

**JSC BELGRADE "NIKOLA TESLA" AIRPORT
11180 Beograd 59**

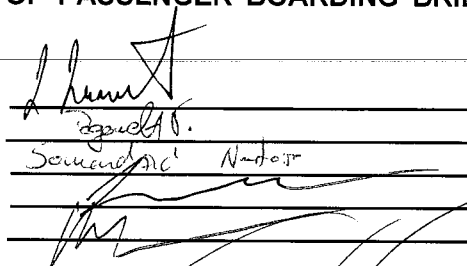
**TENDER DOSSIER
FOR PUBLIC PROCUREMENT OF "REHABILITATION AND MODERNIZATION OF
PASSENGER BOARDING BRIDGES C1-C5" No.102/2013
in an open procedure**

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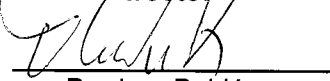
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**MEMEBERS OF THE COMMITTEE AGREED TO TENDER DOSSIER FOR SUPPLY OF
"REHABILITATION AND MODERNIZATION OF PASSENGER BOARDING BRIDGES
C1-C5" No.102/2013.**

1. Dragan Dimitrijević, President
2. Goran Radošević, Member
3. Nataša Samardžić, Member
4. Dejan Dumkić, Member
5. Saša Nikolić, Member, P.P.Office



**Technical Maintenance Department
Director**



Predrag Babić

1. GENERAL PROCUREMENT INFORMATION

INFORMATION ON THE PURCHASER:	
Name of Purchaser:	Joint-Stock Company Belgrade Nikola Tesla Airport
Address:	11180 Beograd 59
Address (city and municipality):	Belgrade, Surčin
Registration Number:	07036540
TIN number:	100000539
Activity code of the	5223
Internet address of the Purchaser	www.beg.aero
Director or a person authorized to sign the Agreement on Public Procurement:	Velimir Radosavljevic
Contact person:	Dragan Dimitrijević
Telephone number of contact person:	+381 64 8485 120
Fax number of the contact person:	/
e-mail of the contact person:	dragan.dimitrijevicv@beg.aero
GENERAL PUBLIC PROCUREMENT INFORMATION	
The subject of procurement services	"REHABILITATION AND MODERNIZATION OF PASSENGER BOARDING BRIDGES C1-C5"
Public procurement number	102/2013
The type of public proc. procedure	OPEN PROCEDURE
Implementation of the procedure	The procedure is implemented for conclusion of the public procurement contract

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2. SUBJECT OF PUBLIC PROCUREMENT DATA

Description of the subject of procurement procurement:

"REHABILITATION AND MODERNIZATION OF PASSENGER BOARDING
BRIDGES C1-C5"

Name and designation of the general acquisition vocabulary:

IA10 - Modernization

3. TYPE, TECHNICAL CHARACTERISTICS (SPECIFICATION), QUALITY, QUANTITY AND DESCRIPTION OF THE SUBJECT OF PUBLIC PROCUREMENT

Technical description and technical specification of the new equipment which will be replace the old one.

PBBs predicted for refurbishment:

PBB	Type	Serial number	Year of production
C1	PTT 200/410-3CA	040201	2004
C2	PTT 175/360-3CA	040202	2004
C3	PTT 230/385-2CA	040203	2004
C4	PTT 175/360-3CA	040204	2004
C5	PTT 230/385-2CA	040205	2004

All PBBs are equipped with PCA device that is attached to them.

The appearance of the existing platform C is in attachment.

Aircraft that use this platform should use it in the future too. List of aircraft is in attachment.

Pictures of PBBs are in attachment.

PBBs operate in the temperature range from -25 °C to 50 °C

A crane and a forklift truck, necessary for installation of the new equipment, will be provided by the PURCHASER

Note:

If any specification item that deviates from Purchaser's demand it is necessary to make supplement to the Tender template with description of the differences.

Tenderer:	
Country of origin:	

GENERAL:

REQUIREMENTS TO BE MET	Tenderer answers with Y for yes, N for no, or value
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Life cycle and availability period of spare parts for new equipment:	
• Minimum 15 years	

Warranty period for the works:	
• minimum 2 years	

Standards and regulations (Manufacturer must submit enclosed letter of statement that new equipment fulfils the	
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next standards and regulations):	
• IATA, AHM 922.	
• AWS (American Welding Society) or DIN EN 729-2 DIN 18800-7, for welded joints	
• EN 98/37/EG, FEM or AISG or CEN, ASTM, SAE for Mechanical construction elements and material	
• IEC (International Electro technical Commission) and CENELEC (European Committee for Electro technical Standardisation) for electrical installations and PLC device	
• EU-OSHA and OSHA for Occupational Safety and Health	
• NFPA and ISO3795:1989 for fire safeguarding regulation	
• EN 12312-4-2003 + A1:2009, Aircraft Ground Support Equipment – Specific Requirements: Part 4 – Passenger Boarding Bridges	

CONTROL SYSTEM:

The new Control desk:	
• Industrial PLC designed for working on industrial environments, not being affected by movements or high temperature changes.	
• Easy access for maintenance operation and possibility of replacing a damaged component only.	
• Joystick works only with digital signals.	
• PBB control must be done through the control lever and buttons:	
○ Joystick must control horizontal motions: extend / retract and left / right	
○ PBB UP and DOWN movement must be done using separate buttons	
○ Cabin rotate must be done using separate buttons too.	
• As the control stick is moved progressively from the neutral position, bridge speed increases proportionally with the position of the joystick.	
• All bridge motion controls must be momentary, contact-type (deadman) pushbuttons or joystick	
• The control console must be equipped with an emergency push button switch for discontinuing all bridge movement.	

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<ul style="list-style-type: none"> The control console must contain a Human Machine Interface (HMI) consisting of a graphical display providing the operator with control interfaces, bridge set up displays, maintenance / diagnostic information, wheel position information, and fault / limit / status messages. 	
<ul style="list-style-type: none"> From this place PBB can be turned off, turned on and put into "auto level" mode when the PBB is in contact with the plane 	
<ul style="list-style-type: none"> From here operator controls lights, air conditioning, canopy and other commands. 	
<ul style="list-style-type: none"> Must have a "user friendly interface" ergonomic desk where they will find pictures from the camera that captures the state of the rotunda to the aircraft (the platform below the PBB must be visible), information on the position of the wheels relative to the axis of symmetry of the bridge, PBB position, activating "auto level" regime, the limiting values of air-bridge (Audible and visual signal) - when it exceeds this limit of PBB all functions are automatically closed The error in the work of "auto level" mode (red indicator light), on reaching the threshold of steering wheels turning etc. Through this interface workers may with the appropriate code access PBB parameter set up. 	
<ul style="list-style-type: none"> Must have the historical list of all movements and commands and availability to download that list on USB portable device. 	
<ul style="list-style-type: none"> replacement all of the old PBB electrical components and components from the APP cabinet electrical panel which will allows having a better adaptation of all the new system modifications and refurbishments: the new control system, the new motion systems and the new security systems. 	

NOTE:

PBB Management and all necessary information on the operation of essential systems is achieved using a Programmable Logic Controller (PLC), which must meet the standard IEC 61131st

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ELEVATION SYSTEM

Elevation system	
<ul style="list-style-type: none"> The elevation frame is made up by the two elevation telescopic columns which house a simple effect cylinder inside. The interior guide tube is fixed to the lower cross beam while the exterior guide tube of the elevation column is tightly held by screws to the exterior tunnel. 	
<ul style="list-style-type: none"> Low-friction and low-wear plastic support plates between interior and exterior guide tube. 	
<ul style="list-style-type: none"> The elevation frame unit or assembly is dimensioned in such a way that the Loading Bridge can continue in mechanical service and structurally, even when one of the cylinders fails to operate. The other one can support the PLB unit. 	
<ul style="list-style-type: none"> The cylinders design keep them free for any stress which is not compression. 	
<ul style="list-style-type: none"> System that preventing the accidental lowering of the cylinder in the event of an eventual breakage of the hoses. 	
hydraulic group	
<ul style="list-style-type: none"> All of the hydraulic components are laid out in such a way as to enable easy access for maintenance purposes. 	
<ul style="list-style-type: none"> The tank is fitted with a hydraulic fluid viewer on its outside and a side access to the valve block 	
<ul style="list-style-type: none"> IP 55 Protection or better 	
<ul style="list-style-type: none"> Waterproof welding joints 	
<ul style="list-style-type: none"> Non-corrosive (All materials for external construction shall be non-corrosive or treated to be non-corrosive). 	

SAFETY SYSTEMS

Auto-levelling Arm System	
<ul style="list-style-type: none"> The arm is designed with redundant sensors to ensure perfect detection. 	
<ul style="list-style-type: none"> The system has: heights control signals and a signal in case of the rubber wheel has no contact with the 	

plane.	
<ul style="list-style-type: none"> Is located outside the canopy and it is not accessible from the inside, avoiding it being touched accidentally or moved by any person in the passage. 	
<ul style="list-style-type: none"> There is a cover to protect the wheel for external inclemency's. 	
<ul style="list-style-type: none"> Easy access for maintenance operation 	
Safety Shoe System:	
<ul style="list-style-type: none"> The system is controlled with an electronically device which advise in case of having any short-circuit on the safety shoe system and devise 	
The video colour camera:	
<ul style="list-style-type: none"> Installed in a weatherproof casing In order to avoid any problems regarding the entry of water in the device. 	
<ul style="list-style-type: none"> With a warming device to avoid condensation in low temperatures. 	
<ul style="list-style-type: none"> Video camera with auto-iris. 	

THE MEASURES SYSTEMS:

<ul style="list-style-type: none"> New elevation measure system operates based on laser or ultrasonic technology. 	
<ul style="list-style-type: none"> New extension measure system operates based on laser or ultrasonic technology. 	
<ul style="list-style-type: none"> Option to visualize and control on real time in the operation control desk the height and the extension distance of the PBB. 	

PBB (Passenger Boarding Bridge) MAINTENANCE

<ul style="list-style-type: none"> The supplier must provide quality training for 8 employees of the Purchase who will be responsible for regular maintenance of PBB and training of other employees who will work on maintenance of PBB, as per Purchaser's need. 	
<ul style="list-style-type: none"> The supplier must provide PBB training for supervisors, must provide a link for the representatives of the school centre, who will later train new supervisors. 	

DOCUMENTATION

Which must be submitted to the user:	
<ul style="list-style-type: none">Detailed instructions for safe operation and use of the PBB (hard copy and an electronic form)	
<ul style="list-style-type: none">Detailed instructions for maintenance (preventive maintenance requirements, corrective maintenance procedures and problem solving procedures) (hard copy and an electronic form)	
<ul style="list-style-type: none">Technical drawings with all technical specifications (hard copy and an electronic form)	
<ul style="list-style-type: none">On-line diagram (hard copy and an electronic form)	
<ul style="list-style-type: none">Wiring scheme (hard copy and an electronic form)	
<ul style="list-style-type: none">A list of all the parameters of PBB settings (hard copy and an electronic form)	
<ul style="list-style-type: none">Certificate of safe use of PBB	
<ul style="list-style-type: none">Spare parts list (list of recommended spare parts for the first two years of operation, after expiry of the maintenance period) with the codes of all elements in the system (hard copy and an electronic form)	
<ul style="list-style-type: none">and other accompanying documents	

NOTE:

All documents must be submitted in accordance with the Air Transport Association (ATA) Specification 101: Ground Equipment Technical Data.

Note:

- The Tenderer shall submit Operating and Maintenance Manual.

Tenderer's name,
signature of
authorised person
and seal

4. CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE FROM ART. 75 AND ART. 76 OF THE PUBLIC PROCUREMENT LAW AND INSTRUCTIONS HOW TO PROVE THEIR FULFILMENT

4.1 CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE FROM ART. 75 AND ART. 76 OF THE PUBLIC PROCUREMENT LAW FOR TENDERERS

MANDATORY CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE FROM ART. 75, PARAGRAPH 1 OF THE PUBLIC PROCUREMENT LAW	
The Tenderer in the public procurement procedure has to prove that he fulfils stated mandatory conditions for participation in the subject public procurement procedure	Evidence of eligibility
1. Tenderer has to be registered with the competent authority, i.e. entered in the relevant register.	For legal entities
	Extract from the Register of Business Registers Agency, or an extract from the registrar of the competent Commercial Court
	For entrepreneurs
	Extract from the Register of Business Registers Agency, or an excerpt from the relevant register.
	For natural persons
	Natural persons do not submit this evidence.
2. Tenderer and Tenderer's legal representative may not be convicted of any of the offenses as a member of an organized criminal group, can not be convicted of crimes against the economy, crimes against the environment, the offense of receiving or giving bribes, the crime of fraud.	For legal entities
	<p>1) FOR THE LEGAL REPRESENTATIVE OF LEGAL ENTITY - a certificate from the criminal records of the competent police department of the Ministry of the Interior - Request for issuance of the certificate may be filed by place of birth and the place of residence. In the case that legal entity has more than one legal representative, the evidence is submitted for each of them.</p> <p>2) FOR THE LEGAL ENTITY - for organized crime - CERTIFICATE OF SPECIAL DEPARTMENT (FOR ORGANIZED CRIME) OF THE HIGHER COURT IN BELGRADE, Belgrade, confirming that the Tenderer (legal entity) has not been convicted for any of the crimes as a member of an organized criminal group. In this regard, the website of the Higher Court in Belgrade published a notice http://www.bg.vi.sud.rs/lt/articles/o-</p>

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	<p>visem-sudu/obavestenje-ke-za-pravna-lica.html</p> <p>3) FOR THE LEGAL ENTITY - for crimes against the economy, environment, the crime of receiving or giving bribes, the crime of fraud - CERTIFICATE OF PRIMARY COURT (which includes data from criminal records for crimes within the jurisdiction of ordinary criminal department of the High Court) in whose territory the seat of the local legal entities, or the seat of representative office or branch of a foreign legal entity, certifying that the Tenderer (legal entity) has not been convicted of crimes against the economy, crimes against the environment, the crime of receiving or giving bribes, criminal an act of fraud. <u>Special note:</u> If the certificate of primary court does not include information from criminal records for crimes within the jurisdiction of ordinary criminal department of the High Court, it is necessary in addition to certificate of the Primary to submit also CERTIFICATE OF THE HIGHER COURT in whose jurisdiction is the head office of the domestic legal entity or representative office or branch of a foreign legal entity, certifying that the Tenderer (legal entity) has not been convicted of crimes against the economy and the crime of receiving bribe against economy and the crime of bribery.</p>
	<p>For entrepreneurs</p> <p>Criminal record extract or certificate of the competent court and the police department of the Ministry of Internal Affairs that the legal person, or his legal representative (or more if any) has not been convicted of any of the offenses as a member of an organized crime group and has not been sentenced for crimes against the economy, crimes against the environment, the offense of receiving or giving bribes, the crime of fraud.</p> <p>Request for this may be submitted according to the place of birth or the place of residence.</p> <p>For natural persons</p> <p>Criminal record extract or certificate of the competent court and the police department of the Ministry of Internal Affairs that the</p>




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	<p>legal person, or his legal representative (or more if any) has not been convicted of any of the offenses as a member of an organized crime group and has not been sentenced for crimes against the economy, crimes against the environment, the offense of receiving or giving bribes, the crime of fraud.</p> <p>Request for this may be submitted according to the place of or the place of residence.</p>
<p>3. The Tenderer must fulfill the condition that he has not been rendered any measure prohibiting it to carry out the activities being subject of the public procurement, being in force at the time of announcement, i.e. submission of the invitation to tender.</p>	For legal persons
	Certificate of the Commercial and Magistrates Court that he has not been rendered measure prohibiting it to carry out the activities or confirmation of the Business Registers Agency that they did not register measure of prohibition to carry out the activities for this company.
	For entrepreneurs
	Certificate of the Magistrates Court that he has not been rendered measure prohibiting it to carry out the activities or confirmation of the Business Registers Agency that they did not register measure of prohibition to carry out the activities for this economic entity.
	For natural persons
	Certificate of the Magistrates Court that he has not been rendered measure prohibiting it to carry out certain activities.
	For legal entities
<p>4. The Tenderer must fulfill the condition that he has settled his legal obligations in respect of tax, contribution and other public duties payment, as prescribed by regulations of the Republic of Serbia or foreign country when Tenderer's head office is on its territory.</p>	Certificate of Tax Administration of the Ministry of Finance and Economy that he has settled due taxes and contributions and Certificate of the competent local authorities that he has settled obligations in terms of local public revenues.
	For entrepreneurs
	Certificate of Tax Administration of the Ministry of Finance and Economy that he has settled due taxes and contributions and

	Certificate of the competent local authorities that he has settled obligations in terms of local public revenues.
	For natural persons
	Certificate of Tax Administration of the Ministry of Finance and Economy that he has settled due taxes and contributions and Certificate of the competent local authorities that he has settled obligations in terms of local public revenues.
ADDITIONAL CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE FROM ART. 76 OF THE PUBLIC PROCUREMENT LAW	
The Tenderer in the public procurement procedure has to prove that he fulfils stated additional conditions for participation in the subject public procurement procedure	Evidence of eligibility
5. The Tenderer must have sufficient business capacity available for this public procurement. Under sufficient business capacity the Purchaser understands, that the Tenderer in the last three years, before the date invitation to tender is published, has performed the same or similar service on at least 5 passenger boarding bridges.	Provide confirmation of a Customer (or more of them) to whom the Tenderer performed the same or similar service being subject of this public procurement, which will explicitly show the service performed, the number of air bridges the services were rendered on and the date of completion of services, certified and signed by the Customer.

Note:

- Tenderers who are registered in the register maintained by the Agency for Business Registers are not required to submit proof of item 1 (extract from the register of the Business Registers Agency), because it is evidence that is publicly available on the website of the Business Registers Agency.
- Tenderers who are registered in the Register of Tenderers based on Art. 78 of the PPL are not required when submitting tenders to furnish proof of compliance with the requirements of Art. 75, paragraph 1, items 1) to 4) , but they are required to state in their tenders that they are registered in the Register of Tenderers kept by the Agency for Business Registers.

Handwritten signatures and initials:




If in the state in which the Tenderer is based they do not issue eligibility evidence (evidence from Template 4) The Tenderer may instead of evidence, submit his written statement, made under penalty of perjury certified before a court or administrative body, notary or other competent authority of the state ..

If the Tenderer is based in another country the Purchaser can verify whether the documents by which the Tenderer proves fulfilment of required conditions are issued by that state.

STATEMENT OF THE TENDERER:

Pursuant to Article 79 Paragraph 9 of the Public Procurement Law (" Official Gazette of the Republic of Serbia", no. 124/12) under full moral, material and criminal responsibility I declare that the Tenderer _____ (name of Tenderer) meets the requirements of Article 75 (Sections 1 to 4) of the Public Procurement Law, specified in Template 4 of the Tender Dossier (items 1 to 4), to participate in the procurement procedure **"REHABILITATION AND MODERNIZATION OF PASSENGER BOARDING BRIDGES C1-C5" No. 102/2013.**

Under the full moral, material and criminal responsibility I claim that in the country where our headquarters are located _____ (name of the country) are not issued following evidences under Article 77 of the Public Procurement Law, stated in Template 4 of the Tender Dossier (items 1 to 4) as follows:

- 1) Extract from the Register of Business Registers Agency, or an extract from the registrar of the competent commercial court;
- 2) Criminal record extract or certificate of the competent court and the police department of the Ministry of Internal Affairs that the legal person, or his legal representative (or more if any) has not been convicted of any of the offenses as a member of an organized crime group and has not been sentenced for crimes against the economy, crimes against the environment, the offense of receiving or giving bribes, the crime of fraud;
- 3) Certificate of the Commercial and Magistrates Court that he has not been rendered measure prohibiting it to carry out the activities or confirmation of the Business Registers Agency that they did not register measure of prohibition to carry out the activities for this company;
- 4) Certificate of Tax Administration of the Ministry of Finance and Economy that he has settled due taxes and contributions and Certificate of the competent local authorities that he has settled obligations in terms of local public revenues.

NOTE: Encircle one or more of the evidences from Article 77 of the Public Procurement Law (evidences from Template 4, items 1 to 4 of Tender Dossier), which are not issued in the country in which the Tenderer is based. Other evidences that the state of his headoffice issues shall be presented together with the tender.

Place and date:

Tenderer (Name, signature of authorized person and seal)

NOTE: Tenderer's Statement must be certified before a court or administrative body, notary or other competent authority of that state.

4.2. TERMS OF ARTICLE 75 PARAGRAPH 2 LAW ON PUBLIC PROCUREMENT

The Tenderer shall, in preparing his tender, explicitly state that he adhered to obligations under the applicable regulations on safety at work, employment and working conditions, environmental protection, and to guarantee that he is the holder of intellectual property rights. The fulfillment of these conditions tenderer proves with the following statement.


STATEMENT OF THE TENDERER:

Pursuant to Article 75 Paragraph 2 of the Public Procurement Law (" Official Gazette of the Republic of Serbia" No. 124/12) under full moral and legal responsibility I declare that the Tenderer _____

_____ (state tenderer's name), in the preparation of tender for participation in the public procurement **"REHABILITATION AND MODERNIZATION OF PASSENGER BOARDING BRIDGES C1-C5"** No. 102/2013, has complied with the applicable regulations on the safety at work, employment and working conditions, the environment, and that the Tenderer guarantees that he is the holder of intellectual property rights.

Place and date: _____

Name of the Tenderer or
an authorized member of the group,
authorized person signature and seal



4.3. INSTRUCTIONS ON HOW TO PROVE FULFILMENT OF CONDITIONS

If the Tenderer submits the tender independently, he proves fulfilment of conditions from Article 75 and 76 of the Public Procurement Law, described in Table 4.1., by submitting the evidence stated in Table 4.1. of Template 4 of the Tender Dossier.

If tender is submitted by a group of Tenderers (joint tender), each Tenderer from a group of Tenderers must meet the requirements for participation in the procurement procedure under Article 75 Paragraph 1 points 1) to 4) of the Public Procurement Law ("Official Gazette of the Republic of Serbia" 124/12). Conditions are described in points 1) to 4) of Table 4.1. of Template 4 of the Tender Dossier, and they prove fulfilment by submitting evidence given in Table 4.1. Additional requirements from Article 76 of the Public Procurement Law, which are described in Section 5) Table 4.1., in Template 4 of the Tender Dossier, they meet together by submitting evidence given in Table 4.1., item 5).

In case of tender with subcontractor, the Tenderer shall deliver evidence for the subcontractor that the requirements of Article 75 Paragraph 1 items 1) to 4) of the Public Procurement Law ("Official Gazette of the Republic of Serbia" No. 124/12), as described in items 1) to 4) of Table 4.1. of Template 4 of the Tender Dossier have been fulfilled.

If a public procurement contract is concluded, the subcontractor shall be stated in the contract.

Requirements of Article 75 Paragraph 2 Law on Public Procurement. Tenderer shall, with the tender, submit a completed and signed statement of item 4.2. of this Template.

Method of delivery of evidence is prescribed by Article 79 of the Public Procurement Law ("Official Gazette of the Republic of Serbia" 124/12).

If the Tenderer is a legal entity the evidence in Table 4.1., items 2), 3) and 4) may not be older than two months before tender opening. Evidence from Table 4.1., item 3) must be issued after the publication of the invitation to tender.

If the Tenderer is an entrepreneur the evidence in Table 4.1., points 2), 3) and 4) may not be older than two months before tender opening. Evidence from Table 4.1., item 3) must be issued after the publication of the invitation to tender.

If the Tenderer is a natural person the evidence in Table 4.1., items 2) and 4) may not be older than two months before tender opening. Evidence from Table 4.1., item 3) must be issued after the publication of the invitation to tender.

5. INSTRUCTIONS TO TENDERES

LANGUAGE

1. Tender must be in Serbian or English.

TENDER CONTENT

2. Tender is submitted in writing and must contain the following elements:
 - Duly completed, sealed and signed tender template Type, technical characteristics (specification), quality, quantity and description of the subject of public procurement (Template 3);
 - Duly completed, sealed and signed statement on fulfilment of requirements from Art 75, paragraph 2 of the Public Procurement Law (Template 4, item 4.2);
 - Documents proving fulfilment of requirements from Art 75 and 76 of the Public Procurement Law in Template 4 – table 4.1 of the Tender Dossier;
 - Duly completed, sealed and signed Tender Template (Template 6);
 - Duly completed, sealed and signed Draft contract (Template 7);
 - Duly completed, sealed and signed Statement on independent tender (Template 8);
 - Duly completed, sealed and signed Price structure template (Template 9);
 - Duly completed, sealed and signed (by the Garant – Band) binding Bank statement on issuance of Performance Bond in the amount of 10% of tender value in the form of Appendix 1a of Template 10 – Financial security instruments;
 - Duly completed, sealed and signed (by the Garant – Band) binding Bank statement on issuance of the guarantee for elimination of deficiencies within the warranty period in the amount of 10% of tender value in the form of Appendix 2a of Template 10 – Financial security instruments.

If the tender does not include all above elements, it will be rejected as unacceptable.

TENDER FORM

- Tenderer is made in writing in A4 format.

Tender is made by entering requested data in the templates that are integral parts of the Tender Dossier.

It is desirable that all documents in the tender are connected so that they can not be subsequently inserted, removed or replaced by single sheets, i.e. enclosures.

The Tenderer shall submit his tender in a sealed envelope.

Tender Template (Template 6) should be filled in according to given columns, by entering elements for evaluation of tender into the given template.

Tender must not contain the words entered between the lines, deleted word or words written one over another, except when necessary to correct the mistakes that Tenderer has made. In this case such corrections shall be verified by the Tenderer, otherwise the tender will be rejected as unacceptable.

TENDER WITH ALTERNATIVES

4. Tender with alternatives is not allowed. The tender containing alternatives will be rejected as unacceptable.

SUBMISSION OF TENDER

5. The Tenderer shall submit his tender directly in the archive of the Purchaser (in the period from 08.00 to 16.00h) or by mail at the address of the Purchaser – JSC Belgrade Nikola Tesla Airport, 11271 Surčin. The tenderer shall submit his tender in a sealed envelope, sealed in a way that during opening session it can be established with certainty that it is being opened for the first time.

The tenderer may submit only one tender.

6. Within the term for submitting of tenders, the tenderer may alter, amend or withdraw its tender. In this case, the tenderer will amendment, supplement or revocation of his tender submit in a sealed envelope or box with a note on the envelope that it is the amendment or revocation of tender. In case of amendment or supplement to the tender envelope or box must indicate the tenderer's name, number and name of the subject public procurement and the words "Amendment or supplement to the tender-DO NOT OPEN". In case of cancellation of tender envelope or box must indicate the tenderer's name number and name of the subject public procurement and the words "Cancellation of Tender – DO NOT OPEN".

7. The Tenderer who submitted a tender independently may not at the same time participate in the joint tender or as subcontractor, nor can the same person participate in more joint tenders.

AMENDMENT OF TENDER DOSSIER

8. The Purchaser reserves the right prior to the deadline for submission of bids, or within the period defined by the Public Procurement Law, to make amendment and supplement of tender dossier.

Any amendment or supplement to the tender dossier will be published in the Public Procurement Portal of the Public Procurement Administration, www.portal.ujn.gov.rs and the Internet address of the Purchaser www.beg.aero.

If the Purchaser amends or supplement tender dossier eight or fewer days before the deadline for submission of tenders, the Purchaser shall extend the deadline for submission of tenders and all tenderers will be notified of accordingly.

TENDER WITH SUBCONTRACTOR

9. In case the Tenderer acts with subcontractor he is obliged to indicate in the tender that he will part of execution of the public procurement delegate to subcontractor, the percentage of the total value of procurement which will be delegated to the subcontractor as well as the part of subject procurement which will be executed through the subcontractor.

- The percentage of the total value of procurement to be delegated to subcontractor/ subcontractor may not be higher than 50%;
- The Tenderer is obliged to submit for subcontractors evidences on fulfilment of requirements requested the instructions how to prove eligibility;
- The Tenderer shall on request of the Purchaser, enable him access with the subcontractor to establish his fulfilment of the requirements.
- The Purchaser may, at the request of the subcontractor and where the nature of the subject of procurement allows, transfer due receivables directly to subcontractor for the

part of procurement to be executed through the subcontractor. Before making a decision on the transfer of due receivables directly to subcontractor the Purchaser will allow the Supplier to object within 5 days after receiving the Purchaser's invitation if receivables are not matured. This does not affect the rule that the Tenderer i.e. Supplier is fully responsible to the Purchaser for the fulfilment of obligations under the public procurement procedure that is for execution of contractual obligations, regardless of the number of subcontractors.

SUBMISSION OF JOINT TENDER

10. In the case of a joint tender, an integral part of a joint tender must be agreement in which the tenderers from the group of tenderers among themselves and towards the Purchaser undertake to execute subject public procurement, which shall contain the following information:

- Member of the group who will be the holder of the job, i.e. submit the tender and represent the group before the Purchaser (authorized member);
- The tenderer who will on behalf of the group sign the contract;
- The tenderer who will on behalf of the group provide security instrument;
- The tenderer who will issue the invoice;
- The account to which the payment shall be made;
- Obligations of each of the Tenderer from the group of tenderers.

PAYMENT, PERIOD OF EXECUTION OF WORKS, WARRANTY

11. The Tenderer shall in Tender Template (Template 6) give the precise manner and terms of payment. The Tenderer shall offer deferred payment at least 15 days from the date of certification of invoices by the Purchaser for the quality and timely service provided, which is the subject of this procurement, otherwise the bid will be rejected as unacceptable. Payment will be done in phases, i.e. upon execution of service for each one (1) passenger boarding bridge.

12. The Tenderer shall in Tender Template (Template 6) state the warranty period for executed service, which may not be less than 24 months from the date of execution of complete service, i.e. signing of the Minutes on handover of the service for the last of five (5) abridges, otherwise the tender will be rejected as unacceptable.

13. The Tenderer shall in Tender Template (Template 6) specify the period for execution of service being subject of public procurement, which may not be longer than 150 days from the date of the written invitation by the Purchaser, otherwise the tender will be rejected as unacceptable.

CURRENCY AND PRICE

14. Tenderer may display prices in RSD or EUR. If the Tender gives price in EUR, for the conversion of price into dinars used the middle exchange rate of NBS will be used, valid on the date when tender opening started.

The price must include the cost of implementation of public procurement as per technical specification specified in Template 3 of tender dossier and all other related costs necessary for the implementation of public procurement.

The price must include all costs which include at least the following: the price of service, material, labor, necessary machinery, work resources, all forms of energy and water, the cost of equipment, internal and external transportation, adequate protection of existing installations and appliances from damage during execution of services, fees, duties, night work, work on Sundays and holidays, insurance of workers, mobilization and demobilization of the site, site organization, safety protection measures, utilities, warranties, insurance costs, costs of obtaining and renewal

of permits to enter the restricted area of the airport for workers, personnel, machinery and contractors equipment.

The prices quoted in the offer are fixed during the term of the Contract and may not be increased.

VALIDITY OF TENDER

15. The Tenderer shall in Tender Template (Template 6) precisely state tender validity which shall not be less than 90 days from the date of tender opening, and if the period of tender validity is shorter, the Purchaser will reject such tender as unacceptable. In case of expiration of the tender, the Purchaser shall request in writing extension of tender validity. The Tenderer who accepts the request for the extension of the tender may not change the tender.

CONTRACT SECURITY INSTRUMENT

16. Together with the tender, The Tenderer shall submit completed, sealed and signed (by the guarantor – bank) binding bank statement on issuance of Performance Bond in the amount of 10% of tender value, in the form of Appendix 1a of Template 10 – Financial security instrument and completed, sealed and signed (by the guarantor – bank) binding bank statement on issuance of the Guarantee for elimination of deficiencies within the warranty period in the amount of 10% of tender value in the form of Appendix 2a of Template 10 – Financial security instruments, otherwise the tender will be rejected as unacceptable.

The tenderer shall at conclusion of contract, submit to the Purchaser Performance Bond to the amount of 10% of the total value of contract, VAT excluded. Performance Bond shall have validity 15 days after the date of execution of the complete service being subject of public procurement, i.e. signing of the Minutes on handover of the service for the last of five (5) passenger boarding bridges.

In case the tenderer is based in a foreign country, he is required to submit a bank guarantee by SWIFT messages within three (3) working days from the date of contract conclusion.

The bank guarantee shall be irrevocable, unconditional, without right to protest and payable on the first call.

If during the term of the contract, for any reason, the deadlines for execution of contractual obligations are changed, the Tenderer must extend the Performance Bond in accordance with the instructions of the Purchaser. The Purchaser's request is that each of the bank guarantees be valid at least 15 days after the expiration of such altered period.

The Tenderer shall, during the handover of the service, being subject of public procurement, for the last of five (5) air bridges, i.e. signing of the Minutes on handover of the service for the last of five (5) air bridges, present to the Purchaser bank guarantee in the amount of 10 % of the contract value, VAT excluded, for elimination of deficiencies within the warranty period. Bank guarantee for elimination of deficiencies within the warranty period shall have validity 30 days after the date of expiration of the warranty period, calculated from the date of signing of the Minutes on handover of the service for the last of five (5) air bridges.

The bank guarantee for elimination of deficiencies within warranty period shall be irrevocable, unconditional, without right to protest and payable on the first call.

In case there is a need for extension of bank guarantee, the Tenderer must promptly extend the bank guarantee, or at least 15 days prior to the expiration of their validity, and if it does not, the Purchaser may activate any bank guarantee which validity period was not extended.

The Tenderer may submit a guarantee of the foreign bank only if the bank is granted credit rating which corresponds to at least level 3 credit quality (investment grade).

Credit rating of paragraph 3 this article is assigned by rating agency that is on the list of eligible rating agencies which, for the rating which is in accordance with the regulations published by the National Bank of Serbia or eligible rating agency on the list of registered and certified rating agencies published by the European Securities and Markets Authorities – (ESMA).

CONFIDENTIALITY OF DATA AND DOCUMENTATION

17. Data which the Tenderer justifiably marks as confidential will solely be used for public procurement realization purpose and will not be available to anybody outside the circle of persons involved in the public procurement procedure. These data shall not be disclosed during tender opening nor during continuation of the procedure or later.

The Purchaser shall keep confidential all information about the Tenderers contained in the tender, which is the Tenderer marked as such in its tender, in accordance with the law.

The Purchaser shall treat as confidential such documents that in their upper right corner have the word "CONFIDENTIAL" written in capital letters. The Purchaser is not responsible for the confidentiality of the data that are not marked as stated above.

Tenderer cannot mark as confidential the price and other information from the tender relevant for implementation of criterion elements and ranking of tenders.

ADDITIONAL INFORMATION OR CLARIFICATIONS

18. If any clarifications with the reference to these instructions are necessary, the Tenderer may request additional information or clarifications in writing regarding preparation of tender not later than 5 days before expiry of tender submission deadline. Request for additional information or clarifications is submitted in one of the following ways:

- By mail to the address: JSC Belgrade "Nikola Tesla" Airport, 11271 Surcin with indication: "Additional information or clarifications for public procurement No.102/2013 **"REHABILITATION AND MODERNIZATION OF PASSENGER BOARDING BRIDGES C1-C5"** for the Committee President- Dragan Dimitrijević".
- By e-mail: javnenabavke@beg.aero.

FURTHER EXPLANATIONS, CONTROL AND ALLOWED CORRECTIONS

19. Purchaser, during the expert evaluation of the tenders may require additional explanations from tenderers that will help him in the examination, evaluation and comparison of tenders, and may exercise control (insight) with the tenderer, i.e. his subcontractor.

Purchaser may, with the consent of the tenderer, correct calculation errors observed when considering tender after the tender opening session. In case of differences between the unit price and total price, the prevailing price is the unit price. If the tenderer does not agree with the correction of calculation errors, the Purchaser will reject his tender as unacceptable.

NEGATIVE REFERENCES

20. The Tenderer who has a negative reference in the field, which is not the same type of public procurement shall submit contractual obligations security instrument from item 16 of these instructions in the manner and within the time limits set out in item 16, but in the amount of 15% of the offered value.

CONTRACT AWARD CRITERIA

21. The criterion for avaluation of tenders is the lowest price offered.

SPARE CRITERION FOR CONTRACT AWARD

22. In case that two or more tneders have the same lowest offered price, the Purchaser shall as the most favourable select the tender of the Tenderer who offered longer warranty period for the service being subject of this public procurement.

ADDITIONAL CRITERIA FOR CONTRACT AWARD

23. The Tenderer shall submit with tender completed, signed and certified statement of Template 4, item 4.2. of the Tender dossier as evidence that, in preparing his tender, he respected the obligations arising from current regulations on safety at work, employment and working conditions, environmental protection, and guarantees that he is the holder of intellectual property rights.

24. Liability for the use of patents, as well as liability for breach of protected intellectual property rights of third parites shall be borne by the Tenderer.

PROTECTION OF TENDERER'S RIGHTS

25. In case the Tenderer considers that his rights have been violated during public procurement procedure, he may file a request for protection of rights, i.e. act pursuant to provisions of the laws regulating the procedure for protection of rights (Art 148-159 of the Public Procurement Law).

The request for protection of rights may be files by the Tenderer, interested party or business association on their behalf.

☐ Request for Protection of Rights is addressed to the Republic Commission for protection of rights in public procurement procedures and is handed to the Purchaser. A copy of the request for the protection of the rights the applicant at the same time submits to the Republic Commission.

☐ Request for Protection of Rights is delivered directly to the Purchaser's archive (in the period from 08.00 to 16.00 hours), via email at e - mail : javnenabavke@beg.aero , fax (fax number : 011 / 2286-199) or by registered mail with return receipt to the address of the Purchaser -JSC Belgrade Nikola Tesla Airport , 11271 Surčin .

☐ Request for Protection of Rights may be submitted throughout the public procurement procedure, against any acts of the Purchaser, except as otherwise defined by PPL.

☐ Request for protection of rights challenging type of procedure, the content of the invitation to tender or tender documents shall be deemed timely if received by the Purchaser no later than seven days before the deadline for submission of tenders, regardless of the method of delivery.

☐ Upon received decision to award a contract or suspend procedure, the deadline for filing a request for the protection of rights is ten days from the date of receipt of the decision.

☐ On submittee request for the protection of rights The Purchaser shall inform all participants in the procurement process, i.e. publish a notice on submitted request on the public procurement portal, within two days after the date of receipt of the request for the protection of rights .

Claimant shall pay the administrative tax prescribed by Art. 156 of the Public Procurement Law to the budget account of Republic of Serbia No: 840-742221843-57 in the amount of RSD 80,000.00 if he challenges certain act of the Purchaser before the opening of tenders. Money order is filled in with following data:

- Purpose of remittance: republic administrative tax for public procurement (number and name of the subject of public procurement);
- Beneficiary: Budget of Republic of Serbia;
- Payment code: 153;
- Gyro account number: 840-742221843-57;
- Module: 97;
- Reference number: 50016.

If the claimant challenges the decision on the award of the contract fee is RSD 80,000.00 if the tender price of the Tenderer who is awarded contract does not exceed RSD 80,000,000 or the fee is 0.1% of the offered price of the tenderer to whom the contract is awarded if the value is greater than RSD 80,000,000.

If the claimant disputes the decision to suspend the procurement procedure or action from the moment of tender opening up to the decision to award the contract or termination of the proceedings, the fee is RSD 80,000.00 if the estimated value of the procurement (which the claimant will find out at tender opening or from the Minutes on tender opening) is not greater than RSD 80,000,00 or the fee is 0.1% of the estimated value of the public procurement if the value is greater than RSD 80,000,000.

INFORMATION LIKE NAME, ADDRESS AND INTERNET ADDRESS STATE AUTHORITY OR ORGANIZATION WHERE THEY CAN GET THE PROPER TIMELY INFORMATION:

26. Where to get correct data on:

- Tax liability - the name of the state authority: Tax Administration (Ministry of Finance and Economy, Republic of Serbia), address: Save Maškovića 3-5, Belgrade, Serbia, Internet address: www.poreskauprava.gov.rs. Through state authority of the Tax Administration it is possible to get correct information about the address and contact phone of authority or territorial autonomy or local government on tax obligations, administered by these authorities.
- Environmental protection - The name of the state authority: Environmental Protection Agency (Ministry of Energy, Development and Environmental Protection of the Republic of Serbia), address: Nemanjina 22-26, Belgrade, Serbia, Internet address: www.merz.gov.rs Address of Environmental Protection Agency: Roses Jovanovic 27a, Belgrade, Serbia, the Internet address of the Environmental Protection Agency: www.sepa.gov.rs.
- Protection of employment, working conditions - Ministry of Labour and Social Policy of the Republic of Serbia, address: Nemanjina 22-26, Belgrade, Serbia, Internet address: www.minrzs.gov.rs.

DECISION ON AWARD OF CONTRACT

27. The Purchaser shall make decision on contract award within 25 days from the date of tender opening.

DELIVERY OF DECISION, CONCLUSION OF CONTRACT AND NOTIFICATION ON CONCLUDED CONTRACT

28. The Purchaser shall submit decision on award of the contract to all the tenderers within three (3) days of the decision.

The tenderer whose tender is selected as the most favourable, shall conclude public procurement contract with the Purchaser within 8 days from the date of expiry of the deadline for submission of Request for the Protection of Rights.

If the Purchaser fails to submit signed contract to the Tenderer in the said period, the Tenderer is not obliged to sign the contract, which shall not be deemed a waiver of the tender and can not therefore bear any consequences, unless the request for the protection of rights is filed.

If the Tenderer refuses to enter into a public procurement contract, the Purchaser may conclude the contract with the next Tenderer.

In the case of the preceding paragraph, if due to methodology for allocation of points it is necessary to determine the next most favourable Tenderer, the Purchaser will again carry out evaluation of tenders and decide on the award of the contract.

Notification on concluded public procurement contract shall be posted on the Public Procurement Portal within 5 (five) days from the date of contract conclusion.

If until deadline for submission of tenders only one tender arrives and it is acceptable, the Purchaser will pursuant to Art. 112, Paragraph 2, item 5) of the PPL conclude the contract with the Tenderer within two days after the tenderer receives the contract award decision.

REGISTRY OF TENDERERS

29. Tenderers who are registered in the Registry of tenderers on the basis of Article 78 of the Public Procurement are not required when submitting tenders to furnish proof of compliance with the requirements of Art. 75, Paragraph 1, items 1) to 4), but are required to state in their tenders that are registered as tenderers in the Registry of Tenderers kept by the Business Registers Agency.

Tenderers who are registered in the Register of Business Entities maintained by the Business Registers Agency do not have to provide proof of compliance with the requirements of Art. 75, paragraph 1, item 1) Extract from the Register of Business Registers Agency, which is publicly available on the website of the Agency for Business Registers .

30. PERMITS FOR MOVEMENT IN AIRPORT RESTRICTED AREAS

Selected Tenderer shall, for the purpose of providing services in the restricted area of the complex of JSC Belgrade Nikola Tesla Airport, provide, at its own expense, permits for movement and stay at the border crossing area for all his employees that will do the job. Permits are issued by the Ministry of Interior of the Republic of Serbia, Border Police Station "Belgrade" at the Belgrade Nikola Tesla Airport. Purchaser does not bear damage caused by the refusal of police to issue or extend permit to a certain employee of the supplier. If the supplier is unable to obtain the necessary permits for movement and stay at the border crossing at the Belgrade Nikola Tesla Airport, for his employees, previously concluded contract is terminated at the expense of the Tenderer. Purchaser will provide technical support to the Supplier at issuing of permits.

6. TENDER TEMPLATE

Tender of the Tenderer for public procurement „REHABILITATION AND MODERNIZATION OF PASSENGER BOARDING BRIDGES C1-C5“ No.102/2013

A) Tenderer's data
Name of the Tenderer:

Address of the Tenderer:	
Headoffice (City and Municipality):	
Registration No:	TIN:
Authorized person:	
Contact person:	
Web site:	e-mail:
Telephone No:	Telefax:
Tenderer's account No:	
Tender is submitted: (encircle)	
A) independently B) tender with subcontractor V) joint tender	
B) Enter data on subcontractors (if tender is submitted with subcontractor/s):	
1. In execution of proc. subcontractor:	
Address: _____, Registr.No: _____, TIN: _____	
Author. person: _____, Tel. No.: _____	
Contact person: _____, Tel. No.: _____	
with _____ % participation (not more than 50%)	
performs the following: _____	
2. In execution of proc. subcontractor:	
Address: _____, Registr.No: _____, TIN: _____	
Author. person: _____, Tel. No.: _____	
Contact person: _____, Tel. No.: _____	
with _____ % participation (not more than 50%)	
performs the following: _____	
3. In execution of proc. subcontractor:	
Address: _____, Registr.No: _____, TIN: _____	
Author. person: _____, Tel. No.: _____	
Contact person: _____, Tel. No.: _____	
with _____ % participation (not more than 50%)	
performs the following: _____	

V) Enter data of other participants in joint tender (if tender is submitted as joint tender):	
1. _____ Address: _____	
Registr.No.: _____, TIN: _____, Tel.No.: _____	
Contact person: _____, Account No: _____	

Handwritten signature and initials: *Handwritten signature*
6.11.15

2. Address: _____	
Registr.No.: _____, TIN: _____, Tel.No.: _____	
Contact person: _____, Account No: _____	
Total value of tender (for all five (5) PBB): _____ RSD/ EUR w/o VAT.	
Price of complete service per one (1) PBB: _____ RSD/EUR, w/o VAT.	
Manner of payment: deferred payment (at least 15 days): _____ days from the date of certification of invoices by the Purchaser for the quality and timely service provided, which is the subject of this procurement. Payment will be done in phases, i.e. upon execution of service for each one (1) passenger boarding bridge.	
Deadline for execution of service is (maximum 150) days: _____ days from the date of written invitation by the Purchaser.	
Warranty period for executed service (min. 24 months): _____ months from the date of execution of complete service, i.e. signing of the Minutes on handover of the service for the last of five (5) PBBs.	
Tender validity (minimum 90 days): _____ days from the date of tender opening.	
The integral part of tender is Template 3 – specification.	
Place and date: _____	Authorized person signature: _____
L.S.	

7. DRAFT CONTRACT

NOTE: THIS DRAFT CONTRACT REPRESENTS CONTENTS OF THE CONTRACT TO BE CONCLUDED WITH THE SELECTED TENDERER. IF THE TENDERER WITHOUT ANY JUSTIFIED REASON REFUSES TO CONCLUDE THE CONTRACT ON PUBLIC PROCUREMENT OF THIS CONTENT, AFTER HE IS AWARDED THE CONTRACT, THE PURCHASER SHALL SUBMIT PROOF OF NEGATIVE REFERENCE TO THE PUBLIC PROCUREMENT OFFICE.

Handwritten signature and initials

SUPPLY CONTRACT

Concluded based on completed public procurement procedure No. 102/2013, between:

JSC Belgrade «Nikola Tesla» Airport, 11180 Beograd 59,
represented by General Manager, Velimir Radosavljević, TIN 100000539; Registration No.
07036540; current account: 125-1721427-98 with Piraeus Bank (hereinafter referred to as
the Purchaser), on one side

and

Name of the Tenderer: _____
with head office in _____

Names of Tenderers from the group (only for joint tenders)

Names of Subcontractors (only for tender with subcontractor)

represented by the Director _____
TIN _____; Registration No. _____; Current account No.

_____ (hereinafter referred to as the Supplier) on the other side

I SUBJECT OF THE CONTRACT

Art. 1

Subject of this Contract is procurement of "REHABILITATION AND MODERNIZATION OF PASSENGER BOARDING BRIDGES C1-C5" No.102/2013 for requirements of the Purchaser and as per Supplier's Tender filed in Purchaser's archive under No. _____ dated _____. Tender of the Supplier and Tender Dossier for subject public procurement are integral parts of this Contract.

II PRICE

Art. 2

Total value of contract is _____ RSD/EUR (in
words _____), VAT excluded.

Price given in the tender are fixed during the term of the contract and may not be increased.

III MANNER AND TERM OF PAYMENT

Art. 3

The Purchaser undertakes to effect deferred payment for quality and timey executed service from Art.1 of this Contract within _____ days from the date of invoice certified by the Purchaser. Payment will be done in phases, i.e. upon execution of service for each one (1) passenger boarding bridge.

IV DEADLINES

Art. 4

Deadline for execution of service from Art.1 of this Contract is _____ days from the date of written invitation by the Purchaser.

Place of execution of service from Art. 1 of this Contract is JSC Belgrade Nikola Tesla Airport.

Service Supplier shall provide the service from Art.1 of this Contract without disrupting safety and regularity of air transport.

Art. 5

Schedule of execution of service from Art.1 of this Contract is set by the Purchaser.

V HANDOVER

Art. 6

The Contractual Parties shall execute handover of the service from Art.1 of this Contract immediately after its execution for each of five (5) PBBs individually, by signing Minutes on handover.

~~The handover will be done after the installation, commissioning, testing by comparing data from the required technical specifications with components built into passenger boarding bridges and their functional verification.~~

In case that during acceptance of the service from Art. 1 of this Contract some deficiencies are found to executed service, the Minutes on handover will be signed after the elimination of deficiencies, i.e. after repairs performed by the Supplier within (7) seven days.

Should the Supplier at handover or later within 30 days from the date of handover find difficiencies in quality ofexecuted service from Art.1 of this Contract, which could not be noticed during handover, he shall immediately notify the Supplier accordingly in writing. The Supplier shall within seven (7) days from the date of notification eliminate all difficiencies at his own cost.

In case the contractual parties disagree about the extent of damage, it will be established by expert evaluation, at the expense of the Supplier.

VI QUALITY AND WARRANTY

Art. 7

The Purchaser shall, before the commencement of service under Article 1 of this Contract, inform the Supplier about the person who will control the volume and quality of executed services (hereinafter referred to as Controller).

The Controller represents the Purchaser and on his behalf and for his account can perform all actions related to the provision of services referred to in Article 1 of this Contract, and in particular to:

- Monitors compliance of deadlines;
- Controls the quality of the executed services;
- Controls the billing of service.

Art. 8

The Supplier shall enable performance of control and work of the Controller.

Art. 9

The warranty period for the service referred to in Article 1 of this Contract is ____ months from the date of execution of complete service, i.e. signing of the Minutes on handover of the service for the last of five (5) passenger boarding bridges.

The Supplier agrees to eliminate all failures and replace all faulty components within the specified warranty period, according to manufacturer's documentation.

Warranty period does not cover elimination of failures caused by improper handling or due to earthquakes, fires and other natural disasters.

Art. 10

The Supplier shall, at conclusion of the Contract, submit to the Purchaser Performance Bond in the amount of 10% of the total value of Contract (If the supplier is based in a foreign country, he is required to submit a bank guarantee by sending the SWIFT message forwarded to a business bank of the Purchaser within three (3) working days from the date of conclusion of the contract, otherwise the contract will be considered invalid). The Performance Bond will be irrevocable, unconditional, without right to protest and payable on the first call with validity 15 days longer than the deadline for execution of complete service from Art.1 of this Contract, i.e. signing of the Minutes on handover for the service for the last of five (5) passenger boarding bridges.

The Supplier shall, at handover of the service from Art.1 of this Contract for the last of five (5) passenger boarding bridges, i.e. signing of the Minutes on handover for the service for the last of five (5) passenger boarding bridges, submit to the Purchaser Bank guarantee for elimination of deficiencies within warranty period in the amount of 10% of the total value of

Contract (If the supplier is based in a foreign country, he is required to submit a bank guarantee by sending the SWIFT message forwarded to a business bank of the Purchaser within three (3) working days from the date of handover of the service from Art.1 of this Contract for the last of five (5) passenger boarding bridges). Bank guarantee for elimination of deficiencies within warranty period will be irrevocable, unconditional, without right to protest and payable on the first call with validity 30 days after the date of expiration of warranty period offered for the service from Art.1 of this Contract.

VII SPECIAL OBLIGATIONS OF THE SUPPLIER

Art. 11

Service referred to in Article 1 this Contract the Supplier performs with its own resources, expertise and quality, and if he uses services of external collaborators and sub-contractors he is responsible for their work in the same way as for his employees.

The Supplier undertakes to provide the necessary materials (raw materials, parts or assemblies) for the execution of the contracted services, and be responsible for the proper selection and purchase of the same.

The Supplier shall, at its own expense, obtain in a timely manner with the proper authorities temporary permits to move and stay at the border crossing of Belgrade Nikola Tesla Airport.

VIII LIQUIDATED DAMAGES

Art. 12

In case the deadline for execution of service from Art.1 of this Contract is exceeded, the Supplier undertakes to pay to the Purchaser liquidated damages for each day of such delay at the level of 0.2% of the total value (w/o VAT) set in Art.2 of this Contract.

The Supplier is not entitled to pay the damages and waive the contract.

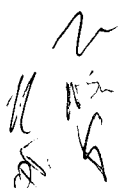
Art. 13

In case the Supplier fails to fulfil its obligations set by this Contract the Purchaser is entitled, at his own discretion, to proportional reduction of price, unilateral termination of the Contract without any explanation and notice as well as to activate bank guarantees from Art.10 of this Contract depending on the reason. In any case the Purchaser is entitled to compensation for damage caused by the Supplier.

VIII TRANSITIONAL AND FINAL PROVISIONS

Art. 14

This Contract comes into force on the date it is signed by authorized representatives of contractual parties and is concluded for the period until fulfilment of contractual obligations of both contractual parties.

Handwritten signature and initials in the bottom right corner of the page.

Art. 15

Contractual parties agree that all issues not being covered by this Contract are governed by provisions of the Law of obligations of the Republic of Serbia.

Art. 16

All possible disputes arising from implementation and execution of this Contract, the Contractual parties shall endeavor to settle in an amicable manner and should it not be possible, they agree that competent court will be the Commercial Court in Belgrade.

Art. 17

This Contract is made in 4 (four) identical copies, 2 (two) for each contractual party.

The SUPPLIER:

Director

The PURCHASER:

JSC Belgrade "Nikola Tesla" Airport

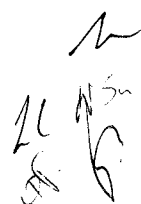
General Director

Velimir Radosavljević

8. STATEMENT ON INDEPENDENT BOND

STATEMENT

Under full moral, material and criminal responsibility I declare that the tender in a public procurement open procedure 102/2013 "REHABILITATION AND MODERNIZATION OF



PASSENGER BOARDING BRIDGES C1-C5" is submitted independently, without any agreement with other Tenderers or interested parties.

Place and date: _____

Name of the Tenderer, authorized
Person signature and seal

9. PRICE STRUCTURE TEMPLATE WITH INSTRUCTION HOW TO COMPLETE IT

Tenderer's name:

Address:

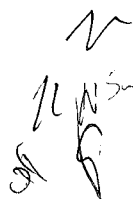
Tenderer's CURRENT ACCOUNT No.:

Telephone:

Fax:

E-mail:

TIN : __



Purchaser:
JSC Belgrade Nikola Tesla Airport

Based on tender in public procurement
No. 102/2013 "REHABILITATION AND
MODERNIZATION OF PASSENGER
BORADING BRIDGED C1-C5" I issue
the following Price structure template

No.	PRICE STRUCTURE ELEMENTS BY ITEMS	Quantity	Unit price Per item	Total price w/o VAT	Total price VAT included
1.					
2.					
Total VAT:					
TOTAL PRICE W/O VAT:					
TOTAL PRICE WITH VAT:					

Place and date: _____

Name of the Tenderer, authorized
Person signature and seal

- The table above is a model that contains a minimal data of price structure template. Price structure template is given in the form in which the tenderer can show all the elements the price is made of. The Tenderer decides himself about the number of table lines depending on the number of items. That means that the Tenderer makes on his own Price structure template, respecting the form and content of the model given in tender dossier.

Instruction how to complete price structure template

- Tenderer must submit price structure template as a compulsory part of Tender Documentation,
- Template must be completed in hand writing or on a computer printer or a type writer, in the form suitable for the Tenderer,
- Template must be signed by authorized person of the Tenderer,
- Column "PRICE STRUCTURE ELEMENTS BY ITEMS" should be completed in such a manner to contain all expenses included into total offered price, which can be presented separately.

- The minimum content of the price structure is provided in the table which is the integral part of this template of the tender dossier. In case the price structure template does not contain at least as much data as listed in the table, the Purchaser shall consider that price structure template is not made and will reject such tender as unacceptable.
- Prices from this Template must be stated in the same currency in which the Tender was given.

10. FINANCIAL SECURITY INSTRUMENTS

APPENDIX 1

PERFORMANCE BOND TEMPLATE

Bank's name			
Place and address			
Bond user (Purchaser)			
Bond number		Date:	
In accordance with Tender No.		dated:	

Between:

JSC BELGRADE "NIKOLA TESLA" AIRPORT
11180 BELGRADE 59

Handwritten signature and date: 12.12.15

Republic of Serbia
and
Tenderer's name
Place and address of Tenderer
For

**PUBLIC PROCUREMENT 102/2013 "REHABILITATION AND MODERNIZATION OF
PASSENGER BOARDING BRIDGES C1-C5"**

With total contracted value of _____ RSD/EUR and in words
(_____) within _____ and in scale and quality defined in the above-
mentioned Contract.

On Purchaser's demand _____ by this bond we undertake irrevocably and
unconditionally that the Tenderer will perform its contractual obligation in due scale, time
limit and quality.

If the Tenderer fails to perform obligations from the previous paragraph, the Bank will
irrevocably, unconditionally, without protest or notification, on first written demand of the
Purchaser and without a court order effect payment to the Purchaser in amount of
_____ RSD/EUR, which is 10% of total contracted amount. Our obligation
shall also apply in case of partial execution of contractual obligations.

This bond has validity until _____, i.e. 15 days after the date of execution of the
complete service being subject of public procurement, i.e. signing of the Minutes on
handover of the service for the last of five (5) passenger boarding bridges. After expiration
of above validity the Bond will be null and void and our obligations cease regardless
whether bond is returned or not.

All possible disputes between the Bond user and the Bank will be settled by competent
court in the Republic of Serbia.

This bond is made in 3 (three) copies, 1 (one) original for the Purchaser and the two other
for the Tenderer and the Bank.

Guarantor (seal and signature)

Agreed with above wording:

Signature of authorized person of the Tenderer

APPENDIX 1a

BANK STATEMENT ON ISSUANCE OF THE PERFORMANCE BOND (LETTER OF INTENT)

STATEMENT

We unconditionally undertake at conclusion of the Contract to issue to the Purchaser, **JSC Belgrade Nikola Tesla Airport, security instrument – Performance Bond** in the amount of 10% of the value of tender for public procurement No.102/2013 "**REHABILITATION AND MODERNIZATION OF PASSENGER BOARDING BRIDGES C1-C5**", as a guarantee for fulfilment of contractual obligations. The Bank guarantee will be irrevocable, unconditional, without protest, payable on first demand and issued by foreign bank acceptable for the Purchaser.

We are agreeable that, upon Purchaser's demand, the issued security instrument may be submitted to the bank in case of contract termination, poor quality or untimely fulfilment of contractual obligation. Bond validity is 15 days after the date of execution of the complete service being subject of public procurement, i.e. signing of the Minutes on handover of the service for the last of five (5) passenger boarding bridges.

Upon expiration of Bond validity, after fulfilment of contractual obligations for public procurement **"REHABILITATION AND MODERNIZATION OF PASSENGER BOARDING BRIDGES C1-C5" No.102/2013** at Belgrade Nikola Tesla Airport, the Purchaser undertakes to return issued instrument securing fulfilment of contractual obligation with possibility for extension.

Date:

Seal and signature of guarantor (bank)

NOTE: The statement is enclosed with the tender, and bank guarantee submitted in accordance with the Contract.

APPENDIX 2

BANK STATEMENT ON ISSUANCE OF THE GUARANTEE FOR ELIMINATION OF DEFICIENCIES WITHIN WARRANTY PERIOD

Bank's name			
Place and address			
Guarantee user (Purchaser)			
Guarantee number		Date:	
In accordance with Tender No.		dated:	

Between:

**JSC BELGRADE "NIKOLA TESLA" AIRPORT
11180 BELGRADE 59**

Republic of Serbia
and
Tenderer's name
Place and address of Tenderer
For

**PUBLIC PROCUREMENT 102/2013 "REHABILITATION AND MODERNIZATION OF
PASSENGER BOARDING BRIDGES C1-C5"**

With total contracted value of _____ RSD/EUR and in words
(_____) within _____ and in scale and quality defined in the above-
mentioned Contract.

On Purchaser's demand _____ by this guarantee we undertake
irrevocably and unconditionally that the Tenderer will perform its contractual obligation
within offered warranty period.

If the Tenderer fails to perform obligations from the previous paragraph, the Bank will
irrevocably, without protest and on first written demand of the Purchaser and without a
court order effect payment to the Purchaser in amount of _____ RSD/EUR,
which is 10% of total contracted amount. Our obligation shall also apply in case of partial
execution of contractual obligations.

This bond has validity until _____, i.e. 30 days after expiration of the warranty
period, calculated from the date of signing of the Minutes on handover of the service for
the last of five (5) passenger boarding bridges. After expiration of above period the
Guarantee will be null and void and our obligations cease regardless wheather Guarantee
is returned or not.

All possible disputes between the Bond user and the Bank will be settled by competent
court in the Republic of Serbia.

This bond is made in 3 (three) copies, 1 (one) original for the Purchaser and the two other
for the Tenderer and the Bank.

Guarantor (seal and signature)

Agreed with above wording:

Signature of authorized person of the Tenderer

APPENDIX 2a

**BANK STATEMENT ON ISSUANCE OF THE GUARANTEE FOR ELIMINATION
OF DEFICIENCIES WITHIN WARRANTY PERIOD**

STATEMENT

We are obediently binding that we will, at delivery of goods, issue a security instrument-Bank guaranty for elimination of deficiencies within warranty period, in amount of 10% of Tender value for executed services **"REHABILITATION AND MODERNIZATION OF PASSENGER BOARDING BRIDGES C1-C5"** at Belgrade Nikola Tesla Airport (Public procurement No. 102/2013), as a guarantee for fulfilment of contractual obligations. The Bank guaranty will be irrevocable, without protest, payable on first demand and issued by foreign bank acceptable for the Purchaser.

We are agreeable that, upon Purchaser's demand, issued instrument securing contractual obligation may be submitted to the bank in case of termination of the Contract, poor quality

or untimely fulfilment of contractual obligation. The Guarantee is valid for the duration of warranty period and will have validity 30 days longer than the warranty period, calculated from the date of signing of the Minutes on handover of the service for the last of five (5) passenger boarding bridges.

Upon expiration of Guarantee validity, after fulfilment of contractual obligations for public procurement **"REHABILITATION AND MODERNIZATION OF PASSENGER BOARDING BRIDGES C1-C5"** No.102/2013 at Belgrade Nikola Tesla Airport, the Purchaser undertakes to return issued instrument securing fulfilment of contractual obligation.

Date:

Seal and signature of guarantor (bank)

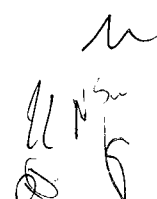
NOTE: The statement is enclosed with the tender, and bank guarantee submitted in accordance with the Contract.

11. TENDER PREPARATION COSTS TEMPLATE

(state the name and headoffice of the Tenderer)

In accordance with Art.88 of the Public Procurement Law (" Official Gazette of the Republic of Serbia", br.124/12) and Art.6 and 19 Regulations on the mandatory elements of tender documentation in public procurement procedures and the manner of proving eligibility (" Official Gazette of the Republic of Serbia", br.29/13) we deliver cost structure for the preparation of tender for public procurement No.23/2013 **"REHABILITATION AND MODERNIZATION OF PASSENGER BOARDING BRIDGES C1-C5"**, as follows:

Ser.No.	Type of costs	Amount in RSD/EUR
1		
2		



3		
4		

Note: Pursuant to Art.88, Paragraph 2 of the Public Procurement Law, costs of preparing and submitting the tender shall be borne solely by the tenderer and he can not ask the Purchaser for reimbursement of costs, except in the case referred to in paragraph 3 of the same article, if the procurement procedure is suspended for reasons on the Purchaser's side, provided that the Tenderer requested reimbursement of costs in his tender.

Place and date: _____

Name of the Tenderer, authorized
Person signature and seal

NOTE:

If the Tenderer requests reimbursement of costs, he shall submit completed, sealed and signed Template 11; otherwise this template is not submitted in the tender.

Handwritten signature and initials