

JSC BELGRADE NIKOLA TESLA AIRPORT  
Belgrade, 23.12.2013

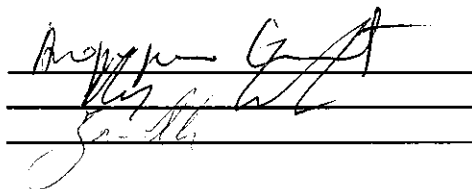
**TENDER DOSSIER  
FOR PUBLIC PROCUREMENT OF LOW VALUE "BELT STANCHIONS - POSTS WITH  
SPARE MECHANISM AND HOLDERS" No.77/2013**

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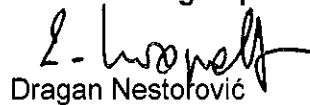
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**MEMEBERS OF THE COMMITTEE AGREED TO TENDER DOSSIER FOR PUBLIC  
PROCUREMENT OF LOW VALUE OF "BELT STANCHIONS - POSTS WITH SPARE  
MECHANISM AND HOLDERS" No.77/2013**

- Andrijana Simić, President
- Milorad Kosanović, Member P.P. Officer
- Milan Ješić, Member

  
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**Ground Handling Dept. Director**

  
Dragan Nestorović

1. GENERAL PROCUREMENT INFORMATION

<b>INFORMATION ON THE PURCHASER:</b>	
<b>Name of Purchaser:</b>	Joint-Stock Company Belgrade Nikola Tesla Airport
<b>Address:</b>	11180 Beograd 59
<b>Address (city and municipality):</b>	Belgrade, Surčin
<b>Registration Number:</b>	07036540
<b>TIN number:</b>	100000539
<b>Activity code of the</b>	5223
<b>Internet address of the Purchaser</b>	<a href="http://www.beg.aero">www.beg.aero</a>
<b>Director or a person authorized to sign the Agreement on Public Procurement:</b>	Velimir Radosavljevic
<b>Contact person:</b>	Andrijana Simić
<b>Telephone number of contact person:</b>	011-209-4705
<b>Fax number of the contact person:</b>	011-2286-199
<b>e-mail of the contact person:</b>	<a href="mailto:andrijana.simic@beg.aero">andrijana.simic@beg.aero</a>
<b>GENERAL PUBLIC PROCUREMENT INFORMATION</b>	
<b>The subject of procurement services</b>	BELT STANCHIONS - POSTS WITH SPARE MECHANISM AND HOLDERS
<b>Public procurement number</b>	77/2013
<b>The type of public proc. procedure</b>	PUBLIC PROCUREMENT OF LOW VALUE

**2. SUBJECT OF PUBLIC PROCUREMENT DATA**

Description of the subject of procurement procurement:  
BELT STANCHIONS - POSTS WITH SPARE MECHANISM AND HOLDERS

Name and designation of the general acquisition vocabulary:

3428000 - Transport Equipment

3428450 - Bollards on the road

FG01 - For access

FG09 - For use indoors

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

**BELT STANCHIONS - posts with spare mechanism and holders**

<b>TABLE 1</b>		
<b>BELT STANCHIONS - POSTS, 60 pcs.</b>	<b>Requested</b>	<b>Offered</b>
Material	Stainless steel	
Finishing of the post and base plate of the belt stanchion	grounded	
Overall height	950-1000 mm	
Overall weight	10-15 kg	
Base diameter	300-370 mm	
Bottom base surface	With rubber feet	
Outer diameter of tubular posts	60-80 mm	
Tube wall thickness	Min. 1mm	
Strip with tightening mechanism built on top of the post	Yes	
Strip width	Min. 50mm - max 70mm	
Length of strip when maximally protracted	Min. 2.3m - max 2.6m	
Tightening mechanism allows balanced, accurate retraction or protraction of strips from 0 m to a maximum length	Yes	
Strip both sides printed (logo Belgrade Nikola Tesla) screen or digital print	Yes	
Universal clip at the end of the strip (the ability to be manually hanged on posts of other manufacturers)	Yes	
The possibility of hanging three strips of different routes to the existing post	Yes	
Top of the post above tightening mechanism closed	Yes	
Possibility to place information board on post	Yes	
Parts easy replaceable	Yes	
Year of manufacture	2013(new)	
<b>Total</b>		

**-ASSOCIATED EQUIPMENT-**

<b>TABLE 2</b>		
<b>INFORMATION BOARD WITH PLASTIC HOLDER, 30 pcs.</b>	<b>Requested</b>	<b>Offered</b>
Format	A4-upright,	
Holder finishing	chrome	
Holder can be placed on post	Yes	
Possibility to put information	On both sides	
Year of manufacture	2013(new)	
<b>Total</b>		

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TABLE 3		
Mechanism with strip, print and cover, 20 pcs.	Requested	Offered
Mechanism for coiling	Yes	
Strip 70 x 2500 mm	Yes	
Digital or screen printed logo of the Purchaser 5 times on each side of the strip	Yes	
Cover	Yes	
Year of manufacture	Yes	
<b>Total</b>		

TABLE 4		
Trolley for transport of belt stanchions – posts, 1 pc.	Requested	Offered
Possibility of transport of min. 12 belt stanchions at the same time	Yes	
Overall height	1000mm–1200mm	
Overall length	1000mm- 1200mm	
Overall width	1000mm –1200mm	
Weight of empty trolley	90kg – 110kg	
Year of manufacture	2013 (new)	
<b>Total</b>		

Total price (Table 1 + Table 2 + Table 3 + Table 4) is \_\_\_\_\_ RSD / EUR  
excl VAT on delivery basis DDP / DAP.

Note:

- Submit a manufacturing technical documentation that unequivocally confirms compliance with all technical requirements of Template 6 of the tender dossier;
- All belt stanchions must be identical;
- All holders must be identical;
- All mechanisms with strip, printing and covers must be identical;
- The Tenderer is required to complete all characteristics in column "offered".

Place and date: \_\_\_\_\_

\_\_\_\_\_  
Tenderer's name, authorized  
person signature and seal

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**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**

<b>MANDATORY CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE FROM ART. 75, PARAGRAPH 1 OF THE PUBLIC PROCUREMENT LAW</b>	
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.	The fulfillment of the conditions referred to in points 1 to 4 the Tenderer proves by submitting a statement made under penalty of perjury, which content is provided in Section 4.2 of this Template and in the case of a joint bid in section 4.3 of this Template.
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.	
3. The Tenderer must fulfill the condition that he has not been rendered any final judicial or administrative 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>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>	
<p><b>ADDITIONAL CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE FROM ART. 76 OF THE PUBLIC PROCUREMENT LAW</b></p>	
<p>The Tenderer in the public procurement procedure has to prove that he fulfils stated additional conditions for participation in the subject public procurement procedure</p>	<p>Evidence of eligibility</p>
<p>5. The Tenderer must possess the necessary technical capacity for this procurement.</p> <p>Under sufficient technical capacity the Purchaser means that Tenderer must have a manufacturing facility for the production of equipment that is subject to public procurement, i.e. warehouse and delivery vehicle for the distribution of goods that are subject of this procurement.</p>	<p>The fulfillment of the conditions referred to in points 5 to 6 the Tenderer proves by submitting a statement made under penalty of perjury, which content is provided in Section 4.2 of this Template and in the case of a joint bid in section 4.3 of this Template.</p>
<p>6. The Tenderer must have the necessary HR capacity for this procurement.</p> <p>Under sufficient HR capacity Purchaser assumes that the Tenderer has at least one employee responsible for contract execution and quality control.</p>	

*Handwritten initials/signature*

**4.2. CONTENTS OF THE STATEMENT ON MEETING THE REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE IN CASE OF AN INDEPENDENT TENDERER AND TENDERER WITH SUBCONTRACTORS**

**STATEMENT OF THE TENDERER:**

Pursuant to Article 77, Paragraph 4 of Public Procurement Law ("Official Gazette of the Republic of Serbia" No.124 /12) under penalty of perjury I declare that

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(name of the Tenderer)

I am eligible to participate in the public procurement procedure "**BELT STANCHEONS – POSTS WITH SPARE MECHANISM AND HOLDERS**" No.77/13 and the mandatory requirements of Article 75, Paragraph 1, points 1) to 4) and the additional requirements of Article 76 of the Public Procurement Law.

Place and date: \_\_\_\_\_

\_\_\_\_\_  
Tenderer's name, signature of  
The authorized person and seal



**4.3. CONTENTS OF THE STATEMENT ON MEETING THE REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE IN CASE OF A JOINT TENDER**

**STATEMENT OF THE TENDERER FROM THE GROUP OF TENDERERS:**

Pursuant to Article 77, Paragraph 4 of Public Procurement Law ("Official Gazette of the Republic of Serbia" No.124 /12) under penalty of perjury I declare that each Tenderer from the group of Tenderers:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(State names of all members from the group of Tenderers)  
meets the mandatory requirements of Article 75, Paragraph 1, points 1) to 4) of the Public Procurement Law for participation in the procedure of the public procurement of "**BELT STANCHEONS – POSTS WITH SPARE MECHANISM AND HOLDERS**" No.77/13.

Note: In the case of a joint tender statement is filed-signed by an authorized member of the Tenderers from the group of Tenderers.

Place and date: \_\_\_\_\_

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

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**4.4. CONTENTS OF THE STATEMENT ON MEETING THE REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE FOR THE SUBCONTRACTOR**

**STATEMENT OF THE SUBCONTRACTOR:**

Pursuant to Article 77, Paragraph 4 of Public Procurement Law ("Official Gazette of the Republic of Serbia" No.124 /12) under penalty of perjury I declare that

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(name of the Subcontractor)

I am eligible to participate in the public procurement procedure "**BELT STANCHEONS – POSTS WITH SPARE MECHANISM AND HOLDERS**" No.77/13 and the mandatory requirements of Article 75, Paragraph 1, points 1) to 4) of the Public Procurement Law which are stated in Template 4.1 of the Tender Dossier.

Place and date: \_\_\_\_\_

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Tenderer's name, signature of  
The authorized person and seal

This Form should be copied in the sufficient number for all Tenderers.

#### 4.5. 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 or names of all Tenderers from the group of Tenderers) while making his tender for participation in the procedure of public procurement of **"BELT STANCHEONS – POSTS WITH SPARE MECHANISM AND HOLDERS"** No.77/13 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

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#### **4.5. INSTRUCTIONS ON HOW TO PROVE FULFILMENT OF CONDITIONS**

**If the Tenderer submits the tender independently**, he proves fulfillment of conditions from Article 75 of the Public Procurement Law, described in points 1) to 4) of this Template 4.1 by submitting statement under full moral and legal responsibility. Contents of the statement for Tenderers are given in point 4.2 of this Tender Dossier.

The fulfillment of additional requirements for participation in Article 76 of the Public Procurement Law, which are described in points 5 and 6 of Template 4.1 the tenderer proves submitting evidences listed in Table 4.1 of the tender dossier and the part relating to additional requirements for participation in the public procurement procedure referred to in Article 76 of the Public Procurement Law.

**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) described in points 1) to 4) of Template 4.1 of the Tender Dossier. Fulfilment of these the Tenderer will prove by submitting statement given under full moral and legal responsibility. Contents of the statement for Tenderers are given in item 4.3 of this tender dossier. Signatory of the statement from Template 4.3 of the tender dossier is authorized member of the Tenderer from the group of Tenderers.

Compliance with the additional requirements of Article 76 of the Public Procurement Law, described in points 5 and 6 of Template 4.1 of tender dossier the Tenderers from the group meet together by submission of evidence listed in Table 4.1 of the tender dossier and the part relating to additional requirements for participation in the public procurement procedure referred to in Article 76 of the Public Procurement Law.

**In case of the tender with subcontractor**, compliance with the requirements for the Tenderer, under Article 75 of the Public Procurement Law, described in points 1) to 4) of the Template 4.1 the Tenderer proves by submitting a statement made under full moral and legal responsibility. Contents of the statement for tenderers are given in section 4.2 of

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the tender dossier. Subcontractor proves compliance with the requirements by submitting the statement referred to in Section 4.4 of the tender dossier.

**For the conditions of Article 75 Paragraph 2 of the Public Procurement Law, the Tenderer i.e. an authorized member of the group of tenderers (in case of joint tenders) shall, with the tender, submit a completed and signed statement of item 4.5 of this Template.**

## **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 (Template 6);
  - Duly completed, sealed and signed statement on fulfillment of requirements from Art 75, paragraph 1 of the Public Procurement Law as follows:
    - I. In case of independent tender: Statement item 4.2.;
    - II. In case of joint tender: Statement item 4.3;
    - III. In case of tender with subcontractor: Statement item 4.2 and Statement item 4.4.;
  - Documents proving fulfillment of additional requirements from Art 76 of the Public Procurement Law stated in Template 4.1 of the Tender Dossier;
  - Duly completed, sealed and signed Statement of item 4.5 on fulfilment of requirements of Art. 75, paragraph 2 of the Public Procurement Law;
  - Duly completed, sealed and signed Statement (Template 4 of the Tender Dossier) on fulfilment of requirements of Art. 75, paragraph 2 of the Public Procurement Law;
  - Duly completed, sealed and signed Draft contract (Template 7);
  - Duly completed, sealed and signed Statement on issuance of the contractual obligations security instrument (Template 10 – Appendix 1);
  - ~~Duly completed, sealed and signed Statement on independent tender (Template 8).~~

**If the tender does not contain all of these elements, it will be rejected as unacceptable.**

### **TENDER FORM**

3. Tenderer is made in writing.

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 cannot 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.

#### **SUBMISSION OF TENDER**

5. The Tenderer shall submit his tender directly in the archive of the Purchaser or by mail at the address of the Purchaser. 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.

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 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 must indicate the tenderer's name and the words "**Amendment or supplement to the tender-DO NOT OPEN**".

#### **AMENDMENT OF TENDER DOSSIER**

6. 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](http://www.portal.ujn.gov.rs) and the Internet address of the Purchaser [www.beg.aero](http://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**

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

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 fulfillment 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 fulfillment 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 fulfillment of obligations under the public procurement procedure that is for execution of contractual obligations, regardless of the number of subcontractors.

#### **PAYMENT, DELIVERY TIME AND PLACE**

8. The Tenderer shall state in tender template (Template 6), the precise method and conditions of payment. The Tenderer shall offer deferred payment for **at least 15 days** from the date of invoice submission for the quality and timely delivery otherwise the tender will be rejected as unacceptable.

Place of delivery is the Purchaser's warehouse.

The Purchaser shall order and make payment to the Supplier upon provision of financial resources by adoption of a Business Plan for 2014 or Decision on temporary financing; otherwise contract shall be terminated without compensation for the inability of the Purchaser to undertake the obligations.

The Purchaser shall notify the Supplier when funds are secured by approval of the Business Plan for 2014 or Decision on temporary financing. The Purchaser shall not give orders as described in the Contract unless the funds are provided in the Business Plan or the Decision on temporary financing.

#### **SUBMISSION OF JOINT TENDER**

9. 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;

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- Obligations of each of the Tenderer from the group of tenderers.

## TENDER VALIDITY

The tender should be valid for **at least 30 days** after the tender opening, and if the period of tender validity is shorter, the Purchaser will reject such a tender as unacceptable.

## PAYMENT METHOD

The Purchaser shall make payment within **at least 15 days** from the date of receipt of the invoice for the quality and timely delivery. If Tenderer offers a shorter payment term, such tender shall be rejected as unacceptable.

## DELIVERY TIME

Delivery time is **not more than 30 days** from the date of the written or oral order (specify days). If Tenderer offers a longer delivery time, such tender shall be rejected as unacceptable.

## WARRANTY PERIOD

The Tenderer is obliged to state precisely in the tender template warranty period in years, **not less than one (1) year**. The tender, which includes a warranty period shorter than one (1) year shall be rejected as unacceptable.

## PRICE

The Tenderer is required to display the unit price and total tender amount in dinars (RSD) or Euros (EUR).

- Prices quoted in the tender are given on delivery basis DAP Belgrade Nikola Tesla Airport (ex DDU) or DDP. The Tenderer is obliged to state delivery basis as given in the tender. In the case of tenders made on different delivery basis, the Purchaser shall to Tenderers who have submitted offers on delivery basis DAP add customs charges at the applicable customs tariffs in order to compare tenders with the Tenderers who have submitted tenders on delivery basis DDP. If the Tenderer fails to specify delivery basis DAP or DDP, such tender will be rejected as unacceptable.
- If the Tenderer displays price in Euros, for its conversion into dinars will be used middle exchange rate of NBS, valid on the day when tender opening started.

## CONFIDENTIALITY OF DATA AND DOCUMENTATION

10. Data which the Tenderer justifiably marks as confidential will solely be used for 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 published 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 and that, as such, in accordance with the law, the tenderer designated as confidential.



As confidential the Purchaser shall consider documents containing word "CONFIDENTAL" written in capital letter in top right corner. The Purchaser is not responsible for confidentiality of information not marked in the above mentioned way.

Evidences of meeting compulsory requirements, price and other data from tender which are of importance for the application of the criteria and ranking of tenders will not be considered confidential.

#### **ADDITIONAL INFORMATION OR CLARIFICATIONS**

11. If any clarifications with the reference to these instructions are necessary, the Tenderer may request from the Purchaser 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 of low value No.77/2013 "BELT STANCHEONS – POSTS WITH SPARE MECHANISM AND HOLDERS" for the Committee President- Andrijana Simić".
- By e-mail: [javnenabavke@beg.aero](mailto:javnenabavke@beg.aero).

#### **FURTHER EXPLANATIONS, CONTROL AND ALLOWED CORRECTIONS**

12. 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.

#### **CONTRACT AWARD CRITERIA**

13. The criterion for evaluation of tenders is the lowest price offered.
14. In the event that after expert evaluation of tenders, there are multiple Tenderers with the lowest offered price, Purchaser shall as tender of the Tenderer with the lowest offered price select the tender of the Tenderer who offered longer payment period.

#### **CONTRACT SECURITY INSTRUMENT**

15. The Tenderer shall together with tender submit completed Statement of the bank on issuance of the contract security instrument (Template 10 – Appendix 1); otherwise the tender will be rejected as unacceptable.

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The selected tenderer shall at the conclusion of contract submit to the Purchaser promissory note registered in the Unified Register of bills of exchange at National Bank of Serbia, in the amount of 10% of the total value of the contract in the manner specified in Template 10 (Appendix 2) of Tender Dossier, as Performance Bond.

#### **ADDITIONAL REQUIREMENTS**

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16. The Tenderer shall complete and certify the statement in item 4.5., Template 4 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.

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

### PROTECTION OF TENDERER'S RIGHTS

18. 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).

Request for protection of rights may be submitted 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 (hereinafter: Republic Commission), and submitted to the Purchaser. Copy of the request for protection of rights the claimant at the same time submits to the Republic Commission. Request for protection of rights is submitted in person, by e-mail [javnenabavke@beg.aero](mailto:javnenabavke@beg.aero), fax or registered mail with return receipt. To submission of the application for the protection of tenderers' rights are applied provisions on the method of delivery of the decision to award the contract referred to in Article 108, paragraph 6 to 9 of the Public Procurement Law ("Official Gazette of the Republic of Serbia" no. 124/12).

Request for the protection of the rights may be submitted throughout the public procurement procedure, against any action of the Purchaser, unless it is otherwise specified by the Public Procurement Law.

The request for protection of rights challenging the type of procedure, the contents of the invitation to tender or tender dossier shall be deemed timely if it is received by the Purchaser no later than three days before the deadline for submission of tenders, regardless of the method of delivery.

Following the decision on contract award of or suspension of the procedure, period for filing a request for the protection of rights is five days upon receipt of the decision.

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 40,000.00.

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.

19. The tenderer whose tender is selected as the most favorable, shall conclude public procurement contract with the Purchaser within 8 days, at the latest, from expiry of the deadline for applications for the Protection of Rights under Article 149 of the Public Procurement Law.

If the Purchaser fails to submit signed contract to the Tenderer in the above period, the Tenderer is not obliged to sign the contract, which shall not be deemed a waiver of the tender and cannot 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 first following Tenderer.

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

## 6. TENDER TEMPLATE

Tenderer's Tender No. \_\_\_\_\_ dated \_\_\_\_\_ for public procurement in open procedure No. 77/2013 "BELT STANCHIONS-POSTS WITH SPARE MECHANISM AND HOLDERS".

<b>A) Tenderer's data</b>		
Name of the Tenderer:		
Address of the Tenderer:		
Head office (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	c) joint tender
<b>B) Enter data on subcontractors (if tender is submitted with subcontractor/s):</b>		

1. In execution of proc. subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_, Registr.No: \_\_\_\_\_, TIN: \_\_\_\_\_  
 Contact person: \_\_\_\_\_, Tel. No.: \_\_\_\_\_  
 with \_\_\_\_\_ % participation (not more than 50%)  
 performs the following: \_\_\_\_\_

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2. In execution of proc. subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_, Registr.No: \_\_\_\_\_, TIN: \_\_\_\_\_  
 Contact person: \_\_\_\_\_, Tel. No.: \_\_\_\_\_  
 with \_\_\_\_\_ % participation (not more than 50%)  
 performs the following: \_\_\_\_\_

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3. In execution of proc. subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_, Registr.No: \_\_\_\_\_, TIN: \_\_\_\_\_  
 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: \_\_\_\_\_

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2. \_\_\_\_\_ Address: \_\_\_\_\_  
 Registr.No.: \_\_\_\_\_, TIN: \_\_\_\_\_, Tel.No.: \_\_\_\_\_  
 Contact person: \_\_\_\_\_, Account No: \_\_\_\_\_

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3. \_\_\_\_\_ Address: \_\_\_\_\_  
 Registr.No.: \_\_\_\_\_, TIN: \_\_\_\_\_, Tel.No.: \_\_\_\_\_  
 Contact person: \_\_\_\_\_, Account No: \_\_\_\_\_

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Total value of tender: \_\_\_\_\_ RSD/EUR w/o VAT

Place of delivery is JSC Airport Nikola Tesla

*AE*  
*M-J.W*

Manner of payment: deferred within (at least 15) _____ days from the date of delivery of invoice for quality and timely delivery of goods being subject of public procurement.	
Tender validity: _____ days (minimum 30 days)	
Warranty period (min. 1 year) _____ years.	
Delivery time for the goods (max. 30 days) _____ days	
The integral part of the tender is Template No. 3 - Specifications	
Place and date: _____	Authorized person signature: _____
L.S.	

**Name of the Tednerer,  
signature of authorized  
person and seal**

## 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.**

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## SUPPLY CONTRACT

Concluded based on completed public procurement procedure on low value No. 77/2013, per procurement plan for 2013, between:

**JSC Belgrade «Nikola Tesla» Airport, 11180 Beograd 59,**

*AC*  
*M-J W*

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)

and

Name of the Tenderer: \_\_\_\_\_  
with head office in \_\_\_\_\_  
Registration No. \_\_\_\_\_; TIN \_\_\_\_\_; Current account No. \_\_\_\_\_

Name of the Tenderer from the group of Tenderers (complete only in case of joint tender)

\_\_\_\_\_

Names of the subcontractors (complete only in case of tender with subcontractor)

\_\_\_\_\_

represented by the Director \_\_\_\_\_  
(hereinafter referred to as the Supplier)

## SUBJECT OF THE CONTRACT

### Art. 1

Subject of this Contract is public procurement of "**BELT STANCHEONS – POSTS WITH SPARE MECHANISM AND HOLDERS**", for requirements of the Purchaser and as per Supplier's Tender filed in Purchaser's archive under No. \_\_\_\_\_ dated \_\_\_\_\_ 2013. Tender of the Supplier and Tender Dossier for subject public procurement are integral parts of this Contract.

## PRICE

### Art. 2

Total value of contract is \_\_\_\_\_ RSD/EUR VAT excluded, on delivery basis \_\_\_\_\_ (DAP (ex. DDU) Belgrade Nikola Tesla Airport or DDP).

Prices are given VAT excluded and may not be increased during Contract validity.

## MANNER OF PAYMENT

### Art. 3

~~The Purchaser shall for quality and timey fulfilled obligations under this Contract effect payment within \_\_\_\_\_ days from the date of delivery of goods being subject of public procurement.~~

The Purchaser shall make order and payment to the Supplier upon provision of financial resources by adoption of the Business Plan for 2014 or Decision on temporary financing;

AC  
M. J. W

otherwise the contract shall terminate without compensation for the inability of the Purchaser to assume the obligations.

The Purchaser shall notify the Supplier when funds are provided by adoption of Business Plan for 2014 or Decision of temporary financing. The Purchaser shall not give any order as described in the Contract unless the funds are provided by business plan or decision on temporary financing.

## **TIME AND PLACE OF DELIVERY**

### **Art. 4**

Delivery time for goods from Art.1 of this Contract is \_\_\_\_\_ days from the date of Contract conclusion.

Delivery place is Belgrade Nikola Tesla Airport.

## **QUANTITATIVE AND QUALITATIVE ACCEPTANCE**

### **Art. 5**

The Parties shall carry out qualitative acceptance of goods from Art.1 of this Contract immediately upon receipt of the goods with the Purchaser.

Qualitative acceptance will be done by comparing the data from required technical specification with corresponding components on delivered goods.

If at the qualitative acceptance is found that the quantity of goods received is different from the quantities in required technical specification, the Purchaser shall make a report on it, based on which the Supplier is obliged to deliver shortage of components within seven (7) days, at his own expense.

### **Art. 6**

If the Purchaser, not later than within 30 days from delivery date, finds deficiencies in the quality of delivered goods that could not be observed during their receipt, he shall forthwith notify the Supplier in writing. The Supplier shall, within seven (7) days from the date of receipt of such notice eliminate all identified deficiencies, at its own expense.

In the case between the parties there is no agreement on the extent of damage; it will be determined by expert evaluation at the Supplier's expense.

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## **QUALITY AND GUARANTEE**

### **Art. 7**

The Supplier shall deliver the goods from Art. 1 of this Contract in accordance with required technical specification.

The Supplier shall give warranty period for the goods of \_\_\_\_\_ years.

#### **Art. 8**

The Supplier undertakes, during warranty period offered in the tender, to eliminate at his own expense in the premises of the Purchaser identified deficiencies (that are not caused by improper handling by the Purchaser) within seven (7) days after receiving written invitation to do so by the Purchaser.

### **LIQUIDATED DAMAGES**

#### **Art. 9**

In case the deadline for delivery of goods is exceeded, the Supplier undertakes to pay to the Purchaser liquidated damages for each day of such delay at the rate 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. 10**

In case the Supplier fails to fulfill its obligations set by this Contract the Purchaser is entitled to proportional reduction of price and unilateral termination of the Contract without any explanation or notice. In any case the Purchaser is entitled to compensation.

### **TRANSITIONAL AND FINAL PROVISIONS**

#### **Art. 11**

This Contract comes into force on the date it is signed by authorized representatives of contractual parties.

#### **Art. 12**

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. 13**

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All possible disputes arising from implementation and execution of this Contract, the Contractual parties shall endeavor to settle in an amicable manner according to goods business practices.

For settlement of disputes which could not be settled in the manner from paragraph 1 of this Article the competent court will be the Commercial Court in Belgrade.



**Art. 14**

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 TENDER**

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**STATEMENT**

Under full moral, material and criminal responsibility I declare that I submitted the tender in public procurement procedure of low value No.77/2013 "BELT STANCHEONS – POSTS

25/28

He  
H. J. W

**WITH SPARE MECHANISM AND HOLDERS”** independently, without any agreement with other Tenderers or interested parties.

Place and date: \_\_\_\_\_

\_\_\_\_\_  
Name of the Tenderer, Authorized  
Person signature and seal

## 11. TENDER PREPARATION COSTS TEMPLATE

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\_\_\_\_\_ (Enter name and head office of the Tenderer)

In accordance with Article 88 of the Public Procurement Law ("Official Gazette of the Republic of Serbia", No.124/12) and Art.6 and 19 of the Rules on mandatory elements of

AC  
KJV

tender dossier in the public procurement procedures and manner of proving the fulfillment of conditions ("Official Gazette of the Republic of Serbia", No.29/13) wer deliver cost structure for the preparation of tender for public procurement No. 77/13 "BELT STANCHEONS – POSTS WITH SPARE MECHANISM AND HOLDERS", as follows:

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

Note: Pursuant to Section 88 Paragraph 2 of the Public Procurement Law costs of preparing and submitting a tender shall be borne solely by the Tenderer and he may not require reimbursement of costs from the Purchaser, except in case referred to in paragraph 3 of the same article, if the procurement procedure has been suspended for reasons that are caused by the Purchaser, provided that the Tenderer sought reimbursement of costs in his tender.

Place and date: \_\_\_\_\_

\_\_\_\_\_  
 Name of the Tenderer, Authorized  
 Person signature and seal

