



## Vinca Institute of Nuclear Sciences

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PP nr: D-1.1.97/2020  
Date: 11.05.2020.  
Nr. doc.: 2/273/6

# TENDER DOCUMENTATION

## ANSYS ACADEMIC ASSOCIATE CFD SOFTWARE LICENSE AND TECHNICAL SUPPORT

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

Low value public procurement

DEADLINE FOR SUBMISSION OF BIDS:	<b>19<sup>th</sup> May, 2020 until 12:00 h p.m.</b>
BID OPENING	<b>19<sup>th</sup> May, 2020. in 12:15 h p.m.,</b> 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 - 34 pages

**Vinca, May 2020.**

- Attach the form on the front of the envelope!**

**SUBMITTER:**

Name:

Address:

Phone:

Contact person:

**RECIPIENT:**

VINCA INSTITUTE OF NUCLEAR SCIENCES

Public procurement office

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

**BID**

**FOR PUBLIC PROCUREMENT OF GOODS**

**NR. D-1.1.97/2020**

**IN LOW VALUE PUBLIC PROCUREMENT**

**ANSYS ACADEMIC ASSOCIATE CFD SOFTWARE  
LICENSE AND TECHNICAL SUPPORT**

**DO NOT OPEN!!!**

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

Regular submission number

Pursuant to Articles 39. 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. 2/273 dated May 7, 2020. and the Decision on the formation of the Commission for the Implementation of the Public Procurement Procedure No. 2/273/1 of May 7, 2020. The Commission for the Implementation of the Public Procurement Procedure prepared:

## TENDER DOCUMENTS

for the low value public procurement of goods

- ANSYS ACADEMIC ASSOCIATE CFD SOFTWARE LICENSE AND TECHNICAL SUPPORT -

GPV 72212983-3 Development software services

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**Purchaser**

**Vinca Institute of Nuclear Sciences**

## 1. General information on public procurement

<b>Purchaser</b>	<b>Vinca Institute of Nuclear Sciences</b>
<b>Address:</b>	<b>Mike Petrovica Alasa 12-14, Vinca, Belgrade P.O. Box 522 11000 Belgrade</b>
<b>Phone:</b>	<b>+381 11 3408-104</b>
<b>E-mail: <a href="mailto:office@vinca.rs">office@vinca.rs</a></b>	<b><a href="http://www.vinca.rs">www.vinca.rs</a></b>

### Type of public procurement procedure

The subject public procurement is carried out in a Low value public procurement procedure, in accordance with the provisions of Article 39. 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 Milic Eric and Milena Mratinkovic**

e-mail: [javnenabavke@vinca.rs](mailto:javnenabavke@vinca.rs)

## 2. Information on the subject of the public procurement

Subject of public procurement no. D-1.1.97/2020 is ANSYS ACADEMIC ASSOCIATE CFD SOFTWARE LICENSE AND TECHNICAL SUPORT for the needs of the Laboratory for Thermal Engineering and Energy, Vinca Institute of Nuclear Sciences for 2020, under serial number D-1.1.97/2020.

The name and mark from the general procurement vocabulary is: 72212983-3 Development software services

Public procurement is not divided into lots.

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

#### **1. Object of procurement**

- (a) ANSYS Academic Associate CFD license
- (b) Technical support

#### **2. Description of the procurement**

The Vinca Institute's Laboratory for Thermal Engineering and Energy has software Ansys Academic Research CFD and Mechanical that has been used in the scientific research.

In the previous period, the associates of the Laboratory for Thermal Engineering and Energy used the mentioned software to solve various tasks within the relevant MNTR projects, as well as for the numerical simulation of problems within several PhD theses. The results of the application of the aforementioned software has been presented in a numbers of papers, published in various scientific journals and presented at several international conferences.

In accordance with the ANSYS Licensing Policy for Academic Products (<https://www.ansys.com/academic/terms-and-conditions>) for the use of the software in the resolution of project assignments not announced by the Ministry of Education, Science and Technological Development, the approval (license) of the software manufacturer, Ansys Inc., is required.

It is also necessary to provide full technical support to the licensee (software) for a period of 1 (one) year, beginning in November 2020.

#### **3. Type and scope of procurement**

- 1. ANSYS Academic Associate CFD license (1 task)
- 2. Licensee's technical support for the period November 2020 - November 2021.
- 3. Appropriate supporting documentation in electronic form (by e-mail).

#### **4. Delivery time**

15 calendar days from the effective date of the contract.

#### **5. Place of delivery**

The method of delivery is the e-mail address of the Purchaser: [zoda\\_mark@vin.bg.ac.rs](mailto:zoda_mark@vin.bg.ac.rs) and [milic@vin.bg.ac.rs](mailto:milic@vin.bg.ac.rs) , Laboratory for Thermal Engineering and Energy, Vinča Institute of Nuclear Sciences, Mike Petrovica Alasa 12-14, Belgrade, Serbia.

The Bidder is obliged to send the Purchaser an e-mail with access parameters with which he can download the required license and software documentation.

#### **6. Guarantee: during the term of the license**

#### **4. Technical documentation and plans**

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

ИНН «ВИНЧА»

**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 ( Article 75 LPP)		
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><b><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></b></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><b><u>- LEGAL ENTITY, PHYSICAL ENTITY AND CONTRACTORS:</u></b> 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><b><u>LEGAL ENTITY:</u></b> 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 environment, the criminal act of receiving or</p>

		<p>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><b><u>LEGAL ENTITY, CONTRACTOR, PHYSICAL ENTITY:</u></b></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><b>Evidence can not be older than two months before opening bids.</b></p>
5.	<p>The Bidder is obliged to expressly state that he has fulfilled the obligations arising from the applicable regulations on protection at work, employment and working conditions, protection of the environment, as well as that</p>	<p>Evidence: Signed and certified Statement form (Declaration form, given in chapter 8.5.).</p> <p>The statement must be signed by the authorized person of the bidder. If a bid is submitted by a group of bidders, the Statement must be signed</p>



	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).	by the authorized person of each bidder from the group of bidders
<b>ADDITIONAL CONDITIONS ( Article 76 LPP)</b>		
Row no.	CONDITIONS	PROOF
6.	<b>Business capacity:</b> - The Bidder must be Authorized representative of Ansys Inc.	<b>Proof:</b> - Copy of authorization or similar document

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.



## 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 foreign 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 cannot 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;
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 8 days from the date of publication of the call on Public Procurement Portal.

### **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 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, Public procurement office, ANSYS ACADEMIC ASSOCIATE CFD SOFTWARE LICENSE AND TECHNICAL SUPPORT, D-1.1.97/2020- DO NOT OPEN ". The offer is considered timely if the Purchaser received it by May 19<sup>th</sup>, 2020 until 12:00 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
- Model of Contract - 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
- **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)

### 6.3 LOTS

Public procurement is not partitioned.

### 6.4 NOTICE OF THE POSSIBILITY OF SUBMITTING THE OFFER WITH VARIANTS, IF A 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 - ANSYS ACADEMIC ASSOCIATE CFD SOFTWARE LICENSE AND TECHNICAL SUPPORT, Mike Petrovica Alasa 12-14, Vinca, Belgrade PP nr. D-1.1.97/2020 - DO NOT OPEN "or

"Amendments to the Public Procurement Offer - ANSYS ACADEMIC ASSOCIATE CFD SOFTWARE LICENSE AND TECHNICAL SUPPORT, Mike Petrovica Alasa 12-14, Vinca, Belgrade PP nr. D-1.1.97/2020 - DO NOT OPEN "or

"Recall for Proposals for Public Procurement - ANSYS ACADEMIC ASSOCIATE CFD SOFTWARE LICENSE AND TECHNICAL SUPPORT, Mike Petrovica Alasa 12-14, Vinca, Belgrade PP nr. D-1.1.97/2020 - DO NOT OPEN "or

"Amendments to the Bid for Public Procurement - ANSYS ACADEMIC ASSOCIATE CFD SOFTWARE LICENSE AND TECHNICAL SUPPORT, Mike Petrovica Alasa 12-14, Vinca, Belgrade PP nr. D-1.1.97/2020, - 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;

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 ten (10) days nor more than twenty (20) 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 10 days or an advance payment, the bid will be rejected as unacceptable.

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

Payment will be made by transferring money to the bidder's account, after issuing the license and after issuing the invoice.

Guarantee: during the term of the license

Time frame Requirement (delivery of license)

The time frame for the delivery of license can not be longer than 15 calendar days from the date of signing the Contract by both Parties.

Delivery method:

The method of delivery is the e-mail address of the Purchaser: [zoda\\_mark@vin.bg.ac.rs](mailto:zoda_mark@vin.bg.ac.rs) and [milic@vin.bg.ac.rs](mailto:milic@vin.bg.ac.rs)

The Bidder is obliged to send the Purchaser an e-mail with access parameters with which he can download the required license for the software program.

Bid validity period

The validity of the offer cannot be shorter than 30 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.

**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.

**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 who 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 supply 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](mailto: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-1.1.97/2020

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 cannot 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 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**

- A 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 3 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 5 (five) days from the date of publication of the decision on the Public Procurement Portal.
  - The request for the protection of rights cannot 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 60,000.00 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 60,000.00 dinars, 0,1% of the estimated value of the public procurement, i.e. 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 60.000,00 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 cannot 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 60,000.00;
- (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

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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

**FIELD 57A: (ACC. WITH BANK)**

/DE20500700100935930800 NBSRRSBGXXX

NARODNA BANKA SRBIJE

(NATIONAL BANK OF SERBIA –

NBS BEOGRAD, NEMANJINA 17

SERBIA

**FIELD 59: (BENEFICIARY)**

/RS35908500103019323073 MINISTARSTVO

FINANSIJA, UPRAVA ZA TREZOR,

POP LUKINA 7-9 BEOGRAD

**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 11<sup>th</sup> 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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ВНИИЯТ

**7. 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 pp. 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) **Declaration of the bidder on fulfilling the mandatory conditions from article 75 of the law in the procedure of low-value public procurement no. D-1.1.97/2020**
- (7) **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)
- (8) **Model of Contract** (sign both versions)

<b>8.1 BID FORM</b>
---------------------

Procurement nr: **D-1.1.97/2020**

The subject of public procurement: ANSYS ACADEMIC ASSOCIATE CFD SOFTWARE LICENSE AND TECHNICAL SUPPORT

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 in EUR
1.	ANSYS ACADEMIC ASSOCIATE CFD SOFTWARE LICENSE AND TECHNICAL SUPPORT	_____

**\* In total bid value must be included and Licensee's technical support for the period November 2020 - November 2021, and it's also including appropriate supporting documentation in electronic form (by e-mail).**

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 30 days from the day of opening of bids) \_\_\_\_\_ days from the day of opening of bids.

Delivery time (&lt;15): \_\_\_\_\_ days from the day of signing the Contract.

Warranty period: during the term of the license

Date of Payment: payment will be made within \_\_\_\_\_ (min 10. max 20.) days after the delivery of the subject of the procurement and the issuing invoice)

Method of payment: payment to the bidder's account.The method of delivery: the e-mail address of the Purchaser: [zoda\\_mark@vin.bg.ac.rs](mailto:zoda_mark@vin.bg.ac.rs) and [milic@vin.bg.ac.rs](mailto:milic@vin.bg.ac.rs)

The Bidder is obliged to send the Purchaser an e-mail with access parameters with which he can download the required license for the software program.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature of Authorized person

\_\_\_\_\_

The data is entered and verified by the bidder.

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

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Authorized person

\_\_\_\_\_

SUBCONTRACTOR INFORMATION	
Name of the tenderer:	
Address:	
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	<b>Name of the tenderer:</b>	
2	<b>Address:</b>	
3	<b>Identification number:</b>	
4	<b>TAX ID:</b>	
5	<b>Contact person:</b>	

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	ANSYS ACADEMIC ASSOCIATE CFD SOFTWARE LICENSE AND TECHNICAL SUPPORT	
2	1	Licensee's technical support for the period November 2020 - November 2021.	
3		<b>Total price Without VAT (eur)</b>	

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Authorized person  
\_\_\_\_\_

**\*The following price must include**

1. ANSYS Academic Associate CFD license (1 task)
2. Licensee's technical support for the period November 2020 - November 2021.
3. Appropriate supporting documentation in electronic form (by e-mail).

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:

- under the serial number 1 in the column nr 4 put the amount of the unit price of license without VAT
- under the serial number 2 in the column nr 4 put the amount of the unit price for technical support for the period of 1 year (November 2020 - November 2021.)
- under the serial number 3 of the Structure Price Form, enter the sum of total prices of goods without VAT

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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
<b>Total</b>	

*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-1.1.97/2020

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 1:

\* Should there arise a reasonable doubt in the truthfulness of the Declaration of the Independent Bid, the contracting authority shall immediately inform the competition protection body. The body authorised for competition protection can proscribe the measure of prohibition of participating in the public procurement procedure to the Bidder, i.e. interested person, if this body concludes that the Bidder, i.e. interested person violated the competition in the PP procedure, in the sense of the Law regulating competition protection. The measure of prohibition can last up to two years. The violation of competition represents negative reference, as stipulated in Article 82, paragraph 1, item 2 of the LPP.

#### Note 2:

**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-1.1.97/2020**

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 Declaration of the bidder**

**on fulfilling the mandatory conditions from Article 75 of the Law in the procedure of low-value public procurement no. D-1.1.97/2020**

In accordance with Article 77, paragraph 4 of the LPP, under full substantive and criminal responsibility, as the representative of the bidder, I give the following

#### **DECLARATION**

Bidder \_\_\_\_\_ (indicate the name of the Bidder) in the procedure of public procurement of small value of goods - ANSYS ACADEMIC ASSOCIATE CFD SOFTWARE LICENSE AND TECHNICAL SUPPORT, meets all the requirements of Article 75 of the LPP, i.e. the conditions defined in the tender documentation for the public procurement in question, as follows:

1. The Bidder is registered at the competent authority register, or registered in the appropriate register;
2. The Bidder and his legal representative have not been convicted for any of the criminal offenses as members of an organized criminal group, a criminal act against the economy, the environment, receiving or giving bribes, the criminal act of fraud;
3. The Bidder has settled the due taxes, contributions and other public duties in accordance with the regulations of the Republic of Serbia (or the foreign country where it has its headquarters in its territory).

Place: \_\_\_\_\_

BIDDER:

Date: \_\_\_\_\_

\_\_\_\_\_  
(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**

## 9. MODEL OF CONTRACT

<b>УГОВОР О КУПОВИНИ И ИСПОРУЦИ</b>	<b>SALES AND DELIVERY CONTRACT</b>
<p align="center"><b>НАБАВКА ЛИЦЕНЦЕ И ПОДРШКЕ ЗА ANSYS ACADEMIC ASSOCIATE CFD SOFTWARE</b></p>	<p align="center"><b>PURCHASE OF ANSYS ACADEMIC ASSOCIATE CFD SOFTWARE LICENSE AND TECHNICAL SUPPORT</b></p>
<p><b>Закључен између:</b></p>	<p><b>Concluded between:</b></p>
<p>Наручиоца – Институт за нуклеарне науке Винча са седиштем у Београду, улица Мике Петровића Аласа, ПИБ: 101877940, Матични број: 07035250 Број рачуна: 205-113582-06 Назив банке: Комерцијална банка, кога заступа в.д директор проф. др Снежана Пајовић (у даљем тексту: <b>Наручилац</b>)</p>	<p>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 <b>Contract Authority</b>)</p>
и	and
<p>_____ са седиштем у _____ улица _____, ПИБ: _____ Матични број: _____ Број рачуна: _____ Назив банке: _____, Телефон: _____ факс: _____, e-mail _____ кога заступа _____ (у даљем тексту: <b>Добављач</b>),</p>	<p>_____ headquartered in _____, street _____ Tax No.: _____ Registration ID number: _____ Account number: _____ Name of Bank: _____, Phone: _____, fax: _____, e-mail _____ represented by _____ (hereinafter referred to as <b>the Supplier</b>)</p>
<p>Са подизвођачем/члановима групе понуђача:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>With a subcontractor/ bidders from a group of bidders:</p> <p>_____</p> <p>_____</p> <p>(complete information in case of joint offer)</p>
<p>(попунити основне податке)</p>	<p>Contract basis: PP number: D-1.1.97/2020</p>
<p>Основ уговора: ЈН Број: Д-1.1.97/2020</p>	<p align="center">Article 1.</p>
<p align="center">Члан 1.</p>	<p>The subject of the contract is supply of goods – PURCHASE OF ANSYS ACADEMIC ASSOCIATE CFD SOFTWARE LICENSE AND TECHNICAL SUPPORT in each part in accordance with the Bid from Supplier. That</p>
<p>Предмет уговора је набавка добара – <b>НАБАВКА</b></p>	

**ЛИЦЕНЦЕ И ПОДРШКЕ ЗА ANSYS ACADEMIC ASSOCIATE CFD SOFTWARE** у свему у складу са понудом добављача, која са конкурсном документацијом јавне набавке Д-1.1.97/2020 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 урачунаог ПДВ-а.

Уговорене цене су фиксне и не подлежу променама.

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 лиценце износи \_\_\_\_\_ календарских дана од закључења уговора.

**Адреса испоруке/преузимања лиценце је:** е-маил [zoda\\_mark@vin.bg.ac.rs](mailto:zoda_mark@vin.bg.ac.rs) и [milic@vin.bg.ac.rs](mailto:milic@vin.bg.ac.rs)

Добављач је дужан да Наручиоцу пошаље е-маил са приступним параметрима помоћу којих може преузети захтевану лиценцу за софтвер. Добављач је дужан да обезбеди техничку подршку у периоду од 12 месеци почевши од Новембра 2020. до Новембра 2021.

#### Члан 4.

Уколико добављач не испоручи лиценцу односно не омогући њено 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 уговорне казне не може прећи 10 % од укупне уговорене цене. Контакт особа задужена за преузимање предмета набавке је др Милић Ерић и др Зоран Марковић, е-маил:

Bid, together with tender documents for public procurement D-1.1.97/2020 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 \_\_\_\_\_eur, without VAT. Contracted prices are fixed and not subject to change.

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 license is \_\_\_\_\_ days from signing the Contract by both Parties.

**Delivering/taking place is:** e-mail [zoda\\_mark@vin.bg.ac.rs](mailto:zoda_mark@vin.bg.ac.rs) and [milic@vin.bg.ac.rs](mailto:milic@vin.bg.ac.rs)

The Supplier is obliged to send the Contact Authority an e-mail with access parameters with which he can download the required license and software documentation.. The Supplier is obliged to provide technical support for a period of 12 months starting from November 2020 to November 2021.

#### Article 4.

If the Supplier does not deliver the license for delivery or do not enable delivering 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 penalty may not exceed 10% of the total contracted price. Contact person in charge of taking over the procurement subject is dr Milic Eric and dr Zoran Markovic, e-mail: [zoda\\_mark@vin.bg.ac.rs](mailto:zoda_mark@vin.bg.ac.rs) and [milic@vin.bg.ac.rs](mailto:milic@vin.bg.ac.rs)

#### Article 5.

**Vinca Institute of Nuclear Sciences**

ANSYS ACADEMIC ASSOCIATE CFD SOFTWARE LICENSE AND TECHNICAL SUPPORT



<p>zoda_mark@vin.bg.ac.rs и <a href="mailto:milic@vin.bg.ac.rs">milic@vin.bg.ac.rs</a></p> <p>Члан 5.</p> <p>За испоручена добра из члана 1 овог уговора, Наручилац ће платити Додављачу, најдуже у року од _____ дана . (биће преузето из понуде изабраног додављача).</p> <p>Члан 6.</p> <p>Гарантни рок: током целог периода трајања лиценце</p> <p>Члан 7.</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>Члан 8.</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>Члан 9.</p> <p>Рок важења уговора је до извршења истог, а најдуже 24 месеца.</p> <p>Члан 10.</p> <p>УГОВОРНА СТРАНА незадовољна испуњењем уговорних обавеза друге УГОВОРНЕ СТРАНЕ може захтевати раскид уговора, под условом, да је своје уговорне обавезе у потпуности и благовремено извршила.</p> <p>Члан 11.</p> <p>Овај уговор сачињен је у 4 (четири) истоветна примерка, од којих по 2 (два) задржава свака уговорна страна.</p> <p>Члан 12.</p> <p>Уговор ступа на снагу даном потписивања обе</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>Article 6.</p> <p>Guarantee for procurement item is during the term of the license.</p> <p>Article 7.</p> <p>The parties agree that the mutual rights and obligations, which are not expressly provided in this Contract, apply the Serbian Law of Obligations.</p> <p>Article 8.</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 9.</p> <p>The term of validity of the contract is until its execution, and for a maximum of 24 months.</p> <p>Article 10.</p> <p>A CONTRACTING PARTY dissatisfied with the fulfillment of contractual obligations of the other CONTRACTING PARTY may request termination of the contract, provided that it has fulfilled its contractual obligations in full and in a timely manner.</p> <p>Article 11.</p> <p>This Contract is made in four (4) identical copies, of which 2 (two) keeps each contract party.</p> <p>Article 12.</p> <p>Contract shall enter into force upon signature by both Parties.</p>
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уговорне стране.	CONTRACT AUTHORITY Prof. dr Snežana Pajović
НАРУЧИЛАЦ Проф. др Снежана Пајовић	_____
_____	SUPPLIER
ДОБАВЉАЧ	_____
_____	

**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.