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MINISTRY OF FINANCE  
TAX ADMINISTRATION  
No: 404-01-120/2014-G0085  
Date: 07.04.2014.  
B e l g r a d e**

**THE PROCUREMENT NUMBER, JH 18/2014**

## **TENDER DOCUMENTATION**

**OPEN PROCEDURE FOR THE PUBLIC PROCUREMENT OF GOODS**

**RENEWAL, UPGRADE AND TECHNICAL SUPPORT OF ORACLE AND SYBASE  
LICENSES**

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## ***I GENERAL INFORMATION ON THE PUBLIC PROCUREMENT***

### **1. The name, address and internet page of the Ordering Party**

Ministry of Finance, Tax Administration – Headquarters, Belgrade, Save Maskovica 3-5,  
internet page: [www.poreskauprava.gov.rs](http://www.poreskauprava.gov.rs)

### **2. The type of public procurement**

The actual public procurement shall be carried out in an open public procurement procedure in accordance with the Law on public procurement („Official Gazette of the Republic of Serbia“, No. 124/12) hereinafter: the Law, and the bylaws regulating public procurements.

### **3. The subject of public procurement**

The subject of public procurement No. JH 18/2014 is the goods: renewal and upgrade of „Oracle „and „Sybase “licenses with the included technical support services.

### **4. The implementation of the public procurement procedure**

The public procurement procedure shall be carried out for the purpose of concluding the contract on public procurement.

### **5. Contact person**

Svetlana Vjestica, telephone number: 011/3950-595.

### **6. Submission of the bid**

A bid shall be considered timely, if it has been received by the Ordering Party, regardless of the submission method, until **29.04.2014. until 12.00** at the Ordering Party's notary office, at the address: Ministry of Finance, Tax Administration, Headquarters, Belgrade, Save Maskovica 3-5.

The Ordering Party shall, upon the receipt of a specific bid, specify the date and hour of its receipt and shall issue the confirmation of receipt upon the bidder's request. In the confirmation of receipt, the Ordering Party shall specify the date and hour of the bid's receipt.

A bid which hasn't been received by the Ordering Party within the deadline determined for submitting the bids, i.e. which has been received after the expiry date and hour for submitting the bids, shall be considered untimely.

#### **Note:**

*If the Bidder submits his bid by mail, regardless whether he has dispatched it by regular, registered mail or by express mail, the only relevant fact pertains to when the Ordering Party has received it, i.e., if the Ordering Party has received the bid before the expiry of the deadline for submitting the bids (in which situation the bid shall be considered timely), and the moment of submitting the bid by the Bidder is not relevant.*

Within the deadline for submitting bids, the Bidder can amend or recall his Bid, in the manner determined for the bid submission. The Bidder shall be obliged to clearly indicate which part of the bid he shall change, i.e. which document he shall subsequently submit.

After expiry of the deadline for submitting the bids, the Bidder cannot recall or change his bid.

The bid shall be submitted directly (personally) or by mail, to the mentioned Ordering Party's address, pending that the Bidder shall specify the following on the envelope:

**„The bid for the public procurement of goods: renewal and upgrade of „Oracle“ and „Sybase“ licenses with the included technical support services JH 18/2014 – DO NOT OPEN“.**

The Bidder shall submit the bid in a closed envelope, verified by the bidder's company seal, specifying the bidder's name and address. The bidder can submit only one bid.

## **7. Time and place of opening the bids**

Public opening of the bids shall be held after the period of 22 days from the date of submitting and publishing the Public Call on the Public Procurement Portal. If the deadline expires on a non-working day, the last day of the specified period shall be considered the first next working day until 12.00. The public opening of bids shall be held on **29.04.2014 at 14.00, at the address:** Tax Administration-Headquarters, Belgrade, Save Maskovica 3-5.

Before the public opening the bids, the Bidders' representatives, attending the opening procedure, shall be obliged to hand over to the Ordering Party's Commission written Letters of Authorization, based on which they shall prove the authorization for participating in the public opening procedure.

## **II INFORMATION ON PUBLIC PROCUREMENT SUBJECT**

### **1. Description of the procurement subject, name and code from the Common Procurement Vocabulary**

The public procurement subject is the goods: **renewal and upgrade of „Oracle“ and „Sybase“ licenses with the included technical support services** according to the description in Section III of the tender documentation– Technical characteristics.

The name and code from the Common Procurement Vocabulary: 48600000 (program package for databases and operational program package).

## **III TECHNICAL CHARACTERISTICS**

**1.** The following **SYBASE licenses** shall be renewed with the included technical support as of the date of contract conclusion 30.04.2015. within the actual public procurement:

No.	License name	Quantity
1	BMM EDMT Server	8 core licenses
2	Sybase IQ Ent.Ed. for Linux	12 core licenses
3	Sybase PowerDesigner Studio Enterprise	3 Floating licenses

**2.** Within the actual public procurement, the previously procured **SYBASE licenses** whose validity period for technical support expires on 26.07.2014. shall be renewed for the period from 27.07.2014. to 30.04.2015. as follows:

No.	License name	Quantity
1	BMM EDMT Server	4 core licenses

3. within the actual public procurement, the previously procured **SYBASE** whose validity period for technical support expires on 21.11.2014. shall be renewed for the period from 22.11.2014. to 30.04.2015. as follows:

No.	License name	Quantity
1	BMM EDMT Server	12 core licenses

4. Within the actual public procurement, the existing **SYBASE** licenses shall be upgraded with the included technical support as of the date of the contract conclusion 30.04.2015. as follows:

No.	License name	Quantity
1	BMM EDMT Server with Sybase IQ , Linux x86-64	32 core licenses
2	SAP Sybase IQ Enterprise Edition	24 core licenses

5. Within the actual public procurement, the previously procured **ORACLE** licenses whose validity period for technical support expires on 30.09.2014. shall be renewed for the period from 01.10.2014. to 30.04.2015. as follows:

No.	License name	Quantity
1	Real Application Clusters - Processor Perpetual	8 licenses
2	Internet Developer Suite - Named User Plus Perpetual	3 licenses
3	Oracle Database Enterprise Edition - Processor Perpetual	10 licenses
4	Business Intelligence Standard Edition One - Named User Plus Perpetual	20 licenses

6. Within the actual public procurement, the previously procured **ORACLE** licenses whose validity period for technical support expires on 14.12.2014. shall be renewed for the period from 15.12.2014. to 30.04.2015. as follows:

No.	License name	Quantity
1	WebLogic Server Enterprise Edition - Processor Perpetual	6 licenses

7. Within the actual public procurement, the previously procured **ORACLE** licenses whose validity period for technical support expires on 30.09.2014. shall be renewed and migrated for the period from 01.10.2014. to 30.04.2015. as follows:

No.	License name	Quantity
1	Internet Application Server Enterprise Edition - Processor Perpetual on WebLogic Suite 10.3.5	8 licenses

8. Within the actual public procurement, the existing **ORACLE** licenses shall be upgraded by the new **ORACLE** licenses with the included technical support as of the date of the contract conclusion till 30.04.2015, as follows:

No.	License name	Quantity
1	Oracle Database Enterprise Edition 11g R2	14 licenses
2	Oracle Database Real Application Cluster	16 licenses
3	WebLogic Server Enterprise Edition 10.3.6	42 licenses

The included technical support shall imply the right on new software versions for all renewed and upgraded licenses within the validity period of the contract.

The bidder shall be obliged to organize and carry out the training for the employees of the Ordering Party in the form of knowledge transfer for technologies being the subject of the public procurement for the five-day period 4 hours per day for Sybase for the five-day period 4 hours per day for Oracle. The training programme shall be agreed on by the representatives of the supplier and ordering party and it shall be carried out after the delivery of Sybase and Oracle licenses.

The representatives of the supplier and ordering party shall make a written record on the carried out training.

The bidder shall be obliged to document all the licenses, types and versions, as well as the list of servers with the configuration characteristics that use licences being the subject of the public procurement.

#### **Consultation hours**

The bidder has the right on 40 consultation hours for the purpose of regular maintenance, redesign or implementation of new services related to the Sybase technologies as well as 40 consultation hours for the purpose of regular maintenance, redesign or implementation of new services related to the Oracle technologies, by the supplier.

The hours referred to in previous paragraph shall be used as agreed with the supplier and in accordance with the needs of the Ordering Party.

#### ***IV CONDITIONS FOR PARTICIPATING IN THE PUBLIC PROCUREMENT PROCEDURE UNDER THE ARTICLES 75 AND 76 OF THE LAW ON PUBLIC PROCUREMENT (hereinafter: THE LAW) AND INSTRUCTIONS ON HOW TO PROVE THE FULFILLMENT OF THOSE CONDITIONS***

##### **1) Mandatory conditions for participating in the public procurement procedure under the Article 75 of the Law**

The right to participate shall have all interested bidders that fulfill mandatory conditions under the Article 75, paragraph 1 of the Law, such as:

- 1. Condition:** to be registered with the competent authority, i.e. entered into an adequate register;
- 2. Condition:** that he and his legal representative are not charged with any of criminal offences as the member of an organized criminal group; nor charged with any of criminal offences against economy, environment, active and passive bribery, or fraud;
- 3. Condition:** that he hasn't been pronounced legally binding measure prohibiting performing of the business activity being in force at the time of publishing the call for the submission of bids;

**4. Condition:** that he has settled his due taxes and other public duties in accordance with the regulations of the Republic of Serbia or of a foreign state with a Head Office on its territory.

**2) Instructions on how to prove the fulfillment of conditions in terms of the Articles 75 and 77 of the Law**

The bidder shall be obliged to submit the proofs attached with the bid (Article 77 of the Law) on the fulfillment of the conditions stipulated by the Article 75 of the Law and in the manner referred to in the Article 21 of the Rulebook on mandatory elements of tender documentation in the public procurement procedures and the method of proving the fulfillment of the conditions (Official Gazette RS No. 29/2013) including:

**1.** The certificate from the Business Registers Agency, i.e. registry certificate from the competent Commercial Court.

**2. Legal entities:** Penalty records certificate, i.e. a certificate from the **competent court and competent police administration of the Ministry of Internal Affairs** that he and his legal representative have not been charged with any of criminal offences as the member of an organized criminal group; nor charged with any of criminal offences against economy, environment, active and passive bribery, or fraud (which cannot be older than two months prior to the opening of the bids)

**Entrepreneurs and natural persons:** Penalty records certificate, i.e. a certificate from the **competent court and competent police administration of the Ministry of Internal Affairs** that he has not been charged with any of criminal offences as the member of an organized criminal group; nor charged with any of criminal offences against economy, environment, active and passive bribery, or fraud (which cannot be older than two months prior to the opening of the bids)

**3.** The certificates issued by the **Commercial and Criminal Court** that he has not been pronounced the measure prohibiting his business activity, **or** the certificate that he has not been registered with the Business Registers Agency as a company and that he has not been pronounced measure of prohibiting his business activity, being in force at the time of publishing the call for the submission of the bids (which cannot be older than two months prior to the opening the bids)

**Entrepreneurs:** The certificate issued by the Commercial Court that he has not been pronounced the measure of prohibiting the performance of his business activities, **or** the certificate that he has not been registered with the Business Registers Agency as an entrepreneur and that he has not been pronounced measure of prohibiting his business activity, being in force at the time of publishing the call for the submission of the bids (which cannot be older than two months prior to the opening the bids)

**Natural persons:** The certificate issued by the Commercial Court that he has not been pronounced the measure of prohibiting the performance of specific business activities (which cannot be older than two months prior to the opening the bids)

**4.** The certificate issued by the **Tax Administration** that he has settled all his due personal income taxes and contributions and the certificate issued by the competent **local self-government** that he has settled his liabilities based on their own local public revenues. The certificate cannot be older than two months prior to the opening of the bids.

**3) Additional conditions for participating in the public procurement procedure under the Article 76 of the Law and the instructions on how to prove the fulfillment of conditions**

Taking into consideration the public procurement subject, the Ordering Party shall determine the additional conditions for participating in the public procurement procedure in terms of financial, business, staff and technical capacity.



### **Financial and business capacity:**

**Condition: Necessary business capacity-** minimally achieved payment transactions from the purchased and supplied goods being the subject of the public procurement in the value of at least 150.000.000,00 RSD for the last three years (2011, 2012. и 2013.)

**Proof:** The reference list and certificate of referent Ordering Party/buyer on the purchased and supplied goods being the subject of the public procurement in the requested amount.

### **Staff capacity:**

**Condition: Necessary staff capacity-** prior to the publishment of the call, the bidder hires minimum two employees with the university degree of technical sciences authorized for administering the SYBASE licenses and minimum two employees with the university degree of technical sciences, authorized for administering the ORACLE licenses being employed on a permanent basis or on the basis of the contract, who shall be responsible for the contract execution.

**Proof:** The staff capacity form, photocopy of M-3A or M-A form for each stated employee or other appropriate form providing the proof on registration, deregistration for mandatory social insurance, the labor contract for each stated and certificated or other document of the software manufacturer providing the proof that the stated persons are authorized for administration of the mentioned licenses.

### **Technical capacity:**

**Condition: Necessary technical capacity:**

**-The bidder has to be the authorized partner** of the manufacturer for the sale, renewal and technical support of SYBASE and BMMSoft licenses at the territory of the Republic of Serbia.

**Proof:** Valid partnership contracts with the manufacturer confirming the right of the sale, renewal and technical support of the offered licenses on the territory of the Republic of Serbia or the valid certificate/authorization/confirmation/statement issued by the manufacturer or its registered agency, providing the proof that the bidder is an authorized partner of the manufacturer for the sale, renewal and technical support of the offered licenses on the territory of the Republic of Serbia.

**-The bidder has to be the authorized partner** of the manufacturer for the right of the sale, renewal, technical support of the ORACLE licenses on the territory of the Republic of Serbia.

**Proof:** Valid partnership contracts with the manufacturer confirming the right of the sale, renewal and technical support of the offered licenses on the territory of the Republic of Serbia or the valid certificate/authorization/confirmation/statement issued by the manufacturer or its registered agency, providing the proof that the bidder is an authorized partner of the manufacturer for the sale, renewal and technical support of the offered licenses on the territory of the Republic of Serbia.

It is necessary that the bidder has introduced the quality system and holds both the valid certificates of ISO 9001:2008 and ISO 27001.

**Proof:** the photocopy of certificates

**4) The conditions to be fulfilled by the subcontractor in accordance with the Article 80 of the Law.**

If the bidder states in his bid that the partial supply will be given to the subcontractor he shall be obliged to submit for the subcontractor the proofs on the fulfillment of the mandatory conditions under the Article 75, Paragraph 1, Points 1-4 of the Law and additional conditions shall be met independently by the bidder.

**5) The conditions to be fulfilled by each of the bidders from the group of bidders in accordance with the Article 81 of the Law.**

If the bid is submitted by the group of bidders, each of the bidders from the group has to fulfill the mandatory conditions under the Article 75, Paragraph 1, points 1-4 of the Law while the additional conditions shall be met jointly.

## **V MEANS OF FINANCIAL ENSURANCE**

### **Bank bid bond for seriousness**

As the means of financial ensurance the bidder shall submit a bank bid bond for seriousness with the due date of at least of thirty days from the date of the opening the bids which must be unconditional and payable at first demand. The bank guarantees cannot contain additional payment conditions, deadlines shorter than the ones determined by the Ordering Party, the amount lower than the one determined by the Ordering Party or changed local jurisdiction for resolving the disputes.

If the selected Bidder submits bank guarantee of a foreign bank, that bank must have at least the credit rating of the third credit quality level (investment rating).

The bank bid bond for seriousness shall be submitted in the amount of 5% of the total bid value excluding VAT.

The Ordering Party shall cash the Bank Bid Bond for Seriousness submitted with the bid in the following cases:

- If the Bidder after expiry of the bid submission deadline recalls or amends his bid;
- If the Bidder being awarded the contract on the public procurement refuses to conclude the contract on the public procurement;
- If the Bidder after invitation of the Ordering Party to submit originals or certified photocopies of the proof on fulfillment of conditions, fails to submit them within the five-day period from the date of the call.
- If the chosen bidder does not reside at the territory of the Republic of Serbia nor opens a nonresident account prior to the contract conclusion.

The Bank Bid Bond for Seriousness shall be returned to bidders with whom the Ordering Party shall not conclude the contract.

### **The bank guarantee for good performance**

The bidder shall be obliged to submit with the bid, the signed and verified statement on the bank letterhead that he shall issue to the ordering party a bank guarantee for good performance in the amount of 10 % of the total contracted value excluding VAT, if his bid is to be selected as the most favorable one.

The bank guarantee for good performance shall be submitted by the selected Bidder to the Ordering Party on the occasion of concluding the contract, in the amount of 5% from the total contract value.

The bank guarantee for good performance must be valid for additional 10 days from the date of expiry of the deadline for the final job completion.

If during the contract validity period, the deadlines for completion of the contractual obligations do change, validity period of the bank guarantee has to be extended.

The Ordering Party shall cash the bank guarantee for good performance in case the Bidder fails to meet his contractual obligations within the deadline and in the manner envisaged by the contract.

The bank instruction on the number of the payment account for the collection of bank guarantees: the payment account number: 840-745128843-36- other revenues from the budget of the Republic, tracking number of the approval per module: 97-41601.

## ***VI INSTRUCTIONS TO BIDDERS ON HOW TO COMPILE THE BID***

### **1. Information on the language in which the bid must be compiled**

The bidder shall submit the bid in the Serbian language.

### **2. Mandatory contents of the bid**

The bidder can submit only one bid.

The bidder, who submitted the bid independently, cannot at the same time participate in a joined bid or as a subcontractor.

The bidder shall submit the bid in written in a closed envelope so that when it is open it can be determined whether it was closed in the way it has been submitted.

The forms given in the tender documentation, i.e. the information being its integral part has to be filled by the bidders in the empty fields, legibly written by hand, typed on a typing machine or on the computer. The forms have to be signed by the owner or the legal representative of the bidder, entered into the register of the BRA and they have to be verified by the seal of the bidder. It is forbidden to change the text in the given forms in the tender documentation, crossing the existing statements and writing in new ones.

The tender documentation contains the following forms which the bidder is obliged to fill in, verify, sign and submit:

- Form of the bid – Form No. 1;
- The statement of the bidder on not participating with the subcontractor, Form No. 2;
- The statement on engaging the subcontractor, Form No. 2a, in case of participating with the subcontractor;
- The form for the information on the subcontractor, in case the bidder partially shares the procurement to the subcontractor, Form No. 3;
- The form for general information on the member of the group of bidders, in case of submitting the bid by the group of bidders, Form No. 4;
- The statement given by the members of the group submitting the joint bid, Form No. 5, in case of joint bid;
- The form of the statement on the staff capacity for the bidder/main contractor - Form No. 6;
- The form of the statement on the staff capacity for the member of the group - Form No. 6a, if the bid is submitted by the group, and the main contractor doesn't independently fulfill the requested capacity conditions;
- the contract model – Form No. 7;
- the form for the bid preparation expenses, Form No. 8 (to be signed, verified and submitted, but not needed to be filled in);
- The form for price structure, Form No. 9;
- The form for the statement on an independent bid, Form No. 10;
- The form on compliance with the obligations stipulated by the Law - Form No. 11
- the form on compliance with the obligations stipulated by the Law for the subcontractor in case the bidder partially shares the procurement with the subcontractor - Form No. 11a

- The form on compliance with the obligations stipulated by the Law for the member of the group of bidders in case of submitting the bid by the group of bidders, Form No. 11 b
- The reference list (Form No. 12) and reference certificate (Form No. 13)
- The reference list (Form No. 12a) and reference certificate (Form No. 13a) for the member of the group of bidders, in case of submitting the bid by the group of bidders

The forms that in a specific case, the **bidder shall not be obliged** to fill in, sign, verify and submit, are the following:

In case the bidder shall act independently - Form No. 2a, Form No. 3, Form No. 4, Form No. 5, Form No. 6a, Form No. 11a, Form No. 11b, Form No. 12a Form No. 12b.

In case the bidder shall act with the subcontractor - Form No. 2, Form No.4, Form No. 5, Form No. 6a, Form No. 11b. Form No. 12a Form No. 12b

In case the bidder shall act within the group - Form No. 2a, Form No. 3, Form No. 6a in case the bidder, being the member of the group as well as being the main contractor, independently fulfills requested staff capacity, Form No. 11a.

### **3. The method of amending and recalling the bid in terms of the Article 87, paragraph 6 of the Law**

Within the deadline for submitting the bid, the bidder can amend or recall his bid in the manner determined for the bid submission. The bidder shall be obliged to clearly specify which part of the bid is to be amended, i.e. which documents are to be submitted additionally.

After the deadline for submitting the bids, the bidder cannot recall nor amend his bid.

### **4. The request in case of submission of an independent bid**

In the bid (the form of the bid), the bidder shall specify the way of submitting the bid, whether it shall be submitted independently, as a joint bid or with the subcontractor.

The bidder who submits the bid independently cannot at the same time participates in the joint bid or as a subcontractor, nor participates in more joint bids.

### **5. The request in case of engaging the subcontractor**

In case the bidder engages the subcontractor, he shall be obliged to specify in his bid the name of the subcontractor, percentage of the total value of the procurement which is to be shared with the subcontractor (which cannot be higher than 50%), part of the procurement which is to be done through the subcontractor, as well as the rules of conduct of the Ordering Party in case of transferring the due liabilities directly to the subcontractor.

The bidder submitting the bid with the subcontractor shall be obliged to:

- specify the company's name or acronym from the appropriate register, address of the Head Office, registration number, TIN, contact person in the form of the bid (Form No. 1), he shall specify the part of the procurement which is to be carried out as well as the percentage of the procurement value which is to be carried out by the subcontractor,

For each subcontractor, he shall submit:

- The filled in, sealed and signed form – the statement of engaging the subcontractor - Form No. 2a;

- The filled in, sealed and signed form – information on the subcontractor (Form No. 3);

- The filled in, sealed and signed form – the form on compliance with the obligations stipulated by the Law, Form No. 11a

- the proof on the fulfillment of conditions under the Article 75, points 1-4 of the Law in the manner stipulated by the Article 77 of the Law, for the subcontractor.

In case the contract between the Ordering Party and the Bidder shall be concluded, the subcontractor shall be specified in the contract on the public procurement.

The Bidder shall be completely responsible for carrying out the procurement regardless to the engagement of and number of the subcontractors.

The Ordering Party can transfer the due liabilities directly to the subcontractor for the part of the procurement being carried out by the subcontractor, upon the request of the subcontractor.

The Bidder shall be obliged to enable access to the subcontractor, upon his request, for the purpose of determining the fulfillment of conditions.

#### **6. The integral part of joint bid**

The bidder submitting the joint bid shall be obliged to specify that the bid is joint and for each member of the group he shall:

- specify the company's name or acronym from the appropriate register, address of the Head Office, registration number, TIN, contact person in the form of the bid (Form No. 1);

- submit the filled in, sealed and signed form – the form on general information on the member of the group of bidders - Form No. 4;

- submit the filled in, sealed and signed form – the form of the statement given by the members of the group submitting the joint bid - Form No. 5;

- submit the proof on the fulfillment of conditions under the Article 75 points 1-4 of the Law, in the manner stipulated by the Article 77 of the Law, and additional conditions under the article 76 of the Law are to be fulfilled and proved jointly;

- submit the filled in, sealed and signed form – the form of reference list of the member of the group– (Form No. 12a) and the reference certificate (Form No. 12b) **in case** the member of the group being the main contractor does not fulfill the staff capacity conditions independently,

- submit the filled in, sealed and signed form – the form on compliance with the obligations stipulated by the Law for the member of the group, Form No. 11b

The bidders from the group of bidders shall be absolutely and jointly responsible to the Ordering Party.

The integral part of the joint bid has to be the agreement by which the bidders from the group shall be responsible to each other and to the Ordering Party for carrying out the public procurement which obligatory contains information referred to in article 81 paragraph 4, points 1-6 of the Law, such as:

- the member of the group being the main contractor, i.e. to submit the bid and represent the group of the bidders towards the Ordering Party,

- the bidder who shall sign the contract on behalf of the group of bidders,

- The bidder who shall provide the means of financial ensurance on behalf of the group of bidders,

- The bidder who shall issue the receipt,

- the account on which the payment shall be effected,

- the obligations of each of the bidders from the group for the execution of the contract.

#### **7. The place and method of delivery:**

The place of delivery of the goods - Data Center of Tax Administration (Ustanicka Street 130, V floor).

The deadline for the delivery of licenses, including the training cannot be longer than 60 calendar days from the day of signing the contract.

#### **8. The method and conditions of payment as well as other elements on which the acceptance of the bid depends**

The payment deadline cannot be shorter than 15 days nor longer than 45 days since the day of submitting the invoice. The payment shall be effected in RSD.

The validity period of the bid cannot be shorter than 30 days from the day of opening the bid. The Ordering Party can, in case of expiry of the bid validity period, request in written form the extension of validity period from the bidder. The bidder who accepts the request for extension of the bid validity period cannot change the bid.

The Ordering Party shall reject as unacceptable the bid which is untimely, inappropriate, being higher than the assessed value of the procurement as well as the bid being significantly incomplete.

**9. The currency and the method according to which the bidding price has to be stated and given**

The bidding price has to be expressed in RSD, excluding VAT with all expenses that the Bidder has in the process of realization of the public procurement.

If the bidding price is unusually low, the Ordering Party shall act in accordance with the Article 92 of the Law.

*If the chosen bidder is foreign legal entity or natural person, he shall be obliged to submit the proof on open RSD account for nonresidents before the conclusion of the contract.*

**10. Definition of specific requests in terms of data confidentiality protection provided to the bidders by the ordering party including their own subcontractors**

The bidder in his bid can specify certain data as confidential. The data which the bidder specifies as confidential shall be used only for the purposes of the public procurement and shall not be available to no one outside the group of people included in the procedure of the public procurement. These data shall not be published during the opening of bids nor in the further procedure.

The bidder can specify as confidential the documents containing personal data, but not being contained by any of the public register or which are not available in any other way as well as business data being classified as confidential by regulations and internal acts. The price and other data from the bid being significant for the preparation of the criteria elements and ranking the bid shall not be considered as confidential.

The ordering party shall treat as confidential the documents which contain the classification "CONFIDENTIAL" in the upper right corner as well as the signature of the authorized person of the bid below the mentioned classification. If only specific data of the document attached with the bid is deemed to be confidential, the confidential data has to be marked with red color, it has to be stated that it is "confidential", and there shall be the sign of the authorized person of the bidder below the mentioned classification.

The Ordering Party shall not be responsible for the confidentiality of the data which are not classified in the abovementioned manner.

The Ordering Party shall not be responsible for the confidentiality of the data which are not classified in the mentioned manner. If the data being classified as confidential do not meet the abovementioned conditions, the Ordering Party shall invite the Bidder to remove the classification of confidentiality; the bidder's representative shall do this by writing down "RECALL" above the classification of confidentiality as well as the date, time and his signature.

**11. Additional information or clarifications regarding the preparation of the bid noting that the communication shall be done within the public procurement procedure in the method stipulated by the Article 20 of the Law**

An interested party can request from the Ordering Party additional information or clarification in written (by mail, e-mail or fax), regarding the preparation of the bid, not later than 5 days before the deadline for submitting the bid.

The Ordering Party shall provide a written reply to the interested party within 3 days since the day of receiving the request for additional information and clarification regarding the tender documentation and at the same time shall publish the information on the Public Procurement Portal as well as on its internet page.

Additional information or clarifications shall be sent to the address: Ministry of Finance, Tax Administration, Headquarters, Belgrade, Save Maskovica 3-5, with a note of "The request

for additional information and clarifications regarding the tender documentation”- renewal and upgrade of the Oracle and Sybase licenses with included technical support services, public procurement No. 18/2014.

If the a written reply amends the tender documentation within the period of 8 or shorter than 8 days before the deadline for submitting the bids, he shall be obliged to extend the deadline for submitting the bids and publish the notification regarding the extension of the deadline for submitting the bids.

After the deadline for submitting the bids expires, the Ordering Party cannot amend the tender documentation.

Requesting the additional information or clarification regarding the preparation of the bid shall not be allowed.

**12. Method in which additional clarifications can be requested after opening the bids and performing control of the bidder, i.e. of his subcontractor**

After opening the bids the Ordering Party can request additional clarifications in written from the bidder during the technical estimation of the bid, which shall help him in the process of reviewing, ranking and comparing the bids.

The ordering party can conduct the audit (insight) with the bidder, i.e. his subcontractor (Article 93 of the Law).

The Ordering Party can correct computer errors noticed during the estimation of the bids after the opening and with the consent of the bidder.

If the bidder does not agree with the correction of computer errors, the Ordering Party shall reject his bid as unacceptable.

**13. Type of criteria for awarding the contract**

The selection of the most favorable bid shall be done according to the criterion “**The lowest bidding price**”.

**14. The criteria elements according to which the Ordering Party shall award the contract in the situation when there are two or more bids with the same bidding price**

If two or more bids have the same bidding price, the first bid received by the Ordering Party shall have the advantage.

**15. Compliance with the obligations stipulated by the regulations in effect related to the safety at work, employment and working conditions, environment protection**

The bidder shall be obliged to submit within his bid the statement given under criminal and material responsibility stating that he has met all the obligations stemming from the regulations in force regarding safety at work, employment and working conditions, environment protection, as well as that he guarantees being a holder of intellectual property right– Form No. 12 of the tender documentation.

**16. The method and the deadline for submission of the requests for protection of the bidder’s rights and the account number on which the applicant shall be obliged to pay the fee stipulated by the Law**

The request for protection of rights can be submitted by the bidder, i.e. by any party with an interest to conclude the contract on the public procurement.

The request for protection of rights shall be submitted to the Republic Commission and delivered to the Ordering Party.

The request for protection of rights can be submitted throughout the whole public procurement procedure period against every act of the Ordering Party except if the law stipulates otherwise.

The Ordering Party shall inform all participants in the public procurement procedure regarding the submitted request for protection of rights and publish the notification on the submitted request on the Public Procurement Portal no later than 2 days from the date of receiving the request.

If the request for protection of rights contests the type of procedure, the contents of the call for submitting the bids or tender documentation, this request shall be deemed timely if it has been received by the Ordering Party 7 days before the deadline for submitting the bids regardless

to the method of submission. In case of submitting the requests the standstill period regarding the deadline for submitting the bids occurs.

After making decision on the contract award under the Article 108 of the Law or the decision on suspension of the public procurement procedure under the Article 109 of the Law, the deadline for submitting the requests for protection of rights is 10 days from the day of receiving the decision.

The request for protection of rights cannot deny the actions of the Ordering Party taken in the public procurement procedure if the applicant was or could have been familiar with the reasons for the request submission before the deadline for submitting the bids and the applicant of the request has not submitted it before the deadline.

If within the same public procurement procedure, the same applicant has submitted the request for protection of rights, then the request cannot deny the actions of the Ordering Party with which the applicant was or could have been familiar with during the submission of the previous request.

The applicant shall be obliged to pay the fee in the amount of 80.000,00 RSD to the account of the budget of the Republic of Serbia (the number of bank account: 840-742221843-57, tracking number: 50-016, purpose: the administrative Republic fee designating the relevant procurement, user: budget of the Republic of Serbia).

#### **17. Meeting the obligations under previously concluded contracts / negative references**

The Ordering Party shall reject the bid if it possesses the proof stated under the Article 82 of the Law confirming that the bidder has not met his obligations under previously concluded contracts on public procurements referring to the same public procurement subject for the previous three years.

The Ordering Party shall reject the bid if it possesses the proof under the Article 82 of the Law, paragraph 3 point 1 referring to the procedure carried out or contract concluded with the other Ordering Party if the procurement subject is the same as the one carried out in this procedure.

#### **18. Notice on the deadline for concluding the contract on public procurement**

The public procurement contract shall be concluded with a chosen bidder within the period of 8 days from the expiry date for submitting the requests for protection of rights and in the case that only bid has been submitted the Ordering Party can conclude the contract before the expiry period of 10 days from the expiry date for submitting the requests for protection of rights.

If the bidder who has been awarded the contract rejects to conclude the contract on public procurement, Ordering Party can conclude the contract with the second one with the most favorable bid.

 **DIRECTOR**  
Ljiljana Kovacevic



**VII FORM OF THE BID**

Business Name Or Abbreviate Name From The Appropriate Register	
Address Of The Headquarters	
Authorized Person	
Name Of The Contact Person	
Registration Number	
Tax Identification Number - TIN	
Telephone Number/Telefax	
Account Number	
Inscribed in Bidder Register (enter yes or no)	
Internet website address which provides available data on requirements fulfillment for participation in process of public procurement in accordance with Public Procurement Law and tender documentation	

Based on invitation for submitting the bid and tender documentation for the public procurement of goods: Renewal and upgrading of "Oracle" and "Sybase" licenses with accompanying technical support services, JN 18/2014 we offer as follows:

**THE BID IS SUBMITTED** (Circle the method for submitting the bid):

**a) Independently**

**6) As a joint bid** (state general information for all the bidders from the group of bidders: business name or abbreviate name from the appropriate register, address of the headquarters, registration number, tax identification number - TIN, name of the contact person)

1. \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
\_\_\_\_\_

**B) with subcontractor** (state general information for all subcontractors: business name or abbreviate name from the appropriate register, address of the headquarters, registration number, tax identification number - TIN, name of the contact person)

1. \_\_\_\_\_

That will perform a part of procurement \_\_\_\_\_  
\_\_\_\_\_, which makes a \_\_\_\_\_% of the total value of procurement

2. \_\_\_\_\_

That will perform a part of procurement \_\_\_\_\_  
\_\_\_\_\_, which makes a \_\_\_\_\_% of the total value of procurement=

No.	The Name	Number of licenses	Price per Unit	Total excluding VAT
1.	BMM EDMT Server, Renewal and technical support	8 core licenses		
2.	BMM EDMT Server, Renewal and technical support	4 core licenses		
3.	BMM EDMT Server, Renewal and technical support	12 core licenses		
4.	Sybase IQ Ent.Ed. for Linux, Renewal and technical support	12 core licenses		
5.	Sybase PowerDesigner Studio Enterprise, Renewal and technical support	3 Floating licenses		
6.	BMM EDMT Server with Sybase IQ , Linux x86-64, upgrading and technical support	32 core licenses		
7.	SAP Sybase IQ Enterprise Edition upgrading and technical support	24 core licenses		
8.	Real Application Clusters - Processor Perpetual, Renewal and technical support	8 licenses		
9.	Internet Developer Suite - Named User Plus Perpetual, Renewal and technical support	3 licenses		
10.	Oracle Database Enterprise Edition - Processor Perpetual, Renewal and technical support	10 licenses		
11.	Business Intelligence Standard Edition One - Named User Plus Perpetual	20 licenses		
12.	WebLogic Server Enterprise Edition - Processor Perpetual, Renewal and technical support	6 licenses		
13.	Internet Application Server Enterprise Edition - Processor Perpetual on WebLogic Suite 10.3.5, Renewal, migration and technical support	8 licenses		
14.	Oracle Database Enterprise Edition 11g R upgrading and technical support	14 licenses		
15.	Oracle Database Real Application Cluster	16		

	upgrading and technical support	licenses		
16.	WebLogic Server Enterprise Edition 10.3.6 upgrading and technical support	42 licenses		
	TOTAL:			

**1. The total value of the offer is:** \_\_\_\_\_ RSD, without VAT.

**The total value of the offer is:** \_\_\_\_\_ RSD, including VAT.

**2. Licenses delivery deadline:** \_\_\_\_ days, starting from the day of signing the contract.  
(It cannot be longer than 15 days)

**3. Terms of payment:** within \_\_\_\_ days from the day of submitting the invoice and  
.  
(It cannot be shorter than 15days)  
signing the contract.

**4. Validity of the bid is:** \_\_\_\_ days from the day of opening the bids.  
(This cannot be shorter than 30 days)

Bidder

L.S.

\_\_\_\_\_  
(Signature of the authorized person)

\_\_\_\_\_  
(Neatly state the name and surname)

**Notes:** The bidder/the main contractor must fill out, verify by the seal and sign the form, by which he confirms the information content given in the form of bid is authenticated. If the bidders submit a joint bid, the member of the group of bidders, that is the main contractor, signs and verifies the form of bid. The form of bid is signed and verified by the seal by the owner or legal representative of the bidder/member of the group of bidders that is the main contractor who is registered with Serbian Business Registers Agency.

**Form 2**

**BIDDER'S STATEMENT THAT HE SHALL NOT ACT WITH THE  
SUBCONTRACTOR**

Under full penal and material responsibility I give the following statement that in the offer for public procurement - Renewal and upgrading of "Oracle" and "Sybase" licenses with accompanying technical support services (JN 18/2014) we shall not act with subcontractors.

L.S.

\_\_\_\_\_  
*(Signature of the authorized person)*

\_\_\_\_\_  
*(Neatly state the name and surname)*

*The form is signed and verified by the seal by the owner or legal representative of the bidder who is registered with Serbian Business Registers Agency.*

**STATEMENT ON ENGAGEMENT OF SUBCONTRACTOR  
(THE LIST OF SUBCONTRACTORS ENGAGED IN OFFER BY THE BIDDER)**

For the implementation of the public procurement - Renewal and upgrading of "Oracle" and "Sybase" licenses with accompanying technical support services (JN 18/2014) we will engage following subcontractors and in the following table we state their share in total bid value:

<b>The name of subcontractor, address of headquarters</b>	<b>Part of the offer that will be carried out by the subcontractor</b>	<b>The percentage of total bid value that is entrusted to subcontractor</b>

L.S.

\_\_\_\_\_  
(Signature of the authorized person)

\_\_\_\_\_  
(Neatly state the name and surname)

*The form is signed and verified by the seal by the owner or legal representative of the bidder who is registered with Serbian Business Registers Agency.*

*In case of a large number of subcontractors, the form needs to be copied to the sufficient number of copies.*

**Form No. 3**

**GENERAL INFORMATION ON A SUBCONTRACTOR**

Business name or abbreviate name from the appropriate register	
Address of the headquarters	
Authorized person	
Name of the contact person	
Registration number	
Tax identification number - TIN	
Telephone number/telefax	
Account number	
Inscribed in Bidder Register (enter yes or no)	
Internet website address which provides available data on requirements fulfillment for participation in process of public procurement in accordance with Public Procurement Law and tender documentation	

L.S.

\_\_\_\_\_  
(Signature of the authorized person)

\_\_\_\_\_  
(Neatly state the name and surname)

*The form is signed and verified by the seal by the owner or legal representative of the bidder or subcontractor who is registered with Serbian Business Registers Agency.*

*In case of a large number of subcontractors, the form needs to be copied to the sufficient number of copies.*

**Form No. 4**

**GENERAL INFORMATION ON THE MEMBER OF THE BIDDER'S GROUP**

Business name or abbreviate name from the appropriate register	
Address of the headquarters	
Authorized person	
Name of the contact person	
Registration number	
Tax identification number - TIN	
Telephone number/telefax	
Account number	
Inscribed in Bidder Register (enter yes or no)	
Internet website address which provides available data on requirements fulfillment for participation in process of public procurement in accordance with Public Procurement Law and tender documentation	

L.S.

\_\_\_\_\_  
(Signature of the authorized person)

\_\_\_\_\_  
(Neatly state the name and surname)

*The form is signed and verified by the seal by the owner or legal representative of the bidder or member of the bidder's group who is registered with Serbian Business Registers Agency.*

*The form needs to be copied to the sufficient number of copies for each member of the bidder's group.*

**Form No. 5**

**STATEMENT OF THE MEMBERS OF BIDDER'S GROUP ON SUBMITTING THE  
JOINT BID**

We hereby declare that we shall act as a group of bidders in public procurement -  
Renewal and upgrading of "Oracle" and "Sybase" licenses with accompanying technical support  
services (JN 18/2014)

We authorize the member of the group \_\_\_\_\_,  
to act in the name of and on behalf of the other members of the group before the ordering Party.

<b>Name and headquarters of the member of the group</b>	<b>Type of work that will be carried out by the member of the group</b>	<b>Signature of the authorized person as a member of the group</b>
Authorized member:		Signature of the authorized person _____  L.S.
Member of the group:		Signature of the authorized person _____  L.S.
Member of the group:		Signature of the authorized person _____  L.S.
Member of the group:		Signature of the authorized person _____  L.S.

*The form is signed and verified by the seal by the owner or legal representative of the main contractor or  
member of the bidder's group who is registered with Serbian Business Registers Agency.*



**FORM OF THE STATEMENT ON STAFF CAPACITY OF THE BIDDER/MEMBER OF  
THE MAIN CONTRACTOR**

**BIDDER'S STATEMENT**

**ON**

**STAFF CAPACITY**

Under full penal and material responsibility we give the following statement that prior to annunciation for submitting the bid for public procurement: Renewal and upgrading of "Oracle" and "Sybase" licenses with accompanying technical support services (JN 18/2014) we have a minimum number of \_\_\_\_\_ employed persons/under the contract with a high degree technical professionals authorized by producer for administration of "Sybase" licenses and \_\_\_\_\_ high degree technical professionals authorized by producer for administration of "Oracle" licenses.

L.S.

\_\_\_\_\_  
(Signature of the authorized person)

\_\_\_\_\_  
(Neatly state the name and surname)

*The form is signed and verified by the seal by the owner or legal representative of the bidder/member of the main contractor's group who is registered with Serbian Business Registers Agency.*

**FORM OF THE STATEMENT ON STAFF CAPACITY OF THE MEMBER OF THE GROUP**

**BIDDER'S STATEMENT**

**ON**

**STAFF CAPACITY**

Under full penal and material responsibility we give the following statement that prior to annunciation for submitting the bid for public procurement: Renewal and upgrading of "Oracle" and "Sybase" licenses with accompanying technical support services (JN 18/2014) we have a minimum number of \_\_\_\_\_ employed persons/under the contract with a high degree technical professionals authorized by producer for administration of "Sybase" licenses and \_\_\_\_\_ high degree technical professionals authorized by producer for administration of "Oracle" licenses.

L.S.

\_\_\_\_\_  
(Signature of the authorized person)

\_\_\_\_\_  
(Neatly state the name and surname)

*The form is signed and verified by the seal by the owner or legal representative of the member of the group who is registered with Serbian Business Registers Agency.*

## VIII MODEL OF THE CONTRACT

Concluded between: **The Ministry of Finance and Economy – Tax Administration**, Belgrade, Save Maskovica Street No. 3-5, (hereinafter: The ordering Party), TIN100020943, registration number 07001410, business activity code 8411, represented by the Tax Administration Director Ms. Ljiljana Kovačević, appointed by the Conclusion of Serbian Government 24 number 119-198/2014 issued on January the 1<sup>st</sup> 2014

and

\_\_\_\_\_, residing  
\_\_\_\_\_ Street \_\_\_\_\_ No. \_\_\_\_\_ (hereinafter:  
The Supplier), TIN: \_\_\_\_\_, registration  
number: \_\_\_\_\_; business activity code: \_\_\_\_\_; represented  
by the director \_\_\_\_\_

### Article 1

The Contracting Parties have determined:

- That the Ordering Party, based on the Article 21 Paragraph 1 of the Public Procurement Law ("Official Gazette of the Republic of Serbia", No. 124/12) and based on the public invitation for submission of bids for the public procurement: Renewal and upgrading of "Oracle" and "Sybase" licenses with accompanying technical support services (JN 18/2014), published on Web portal of the Public Procurement Office on \_\_\_\_\_ 2014, has carried out an open procedure of the public procurement of the goods No. JN 18/2014,
- That the Ordering party in accordance with the Article 108 of the Public procurement Law, based on the report of professional assessment of the bids, has chosen the Supplier for the concerned procurement.

### Article 2

The subject of this contract is Renewal and upgrading of "Oracle" and "Sybase" licenses with accompanying technical support services (JN 18/2014), based on Supplier's bid number \_\_\_\_\_ issued on \_\_\_\_\_ 2014.

### Article 3

The Supplier is obliged to provide the following:

**-Renewal**, including technical support for period starting from the day when the contract was concluded until April the 30<sup>th</sup> 2015, of the following **SYBASE licenses**:

No.	License name	Quantity
1	BMM EDMT Server	8 core licenses
2	Sybase IQ Ent.Ed. for Linux	12 core licenses
3	Sybase PowerDesigner Studio Enterprise	3 Floating licenses

-**Renewal**, including technical support for period starting from July the 27<sup>th</sup> 2014 until April the 30<sup>th</sup> 2015, of the following **SYBASE licenses**:

No.	License name	Quantity
1	BMM EDMT Server	4 core licenses

- **Renewal**, including technical support for period starting from November the 22<sup>nd</sup> 2014 until April the 30<sup>th</sup> 2015, of the following **SYBASE licenses**:

No.	License name	Quantity
1	BMM EDMT Server	12core licenses

- **Upgrading**, including technical support for period starting from the day when the contract was concluded until April the 30<sup>th</sup> 2015, of the following **SYBASE licenses**

No.	License name	Quantity
1	BMM EDMT Server with Sybase IQ , Linux x86-64	32 core licenses
2	SAP Sybase IQ Enterprise Edition	24 core licenses

- **Renewal**, including technical support for period starting from October 1<sup>st</sup> 2014 until April 30<sup>th</sup> 2015 of the following **ORACLE licenses**:

No.	License name	Quantity
1	Real Application Clusters - Processor Perpetual	8 licenses
2	Internet Developer Suite - Named User Plus Perpetual	3 licenses
3	Oracle Database Enterprise Edition - Processor Perpetual	10 licenses
4	Business Intelligence Standard Edition One - Named User Plus Perpetual	20 licenses
5	WebLogic Server Enterprise Edition - Processor Perpetual	6 licenses

- **Renewal**, including technical support for period starting from December 15<sup>th</sup> 2014 until April 30<sup>th</sup> 2015 of the following **ORACLE licenses**

No.	License name	Quantity
1	WebLogic Server Enterprise Edition - Processor Perpetual	6 licenses

- **Renewal and Migration**, including technical support for period starting from October 1<sup>st</sup> 2014 until April 30<sup>th</sup> 2015 of the following **ORACLE licenses**:

No.	License name	Quantity
1	Internet Application Server Enterprise Edition - Processor Perpetual to WebLogic Suite 10.3.5	8 licenses

-

**Upgrading**, including technical support for period starting from the day when the contract was concluded until April the 30<sup>th</sup> 2015, of the following **ORACLE licenses**.

No.	License name	Quantity
1	Oracle Database Enterprise Edition 11g R2	14 licenses
2	Oracle Database Real Application Cluster	16 licenses
3	WebLogic Server Enterprise Edition 10.3.6	42 licenses

Technical support included means the right to new software versions for all renovated and upgraded licenses for the whole duration of validity of the contract.

#### **Article 4**

The total price referred to in Article 3 of this contract is \_\_\_\_\_ RSD without VAT, i.e. \_\_\_\_\_ with VAT included.

In words:

\_\_\_\_\_

i.e. \_\_\_\_\_

The price referred to in Paragraph 1 of this article is fixed and will not be a subject of change during the validity of contract.

#### **Article 5**

The supplier is committed to deliver licenses referred to in Article 3 of this contract (immediately renovate after signing the contract, renovate after the expiration of the previous contract or upgrade) respectively to activate within \_\_\_\_\_ days starting from the day the contract was concluded, i.e. within \_\_\_\_\_ days after the expiration of the previous contract.

Delivery implies documenting all licenses, license type and version as well as listing servers with configurations on which the licenses, that are subject of public procurement, are applied including the submission of:

- All access, user and technical codes, or passwords for access the common package – media;
- User manual;
- Registration instructions,

On which Minutes of handover shall be prepared.

Place of delivery is Tax Administration Data Center (Ustanicka Street Number 130, Fifth floor).

#### **Article 6**

The Supplier is obliged to organize and conduct the training of employees at delivery Party in form of knowledge transfer for technologies that are subject of public procurement in duration of 5 workdays 4 hours a day for Sybase licenses и 5 workdays 4 hours a day for Oracle licenses. The training program will be coordinate by representatives of supplier and Ordering Party and will be carried out after the delivery of Sybase and Oracle licenses.

The representatives of the bidder and delivery Party will make Minutes on conducted training.

#### **Article 7**

The Supplier is obliged to provide 40 consulting hours to the Ordering Party for regular maintenance, redesign or new service implementation purposes regarding the Sybase technologies as well as 40 consulting hours for regular maintenance, redesign or new service implementation purposes regarding the Oracle technologies.

Hours referred to in previous Paragraph will be used in agreement with the Supplier, whereas based on delivery Party's needs.

## **Article 8**

The Ordering Party shall pay to the Supplier the contractual value referred to in Article 4 of this contract within \_\_\_\_\_ days starting from the day of invoice submission to which Supplier attaches the Minutes of handover referred to in Article 5 and Minutes on conducted training referred to in Article 6 of this contract.

## **Article 9**

The Supplier agrees to submit to the Ordering Party on the day this contract is concluded, an irrevocable, unconditional (with no complains) and on first call collectable bank guarantee as a performance security in the amount of 10% of contractual value without VAT and with validity 10 days greater than deadline for finalization of the operation.

If the Supplier fails to act within the period referred to in Paragraph 1 of this Article, the contract shall be concluded with suspensive condition and will be valid from the time the bank guarantee is submitted.

Bank guarantee as a performance security shall be valid for 10 longer than the deadline for final execution of work.

In case of any changes in deadlines for implementation of agreed obligations during the contract validity, then the validity of bank guarantee must be extended.

The Ordering Party will cash in the bank guarantee as a performance security in case of violation of obligations by the Supplier within time framework and in the manner stipulated by this contract.

## **Article 10**

In case the Supplier fails to meet the obligations stipulated by this contract the Ordering Party to activate the submitted financial security referred to in Article 9 of this contract.

## **Article 11**

The Supplier is obliged to pay penalties to the Ordering Party if he delays in fulfilling his obligations, in the mount of 0.2% of the purchased good's value, for each day of delay, i.e. the Ordering Party has the right to reduce the payment of contractual value on invoice delivered by the Supplier by the amount of calculated penalties.

## **Article 12**

The Supplier will execute independently the contractual obligation referred to in Article 1 of this Contract

*or*

The Supplier will execute the contractual obligation referred to in Article 1 of this contract together with subcontractors +

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*(Enter the name and address of subcontractor)*

*or*

The Supplier will execute the contractual obligation referred to in Article 1 of this contract with group of bidders (joint bid)

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*(Enter the name and address of the participants in joint bid)*

### **Article 13**

All the disputes arising from the contract, the contracting parties shall resolve amicably and based on mutual agreement otherwise the Court in Belgrade shall have the jurisdiction over the matter.

### **Article 14**

All matters not specifically regulated under this contract but having any affect whatsoever on its performance shall be governed by the provisions of the Law on obligations.

### **Article 15**

The contract shall enter into force on the date of its counter -signing by both contracting parties for a one year period.

### **Article 16**

This contract is executed in 4 (four) originals of which 2 (two) are for both parties of the contract.

#### **ON BEHALF OF THE ORDERING PARTY**

#### **ON BEHALF OF THE SUPPLIER**

By Conclusion of the Government 24  
Number 119-198/2014  
issued on January the 1<sup>st</sup> 2014

DIRECTOR

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Ljiljana Kovačević

**Form No. 8****IX THE FORM OF PRICE STRUCTURE WITH THE FILLING IN INSTRUCTIONS**


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*(Enter the name and the address of the bidder)*

In accordance with the Article 61 of the Public Procurement Law ("Official Gazette of the Republic of Serbia", No. 124/12) and Article 2 and 11 of the Ordinance on the mandatory elements of tender documentation in process of public procurement and the manner of proving the fulfillment of conditions ("Official Gazette of the Republic of Serbia", No.29/2013), we submit the bid price structure for public procurement - Renewal and upgrading of "Oracle" and "Sybase" licenses with accompanying technical support services (JN 18/2014), and that is:

No	Name	Quant.	The purchase price	Other expenses	Price per license	Total value without VAT	Total value including VAT
1	2	3	4	5	6 (4+5)	7(6*3)	8
1.	BMM EDMT Server	8					
2.	BMM EDMT Server	4					
3.	BMM EDMT Server,	12					
4.	Sybase IQ Ent.Ed. for Linux	12					
5.	Sybase PowerDesigner Studio Enterprise	3					
6.	BMM EDMT Server with Sybase IQ , Linux x86-64	32					
7.	SAP Sybase IQ Enterprise Edition	24					
8.	Real Application Clusters - Processor Perpetual	8					
9.	Internet Developer Suite - Named User Plus Perpetual a	3					



10.	Oracle Database Enterprise Edition - Processor Perpetual	10					
11.	Business Intelligence Standard Edition One - Named User Plus Perpetual	20					
12.	WebLogic Server Enterprise Edition - Processor Perpetual	6					
13.	Internet Application Server Enterprise Edition - Processor Perpetual on WebLogic Suite 10.3.5	8					
14.	Oracle Database Enterprise Edition 11g R	14					
15.	Oracle Database Real Application Cluster	16					
16.	WebLogic Server Enterprise Edition 10.3.6	42					

The price per unit must include all elements of the price structure, so that the offered price covers all costs that supplier has during the implementation of procurement. If the prices differ from the BID FORM and the FORM OF PRICE STRUCTURE, then those prices entered in the BID FORM shall be observed.

L.S.

\_\_\_\_\_  
(Signature of the authorized person)

\_\_\_\_\_  
(Neatly state the name and surname)

*The form is signed and verified by the seal by the owner or legal representative of the bidder/member of the main contactor's group who is registered with Serbian Business Registers Agency.*

**Instruction on how to complete the structure of prices**

The bidder fills in the price structure form in accordance with following instruction:

- Column 4 – enter the purchase price per unit without VAT;
- Column 5 – enter other expenses per licenses;
- Column 6 – enter the purchase price per licenses;
- Column 7 – enter the total price without VAT;
- Column 8 – enter the total price including VAT;

**Form No. 9**

**X FORM OF COSTS FOR PREPARING A BID**

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*(Enter the name and the address of the bidder)*

In accordance with the Article 88 of the Public Procurement Law ("Official Gazette of the Republic of Serbia", No. 124/12) and Article 6 and 19 of the Ordinance on the mandatory elements of tender documentation in process of public procurement and the manner of proving the fulfillment of conditions ("Official Gazette of the Republic of Serbia", No.29/2013), we submit the costs structure for preparing the public procurement Renewal and upgrading of "Oracle" and "Sybase" licenses with accompanying technical support services (JN 18/2014), and that is:

No.	Type of costs	Amount in RSD
1.		
2.		
3.		
4.		

Notes: In accordance with the Article 88 of the Public Procurement Law the costs for preparing and submitting the bid bears exclusively the bidder and may not ask for reimbursement of costs from the Ordering Party except for the case referred to in Paragraph 3 of the same Article if the procedure of public procurement has been suspended due to reasons caused by the Ordering Party, provided that the Supplier claims for costs reimbursement.

L.S.

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*(Signature of the authorized person)*

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*(Neatly state the name and surname)*

*The form is signed and verified by the seal by the owner or legal representative of the bidder/member of the main contactor's group who is registered with Serbian Business Registers Agency.*

**The bidder is obliged to submit this form, signed and verified by the seal, even in case if he does not have costs of preparing a bid.**

**Form No. 10**

## **XI STATEMENT FORM ON AN INDEPENDENT BID**

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*(Enter the name and the address of the bidder)*

In accordance with the Article 26 and Article 61, Paragraph 4, Clause 9 of the Public Procurement Law ("Official Gazette of the Republic of Serbia", No. 124/12), I give the following:

**STATEMENT  
ON AN INDEPENDENT BID**

Under full penal and material responsibility I give the following statement that I submit the bid independently without an agreement with other bidders or interested parties in the process of the public procurement - Renewal and upgrading of "Oracle" and "Sybase" licenses with accompanying technical support services (JN 18/2014).

L.S.

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*(Signature of the authorized person)*

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*(Neatly state the name and surname)*

*The form is signed and verified by the seal by the owner or legal representative of the bidder/member of the main contractor who is registered with Serbian Business Registers Agency.*

**XII STATEMENT FORM ON RESPECTING THE OBLIGATIONS  
STIPULATED BY THE LAW FOR BIDDER/MEMBER OF THE MAIN  
CONTRACTOR**

In accordance with the Article 75 Paragraph 2 of the Public Procurement Law ("Official Gazette of the Republic of Serbia", No. 124/12), I give the following:

**STATEMENT**

**ON RESPECTING THE OBLIGATIONS STIPULATED BY THE LAW**

Under full penal and material responsibility I give the following statement that we have respected the obligations derived from the applicable regulations on occupational safety, hiring and work conditions, environmental protection and I also guarantee that I am a holder of the right of intellectual property.

L.S.

\_\_\_\_\_  
(Signature of the authorized person)

\_\_\_\_\_  
(Neatly state the name and surname)

*The form is signed and verified by the seal by the owner or legal representative of the bidder/member of the main contractor who is registered with Serbian Business Registers Agency.*

**Form No. 11a**

**XII STATEMENT FORM ON RESPECTING THE OBLIGATIONS  
STIPULATED BY THE LAW FOR SUBCONTRACTOR**

In accordance with the Article 75 Paragraph 2 of the Public Procurement Law ("Official Gazette of the Republic of Serbia", No. 124/12), I give the following:

**STATEMENT**

**ON RESPECTING THE OBLIGATIONS STIPULATED BY THE LAW**

Under full penal and material responsibility I give the following statement that we have respected the obligations derived from the applicable regulations on occupational safety, hiring and work conditions, environmental protection and I also guarantee that I am a holder of the right of intellectual property.

L.S.

\_\_\_\_\_  
(Signature of the authorized person)

\_\_\_\_\_  
(Neatly state the name and surname)

*The form is signed and verified by the seal by the owner or legal representative of the subcontractor who is registered with Serbian Business Registers Agency.*

**Form No. 11b**

**XII STATEMENT FORM ON RESPECTING THE OBLIGATIONS  
STIPULATED BY THE LAW FOR THE BIDDER OF GROUP OF  
BIDDERS**

In accordance with the Article 75 Paragraph 2 of the Public Procurement Law ("Official Gazette of the Republic of Serbia", No. 124/12), I give the following:

**STATEMENT**

**ON RESPECTING THE OBLIGATIONS STIPULATED BY THE LAW**

Under full penal and material responsibility I give the following statement that we have respected the obligations derived from the applicable regulations on occupational safety, hiring and work conditions, environmental protection and I also guarantee that I am a holder of the right of intellectual property.

L.S.

\_\_\_\_\_  
(Signature of the authorized person)

\_\_\_\_\_  
(Neatly state the name and surname)

*The form is signed and verified by the seal by the owner or legal representative of the member of the group of bidders who is registered with Serbian Business Registers Agency.*

**Form No. 12**

**REFERENCE LIST OF THE BIDDER**

Indicate Sybase и Oracle licenses that were delivered during 2011, 2012 and 2013

No.	Referent Purchaser	Name of the contact person Telephone number	Total by invoices	Date and number of the signed contract
	TOTAL:			

Notes: The form is signed and verified by the seal by the bidder even if there are no references.

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

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

L.S.

Bidder

\_\_\_\_\_  
(Signature of the authorized person)



**Form No. 13**

Name: \_\_\_\_\_

Headquarters: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Registration number: \_\_\_\_\_

TIN: \_\_\_\_\_

In accordance with the Article 46 Clause 5 Sub-paragraph 1 of the Public Procurement Law ("Official Gazette of the Republic of Serbia", No. 124/12), we submit

**THE CERTIFICATE**

By which we confirm that our supplier \_\_\_\_\_  
(Enter name and address of the supplier)  
during 2011, 2012 and 2013 has delivered in total:

-Sybase licenses in the amount of \_\_\_\_\_ RSD,

-Oracle licenses in the amount of \_\_\_\_\_ RSD,

i.e. total \_\_\_\_\_ RSD.

This Certificate is issued upon request of the  
supplier \_\_\_\_\_  
(Enter name and address of the supplier)

In order to participate in public procurement: Renewal and upgrading of "Oracle" and "Sybase" licenses with accompanying technical support services (JN 18/2014), for the Tax Administration needs, number 404-01-120/2014-G0085 and it cannot be used for other purposes.

The information accuracy verifies by its signature and seal:

L.S. \_\_\_\_\_

Done at \_\_\_\_\_

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

Notes: The form has to be copied and delivered to all procuring entities – purchasers from the reference list.

**REFERENCE LIST OF THE BIDDER**

Indicate Sybase и Oracle licenses that were delivered during 2011, 2012 and 2013.

No.	Referent Purchaser	Name of the contact person Telephone number	Total by invoices	Date and number of the signed contract
	TOTAL:			

Notes: The form is signed and verified by the seal by the bidder even if there are no references.

Done at: \_\_\_\_\_

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

L.S.

Bidder

\_\_\_\_\_  
(Signature of the authorized person)

**Form No. 13a**

Name: \_\_\_\_\_

Headquarters: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Registration number: \_\_\_\_\_

TIN: \_\_\_\_\_

In accordance with the Article 46 Clause 5 Sub-paragraph 1 of the Public Procurement Law ("Official Gazette of the Republic of Serbia", No. 124/12), we submit

**THE CERTIFICATE**

By which we confirm that our supplier \_\_\_\_\_  
(Enter name and address of the supplier)  
during 2011, 2012 and 2013 has delivered in total:

-Sybase licenses in the amount of \_\_\_\_\_ RSD,

-Oracle licenses in the amount of \_\_\_\_\_ RSD,

i.e. total \_\_\_\_\_ RSD.

This Certificate is issued upon request of the  
supplier \_\_\_\_\_  
(Enter name and address of the supplier)

In order to participate in public procurement: Renewal and upgrading of "Oracle" and "Sybase" licenses with accompanying technical support services (JN 18/2014), for the Tax Administration needs, number 404-01-120/2014-G0085 and it cannot be used for other purposes.

The information accuracy verifies by its signature and seal:

L.S. \_\_\_\_\_

Done at \_\_\_\_\_

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

Notes: The form has to be copied and delivered to all procuring entities – purchasers from the reference list.