



EMBASSY OF THE REPUBLIC OF SERBIA

5, rue Leonard de Vinci

75016 PARIS

FRANCE

Number: 554-6/2017

Date: 09.06.2017.

## **TENDER DOCUMENTS**

### **PROCUREMENT OF TEMPEST COMPUTERS FOR THE PURPOSES OF DIPLOMATIC MISSIONS AND CONSULAR POSTS OF THE REPUBLIC OF SERBIA ABROAD**

**NO 01**

Paris, June 2017

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# **1. GENERAL INFORMATION ON THE PROCUREMENT**

## **1.1 Name, address and internet address of the Contracting Authority**

Embassy of the Republic of Serbia in Paris  
5, rue Léonard de Vinci  
75016 PARIS  
Internet address: [www.paris.mfa.gov.rs](http://www.paris.mfa.gov.rs)

## **1.2 Note that the contract awarding process is ongoing**

The process of contract awarding is conducted in line with the Directive on Procurement in Diplomatic Missions and Consular Posts of the Republic of Serbia No. 716/GS of 20 May 2013, Instruction on Conducting Procurement in DCMs of the Republic of Serbia Abroad No. 716-2/GS of 3 July 2013 and the Decision on Commencement of the Contract Awarding Process No. 554/2017 of 31th May 2017.

## **1.3 Subject of public procurement**

The subject of procurement are goods – tempest computers for the purposes of diplomatic missions and consular posts of the Republic of Serbia abroad.

The subject of procurement is defined in more detail in Section 2 under Technical Specifications.

## **1.4 Notification that the procedure is conducted with the aim of concluding a procurement contract**

The procurement procedure is conducted with the aim of concluding a procurement contract. The contract shall be entered into with a bidder who has been awarded the contract by the decision of the Contracting Authority.

## 2. TECHNICAL SPECIFICATIONS

The subject of procurement are goods – tempest computers for the purposes of diplomatic missions and consular posts of the Republic of Serbia abroad.

### **Laptop computers TEMPEST NATO SDIP 27 Level A – 19 items**

- CPU – Intel Core i5
- HDD 500 GB
- RAM – minimum 4GB
- Integrated smart card reader – support for Extended APDU (ISO 7816-4)
- 2 x USB 2.0 port
- NO Operating System.
- Certificate SDIP 27 Level A of NATO accredited laboratories
- Five years warranty.

\*All equipment must be new and authentic.

**\*The Bidder shall deliver with the bid descriptive material and manufacturer's leaflets for the goods offered (brochures, pamphlets, etc.) with detailed information on the goods (specifications, quality, standards, etc.), and on the basis of which all information listed in the Contracting Authority's Technical Specifications can be determined.**

### **3. INSTRUCTION TO BIDDERS ON HOW TO PREPARE A BID**

#### **3.1 Language of the bid**

The instructions on how to prepare a bid contain the information on the Contracting Authority's requirements concerning the content of the bid, as well as the conditions under which the contract awarding process is conducted.

The bid shall be drawn up either in Serbian or English.

#### **3.2 Special requirements of the Contracting Authority concerning the form of the bid**

Forms and declarations required for tender documents, or the information that must constitute an integral part thereof, shall be filled in by the Bidder legibly so as to enable identification of the real content of the bid, which shall be signed and affixed the official seal by the person authorized by the Bidder.

The bid must be plain and unambiguous.

The Bidder shall deliver the bid in writing.

The bid shall be prepared by the Bidder filling in the required information in the forms that form an integral part of the tender documents.

If the bid contains corrections, they shall be initialled and affixed the Bidder's seal. The bid shall be plain and unambiguous, accompanied by all annexes forming an integral part of the documentation.

It is advisable that all bidding documents be tied up together with a tape and sealed in order to prevent subsequent insertion, removal or replacement of individual sheets of paper or annexes without causing visible damage to the sheets or the seal.

#### **3.3 Bids with variations are not allowed**

All Bidders shall submit bids for procurement in whole, and bids with variations shall not be allowed.

The Contracting Authority reserves the right to withdraw from the selection process:

- if it is determined that none of the bids fulfil the requirements from the tender documents;
- if the amount of available funds is changed by the revision of the budget plan;
- due to Force Majeure or other valid reasons.

#### **3.4 Amendments and bid withdrawal**

The Bidder may at any time (prior to the due date) amend, modify or withdraw the bid by a written notification referring to: "Bid Amendment", "Bid Modification" or "Bid Withdrawal"

for “Procurement of Tempest computers for the purposes of diplomatic and consular missions of the Republic of Serbia abroad”, ordinal no. 01. The Bidder shall clearly indicate which documents are being subsequently delivered, or which section of the bid is being amended.

**3.5 Notification that the Bidder who has independently submitted a bid cannot simultaneously participate in joint bidding or as a subcontractor, or participate in several joint bids**

Each bidder shall submit a single bid.

The Bidder who has independently submitted a bid cannot simultaneously participate in joint bidding or as a subcontractor and vice versa, or participate in several joint bids. Otherwise, such bids shall be rejected.

The Bidder shall state in the bid form the manner of bid submission, i.e. whether the bid is submitted independently, as a joint bid or as a bid with a subcontractor.

**3.6 Bids with subcontractors**

In case the Bidder puts in a bid with a subcontractor, the Bidder shall indicate in the bid that the procurement shall be partially entrusted to a Subcontractor, as well as the percentage of the total procurement value to be entrusted to the Subcontractor, and the segment of the subject of procurement to be executed through the Subcontractor.

The total value of procurement the Bidder has entrusted to the Subcontractor shall not exceed 50%.

If the Bidder states in the Bid that the procurement will be partially executed through the Subcontractor, the Bidder shall state the name of the Subcontractor, and in case the Bidder and the Contracting Authority conclude a contract, the said Subcontractor shall be included in the contract.

The Bidder shall submit proof that the Subcontractor(s) meet(s) the conditions listed in Section 5 of the tender documents.

The Bidder shall grant the Contracting Authority, at their request, access to the Subcontractor in order to determine whether the required conditions have been met.

**3.7 Joint bid**

A group of subcontractors can jointly submit a bid.

An integral part of such joint bid shall be an agreement by which the said subcontractors agree mutually as well as with the Contracting Authority to execute the procurement, and which shall contain information on:

- the member of the group of subcontractors who is the main contractor, i.e. who will submit the bid and represent the said group of subcontractors before the Contracting Authority;
- the subcontractor who will sign the contract on behalf of the group of subcontractors;

- the subcontractor who will provide a collateral on behalf of the group of subcontractors;
- the subcontractor who will issue a receipt;
- the account into which the payment will be made;
- the responsibilities of each subcontractor from the group of subcontractors to carry out the contract.

Bidders submitting the joint bid shall be jointly and severally liable to the Contracting Authority without limitation.

A group of Bidders shall present all of the requested proof that the conditions set out in Section 5 of the tender documentation have been met.

### **3.8 Requirements concerning method and conditions of payment, deadlines, and other conditions relevant to bid's acceptability**

- **Payment method and conditions**

Payments shall be made into the bank account held by the Supplier.

The Contracting Authority shall pay the agreed fee as follows:

- an advance payment (if requested, but not more than 40% of the agreed fee) within 15 days from the delivery of the preliminary advance payment estimate, and following the submission of a bank guarantee of advance payment refund or any other relevant form of financial security;
- the remaining portion of the agreed fee within 15 days from the date of final billing, dispatch note and the report on the qualitative and quantitative delivery of goods have been duly submitted.

If the Bidder does not request an advance payment, the payment of the total agreed fee shall be made within 15 days from the date the final bill, dispatch note and the report on the qualitative and quantitative delivery of goods have been duly submitted.

The Contracting Authority shall reserve the right to adjust the schedule of payments to the execution capacities of the State Budget of the Republic of Serbia.

- **Requirements concerning the warranty period**

The Supplier shall provide a warranty for the procured goods in accordance with Section 3 of the tender documents – Technical Specifications.

- **Requirements concerning the due date and place of delivery**

The due date of delivery shall not exceed 90 days from the date of concluding the contract. In addition to the procured goods, the Supplier shall deliver to the Contracting Authority the signed and certified warranty, technical documentation and instruction manuals for the procured goods.

The dispatch note shall be verified by the signature of an authorized representative of the Contracting Authority.

The delivery of procured goods shall take place on the Contracting Authority's premises.

- **Requirements concerning the surrender and collection**

A qualitative and quantitative surrender and collection of the procured goods shall be simultaneous with the delivery.

A report on the qualitative and quantitative surrender and collection of the procured goods shall be made, which shall state whether the Supplier has fulfilled his contractual responsibilities concerning the quantity, type and quality of the procured goods.

The report shall be signed by the authorized representatives of the selected Bidder and the Contracting Authority.

- **Quality requirements**

The procured goods shall meet the technical and functional specifications and, in relation to quality, fulfil the applicable standards as described in Section 3 of the tender documents - Technical Specifications.

- **Requirements concerning the deadline for complaint settlement**

The Contracting Authority and the Supplier shall state in a report whether the procured goods have been delivered in accordance with the contract. Should the report state that certain deficiencies regarding the quality and quantity of the delivered goods have been noted, the Supplier shall be obligated to deliver or replace them, not later than 30 days from the day the complaint report has been drawn up.

In case the deadline for settling the complaint exceeds the above period, the bid will be rejected.

### **3.9 Currency and manner of stating and expressing rates in the bid**

The fee and all other rates of payment contained in the bid shall be expressed in euros excluding VAT.

The offered fee shall include the cost of procured goods and all other dependent or accompanying expenses.

The fee shall be fixed and non-negotiable.

If an uncommonly low fee is asked in the bid, the Contracting Authority shall request an extensive explanation of all of its integral parts deemed to be relevant.

### **3.10 Compulsory financial guarantees against fulfilment of the Bidder's and Supplier's obligations**

#### **a) The Bidder shall be obliged to submit with the bid:**



- **A bank guarantee/collateral proving the validity of the bid**, which contains the irrevocability clause, which is unconditional and collectable upon first call and without the right of objection. The bank guarantee proving the validity of the bid shall amount to 5% of the bid value excluding VAT, and its validity period shall not be less than the validity period of the bid (in line with the validity period stated by the Bidder in the bid form).

The Contracting Authority shall cash in on the bank guarantee delivered with the bid in case: 1) the Bidder withdraws, cancels or amends the bid after the deadline for submitting bids has expired, or 2) the Bidder who has been awarded the contract fails to sign the procurement contract within a reasonable period of time.

The Contracting Authority shall return the bank guarantees to the Bidders with whom the contract has not been signed immediately after entering into contract with the selected Bidder.

Should the Bidder fail to deliver this bank guarantee/collateral, the bid will be rejected as unacceptable.

**b) The Supplier shall submit:**

- **A bank guarantee/collateral for advance payment refund**, within 10 days from the date of signing the contract, which contains the irrevocability clause, which is unconditional and collectable upon first call and without the right of objection. A bank guarantee of advance payment refund shall be issued in the amount of the advance payment made, including VAT, with a validity period exceeding the agreed deadline by 30 days. If the agreed deadline is changed during the validity period of the contract, the Supplier shall extend the validity period of the bank guarantee of advance payment refund. The Contracting Authority shall cash in on the bank guarantee of advance payment refund if the Supplier does not justify the advance payment received within the deadlines and in the manner set forth in the contract. **(This bank guarantee shall be submitted only in case the Supplier requested an advance payment).**
- **A bank guarantee of good performance**, within 10 days from the date of signing the contract, which contains the irrevocability clause, which is unconditional and collectable upon first call and without the right of objection. A bank guarantee of good performance shall be issued in the amount of 10% of the contract value excluding VAT, with a validity period exceeding the agreed deadline by 10 days. If the agreed deadline is changed during the validity period of the contract, the Supplier shall extend the validity period of the bank guarantee against good performance. The Contracting Authority shall cash in on the bank guarantee of good performance if the Supplier fails to fulfil the contractual obligations within the agreed deadlines and in the manner stipulated by the contract.
- **A bank guarantee against error correction within the warranty period**, at the time of the procured goods delivery, which contains the irrevocability clause, which is unconditional and collectable upon first call and without the right of objection. A bank guarantee against error correction within the warranty period shall be issued in the

amount of 10% of the contract value excluding VAT, with a validity period exceeding the warranty by 5 days. The Contracting Authority shall cash in on the bank guarantee of error correction within the warranty period if the Supplier fails to fulfil the warranty obligations within the agreed deadlines and in the manner stipulated by the public procurement contract. If the Supplier fails to deliver the bank guarantee within the requested period, the Contracting Authority shall cash in on the bank guarantee against good performance.

\*Note: In case the above-mentioned means of security do not exist as such in the country where the Bidder has the seat, the Bidder shall declare in writing to that effect, along with listing the security means issued for such purposes in accordance with the regulations of the country where the Bidder has the seat. The Bidder shall deliver these means of security.

### **3.11 Amendments to the tender documents**

In case the Contracting Authority amends the tender documents within the bid submitting period, the Contracting Authority shall immediately and without charge publish those amendments on their internet page.

All amendments shall constitute an integral part of the tender documents. Signed amendments shall be delivered jointly with other tender documents accompanying the bid.

### **3.12 Additional information and clarifications concerning the bid preparation**

An interested party may request additional information and clarifications concerning the bid preparation in writing at the e-mail address: [ambassade.paris@mfa.rs](mailto:ambassade.paris@mfa.rs), not later than five (5) days prior to the expiry of the deadline for the submission of bids. The Contracting Authority shall reply in writing within three (3) days from the delivery and immediately post that information on their internet page.

### **3.13 Information on the manner of requesting additional explanations from the Bidder after the bid opening and of conducting inspection of the Bidder or their Subcontractor**

During the expert assessment of bids, the Contracting Authority may request from the Bidder additional explanations that will help him review, assess and compare bids. In addition, the Contracting Authority may conduct inspection (supervision) of the Bidder, i.e. their subcontractor.

In case any additional explanations are necessary, the Contracting Authority shall provide the Bidder with a reasonable period to fulfil the requirement of the Contracting Authority's invitation, i.e. to allow the Contracting Authority to conduct inspection (scrutiny) of the Bidder, i.e. their subcontractor.

The Contracting Authority may, if the Bidder allows, correct errors of calculation noted during the assessment of the bid after the opening of bids. In case the unit and total price differ, the unit price per item shall be deemed valid. If the Bidder disagrees with the correction of the calculation errors, the Contracting Authority shall reject the Bidder's bid as unacceptable.

### **3.14 Information on the manner of indicating confidential information in the bid**

The Contracting Authority shall keep as confidential all information on bidders contained in the bid, and specified in special regulations as confidential and designated as such by the Bidder in the bid.

The Contracting Authority shall treat as confidential the information in the bid that is contained in the documents and indicated as such or having in the right upper corner the words "CLASSIFIED", as well as signed by the Bidder's authorized person below.

If only a particular piece of information contained in the document submitted with the bid is considered confidential, that information must be given in red and should be accompanied by the words "CLASSIFIED" and signed by the Bidder's authorized person below.

The Contracting Authority shall not be held responsible for the confidential information not indicated in this manner.

The Contracting Authority shall refuse to give information which is in violation of the confidentiality of information contained in the bid.

The rates and other information contained in the bid which are of significance for the application of criteria elements and ranking of bids shall not be considered confidential.

The Contracting Authority shall keep as a business secret all names of interested persons, bidders and the information on the submitted bids until the date of opening of bids.

### **3.15 Contract awarding criterion**

The criterion for assessing bids is the lowest offered rate.

### **3.16 Criterion elements on the basis of which the Contracting Authority is to award the contract in a situation where there are two or more bids with the same offered rate**

In case there are two or more bids with the same offered rate, the contract shall be awarded to the Bidder who has offered shorter delivery period, and in case that two or more bids have the same delivery time, the contract shall be awarded to the Bidder who offered quicker complaint settlement.

### **3.17 Bid's validity period**

The bid shall be valid for at least thirty (30) days from the day of bids opening. In case the Bidder has indicated a shorter period, the bid shall be deemed invalid.

### **3.18 Reasons for rejecting a bid**

Only properly and timely submitted bids which fulfil all the requirements set forth in the tender documents shall be considered.

Incomplete bids shall not be considered any further and shall be refused.

### **3.19 Concluding the procurement contract**

Following the decision on awarding the contract, the selected Bidder shall be invited to sign the contract within 8 days from the day of receipt of the decision.

The selected Bidder shall deliver the contract, signed and executed by an authorized person, to the Contracting Authority within 3 days from the day the Contracting Authority delivered the contract to the Bidder to sign and execute.

In case the selected Bidder fails to deliver the contract, signed and executed by an authorized person, within the above indicated period, the Contracting Authority may sign a contract with the next most suitable Bidder.

### **3.20 Suspension of the procedure**

The Contracting Authority reserves the right to suspend the procurement procedure on the basis of objective and provable reasons which could not have been foreseen at the time of the commencement of the procedure and which obstruct the completion of the ongoing procedure, or on account of which the Contracting Authority no longer needs to procure the goods in question, due to which the procedure will not be repeated within the same budget year.

## **4. REQUIREMENTS FOR PARTICIPATING IN THE PROCUREMENT PROCEDURE AND THE INSTRUCTIONS ON HOW TO PROVE THE FULFILMENT OF THESE REQUIREMENTS**

### **4.1 Requirements and instructions on how to prove the fulfilment of requirements**

The Bidder shall prove the fulfilment of the following requirements during the procurement procedure:

- 1) **Requirement:** To be registered with the competent authority, entered in the relevant register or registered in a court of law of a foreign country where the seat is located.

**Evidence:** a certificate from the register of the competent authority, or a certificate from the registry of the competent law court in a foreign country where the seat is located.

Note: In the event that the Bidder puts in a bid jointly with other bidders, this evidence should also be submitted for each member of the group. In the event that the Bidder puts in a bid jointly with a Subcontractor, this evidence should also be submitted for the Subcontractor. (If there is more than one Subcontractor, evidence for each of them is required.)

- 2) **Requirement:** That the Bidder has not been prohibited by law from conducting business at the time of publishing the invitation to bid.

**Evidence:** a certificate from the competent authority, i.e. competent court of law in the country in which the Bidder has a seat, or any other proof that is in compliance with the regulations of a foreign country where the seat is located.

Note: In the event that the bid is put in by a group of Bidders, the proof shall be submitted for each member of the group. In the event that the Bidder puts in a bid jointly with a Subcontractor, this evidence should also be submitted for the Subcontractor. (If there is more than one Subcontractor, evidence for each of them is required.)

- 3) **Requirement:** That the Bidder has paid taxes, contributions and other public dues in accordance with the regulations of a foreign country where the seat is located.

**Evidence:** a certificate from the competent authority, i.e. competent court of law in a foreign country where the seat is located, or any other proof that is in compliance with the regulations of a foreign country where the Bidder's seat is located.

Note: In the event that the bid is put in by a group of Bidders, the proof shall be submitted for each member of the group. In the event that the Bidder puts in a bid jointly with a Subcontractor, this evidence should also be submitted for the Subcontractor. (If there is more than one Subcontractor, evidence for each of them is required.)

- 4) **Requirement:** The Bidder should have sufficient business capacity – that the Bidder delivered within the previous three years same or similar goods to the subject of the present procurement totalling no less than €150,000.00 excluding VAT.

**Evidence:** a reference list of Contracting Authorities, i.e. contracts (Form 5.2 in Section 5 of the tender documents).

\*The Contracting Authority reserves the right, if need be, to have an insight into the contracts the Bidder listed in Form 5.2 in Section 5 of the tender documents.

Note: In the event that the bid is put in by a group of Bidders, this requirement shall be jointly fulfilled by the group of bidders, and the requested evidence shall be submitted for the members of the group who fulfil this requirement. In the event that the Bidder puts in a bid jointly with a Subcontractor, this requirement can be jointly fulfilled, in which case the requested evidence should also be submitted for the Subcontractor.

- 5) **Requirement:** that they have sufficient technical capacity - that the Bidder is an authorised representative of the offered goods **or** that there is a partnership established between the manufacturer and the supplier of the offered goods.

**Evidence:** Bidder's declaration (signed and affixed with a seal and made under full financial and criminal responsibility) confirming that the Bidder is an authorised representative of the offered goods **or** the declaration made by the manufacturer of offered goods (signed and affixed with a seal) confirming the partnership with the supplier of the offered goods.

Note: In the event that the bid is put in by a group of Bidders, this requirement shall be jointly fulfilled by the group of bidders, and the requested evidence shall be submitted for the members of the group who fulfil this requirement.

In the event that the Bidder puts in a bid jointly with a Subcontractor, this requirement can be jointly fulfilled, in which case the requested evidence should also be submitted for the Subcontractor.

#### **4.2 Additional notes concerning the submission of evidence of fulfilling the requirements listed in Section 4.1**

The evidence listed in Section 4, under clauses 1), 2) and 3) shall not date back more than two months prior to the date of bids opening.

The Contracting Authority shall not reject a bid as invalid if the bid does not contain a piece of evidence requested by the tender documents in case the Bidder has listed in the bid an internet page where the information requested as the requirement is available to the public.

Evidence proving the fulfilment of these requirements may be submitted as uncertified copies.

If the foreign country where the Bidder's seat is located does not issue the requested evidence, the Bidder, instead of the requested evidence, may declare in writing under financial and criminal responsibility, the certified copy of which is issued by a court of law or a governing body, registrar or any other competent authority of that country.

If the Bidder's seat is located in a foreign country, the Contracting Authority may request authentication of whether the Bidder's documents proving the fulfilment of the requested conditions have been issued by the competent authorities of that country.

The Bidder shall without delay notify the Contracting Authority in writing about any changes concerning the fulfilment of the conditions of procurement procedure, which have occurred prior to the making of decision, or before the signing of the contract or during the validity of the procurement contract, and shall duly document these changes.

## 5. FORMS AND STATEMENTS

### 5.1 Bid form

1) **Bid** no. .... of ..... in the procurement of goods – tempest computers for the purposes of the diplomatic missions and consular posts of the Republic of Serbia abroad, ordinal No. ....

Table 1

Information on the Bidder	
Name	
Address	
Personal ID number	
TIN	
Code of the business activity type	
Contact person	
E-mail	
Tel./mobile	
Fax	
Bank account number and name of the bank	
Person authorized to sign contracts	

### 2) The Bid is submitted:

(encircle either a), b) or c) and fill in the information requested in b) and c))

Table 2

<b>a) INDEPENDENTLY</b>	
<b>b) WITH A SUBCONTRACTOR</b>	
Name of the Subcontractor	
Address	
Personal ID number	
TIN	
Contact person	
E-mail	
Tel./mobile	
Fax	
Percentage of the total procurement value executed by the Subcontractor	
Portion of the procurement to be executed by the Subcontractor	
<b>C) AS A JOINT BID</b>	
Names of participants in the joint bid	
Address	
Personal ID number	
TIN	
Contact person	
E-mail	
Tel./mobile	
Fax	



**Note:** If the number of subcontractors or participants in a joint bid exceeds the space provided in Table 2, please make a copy of Table 2 and fill out the information on all subcontractors or participants in the joint bid.

In case the group of bidders has submitted a joint bid, Table No.1 shall be filled in with the information on the main contractor, whereas the information on the other participants in the joint bid shall be filled out in Table No.2 of this form.

**3) Offered price:**

Table 3 – the structure of the offered price

No.	Procurement subject	Quantity of the procured goods (no. of items)	Price per unit excluding VAT (€)	Total excluding VAT (€)
1	2	3	4	5=3*4
1	Laptop computers TEMPEST NATO SDIP/27 level A  Model: ..... Manufacturer: .....	19		

**Notes:**

**\*The offered goods listed in the table shall fulfil all requirements defined in technical specifications.**

**\*The Bidder shall state the model and the manufacturer of the offered goods for each item in the table.**

**4) The requested advance payment:**

\_\_\_\_\_ % (in letters: \_\_\_\_\_) of the total offered price, i.e. \_\_\_\_\_ (in letters: \_\_\_\_\_) € excluding VAT.

(To be filled in only if the Bidder requests an advance payment of not more than 40% of the offered price)

**5) Delivery due date**

\_\_\_\_\_ (in letters: \_\_\_\_\_) days from the date of concluding the contract.  
(Not later than 90 days from the date of concluding the contract.)

**6) Bid validity period:**

\_\_\_\_\_ (in letters: \_\_\_\_\_) days from the date of bids opening.  
(At least 30 days from the date of bids opening)

**7) Deadline for complaint settlement:**

\_\_\_\_\_ (in letters: \_\_\_\_\_) days from the date the complaint report has  
been drawn up.  
(Not later than 30 days from the date the complaint report has been drawn up.)

**8) Warranty period:**

\_\_\_\_\_ (in letters: \_\_\_\_\_) months from the date the report on the  
delivery and collection of goods has been signed.  
(Not later than \_\_\_\_\_ months from the date the report on the delivery and collection of goods  
has been signed.)

Date: \_\_\_\_\_  
Place: \_\_\_\_\_

L.S. Signed by Bidder's  
authorized person  
\_\_\_\_\_

## 5.2. REFERENCE LIST FORM

From which it is evident that the Bidder delivered, within the previous three years, goods which are the same or similar to the subject of the procurement, totalling at least €150,000.00 in value terms.

No.	LIST OF CONTRACTING PARTIES (BUSINESSES)	DATE OF ENTERING INTO THE CONTRACT	SUBJECT OF THE CONTRACT
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Date:

\_\_\_\_\_

Place:

\_\_\_\_\_

L.S.

Signed by Bidder's  
authorized person

\_\_\_\_\_

**Note:** In case there is more than the number of above referenced Parties, the form should be reproduced. The Contracting Authority reserves the right to have an insight into the contracts listed in the reference list form.

## 6. MODEL CONTRACT

### On the Procurement of TEMPEST Computers, for the Purposes of the Diplomatic and Consular Missions of the Republic of Serbia Abroad

Entered into between: **1. The Embassy of the Republic of Serbia in Paris, France**, with the seat in Paris, 5, rue Léonard de Vinci, 75016 Paris, represented by Ambassador Rajko Ristic (hereinafter: the Contracting Authority)

And

2. \_\_\_\_\_, with the seat at \_\_\_\_\_, and the address at \_\_\_\_\_, TIN \_\_\_\_\_, personal number \_\_\_\_\_, represented by \_\_\_\_\_, the Managing Director (hereinafter: Supplier),

- with the Sub-contractor \_\_\_\_\_, with the seat at \_\_\_\_\_, and the address at \_\_\_\_\_, TIN: \_\_\_\_\_, personal number: \_\_\_\_\_, represented by \_\_\_\_\_, the Managing Director;

- and/or with the members of a group of bidders: \_\_\_\_\_, with the seat at \_\_\_\_\_, and the address at \_\_\_\_\_, TIN: \_\_\_\_\_, personal number: \_\_\_\_\_, represented by \_\_\_\_\_, the Director and \_\_\_\_\_, with the seat at \_\_\_\_\_, and the address at \_\_\_\_\_, TIN: \_\_\_\_\_, personal number: \_\_\_\_\_ represented by \_\_\_\_\_, the Managing Director

The Contracting Parties hereby note that:

- the contract award procedure for the procurement of goods- TEMPETS computers, for the purposes of the Diplomatic and Consular Missions of the Republic of Serbia abroad, has been completed, pursuant to the Directive on Procurements in the Diplomatic and Consular Missions of the Republic of Serbia No. 716/GS of 20 May 2013 and the Instruction on the Manner of Procurement Execution in the Diplomatic and Consular Missions of the Republic of Serbia No. 716-2/GS of 3 July 2013;

- the Supplier submitted the bid (an independent one/a joint one/with the Sub-contractor), **(as applicable from the bid)** the bid No. ----- of -----2017, **(to be filled out** by the Supplier), which fully corresponds to the technical specifications from the Tender Documents, enclosed within the Annex to the Contract and makes an integral part thereof;
- the Contracting Authority made the Contract Award Decision No. .... of ..... 2017, by applying the “economically best bid” criterion, thus opting for the Supplier’s bid as the most favourable one.

## **Subject of the Contract**

### **Article 2**

The subject of the present Contract is to regulate mutual rights and obligations regarding the purchase of TEMPEST computers for the purposes of the Diplomatic and Consular Missions of the Republic of Serbia abroad, in full accordance with the Supplier’s bid and the Contracting Authority’s technical specification, which make an integral part of the present Contract.

## **Technical specifications**

### **Article 3**

Goods specified under Article 2 of the present Contract must fully meet the quality required in the Contracting Authority’s technical specifications, and the Supplier’s selected bid.

The Supplier vouches for the good condition of the purchased goods and guarantees that they have neither quality nor legal defects.

## **Agreed price**

### **Article 4**

The total agreed price is EUR \_\_\_\_\_ (in letters: \_\_\_\_\_), excluding VAT.

The price specified in paragraph 1 of the present Article shall be fixed and include the price of the goods in question and all the other related expenses, *franco* Contracting Authority.

## **Manner, Deadline and Terms of Payment**

### **Article 5**

The Contracting Authority shall make payments in the following manner:

- advance payment (up to 40% of the total agreed contract value) amounting to \_\_\_% of the contract value, i.e. EUR \_\_\_\_\_ (in letters: \_\_\_\_\_), excluding VAT, within 15 days from the date of receiving the advance billing of costs, and after the bank guarantee/collateral for the return of the advance payment, or any other means of financial security for the return of the advance payment, be filed;

- the remainder of the agreed value within 15 days from the date of due filing of the bill, the dispatch note and the report on the quantitative and qualitative handover of goods referred to in Article 9 of the present Contract.

Payments shall be made into the Supplier's bank account No. \_\_\_\_\_, with the bank \_\_\_\_\_.

The Contracting Authority reserves the right to adjust the payments dynamic with the possibilities of the execution of the Budget of the Republic of Serbia.

Upon payment of the overall contract price, in the manner envisaged by the present Contract, all financial obligations of the Contracting Authority in relation to the Supplier shall cease under and with regard to the present Contract.

## **Means of Financial Security**

### **Article 6**

It is incumbent upon the Supplier to file bank's collateral to the Contracting Authority, 10 days from the signing of the present Contract, amounting to 10% of the contract value, excluding VAT, which should last 30 days longer than the agreed term.

The Contracting Authority shall cash in on the bank's collateral, should the Supplier fail to meet their contractual obligations, within the deadlines and in the manner envisaged by the present Contract.

It is incumbent upon the Supplier to submit to the Contracting Authority the bank collateral for the return of the advance payment, within 10 days from the signing of the present Contract, amounting to the paid advance including VAT, lasting 30 days longer than the agreed term.

The Contracting Authority shall cash in on the bank's collateral for the return of the advance payment, should the Supplier fail to justify the received advance within the deadlines and in the manner specified by the Contract.

Should the agreed deadline be altered throughout the validity of the present Contract, the Supplier shall extend the validity period of the bank's collateral referred to in paragraphs 1 and 3 of the present Article.

At the time of handover of the subject of the Contract is executed, the Supplier shall submit to the Contracting Authority the bank's collateral to remedy deficiencies in the warranty period, amounting to 10% of the agreed price, valid 5 days longer than the warranty period specified in Article 10, paragraph 1, of the Contract.

The Contracting Authority shall cash in on the bank's collateral should the Supplier fail to meet their warranty obligations, within the deadlines and in the manner specified by the Contract.

Should the Supplier fail to submit the bank's collateral in the required period, the Contracting Authority shall cash in on the bank collateral as the bank's performance security.

Bank's collaterals referred to in paragraphs 1, 3 and 6 of the present Article shall be unconditional and shall be made payable when first presented for payment, irrevocable and stripped of the right to complaint, they must not contain additional conditions for payment, deadlines shorter than the ones determined by the Contracting Authority, the amount lesser than the one specified by the Contracting Authority, or altered local jurisdiction for the settlement of disputes.

## **The manner, deadline and the place of delivery**

### **Article 7**

Delivery deadline for the goods specified in Article 2 of the present Contract shall be \_\_\_\_ (in letters: \_\_\_\_\_) days from the date of the entry into force of the present Contract.

In parallel with the delivery of goods, the Supplier shall also submit to the Contracting Authority a signed and stamped warranty list, technical data and the instructions for the use of the goods.

The Contracting Authority's authorized representative shall confirm the dispatch note with his/her signature.

Delivery of goods shall take place on the premises of the Contracting Authority .

### **Liquidated damages**

#### **Article 8**

Should the Supplier fail to meet the subject of the present Contract within the deadline envisaged under Article 7 of the present Contract, the Supplier shall pay to the Contracting Authority a penalty fee amounting to 2% of the overall agreed price for each day of being in arrears, but the total amount of liquidated damages cannot exceed 5% of the agreed price.

When the payment is made, the Contracting Authority shall deduct from the amount stated in the bill the amount of the agreed liquidated damages under paragraph 1 of the present Article.

The Contracting Authority is not obliged to ask for the Supplier's consent to the deduction from the bill for reasons stated in paragraph 2 of the present Article, but shall convey to the Supplier in writing, within eight days, the reasons for this deduction.

### **Handover and complaints**

#### **Article 9**

The quantitative and qualitative handover of goods specified under Article 2 of the present Contract shall be executed upon the delivery thereof.

Report on the quantitative and qualitative handover shall be drafted, noting whether the Supplier has completed the contractual obligation regarding the amount, type and quality of the goods in question.

The handover report shall be signed by the authorized representatives of the Contracting Parties.

The Contracting Authority and the Supplier shall state in the report whether the goods in question are delivered in line with the Contract. In case the report notes deficiencies in either the quantity or the quality of goods, the Supplier must either deliver or replace them within \_\_\_ days from the day the report on complaints is made, at the latest.



## **Warranty**

### **Article 10**

The supplier is obliged to provide the manufacturer's warranty for the goods subject to the Contract, valid for \_\_\_ months from the date of the handover.

The deadline to respond to the Contracting Authority's request and to proceed to the removal of the faults observed and/or shown in the warranty period is seven days from the date of the receipt of the Contracting Authority's written request.

Once the faults are removed, the Supplier shall deliver the goods on the same location.

Should the Supplier fail to act within the deadline and in the manner specified under paragraph 2 of the present Article, the Contracting Authority shall be authorized to act upon the bank's collateral for the removal of faults in the warranty period.

## **Protection of trade secrets**

### **Article 11**

The Supplier shall protect the Contracting Authority's trade secrets.

The Supplier must take care of the Contracting Authority's reputation and the reputation of its business activities, within the scope of the Supplier's activities.

## **Integral Part of the Agreement**

### **Article 12**

The following shall form an integral part of the present Contract:

- Annex 1, Supplier's bid No. \_\_\_ of \_\_\_ 2017, registered by the Contracting Authority under Reference Number ////////// of ////////// 2017;
- Annex 2, Contracting Authority's technical data;
- Annex 3, Joint Activities Agreement (in case of a joint bid).

## **Termination of Contract**

### **Article 13**

Either Contracting Party may terminate the present Contract before the expiry of its validity period, by informing the other Party thereof, in writing.

Either Contracting Party shall be entitled to terminate the present Contract in case the other Contracting Party fails to meet the contractual obligations.

## **Final Provisions**

### **Article 14**

Having in mind that the Contracting Parties enter into the present Contract with mutual trust and respect, they stress that they shall execute it in whole, by adhering to the principles of faithfulness and due diligence.

All aspects not regulated under the present Contract shall be subject to the applicable regulations governing the subject of the present Contract.

The present Contract shall be subject to and interpreted exclusively according to the regulations of the Republic of Serbia.

The Contracting Parties shall settle any disputes that might arise between them concerning or in relation to the present Contract amicably and by peaceful means.

Should an amicable and extra-judicial settlement be impossible to reach, the Contracting Parties shall agree and confirm by their signatures that the settlement of the dispute shall be entrusted to the Belgrade Commercial Court.

### **Article 15**

Contracting Parties jointly declare that they have read and interpreted the present Contract and that they sign it with no reservations as a sign of their freely expressed will.

The present Contract shall come into force on the date of its signature by the Contracting Parties' authorized representatives.

## **Article 16**

The present Contract has been drawn up in six identical copies, of which three shall be reserved for each Contracting Party.

**For the Supplier, Managing Director**

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**For the Contracting Authority, Ambassador**

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**Rajko Ristic**