


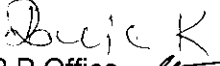



**TENDER DOCUMENTATION**  
**FOR PUBLIC PROCUREMENT „BAG MESSAGE SERVICE - BMS” No. 48/2013**

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**MEMEBERS OF THE COMMITTEE AGREED TO TENDER DOSSIER FOR “BAG MESSAGE SERVICE - BMS” NUMBER 48/2013**

- |                    |                    |   |
|--------------------|--------------------|---|
| 1. Nenad Sakić,    | President          |  |
| 2. Ivana Elek,     | Member             |   |
| 3. Katarina Đokić, | Member             |  |
| 4. Goran Milić,    | Member, P.P.Office |  |

**EXECUTIVE DIRECTOR**

Dejan Milovanović



## 1. GENERAL PROCUREMENT INFORMATION

INFORMATION ON THE PURCHASER:	
Name of the Purchaser:	AIRPORT NIKOLA TESLA JSC BELGRADE
Address:	11180 BELGRADE 59
Headquter (city and municipality):	BELGRADE, SURČIN
Registration number:	07036540
TIN number:	100000539
Purchaser's activity code:	5223
Internet address of the purchaser:	www.beg.aero
Director or person authorized to sign the agreement on Public Procurement:	Ph.D. Velimir Radosavljević
Contact person:	Nenad Sakic
Contact person's telephone number:	+381 11 209 4839
Contact person's fax number:	+381 11 209 4223
Contact's person e-mail:	nenad.sakic@beg.aero
GENERAL PUBLIC PROCUREMENT INFORMATION	
Public procurement's subject:	BAG MESSAGE SERVICE - BMS
Pubic procurement's number	48/2013
ype of the public procurement	Open procedure
Conductig of the procedure	The procedure is being conducted due to conclude a public procurement contract

## 2.SUBJECT OF PUBLIC PROCUREMENT DATA

### Description of the subject of public procurement:

"BAG MESSAGE SERVICE - BMS" NUMBER 48/2013

### The title and the mark from the general procurement dictionary:

Information sistem - 48810000

Airport equiment - 34960000

For implementation on the airports – MA 10

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### 3. TECHNICAL CHARACTERISTICS (SPECIFICATIONS)

#### GENERAL AIRPORT NIKOLA TESLA BELGRADE CHARACTERISTICS AND AREA OF IMPLEMENTATION „BAG MESSAGE SERVICE - BMS”

According to investment plan of Belgrade Nikola Tesla Airport, for purchasing Baggage Reconciliation System - BRS, by purchasing BAG MESSAGE service - BMS airport should be allowed to connect above mentioned system and different airline's Departure Control Systems. Following table describes DCS systems and airlines used at the airport:

**Table 1** - Overview of the existing Departure Control Systems at Airport Nikola Tesla Belgrade:

Airlines	IATA code	DCS	Note
Tarom	RO	SITA DCS	
Germanwings	4U	DCS Gaetan	Airport Nikola Tesla Belgrade
Tunis Air	TU	DCS Gaetan	Airport Nikola Tesla Belgrade
Alitalia	AZ	DCS Gaetan	Airport Nikola Tesla Belgrade
Norwegian	DY	DCS Gaetan	Airport Nikola Tesla Belgrade
Montenegro Airlines	YM	DCS Gaetan	Airport Nikola Tesla Belgrade
Pegasus Airlines	PC	DCS Gaetan	Airport Nikola Tesla Belgrade
Easyjet	U2	DCS Gaetan	Airport Nikola Tesla Belgrade
WIZZ Air	W6	DCS Gaetan	Airport Nikola Tesla Belgrade
BH Airlines	JA	DCS Gaetan	Airport Nikola Tesla Belgrade
Charter flights	-	DCS Gaetan	Airport Nikola Tesla Belgrade
Belavia	B2	DCS SABRE	
Olympic Airlines	OA	DCS OPAT	
Etihad Airways	EY	DCS SABRE	
Qatar Airways	QR	DCS ALTEA	
Flydubai	FZ	DCS MACS	
Aeroflot	SU	DCS SABRE	
Adria Airways	JP	DCS Pictures	
Lufthansa	LH	DCS Pictures	
Austrian Airlines	OS	DCS Pictures	
LOT Polish Airlines	LO	DCS Pictures	
Swiss Air Lines	LX	DCS Pictures	
Turkish Airlines	TK	DCS Troya	
Air Serbia (JAT Airways)	JU	DCS SABRE	

**Table - number of checked baggage**

Airport statistics information is shown in the following tables that refer to the baggage checked through airport sorting area and ratio of checked baggage with number of departing passengers.

**Table 2** – shown number of checked baggage through airport's sorting area for period from 2008 to 2012 by months (Terminal 1 and 2)

	Statistics information for baggage in 2008	Statistics information for baggage in 2009	Statistics information for baggage in 2010	Statistics information for baggage in 2011	Statistics information for baggage in 2012
Month	Baggage checked	Baggage checked	Baggage checked	Baggage checked	Baggage checked
Jan.	95.226	81.354	88.636	86.561	98.723
Feb.	69.616	59.808	62.731	68.778	68.915
Mar.	78.643	67.879	70.107	76.158	82.957
Apr.	89.657	81.268	87.206	93.117	105.356
May	109.633	86.354	90.700	106.704	111.746
Jun.	127.258	114.470	117.553	119.775	130.698
Jul.	163.455	142.551	149.797	156.872	157.005
Aug.	172.962	153.381	160.014	168.369	179.109
Sep.	127.592	112.139	125.215	135.014	144.396
Oct.	92.780	86.534	97.436	112.228	117.714
Nov.	86.759	70.630	78.858	92.001	88.330
Dec.	69.499	74.850	79.423	108.906	93.279
<b>Total</b>	<b>1.283.080</b>	<b>1.131.218</b>	<b>1.207.676</b>	<b>1.324.483</b>	<b>1.378.228</b>

The following table shows the ratio of the total number of checked baggage and the total number of passengers for the period from 2008 to 2012. (Terminal 2):

**Table 3** - ratio baggage/ passenger

baggage/ passenger	2008	2009	2010	2011	2012
	0.97	0.94	0.89	0.81	0.80

**Table 4** – Expectations in airtraffic realisation

Expectation in airtraffic realisation	2013 Passenger increase 6%	2014 Passenger increase 6%	2015 Passenger increase 6%	2016 Passenger increase 6%
Expecting No of departing passengers	1.788.187	1.895.478	2.009.207	2.129.759
Expecting baggage No	1.430.550	1.516.382	1.607.366	1.703.807

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### **3.1 SUBJECT OF PROCUREMENT BAG MESSAGE CEPBMC - BMS**

Subject of procurement is following:

- **INFORMATION SYSTEM**
  - BAG MESSAGE service
  - Communication link
- **INFORMATION SYSTEM INITIAL SETUP**
  - Implementation of Information system
    - I) Analysis of requirements, system design and implementation project management
    - II) Setup and configuration
    - III) Integration
    - IV) Evaluation - test period
    - V) Commissioning
  - Training
    - I) First level of maintenance training
  - Reporting
- **SUPPORT AND MAINTENANCE**
  - Preventive support and maintenance
  - Corrective support and maintenance

### **3.2 DESCRIPTION OF THE SUBJECT OF PROCUREMENT**

#### **3.2.1 CHARACTERISTICS OF INFORMATION SYSTEM**

##### **GENERAL CHARACTERISTICS**

BAG MESSAGE should be message distribution service designed to provide IATA Baggage Information Messages to both airlines who need to distribute baggage messages efficiently and to airports that need a single interface into their baggage handling systems from multiple airlines. BAG MESSAGE must be designed to achieve its objectives in a highly resilient, highly redundant manner, providing system availability of 99.9%

Bag Message should be automated system, enabling the exchange of aviation industry standard baggage related messages, between the BRS located at an Airport and Airline's Departure Control Systems (DCS),

BAG MESSAGE Service is a system that enables one or more airline DCS to exchange baggage messages with the BRS located at an Airport

BAG MESSAGE must be able to:

- Send and receive all baggage messages (including, but not limited to BSM, BPM, BUM) from users, via one or more of the standard data transmission methods
- Send and receive baggage messages from baggage systems via fast and secure links.

The BAG MESSAGE should support connections to systems for all relevant airlines, handlers and airport like:

- Automated Baggage Systems (ABS)
- Departure Control System (DCS)
- Baggage Reconciliation System (BRS)

The BAG MESSAGE must be CUTE supplier independent meaning that should the Supplier of CUTE change, the baggage messaging service will remain constant.

## SCALABILITY AND AVAILABILITY

BAG MESSAGE must have fully scalable architecture.

BAG MESSAGE service availability is requested minimum of 99.90% per calendar month. The average throughput time for a message shall be 500ms, and maximum throughput time shall be 1 sec.

If communication is broken for any reason between BAG MESSAGE and the baggage system, BAG MESSAGE stores the messages (minimum 24h) destined for each baggage system, awaiting re-establishment of the link.

When communication is restored, BAG MESSAGE begins to transfer messages to the Baggage Sortation system on either a first in/first out or last in/first out basis. The order is configurable for each baggage system attached to BAG MESSAGE. Stored messages are handled on a priority basis - that is, the transfer of stored messages does not block the timely transmission of current messages.

If the communication breakdown between BAG MESSAGE and the baggage system persists for more than a configurable time period, BSMs are discarded on a first in/first out basis. Configurable time period must be at least 24 hours.

## ARCHITECTURE

BAG MESSAGE provides a bridge between airline departure control systems and automated airport baggage handling systems. In doing so, it complies fully with the IATA License Plate concept for baggage handling and IATA *RP 1797b, Baggage System Interface*.

Airline DCS's may interface to the BAG MESSAGE system over a variety of protocols and networks, including legacy P1024B and P1024C or TCP/IP. BAG MESSAGE may support several baggage handling systems at a single airport.

## SECURITY AND SAFETY

Supplier must take measures to ensure only authorized data traffic is permitted on the links to the baggage system computer. Tight packet filtering should be used to exclude all traffic except baggage related messages. Supplier must ensure that only traffic for the baggage system computer appears on the link.

## CHARACTERISTICS AND FUNCTIONAL REQUIREMENTS OF BAG MESSAGE SERVICE

The BAG MESSAGE system must be able to receive all BSM (Baggage Source Messages) of the airlines operating in Customer's Airport as of today and in the future, and then to route them to the Customer's sort allocation computer (SAC) or/ and BRS system.

The deliverables shall comprise the supply, installation, start-up, operation, testing and acceptance of a "Baggage system interface" for Customer's Airport. The deliverables shall include software and hardware.

The system needs to be able to distribute all Baggage Information Messages (BIMs) which conforms to IATA (International Airline Transport Association) Passenger Services Conference Resolutions Manual Recommended Practice 1745 and needs to easily add new Airlines Host System.

The system needs to support open industry standards for network protocols and the minimum support should be:

### For Interface to Airline's DCS systems:

- TCP/IP
- Standard MATIP (Mapping of Airline Traffic over Internet Protocol)
- IBM Websphere MQ

### For Interface to Airport's ABS and/or BRS systems

- TCP/IP
- IBM Websphere MQ

BAG MESSAGE must support reconnect in the event of short interruptions in connections.

In order to ensure the processing of the received data at the user's end, the processing must use a send repeat algorithm. In other words, if a receiver does not deal with a message within a defined time, the sender will transmit the same order once again.

~~The acknowledgement to the tracing message shall always be transmitted via the same logic connections by means of which the request echo had been received.~~

Implementation, configuration and operation is provided by Supplier.

The service should provide minimum:

- Acceptance and distribution of all IATA-specified baggage messages including all versions of BSM, BUM, BTM and BPM messages.
- High speed interface to airline DCS systems using a variety of interfaces including P1024B, P1024C, TCP/IP, MATIP, MQ series messaging and similar.
- Multiple connections to each airline, if required.
- Complete, secure message acknowledgment between BAG MESSAGE and DCS systems.
- Sophisticated message routing and cloning to ensure that baggage messages arrive in the correct airports at the correct systems.
- High speed interface to airport baggage handling systems using the industry-standard BAG MESSAGE secure message exchange interface specification.
- No equipment required at airport, other than the router (network equipment) terminating the circuit from Bag Message.
- Full system redundancy



- Fully redundant wide-area networking. Failure of a single communications circuit will not stop operation.
- Full business continuity with a separate BAG MESSAGE system ready to take over service within a few hours in the event of a natural disaster at the primary location.
- Guaranteed delivery of baggage messages. In the event of the failure of a baggage handling system, BAG MESSAGE stores baggage messages for up to 24 hours until the connection is restored

### **3.2.1.2 COMMUNICATION LINK**

The Bidder is obliged to provide communication link to Purchaser in order to use, apply and exchange baggage messages via BAG MESSAGE service.

Communication link must have redundancy, in other words it is necessary that with primary link shall have backup link. Link capacity needs to be adjusted to technical requirements in Purchaser needs, in order to provide optimum working level of information system and process functioning traffic realisation without interruption.

The Bidder is obliged to provide, along with communication link, all necessary informational equipment required for its performance (Gateway, Router, Modem, etc.)

## **3.3 INFORMATION SYSTEM INITIAL SETUP**

### **3.3.1 IMPLEMENTATION OF INFORMATION SYSTEM**

#### **GENERAL CHARACTERISTICS**

The Tenderer undertakes to deliver the information system and provide service of implementation of information system by providing complete system design, including the design of integration with other systems that are needed, then to perform services of settings and configuration of the system, integration with other systems, to enable the test period for evaluation of the system and to put the system into operation in order to allow efficient operation of the system and to fulfill the main features and functional requirements described in the technical specifications.

Implementation of information system consists of the following stages:

- Analysis of requirements, system design and implementation project management
- Setup and configuration of the system
- Integration
- Evaluation - test period
- Commissioning

Note: Each of above substage will be finally defined before the beginning of implementation by both contractual parties.

Short description of each individual substage of implementation follows:

## **I) ANALYSIS OF REQUIREMENTS, SYSTEM DESIGN AND IMPLEMENTATION PROJECT MANAGEMENT**

The Tenderer undertakes to provide complete information system design (BAG MESSAGE and communication link/s), including integration system design based on previous analysis of the Purchaser's requirements and functional requests described in item 3.1 Description of the subject of procurement.

The Tenderer should appoint at least one project manager who will, based on the analysis of needs and in cooperation with experts of the Purchaser delegated to monitor realization of procurement, prepare and monitor the realization of Information System implementation plan.

The Tenderer should provide the implementation and installation project plan which will be coordinated by the Project Manager and shall not interfere with the performance of airport operations. Any changes in the plan, as may be necessary for the performance of airport operations, will be coordinated through the Project Manager.

## **II) INSTALLATION AND CONFIGURATION OF THE SYSTEM**

The Tenderer should make the installation of the complete information system (BAG MESSAGE and communication links), so that the system, which is the subject of public procurement, could be operational and meet the functional requirements described in point 3.2 Description of the subject of the public procurement.

Minimum requirements:

- a) Prepare destination firewalls to accept BSM Messages
- b) Configure router;
- c) Provide IP-addressing and login detail
- d) Contact Airline host systems for Message activation
- e) Configure the BAG MESSAGE System
- f) Configure the BAG MESSAGE VLAN
- g) Connect to Customer Network
- h) Test BSM messages

## **III) INTEGRATION**

It is necessary to integrate elements of information system with the following, existing ICT systems of the Purchaser:

- Communication network of the Purchaser - LAN (Fast Ethernet, Gigabit Ethernet, cat 6 cables and multimode optic fibers).

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- Belgrade airport's departure control system - DCS (currently Gaetan, will be changed in 2014)
- Airline's departure control system - DCS (described in Table 1)
- Baggage reconciliation system - BRS (planned procurement)

Integration will be carried out through following stages:

1. Integration of information system with the airport communication network
2. Integration of information system with DCS (airport's and airline's)
3. Integration of information system with BRS (upon procurement of this system)
4. Testing of operation

#### IV) EVALUATION - TEST PERIOD

Evaluation - test period will be performed through the following stages:

1. Putting the system into trial operation

The Tenderer shall provide the test period of at least two working weeks within which it will make a demonstration of the information system and all the software components of the system. The Tenderer shall submit a test plan that should follow the accepted practice.

The Purchaser reserves the right to make changes to the test plan or to develop new operational testing and evaluation procedures.

Test for final acceptance of the system should include all the requirements of the Technical Specifications and based on that conduct testing of delivered system.

#### V) COMMISSIONING

Commissioning of the system will be carried out in the following stages:

- Putting the system into active operation
- Activation of the technical support and maintenance

#### 3.3.2 TRAINING

The Tenderer undertakes to provide training for the first level of maintenance, if such training is needed, in accordance with the following:

##### TRAINING FOR THE FIRST LEVEL OF INFORMATION SYSTEM MAINTENANCE

- A team of technical staff

for all the elements of BAG MESSAGE Information system on a "*train the trainer*" principle.

The Tenderer shall provide training for the technical staff of the Purchaser. Training must provide adequate training of the technical staff and knowledge of the operations and operating procedures at the first level of maintenance of the system, in order to ensure its optimum performance.

The Tenderer is required to submit a complete user and technical documentation for all elements of the information system in English language, as well as manuals for the first level of maintenance.

**The above training will be conducted at the site of the Purchaser, as per dynamic training plan predefined between the parties without interfering with the regular flow of aircraft, passenger and goods handling process at the site and with the prior consent of the Purchaser, and before putting the system into active operation.**

### **3.3.3 REPORTING**

The Supplier needs to provide monthly reporting that includes minimum: the number of bags handled, hourly throughputs of BAG MESSAGE statistics (indicating the number of messages sent to each Baggage System), and this all should be broken down by airline and by location.

The Supplier must make reports available either direct to a designated email address or via a web portal.

### **3.4 SUPPORT AND MAINTENANCE**

Support and maintenance refer to the information system that is the subject of public procurement. Support and maintenance consists of preventive and corrective maintenance and support, and includes a remote maintenance and engineering support.

The Purchaser will perform first level maintenance of information systems, with a team of technicians and administrators at the site, including:

- Help Desk for users of information system
- Escalation to a higher level of support and maintenance to be provided by the Tenderer
- other, recommended by the Tenderer.

The Tenderer undertakes to provide services for preventive maintenance of the entire information system, as well as services for the second and third level maintenance.

#### **3.4.1 PREVENTIVE SUPPORT AND MAINTENANCE**

The Tenderer is required to provide to the Purchaser all the necessary technical support to enable optimum operation of the system and to ensure the required availability of information system of a minimum of 99,9% cumulative per annum, excluding the time for planned system downtime.

Tenderer must provide contact center (phone and/or e-mail) that will provide answers to questions of the Purchaser and all information necessary for the optimal functioning of the system, during standard business hours.

#### **3.4.2 CORRECTIVE SUPPORT AND MAINTENANCE**

Corrective software maintenance and support means that the Tenderer shall provide a center for technical support and carry out at least 2<sup>nd</sup> and 3<sup>rd</sup> level of support and maintenance, and on

request of the Purchaser (first notice) carry out all the necessary actions to eliminate identified errors and dysfunctions. Removal of system failures implies that the service provider shall provide all the necessary resources and perform all the necessary actions in order to eliminate the malfunction of the system to allow system availability of 99,9% cumulative per annum, calculated from the time of the first notification by the Purchaser. The Tenderer undertakes to submit to the Purchaser, before the start of provision of the services, a document setting out the procedures and manner in which the Purchaser will make a request for the removal of system failures.

- 1<sup>st</sup> level of corrective support and maintenance will be performed by the Purchaser, with a team of technicians and administrators of customer service, with the approval of the Tenderer.

- 2<sup>nd</sup> level of support and maintenance will be performed 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 hours 7 days a week.

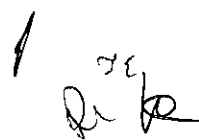
- 3<sup>rd</sup> level of support and maintenance (engineering support) will be carried out remotely by the Tenderer.

Note: A team of technicians and administrators of customer service of the Purchaser will perform all of the maintenance and support operations of the system they are allowed to and trained for by the Tenderer.

Center for technical support must be available to take calls and/or e-mails from the users 24 hours 7 days a week.

BAG MESSAGE service availability is requested minimum of 99.9%.

In the event of an outage, BAG MESSAGE service shall be restored within fifteen minutes 90% of the time, within 22 minutes 100% of the time, from the time when such failure is reported by the Customer. Service desk must response in 5 minutes and provide fault analysis in 15 minutes.

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### 3.5 RECAPITULATION

TOTAL BID VALUE						
I	<b>INFORMATION SYSTEM</b>					
	<b>Bag message service</b>					
	<b>Price for usage of system per bag:</b>					
1	<b>DESCRIPTION</b>	<b>TYPE OF EXPENCES</b>	<b>QUANTITY (per 3 years)</b>	<b>unit</b>	<b>Price unit</b>	<b>Total</b>
	A) Message delivered	OPEX	4.827.555	bag		
	<b>COMUNICATION LINK</b>					
	<b>Price per usage of connection</b>					
2	<b>DESCRIPTION</b>	<b>TYPE OF EXPENCES</b>	<b>QUANTITY</b>	<b>unit</b>	<b>Price unit</b>	<b>Total</b>
	A) <u>Price per usage of connection link and other operative expencies</u>	OPEX	36	month		
	<b>INFORMATIONAL SYSTEM TOTAL (1+2):</b>					
II	<b>INFORMATIONAL SYSTEM INITIAL SET UP</b>					
	<b>INFORMATIONAL SYSTEM IMPLEMENTATION</b>					
1	<b>DESCRIPTION</b>	<b>TYPE OF EXPENCES</b>	<b>QUANTITY</b>	<b>Unit</b>	<b>Price unit</b>	
	A) Analysis of requirements, system design and implementation project management	CAPEX	Lump sum			
	B) Setup and configuration of the system	CAPEX	Lump sum			
	C) Integration	CAPEX	Lump sum			
	D) Evaluation - test period	CAPEX	Lump sum			
	E) Commissioning	CAPEX	Lump sum			
	<b>OBUKA</b>					
2	<b>DESCRIPTION</b>	<b>TYPE OF EXPENCES</b>	<b>QUANTITY</b>	<b>Unit</b>	<b>Price unit</b>	
	A) Training	CAPEX	Lump sum			
	B) First level maintenance training	CAPEX	Lump sum			
	C) Reporting	CAPEX	Lump sum			
	<b>INFORMATION SYSTEM INITIAL SETUP TOTAL(1+2):</b>					
III	<b>SUPPORT AND MAINTENANCE</b>					
1	<b>DESCRIPTION</b>	<b>TYPE OF EXPENCES</b>	<b>QUANTITY</b>	<b>unit</b>	<b>Price unit</b>	<b>Total</b>
	A) Preventive support and maintenance	OPEX	36	month		
	B) Corrective support and maintenance	OPEX	36	month		
	<b>SUPPORT AND MAINTENANCE TOTAL:</b>					
	<b>CAPITAL EXPENCIES TOTAL (EXCLUDING VAT)</b>					
	<b>OPERATIVE EXPENCIES TOTAL (EXCLUDING VAT)</b>					
	<b>TOTAL BID VALUE I+II+III (EXCLUDING VAT):</b>					

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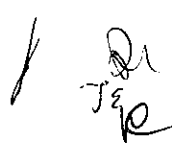
**NOTE:**

If the Tenderer believes that according to requests from the Purchaser's Technical Specification, the Table Offered unit prices and total price lacks some positions for a specific operating or capital costs, it is necessary to include them within stated positions. During the term of the contract it is not possible to invoice services for which the costs are not defined within the mentioned table.

The quantities given in the table Total cost are given on the basis of projections by the Purchaser. The contract will be applied to the actual quantities, based on the offered unit prices from the mentioned 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.

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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

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.
2. Tenderer and Tenderer's legal representative may	For natural persons
	Natural persons do not submit this evidence.
	For legal entities

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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.

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.

In order to meet this requirement following evidence must be submitted:

For legal entities must be submitted:

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 head office of a foreign legal entity confirming that the tenderer (legal entity) has not been convicted of crimes against the economy, crimes against the environment, the offense of receiving or giving bribes, the crime of fraud. The certificate must include the information from the criminal records for crimes within the jurisdiction of the ordinary criminal department of the High Court otherwise in addition to certificates of the Basic Court it is also required to submit a certificate of the competent higher court;

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 of any crimes as a member of an organized criminal group.

- For legal representative must be submitted: Criminal record certificate of the police department of the Ministry of Interior -application for this certificate may be submitted by the place of birth (in accordance with 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 this person was born) and by the place of residence.
- In case that the entity has more than one legal representative, the evidences shall be submitted for each of them.

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	<b>For entrepreneurs</b>
	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.
	<b>For natural persons</b>
	Criminal record extract or certificate of the competent court and the police department of the Ministry of Internal Affairs that the legal person, or his legal representative (or more if any) has not been convicted of any of the offenses as a member of an organized crime group and has not been sentenced for crimes against the economy, crimes against the environment, the offense of receiving or giving bribes, the crime of fraud.
3.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. submitssion of the invitation to tender.	<b>For legal entities</b>
	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.
	<b>For entrepreneurs</b>
	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.
	<b>For natural persons</b>
	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	<b>For legal entities</b>

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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.	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.
	<b>For entrepreneurs</b>
	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.
	<b>For natural persons</b>
	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.
<b>ADDITIONAL CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE FROM ART. 76 OF THE PUBLIC PROCUREMENT LAW</b>	
<b>The Tenderer in the public procurement procedure has to prove that he fulfils stated additional conditions for participation in the subject public procurement procedure</b>	<b>Evidence of eligibility.</b>
5.The Tenderer must have sufficient business capacity available. Under the necessary Purchaser business capacity assumes that the Bidder for the last three years before the publication of the call for proposals, implement at least one client BAG MESSAGE system and that he is still in use.	List of delivered BAG MESSAGE system with dates and lists of customers or clients.
6. The bidder must possess the necessary human capacity for this procurement.  Under the necessary human capacity Purchaser assumes that the Bidder has at least two employees Project Manager (PMP or equivalent) who are responsible for managing the project implementation BRS system, the experience of at least 3 projects of the same or similar character and scope.	<b>Statement of eligibility required staffing capacity</b> , which must be verified and signed by the Bidder.

Note: The tenderer is not required to submit evidence that is publicly available on the website of the competent authorities.

The Tenderers that are registered in Tender register based on Art.78 law on public procurement are not obligated to deliver evidences from Art.75 clause 1. Point 1) to 4) but have obligation to specify in a bid that they are registered in Tender register in Register Agency.

Bidders that are registered in Register Agency do not have to deliver evidences form Art.75..1 to 4 Extract form Registers Agency that is available on web page of Serbian Business Register Agency.

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

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

### STATEMENT OF THE TENDERER:

Pursuant to Article 79 Paragraph 9 of the Public Procurement Law (" Official Gazette of the Republic of Serbia", no. 124/12) under full moral, material and criminal responsibility I declare that the Tenderer \_\_\_\_\_ (name of Tenderer) meets the requirements of Article 75 (Sections 1 to 4) of the Public Procurement Law, specified in Template 4 of the Tender Dossier (items 1 to 4), to participate in the procurement procedure "BAG MESSAGE SERVICE - BMS" No. 48/2013.

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

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

**NOTE:** Encircle one or more of the evidences from Article 77 of the Public Procurement Law (evidences from Template 4, items 1 to 4 of Tender Dossier), which are not issued in the country in which the Tenderer is based. Other evidences that the state of his head office 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.

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#### **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 or names of all Tenderers from the group of Tenderers), in the preparation of tender for participation in the public procurement "BAG MESSAGE SERVICE - BMS" No. 48/2013, 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**

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### 4.3. INSTRUCTIONS ON HOW TO PROVE FULFILMENT OF CONDITIONS

If the Tenderer submits the tender independently, he proves fulfillment 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. in Template 4 of the Tender Dossier.

If tender is submitted by a group of Tenderers (joint tender), each Tenderer from a group of Tenderers must meet the requirements for participation in the procurement procedure under Article 75 Paragraph 1 points 1) to 4) of the Public Procurement Law (" Official Gazette of the Republic of Serbia" 124/12). Conditions are described in points 1) to 4) of Table 4.1. in Template 4 of the Tender Dossier, and they prove fulfillment 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) Table 4.1., in Template 4 of the Tender Dossier, they meet together by submitting evidence given in Table 4.1., point 5) and 6).

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. in Template 4 of the Tender Dossier have been fulfilled.

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

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

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

If the Tenderer is a legal entity the evidence in Table 4.1., points 2), 3) 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., points 2), 3) 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 a natural person the evidence in Table 4.1., point 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 Bidder is a foreign entity, the bid 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 fulfillment of requirements from Art 75, paragraph 2 of the Public Procurement Law (Template 4, item 4.2);
  - Documents proving fulfillment 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);
  - Bank statement on issuance of Advance Payment Guarantee (Template 11, Appendix 3) only in case that Tenderer requests advance payment;
  - Dynamic plan of the realization of service Initial setup of information system;
  - The manufacturer's technical documentation proving compliance with the requirements of Template 3 of the tender dossier.

**If the bid does not contain all of these elements 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 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. 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".

In case of cancellation of tender envelope must indicate the tenderer's name and the words "Cancellation of 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](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**

8. In case the Bidder performs with subcontractor is obliged to offer as part of a declaration indicating the that the execution of the work to a subcontractor procurement / subcontractors stating:
  - part of the public procurement which will to a subcontractor / subcontractors;
  - the percentage of the total value of purchases will be credited to the subcontractor / subcontractors;
  - Rules of procedure Purchaser in the event of overdue receivables are transferred directly to the subcontractor / subcontractors.

## **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, DELIVERY TIME AND PLACE

10. The bidder is obliged to tender form the precise manner and accept the terms of payment:

Bidder is required to state the amount of the **required advance** payment in the amount of **0 % to 30 %** of the total bid for the information system and the initial setup of an information system.

The bidder is obliged to accept the rest of the amount, or the difference of the total value of bid for the information system and the initial setup of the information system and the amount of the required advance payment to be paid within 30 days of receipt of the invoice , the default settings provided service information system and the signing of the record of the transfer of the Information System.

Support services and maintenance bidder is obliged to accept deferred payments on a monthly basis with a deadline of 30 days from the date of receipt of the invoice for the quality services rendered in the previous month.

In case the bidder does not accept the method and terms of payment , the bid will be rejected as inadmissible.

11. Payments under this contract in 2013 shall be effected to the amount of funds provided by business plan for 2013 for these purposes. For the part of obligations under this contract due in 2014, the Purchaser shall pay to the Supplier upon provision of funds by adoption of the Business Plan for 2014 or by the decision on temporary financing; otherwise the contract shall terminate without compensation for the inability of the Purchaser to assume the obligations.

The Purchaser will advise the Supplier when funds are available by adoption of the Business Plan for 2014 or by the decision of temporary financing. The purchaser will not issue orders as described in Article 4 unless funds are provided by the business plan or by the decision on temporary financing.

For the avoidance of doubt, the notice of termination does not release the Parties (i.e. Supplier and Purchaser) from the proper performance of this Contract, in particular effecting any payments for supply orders placed by Purchaser.

12. The Bidder is obliged to accept the **place of delivery Belgrade Nikola Tesla Airport**, otherwise the bid will be rejected as inadmissible.

13. The Bidder is obligated to give precise **deadline for service delivery Information system initial setup** (days) . The Bidder is obligated to give deadline for system setup not longer that 45 days from signing the Contract. If offered deadline is longer than 45 days, the bid will be dismissed as unacceptable.

14. The Bidder is required to submit a schedule for Information system initial setup as part of the bid form (Form no . 3 ) . Schedule for implementation must be within the proposed period of service .

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15. The Bidder 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

16. Bidder may display prices in dinars or euros .

- The prices quoted in the offer to provide parity DAP Belgrade Nikola Tesla ( ex DDU ) or DDP . The bidder is obliged to express service offered parity at which an offer . In the case of bids made at different parities , Purchaser shall Bidders who have submitted offers on parity DAP add customs charges at the applicable customs tariffs in order to compare bids from bidders who have submitted bids to the DDP . In case the bidder does not indicate parity DAP or DDP , such offer shall be rejected as unacceptable.
- If the bidder to express the price in euros , for conversion into dinars will be used NBS middle exchange rate on the day when it started opening bid .
- The price must include the cost of implementation of public procurement cases per technical specification mentioned in Form 3 bidding documents , and all other related costs necessary for the implementation of public procurement .
- If the bid price including import duties and other charges , the bidder is required to separate the part of the tax in local currency.

## VALIDITY OF TENDER

17. 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 OF STATE AUTHORITY OR ORGANIZATION TO GET THE PROPER TIMELY INFORMATION ON:

18. 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](http://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](http://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](http://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](http://www.minrzs.gov.rs).

## CONTRACT SECURITY INSTRUMENT

19. The bidder shall , upon the conclusion of the Agreement , submit to the Purchaser a bank guarantee ( Form 11 , Appendix 2 ) the amount of 10 % of the total supply for the information system and the initial setup of an information system as a guarantee for good performance . In case the bidder is based in a foreign country , is required to submit a bank guarantee by SWIFT messages within three ( 3 ) working days from the date of the Agreement .

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

Bank Guarantee for Performance Security should be valid for at least 15 days longer than the scheduled date of completion of services Presets system.

The bidder may submit the bank guarantee only if the bank assigned a credit rating which corresponds to at least level 3 credit quality (investment grade).

Credit rating specified in paragraph 3 This article assigns rating agency that is on the list of eligible rating agency which is in accordance with the regulations published by the National Bank of Serbia or a similar rating agency that is on the list of registered and certified rating agencies published by the European body for the securities and markets ( European Securities and Markets Authorities - ESMA ) .

20. In case of advance payment , the bidder shall , upon the conclusion of the Contract to the Purchaser a bank guarantee ( Form 11 , Appendix 4 ) for refund of advance payment in the amount of the required advance payment .

The bank guarantee shall be irrevocable , unconditional and payable on the first call .

Bank guarantee for repayment of the advance payment should be valid 15 days longer than the deadline for the execution of a system default settings .

The bidder may submit the bank guarantee only if the bank assigned a credit rating which corresponds to at least level 3 credit quality ( investment grade ).

Credit rating specified in paragraph 3 This article assigns rating agency that is on the list of eligible rating agency which is in accordance with the regulations published by the National Bank of Serbia or a similar rating agency that is on the list of registered and certified rating agencies published by the European body for the securities and markets ( European Securities and Markets Authorities - ESMA ).

## CONFIDENTIALITY OF DATA AND DOCUMENTATION

21. 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.

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 "CONFIDENTIAL" 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**

22. 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.8/2013 **"BAGGAGE RECONCILIATION SYSTEM - BRS"** for the Committee President- Nenad Sakić".
- By e-mail: [javnenabavke@beg.aero](mailto:javnenabavke@beg.aero).

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

23. Purchaser, during the expert evaluation of the tenders, within the deadline for making a decision, 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 tender, 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**

24. The bidder 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 price.

## **CONTRACT AWARD CRITERIA**

25. The criterion for evaluation of tenders is lowest price offered

## **ADDITIONAL CONTRACT AWARD CRITERIA**

26. In case that, after evaluation of tenders, two or more Tenderers have the same score of points, preference will be given to the Tenderer which offers shorter deadline for execution of service Initial Setup of Information system.

## **ADDITIONAL REQUIREMENTS**

27. 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.
28. 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**

29. 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).
30. 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. 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**

31. 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**

32. The Purchaser shall submit decision on award of the contract to all the tenderers within three (3) days of the decision.
33. 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.

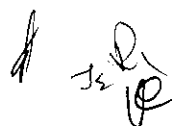
If the Tenderer refuses to enter into a public procurement contract, the Purchaser may conclude the contract with the first following Tenderer.

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**

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



## 6. TENDER TEMPLATE

Tender of the Tenderer for public procurement "BAG MESSAGE service - BMS" number 48/2013

Name of the Tenderer:		
Address of the Tenderer:		
Head office (City and Municipality):		
Registration No:	TIN:	
Authorized person::		
Contact person:		
Contact person:	e-mail:	
Telephone No:	Telefax:	
Tenderer's account No:		
Tender is submitted: (encircle)		
A) independently	B) tender with subcontractor	V) joint tender

**B) Enter data on subcontractors (if tender is submitted with subcontractor/s):**

1. In execution of proc. subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_, Registr.No: \_\_\_\_\_, TIN: \_\_\_\_\_

Contact person: \_\_\_\_\_, Tel. No: \_\_\_\_\_

with \_\_\_\_\_ % participation (not more than 50%) performs the following: \_\_\_\_\_

2. In execution of proc. subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_, Registr.No: \_\_\_\_\_, TIN: \_\_\_\_\_

Contact person: \_\_\_\_\_, Tel. No.: \_\_\_\_\_

with \_\_\_\_\_ % participation (not more than 50%) performs the following: \_\_\_\_\_

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: \_\_\_\_\_

2. \_\_\_\_\_ Address: \_\_\_\_\_

Registr.No.: \_\_\_\_\_, TIN: \_\_\_\_\_, Tel.No \_\_\_\_\_

Contact person: \_\_\_\_\_, Account No: \_\_\_\_\_

Total value of tender: _____ RSD/ EUR, on delivery basis w/o VAT _____ DAP Belgrade Nikola Tesla Airport or DDP). (A)	
Tender value for Information system amounts to _____ RSD / EUR w/o VAT. (B)	
Tender value for the service Initial 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 _____ months starting with the date of takeover of the system. (F)	
<b>Note: A=B+C+D</b> <b>G = ExF</b>	
Method of payment:	
<ul style="list-style-type: none"> <li>- Advance payment in the amount of _____ ( maximum 30%) of the total supply for the information system and the initial settings information system (B + C) , within 30 days of receipt of the advance account .</li> <li>- _____ (Minimum 70%) of the total supply for the information system and the initial settings information system (B + C) , within 30 days of receipt of the invoice by the supplied default settings of the information system and the signing of the record of the transfer of the Information System.</li> <li>- Support Services and Maintenance (D) payment on a monthly basis , with a deadline of 30 days from the date of receipt of the invoice for the quality services rendered in the previous month.</li> </ul>	
Deadline for execution of service Initial Setup of Information system: _____ days (maximum 45) days from the date of signing the contract.	
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: TENDERER SHALL COMPLETE, INITIAL EACH PAGE, SIGN AND SEAL THE DRAFT CONTRACT WHICH CONFIRMS THAT HE AGREES WITH THE DRAFT CONTRACT.**

### PUBLIC PROCUREMENT CONTRACT

Concluded based on completed public procurement procedure No. 48/2013, between:

1. 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) and
2. Name of the Tenderer: \_\_\_\_\_  
with head office in \_\_\_\_\_  
represented by the Director \_\_\_\_\_  
Registration No. \_\_\_\_\_  
Current account No. \_\_\_\_\_  
TIN \_\_\_\_\_  
(Hereinafter referred to as the Supplier)

#### I SUBJECT OF THE CONTRACT

Art. 1.

Subject of this Contract is procurement of "BAG MESSAGE SERVICE - BMS", No.48/2013 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 SERVICE

Good in Article 1 of this Agreement for the needs of the customer implies the following:

- INFORMATION SYSTEM
  - BAG MESSAGE service
  - Communication link
- INFORMATION SYSTEM INITIAL SETUP
  - Implementation of Information system
    - VI) Analysis of requirements, system design and implementation project management
    - VII) Setup and configuration
    - VIII) Integration
    - IX) Evaluation - test period
    - X) Commissioning
  - Training
    - II) First level of maintenance training
  - Reporting

○ SUPPORT AND MAINTENANCE

- Preventive support and maintenance
- Corrective support and maintenance

SUPPLIER agrees to support services and maintenance begins on the supplied default setting of the Information System and taking over the system, and signed minutes of the delivery system.

### III PRICE

Art. 2.

Total value of contract is \_\_\_\_\_ RSD/EUR (in words \_\_\_\_\_), VAT excluded, on delivery basis \_\_\_\_\_ (DAP BELGRADE NIKOLA TESLA AIRPORT/DDP).

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

Value of the service Initial 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 OF PAYMENT

Art. 3.

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

Advance payment invoice in the amount of \_\_\_\_\_% of the total value for Information system and Initial Setup of Information System, the Supplier will issue upon conclusion of the Contract and provision of Advance Payment Guarantee.

Invoice for the balance of \_\_\_\_\_% of the total value for Information System and Initial Setup of Information System, the Supplier will issue upon fulfilled obligations and signed Minutes on takeover of the system by the Purchaser.

For service Support and Maintenance, the Supplier will issue invoice to the Purchaser on monthly basis for the previous month, together with monthly reports on provided services.

Payments under this contract in 2013 shall be effected to the amount of funds provided by business plan for 2013 for these purposes. For the part of obligations under this contract due in 2014, the Purchaser shall pay to the Supplier upon provision of funds by adoption of the Business Plan for 2014 or by the decision on temporary financing; otherwise the contract shall terminate without compensation for the inability of the Purchaser to assume the obligations.

The Purchaser will advise the Supplier when funds are available by adoption of the Business Plan for 2014 or by the decision of temporary financing. The purchaser will not issue orders as described in Article 4 unless funds are provided by the business plan or by the decision on temporary financing.

For the avoidance of doubt, the notice of termination does not release the Parties (i.e. Supplier and Purchaser) from the proper performance of this Contract, in particular effecting any payments for supply orders placed by Purchaser.

## **V TIME AND PLACE OF DELIVERY**

### **Art. 4.**

Deadline for completion of service Initial Setup of Information System up to the phase of putting system into operation for Information System from Art.1 of this Contract is \_\_\_\_\_ days (maximum 45) 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 DELIVERY SCHEDULE**

### **Art. 5.**

Provision of services referred to in Article 1 this Agreement shall be carried out according to a schedule determined by the SUPPLIER with the consent of the Purchaser. The supplier is obligated to within a Presets Information System contract authority a schedule of activities, which in all respects offered term of service.

## **VII QUANTITATIVE AND QUALITY ACCEPTANCE**

### **Art. 6.**

SUPPLIER agrees that after signing the contract to appoint expert , or project manager , who will front SUPPLIER will be responsible to manage the project and to control the quantity and quality , delivery and performance of services Presets Information System .

The PURCHASER will make the conclusion of contracts designated team of individuals who will ahead PURCHASER be in charge of cooperation with suppliers in connection with the delivery and execution of service and default settings of the Information System and to exercise control of quantity and quality , as well as deadlines for execution.

If these experts during the delivery and provision of services and initial implementation of information system ahead of any defects or irregularities , shall make a report about it and inform the project manager of a principal, on the basis of which the supplier is required to correct the deficiencies and irregularities within thirty ( 30 ) days , at his own expense .

Quantitative and qualitative reception will be performed by comparing the quantity and quality of the delivered elements of the Information System and the services provided initial settings information system elements and requirements of the technical specifications .

If the quantitative and qualitative receipt states that the quantity and quality of the supplied Information systems and services rendered Presets Information systems differ from the elements of the technical specification , the Purchaser shall forthwith make a report , based on which SUPPLIER is required to supply the missing goods and perform the missing services within thirty ( 30 ) days , at his own expense .

After completion of the quantitative and qualitative receipt of the Contracting Parties shall carry out the handover of the system , and to complete and sign the minutes of the delivery of the Information System .

## VIII QUALITY AND WARRANTY

### Art. 7.

ИСПОРУЧИЛАЦ је дужан да испоручи добра и пружи услугу из члана 1. овог Уговора у свему по траженој техничкој спецификацији и са пажњом доброг стручњака.

ИСПОРУЧИЛАЦ је дужан да, приликом закључења Уговора, достави НАРУЧИОЦУ банкарску гаранцију за добро извршење посла на износ од 10% укупне вредности Информационог система и Почетне поставке Информационог система. Уколико ИСПОРУЧИЛАЦ има седиште у страној држави, дужан је да банкарску гаранцију достави путем слања SWIFT поруке упућене на пословну банку Наручиоца у року од три (3) радна дана од дана закључења уговора, у противном Уговор се сматра неважећим. Банкарска гаранција мора бити неопозива, безусловна, без права на приговор и наплатива на први позив. Банкарска гаранција за добро извршење посла мора имати важност најмање 15 дана дужу од предвиђеног рока извршења услуге Почетне поставке система.

ИСПОРУЧИЛАЦ је дужан да, приликом закључења Уговора, достави НАРУЧИОЦУ банкарску гаранцију за повраћај аванса на тражени износ аванса. Банкарска гаранција за повраћај аванса мора бити неопозива, безусловна и наплатива на први позив са роком важења 15 дана дужим од предвиђеног рока извршења услуге Почетне поставке система.

### Art. 8.

If the Purchaser at delivery or within 30 days latest from the date of acceptance finds deficiencies in the quality of delivered goods that could not be observed during acceptance of the goods, he shall promptly notify the Supplier in writing and eliminate all deficiencies within 30 (thirty) days, at its own expense.

In case that the contracting parties disagree on the degree of damage, it will be determined by expert assessment at the expense of the Supplier.

### Art. 9.

In case of exceeding the time limit for the execution of a default setting of the Information System, the Supplier agrees that the contracting authorities to pay a contractual penalty for each day the time limit in the amount of 0.3% of the total value (excluding VAT), which is defined in Article 2, paragraph 3 . this Agreement.

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 maximum value of the liquidated damages shall be 10% of the value specified in Article 2 Paragraph 1 this Contract.

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

#### Art. 10.

In case the SUPPLIER fails to perform its obligations under this Treaty, the contracting authority has the right to his choice in proportion to the price reduction and the right-sided Rasid Agreement. In the case of unilateral termination of the contract the contracting authority is obliged to leave the supplier an additional 30 days to meet contractual obligations. If the supplier fails to fulfill its contractual obligations in the extra period, the Purchaser has the right to terminate the contract.

### **X PURCHASERS OBLIGATIONS**

#### Art 11.

The contracting authority is obliged to provide space for the central equipment of the Information System in the main server room with appropriate conditions (rack cabinets, a sufficient number of electrical outlets, air-conditioned space, uninterruptible power supply).

The contracting authority shall provide the ability to connect to the computer-network Belgrade Nikola Tesla Airport (Fast Ethernet, Gigabit Ethernet, CAT6 cables and multimode optical fiber).

### **X INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY**

#### Art. 12.

All intellectual property rights implemented BAG MESSAGE service by the supplier in accordance with this Agreement are licensed and are owned by the supplier.

The Contracting Parties agree that the entire software and documentation issued by the contracting parties necessary for the implementation and development of the software and all kinds of adjustments in order to meet contractual obligations fall within the sensitive data . All information provided by the contracting parties must have kept confidential . Access to this information may be accessible only to authorized persons of the parties and the relevant authorities in accordance with the law on public procurement and other regulations in the country of the contracting authority.

### **XI 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:

The PURCHASER:  
JSC BELGRADE "NIKOVA TESLA" AIRPORT  
General Director  
Ph.D. 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. 48/2013 we 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.

*[Handwritten signature]*

#### 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.

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## 9. TENDER PREPARATION COSTS TEMPLATE

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(state the name and head office 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 8/2013 "BAGGAGE RECONCILIATION SYSTEM-BRS", 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 cannot 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

*[Handwritten signature and initials]*

## 10. STATEMENT ON INDEPENDENT TENDER

### STATEMENT

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(state the name and registered office of the bidder)

In accordance with Art. 26th and 61 Paragraph 4 item 9) of the Act on Public Procurement (Official Gazette of RS"" br.124/12), under penalty of perjury, declare that bid in a public procurement procedure to open 48/2013 "BAG MESSAGE service - BMS "submits independently, without consultation with other bidders or interested parties.

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

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

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## 11.GUARANTY TEMPLATE

### ADDENDUM 1

#### **BANK STATEMENT ON THE ISSANCE OF PERFORMANCE BOND**

We are obediently binding that we will, at contract conclusion, issue a security instrument - Bank guaranty for an amount of 5% of the value of the Tender for "BAG MESSAGE SERVICE - BMS" (Public procurement No. 48/2013) as a Performance bond, to the Purchaser JSC Aerodrom "Nikola Tesla" Beograd.

The Bank guaranty will be irrevocable, unconditional and payable on first demand.

We are agreeable that, upon Purchaser's demand, issued security instrument can be submitted to the bank in case of contract termination, non-performance of contractual obligations or delayed performance of contractual obligations. Bond validity shall be 15 days after the scheduled time for completion of the service of Initial setup of the system..

Date:

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Seal and signature of guarantor (bank)

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## **ADDENDUM 2**

### **PERFORMANCE BOND TEMPLATE**

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

#### **AIRPORT "NIKOLA TESLA" JSC BELGRADE**

**11180 BELGRADE 59**

**Republic of Serbia**

and

Tenderer's name

Place and address of Tenderer

for

#### **PUBLIC PROCUREMENT OF "BAGGAGE MESSAGE SERVICE-BMS" FOR NEEDS OF AIRPORT "NIKOLA TESLA" BELGRADE**

With total contracted value of \_\_\_\_\_ RSD/EUR and in words  
(\_\_\_\_\_), in scale and quantity defined in above-  
mentioned Contract.

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

If the Tenderer fails to perform obligations from previous item, the Bank will irrevocably, unconditionally, and  
on first written demand of the Purchaser, perform payment to the Purchaser in the amount of  
\_\_\_\_\_ RSD/EUR, which is 10% of total contracted amount for Information system and  
initial setup of information system.

This bond has validity period 15 days longer than delivery of the goods from the beginning of information  
system setup-

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

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

Guarantor (seal and signature)

### ADDENDUM 3

#### **BANK STATEMENT ON ADVANCE PAYMENT BOND ISSUANCE**

We are obediently binding that we will, at contract conclusion, issue a security instrument-Bank guaranty for an amount of demanded advance payment for public procurement for **"BAG MESSAGE SERVICE - BMS" (Public procurement No. 48/2013)**, as Advance payment bond, to the Purchaser AD Aerodrom "Nikola Tesla" Beograd. The Bank guaranty will be irrevocable, unconditional, without protest or notice and payable on first demand.

We are agreeable that, upon Purchaser's demand, issued security instrument can be submitted to the bank in case of contract termination, non-performance of contractual obligations or delayed performance of contractual obligations. The Bond validity shall be at least 5 days after the scheduled time for completion of the service of Initial setup of the system.

Date:

Seal and signature of guarantor (bank)

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1  
3/2 R  
P

## **ADDENDUM 4**

### **ADVANCE PAYMENT BOND TEMPLATE**

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

**AIRPORT "NIKOLA TESLA" JSC Belgrade**

**11180 BELGRADE 59**

**Republic of Serbia**

**and**

**Tenderer's name**

**Place and address of Tenderer**

**for**

**PUBLIC PROCUREMENT OF "BAG MESSAGE SERVICE – BMS" for needs of "NIKOLA TESLA" JSC BELGRADE**

With total contracted value of \_\_\_\_\_ RSD/EUR and in words (\_\_\_\_\_), within the period of \_\_\_\_\_ in scale and quantity defined in the above-mentioned Contract.

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

If the Tenderer fails to perform obligations from previous item, the Bank will irrevocably, unconditionally, without protest or notice and on first written demand of the Purchaser, perform payment to the Purchaser in amount of \_\_\_\_\_ RSD/EUR as recovery of advance payment.

Validity of the guarantee will be 15 days after the scheduled time for completion of the service of Initial setup of the system.

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

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

**Guarantor (seal and signature)**