



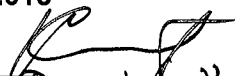
**TENDER DOSSIER
FOR PUBLIC PROCUREMENT OF "INFORMATION SYSTEM – BAG TRACER" No.79/2013**

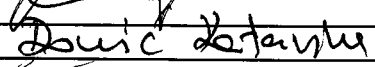
CONTENTS:

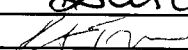
1. GENERAL PROCUREMENT INFORMATION
2. SUBJECT OF PUBLIC PROCUREMENT DATA
3. TYPE, TECHNICAL CHARACTERISTICS (SPECIFICATIONS), QUALITY, QUANTITY AND DESCRIPTION OF THE SUBJECT OF PUBLIC PROCUREMENT
4. CONDITIONS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE FROM ART. 75 and 76 OF PUBLIC PROCUREMENT LAW AND INSTRUCTIONS HOW TO PROVE FULFILLMENT OF THESE CONDITIONS
5. INSTRUCTIONS TO TENDERERS
6. TENDER TEMPLATE
7. DRAFT CONTRACT
8. PRICE STRUCTURE TEMPLATE
9. TENDER PREPARATION COSTS TEMPLATE
10. STATEMENT ON INDEPENDANT BID
11. GUARANTEE TEMPLATES

**MEMEBERS OF THE COMMITTEE AGREED TO TENDER DOSSIER FOR SUPPLY OF
"INFORMATION SYSTEM – BAG TRACER" No.79/2013**

1. Nenad Sakić, President
2. Katarina Đokić, Member
3. Goran Milić, Member, P.P. Officer

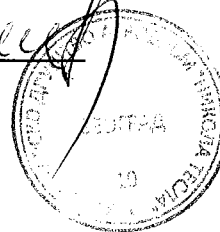






EXECUTIVE DIRECTOR


Dejan Mišojanović



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:	Nenad Sakić
Telephone number of contact person:	011/209-4839
Fax number of the contact person:	011/209-4223
e-mail of the contact person:	nenad.sakic@beg.aero
GENERAL PUBLIC PROCUREMENT INFORMATION	
The subject of procurement services	Services – Information System – Bag Tracer
Public procurement number	79/2013
The type of public proc. procedure	OPEN PROCEDURE
Implementation of the procedure	The procedure is implemented for conclusion of the public procurement contract

2. SUBJECT OF PUBLIC PROCUREMENT DATA


Description of the subject of procurement procurement:

“Information System – BAG TRACER” No. 79/2013

Name and designation of the general acquisition vocabulary:

Information technology services - 72222300

Services Electronic Data Interchange - 64216110

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3. TECHNICAL CHARACTERISTICS (SPECIFICATIONS)

Currently, there is WorldTracer in use at Belgrade Nikola Tesla Airport, via technical access through DCS Gaetan. Below is a table with number of transactions in 2013.

WT transactions in 2013.																		
2013	AHL	OHD	DPR	FWD	FAH	FLZ	FOH	RIB	RCB	TNT	RAF	ROF	ROF/ EA	SMS	BDO	SEA	RWF	
jan	859	23	102	84	23	1	9	3	5	1009	2451	208	2					
feb	570	33	70	35	20	6	4	3	2	658	1874	225						
mart	676	54	94	43	50	1	9	6		707	2356	204	11	1	824			
apr	543	55	66	32	17	7	6	3	3	572	2087	271	3	1	420			
maj	661	52	98	40	18	7	13	2	2	624	2895	270	3		503	3		
juni	822	66	103	71	23	4	26	4	2	829	2275	176			687			
juli	901	87	95	65	49	9	23	1	3	973	2798	282	2		730			
avg	792	93	90	77	47	13	28	3	1	836	3148	407	4		632			
sep	716	66	95	67	48	9	24	5	1	709	2088	259	6		570			
okt	549	48	70	34	21	5	9	2	1	496	2172	185	2		457			
nov	419	44	78	36	36	9	14	4	1	369	1500	141			349		5	
dec	833	90	96	59	40	7	29	4	3	765	2578	290	4		666			
TOTAL	8.341	711	1.057	643	392	78	194	40	24	8.547	28.222	2.918	37	2	5.838	3	5	57.052

3.1 SUBJECT OF THE PROCUREMENT INFORMATION SYSTEM – BAG Tracer

Subject of the procurement is the use of information system BAG Tracer Web service and Management module.

Procurement subject includes the following:.

- INFORMATION SYSTEM
 - Information system WEB service
- SETUP OF INFORMATION SYSTEM
 - Configuration
 - Commissioning
 - Reporting
- SUPPORT AND MAINTENANCE
 - Preventive support and maintenance
 - Corrective support and maintenance

3.1 DESCRIPTION OF THE PROCUREMENT SUBJECT

3.1.1 INFORMATION SYSTEM FEATURES

FEATURES AND FUNCTIONAL REQUIREMENTS OF BAG TRACER SERVICE

The BAG Tracer Service is a graphical user interface that provides access to the WorldTracer application via the internet. Bag Tracer should with the help of graphical user interface enable web access to information system for tracking of lost luggage.

The primary function of the above system is the creation and exchange of the following documents relating to lost, or untimely arrived luggage:

Create files:

On-hand bag

- Create quick file - QOH
- Create file - OHD
- Create multiple files - BOM

Delayed bag

- Register -TNT
- Create file - AHL
- Property Irregularity Reports - PIR AHL
- Create group AHL - a- GAL

Damage bag

- Register
- Create file -DPR
- Property irregularity report - PIR DPR

Rush bag

- Create file-FWD

Display file

- | | |
|-----------------------------|------------|
| -Delayed bag - display file | - DAH |
| -On-hand bag -display file | - DOH |
| -Damaged file -display file | - DDP |
| -Rush bag -display file | - DFW |
| -Delayed bag - search file | - DAH, RAF |
| -On-hand bag-search file | - DOH, ROF |
| -Rush bag - search file | - DFW, RFW |
| -Delayed bag -send file | - SHC AHL |
| -On-hand bag -send file | - SHC OHD |
| -Damaged bag - send file | - SHC DPR |

Action file messages

- Action File principles
- Action File - Inbox Areas
- Action File functionality

- Manage Messages – CXF
- Search Messages - DXF
- Erase Messages - EXF
- Send Message - PXF

Update files

- Delayed Bag - Update file -AAH
- On-hand Bag - Update file -AOH
- Damaged Bag - Update file -ADP

Matching process

- Matching Process
- Calculate Match Score
- Delayed Bag - Request bag – ROH
- On-hand Bag - Forward bag - FOH
- Suspend file – SUS
- Delayed Bag - Suspend file -SUS AHL
- On-hand Bag - Suspend file -SUS OHD
- Reinstate file - RIT
- Delayed Bag - Reinstate file - RIT AHL
- On-hand Bag - Reinstate file - RIT OHD
- Delayed Bag - Override match delay - MDO
- Delayed Bag - Extend tracing - XTR
- Reactivate file
- Delayed Bag - Reactivate file - RAW
- On-hand Bag - Reactivate file - ROW

Manage file closures

- Delayed Bag - Close file - CAH
- Delayed Bag - Convert to damaged bag file -CFD
- On-hand Bag - Close file -COH
- Damaged Bag - Close file –CDP
- Reopen file - RCB
- Delayed Bag - Reopen file - RCB AHL
- On-hand Bag - Reopen file - RCB OHD

Supplementary functions

- Delayed Bag - Forward held bags - FAH
- On-hand Bag - Forward bag to LZ - FLZ
- Send to teletype -TTY
- Convert currency – CCY
- Display geographic areas - DGS
- Display membership list - MEM
- Display contents dictionary – CDD
- Station configuration - Delivery Company - DSB
- Create delivery order - BDO
- Delayed Bag - Create delivery order - BDO AHL
- On-hand Bag - Create delivery order - BDO OHD
- Damaged Bag - Create delivery order - BDO DPR
- Baggage Delivery Report – MBD
- Notify passenger - SMS/SEA
- Delayed Bag - Notify passenger - SMS AHL/SEA AHL
- On-hand Bag - Notify passenger - SMS OHD/SEA OHD

- Damaged Bag - Notify passenger -SMS DPR/SEA DPR
- Reassign file - RIB
- Delayed Bag - Reassign file - RIB AHL
- On-hand Bag - Reassign file - RIB OHD

Found property

- Register Items - RFP
- Search / Update Items - DFP/AFP
- Delete Items – EFP
- Update items - AFP

Reports

- File Reference List Report – FRR ???

- MAV – Average Cost Performance
- MBD – Baggage Delivery
- MCA – Claims Status
- MCL — Call Center
- MCS – Payment/Cost
- MDP – DPR Report
- MFD – Flight/Date
- MFF – Fault Flight
- MFK – Fault Station Performance
- MIP – Monthly Interline Proration
- MRC – Fault Station Percentage of Mishandlings
- MRD – Type of Damage
- MRI – Total Inputs Management
- MRK – Fault Station Performance
- MRP – Fault Station Cost
- MRS – Activity Status
- MSF – Fault Station Log
- MSL – Station Log
- MSP – Station Performance
- MWF – Worst Flight
- MXR – Fault Station Mishandled Connections

Coordinator

- Management -DSS
- Handling agreements -DSP HND
- Currency & Performance -DSP USR
- Multi-station update –DSC
- Electronic messages -DSM / DSE
- Station list display –DSL
- Handler list display –HFD
- Custom pages -DFT / CFT
- Custom pages -DST / CST
- Master record display –DMR
- Manage Messages –CHF
- Search Messages –DHF
- Erase Messages -EHF
- Send Message -PXF
- Questionnaire sent –DQS
- Received at LZ - ALZ

- Reassign file – RIB
- Reinstate file – RIT
- Rematch file - FRM
- Retrieve pastdate file -PDI / PDE

SCALABILITY AND AVAILABILITY

Information system, which part is service being the subject of procurement, must provide a high level of scalability and availability:

- The number of system users should not affect the performance of the system.
- Information system should be designed to operate 24 hours a day, 365 days a year.
- The Tenderer shall provide the redundant operation of information system and data synchronization.
- General availability of the system shall be a minimum of 99.5% per month, excluding planned to shut offs of the system.

BAG Tracer must have a simple graphical user interface that allows the web (network) access to information systems BAG Tracer via standard web browsers.

SAFETY AND SECURITY OF INFORMATION SYSTEM

The information system should be free of viruses and other infections that can affect the operation of the system.

The information system should provide a high level of security and protect the system from unauthorized attempts to login. Users need to authenticate (code or otherwise) during login.

3.3 SETUP OF INFORMATION SYSTEM

I) CONFIGURATION

The Tenderer shall provide all necessary adjustments of Web service information system BAG Tracer which is subject to public procurement, so that all components of the service are operational and meet the functional requirements described in Section 3.2 Description of the subject of public procurement.

II) REPORTING

The supplier must provide a set of standard reports.

The supplier must enable download of the report directly, via e - mail address or through the web portal.

III) COMMISSIONING

Commissioning of the service will be carried out through the following stages:

1. Putting of the service in active operation
2. Activation of technical support and maintenance

3.4 SUPPORT AND MAINTENANCE

Support and maintenance refer to the WEB service information system that is subject of public procurement.

The Purchaser will perform first level maintenance with a team of technicians and administrators including:

- Help desk to users
- Escalation to a higher level of support and maintenance that will be provided by the Tenderer
- Other as recommended by the Tenderer.

3.4.1 PREVENTIVE SUPPORT AND MAINTENANCE

The Tenderer shall provide to the Purchaser all necessary technical support to ensure optimal operation of the system and to ensure the required availability of WEB service information system of minimum 99.5% per month, excluding the time for pre-agreed disruptions in system operation. The Tenderer must provide Contact Centre (phone and/or e-mail) that will give to the Purchaser answers to the questions and all the information necessary for the optimal functioning of the system, during normal business hours.

3.4.2 CORRECTIVE SUPPORT AND MAINTENANCE

Corrective support and maintenance of the software assumes that the Tenderer shall provide technical support center and perform 2 and 3 level of support and maintenance, and that he shall based on request (first notice) of the Purchaser carry out all necessary actions to eliminate perceived errors and malfunctioning. Troubleshooting the system implies that the Supplier shall provide all the necessary resources and perform all the necessary actions to rectify the fault in the system to allow system availability of 99.5% per month, calculated from the time of the first notification by the Purchaser. The Tenderer undertakes to submit to the Purchaser, prior to start of service provision, document setting out the procedures and the way in which the Purchaser is to make a request for the removal of system failures.

- The first level of the corrective support and maintenance will be performed by the Purchaser with its team of the customer service technicians and administrators, with the consent of the Tenderer.
- The second level of support and maintenance will be carried out by the Tenderer, in the manner and within the time limits described in Table of corrective maintenance. For a given level of support, the Tenderer must provide the technical support center (service desk) which will be available 24/7.
- The third level of support and maintenance (engineering support) will be carried out remotely by the Tenderer.

Note: The team of technicians and administrators of the customer service of the Purchaser shall perform all duties in maintaining and supporting the system that are allowed to them and for which they are trained by the Tenderer.

Center for technical support must be available to take calls and / or e-mails of customers 24/7.

3.5 RECAPITULATION

TABLE – TOTAL VALUE OF TENDER

TABLE – TOTAL VALUE OF TENDER						
I	INFORMATION SYSTEM WEB SERVICE					
	Web service information system - BAG Tracer					
	DESCRIPTION	TYPE OF COST	QUANT. (for 18 months of system use)	Unit of measurement	Unit Price	TOTAL
	A) Transaction	OPEX	90.000	pcs.		
	B) Monthly subscription fee	OPEX	18	month		
	INFORMATION SYSTEM TOTAL:					
II	SETUP OF INFORMATION SYSTEM					
	IMPLEMENTATION OF INFORMATION SYSTEM					
1	DESCRIPTION	TYPE OF COST	QUANTITY		Unit Price	TOTAL
	A) Configuration	CAPEX	Lump sum			
	B) Commissioning	CAPEX	Lump sum			
	V) Reporting	CAPEX	Lump sum			
	SETUP OF INFORMATION SYSTEM TOTAL (1+2):					
III	SUPPORT AND MAINTENANCE					
1	DESCRIPTION	TYPE OF COST	QUANT.	Unit of measurement	Unit Price	TOTAL
	A) Preventive support and maintenance	OPEX	18	month		
	B) Corrective support and maintenance	OPEX	18	month		
	SUPPORT AND MAINTENANCE TOTAL:					
TOTAL CAPITAL COSTS (EXCL. VAT IN THE PURCHASER'S COUNTRY):						
TOTAL OPERATING COSTS (EXCL. VAT IN THE PURCHASER'S COUNTRY):						
TOTAL TENDER VALUE I+II+III (EXCL. VAT IN THE PURCHASER'S COUNTRY):						

NOTES:

If the Tenderer considers that as per requests of the Purchaser in technical specifications, the Table of offered unit prices and total price does not include some items of operating or capital costs, it is necessary that they be included within the specified positions. During the term of the contract is not possible to invoice services which costs are not defined in the above table.

Quantity (number of transactions) that are given in the table total value of tender are based on projections of the Purchaser. The contract will be applied to the actual quantities, based on the offered unit price in the above table.

INSTRUCTIONS HOW TO FILL IN TABLE ELEMENT OF THE CRITERIA – TOTAL VALUE OF THE TENDER:

The Tenderer shall state the currency in which the price is expressed. The Tenderer is obliged to fill in all empty fields in the table. If the Tenderer doesn't have prices for any of the positions that are stated in the table he will be obliged to put „0“ (zero) in that position.

126

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>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>For legal entities shall be submitted:</p> <p>1) criminal record extract or certificate of the basic court in which territory are headquarters of the domestic legal entity or representative office or branch headoffice of a foreign legal entity, confirming that the Tenderer (legal entit) has not been convicted for offenses against the economy, crimes against the environment, the crime of taking or offering bribes, the crime of fraud. The certificate must include the information from the criminal records for crimes within the jurisdiction of the regular Criminal Division of the High Court</p>

	<p>otherwise in addition to the certificate of the Basic Court and it is necessary to submit a certificate of the competent higher court;</p> <p>2) criminal record extract or certificate of the Special Department (organized crime) of the Higher Court in Belgrade confirming that the Tenderer (legal entity) has not been convicted for any of the crimes as a member of an organized criminal group.</p> <ul style="list-style-type: none"> • For the legal representative shall be submitted the following: criminal record extract certificate of the competent police department of the Ministry of Interior request for issuance of the certificate may be filed by place of birth (according to article 2, paragraph 1, item 1) of the Rules of Criminal Records ("Off. Gazette of SFRY", no. 5/79) - the body in charge of internal affairs of the municipality in whose territory the person is born) and the place of residence. <p>In case that the entity has more than one legal representative, the evidences shall be submitted for each of them.</p>
<p>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,</p>	<p>For entrepreneurs</p>
	<p>Criminal record extract i.e. certificate of the competent police department of the Ministry of Internal Affairs that the person 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>For natural persons</p>
	<p>Criminal record extract i.e. certificate of the competent police department of the Ministry of Internal Affairs that the person 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>For legal entities</p>
	<p>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</p>

being in force at the time of announcement, i.e. submission of the invitation to tender.	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.
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.	For legal entities
	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. Under business capacity the Tenderer	List of delivered BAG Tracer web services with dates and list of customer(s), i.e. purchaser(s).

1 2 ke

understands that in the last three years, before invitation to tender was published, he has implemented at least BAG Tracer web service for one client and that it is still in use.	
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Note: The tenderer is not required to submit evidence that is publicly available on the website of the competent authorities.

Tenderers who are registered in the register of the Tenderers on the basis of Article 78 of the Public Procurement Law are not required when submitting tender to provide evidence under Art. 75. Paragraph 1, items 1) to 4), but they are required to state in the tender that they are registered as Tenderers in the Register of Tenderers maintained by the Business Registers Agency.

Tenderers who are registered in the Company Register maintained by the Agency for Business Registers are not required to submit proof of Art. 75, paragraph 1, items 1) to 4), Extract from the Register of Business Registers Agency, which is publicly available on the website of the Agency for Business Registers.

If the state in which the Tenderer is based does not issue evidence of the fulfillment of conditions (evidence of Template 4) The Tenderer may, instead of evidence, submit a written statement, made under penalty of perjury, certified before a judicial or administrative authority, public notary or other competent authority of the state.

If the Tenderer is based in another country the Purchaser may check if the documents by which the Tenderer is proving fulfillment of the required conditions are issued by the 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 "Information System – BAG Tracer" No. 79/2013.

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 or 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 and the names of all the tenderers in the group in case of a joint tender), in the preparation of tender for participation in the public procurement "Information System – BAG Tracer" No. 79/2013, 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 bid), each Tenderer from a group of Tenderers must meet the requirements for participation in the procurement procedure under Article 75 Paragraph 1 items 1) to 4) of the Public Procurement Law (" Official Gazette of the Republic of Serbia" 124/12). Conditions are described in items 1) to 4) of Table 4.1. in 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) and 6) of the Table 4.1., in Template 4 of the Tender Dossier, they meet together by submitting evidence given in Table 4.1., items 5) and 6).

In the case of a tender with a subcontractor, the Tenderer shall, as part of the tender, file a statement of whether the execution of procurement he will partly delegate to a subcontractor, indicating the part of the contractual obligations that he will delegate to a subcontractor. The Tenderer shall indicate the name of the subcontractor, and if the public procurement contract is concluded, the subcontractor shall be stated in the contract.

The Tenderer shall deliver evidence for the subcontractor that the requirements of Article 75 Paragraph 1 points 1) to 4) of the Public Procurement Law (" Official Gazette of the Republic of Serbia" No. 124/12), as described in points 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 or an authorized member of the group of Tenderers (in case of a joint bid), shall, with the tender, submit a completed and signed statement from 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 person the evidence in Table 4.1., items 2) and 4) may not be older than two months before 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., items 2) and 4) may not be older than two months before opening. Evidence from Table 4.1., item 3) must be issued after the publication of the invitation to tender.

If the Tenderer is an individual the evidence in Table 4.1., items 2) and 4) may not be older than two months before 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. If the Tenderer is a foreign entity, the tender may be made wholly or partly in 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 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 Template of technical characteristics-specification (Template 3);
- Duly completed, sealed and signed Draft contract (Template 7);
- Duly completed, sealed and signed Price structure template, with instructions how to complete it (Template 8);
- Duly completed, sealed and signed Statement on independent tender (Template 10);
- Bank statement on issuance of Performance Bond (Template 11, Appendix 1);
- The manufacturer's technical documentation proving compliance with the requirements of Template 3 of the tender dossier.

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

TENDER FORM

3. 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 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".

6. 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

7. 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

8. In case the Tenderer acts with subcontractor he is obliged to submit as an integral part of the tender statement in which he will indicate that he will part of execution of the public procurement delegate to subcontractor/s, including:

- Part of the subject public procurement to be delegated to subcontractor/s;
- The percentage of the total value of procurement to be delegated to subcontractor/s;
- Rules of procedure for the Purchaser in the case that due receivables are transferred directly to subcontractor/s.

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

PAYMENT, PLACE OF PROVISION OF SERVICE, DEADLINE FOR EXECUTION

10. The tenderer shall accept in the tender template manner and terms of payment:

The Purchaser shall effect payment within 30 days from the date of invoice receipt.

For the service Setup of Information System the Tenderer will issue the invoice upon completed obligations and signed Minutes on qualitative acceptance by the Purchaser.

For the service of support and maintenance the Tenderer shall issue invoices to the Purchaser on a monthly level for the previous month.

In case the Tenderer does not accept the above method and terms of payment, the tender will be rejected as unacceptable.

11. The tenderer shall accept the **place of delivery Belgrade Nikola Tesla Airport** otherwise the tender will be rejected as unacceptable.

12. The tenderer is obliged to accurately express **deadline for execution of the service Setup of information system** (in days) in the tender template. The tenderer is obliged to offer the deadline of system setup **not longer than 30 days** from the date of contract signature. Should the offered deadline be longer than 30 days, the tender will be rejected as unacceptable.

13. The Tenderer shall specify in the tender template the period of support and maintenance service expressed in months starting from the date of takeover of the system, otherwise the tender will be rejected as unacceptable.

Under the period of support and maintenance service the Purchaser means the period during which the tenderer shall provide the services, described in detail in Section 6 of the Technical Specifications.

CURRENCY AND PRICE

14. Tenderer may display prices in RSD or EUR.

- If the tenderer gives the price in EUR, for the conversion of price into RSD use 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.

- If the offered price includes import duty and other charges, the tenderer is required to show that part separately in RSD.

VALIDITY OF TENDER

15. Tender must have validity period of at least 90 days from the date of public opening session. Tender with shorter validity period will be rejected as unacceptable.

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

16. 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.

CONTRACT SECURITY INSTRUMENT

17. The Tenderer shall at conclusion of the Contract submit to the Purchaser bank Guarantee (Template 11, Appendix 2) to the amount of 10% of the value of Setup of Information System as a Performance Bond. 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.

Performance Bond shall have validity at least 15 days longer than the foreseen deadline for execution of the service of Setup of the system.

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

18. 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.



As confidential, the Tenderer may mark the documents containing personal information, which are not in possession of any public registry nor available in any other way, as well as business data which are marked confidential by regulation or internal acts.

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 which are not marked in the abovementioned way. In case the data which do not respond to the above-mentioned conditions are marked as confidential, the Purchaser will invite the Tenderer to remove the confidentiality note. The authorized representative of the Tenderer will do that by writing "CANCELTION" above the confidentiality note, writing the date and time and signing.

If the Tenderer does not cancel the confidentiality of documents, The Purchaser shall consider this tender as tender without confidential information.

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

19. 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.79/2013 **"INFORMATION SYSTEM – BAG TRACER"** for the Committee President- Nenad Sakić".
- By e-mail: javnenabavke@beg.aero.

FURTHER EXPLANATIONS, CONTROL AND ALLOWED CORRECTIONS

20. 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

21. The Tenderer who has a negative reference in the field, which is not the same type of public procurement shall contractual obligations security instrument from items 18 and 19 in the manner and within the time limits set out in items 18 and 19, but in the amount of 15% of the offered value.

CONTRACT AWARD CRITERIA

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

SPARE CRITERION FOR CONTRACT AWARD

23. If, after a professional evaluation of the tenders, two or more Tenderers have the same total number of points, priority will be given to the Tenderer with the shorter deadline for completion of the service Setup of information system.

ADDITIONAL CONDITIONS

24. The Tenderer shall complete and certify the statement in item 4.2., 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.

25. 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

26. 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).

27. 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 80,000.00. 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.

DECISION ON AWARD OF CONTRACT

28. 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

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

30. The tenderer whose tender is selected as the most favourable, 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 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 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 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.

PERMITS FOR MOVEMENT IN AIRPORT RESTRICTED AREAS

31. 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.

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

6. TENDER TEMPLATE

Tender of the Tenderer for public procurement "Information System – BAG Tracer No. 79/2013

Name of the Tenderer:		
Address of the Tenderer:		
Headoffice (City and Municipality):		
Registration No.:		TIN:
Authorized person:		
Contact person:		
Web site:		e-mail:
Telephone number:		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 procurement subcontractor: _____		
Address: _____, Registr. No: _____, TIN: _____		
Authorized person: _____, Tel. No.: _____		
with _____ % participation (not more than 50%) performs the following: _____		
2. in execution of procurement subcontractor: _____		
Address: _____, Registr. No: _____, TIN: _____		
Authorized person: _____, Tel. No.: _____		
with _____ % participation (not more than 50%) performs the following: _____		
3 in execution of procurement subcontractor: _____		
Address: _____, Registr. No: _____, TIN: _____		
Authorized 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: _____		
2. _____ Address: _____		

Registr.No.:	TIN:	Tel.No.:
Contact person:	Account No:	
Total value of tender: _____ RSD/ EUR w/o VAT, (A)		
Tender value for Information system amounts to _____ RSD / EUR w/o VAT. (B)		
Tender value for Setup of Information System amounts to _____ RSD/EUR w/o VAT. (C)		
Tender value for the service Support and Maintenance amounts to _____ RSD/EUR w/o VAT. (D)		
Tender value for the service Support and Maintenance on monthly basis amounts to _____ RSD/EUR w/o VAT. (E)		
Period of provision of service Support and Maintenance is _____ (min. 18 months) months starting with the date of takeover of the system. (F)		
Note: A= B+C+D D= ExF		
Manner of payment: <ul style="list-style-type: none"> - The Purchaser shall effect payment within 30 days from the date of invoice receipt. - For the service Setup of Information System the Tenderer will issue the invoice upon completed obligations and signed Minutes on qualitative acceptance by the Purchaser. - For the service of support and maintenance the Tenderer shall issue invoices to the Purchaser on a monthly level for the previous month. 		
Deadline for execution of service Setup of Information system: _____ day (maximum 30) days from the date of Contract signing.		
Place of provision of service is Belgrade Nikola Tesla Airport.		
Tender validity (minimum 90 days): _____ from the date of tender opening.		
Place and date:		Authorized person signature:
_____		_____
L.S.		

7. DRAFT CONTRACT

NOTE 1: TENDERER SHALL FILL-IN DRAFT CONTRACT, PUT SIGNATURE AND SEAL ON THE LAST PAGE, CONFIRMING THAT HE AGREES WITH THIS DRAFT CONTRACT.

SUPPLY CONTRACT

Concluded based on completed public procurement procedure No. 79/2013 per procurement plan for 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 _____
represented by the Director _____
Registration No. _____;
current account No. _____
TIN _____
(hereinafter referred to as the Supplier) on the other side

I SUBJECT OF THE CONTRACT

Art. 1

Subject of this Contract is procurement of the service "Information System – BAG Tracer" No.8/2013 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.

II MANNER OF PROVISION OF SERVICE

Under the service from Art.1 of this Contract the Purchaser understands the following:

- INFORMATION SYSTEM
 - Information system WEB service
- SETUP OF INFORMATION SYSTEM
 - Configuration
 - Commissioning
 - Reporting
- SUPPORT AND MAINTENANCE

- Preventive support and maintenance
- Corrective support and maintenance

The Supplier undertakes to start the service Support and Maintenance upon completion of the service Setup of Information System and commissioning of the system.

III PRICE

Art. 2

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

Value of Information System amounts to _____ RSD/EUR w/o VAT.

Value of the service Setup of Information System amounts to _____ RSD/EUR w/o VAT.

Value of the service Support and Maintenance amounts to _____ RSD/EUR w/o VAT.

Value of the service Support and Maintenance on monthly basis amounts to _____ RSD/EUR w/o VAT.

IV MANNER AND TERM OF PAYMENT

Art. 3

The Purchaser shall effect payment within 30 days from the date of invoice receipt.

For the service Setup of Information System the Tenderer will issue the invoice upon completed obligations and signed Minutes on qualitative acceptance by the Purchaser.

For the service of support and maintenance the Tenderer shall issue invoices to the Purchaser on a monthly level for the previous month.

/ TIME AND PLACE OF PROVISION OF SERVICE

Art. 4

Deadline for completion of service Setup of Information System upto the phase of commissioning of web service Information System from Art.1 of this Contract is _____ days (maximum 30) from the date of conclusion of the Contract.

The Supplier will render service Support and Maintenance from Art.1 of this Contract in the period of _____ months, starting from the date of system takeover.

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

VI SCHEDULE OF PROVISION OF SERVICE

Art. 5

The provision of service from Article 1 this Contract shall be made by the schedule set by the Supplier with the consent of the Purchaser.

VII QUALITATIVE ACCEPTANCE

Art. 6

The Supplier undertakes to appoint after conclusion of the contract an expert who will, in front of the Supplier in charge of managing the implementation and control of performance of the service Setup of Information System.

The Purchaser undertakes upon conclusion of the contract to appoint an expert who will, in front of the Purchaser be responsible for co-operation with the Supplier regarding delivery of Information System and execution of the service of Setup of Information System and who will supervise the quality and quantity, and the dates of execution.

If the expert of the Purchaser during delivery of Information System and provision of the service of Initial Setup of Information System notices any defects or irregularities, he will make a report on it and notify the expert of the Supplier, based on which the Supplier is obliged to eliminate the deficiencies and defects within thirty (30) days, at his own expense.

Qualitative acceptance will be done by comparing quality of the elements of delivered web service Information System and rendered service of Setup of Information System with the elements and requirements of the technical specification.

If the quality acceptance establishes that the quality of delivered web service Information System and rendered service of Setup of Information System differ from the elements of the technical specification, the Purchaser shall make a report on it, based on which the Supplier is required to render unrendered service within thirty (30) days, at his own expense.

After completion of the qualitative acceptance the Contracting Parties shall perform takeover of the system and make and sign the Minutes on quality acceptance.

VIII QUALITY, WARRANTY AND LIABILITY

Art. 7

The Supplier shall deliver goods and provide service under Article 1 this Contract in all as per requested technical specification and with due professional care.

Supplier shall, at the conclusion of the Contract, submit to the Purchaser Performance Bond in the amount of 10% of the value of Setup of Information Systems. If the supplier is based in a foreign country, he is required to submit a bank guarantee by sending the SWIFT message sent 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 null and void. The bank guarantee will be irrevocable, unconditional, without right to protest and payable on the first call. Performance Bond will be valid at least 15 days longer than the deadline for execution of the service Setup of Information System.

Art. 8

If the Purchaser, after provision of service, or within thirty (30) days at the latest from the takeover date finds deficiencies in the quality that could not be observed at the qualitative acceptance, he shall promptly notify the Supplier in writing about it and to invite him to eliminate within thirty (30) days all deficiencies. Costs of eliminating deficiencies in quantity and quality are borne by the Supplier.

In the event that the Contracting Parties may disagree about the shortcomings in quantity, it will be determined by expert assessment at the expense of the Supplier.

Art. 9

In case the deadline for execution of the service Setup of Information System is exceeded, the Supplier undertakes to pay to the Purchaser liquidated damages for each day of delay at the rate of 0.3% of the total value (VAT excluded) set in Art.2, paragraph 3 of this Contract.

In case the Supplier fails to provide requested availability of system software of 99.5% on measured on an monthly basis, he undertakes to pay to the Purchaser damages for each hour in excess of maximum allowable time of system failure defined by above, at the rate of 0.2% of the value (VAT excluded) set in Art.2, paragraph 4 of this Contract.

Maximum value of liquidated damages is 10% of the value set in Art.2, paragraph 1 of this Contract.

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

Art. 10

Should the Supplier fail to perform obligations set in this Contract the Purchaser is entitled at his own discretion to proportional reduction of price and unilateral termination of the Contract. In case of unilateral termination of the contract, the Purchaser shall leave the Supplier additional 30 days for fulfilment of his contractual obligations. Should the Supplier fail to fulfil contractual obligations within this additional period, the Purchaser is entitled to termination of the Contract.

***X PROPERTY RIGHTS AND CONFIDENTIALITY**

Art. 11

All intellectual property rights of BAG Tracer service implemented by the Supplier in accordance with this Contract are licensed and owned by the Supplier.

The Contracting Parties agree that the entire software and documentation issued by the parties necessary for the implementation and development of the software and any kind of adjustments in order to meet contractual obligations fall within the confidential data. All information acquired by the parties will be kept confidential. Access to this information may be made available only to authorized persons of contracting parties and relevant authorities in accordance with the law on public procurement and other regulations in the Purchaser's country.

X TRANSITIONAL AND FINAL PROVISIONS

Art. 12

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

Art. 13

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. 14

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. 15

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

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

8. 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. 79/2013 I issue the following Price
structure template

No.	PRICE STRUCTURE ELEMENTS BY ITEMS	Quantity	Unit price w/o VAT	Unit price with VAT	Total price w/o VAT	Total price VAT included
1.						
2.						
3.						
4.						
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.

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.

9. TENDER PREPARATION COSTS TEMPLATE

(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 of 79/2013 "INFORMATION SYSTEM-BAG TRACER", 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

10. STATEMENT ON INDEPENDENT BID

STATEMENT

(state the name and headoffice of the Tenderer)

In accordance with Art.26 and 61, Paragraph 4, item 9) of the Public Procurement Law („Official Gazette of RS" No.124/12), under full moral, material and criminal responsibility I declare that the tender in a public procurement open procedure 79/2013 "Information System – BAG Tracer" is submitted independently, without any agreement with other Tenderers or interested parties.

Place and date: _____

Name of the Tenderer,
authorized Person signature and seal



11. GUARANTEE TEMPLATES

APPENDIX 1

BANK STATEMENT ON ISSUANCE OF THE PERFORMANCE BOND

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 Setup of Information System for public procurement 79/2013 "Information System – BAG Tracer", as a guarantee for good execution of the job.

The Bank guarantee will be irrevocable, unconditional, without protest or notification, payable on first demand.

We are agree that, upon Purchaser's demand, the issued security instrument can be submitted to the bank in case of contract termination, non-fulfilment of contractual obligation or delay of fulfilment of contractual obligation. Bond validity shall be 15 days after the date set for provision of the service Setup of the Information System.

Date:

Seal and signature of guarantor (bank)

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

APPENDIX 2

PERFORMANCE BOND TEMPLATE

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

JSC BELGRADE "NIKOLA TESLA" AIRPORT

11180 BELGRADE 59

Republic of Serbia

and

Tenderer's name

Place and address of Tenderer

For

**PUBLIC PROCUREMENT 79/2013 "Information System – BAG Tracer" FOR REQUIREMENTS OF
JSC BELGRADE NIKOLA TESLA AIRPORT**

With total contracted value of _____ and in words (_____), in scale and quality defined in the above-mentioned Tender.

On Purchaser's demand _____ by this bond we undertake irrevocably and unconditionally, without right to protest, that the Tenderer will perform its contractual obligation in the contracted 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 effect payment to the Purchaser in amount of _____, which is 10% of contracted amount for Setup of the Information System.

This bond has validity 15 days after the date set for provision of the service Setup of Information System.

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

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)

