

INSTRUCTIONS TO BIDDERS

Instructions to Bidders how to make their offer contain the data on the requirements of the Purchaser in terms of the content of the offer, as well as the conditions under which the resulting contract for the procurement of equipment for this TEMPUS project shall be allocated.

Bidders should meet all the requirements for the participation in the bidding process prescribed by the Public Procurement Law, and they prepare and submit their offer in accordance with the Documents and the Invitation. Otherwise, the offer shall be rejected.

A Bidder, who meets the conditions from Article 75 of the Public Procurement Law, has the right to participate in this process, that is, if a Bidder:

- is registered with the authorized authority (competent body), that is, entered in the appropriate register (*Article 75, section 1, paragraph 1) of the Law*);
- that a Bidder and their legal representative have not been convicted of any criminal act as members of an organized criminal group; that it has not been convicted of commercial criminal offence, criminal offence against the environment, criminal offence of receiving or offering bribe, criminal offence of fraud (*Article 75, section 1, paragraph 2) of the Law*);
- has not been prohibited from performing economic activity by any measure in force at the time of publishing tender notice and/or invitation for bids (*Article 75, section 1, paragraph 3) of the Law*);
- has paid due taxes and other public charges in accordance with laws of the Republic of Serbia or a foreign country if its registered address is in its territory (*Article 75, section 1, paragraph 4) of the Law*);
- a bidder shall explicitly state in its offer that it fulfilled obligations under applicable legislation concerning safety at work, employment and working conditions, protection of environment, and that it guarantees that it holds the rights to intellectual property (*Article 75, section 2 of the Law*).

• INFORMATION ON THE LANGUAGE OF THE BID

The Bid shall be written in the Serbian language.

• REQUIRED CONTENT OF THE BID

A Bidder submits the Bid that should be comprised of:

- 1) filled-in, marked with an official stamp and signed Bidding Form (Form IV in Bidding Documents – given by parties);
- 2) filled-in, marked with an official stamp and signed form – Bidder Information (given by parties);
- 3) filled-in, marked with an official stamp and signed form – Information on the Bidder which participates in the joint bid, if a group of bidders places the bid (given by parties);
- 4) filled-in, marked with an official stamp and signed form – Information on the subcontractor/co-deliverer, if a Bidder allocates one part of the procurement object to a subcontractor/co-deliverer (given by parties);
- 5) evidence on meeting the requirements from Article 75 of the Public Procurement Law, listed in the Instructions to prove the fulfillment of the requirements from Article 77 of the Law (Part III in Bidding Documents);
- 6) filled-in, marked with an official stamp and signed Statement on Accepting the Terms from the Public Invitation and Bidding Documents Form (Form V in Bidding Documents);

- 7) filled-in, marked with an official stamp and signed Evaluation Form (if the criteria from Article 75 of the Law are met) (Form VI in Bidding Documents);
- 8) filled-in, marked with an official stamp and signed Model Contract (Part IX in Bidding Documents – given by parties);
- 9) filled-in, marked with an official stamp and signed Pricing Structure Form (Form X in Bidding Documents);
- 10) filled-in, marked with an official stamp and signed Independent Bid Certificate Form (Form XII in Bidding Documents).

A bid shall be considered to be valid if a Bidder fills-in and submits the bid in the original forms which are a part of the Bidding Documents and in accordance with these Instructions. Otherwise, the bid shall be rejected as invalid.

A Bidder is allowed to submit only one bid together with the evidence on the fulfillment of the conditions from the Bidding Documents.

Until the deadline, a Bidder is allowed to change, add something or cancel the bid in a manner determined for the submission of bids in accordance with the Law.

- **SPECIAL REQUIREMENTS RELATED TO THE MANNER IN WHICH THE BID HAS TO BE MADE**

A Bidder should accurately and legibly fill-in all the forms from the Bidding Documents, that is, the data that need to be their integral part – in block letters, with a pen, whereas the authorized person should sign and mark all documents with a stamp.

If the Bidders submit a joint bid, a group of bidders can decide that all parties from the group should sign and mark all Bidding Documents with a stamp, or the group can agree on one bidder from the group to fill-in, sign and mark the forms from the Bidding Documents with a stamp.

- **PARTIES**

The procurement is organized in 5 (five) parties:

party 1 – EQUIED **University of Niš,**
University of Novi Sad,
University of Arts in Belgrade,
University of Belgrade

party 2 – EQUIED **University of Niš,**
University of Novi Sad,
University of Arts in Belgrade,
University of Belgrade

party 3 – EQUIED **University of Niš,**
University of Novi Sad,
University of Arts in Belgrade,
University of Belgrade

party 4 – EQUIED **State University of Novi Pazar**

party 5 – EQUIED **University of Belgrade.**

- **PERIOD OF VALIDITY OF BIDS**

Bids shall remain valid at least 30 days after the day when the bids are to be opened.

If a Bidder gives a shorter validity period, the bid shall be rejected as invalid.

9.1 Deadline and place of delivery

The deadline for the delivery of goods cannot be longer than 45 days from the date when the contract is signed for all parties except for the party 5, for which the deadline cannot be longer than 90 days from signing the contract.

If the delivery deadline is longer than required, the bid shall be rejected.

Place of delivery is separately defined for each party:

party 1 – EQUIED **University of Niš, Univerzitetski trg 2, 18000 Niš**

**University of Novi Sad,
University of Arts in Belgrade,
University of Belgrade**

party 2 – EQUIED **University of Niš,
University of Novi Sad,
University of Arts in Belgrade,
University of Belgrade**

party 3 – EQUIED **University of Niš,
University of Novi Sad,
University of Arts in Belgrade,
University of Belgrade**

party 4 – EQUIED **State University of Novi Pazar**

party 5 – EQUIED **University of Belgrade.**

All goods shall be delivered and properly installed by the Bidder without changing the price.

9.2 Warranty

A Bidder should provide the guarantee of quality and proper functioning of the equipment that is not shorter than the obligatory manufacturing warranty from the day when the equipment is properly installed and in operation, or at least 1 (one) year from installing and putting the equipment in operation. Warranty should be separately defined for every position/part of the offered equipment.

9.3 Service in the warranty period

During the warranty period, a Bidder shall provide the service, that is, reparation of the equipment.

CONDITIONS AND INSTRUCTIONS HOW TO PROVIDE EVIDENCE FOR THE FULFILLMENT OF THE CONDITIONS

A Bidder that meets the **mandatory conditions** for the participation in the public procurement defined in Article 75 of the Law had the right to participate in the process of public procurement of equipment. These conditions are:

- 1) That a Bidder is registered with the authorized authority (competent body), that is, entered in the appropriate register (*Article 75, section 1, paragraph 1) of the Law*);
- 2) That a Bidder and their legal representative have not been convicted of any criminal act as members of an organized criminal group; that it has not been convicted of commercial criminal offence, criminal offence against the environment, criminal offence of receiving or offering bribe, criminal offence of fraud (*Article 75, section 1, paragraph 2) of the Law*);
- 3) That it has not been prohibited from performing economic activity by any measure in force at the time of publishing tender notice and/or invitation for bids (*Article 75, section 1, paragraph 3) of the Law*);
- 4) That it has paid due taxes and other public charges in accordance with laws of the Republic of Serbia or a foreign country if its registered address is in its territory (*Article 75, section 1, paragraph 4) of the Law*);
- 5) A bidder shall explicitly state in its offer that it fulfilled obligations under applicable legislation concerning safety at work, employment and working conditions, protection of environment, and that it guarantees that it holds the rights to intellectual property (*Article 75, section 2 of the Law*).

In order to prove that it meets the mandatory conditions, a Bidder shall provide the following evidence:

- 1) Condition from Article 75, section 1, paragraph 1) of the Law – **Evidence:** An extract from the register of the Business Registers Agency, that is, an excerpt from the registry of the authorized Commercial Court);
- 2) Condition from Article 75, section 1, paragraph 2) of the Law – **Evidence:** Legal persons: 1) An extract from the criminal records, that is, a certificate of the basic court on the territory of the domestic legal person's main location, that is, the location of the representative or branch office of a foreign legal person, which confirms that the legal person has not been convicted of commercial criminal offence, criminal offence against the environment, criminal offence of receiving or offering bribe, criminal offence of fraud; 2) An extract from the criminal records of the Special Department for Organized Crime of the High Court in Belgrade, which confirms that the legal person has not been convicted of an organized crime offence; 3) An extract from the criminal records, that is, a certificate of the authorized police department/unit, which confirms that a Bidder's legal representative has not been convicted of commercial criminal offence, criminal offence against the environment, criminal offence of receiving or offering bribe, criminal offence of fraud or an organized crime offence (the request can be filed according to the place of birth or according to the place of residence of the legal representative). If a Bidder has more than one legal representative, it has to submit the required documents for each of them. Entrepreneurs and natural persons: An extract from the criminal records, that is, a certificate of the authorized police department/unit, which confirms that it has not been convicted of any criminal act as members of an organized criminal group, has not been convicted of commercial criminal offence, criminal offence against the environment, criminal offence of receiving or offering bribe, criminal offence of

fraud (the request can be filed according to the place of birth or according to the place of residence).

Evidence cannot be older than two months before the bids are to be opened;

- 3) Condition from Article 75, section 1, paragraph 3) of the Law – **Evidence:** Legal persons: Certificates of the Commercial and Magistrates' Court that it has not been prohibited from performing economic activity, or a certificate of the Business Registers Agency that it is not registered there, that it has been prohibited from performing economic activity as a business company which is in power during the Invitation to Bidders; Entrepreneurs: Certificate of the Magistrates' Court that it has not been prohibited from performing economic activity, a certificate of the Business Registers Agency that it is not registered there, that it has been prohibited from performing economic activity as a business company which is in power during the Invitation to Bidders Natural persons: Certificate of the Magistrates' Court that it has not been prohibited from performing certain business activities.

Evidence must be issued after the Invitation to Bidders has been published;

- 4) Condition from Article 75, section 1, paragraph 4) of the Law – **Evidence:** A certificate of the Tax Administration of the Ministry of Finance and Commerce that it has paid due taxes and other public charges and a certificate of the authorized unit of the local self-government that it has paid due charges based on own-source local public revenues or a certificate of the Privatization Agency that a Bidder undergoes the privatization process.

Evidence cannot be older than two months before the bids are to be opened;

- To prove that it meets the conditions from Article 76, paragraph 2 of the Public Procurement Law, a Bidder shall attach the following evidence together with the bid:
 - a) Extract from the balance sheet and Report on Solvency, which is issued by the Business Registers Agency of the Republic of Serbia, that a Bidder did not have financial losses in the 2012 business year.
 - b) Bank guarantee for the refund of the advance payment if the bid includes the advance payment. A selected Bidder commits to submit, at the moment when the contract is concluded, a bank guarantee for the refund of the advance payment that will be with clauses: unconditional and payable on first call. The bank guarantee for the refund of advance payment is issued in the amount of the advance payment including VAT, and it has to be valid at least until the advance payment justification. If the Purchaser states in the Bidding Documents that the advance payment is allowed, the Purchaser cannot perform any payment before it receives the requested means of financial security for the return of the advance payment. The submitted bank guarantee cannot contain additional conditions for payment, shorter deadlines than the ones determined by the Purchaser, lower amount than the one determined by the Purchaser or changed place of jurisdiction for solving potential disputes.
 - b) A Bidder with the main location in another state can submit the guarantee of its business bank only if that bank has the credit rating corresponding at least to the credit quality level 3 (investment rank).

If a Bidder has the main location in another state, the Purchaser can check if the documents proving the fulfillment of requested conditions were issued by the authorized units of that state.

If the state in which a Bidder has the main location does not issue evidence which the Purchaser requests under paragraphs 1 to 5, a Bidder can, instead of evidence, provide a

written statement given under criminal and material responsibility and notarized by a relevant organ (court or government), public notary or other authorized organ of that state.

A Bidder must, without delay and no later than five days after a change of data it provides evidence for, notify the Purchaser in writing about that change and document it in a proper manner.

Evidence of the fulfillment of conditions from Article 77 of the Public Procurement Law can be provided in legible (non-certified) copies, and a Bidder whose bid is selected as the most favorable should, no later than 3 days after receiving the written invitation of the Purchaser, which the Purchaser will send to the Bidder whose offer is selected as the most favorable before reaching the decision on the selection of the most favorable bid, supply the original or a certified (notarized) copy of the evidence of the fulfillment of conditions from Article 77 of the Law. If the Bidder, whose offer is selected as the most favorable, does not provide the original or a certified (notarized) copy of the evidence in 3 days after receiving the Purchaser's invitation, the Purchaser shall reject its offer as invalid, and it will request the abovementioned originals/certified (notarized) copies from the next best-ranked Bidder.

BIDDING FORM for PARTY 5

Public procurement number: **TEMPUS 1/14- 2014**

BIDDING FORM for PARTY 5 – EQUIED University of Belgrade

Bid number: _____

Date: _____

Bidder: _____ Address: _____ ; Telephone: _____

ID number: _____ ; TIN: _____

Account number: _____ ; Bank name: _____

a) individual bid _____

b) joint bid _____

1. _____

2. _____

3. _____

(state the name and location of all participants in the joint bid)

b) with the subcontractor/co-deliverer _____

1. _____

2. _____

3. _____

(state the name and location of all subcontractors/co-deliverers)

VALIDITY OF THE BID _____

UNIVERSITY OF NIŠ, Univerzitetski trg 2, 18000 Niš
“EQUI-ED EQUAL ACCESS FOR ALL: STRENGTHENING THE SOCIAL DIMENSION FOR A STRONGER EUROPEAN HIGHER EDUCATION AREA” no. 516851-TEMPUS-I-2011-1-RS-TEMPUS-SMGR

For the procurement of equipment **PARTY 5 – EQUIED** **University of Belgrede** in all as follows:

| No. | Equipment name | Quantity | Price per unit excluding VAT | VAT | Total price excluding VAT | Total price with VAT | Total price with VAT in EUR |
|-----|--|----------|------------------------------|-----|---------------------------|----------------------|-----------------------------|
| 1. | Robotic Book Scan System* Canon 600D (18MPIX) Carl Zeiss 35mm Distagon Lenses Processing & Capturing System 4 TB 64bit QiScan Suite for Capturing & Processing At least 21 inch Flat Screen for machine controlling QiScan Workflow & Capturing Software incl. Full License OCR 36 months Manufacturer warranty +Manufacturer support | 1 | | | | | |

| | |
|--|--|
| <i>TOTAL PRICE FOR PARTY 5 EXCLUDING VAT</i> | |
| <i>VAT (IN TOTAL)</i> | |
| <i>TOTAL PRICE FOR PARTY 5 INCLUDING VAT</i> | |
| <i>TOTAL PRICE FOR PARTY 5 IN EUR</i> | |

ELEMENTS OF THE BID

Price structure: by unit, in total excluding and including the value added tax;

Manner, deadline and conditions of payment: 10 after the delivery and reception of goods or in advance;

Delivery deadline: _____ (not longer than 90 from signing the contract);

Place of delivery: A Bidder shall deliver the goods in its own expense to the Purchaser's address;

Quality: According to the demanding performances and in accordance with the valid practices in the commerce/economic area to which the subject of the purchase belongs;

Service: Response time should be 2 (two) days after the problem is reported by the Ordering Party/Purchaser;

Bid option _____ days (cannot be shorter than 30 days from opening the bids);

Warranty: Warranty should be separately given for each position of the offered equipment.

Position _____ maximum _____ years,

Position _____ maximum _____ years.

Discount _____ % (shall be presented in the invoice).

Advance payment _____ Dinars.

(maximum amount of advance payment is 50% from the total price)

Place and date:

(L.S.)

(signature of the authorized person)

FORM

BIDDER INFORMATION

For the procurement of equipment for PARTY 5 – EQUIED University of Belgrade

| BIDDER INFORMATION | |
|------------------------------|--|
| Full name of the bidder | |
| Location and address | |
| ID number | |
| Registry number | |
| TIN | |
| Authorized person | |
| Contact person | |
| Telephone | |
| Telephone-fax | |
| Account number and bank name | |
| e-mail | |

Place and date:

(L.S.)

(signature of the authorized person)

FORM

INFORMATION ON THE BIDDER WHICH PARTICIPATES IN THE JOINT BID

For the procurement of equipment for PARTY 5 – EQUIED University of Belgrade

| | | |
|----|------------------------------|--|
| 1 | NAME OF THE BIDDER | |
| 2 | LOCATION AND ADDRESS | |
| 3 | ID NUMBER | |
| 4 | REGISTRY NUMBER | |
| 5 | TIN | |
| 6 | AUTHORIZED PERSON | |
| 7 | CONTACT PERSON | |
| 8 | ACCOUNT NUMBER AND BANK NAME | |
| 9 | TELEPHONE | |
| 10 | TELEPHONE-FAX | |
| 11 | E-MAIL ADDRESS | |

Place and date:

Bidder:

L.S.

(signature of the authorized person)

NB: The Form should be copied and filled-in by every bidder that participates in the joint bid

FORM

INFORMATION ON THE SUBCONTRACTOR/CODELIVERER

For the procurement of equipment for PARTY 5 – EQUIED University of Belgrade

| | | |
|----|---|--|
| 1 | NAME OF THE SUBCONTRACTOR/CO-DELIVERER | |
| 2 | LOCATION AND ADDRESS | |
| 3 | ID NUMBER | |
| 4 | REGISTRY NUMBER | |
| 5 | TIN | |
| 6 | AUTHORIZED PERSON | |
| 7 | CONTACT PERSON | |
| 8 | ACCOUNT NUMBER AND BANK NAME | |
| 9 | TELEPHONE | |
| 10 | TELEPHONE-FAX | |
| 11 | E-MAIL ADDRESS | |

Place and date:

Bidder:

L.S.

(signature of the authorized person)

NB: The Form should be copied and filled-in by every subcontractor/co-deliverer

TECHNICAL SPECIFICATION
PARTY 5 – EQUIED University of Belgrade

| No. | Equipment name | Amount |
|---|--------------------------|--------------------------|
| 1. | Robotic Book Scan System | University of Belgrade 1 |
| <p>Canon 600D (18MPIX) Carl Zeiss 35mm Distagon Lenses Processing & Capturing System 4 TB 64bit QiScan Suite for Capturing & Processing at least 21 inch Flat Screen for machine controlling QiScan Workflow & Capturing Software incl. full License OCR V-shaped robotic book scanner, with an opening angle of 80 degrees 3 in 1 function: ability to scan automatically, semi automatically and manually clear mechanical automatic page turning technology, no vacuum and suctioning page turning technology Real double page control requested. The double page control should be based on a light sensor system measuring the light density of every single page. Should the system identify 2 pages, it has to adjust the pressure so that just one page is turned at a time. glass plate for curvature free scanning scanning area up to: 60x44cm(30x44cm) per page Electronic Control and Security System: The scanner should have integrated the high end industry standard Beckhoff in order to ensure the 100% safety of the operators. The Security System of the book scanner should also include CE security switch and sensoric light curtain is build to stop machine instantly & automatically (if anything - for instance human hand - comes INTO the machine).</p> | | |

Other technical conditions/requirements:

In case that, as a part of a party, a Bidder offers the equipment of equivalent technical characteristics and quality in relation to the requested equipment, detailed technical characteristics of such equipment should be given in the “Technical Characteristics” form on page 58 of the Bidding Documents and the printed specification of the manufacturer should be given in Serbian.

In case that any of the technical characteristics is worse than requires, the commission will reach a decision whether to accept or reject the offer.

The original package in which the computer equipment is delivered shall be kept by the deliverer so it can be sent to be serviced in case it does not work properly.

MODEL CONTRACT

PARTY __ – EQUIPMENT - EQUIED UNIVERSITY OF BELGRADE

(code and number of the public procurement: TEMPUS 1/14-2014)

concluded in Belgrade on _____ 2014 between:

1. **University of Belgrade**, _____, represented by _____, rector, TIN 100052450 (hereinafter: Purchaser),
- and
2. _____ from _____, address _____, TIN _____, ID number _____, with the account number _____ at _____ (bank name), represented by _____ (hereinafter: Supplier), on the other side.

SUBJECT OF THE CONTRACT

Article 1

The subject of this Contract is the joint equipment procurement: assistive equipment for students with disabilities, to cover the needs of all project partners in “EQUI-ED EQUAL ACCESS FOR ALL: STRENGTHENING THE SOCIAL DIMENSION FOR A STRONGER EUROPEAN HIGHER EDUCATION AREA” no. 516851-TEMPUS-I-2011-1-RS-TEMPUS-SMGR (hereinafter: EQUIED Project) according to the realized process of joint equipment procurement to cover the needs of all Project partners, procurement number: TEMPUS 1/14 - 2014 PARTY __ – EQUIPMENT - EQUIED University of Niš, that was realized by the University of Niš as the Project coordinator, in all aspects according to the documents of the Purchaser and the bid (offer) of the Supplier number _____ from _____, which is a part of this Contract.

DELIVERY DEADLINE, PLACE AND DETAILS

Article 2

The deadline for the delivery of equipment is _____ after the day when the Contract is concluded.

Article 3

The place for the delivery of equipment is the Rectorate building of the University of Belgrade, Studentski trg 1, 11000 Belgrade.

The Supplier agrees to bill and deliver the equipment from Article 1 of this Contract to the University of Belgrade, Studentski trg 1, 11000 Belgrade, for the TEMPUS Project “EQUI-ED EQUAL ACCESS FOR ALL: STRENGTHENING THE SOCIAL DIMENSION FOR A STRONGER EUROPEAN HIGHER EDUCATION AREA” no. 516851-TEMPUS-I-2011-1-RS-TEMPUS-SMGR.

Article 4

The Supplier should deliver the equipment in the original package and keep this package in its possession until the equipment warranty expires in order to send the equipment to service in the requested original package in case of malfunction.

The delivery also implies the submission of detailed technical and user documents required for the installation, use and maintenance of the equipment.

Article 5

The Supplier shall notify the Purchaser in due time on all unforeseen circumstances and cases that interfere with the delivery of the goods in the timeframe from Article 2 of this Contract.

The Supplier should immediately notify the Purchaser in writing, but no later than 48 hours after the appearance of the unforeseen circumstances, so that the Purchaser could take into consideration the new situation and decide on possible extension of the agreed delivery deadline.

Article 6

The Purchaser agrees to take over the equipment under the conditions and in the amount that is in accordance with the Bid and this Contract.

When taking over the equipment, the “Equipment Reception Record” should be made and signed by the authorized persons of the Purchaser and Supplier.

The Purchaser should make potential objections to the equipment right away, when taking over the equipment, and no later than 5 days after taking over the equipment.

PRICE

Article 7

Contracting parties agree on the price of the equipment from the Bid of the Supplier number _____ from _____, in the total amount of _____ (in letters: _____) Dinars, excluding value added tax (excluding VAT), that is _____ (_____) Dinars, including value added tax.

The price from the previous Article includes all expenses for the delivery of the equipment to the “Purchaser’s address – unpacked and installed”.

The price from paragraph 1 of this Article is fixed.

Article 8

Immediately after signing this Contract, the Supplier agrees to deliver the invoice to the Purchaser with the price of the goods excluding VAT, including VAT and the total amount of the procurement including VAT.

Based on the invoice, the Purchaser will request the tax exemption from the authorized Ministry.

Signed and notarized tax exemption form (TEF – VAT) shall be delivered to the Supplier that should issue the invoice with prices excluding VAT, with a notification that the equipment is exempt from taxes in accordance with the TEF-VAT form.

The Purchaser shall pay the equipment to the Supplier no later than 10 days after the equipment is delivered and taken over on the basis of the issued invoice.

WARRANTY

Article 9

The Supplier gives warranty to the Purchaser that the equipment from Article 1 of this Contract will correspond in all aspects to all technical norms and valid regulations.

The Supplier guarantees the functioning and technical characteristics of the equipment and is responsible for all deficiencies and defects of the delivered equipment.

Warranty is defined in all aspects in the Bidding Documents and Supplier’s Bid number _____ from _____, which is a part of this Contract.

Article 10

During the warranty period, the Supplier agrees to immediately start with the reparation or replacement and fixing the malfunctions or defects on the delivered equipment, that is, no later than 2 (two) days after receiving a notification of the Purchaser.

The Supplier shall take over the faulty equipment and return it to the Purchaser after repairing it. The faulty equipment can be taken over, repaired and returned by the official service company.

During the warranty period, all reparation expenses shall be covered by the Supplier.

If the Supplier is not able to start repairing the equipment in 2 (two) days after receiving the Purchaser’s notification, the Purchaser is allowed to fix the equipment of its own or to hire a third person to do the job on the expense of the Supplier.

The warranty for the repaired or replaced parts shall be _____ (_____) months from the day when the equipment has been fixed or a part replaced.

The reparation time shall not be counted under warranty, that is, the warranty shall be extended for the reparation period (during which the equipment is not used).

FINANCIAL SECURITY

Article 11

During the conclusion of this Contract, the Supplier agrees to give the Purchaser a means of financial security which guarantees the fulfillment of all contract obligations – its one blank bill of exchange (with the signature card and bank draft authorization form) for the good realization of the Contract-agreed procurement and problem solving in the warranty period (meeting of deadlines, damage that appears, technical characteristics and quality of the delivered equipment) on the amount of 10% of the total agreed price with the maturity date which is 15 (fifteen) days longer than the warranty period.

Article 12

The Supplier agrees to provide the Purchaser, during the conclusion of this contract, with a means of financial security which guarantees the return of the advance payment, that is, the bank guarantee for the return of the advance payment if the bid requires advance payment. The Supplier agrees to provide the Purchaser, during the conclusion of this contract, with the bank guarantee for the return of the advance payment which will contain the following clauses: that it will be unconditional and payable at first call. The bank guarantee for the return of the advance payment is issued in the amount of the paid advance payment including VAT and it has to valid at least until the advance payment justification. If the Purchaser states in the Bidding Documents that the advance payment is allowed, the Purchaser cannot perform the payment of any amount before receiving the requested means of financial security for the return of the advance payment. The provided bank guarantee cannot contain additional payment conditions, shorter deadlines from the ones determined by the Purchaser, lower amount than the one determined by the Purchaser or changed place of jurisdiction for solving potential disputes.

Article 13

In case the Supplier has the main location in another state, it can submit the guarantee of its business bank only if that bank has the credit rating corresponding at least to the credit quality level 3 (investment rank).

The Purchaser cannot perform the payment of any amount before receiving the guarantee of the business bank of the Supplier whose main location is on the territory of some other state and before the business bank of the Purchaser checks the guarantee in question.

If the Purchaser's business bank determines that the provided guarantee is not valid, it will unilaterally terminate the Contract in written form.

FINAL PROVISIONS

Article 14

The contracting parties agree that the Law of Contract and Torts (Law on Obligations) shall be applied for all mutual relations which have not been defined by this Contract.

Article 15

The contracting parties agree to resolve all potential disputes by mutual agreement, and if an agreement is not possible, the dispute shall be resolved before the authorized court in Belgrade which shall have the jurisdiction in that matter.

Article 16

This Contract is made in four (4) identical copies, two (2) for each of the contracting parties.

Annex:

1. Supplier's Bid number _____ from _____ .

ON BEHALF OF THE SUPPLIER

ON BEHALF OF THE PURCHASER

Name and surname of the authorized person

RECTOR
Prof. dr Vladimir Bumbaširević