



Vinca Institute of Nuclear Sciences

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PP nr: D-1.1.68/2020
Date: 17.03.2020.
Nr. doc.: 2/107/8

TENDER DOCUMENTATION

PURCHASE OF EQUIPMENT FOR COMPLETION OF PLAZMA REACTOR FOR HIGH-TEMPERATURE TREATMENT OF DIFFERENT TYPES OF MATERIALS

for the purposes of the Laboratory for Thermal Engineering and Energy,
Vinca Institute of Nuclear Sciences

Open public procurement procedure

DEADLINE FOR SUBMISSION OF BIDS:	16th April, 2020 until 14:00 h p.m.
BID OPENING	16th April, 2020. in 14:15 h p.m. , at the premises of Vinca Institute of Nuclear Sciences, Mike Petrovica Alasa 12-14

acting Director of Institute

Prof. dr Snezana Pajovic

Members of the commission are familiar with the
contents of tender documents

Total - 39 pages

Vinca, March 2020.

Attach the form on the front of the envelope!

SUBMITTER:

Name:

Address:

Phone:

Contact person:

RECIPIENT:

VINCA INSTITUTE OF NUCLEAR SCIENCES

Address: Mike Petrovica Alasa 12-14, Vinca, Belgrade
P.O. Box 522
11000 Belgrade

BID

**FOR PUBLIC PROCUREMENT OF GOODS
NR. D -1.1.68/2020
IN OPEN PROCEDURE**

**EQUIPMENT FOR COMPLETION OF PLAZMA
REACTOR FOR HIGH-TEMPERATURE TREATMENT OF
DIFFERENT TYPES OF MATERIALS**

DO NOT OPEN!!!

Date and time of submission (received into the office of
the Institute)

Regular submission number

Vinca Institute of Nuclear Sciences

**EQUIPMENT FOR COMPLETION OF PLAZMA REACTOR FOR HIGH-TEMPERATURE
TREATMENT OF DIFFERENT TYPES OF MATERIALS**

Pursuant to Articles 32 and 61 of the Law on Public Procurement (Official Gazette of the Republic of Serbia No. 124/12, 14/2015 and 68/2015), (hereinafter: Law), Article 6 of the Rules on Obligatory Elements of Tender Documents in public procurement procedures and manner of proving the fulfillment of conditions ("Official Gazette of the Republic of Serbia" No. 86/2015), Decision on initiating public procurement procedure, No. 2/107 dated February 6, 2020. and following an Amendment to the Decision on initiating public procurement procedure, No. 2/107/3 dated March 16, 2020 and the Decision on the formation of the Commission for the Implementation of the Public Procurement Procedure No. 2/107/1 of February 6, 2020. The Commission for the Implementation of the Public Procurement Procedure prepared:

TENDER DOCUMENTS

for the open public procurement of goods

- EQUIPMENT FOR COMPLETION OF PLAZMA REACTOR FOR HIGH-TEMPERATURE
TREATMENT OF DIFFERENT TYPES OF MATERIALS -

31700000-3 - Electronic, electromechanical and electrotechnical material

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Purchaser

Vinca Institute of Nuclear Sciences

Vinca Institute of Nuclear Sciences

EQUIPMENT FOR COMPLETION OF PLAZMA REACTOR FOR HIGH-TEMPERATURE
TREATMENT OF DIFFERENT TYPES OF MATERIALS

1. General information on public procurement

Purchaser	Vinca Institute of Nuclear Sciences
Address:	Mike Petrovica Alasa12-14, Vinca, Belgrade P.O. Box 522 11000 Belgrade
Phone:	+381 11 3408-104
E-mail: office@vinca.rs	www.vinca.rs

Type of public procurement procedure

The subject public procurement is carried out in an open public procurement procedure, in accordance with the provisions of Article 32. and Article 61. of the Law on Public Procurement and by-laws regulating public procurement.

Objective of the procedure

The public procurement procedure is conducted for the purpose of concluding a public procurement contract.

Contact persons: dr Dejan Cvetinovic and Milena Mratinkovic

e-mail: javnenabavke@vinca.rs

2. Information on the subject of the public procurement

Subject of public procurement no. D-1.1.68/2020 is EQUIPMENT FOR COMPLETION OF PLAZMA REACTOR FOR HIGH-TEMPERATURE TREATMENT OF DIFFERENT TYPES OF MATERIALS for the needs of the Laboratory for Thermal Engineering and Energy, Vinca Institute of Nuclear Sciences for 2020, under serial number D-1.1.68/2020.

The name and mark from the general procurement vocabulary is: 31700000-3 - Electronic, electromechanical and electrotechnical material.

Public procurement is not divided into lots.

3. Type, technical characteristics, quality, quantity and description of the required goods

Note: The good must be new, from current production, not used and in the original manufacturer's packaging.

SPECIFICATION FOR GOODS:

EQUIPMENT FOR COMPLETION OF PLAZMA REACTOR FOR HIGH-TEMPERATURE TREATMENT OF DIFFERENT TYPES OF MATERIALS

Plasma reactors for the treatment of various substances (including hazardous waste materials) are complex process units / assemblies in which reactions are employed in a controlled manner using low-temperature plasma as an energy source. Plasma waste treatment is a complex process that includes both thermal and chemical waste treatment.

Plasma reactors are designed to:

- for process-controlled mixing of reagents in the reactor volume;
- to create conditions for efficient transfer of heat and substance at minimum heat losses;
- to create the necessary conditions for controlled chemical reactions, including the use of controlled materials for controlled reactor melting.

Possibility of using plasma reactors for special purposes and special configurations such as: for destruction of chemical, biological and bacteriological components, destruction of wastes from the production of chemicals, including organohalogen waste, pesticides that have expired, PCBs and other most dangerous organic pollutants, for the destruction of medical waste, various toxic wastes, as well as a significant reduction in the volume required for the storage of radioactive waste, greatly expands the scope of application these types of specific assessment of equipment and systems based on them.

The high power and high density of thermal energy in the arc enable the creation of compact and process oriented plasma reactors (depending on the desired inputs and desired reaction products) and allow the use of heat and catalytic effect of low temperature plasma to create virtually any chemical composition in the reactors, as well as for conducting controlled chemical processes with high speed and productivity.

Low-temperature plasma (~5000 °C) is used as a heat source, which is delivered to the plasma-chemical reactor from the so-called high energy jet plasmatron utilizing a wide range of working media, single, two-component or multi-component gases (argon, helium, nitrogen, air, a mixture of argon and nitrogen with hydrogen, ammonia, water steam) to achieve high enough temperature in the plasma reactor for the treatment of appropriate substances (from 1650 to 2500 °C).

There are several obvious advantages of using water vapor as a working medium, namely: 1. The chemical composition of plasma. Water vapor plasma consists solely of hydrogen and oxygen; both ingredients are active reagents that participate in oxidation and reduction reactions. 2. There is no ballast, such as nitrogen in the case of air plasma where the percentage of nitrogen is around 78%. 3. Extremely high temperatures. Plasma temperature is capable of destroying (or translating from hazardous into harmless form) any organic or biological material, safely destroying the most toxic substances, dissolving and evaporating refractory inorganic

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TREATMENT OF DIFFERENT TYPES OF MATERIALS

compounds and significantly reducing the volume of waste. 4. High specific enthalpy. Water vapor plasma has an enthalpy that is an order of magnitude larger than nitrogen, oxygen, and many other gases and gas mixtures, comparable to that of pure hydrogen. 5. Superior vapor transport properties - a uniform temperature and concentration field occurs throughout the high temperature pyrolysis process. 6. The steam gasification process is not affected by the moisture content of the waste being treated. 7. No explosion hazard. Unlike hydrogen plasma, water vapor plasma is not explosive. 8. The raw material used in the process is easily accessible. The process requires plain water, which makes water vapor plasma cheaper than other types of plasma. For the reasons stated above, the subject of this procurement will be a system that works with water vapor as a working medium.

Plasma waste modules (modules) are designed for the more environmentally and energy-efficient treatment of carbon-containing wastes (including chlororganic matter) and, under the influence of extremely high temperatures locally in the plasma jet (~5000 °C), allow the destruction of all of the components contained in the waste, to their complete decomposition into synthetic gas - a mixture of carbon monoxide (CO) and hydrogen (H₂). Other chemical compounds formed by the process of plasma treatment of hazardous waste material (byproducts of decomposition) are suitably separated in the parts of the purification plant of gaseous products of plasma decomposition from synthetic gas which is the product of this process.

The plasma module for pyrolysis/gasification of various materials (and wastes) that are the subject of this procurement consist of:

- Power supply/supplies for plasma modules and subsystems (linked to existing external power grid).
- Plasma torch for producing plasma jet of desired power (power up to 50 kW).

Special requirements:

1. The plasma system should be designed as plasma module (a single monoblock unit) with equipment for the operation of plasma torches, to which are connected all other needed equipment: arc oscillators, steam generators, steam superheaters, plasma torches. All main and auxiliary equipment should be mounted in a container a fully welded metal framing with dimensions in the range: (5000-5500) x (2400-2800) x (2800-3000) mm.
2. The container should have durability and protection from external weather factors which allows using the module outdoors. Lifting and moving of the container should be possible.
3. The product is supplied in assembled condition; external utilities are to be assembled in accordance with the design documents.
4. All components of the units must be equipped with instrumentation and automation, and distributed systems for operation/control and monitoring information
5. The module should be divided into two parts: an insulated part (for compressor, pumps and electric cabinets) and a non-insulated part (for dry cooling system).
6. Water lines and electric cabinets should be physically separated to avoid possible problems. Cable ducts for electric cables should be carefully led in the container with enough number of openings for access inside the cable duct.
7. Either distilled water or ethylene glycol in case of operation at negative ambient temperatures can be used as the cooling liquid in the plasma torch cooling system. The cooling system should consist of three separate circuits:
 - plasma torch cooling circuit having a number of lines supplying cooling liquid depending on the number of plasma torches as well as reservation of supply pumps;
 - circuit of water circulating through the cooling system;
 - electrical power source cooling circuit.

8. In the plasma torch cooling circuit, heat regeneration system should be considered to reduce energy consumption for steam generation.
9. Safety-based gas fire-fighting system and the main fire alarm system should be installed in the module. All electric cabinets and cable ducts should be air-tight, should have sealing on the doors and airproof inlets and outlets which allow using an automatic fire-fighting system in each cabinet and the cable ducts.
10. Design documentation with system engineering calculations must be delivered together with the system.

Total power in the arc	kW	not less than 35
Possible maximum total power (after upgrade)	kW	up to 100 or 150
AC mains voltage	3 phases, 400 V	
Power consumed by the primary process equipment	kW, approx. range	up to 20
Type of climatic performance	For outdoor or indoor use	
Ambient operating temperature range and climatic zone	Serbia; – 8 (+1) to + 35 °C	
Operation mode (Operation cycle ratio)	Continuous, non-stop (duty cycle=100%)	

Plasma torch	U.M.	Value
Rated power	kW	50
Possible power operating range	kW	35 – 65
Scheme for connection of electrodes to the electric circuit		<i>Indirect arc</i>
Current operating range	A	80 – 150
Working arc voltage	V	up to 300
Plasma working medium		steam / air / (nitrogen as option)
Steam temperature at the inlet of the arc chamber of the plasma torch	K	520 – 680
Plasma torch cooling		<i>Water forced, closed-loop</i>
Specific conductivity, maximum	$\mu S/cm$	0,15
Thermal efficiency (depends from plasma working medium)		0,6 – 0,85
Maximum bulk temperature of the heated air / steam	K	3000 – 5200
Electric shock protection class		1
Plasma torch protection		IP00

In preparing the bid, consider the following parameters, for the reactor design (even it is not related to this bid), as relevant:

DESIGN DATA

(Material (waste) processing into synthesis gas by plasma gasification technology)

A. Country, region and climatic parameters.
Serbia, Belgrade, Continental climate

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B. Required productivity per day and overall productivity per year in tones.
3,5 t/day or around 2.300 tons per year

C. Feedstock parameters:

1. Waste type (solid, liquid, gaseous, dispersed) with an indication of daily or annual volume.

Liquid (incl. sludge), solid, gas and dispersed

2. Granulometric composition (particle size of feedstock).

Particles less than 5 mm

3. Waste morphological composition (main components).

Industrial waste with heavy metals and organic medical waste

4. Waste chemical composition (wt.%):

		A. System PCB		B. System PCB + USED ENGINE OIL		C. System PCB + USED ENGINE OIL	
PCB/Engine oil rate				0,200	-	0,101	-
Fuel mass flow		50,00	kg/h	50,000	kg/h	50,000	kg/h
		kg/h	%mass	kg/h	%mass	kg/h	%mass
Carbon	C	74,042	49,36	118,590	79,060	122,617	81,745
Hydrogen	H	3,107	2,07	13,018	8,679	13,914	9,276
Chlorine	Cl	72,852	48,57	12,142	8,095	6,654	4,436
Oxygen	O			5,000	3,333	5,452	3,635
Nitrogen	N			0,625	0,417	0,682	0,454
Sulfur	S			0,625	0,417	0,682	0,454
	SUM:	150,00	100	150,000	100	150,000	100
Lower heating value		18,873	MJ/kg	35,432	MJ/kg	36,929	MJ/kg

5. Waste specific heat of combustion (lowest), MJ/kg.
18 – 37 MJ/kg.

Delivery: FCO Bidders storage address

Period of delivery max. 10 months.

Guarantee: Accordance with the manufacturer's specification, but may not be shorter than 12 months from the date when the quantitative and qualitative acceptance/taking of the equipment for completing the plasmatron reactor for high-temperature treatment of different types of materials was made

4. Technical documentation and plans

Technical specification which is the component part of the tender documentation does not have additional plans.

ИИИ «ВИИЧА»

5. Requirements for participation in the public procurement procedure referred to in Article 75 and 76 of the Law on Public Procurement and instructions on how to prove the fulfillment of these conditions

OBLIGATORY CONDITIONS (ЧЛАН 75. ЗАКОНА)		
Row no.	CONDITIONS	PROOF
1.	The right to participate in the procedure has a bidder if it is registered with the competent authority, or registered in the appropriate register; (Article 75, paragraph 1, item 1) of the Law on Public Procurement)	<p>- LEGAL ENTITY: Excerpt from the register of the Business Registers Agency, or an excerpt from the register of the competent Commercial Court</p> <p>- CONTRACTOR: Excerpt from the register of the Business Registers Agency.</p> <p>Note: In the event that a bid is submitted by a group of bidders, this proof will be provided to each participant in the group. In the event that the bidder submits the offer with the subcontractor, this proof is also provided to the subcontractor (if more subcontractors are submitted for each of them).</p>
<p><u>Note: Bidders registered in a register managed by the Business Registers Agency or registered in the bidders register do not have to submit this proof, since they are publicly available on the APR website</u></p>		
2.	The right to participate in the procedure is provided by the bidder if he and his legal representative have not been convicted of any criminal offense as a member of an organized criminal group, he has not been convicted of criminal offenses against the economy, criminal acts against environmental protection, criminal act of receiving or giving bribes, scams; (Article 75, paragraph 1, item 2) of the Public Procurement Law)	<p><u>- LEGAL ENTITY, PHYSICAL ENTITY AND CONTRACTORS:</u> Excerpt from the criminal records, that is, the certificate of the competent police administration of the Ministry of the Interior, confirming that the legal representative of the bidder is not convicted for criminal offenses against the economy, criminal acts against the environment, the criminal act of receiving or giving bribes, the criminal act of fraud and some of the criminal offenses of organized crime (the claim may be filed by the place of birth or the place of residence of the legal representative). If the bidder has several legal representatives, he is obliged to submit proof for each of them.-</p> <p><u>LEGAL ENTITY:</u> The certificate of the first instance court on the territory of which is the headquarters of a domestic legal entity or the head office of a branch or branch of a foreign legal entity, that it has not been convicted of any criminal offense as a member of an organized criminal group, that it has not been convicted of any criminal offense against the economy, the</p>

		<p>environment, the criminal act of receiving or giving bribes, the crime of fraud. For the listed offenses, the competent courts, whose conviction is to be submitted, are:</p> <p>The Basic Court in the area of which is the seat of a legal entity,</p> <p>The higher court on whose territory the seat of the legal entity is located,</p> <p>The High Court in Belgrade (especially the Department of Organized Crime) has not been convicted of any criminal offense as a member of an organized criminal group "</p> <p>Note: In case a bid is submitted by a group of bidders, this evidence will be provided to each participant in the group. In the event that the bidder submits an offer with the subcontractor, this evidence is also submitted to the subcontractor (if more subcontractors are submitted for each of them).</p> <p>Evidence can not be older than two months before opening bids.</p>
3.	Erased	-
4.	<p>The bidder has the right to participate in the procedure if he has settled the due taxes and other public duties in accordance with the regulations of the Republic of Serbia or a foreign country when it has its headquarters in its territory; (Article 75, paragraph 1, item 4) of the Law on Public Procurement)</p>	<p><u>LEGAL ENTITY, CONTRACTOR, PHYSICAL ENTITY:</u></p> <p>1. The Tax Administration of the Ministry of Finance has certified that it has recovered taxes and contributions due,</p> <p>2. A certificate from the competent local government authority that it has settled obligations on the basis of the original local public revenues</p> <p>Note: If the bidder is in the process of privatization, instead of the above mentioned evidence, the certificate of the Privatization Agency should be submitted that entity is in the privatization procedure</p> <p>In case a bid is submitted by a group of bidders, this evidence will be submitted by each participant in the group</p> <p>In the event that the bidder submits an offer with the subcontractor, this evidence is also submitted to the subcontractor (if more subcontractors are submitted for each of them).</p> <p>Evidence can not be older than two months before opening bids.</p>
5.	<p>The Bidder is obliged to expressly state that he has fulfilled the obligations arising from the applicable regulations on protection at</p>	<p>Evidence: Signed and certified Statement form (Declaration form, given in chapter 8.5.). The statement must be signed by the authorized</p>

	work, employment and working conditions, protection of the environment, as well as that there is no prohibition on performing the activity in force at the time of submission of the bid. (Article 75, paragraph 2 of the Act).	person of the bidder. If a bid is submitted by a group of bidders, the Statement must be signed by the authorized person of each bidder from the group of bidders
ADDITIONAL CONDITIONS (ЧЛАН 76. ЗАКОНА)		
Row no.	CONDITIONS	PROOF
6.	<p>Business capacity:</p> <ul style="list-style-type: none"> In the previous 5 (letters: five) years prior to the date of publication of the Call for Proposals, at least two thermal plasma systems of the above characteristics, with a value of at least RSD 20.000.000,00 (160.000 Eur), was submitted to the Public Procurement Portal. <p>For services to be considered as reference, they need to be successfully completed.</p>	<p>Proof:</p> <ul style="list-style-type: none"> Bidder's statement on the company's memorandum, given under full material and criminal responsibility for deliveries made (Form No 8.7.) <p>* The contracting authority reserves the right to verify the truth of the statement by submitting a confirmation of the deliveries made</p>
7.	<p>Staff capacity:</p> <p>To have at least two employees (full-time or part-time) in employment directly related to the subject of public procurement.</p>	<p>Proof:</p> <p>Copy of the Contract, or any proof of work engagement</p>

In accordance with Article 78. Of the Law on Public Procurement (Official Gazette of the Republic of Serbia No. 124/12; 14/2015; 68/2015), the person registered in the bidder's register is not obliged to prove the fulfillment of the obligatory conditions referred to in Art. Article 75, paragraph 1, items 1 to 4 of the Law on Public Procurement The bidder, registered at the register of the bidder, which is run by the Business Registers Agency, is obliged to clearly state in his tender that he is in the bidder's register, if he so wishes to prove the fulfillment of the requirements of Art. 75, paragraph 1, items 1 to 4 of the Law on Public Procurement.

Obligatory conditions that must be met by the subcontractors and each of the bidders from the group of bidders are defined in Article 75 of the Law on Public Procurement. The right to participate in the procedure for a sub-contractor and each of the bidders from a group of bidders stands if:

- 1) is registered with the competent authority, or registered in the appropriate register;
- 2) he and his legal representative have not been convicted of any criminal offense as a member of an organized criminal group, he has not been convicted of criminal offenses against the economy, criminal offenses against the environment, the criminal act of receiving or bribing, the crime of fraud.
- 3) has settled matured taxes and other public duties in accordance with the regulations of the Republic of Serbia or a foreign country when it has its seat in its territory.

Additional notes:

- Evidence of compliance with the requirements of Article 75 of the LPP can be submitted in uncertified copies.
- Pursuant to Article 82 of the Law on Public Procurement, the contracting authority may reject the bidder's bid if it has evidence that the tenderer in the previous 3 years prior to the announcement of the invitation to

tender has failed to meet its obligations under previously concluded public procurement contracts, same subject of procurement

- If the bidder does not provide the original or certified copy of the evidence requested within the time limit, his bid will be rejected as unacceptable.
- If the bidder has a seat in another country, the contracting authority may check whether the documents by which the bidder proves the fulfillment of the required conditions are issued by the competent authorities of that state, in accordance with Article 79, paragraph 8 of the LPP.
- If the bidder does not issue evidence under Article 77 of the LPP in the country in which the bidder has a seat, the tenderer may, instead of proof, enclose his written statement given under criminal and material responsibility, certified by a judicial or administrative authority, notary or other competent authority of that state
- The bidder is not obliged to submit evidence that is publicly available on the website of the competent authorities. In this case, the Bidder is obliged to indicate the website on which the requested information is publicly available.
- The Bidder does not have to submit a Bid Preparation Form
- The Bidder is obliged to notify the Client without delay in writing of any change regarding the fulfillment of the conditions in the public procurement procedure that occurs before the decision or contract conclusion is reached, ie during the validity of the public procurement contract and that it is documented in the prescribed manner

6. Instructions to bidders on bid preparation

Contents Instructions

1. Data on the language in which the offer must be made, and if it is allowed to offer the option, in whole or in part, to give stârni language, an indication of which foreign language, as well as that part of the offer may be in a foreign language;
2. submitting a bid;
3. The notice of the possibility that a bidder may submit a bid for one or more parties and the instructions on how bids should be submitted, if the subject of procurement is subdivided into several parties;
4. Notification of the possibility of submitting a bid with options, if submitting such offers are allowed;
5. Method of changes, amendments and revocation of offers in terms of Article 87, paragraph 6 of the Act;
6. Notification that bidder who submitted a bid independently may not simultaneously participate in a joint bid or as a subcontractor, or participate in more joint bids;
7. The requirement that the provider, if you hire a subcontractor, stating in its offer details of the subcontractor, the percentage of the total value of procurement that will be entrusted to the subcontractor and the part of the subject of procurement will be made through subcontractors, as well as the rules of procedure of the contracting authority in case you decided to use the opportunity to overdue receivables transferred directly to the subcontractor for part of the acquisition, which is executed through that subcontractors;
8. Notice that the part of the joint bid agreement that bidders from the group to each other and to the Purchaser undertake the execution of public procurement, as well as information on the mandatory content of the agreement;
9. Requirements with respect to the desired mode and payment terms, warranty period, as well as any other circumstance which determine the acceptability of the offer;
10. Currency and the way it has to be mentioned and the price quoted in the offer;
11. Information on the type, content and the manner of filing, the amount of security and limits financial fulfillment obligation by the applicant;
12. Definition of special requirements, if any, in terms of protecting the confidentiality of data which the client is placed at the disposal of providers, including the various subcontractors;
13. Notice of how to download technical documents and plans, or some of its parts, if for technical reasons of scale and the same can not be published;
14. Notice that the bidder may request in writing for additional information or clarification regarding bid preparation, and may indicate the purchaser and possibly identified shortcomings and irregularities in the tender documentation, noting that communication in the procurement process is done in a way determined by section 20 of;
15. Notice of the way in which they can ask for further explanations from bidders after the opening of bids and make control of the bidder or its subcontractor;
16. Notice that the patent fee, as well as liability for breach of protected intellectual property rights of third parties shall be borne by the bidder;
17. Notification about deadlines and how to apply for protection of rights, with detailed instructions on the content of the complete application for the protection of rights in accordance with Article 151 paragraph 1 items. 1) -7) of the Law, as well as the amount of the fee from the member 156, Paragraph 1, Items. 1) - 3) of the Act and detailed instructions on the certificate referred to in Article 151, paragraph 1, item 6) of the Act, which confirms that the payment of taxes is made, which is attached to the request for protection of rights when applying the purchaser, in order to consider the request complete.
18. Notice of the time limit in which the contract will be concluded;
19. Notification that when making offers use of a stamp is not required.

Manual contains instructions and information necessary to prepare a bid in accordance with the requirements of the client and information about the conditions and manner of conducting public procurement procedure. The Bidder is expected to examine in detail this manual and all forms and specifications contained in the tender documents. Bidders are required to pre surrender their bids examined all the tender

documentation and verification of its accuracy, examine all its parts and each individual document. By submitting a bid, the bidder confirms that he fully accepted the tender documents and invitation to tender. The deadline for submission of bids is 30 days from the date of publication of the call. Manual contains instructions and information necessary to prepare a bid in accordance with the requirements of the client and information about the conditions and manner of conducting public procurement procedure. The Bidder is expected to examine in detail this manual and all forms and specifications contained in the tender documents. Bidders are required to pre surrender their bids examined all the tender documentation and verification of its accuracy, examine all its parts and each individual document. By submitting a bid, the bidder confirms that he fully accepted the tender documents and invitation to tender. The deadline for submission of bids is 30 days from the date of publication of the call.

6.1 LANGUAGE ON WHICH THE OFFER MUST BE COMPLETED

The bidder will submit the offer in Serbian language.

The bidder may also submit the offer in English. An English template may be submitted, a Model of Contract, a bidder's declaration requested in the Tender Documentation, as well as an envelope or box in which the Bidder submits the offer, modifications, amendments and cancellations of bids, notes on additional information or clarifications.

Proof that the bidder confirms compliance with the requirements of Article 75 paragraph 1 may be submitted in English.

6.2 METHOD OF SUBMISSION OF THE OFFER

The bid shall be submitted in writing form that the tenderer receives from the contracting authority with an invitation to submit a bid or when downloading the tender documentation. The individual forms contained in the tender documentation shall be filled out by a tenderer in a ballpoint pen or in a typed form, clearly, clearly and unambiguously;

The bid is to be submitted in original, registered with the bidder and signed by the responsible person of the bidder or the person authorized to sign the bid on behalf of the bidder;

If the bidders submit a joint offer, the bidding group may choose to sign the forms given in the tender documents and verify that all bidders from the group of bidders or groups of bidders may designate one bidders from the group who will fill, sign the forms specified in the tender documentation;

The whole offer must be submitted without any subsequent corrections and without enrollment between rows. The offer will be rejected as inadmissible, if any modifications, additions or deletions in the tender documents are made. If the bidder makes a mistake in completing, he shall be obliged to clean it and fill it in correctly, and the place of the errors made shall be initialed and authenticated by the seal;

The Bidder submits the offer in one packet (envelopes) so that it can be checked at the opening whether it is closed as it was surrendered;

On the packing or envelopes, the form on page 2 must be affixed, which is stated in the tender documentation;

The bid shall be deemed timely if it is received by the contracting authority by the date and time indicated in the invitation to submit the submissions and on the cover page of the tender documentation;

Upon receipt of a particular offer, the orderer will mark the time of receipt and record the number and the date of the offer according to the order of arrival on the envelope or box in which the bid is placed. If the offer is delivered directly, the contracting authority will submit a tender confirmation to the tenderer. In the acknowledgment of receipt, the contracting authority shall indicate the date and time of receipt of the offer;

The bid that the contracting authority failed to receive within the deadline set for the submission of tenders, or received after the expiration of the day and the time on which the tenders can be submitted, shall be deemed untimely and will be returned upon the completion of the opening of tenders unopened, with the indication that it was submitted untimely;

The offer is submitted to the following address: Vinca Institute of Nuclear Sciences, Mike Petrovica Alasa 12-14, P.O. Box 522, 11000 Belgrade, Serbia, PURCHASE OF EQUIPMENT FOR COMPLETION OF PLAZMA REACTOR FOR HIGH-TEMPERATURE TREATMENT OF DIFFERENT TYPES OF MATERIALS, D-1.1.68/2020- DO NOT OPEN ". The offer is considered timely if the Purchaser received it by April 16th, 2020 until 14:00 p.m.

Tender documentation must contain:

- Bid form – completed and signed by an authorized person;
- Form of the price structure – completed and signed by an authorized person;
- All forms from the tender documentation that should be filled
- Contract Model - completed and signed by an authorized person;
- Evidence for the fulfillment of mandatory and additional conditions for participation in the procedure of the relevant public procurement

6.3 LOTS

Public procurement is not partitioned.

6.4 NOTICE OF THE POSSIBILITY OF SUBMITTING THE OFFER WITH VARIANTS, IF AN SUBMITTING OF SUCH BIDS IS PERMITTED

Alternative solutions in technical documentation, or offers with variants, are not acceptable for the contracting authority.

6.5 MODE OF AMENDMENT, SUPPLEMENT AND REMARKS OF TENDER FOR THE PURPOSE OF ARTICLE 87, PARAGRAPH 6 OF THE LAW

By the expiration of the deadline for the submission of bids, the Bidder may amend, supplement or withdraw his tender.

The Bidder is obliged to clearly indicate which part of the bid is being changed, or which document is subsequently submitted.

The amendment, supplement or withdrawal of the offer should be submitted to the following address: Vinca Institute of Nuclear Sciences, Mike Petrovica Alasa 12-14, Vinca, Belgrade, with the note:

"Changing the Public Procurement Offer - PURCHASE OF EQUIPMENT FOR COMPLETION OF PLAZMA REACTOR FOR HIGH-TEMPERATURE TREATMENT OF DIFFERENT TYPES OF MATERIALS s, Mike Petrovica Alasa 12-14, Vinca, Belgrade PP nr. D-1.1.68/2020 - DO NOT OPEN "or

"Amendments to the Public Procurement Offer - PURCHASE OF EQUIPMENT FOR COMPLETION OF PLAZMA REACTOR FOR HIGH-TEMPERATURE TREATMENT OF DIFFERENT TYPES OF MATERIALS , Mike Petrovica Alasa 12-14, Vinca, Belgrade PP nr. D-1.1.68/2020 - DO NOT OPEN "or

"Recall for Proposals for Public Procurement - PURCHASE OF EQUIPMENT FOR COMPLETION OF PLAZMA REACTOR FOR HIGH-TEMPERATURE TREATMENT OF DIFFERENT TYPES OF MATERIALS , Mike Petrovica Alasa 12-14, Vinca, Belgrade PP nr. D-1.1.68/2020 - DO NOT OPEN "or

"Amendments to the Bid for Public Procurement - PURCHASE OF EQUIPMENT FOR COMPLETION OF PLAZMA REACTOR FOR HIGH-TEMPERATURE TREATMENT OF DIFFERENT TYPES OF MATERIALS , Mike Petrovica Alasa 12-14, Vinca, Belgrade PP nr. D-1.1.68/2020, - DO NOT OPEN "

On the back of the envelope or on the box indicate the name and address of the tenderer. In case a bid is submitted by a group of bidders, it must be indicated on the envelope that it is a group of bidders and indicate the names and addresses of all participants in the joint offer.

Upon expiration of the deadline for submission of bids, the bidder can not withdraw or change its offer.

6.6 NOTIFICATION THAT THE BIDDER WHICH HAS SOLELY THE OFFER CAN NOT PARTICIPATE INTO A COMMON BID OR AS A SUBCONTRACTOR, NOR PARTICIPATING IN MULTIPLE COMMON BIDS

A Bidder who has submitted an offer independently can not simultaneously participate in a joint offer or as a subcontractor, nor participate in several common offers;

In the form of offers, the bidder is obliged to indicate whether the bid is submitted independently or as a joint bid, or submits the offer with the subcontractor;

Participation in more than one bid for the same contract will result in the refusal of such bids as inadmissible.

6.7 THE REQUIREMENT THAT BIDDER IF ENGAGE SUBCONTRACTORS, AND STATE IN ITS TENDER DATA ON SUBCONTRACTORS, AND PERCENTAGE OF TOTAL OF PROCUREMENT WHICH WILL BE CREDITED WITH OCCUPANTS AND PART OF THE CASE SUPPLIES WHO WILL BE MADE THROUGH THE SUBCONTRACTORS AS RULES OF PROCEDURE OF PROMOTER IN CASE THE PREFERRED USE OF THE FEATURES THAT THE MATURED CLAIMS TRANSMISSION TO THE DIRECTOR FACTOR FOR THE PART OF THE PROCUREMENT CONDUCTED THROUGH THIS SUBCONTRACTOR

If the Bidder indicates that the partial execution of the procurement will be entrusted to the subcontractor, it shall be obliged to indicate the name and head office of the subcontractor, and if the contract between the contracting authority and the tenderer is concluded, that subcontractor will be specified in the contract.

If the subcontractor engages the subcontractor, he shall indicate in his tender a percentage of the total value of the procurement that will be entrusted to the subcontractor, a part of the subject of the procurement that will be entrusted to the subcontractor, and the rules of the contracting authorities in case the due receivables are transferred directly to the subcontractor.

The Bidder is obliged to complete, verify and sign the "Sub-Contract Information" form in the Tender Documentation;

The bidder fully answers the ordering party for the execution of the contracted procurement, regardless of the number of subcontractors.

The Bidder is obliged, upon request, to provide the contractor with access to the subcontractor in order to determine the fulfillment of conditions.

The bidder is obliged to submit to the subcontractors evidence of the fulfillment of the conditions referred to in Article 75, paragraph 1, item. 1) to 4) of the Law on Public Procurement in the manner prescribed by Article 77 of the Law. Evidence of the fulfillment of other requirements from Article 76 of the Law on Public Procurement shall be submitted in the manner specified in the tender documentation.

6.8 NOTIFICATION THAT THE COMPONENT PART OF THE JOINT OFFER IS A COMPREHENSIVE AGREEMENT BETWEEN THE GROUP INTERIOR AND, BEFORE THE ORDER, OBLIGATE THE EXECUTION OF THE PUBLIC PROCUREMENT AS A DATA ON THE OBLIGATORY CONTENT OF THIS AGREEMENT

If a bid is submitted by a group of bidders, all participants in the joint offer should be included in the bid form;

An integral part of a common offer is an agreement by which the bidders from the group commit each other and according to the contracting authority to the execution of the procurement. The agreement contains the following information:

1) a member of the group who will be the carrier of the job, ie who will submit the bid and who will represent the group of bidders before the client;

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2) a description of the affairs of each of the bidders from the group of bidders in execution of the contract For each participant in the joint offer, it must be filled in, and signed the form "Information on the bidder who is a participant in a joint offer".

Each tenderer from a group of bidders must fulfill the requirements of Article 75 paragraph 1 item. 1) to 4) of the Law on Public Procurement, which proves by submitting the evidence referred to in Article 77 of the Law. The other requirements referred to in Article 76 of this Law shall be met together.

6.9 CONDITIONS OF PAYMENT, GUARANTEE PERIOD AND OTHER CIRCUMSTANCES, WHICH APPLY THE ACCEPTANCE OF THE OFFER

Requirements regarding the method, date and terms of payment.

Payment is made on the basis of invoice issued by the supplier - the agreed period which shall not be less than fifteen (15) days nor more than thirty (30) days from the date of DPO (debtor-creditor relationships), and after the conclusion of the Agreement. On the day of the occurrence of DPO is considered the day when the supplier - to deliver the good that is the subject of procurement, that turns the original invoice with the specification of the goods. If the bidder offers a shorter payment period of 15 days or an advance payment, the bid will be rejected as unacceptable. - **in case the bidder does not require an advance.**

The invoice must be sure to enter the number of public procurement to which it relates.

The contract authority approves the advance payment. In the event that the bidder requests an advance, the bid shall indicate the amount of the advance and the payment deadline. In case of demanding advance payment, the bidder after signing the contract issues a pro forma invoice (advance payment account) to the Contracting Authority under which the advance payment will be paid.

The Bidder is obliged, when issuing an advance invoice, to provide a financial security/guarantee for the refund of a given advance in the amount of the contracted advance with VAT.

Payment to the foreign bidder shall be made by remittance in EUR to his foreign currency account in accordance with his instructions.

Payment will be made by transferring money to the bidder's account.

Requirements regarding the warranty period

Accordance with the manufacturer's specification, but may not be shorter than 12 months from the date when the quantitative and qualitative acceptance/taking of the equipment for completing the plasmatron reactor for high-temperature treatment of different types of materials was made

Time frame Requirement (delivery of goods, delivery of services or works)

The time frame for the delivery of goods can not be longer than 10 months from the date of signing the Contract by both Parties.

Place of delivery/taking is – FCO Bidders storage address

Bid validity period

The validity of the offer can not be shorter than 60 days from the day of opening the bids.

In case of expiration of the validity period of the offer, the Purchaser is obliged to request from the bidder a written request for extension of the validity of the bid.

The bidder accepting the request to extend the offer can not change the offer.

Bid does not include transport costs and packaging costs.

6.10 CURRENCY AND METHODS TO BE REQUIRED AND EXPRESSED IN THE OFFER

The offer currency is RSD (RSD) or Euro (EUR);

The Purchaser will allow the Bidder to indicate the price in the offer and in **euros**, in which case the middle exchange rate of the National Bank of Serbia will be used for the conversion into Dinars on the day the opening of bids begins.

For the evaluation of the offer, the price without value added tax is taken into account.

The price is fixed and can not be changed.

If an unusually low price is presented in the offer, the contracting authority will act in accordance with the article of the LPP, ie it will require explanation of all its constituent parts that it considers relevant.

In the event that the bidder gives a discount on the offered price, he must state this discount in the offer and count it in the final bid value. Discounts that are not quoted and included in the final bid price will not be taken into consideration at a later date.

After the conclusion of the public procurement contract, the procuring entity may, without the implementation of a public procurement procedure, increase the scope of the subject of procurement, with the value of the contract being increased up to 5% of the total value of the contract originally concluded in accordance with Article 115 of the Public Procurement Law.

6.11 INFORMATION ON type, content, manner of delivery, level and time limits FINANCIAL SECURITY fulfillment of obligations BIDDER

For this public procurement Purchaser does not require financial security when submitting a tender.

However, if the Bidder requires an advance payment, he is obliged to provide the Purchaser with a financial security/guarantee for the refund of the given advance payment, when issuing the advance invoice.

6.12 DEFINING special requirements, if any, regarding the protection of confidentiality which the client MADE AVAILABLE TO BIDDERS, including their subcontractors

- Information regarding the checking, explanation, opinion and comparing bids, as well as recommendations regarding the selection of the most favorable bid, will be submitted to the bidders, as well as another person who is not officially involved in the process, until the publication of the name of the selected bidder.
- Purchaser agrees to keep confidential all data on bidders contained in the tender documents that a special regulation as confidential.
- The bidder is obliged to indicate in his tender which of the submitted documents relating to the state, military, official or business secret.
- Purchaser is obliged to keep confidential the names of the bidders and applicants, as well as the submitted bids, or requests, until the expiry of the deadline for opening of bids or applications.
- Members of the Commission for public procurement must keep data and treat documents in accordance with the degree of confidentiality. Shall not be considered confidential price and other data from offers that are relevant to the implementation of elements of criteria and ranking of bids.
- Shall not be considered confidential pricing and other details of deals that are significant for the implementation of elements of criteria and ranking of bids.

6.13 NOTICE about how to download technical documents and plans, or some of its parts, IF YOUR VOLUME AND TECHNICAL REASONS THE SAME CAN NOT BE PUBLISHED

- When these supplies all the necessary technical documentation is an integral part of the tender documentation.

6.14 NOTICE THAT BIDDERS may request in writing form for additional information or clarification regarding bid preparation, and may indicate the client or to the identified shortcomings and irregularities in the tender documentation, noting that communication in the procurement process in the manner determined by Article 20. LAW

The interested person may request the client in writing to provide further information or explanations regarding the preparation of the offer, and may inform the contracting authority and any deficiencies and irregularities noted in the tender documentation, no later than five days before the expiration of the deadline for submission of the tender. Information by e-mail: javnenabavke@vinca.rs

The Purchaser is obliged to publish the response on the Public Procurement Portal and on his website within 3 business days from the date of receipt of the bidder's request for additional information or explanations.

Additional information or clarifications are indicated with the note "Request for additional information or explanations of the tender documentation, PP no. D-1.1.68/2020

If the Client changes or completes the Tender Documents 8 or fewer days before the expiration of the deadline for submission of Bids, it is obliged to extend the deadline for submission of bids and publish a notice on the extension of the deadline for submission of bids.

Upon expiration of the deadline for submission of bids, the contracting authority can not change or complement the tender documentation.

Searching for additional information or clarification regarding the preparation of a phone offer is not allowed.

All communications in the public procurement procedure shall be carried out in a manner determined by Article 20 of the Law on Public Procurement.

6.15 NOTICE ON A WAY TO REQUIRE ADDITIONAL NOTIFICATIONS FROM THE BIDDER AFTER THE OPENING OF BIDS AND ENSURING CONTROLS WITH THE BIDDER OF ANY KIND OF ITS SUBCONTRACTOR

After the opening of bids, the contracting authority may, upon expert evaluation of bids, request additional explanations from the bidder in writing, which will help him to review, compare and evaluate offers. The tenderer should submit the explanation within three days from the date of receipt of the request for clarification.

The procuring entity may also perform control (insight) with the bidder or its subcontractor, with a prior written notice of the bidder on the control within three days from the date of the notification of the tenderer (Article 93 of the Law).

The Purchaser may, with the consent of the Bidder, make corrections to the calculation errors noted in the consideration of the offer after the completed opening procedure.

In the case of a difference between the unit price and the total price, the unit price is the applicable one.

If the bidder does not agree with the correction of calculation errors, the contracting authority will reject his bid as unacceptable.

6.16 NOTICE TO FACILITATE FOR PATENT USE, AND RESPONSIBILITY FOR THE PROTECTION OF PROTECTED RIGHTS OF INTELLECTUAL PROPERTY OF THREE PERSONS BID BY THE BIDDER

The fee for the use of patents, as well as the liability for infringement of protected intellectual property rights of third parties, shall be borne by the tenderer.

6.17 NOTIFICATION OF THE ROLES AND METHOD OF SUBMITTING THE REQUIREMENTS FOR PROTECTION OF RIGHTS, WITH A DETAILED INSTRUCTION ON THE

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CONTENT OF A REQUIRED REQUEST FOR PROTECTION OF RIGHTS IN ACCORDANCE WITH ARTICLE 151 (1) 1) -7) LAW, AND THE AMOUNT OF THE EXCEPTION FROM Article 156, paragraph 1, points. 1) -3) LAW AND DETAILED INSTRUCTIONS ON CONFIRMATIONS REFERRED TO IN ARTICLE 151 (1) (1) COUNCIL 6) THE LAW WHICH ARE CONFIRMED THAT THE PAYMENT IS PROVIDED, APPLIED BY THE PROVIDER FOR THE PROTECTION OF THE LAW BY THE APPLICATION SUBMISSION, REQUESTS TO THE ORDER, WHEN THE REQUEST IS REQUIRED COMPLETE

- An request for the protection of rights may be submitted by the bidder, that is, any person having an interest in concluding a contract on a specific public procurement
- The request for protection of rights shall be submitted to the contracting authority, and the copy shall be simultaneously submitted to the Republic Commission for the Protection of Rights in Public Procurement Procedures (hereinafter: the Republic Commission).
- The request for protection of the rights is delivered directly, by e-mail to javnenabavke@vinca.rs, or by registered mail with a return receipt to the address of the contracting authority.
- A request for the protection of rights may be filed during the entire public procurement procedure, against any act of the contracting authority, unless otherwise stipulated by law. On the submitted request for protection of the rights the procuring entity publishes the notice on the Public Procurement Portal and on its website within 2 (two) days from the date of receipt of the request.
- If the request for protection of rights disputes the nature of the procedure, the content of the invitation to tender or the tender documentation, the request will be considered timely if it is received by the Purchaser no later than 7 days before the expiration of the deadline for submission of tenders, regardless of the manner of delivery and if the applicant in accordance with Article 63, paragraph 2 of the Law on Public Procurement, pointed out to the Orderer of possible deficiencies and irregularities, and the Client did not remove it.
- After deciding on the award of a contract or the decision to terminate the public procurement procedure, the deadline for filing a request for the protection of rights is 10 (ten) days from the date of publication of the decision on the Public Procurement Portal.
- The request for the protection of rights can not be challenged by the actions of the Contracting Authority in the public procurement procedure if the applicant was or may be aware of the reasons for his submission before the expiration of the deadline for filing the application, and the applicant did not submit it before the expiry of that deadline.
- The Applicant for Protection of Rights is obliged to pay a tax in the amount of 120,000.00 dinars to the account of the Republic of Serbia if the request is submitted before the opening of the bids and if the estimated value is not more than 120,000.00 dinars, 0,1% of the estimated value of the public procurement, ie the offered price of the bidder to whom the contract was awarded, if the request for protection of rights is submitted after the opening of the bids and if this value is more than 120.000,00 dinars.
- Payment of the fee is done on the account number: 840-30678845-06, code of payment: 153 or 253, call number: number or mark of public procurement, purpose: republic administrative fee with the indication of the procurement to which it refers, beneficiary: Budget of the Republic of Serbia . More detailed instructions on payment of fees can be downloaded on the website of the Republic Commission: <http://www.kjn.gov.rs/sr/uputstvo-o-uplati-republicke-administrativne-takse.html>
- In case of a filed request for protection of the rights, the Contracting Authority can not make a decision on the award of a contract and a decision on termination of the procedure, nor can it conclude a public procurement contract before making a decision on the submitted request for protection of the rights. On the proposal of the contracting authority, the Republic Commission may, upon the proposal of the contracting authority, allow the contracting authority to make a decision on the award of a contract, a decision on termination or to conclude the contract before making a decision on the submitted request for protection of rights, if the retaining of the contracting authority's activities in the public procurement procedure or in the execution of the public procurement contract significantly jeopardized the interests of the Republic of Serbia.

The request for protection of rights does not retain the further activities of the contracting authority in the public procurement procedure in accordance with the provisions of Article 150 of this LPP.

The request for the protection of rights must contain:

- 1) name and address of claimant and contact person;
- 2) name and address of contracting authority;
- 3) information on public procurement that is the subject of the request, or on decision of the contracting authority;
- 4) violations of legislation regulating public procurement procedure;
- 5) facts and evidence substantiating the violations;
- 6) proof of paid tax referred to in Article 156 of this LPP;
- 7) claimant's signature.

Valid proof of the executed tax payment – as per the Instructions on the payment of tax for submitting request for the protection of rights (issued by the Republic Commission for the Protection of Rights in Public Procurement Procedures and posted on its webpage) – in accordance with Article 151, paragraph 1, item 6) of the LPP shall be:

- 1) Proof of paid fee from Article 156 of LPP which contains the following elements:

- (1) is issued by the bank and has the stamp of the bank;
- (2) presents evidence that the fee is paid, meaning the confirmation must contain the information that the payment order, i.e. wire transfer order has been completed as well as date on which it has been completed

Republic Commission can inspect relevant statements of evidence account submitted by MoF – Treasury, and thus additionally check whether or not the wire transfer has been completed.

- (3) the amount of the fee to be paid, as prescribed by Article 156 of LPP – RSD 120,000.00;
- (4) the budget account no. 840-30678845-06;
- (5) payment code: 153 or 253;
- (6) reference no.: information on number or other mark of public procurement for which request for protection of rights is submitted;
- (7) the purpose of the payment: request for protection of rights fee; Vinca Institute of Nuclear Sciences, PP 522;
- (8) recipient: budget of Republic of Serbia;
- (9) name of the claimant submitting the request for protection of rights to which payment refers;
- (10) **Payment of the fee for filing a request for the protection of rights from abroad can be made to the foreign currency account of the Ministry of Finance - Treasury Directorate**

NAME AND ADDRESS OF THE BANK: National Bank of Serbia (NBS), 11000 Belgrade, Nemanjina nr. 17, Serbia, SWIFT CODE: NBSRRSBGXXX

NAME AND ADDRESS OF THE INSTITUTION: Ministry of Finance, Treasury Department, street. Pop Lukina nr. 7-9, 11000 Belgrade, IBAN: RS 35908500103019323073

NOTE: When paying funds, the following payment information - FIELD 70: DETAILS OF PAYMENT should be given: the number in the public procurement procedure to which the request for protection of rights relates and the name of the contracting authority in the public procurement procedure.

Instructions for payment in currency are attached: EUR.

**PAYMENT INSTRUCTIONS
SWIFT MESSAGE MT103 – EUR**

FIELD 32A:	VALUE DATE – EUR- AMOUNT
FIELD 50K:	ORDERING CUSTOMER
FIELD 56A: (INTERMEDIARY)	DEUTDEFFXXX DEUTSCHE BANK AG, F/M TAUNUSANLAGE 12 GERMANY /DE20500700100935930800 NBSRRSBGXXX
FIELD 57A: (ACC. WITH BANK)	NARODNA BANKA SRBIJE (NATIONAL BANK OF SERBIA – NBS BEOGRAD, NEMANJINA 17 SERBIA
FIELD 59: (BENEFICIARY)	/RS35908500103019323073 MINISTARSTVO

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FIELD 70:

DETAILS OF PAYMENT

(11) signature of the bank's authorized person, or

2. The first copy of the payment order verified by signature of the authorized person and stamp of the bank or post office, containing all other elements of proof of completed payment of the fee as stated under Point 1; OR

3) Confirmation issued by Republic of Serbia, Ministry of Finance, Treasury, verified by signature of the authorized person and stamp containing all the elements of proof of completed payment of the fee as stated under Point 1, except those stated under (1) and (10) for claimants that have open account within consolidated Treasury account, managed by Treasury (beneficiaries of budget, beneficiaries of the assets of organizations for compulsory social security and beneficiaries of other public assets); OR

4) Confirmation issued by National Bank of Serbia, containing all the elements of proof of completed payment of the fee as stated under Point 1, for claimants (banks and other subjects) that have an account with National Bank of Serbia in accordance with the law and other regulations.

The procedure for protection of rights is regulated by the provisions of Art. 138. - 166. LPP.

6.18 DEADLINE FOR CONTRACT CONCLUSION

The public procurement contract shall be signed with the bidder to whom the contract was awarded within 8 days from the deadline for submitting a request for protection of the rights referred to in Article 149 of the Law.

In the event that only one bid is submitted, the contracting authority may conclude an agreement on the expiration of the deadline for filing a request for protection of rights, in accordance with Article 112, paragraph 2, item 5) of the Act.

6.19 NOTICE THAT WHILE MAKING OFFERS USE OF THE SEAL IS NOT MANDATORY

From the effective date of the Law on Amendments to the Law on Companies ("RS Official Gazette", No. 95/2018), in accordance with the provisions of this Act, the bidders are not required to offer in drafting the public procurement procedures used stamp.

Note: This guide is made up on the basis of Rules on Obligatory Tender Documents Elements in public procurement procedures and the manner of proving the fulfillment of conditions, which was published in the "Official Gazette of RS", no. 86 of 14.10.2015 and amending the Ordinance on mandatory elements of tender documentation in the public procurement procedures and the manner of proving the fulfillment of conditions published on 11th June 2019 in the "Official Gazette of RS" No. 41/2019 names of all the points (19) contained in the Instructions to Bidders are taken from Article 9 of the said Ordinance. Instructions to Bidders included in the tender documentation for the procurement of goods in the open procedure, but according to be applied for the procurement of services and works in other types of procurement procedures.

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7. TENDER AWARD CRITERIA TENDER AWARD CRITERIA

The selection of the most favorable bid will be executed using the lowest offered price criterion.

If two or more bids may bear the same lowest price offered, the most suitable one to be selected bid to the bidder with shorter delivery time. If offered the same delivery periods, as the best offer will be selected one bidder whose bid was received first in the registry of the Purchaser in the Order Office.

8. FORMS THAT ARE AN INTEGRAL PART OF THE OFFER

- (1) **Bid form** - completed and signed by an authorized person;
- (2) **The form of price structure** - completed and signed by an authorized person;
- (3) **The form of the costs of preparing a bid** (bidder is not obliged to submit the same)
- (4) **The form of the declaration of an independent bid** - completed and signed by an authorized person;
- (5) **The form of the declaration of the obligations of bidders on the basis of Art. 75th st. 2 LPP** arising from applicable regulations on occupational safety, employment and working conditions, environmental protection, and that the bidder has no ban on performing the activity which is in force at the time of bid submission - completed and signed by an authorized person;
- (6) **Requirements for participation in public procurement to foreign bidders**
- (7) **Bidder's statement on fulfillment of business capacity pursuant to Art. 76. LPP**
- (8) **Bidder's statement on submission of financial guarantee for advance payment**
- (9) **The agreement on the joint execution of procurement** (delivered only in the event of a joint bid in free form on the terms of the tender documentation)
- (10) **Model of Contract** (sign both versions)

8.1 BID FORM

Procurement nr: **D-1.1.68/2020**

The subject of public procurement: EQUIPMENT FOR COMPLETION OF PLAZMA REACTOR FOR HIGH-TEMPERATURE TREATMENT OF DIFFERENT TYPES OF MATERIALS

Bid nr. _____ from _____ 2020;

BIDDER: _____

- (a) ACTING ON BEHALF OF SINGLE ENTITY
- (b) ACTING WITH SUBCONTRACTORS

- (c) ACCOMPANYING AS A MEMBER OF THE BIDDER'S GROUP,

(round up and indicate the names of all subcontractors or all participants in the joint offer)

Row nr	Name	Total bid value excluding VAT
1.	EQUIPMENT FOR COMPLETION OF PLAZMA REACTOR FOR HIGH-TEMPERATURE TREATMENT OF DIFFERENT TYPES OF MATERIALS	_____

The percentage of procurement value that the tenderer will entrust to the subcontractor: _____

Part of the subject of the procurement that the bidder will entrust to the subcontractor: _____

Bid validity period: (minimum 60 days from the day of opening of bids) _____ days from the day of opening of bids.

Delivery time (<10): _____ months from the day of signing the Contract.

Warranty period: _____ months from the date when the quantitative and qualitative acceptance/taking

Date of Payment: (round up and complete) a) advance _____% (within _____ days from the day of issuing an advance invoice and providing the guarantee for the given advance payment)

b) without advance (payment will be made within _____ (min 15. max 30)days after the delivery of the subject of the procurement and the invoice)

Method of payment: payment to the bidder's account.

Delivery/taking: FCO Bidder's Storage address

Date: _____

Place: _____

Signature of Authorized person

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The data is entered and verified by the bidder.

BIDDER INFORMATION	
Name of the tenderer:	
Head office:	
Adress:	
Identification number:	
TAX ID:	
E-mail:	
Phone	
Fax:	
Bank name and account number:	
Contact person	

Date: _____

Place: _____

Authorized person

SUBCONTRACTOR INFORMATION	
Name of the tenderer:	
Adress:	
Identification number:	
TAX ID:	
Contact person:	

Date: _____

Place: _____

Authorized person

Photocopy the form in the required number of copies for each subcontractor.

**INFORMATION ON THE BIDDER
WHO IS PARTICIPANT IN A JOINT OFFER**

1	Name of the tenderer:	
2	Adress:	
3	Identification number:	
4	TAX ID:	
5	Contact person:	

Date: _____

Place: _____

Authorized person

The data is entered and verified by the bidder.
Photocopy the form in the required number of copies for each participant in the joint offer.

8.2 PRICE STRUCTURE FORM

Nr.	Qty	Name	Unit price without VAT
1	2	3	4
1	1	EQUIPMENT FOR COMPLETION OF PLAZMA REACTOR FOR HIGH-TEMPERATURE TREATMENT OF DIFFERENT TYPES OF MATERIALS	
2		Total price Without VAT (eur)	

Date: _____

Place: _____

Authorized person

*Bid does not include transport and packaging costs.

Delivery: FCO Bidders Storage address

The bidder is obliged to fill in each individual item of the form, the price structure, verify the seal and sign, which confirms that the exact data is in the form, otherwise the offer will not be acceptable.

INSTRUCTIONS FOR FILLING PRICE STRUCTURE FORM

BIDDER SHOULD FILL PRICE STRUCTURE FORM NEXT WAY:

- in the column nr 4 put the amount of the unit price of equipment without VAT
- under the serial number 2 of the Structure Price Form, enter the total price of goods without VAT (2*4)

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8.3 Form of the costs of preparing a bid

Within the Bid, the Bidder may submit the total amount and structure of the cost of preparing the Bid, on a free-form form that will show the costs of making the samples and the costs of obtaining the security. The form must be signed by the bidder.

Expense type	Amount
Total	

Pursuant to Article 88 of the LPP, the Bidder can supply the total amount and structure of the costs of preparing the bid within the Bid. The costs of preparing and submitting the Bid are borne exclusively by the Bidder and can not ask the Client to pay the costs. If the public procurement procedure is terminated for reasons that are on the part of the contracting authorities, the contracting authority is obliged to compensate the bidder for the costs of making the sample or model, if they were made in accordance with the technical specifications of the contracting authorities and the costs of obtaining the collateral, provided that the bidder asked for compensation for these costs in its offer.

** This statement is in compliance with the Rulebook on obligatory elements of tender documentation in public procurement procedures and the manner of proving the fulfillment of conditions ("Official Gazette of RS" No. 29/2013) is obligatory element of tender documentation.*

NOTE: DELIVERY OF THIS STATEMENT IS NOT MANDATORY

Date:

Authorized person

8.4 Statement on an independent offer

PUBLIC PROCUREMENT NR D-1.1.68/2020

NAME OF THE BIDDER: _____

HEAD OFFICE: _____

DATE: _____

Statement on an independent offer

I declare under full criminal and material responsibility that I submitted the bid independently, without any agreement with other bidders or interested parties.

BIDDER

(Authorized person signature)

Note: If an offer is submitted by a group of bidders, the Statement must be signed by the authorized person of each bidder from the group of bidders

8.5 Statement of Obligations of the Bidder pursuant to Art. 75. Paragraph 2 of the LPP

PUBLIC PROCUREMENT NR. D-1.1.68/2020

NAME OF THE BIDDER: _____

HEAD OFFICE: _____

DATE: _____

Declaration of compliance with obligations arising from applicable regulations

I declare under full criminal and material responsibility that I have respected the obligations arising from the applicable regulations on protection at work, employment and working conditions and environmental protection, as well as that I do not have a ban on performing the activity in force at the time of submission of tenders.

BIDDER

(Authorized person signature)

Note: If an offer is submitted by a group of bidders, the Statement must be signed by the authorized person of each bidder from the group of bidders

8.6 Requests for participation in public procurement for foreign bidders

According to Article 79 of the Law on Public Procurement ("Official Gazette of RS", No. 124/2012, 14/2015 and 68/2015), the bidder / subcontractor:

_____ (business name of the bidder / subcontractor), TAX ID: _____ from _____ (country and head office where the bidder / subcontractor has a registered address) declares:

Under full material and criminal responsibility, I hereby confirm that the following conditions are met:

	<i>Condition</i>	<i>please mark the appropriate fields ✓</i>
1.	<ul style="list-style-type: none"> - the competent authority in the country where my registered address is located does not issue official evidence of the registration of a legal entity - I was registered with the competent authority in the country where my registered address is located 	
2.	<ul style="list-style-type: none"> that neither the relevant court nor the police administration in the country where my registered address is located issues official evidence that the legal entity and its legal representative have not been convicted of any criminal offense as part of an organized criminal group for commercial criminal offense, a criminal offense against the environment, the criminal act of receiving or offering bribes, the crime of fraud and - that no bidders / subcontractor, as a legal entity, nor its legal representative have been convicted of any criminal offense as members of an organized criminal group; for a commercial offense, a criminal offense against the environment, a criminal act of receiving or offering bribery, a fraudulent deal 	
3.	<ul style="list-style-type: none"> - the relevant authority in the country where my registered address is located does not issue official evidence that the legal entity has solved the due taxes and other public fees I - that I paid my taxes and other forms of public expenditure in accordance with the regulations of the country where my registered address is located 	

Date and place:

Bidder signature

This statement must be certified by a court or administrative body, notary or other competent authority in the country in which the bidder's registered address is located

8.7 Bidder's statement on fulfillment of business capacity pursuant to Art. 76. PPL

PUBLIC PROCUREMENT NR. D-1.1.68/2020

NAME OF THE BIDDER: _____

HEAD OFFICE: _____

I declare under full criminal and material responsibility that we are delivered at least two thermal plasma systems of the above characteristics, with a value of at least 160.000.00 Eur (RSD 20,000,000.00)in the previous 5 (five) years prior to the date of publication of the Public invitation for collecting offers in an open public procurement procedure published on the public procurement portal in Serbia.

Date and place:

Bidder signature:

Note: If a group of bidders submits a joint bid, this form shall be signed and certified by the Contractor in front of the group of bidders. When submitting a bid, copy this form in the required number of copies. Bidder giving incorrect information regarding professional references, commits an offense under Article 170, paragraph 1, item 3 of the Law on Public Procurement. The supply of false information in an offer is the basis for a negative reference within the meaning of Article 82, paragraph 1, item 3) of the Law.

8.8 Bidder's statement on submission of financial guarantee for advance payment

PUBLIC PROCUREMENT NR. D-1.1.68/2020

NAME OF THE BIDDER: _____

HEAD OFFICE: _____

By this statement we irrevocably guarantee that if we were awarded a public procurement contract for EQUIPMENT FOR COMPLETION OF PLAZMA REACTOR FOR HIGH-TEMPERATURE TREATMENT OF DIFFERENT TYPES OF MATERIALS, when issuing an advance invoice, we will provide a guarantee for the return of the advance payment which is unconditional, payable on demand and without objection in case a non-compliance with the contract, will be realized without protest by the Contract Authority.

Date and place:

Bidder signature:

*** Submission of this statement is obligatory if the bidder requires an advance payment.**

9. MODEL OF CONTRACT

УГОВОР О КУПОВИНИ И ИСПОРУЦИ	SALES AND DELIVERY CONTRACT
НАБАВКА ОПРЕМЕ ЗА КОМПЛЕТИРАЊЕ ПЛАЗМАТРОНСКОГ РЕАКТОРА ЗА ВИСОКОТЕМПЕРАТУРНИ ТРЕТМАН РАЗЛИЧИТЕ ВРСТЕ МАТЕРИЈАЛА	PURCHASE OF EQUIPMENT FOR COMPLETION OF PLAZMA REACTOR FOR HIGH-TEMPERATURE TREATMENT OF DIFFERENT TYPES OF MATERIALS
Закључен између: <i>Наручиоца – Институт за нуклеарне науке Винча са седиштем у Београду, улица Мике Петровића Аласа, ПИБ: 101877940, Матични број: 07035250</i> <i>Број рачуна: 205-113582-06 Назив банке: Комерцијална банка, кога заступа в.д директор проф. др Снежана Пајовић (у даљем тексту: Наручилац)</i> <i>и</i> <i>са седиштем у _____, улица _____, ПИБ: _____, Матични број: _____, Број рачуна: _____, Назив банке: _____, Телефон: _____ факс: _____, e-mail _____, кога заступа _____, (у даљем тексту: Добављач),</i> <i>Са подизвођачем/члановима групе понуђача:</i> _____ _____ _____ <i>(попунити основне податке)</i> <i>Основ уговора: ЈН Број: Д-1.1.68/2020</i> <p style="text-align: center;">Члан 1.</p> Предмет уговора је набавка добара – НАБАВКА ОПРЕМЕ ЗА КОМПЛЕТИРАЊЕ ПЛАЗМАТРОНСКОГ РЕАКТОРА ЗА ВИСОКОТЕМПЕРАТУРНИ ТРЕТМАН РАЗЛИЧИТЕ ВРСТЕ МАТЕРИЈАЛА у свему у складу са понудом добављача, која са конкурсном	Concluded between: <i>Contract Authority - Vinca Institute of Nuclear Sciences headquartered in Belgrade, Mike Petrovica Alasa 12-14, Tax No.: 101877940, Registration ID number: 07035250, Account Number: 205-113582-06 Bank Name: Komercijalna banka, represented by acting Director Prof. dr Snežana Pajović (hereinafter referred to as the Contract Authority)</i> <i>and</i> <i>headquartered in _____, street _____, Tax No.: _____, Registration ID number: _____, Account number: _____, Name of Bank: _____, Phone: _____, fax: _____, e-mail _____, represented by _____, (hereinafter referred to as the Supplier)</i> <i>With a subcontractor/ bidders from a group of bidders:</i> _____ _____ _____ <i>(complete information in case of joint offer)</i> <i>Contract basis: PP number: D-1.1.68/2020</i> <p style="text-align: center;">Article 1.</p> The subject of the contract is supply of goods – PURCHASE OF EQUIPMENT FOR COMPLETION OF PLAZMA REACTOR FOR HIGH-TEMPERATURE TREATMENT

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документацијом јавне набавке Д-1.1.68/2020 и техничком спецификацијом наведене јавне набавке, чини саставни део овог уговора.

Члан 2.

Уговор ће бити реализован према ценама и количинама из понуде, у укупном износу од _____ без урачунатог ПДВ-а.

Уговорене цене су фиксне и не подлежу променама.

Трошак увоза, царинења и трошак увозне дозволе пада на терет Наручиоца. Трошак транспорта и паковања такође пада на терет Наручиоца.

Наручилац може након закључења уговора о јавној набавци без спровођења поступка јавне набавке повећати обим предмета набавке, с тим да се вредност уговора може повећати максимално до 5% од укупне вредности првобитно закљученог уговора, у складу са чланом 115. Закона о јавним набавкама.

Члан 3.

Рок за испоруку добара износи _____ месеци од закључења уговора.

Адреса испоруке/преузимања добара је: FCO магацин Добављача.

Члан 4.

Добављач се обавезује да припреми добра за испоруку односно преузимање у уговореном року наведеном у чл. 3 овог Уговора. Добра морају да одговарају техничкој спецификацији.

Уколико добављач не припреми добра за испоруку односно преузимање у уговореном року, а под условом да до тога није дошло кривицом Наручиоца, нити услед дејства више силе, обавезан је да за сваки дан закашњења плати Наручиоцу износ од 0.2 % укупне уговорене цене с тим да укупан износ уговорене казне не може прећи 10 % од укупне уговорене цене. Приликом преузимања предмета набавке, Наручилац и Добављач ће потписати записник о примопредји. Контакт особа задужена за реализацију око преузимања предмета набавке је др Дејан Цветиновић, е-маил: deki@vin.bg.ac.rs.

OF DIFFERENT TYPES OF MATERIALS in each part in accordance with the Bid from Supplier. That Bid, together with tender documents for public procurement D-1.1.68/2020 and Technical Specification of procurement are an integral parts of this contract.

Article 2.

The contract will be realized in accordance with the prices and quantities from Bid , in total amount of _____, without VAT.

Contracted prices are fixed and not subject to change.

The cost of import, customs clearance and the cost of the import license shall be borne by the Contract Authority. The cost of transport and packaging is also borne by the Contract Authority.

After the conclusion of the public procurement contract, the Contract Authority may, without the implementation of a public procurement procedure, increase the scope of the subject of procurement, with the value of the contract being increased up to 5% of the total value of the contract originally concluded in accordance with Article 115 of the Public Procurement Law.

Article 3.

Time frame for delivering the goods is _____ months from signing the Contract by both Parties.

Delivering/taking place is: FCO Supplier's storage address

Article 4.

The Supplier undertakes to prepare the goods for delivery or pick up within the agreed period specified in Art. 3 of this Agreement. The good must comply with the technical specification.

If the Supplier does not prepare the goods for delivery or pickup within the agreed period, and provided that it is not the fault of the Contact Authority, or due to force majeure, he is obliged to pay to the Contact Authority the amount of 0.2 % of the total contracted price, with the total the amount of the contractual

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<p>Члан 5.</p> <p>За испоручена добра из члана 1 овог уговора, Наручилац ће платити Добављачу, најдуже у року од _____ дана . (биће преузето из понуде изабраног добављача).</p>	<p>penalty may not exceed 10% of the total contracted price. When taking over the procurement items, the Purchaser and the Supplier shall sign the handover record. Contact person in charge of taking over the procurement subject is dr Dejan Cvetinovic, e-mail: deki@vin.bg.ac.rs.</p>
<p>Члан 6.</p> <p>Добављач мора да обезбеди финансијску гаранцију за повраћај датог аванса, која је безусловна, платива на први позив, без приговора, и коју ће Наручилац реализовати у случају непоштовања Уговорних обавеза. Рок важења гаранције мора бити 30 дана дужи од рока за коначно испуњење обавеза. Наручилац има право да реализује достављену гаранцију у случају неиспуњења уговорних обавеза.</p>	<p>Article 5.</p> <p>For delivered goods from art. 1 of this Contract, the Contract Authority shall pay the Supplier, within a maximum period of _____ days. (it'll be received from Supplier's bid, depending of advance payment.)</p>
<p>Члан 7.</p> <p>Гаранција на предмет набавке износи _____ месеци од дана када је извршен квантитативни и квалитативни пријем/преузимање опреме за комплетирање плазматронског реактора за високотемпературни третман различите врсте материјала</p>	<p>Article 6.</p> <p>Supplier must provide a financial guarantee for the return of the advance payment which is unconditional, payable on first call and without objection in case a non-compliance with the Contract, will be realized without protest by the Contract Authority. The period of validity of the financial guarantee must be at least 30 days longer than the deadline for the final fulfillment of the contractual obligations of the Supplier. The Contracting Authority has the right to realize the submitted guarantee in case of non-fulfillment of contractual obligations.</p>
<p>Члан 8.</p> <p>Добављач се обавезује да све податке до којих дође у реализацији посла који је предмет овог уговора чува као пословну тајну.</p>	<p>Article 7.</p> <p>Guarantee for procurement item is _____ months from the date when the quantitative and qualitative acceptance/taking of the equipment for completing the plasmatron reactor for high-temperature treatment of different types of materials was made.</p>
<p>Члан 9.</p> <p>Уговорне стране су сагласне да на међусобна права и обавезе, које нису изричито уређене овим уговором, примењују Закон о облигационим односима.</p>	<p>Article 8.</p> <p>The Supplier agrees that all information acquired in the implementation of the work covered by this contract to maintain as confidential.</p>
<p>Члан 10.</p> <p>Уговорне стране су сагласне да евентуалне спорове до којих може доћи у примени овог уговора решавају најпре споразумно, а уколико то није могуће надлежан је надлежни суд у Београду, Република Србија.</p>	<p>Article 9.</p> <p>The parties agree that the mutual rights and obligations, which are not expressly provided</p>

<p>Члан 11.</p> <p>Рок важења уговора је до извршења истог, а најдуже 18 месеци.</p> <p>Члан 12.</p> <p>Овај уговор сачињен је у 4 (четири) истоветна примерка, од којих по 2 (два) задржава свака уговорна страна.</p> <p>Члан 13.</p> <p>Уговор ступа на снагу даном потписивања обе уговорне стране.</p> <p>НАРУЧИЛАЦ Проф. др Снежана Пајовић</p> <hr/> <p>ДОБАВЉАЧ</p> <hr/>	<p>in this Contract, apply the Serbian Law of Obligations.</p> <p>Article 10.</p> <p>The Parties agree that any disputes that may arise in the implementation of this agreement shall be resolved peacefully by mutual agreement, and if it is not possible, the relevant court in Belgrade, Republic of Serbia shall be in charge.</p> <p>Article 11.</p> <p>The term of validity of the contract is until its execution, and for a maximum of 18 months.</p> <p>Article 12.</p> <p>This Contract is made in four (4) identical copies, of which 2 (two) keeps each contract party.</p> <p>Article 13.</p> <p>Contract shall enter into force upon signature by both Parties.</p> <p>CONTRACT AUTHORITY Prof. dr Snežana Pajović</p> <hr/> <p>SUPPLIER</p> <hr/>
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NOTE: The Supplier must complete and sign both versions of the Model of Contract which confirms that he is familiar with the content and accepts the elements of the Model of Contract.

Both English and Serbian sides of this contract are equivalent and direct translation of each other.

The final text of the contract will be done in accordance with the contents of the selected bid (eg. The optional clauses of model contracts related costs, taxes, financial guarantee, etc.).

In the case of a joint offer or a bid with a subcontractor, all bidders from a group of bidders, i.e. all subcontractors must be listed in the Model of Contract. The model of the contract must be signed by an authorized person by each bidder from a joint offer or by each subcontractor. Also, in the case of a joint offer and offers with the subcontractor, the authorization for signing must be included in the offer and is a mandatory bid application as well as a joint procurement agreement.