone at the middle exchange rate of the National bank of Serbia and perform payment of the agreed amount, excluding VAT. VAT payment shall be the liability of the Procuring Entity.

If an unusually low price is quoted in a Bid, the Procuring Entity will act in compliance with Article 92. 3JH.

9) Procuring Entity shall execute payments of agreed services after receiving the receipt from the bidder and after signing the report on performed services by the Procuring Entity's representative responsible for monitoring the contract realization as well as the authorized Bidder's representative. Procuring Entity will conduct payment to the service provider within 45 days as of receipt of correct invoice and complete documentation.

Procuring Entity does not allow advance payments.

10) Contract shall be concluded on the day of its signing by both parties and it shall be valid until 01/05/2020 and the subject matter of the Contract shall be the upgrade of the information system NRPS (National Register of Pollution Sources):

11) The bid shall be valid at least 60 days as from the date of bid opening in public.

12) Deadline for upgrading the information system NRPS (National Register of Pollution Sources) is 180 days at most, including the day of signing the contract.

13) Interested persons may request additional information and clarifications relating to bid preparation only in writing (on the company letterheadrandum with the authorized person's signature) not later than 5 days prior to the deadline for bid submission. The contacts shall be made in the manner stipulated in Article 20 LPP. The additional information and clarifications by phone are not allowed.

The Procuring Entity will respond to the request in writing within three days as from the date of the receipt of the request in writing from the interested person, pursuant to article 20 LPP, and, at the same time, the Procuring Entity will publish that information on the Public Procurements Portal and its website.

14) Warranty period to the upgraded software functionality is 12 months as from the day of finishing the minutes on performing the agreed services and testing the software's operation.

15) The questions are to be addressed to: 27A Ruže Jovanovića St., or email: nebojsa.redzic@sepa.gov.rs with the note "Clarifications – PP ППБОП 1/19" (column **subject** must be filled with the indicated text)

Working hours of the Contracting Authority are 10.00 -15.00 hours on work days. All questions submitted in person can be delivered to the clerk's office of the Contracting Authority only in the period 10.00-15.00 hours exclusively on the work days. All questions directed by fax or email, and which are received after 15.00 hours shall be considered as received by the Contracting Authority on the following work day.

16) If a bidder wishes to add anything to its bid, it can be done on its letterhead.

17) The Procuring Entity reserves the right to check the authenticity of the submitted data and statements. The Procuring Entity may request additional explanations from the bidder which will help in the examination, evaluation and comparison of the bids, and it may also check and directly review them with the bidder and/ or its subcontractors.

Authentication of the suggested data shall be performed exclusively in writing i.e. by mail or email with the competent institutions issuing the suggested data or statements.

All additional clarifications which can assist the Contracting Authority upon reviewing, evaluating and contrasting the bids, the Contracting Authority shall perform exclusively in writing i.e. by mail or email.

The Procuring Entity may not request, allow or offer any modification of bid elements being significant for application of criteria for contract award, or any modification that would change the bid that is inappropriate or unacceptable and thus make it appropriate or acceptable.

The Procuring Entity may, with bidder's consent, rectify arithmetic errors noticed while examining the bid, upon termination of the bid opening procedure. If there is a difference between the unit and total price, the unit price shall be the reference one. If the bidder does not consent to the correction of arithmetic errors, the Procuring Entity shall reject such a bid as unacceptable.

18) The Procuring Entity may reject a bid if it has evidence that in the past three the Bidder acted in the procurement procedure as follows:

- bidder gave, offered, or hinted some advantages directly or indirectly, or tried to find confidential information or influence in any way the acting of the Procuring Entity in the course of the procurement procedure
- bidder acted contrary to the prohibited actions from Article 25 LPP
- bidder committed a violation of competition
- bidder submitted false information in the bid or refused, without good reasons to conclude the contract for the public procurement, after the contract was awarded to it

The Procuring Entity may reject the Bid if it has the evidence showing that during the period

of the previous three years preceding the publishing the invitation to bid the Bidder has not been fulfilling its obligations under the previously concluded public procurement contracts with the same procurement scope.

The evidences for bid rejection from the two preceding paragraphs of this item of the Tender Documents are as follows:

- the legally binding court decision or final decision of the competent authority
- a document on realized financial security for the fulfillment of the requirements in the procurement procedure or in the fulfillment of the contractual obligations
- a document on collected liquidated damages
- a statement of the termination of the contract due to failure to fulfill the essential elements of the contract; the statement is given in the manner and under the conditions provided by the law of obligations
- evidence on engagement of the persons in the execution of the contract on public procurement, which are not designated in the bid as subcontractors, or the members of the group of bidders employment contract, service contract or any written document, certifying that within two years after the termination of its employment with the Procuring Entity the person who participated in the public procurement or persons associated with it, was engaged for the supplier or for the persons associated with the supplier, if the value of the contract awarded to that supplier in the last year prior to the termination of the employment of the Procuring Entity's representative, is more than 5% of the total value of all contracts concluded by the Procuring Entity at the time
- a written document of the competent institutions confirming falsity of the information given in the bid
- a written document certifying that the bidder returned to the Procuring Entity unsigned contract on public procurement or a written document by which the bidder refuses to sign the contract after the contract was awarded to it in the public procurement procedure
- a written document certifying that the bidder did not provide the financial security to which it was obliged as stipulated in the bid
- a written document confirming that the Procuring Entity and the bidder are subject to court or arbitration proceedings due to failure to fulfill the requirements under previous public procurement procedures, or due to failure to fulfill the obligations under previously concluded contracts on public procurements.

The Procuring Entity may reject the bid if it has a final court decision or other final decision of the competent authority relating to the proceedings conducted by another Procuring Entity or the contract concluded by another Procuring Entity, if the subject of the public procurement was the same.

19) The Bidder must fill in all Contract elements in the Model Contract, which is an integral part of the Tender documents, and must also put seal and signature at the designated place, thus confirming it agrees with the Model Contract. In case of bidding with Subcontractors, all Subcontractors must be listed in the Model Contract.

20) Selection of bidder for the award of contract on the public procurement shall be made by means of the lowest price offered criterion.

21) While preparing their bid, the bidders are obliged to state expressly that they observed the obligations under applicable regulations on safety at work, employment and working conditions, environmental protection, and to guarantee that the bidder has no prohibition to perform business activities in power at the time of bid submission.

If the Bidder fails to submit signed and sealed Statements (5.5 and 5.6) attached to their Bid, the Bid shall be considered unacceptable, and shall not be taken into account during expert assessment of bids.

22) All costs associated with the preparation of the bid shall be borne by the bidder. If the public procurement procedure has been suspended for reasons attributable to the Procuring entity, the Procuring Entity shall be obliged to reimburse the bidder for the costs of provision of financial securities, provided that the bidder has requested reimbursement of the costs in its bid.

23) The Procuring Entity will suspend the public procurement procedure if the conditions for contract award have not been fulfilled. The Procuring Entity reserves the right to suspend the public procurement procedure due to objective and verifiable reasons that could not have been foreseen at the time of the initiation of the procedure and which prevent the completion of the initiated procedure, namely, which resulted in the cessation of the Procurement Entity's need for the subject procurement; for that reason that procurement will not be repeated during the same fiscal year or in the next six months.

24) The bidder has the right to inspect the records on the conducted public procurement procedure after the decision on contract award has been made or after the decision to suspend the procedure has been made; to do this, the bidder may submit a written request to the Procuring Entity. The Procuring Entity is obliged within 2 days as from the receipt of the written request to allow the bidder to access to the documents and to copy documents related to the procedures at the expense of the person submitting the request.

25) If a Bidder considers that its rights have been violated in the Procurement Procedure it may, at any stage of the Procurement Procedure, submit the request for protection of its rights. The request for protection of the rights may be submitted by any interested person as well, who has interest for contract award in the concrete public procurement procedure and who suffered or might suffer damage as result of Contracting authority's acting in contrast to the provisions of LPP.

The request for protection of rights shall be submitted to the Contracting authority and a copy of the request for protection of its rights shall be concurrently submitted to the Republic Commission.

Request for protection of rights, which disputes the type of procedure, contents of the invitation to bid or Tender documents, shall be deemed timely if it the Contracting Authority received it not later than 3 days following the expiration of the deadline for submission of bids, regardless of the manner of its submission, and if the Applicant pointed out possible shortcomings and irregularities to the Contracting authority, according to the article 63 paragraph 2 of the LPP and the Contracting authority did not eliminate them.

After making the Decision on Contract Award or Decision on Termination of Procedure, deadline for submitting a request for protection of rights is 10 days following the day of publishing the Decision on the Public Procurement Portal.

Working time of the Contracting Authority 10:00 - 15:00 h during working days. Any request for protection of rights that are delivered in person can be handed over to the clerk's office between 10:00-15:00 hours during working days. Any request for protection of rights sent by fax or e-mail that arrive after 15:00 hours shall be deemed to be received by the Contracting Authority on the first day that follows the arrival and the Contracting Authority will then issue confirmation of shipment reception, pursuant to article 20 of the LPP.

The request for protection of rights must contain:

- name and address of the person submitting the request and its contact person
- name and address of the Contracting authority
- details on public procurement being the subject of the request, namely on the Contracting authority's decision
- violation of provisions regulating the public procurement procedure
- facts and proofs evidencing the violations
- confirmation of payment signed and sealed confirmation from the bank where the payment of the Republic administrative fee was effected for the purpose of the public procurement in matter.
- signature of the person submitting the request.

If the request for protection of rights does not contain all the above stated elements, the Contracting authority will reject such request via conclusion.

The account number of the Budget of the Republic of Serbia for payment of fee from Article 156 paragraph 1 is: 840-30678845-06

Payment code: 153 or 253

Reference number: JH ППБОП-У-1/19

Purpose: Request for Protection of Rights Fee – Agency for Environmental Protection – JH ППБОП-У-1/19

Beneficiary: Budget of the Republic of Serbia

Fee amount referred to in article 156 LPP to be paid in is RSD 60,000.00 RSD.

26) Contract arising from this public procurement shall be signed following the expiry of the deadline for bid submission for protection of rights referred to in Article 149 LPP, unless only one bid has been submitted.

The Bidder shall accept to sign the Contract arising from the bid in the deadline not longer than 8 days as from the expiry of deadline for submitting the request for protection of rights in case the Bidder is invited to do so.

In case only one bid is submitted, the Bidder shall accept to sign the Contract in the deadline not longer than 8 days as from the expiry of deadline for submitting the request for protection of rights in case the Bidder is invited to do so.

27) If such need arises, the Contracting authority holds the right to increase the stipulated scope of the public procurement, after concluding the contract on the public procurement, and the total increased value of the contract shall, however, not be higher than 5% of the total value of the originally concluded contract, provided that the amount does not exceed 10,000,000.00 Serbian dinars. In this case, the article 115 of LPP will be followed and the change will be recorded by means of producing an annex to the originally concluded contract.

3. CRITERIA FOR SELECTION OF THE MOST ADVANTAGEOUS BID

The Contracting Authority's Commission shall review all timely Bids, for the purpose of determining its completeness and compliance with all requirements from the Tender documents. The Contracting Authority's Commission shall then determine if timely Bids are adequate (whether the offered service is compliant to the requirements referenced in the Technical part) and acceptable (if the Bid prices are not above the estimated value of the public procurement).

- Ranking of timely, adequate and acceptable Bids shall be made by applying the LOW-EST OFFERED PRICE criterion.

As for the purpose of comparing the prices in bid evaluation procedure, the total offered price, VAT exclusive, shall be taken into consideration.

Price in the bid must be higher than zero (0) for each element of criteria. If bidder indicates its prices per each element of criteria in a descriptive manner, or a price equaling zero (0), such bid will be deemed unacceptable and will not be considered.

Subject of negotiation will be the offered price and deadline for upgrade. The negotiation procedure will be approached directly after bid opening with the Bidder who submitted his offer.

Negotiation will be performed in a single round. Bidder's representative who submitted the bid must submit to the Commission a special written authorization prior to the beginning of the procedure, for presence in the procedure of bid opening and an authorization for negotiation issued on the producers memorandum, certified and signed by the Bidder's legal representative.

If the Bidder's authorized representative is not present to the negotiation procedure, the price suggested in the submitted bid shall be considered as the final price.

No higher price can be offered in the negotiation procedure than the price expressed in the submitted bid.

The Contracting Authority shall compose a minutes on the negotiation procedure, as well as the statement on changes to the elements of the bid in case the Bidder changes the conditions of the negotiated bid in the negotiation procedure.

4. INSTRUCTIONS FOR PROVING THE FULFILLMENT OF REQUIREMENTS FROM THE TENDER DOCUMENTS

MANDATORY REQUIREMENTS

Bidders must prove that they fulfil the following requirements of the Law:

1. **Requirement:** Bidder must be registered with the competent authority, i.e. enlisted in appropriate registry.

Evidence:

Legal entity - The excerpt from the register of the competent authority

2. **Requirement:** Bidder and its legal representative have not been convicted of any of the criminal offences as member of an organized crime group, and they have not been sentenced for crimes against the economy, crimes against the environment, the criminal offence of receiving or giving bribes, the crime of fraud.

Evidence:

Legal entity

- Excerpts from criminal records i.e. certificates of the competent court evidencing that the legal entity has not been sentenced for crimes against the economy, crimes against the environment, the criminal offences of receiving or giving bribes, the crime of fraud;

- Excerpt from criminal records of the competent court, evidencing that the legal entity has not been convicted of any of the criminal offences of organized crime;

- Excerpt from criminal records or certificates of the competent police department of the Ministry of Internal Affairs, evidencing that the Bidder's legal representative has not been sentenced for crimes against the economy, crimes against the environment, the criminal offences of receiving or giving bribes, the crime of fraud and/ or any criminal offences of organized crime (the request can be submitted per place of birth or place of residence of the legal representative). If the Bidder has more legal representatives it is obliged to deliver evidences for each of them.

Note -These evidences must not be older than two months prior to the public opening of Bids

3. **Requirement:** Bidder has paid all due taxes and contributions and other public charges, in compliance with the regulations of the Republic of Serbia or foreign country if the Bidder's head office is located at the territory of that country.

Evidence:

Legal entity – Certifications from the competent tax authority evidencing that the entity has settled all due taxes and contributions.

Note - These evidences must not be older than two months prior to opening of bids in public

Evidences from Items 1.1 through 1.3 may be submitted as original documents or uncertified copies thereof.

ADDITIONAL REQUIREMENT OF THE BUSINESS CAPACITY:

The Bidder must be authorized for upgrading and commissioning to work the information system NRPS (National register of Pollution Sources), produced by Emisoft as from Norway

Evidence:

Authorization copy from the software producer Emisoft as from Norway.

GENERAL GUIDELINES

Proofs on fulfillment of the conditions shall be submitted in the form of a signed Statement given under full substantive and criminal liability (Form 5.5). Prior to making the decision on contract award, the Contracting authority shall require from the Bidder, whose Bid was evaluated as the most advantageous one according to the Report of the Commission for the Public Procurement, to submit copies of the required proofs within 5 days, and may require to present the originals or a certified copy of all or particular evidences. If, during the mentioned period, the Bidder fails to submit the copies of the required proofs, the Contracting Authority shall reject their Bid as unacceptable.

The Bidder is not obliged to submit evidences that are publicly available on the website(s) of competent authorities, but it is required to specify these websites in their Bid and the evidences that may be found in them.

If the Bidder has its head office located in another country, the Contracting Authority may check whether the documents by which the Bidder proves the fulfilment of the stipulated requirements have been issued by the competent authorities of that country. If the country of Bidder's head office does not issue the evidence specified in Article 77 of the LPP, the Bidder may, instead of the evidence, submit its written statement, made under substantive and criminal liability and certified before the judicial or administrative authority, public notary or other competent authority of that country.

For all of its subcontractors listed in the Bid, the Bidder shall submit evidence on their fulfilment of the mandatory requirements for the mentioned participation as stipulated in Article 75, paragraph 1, Items 1 through 4 and paragraph 2 of the LPP.

In case when a Group of Bidders submits a joint Bid, each Bidder from the Group must fulfil the mandatory requirements from Article 75, paragraph 1, items 1-4 of the paragraph 2 of the LPP, and they shall fulfill the additional requirements together.

5. FORMS AND STATEMENTS

BID FORM

Date: _____

Bid No: _____

Based on the obtained tender documents for the public procurement JH ППБОП-У-1/19, upgrade of the information system NRPS (National Register of Pollution Sources), produced by Emisoft as from Norway in full accordance with the Technical Terms and Conditions, form the amount of _____ excluding VAT

and in words: (_____) Norwegian kroner.

Prices offered in the bid are fixed until the full completion of contract realization and are expressed with all costs in the offered parity presented in details in the Technical Description.

Contracting Authority is obliged to execute payment of the agreed price within 45 days as from receiving the Bidder's invoice and from signing the minutes on the delivered service of upgrading and testing the programme. Payment shall be conducted in the manner that the Contracting Authority shall convert the Serbian dinars on the day of payment at the average exchange rate of the National Bank of Serbia to Norwegian kroner and execute payment of the agreed amount excluding VAT. Payment of VAT is the obligation of the Contracting Authority. Contractor is obliged to submit invoices in accordance with the cyclic plan of paying the agreed obligations of the Contractor and the financial plan for 2019 and 2020 by respecting the legal deadlines of agreeing and the Contracting Authority's procedure stipulating that the earliest possible payment can be executed on 30th January 2020.

We hereby offer the deadline for realization to be _____ days (maximum 180 days) as of signing the contract.

Bid validity period: _____ calendar days as of the opening of bids in public (minimum 60 days).

Hereby we declare that we fully accept all the conditions of the tender documentation and we oblige ourselves to approach agreement signing within 8 days as from the expiry of the deadline for submitting the request for protection of rights.

Hereby we confirm that this bid refers to the entire scope of services JH ППБОП-У-1/19, upgrade of the information system NRPS (National Register of Pollution Sources), produced by Emisoft as from Norway and that we are presenting our bid (circle):

a) independently б) as the joint bid в) as the bid with a subcontractor

Integral part of this bid is filled in and signed – Price structure form (Form 5.2.) and Technical terms and conditions (Form II.1.)

Bidder: _____

Authorized Person's Signature: _____

Attachment:

- Bidder information

- Subcontractor information,

BIDDER INFORMATION:

Name of Bidder: _____

Company address: _____

Contact person: _____

Phone/ Fax: _____

Email: _____

Registration number: _____

TIN No: _____

VAT records NO: _____

Account No: _____

Bidder's classification based on size (small, medium or large) _____

First/ last name, title of a person who signs the bid, certifies forms in the bid, initials the

Model Contract and the like: _____

Personal signature of this person and phone No: _____

First/ last name, title of a person who signs the bid, and/or the legal representative of the Bidder: _____

Personal signature of this person and phone No: _____

BIDDER

Price structure form (5.2)

PRICE STRUCTURE FORM

Service of upgrading the information system NRPS (National Register of Pollution Sources),
produced by Emisoft as from Norway

| No. | PP subject | Measure unit | Offered price, VAT excluded | VAT amount | Offered price with VAT included |
|-----|---|--------------|-----------------------------|------------|---------------------------------|
| | 1 | 2 | 3 | 4 | 5 |
| 1 | Implementation of transformation and development of software solutions on the new Emisoft 7 platform. | Lump sum | | | |
| 2 | Training for the NRPS technical staff | Lump sum | | | |
| 3 | Preparation of technical documentation | Lump sum | | | |
| 4 | Solution testing | Lump sum | | | |
| A | Sum of offered price excluding VAT | | | | |
| B | Total VAT amount | | | | |
| C | Sum of total price including VAT | | | | |

Instruction for filling out the form of price structure:

Bidder needs to fill in the form of price structure in the following manner:

- the price excluding VAT to be written in the column 3, for the scope of public procurement;
- the price excluding VAT to be written in the column 4, for the scope of public procurement;
- total price of VAT to be written in column with calculated VAT
- Total sum of bid price to be entered in line A for all the positions of the public procurement scope excluding VAT
- Total amount of VAT to be written in line B, for the offered total price
- Sum of the total price including VAT to be written in line C

In _____, date _____

Responsible Bidder's contact person

Bid preparation costs form (5.3)

STATEMENT ON BID PREPARATION COST

Acting in the capacity of the legal representative of the Bidder _____
_____ I hereby declare under full criminal and substantive liability that in
the public procurement No ППБОП-У-1/19, service of upgrading the information system
NRPS (National Register of Pollution Sources), produced by Emisoft as from Norway, I have
had the following costs:

| TITLE OF THE COST | AMOUNT OF THE COST |
|-------------------|--------------------|
| | |
| | |
| | |
| | |

BIDDER

Clarification: The costs of preparing and submitting the bid is borne exclusively by the bidder, and the bidder cannot seek a refund of these costs from the Contracting Authority. Only the costs of obtaining a financial guarantee can be inscribed.

Note: Failure to submit this statement is not considered to be an important flaw of the bid.

Statement on independent bid (5.4.)

STATEMENT ON INDEPENDENT BID

Acting in the capacity of the legal representative of the Bidder _____

_____ I hereby declare under full substantive and criminal liability, that in the public procurement No JH ППБОП-У-1/19, service of upgrading the information system NRPS (National Register of Pollution Sources), produced by Emisoft as from Norway - I have submitted the bid independently, without agreements with other bidders or interested persons.

BIDDER

Statement on observance of obligations arising from valid regulations (5.5.)

**STATEMENT
ON OBSERVANCE OF OBLIGATIONS ARISING FROM VALID
REGULATIONS**

Acting in the capacity of the legal representative of the Bidder _____

_____ I hereby declare under full substantive and criminal liability, that in the public procurement No JH ППБОП-У-1/19, service of upgrading the information system NRPS (National Register of Pollution Sources), produced by Emisoft as from Norway, I have observed the obligations arising from current regulations on safety at work, employment and working conditions, and environmental protection.

BIDDER

Statement on prohibition to carry out activity (5.6)

**STATEMENT
ON PROHIBITION TO CARRY OUT ACTIVITY**

Acting in the capacity of the legal representative of the Bidder _____

_____ I hereby declare under full substantive and criminal liability, that in the public procurement No JH ППБОП-У-1/19, service of upgrading the information system NRPS (National Register of Pollution Sources), produced by Emisoft as from Norway, the Bidder

(Name of the Bidder)

has not been put under prohibition of carrying out the activity in force at the time of submitting the bid.

BIDDER

MODEL CONTRACT

Model contract represents a ground for defining the provisions of the Contract to be signed with the most favorable Bidder. The Contract will be modified in accordance with the accepted Bid and in that sense certain provisions shall be additionally amended to govern the required conditions referred to in the invitation for bidding and Tender Documentation. In case the Bidder is acting with a group of bidders in the joint bid, Model Contract shall be filled in by the authorized representative of the bidders group. In case of submitting the bid with the participation of subcontractors, the model contract shall list all the subcontractors. This Model Contract is the integral part of the Tender Documentation, which shall be filled in by the Bidder in accordance with the Bid, thus confirming to accept the Model Contract elements.

6. MODEL CONTRACT

Contracting parties:

**MINISTRY OF ENVIRONMENTAL PROTECTION –
AGENCY FOR ENVIRONMENTAL PROTECTION** with the head office in Belgrade,
22-26 Nemanjina St., registration No 17907344 , TIN: 107684065, represented by the general
manager, Filip Radović (hereinafter: Contracting Authority)

and

.....
.....
.....

(hereinafter: Executive Party)

Contracting parties are stating the following:

- that the Contracting Authority pursuant to Article 36 paragraph 1 item 2 of the Law on Public Procurement ("Official Gazette of the RS" No 124/12, 14/15 and 68/15) has conducted a negotiation procedure without public invitation to bid JH ППБОП-У-1/19, Service of upgrading the information system NRPS (National Register of Pollution Sources) produced by Emisoft as from Norway
- that the Contracting Authority submitted the bid No _____ as of _____, which is attached to the Contract and is an integral part of this Contract;
- that the Contractor's bid is in full accordance with the conditions and requirements from the Tender Documentation, which are attached to the Contract and are an integral part of this Contract;
- that the Contracting Authority selected the Contractor for procuring the services being the subject matter of this Contract based on the Contractor's bid and the Decision on awarding the contract ***** dated *****.

Article 1

Scope of Contract shall include the Service of upgrading the information system NRPS (National Register of Pollution Sources) produced by Emisoft as from Norway, fully compliant with the Contractor's Bid No _____ dated _____. (Attachment No1) and technical documentation of the Contracting Authority (Attachment No 2), which is an integral part of this Contract.

Article 2

Total agreed price for the subject matter services of upgrading the information system NRPS (National Register of Pollution Sources) produced by Emisoft as from Norway, is _____ of Norwegian kroner, excluding VAT, and/or ***** RSD with included VAT (filled out by the commission of the Contractor with VAT included).

Price shall be fixed until the end of validity of this Contract.

Price must include all dependent costs required for executing the Contract.

Article 3

Contracting Authority is obliged to execute payment of the agreed price within 45 days as from the day of receiving the Bidder's invoice and signing the minutes on the conducted agreed service. Payment shall be performed in the manner that the Contracting Authority shall convert the RSD on the day of payment according to the average rate of the National Bank of Serbia, excluding VAT. VAT payment is the obligation of the Contracting Authority. The Contractor shall be obliged to submit invoice in accordance with the cycled plan of payment of agreed obligations of the Contractor and by the financial plan for 2019 and 2020 by respecting the legally defined deadlines for agreements and procedures of Contracting Authority entails that the payment can be performed not sooner than 30.01. 2020.

Article 4

The Contractor shall be obliged to execute the agreed services within _____ days (maximum 180 days) from the day of signing the Contract.

Article 5

What is considered by *force majeure* are the events ensuing after the entry into force of this Contract, independently from the will of the contracting parties, which could not have been envisioned at the time of signing the Contract and which postpone or prevent execution of all or a part of the agreed obligations.

Effects of force majeure are reflected in the extension of the service delivery deadline proportionate to the duration of the force majeure, including the reasonable time required for preparing for the service delivery continuation, on which (the time) the Contracting parties shall agree.

The Contracting party suffering the effects of force majeure is obliged to inform the other Contracting party without delays and in a reliable manner on the occurrence of the force

majeure, its nature and consequences. The existence of force majeure must be recorded in the official document of the competent authorities and submitted to their other Contracting party by mail.

The Contracting party cannot refer to the force majeure which is facing delays with completing the agreed obligations.

For the duration of force majeure, the Contracting parties are calm and no sanctions envisioned by this Contract shall be implemented.

Article 6

Provisions of the Law on Obligations shall apply on all questions which are not regulated by this Contract.

Article 7

Contracting parties agree to amicably settle any possible disputes which might arise from this Contract, and if this is impossible, the competent authority shall be the Commercial Court in Belgrade.

Article 8

The Contract shall enter into force on the day of its signing by the authorised representatives of the Contracting parties and it shall be valid until its full completion, but not longer than 1st May 2020.

Article 9

The Contract is composed in 6 (six) identical counterparts, of which each signed copy represents an original, of which the Contracting Authority shall keep 4 (four) copies, and the most favorable Bidder - Contractor shall keep 2 (two) copies.

CONTRACTOR

CONTRACTING AUTHORITY

General Manager

Filip Radović

II.1. TECHNICAL CONDITIONS AND REQUIREMENTS

Upgrade of the IS NRPS (information system of the National Register of Pollution Sources) concerns transformation of software solutions (Competent Authority Portal and Registration Portal) of the information system from the software platform TEAMS SR to the software platform Emisoft 7. The main objective of this transformation is overcoming the problems which are evident in the current software platform TEAMS SR, which were caused by the limitations of the obsolete MS Silverlight technology. Most critical limitations of this technology are reflected in less and less accessible existing solutions, which can be accessed at this moment only by using the Windows environment and search engine Internet Explorer.

Transformation of software solutions of the IS NRPS to the new Emisoft 7 platform, suggested limitations must be overcome, and the technology MS Silverlight replaced with new technologies which would ensure accessibility of the solutions to a wider range of end users.

Software solutions realized in the new platform at least need to ensure and support all functionalities provided by the existing solutions. Interface of new software solutions shall be produced in accordance with the principle "user friendly" guaranteeing fast adaptation of end users to the new system. New solutions need to unconditionally support operation continuity with the existing database realized in the MS SQL Server. Initially, it was not envisioned to seek improvement of the server infrastructure; therefore, new solutions need to be optimized so that they would not require additional improvements of the hardware. It is possible to replace the platform of database MS SQL Server 2008 R2 Standard Edition with the version MS SQL Server 2016 Enterprise Edition for better performance and eventual requirements of new functionalities. Adequate training is required to be provided to the technical staff of SEPA (Agency for Environmental Protection) as well as all the required documentation in order to ensure continuity of maintaining and further improving the new solutions on the same level as previously. Testing the new solutions needs to be successfully implemented by using at least one Microsoft search engine (Internet explorer, MS Edge) and at least one non-Microsoft search engine (Google Chrome, Mozilla Firefox).

Envisioned realization stages:

1. Implementation of transformation and development of software solutions on the new Emisoft 7 platform.
2. Training for the technical staff of the NRPS
3. Preparation of documentation
4. Testing
5. Handover of software solutions.

Each of the envisioned stages shall be confirmed.

In _____, date _____

Responsible Bidder's contact person
