

Client: Institute of Hydrometeorology and Seismology
Number: 01-1676/2
Place and date: Podgorica, 15.06.2020.

Broj: 01-1676/2
Podgorica, 15.06.2020. god.

Pursuant to Article 30 of the Law on Public Procurement ("Official Gazette of Montenegro", No. 42/11, 57/14, 28/15 and 42/17) and the Rulebook for conducting the procedure for small value procurement, No. 01-2746 of August 10, 2017), the Institute of Hydrometeorology and Seismology submits

REQUEST FOR SUBMISSION OF BIDS FOR SMALL VALUE PROCUREMENTS

I Customer information

| | |
|--|--|
| Naručilac: Institute of Hydrometeorology and Seismology | Information provider (s): Milica Mihaljević |
| Address: IV proleterske 19 | Postal number: 81000 |
| Headquater: Podgorica | PIB: 02886685 |
| Telefon: +382 20 655 158 | Fax: +382 20 655 158 |
| E-mail address: milica.mihaljevic@meteo.co.me | Web site: www.meteo.co.me |

II Subject of procurement:

Type of subject of public procurement

goods

III Description of the subject of procurement:

Voltage stabilizer for automatic measuring equipment at EMEP Velimlje station

IV Estimated value of procurement:

Estimated value of procurement with VAT included: 2.000,00 EUR

V Conditions for participation in the public procurement procedure

In public procurement procedure can participate only a bidder who:

- 1) is registered with the body responsible for registration of economic entities;
- 2) has duly performed all obligations on the basis of taxes and contributions in accordance with the law, ie the regulations of the state in which it has its seat;
- 3) proves that he or his legal representative has not been convicted of any of the criminal offenses of organized crime with elements of corruption, money laundering and fraud;

Proving the fulfillment of obligatory conditions

Fulfillment of conditions is proved by submitting: Statement of fulfillment of conditions given under full moral, material and criminal responsibility.

VI Technical characteristics or specifications

| No. | Description of the subject of procurement, or, part of the subject of procurement | Important characteristics of the subject of procurement in terms of quality, performance and / or dimensions | Unit of measure | Quantity |
|-----|---|--|-----------------|----------|
| 1 | Voltage stabilizer for automatic measuring equipment at EMEP station Velimlje | Voltage stabilizer mod. KTREK3 of 3,5KVA, power 220V Cod: 100000004940 or adequate | piece | 1 |

Warranty period: minimum 1 year in regular operating conditions of the equipment

Quality guarantees:

Submit an excerpt from the manufacturer's catalog

Submit a Statement by which the bidder confirms that he will provide post-sales service and technical assistance for a minimum of 5 years from the date of delivery of goods. In the Statement state the deadline for providing post-sales service and technical assistance (specify the number of free regular and / or emergency services) which will be performed within the specified period.

Submit a Statement by which the bidder confirms that he bears the costs of compensation for the use of patents and is responsible for the infringement of protected intellectual property rights of third parties

VII Method of payment

Within 7 (seven) days from the day of issuing the invoice for the delivered goods

VIII Deadline for delivery of goods, performance of works, ie provision of services:

Delivery time is 45 (forty five) days from the day of concluding the contract

IX Criteria for selection of the most favorable offer:**1. Lowest price offered**

The number of points for this criterion is determined by the formula:

$$C = (C_{\min} / C_p) \times 70$$

C_p – offered price

C_{\min} – Lowest price offered

2. Term of delivery

The number of points for this criterion is determined by the formula:

$$R = (R_{\min} / R_p) \times 10$$

R_p – offered deadline

R_{\min} – the shortest offered deadline

3. Post-sales service and technical assistance

The number of points for this criterion is determined by the formula:

$$RI = (PS_{max} / PS_p) \times 10$$

PS_p – offered length of the period in which a certain number of free of charge regular and / or extraordinary services will be performed

PS_{max} – the longest offered length of the period in which a certain number of free of charge regular and / or extraordinary services will be performed

4. Warranty period, type and quality of warranty and guaranteed value

The number of points for this criterion is determined by the formula:

$$G = (G_{max} / G_p) \times 10$$

G_p – offered length of warranty period

G_{max} – the longest offered length of warranty period

X Deadline and manner of submitting bids

Bids shall be submitted during working days, from 7 am to 3 pm, ending on June 22, 2020. year until 12.00.

Bids can be submitted:

by direct delivery to the archives of the Institute of Hydrometeorology and Seismology at the address IV proleterske 19, 81000 Podgorica

by registered mail with return receipt on address IV proleterske 19, 81000 Podgorica

The public procurement officers will open the timely bids immediately after the expiration of deadline for receipt of bids. Representatives of bidders may attend the opening of bids.

XI Deadline for notification of the outcome of the procedure

Notification of the outcome of the procedure shall be issued within 3 (three) days from the day of the public opening of bids

XII Other information

The place of execution of the contract is Podgorica.

Delivery time is 45 (forty five) days from the day of concluding the contract.

Attached to this Request is:

- Form General information about the bidder
- Form Financial part of the offer
- Statement on the absence of conflict of interest on the part of the bidder
- Statement on fulfillment of conditions from point V of this Request
- Draft Agreement

The procuring entity shall conclude a contract with the bidder whose bid was selected as the most favorable.

The wrapping shall include following information: bid, number of RFP, name and the seat of the contracting authority, name and the seat, i.e. name and address of the Bidder and text: "Do not open before the public opening of the bids"

A valid bid is a bid by which the bidders meet all the conditions required in the Request.

The bidder expresses the bid price in euros. The price of the offer is written in numbers. The price of the offer must include all costs and discounts and VAT.

The bidder may submit only one bid until the deadline for submission of bids and may not change it.

Bids received after the deadline for submission of bids will not be considered.

The bidder is obliged to prepare the bid as a single unit and to mark each first page of each sheet and the total number of sheets of the bid with an ordinal number.

Documents made by the bidder, which are an integral part of the bid, must be signed by an authorized person of the bidder or a person authorized by him.

The bid must be linked by a single guarantor so that individual sheets cannot be subsequently inserted, removed or replaced without damaging the bid sheet.

The bid is submitted in an appropriate closed envelope (envelope, package, etc.) in such a way that when opening the bid, it can be determined with certainty that it is being opened for the first time.

The bidder is obliged to make the bid on the forms from the tender documentation with the possibility of using his memorandum.

The bidder submits the bid with the price (s) expressed in EUR, with specially stated VAT, in the manner provided by the form "Financial part of the bid".

The offered price includes all costs and discounts on the total offered price, with separately stated VAT, in accordance with the law.

The offered price (s) is written in numbers.

If the price of the most favorable bid is lower by at least 30% in relation to the average offered price of all correct bids, the bidder is obliged to submit an explanation in accordance with the Law on Public Procurement (Official Gazette of Montenegro, No. 42/11, 57/14), 28/15 and 42/17).

The bidder is obliged to submit in the bid a draft contract on public procurement signed by an authorized person at the place provided for giving consent to the same.

The bid was submitted in a timely manner if it was delivered to the procuring entity before the expiration of the deadline for submission of bids provided for in the Tender Documentation.

The period of validity of the bid cannot be shorter than the legally defined deadline (60 days from the day of public opening of bids).

Public Procurement Officer
Milica Mihaljević, dipl. ecc.



Authorized person of the procuring entity
Luka Mitrović

Deliver to:

- "ENEL PS CG" DOO - PODGORICA
- "ORION S.R.L." DOO - ITALY
- "RGB 081" DOO - PODGORICA
- in the file
- a/a

TITLE PAGE

(name of the bidder)

SUBMITS

(name of the client)

OFFER

on the Request for submission of bids for the small value procurement, number 01-1676/2 / 1 from 15.06.2020.

for the supply of voltage stabilizers for automatic measuring equipment at the EMEP Velimlje station

FOR

Subject of procurement in its entirety

BID AND BIDDER INFORMATION

The bid is submitted as:

- Independent offer
- Independent offer with subcontractor / subcontractor
- Joint offer
- Joint bid with subcontractor / subcontractor

Data on the submitter of the independent bid:

| | |
|--|-------------------------------------|
| Name and headquarter of the bidder | |
| PIB ¹ | |
| Account number and name of the bidder's bank | |
| Address | |
| Telefon | |
| Fax | |
| E-mail | |
| Person (s) authorized to sign the financial part of the bid and the documents in the bid | <i>(Name, surname and position)</i> |
| | <i>(Signature)</i> |
| Name and surname of the person responsible providing the information | |

¹ Ili nacionalni identifikacioni broj prema zemlji sjedišta ponuđača

FINANCIAL PART OF THE OFFER

| No | Description | Important characteristics of the subject of procurement | Unit | Quantity | Unit price with VAT excluded | Total amount with VAT excluded | VAT | Total amount with VAT included |
|-------------------|---|--|-------|----------|------------------------------|--------------------------------|-----|--------------------------------|
| 1 | Voltage stabilizer for automatic measuring equipment at EMEP station Velimlje | Voltage stabilizer mod. KTREK3 of 3,5KVA, power 220V Cod: 100000004940 or adequate | piece | 1 | | | | |
| Total without VAT | | | | | | | | |
| VAT | | | | | | | | |
| Total with VAT: | | | | | | | | |

Offer condition:

| | |
|---|--|
| The contract execution deadline is | |
| The place of performance of the contract is | |
| Warranty period | |
| Post-sales service and technical assistance | |
| Guarantee of quality | |
| Date of Payment | |
| Method of payment | |
| Offer validity period | |

Authorized person of the bidder
(name, surname and position)

(signature)

M.P.

**STATEMENT ON THE NON-EXISTENCE OF CONFLICTS OF INTEREST ON THE SIDE OF THE
BIDDER, JOINT BIDDER, SUBCONTRACTOR / SUBCONTRACTOR ²**

_____ (bidder)

No: _____

Place and date: _____

Authorized person of the bidder / member of the joint bid, subcontractor / subcontractor (name and surname and position), in accordance with Article 17 paragraph 3 of the Law on Public Procurement ("Official Gazette of Montenegro", No. 42/11 and 57/14) provides

A statement

that it is not in a conflict of interest with the persons of the procuring entity specified in the statements on the absence of conflict of interest on the part of the procuring entity, which are an integral part of the subject Request for submission of bids for small value procurement, number 01-1676/2 from 15.06.2020. for the procurement of voltage stabilizers for automatic measuring equipment at the station EMEP Velimlje, in terms of Article 17 paragraph 1 of the Law on Public Procurement and that there are no reasons for conflict of interest on the part of this bidder, in terms of Article 17 paragraph 2 of the same law.

Authorized person of the bidder

(name, surname and position)

(signature)

M.P.

² Izjavu o nepostojanju sukoba interesa kod ponuđača, podnosioca zajedničke ponude, podizvođača ili podugovarača posebno dostaviti za svakog člana zajedničke ponude, za svakog podugovarača/podizvođača

Name of the Bidder

In accordance with the provisions of the Law on Public Procurement of Montenegro ("Official Gazette of Montenegro" No. 42/11, 57/14, 28/15 and 42/17) we provide the following:

STATEMENT

Under full moral, material and criminal responsibility, I declare that the conditions from Article 65 of the Law on Public Procurement of Montenegro, listed in p. V Request for submission of bids for the small value procurement, number: 01-1676/2 from 15.06.2020, are fully fulfilled.

This statement is an integral part of the offer.

Signature of authorized person

Date and place of signing _____

DRAFT CONTRACT ON PUBLIC PROCUREMENT OF VOLTAGE STABILIZERS FOR AUTOMATIC MEASURING EQUIPMENT AT EMEP VELIMLJE STATION

This contract is concluded between:

Institute of Hydrometeorology and Seismology, with headquarter in Podgorica, IV proleterske 19, PIB: 02886685, Matični broj: 02886685, Account number: 907-83001-19, Name of the bank: Centralna banka Crne Gore, represented by director Luka Mitrović, (hereinafter: the Purchaser)

and

Bidder _____ with headquarter in _____, street _____, PIB: _____, Matični broj: _____, Account number: _____, Name of the bank _____, represented by _____, (hereinafter: the Supplier).

BASIS OF THE CONTRACT:

Request for submission of a bid for the small value procurement of voltage stabilizers for automatic measuring equipment at the station EMEP Velimlje, number: 01-1676/2 dated 15.06.2020.

Number and date of the Notice of Outcome of the Procedure: _____;
Bidder's bid (*name of bidder*) no _____ from _____.

Article 1

The Supplier is obliged to deliver a voltage stabilizer for automatic measuring equipment at the EMEP Velimlje station for the needs of the Purchaser, in all respects according to the accepted offer number _____ from _____, which forms an integral part of this Agreement, according to the following specification:

| No | Description of the subject of procurement, or, part of the subject of procurement | Important characteristics of the subject of procurement in terms of quality, performance and / or dimensions | Unit | Quantity |
|----|---|--|-------|----------|
| 1 | Voltage stabilizer for automatic measuring equipment at EMEP station Velimlje | Voltage stabilizer mod. KTREK3 of 3,5KVA, power 220V Cod: 100000004940 or adequate | piece | 1 |

Article 2

The SUPPLIER undertakes to deliver to the PURCHASER the goods specified in Article 1 of this contract, and the PURCHASER undertakes to officially take over and pay the SUPPLIER the value of the goods according to the accepted price from the Offer No. _____ from _____.

PRICE AND TERMS OF PAYMENT

Article 3

Total value of goods, according to the accepted offer No. _____ from _____, is _____ EUR (in letters), of which the net value of the bid (excluding VAT) is _____, and value of the VAT _____.

Article 4

The agreed value of the goods includes delivery in Podgorica, as well as troubleshooting and maintenance within the warranty period.

The price includes the cost of packaging suitable for transport, transport costs and insurance during transport.

Article 5

The contracting parties agree that the PURCHASER will pay the agreed price within 7 (seven) days from the date of delivery of the invoice for the delivered goods.

DELIVERY TIME

Article 6

The SUPPLIER undertakes to perform the contracted delivery within 45 days from the day of concluding the contract.

CONTRACT TERMINATION

Article 7

The Contracting Parties agree that the termination of this Agreement may occur if the SUPPLIER fails to perform its obligations within the deadlines and in the manner prescribed by the Agreement:

In the event that the PURCHASER establishes that the quality of the goods that are the subject of this contract or the manner in which it is delivered, deviates from the required or offered quality from the SUPPLIER's offer.

CONTRACTUAL PENALTY

Article 8

The SUPPLIER undertakes to pay a contractual penalty in the amount of 2 ‰ for each day of delay in the delivery of goods, and a maximum of 5 ‰ of the total value of the contracted work.

WARRANTY

Article 9

The SUPPLIER guarantees that the offered goods are new and unused and that there are no real and legal defects.

The SUPPLIER guarantees the quality of the delivered goods and undertakes to eliminate any defect or replace the goods without delay at his own expense, which is not a consequence of improper handling of the PURCHASER.

The warranty period for the delivered goods is a minimum of 1 year in regular operating conditions of the equipment.

The SUPPLIER undertakes to provide after-sales servicing and technical assistance for a minimum of 5 years from the date of delivery of the goods, and X number of free regular and / or extraordinary services to be performed within the specified period.

The SUPPLIER undertakes to bear the costs of the fee for the use of patents and is responsible for the infringement of the protected intellectual property rights of third parties.

OBLIGATIONS OF THE PURCHASER

Article 10

The PURCHASER undertakes to provide premises and conditions for the delivery of the contracted goods.

ASSUMPTION OF RIGHTS AND OBLIGATIONS

Article 11

If during the validity of this contract there are any changes in the name or other status changes of the contracting parties, then all rights and obligations of the contracting party where such a change occurs, will pass to its legal successor.

APPLICATION OF REGULATIONS

Article 12

The provisions of the Law on Obligations and other positive regulations apply to everything that is not provided for in this contract.

JURISDICTION

Article 13

The contracting parties agree to resolve any disputes regarding this contract by agreement. Otherwise, the jurisdiction of the court in Podgorica is agreed.

COPIES OF THE CONTRACT

Article 14

This contract is legally validly concluded and signed by the authorized legal representatives of the parties to the contract below and is made in 4 (four) identical copies, of which 2 (two) copies are kept by the ORDERING PARTY, one copy is kept by the SUPPLIER and one copy is submitted to the Ministry of Finance. for public procurement policy.

ANTI-CORRUPTION CLAUSE

Article 15

Public Procurement Contract concluded in violation of the anti-corruption rule in terms of Article 15 paragraph 5 of the Law on Public Procurement "Official Gazette of CGT", no. 42/11 and 57/14) is null and void.

PURCHASER

SUPPLIER

AGREED WITH THE DRAFT CONTRACT

Authorized person of the bidder _____

NAME, SURNAME AND POSITION)

(signature)

Napomena: konačni tekst ugovora o javnoj nabavci biće sačinjen u skladu sa članom 107 stav 2 Zakona o javnim nabavkama nabavkama („Službeni list CG", br. 42/11 i 57/14).