



EMBASSY OF THE REPUBLIC OF SERBIA

San Li Tun, Dong 6 Jie 1

100600 Beijing

People's Republic of China

No.: 450-3/2018

Date: 20 OCT 2018

BID FORM

**in the Procedure of Awarding Contract for the Provision of Services of Organising
the events and promotion of the exhibition of
the Republic of Serbia at the China International Import Expo in Shanghai**

Beijing, October 18th, 2018

1. GENERAL INFORMATION ON THE PROCUREMENT

1.1 Name, address and website of the Contracting Authority

1. Ministry of Foreign Affairs

Embassy of the Republic of Serbia in Beijing, San Li Tun, Dong 6 Jie 1, 100600 Beijing, People's Republic of China

Website: <http://www.beijing.mfa.gov.rs>

2. Ministry of Trade, Tourism and Telecommunications

Nemanjina 22-26, Belgrade, Republic of Serbia

This contract award procedure is conducted pursuant to Article 7, paragraph 1, item 16) of the Public Procurement Law (Official Gazette of RS, Nos. 124/12, 14/15 and 68/15) and Resolution of the Government of the Republic of Serbia 05 No.: 037-9445/2018-1 of 11 October, 2018, the Decision on Initiating Procurement Procedure No. 404-02-214/2018-05 of 12.10.2018.

Supplies

This procurement is for organizing the events and promotion of the exhibition of the Republic of Serbia at the China International Import Expo in Shanghai, which is specified in detail in the Technical Specifications (type and description of services/works included in supplies) – Technical Assignment of this Bid Form.

Estimated value of procurement: **33.731,00 euro.**

1.2 Statement indicating the procedure is conducted for the purpose of signing a procurement contract

This procedure is conducted for the purpose of signing a service procurement contract. The contract will be entered into with the bidder that is awarded the contract under a decision of the Contracting Authority after the Committee submits its Report on Evaluation of Received bids.

1.5. The Committee's Report on Evaluation of Received Bids shall be passed within three days of the date of opening of bids at the latest. The Contracting Authority reserves all rights to award the contract to the most advantageous bidder on the basis of the Committee's Report. The said Report cannot be subject to a dispute or proceedings before judicial authorities of the receiving country.

2. INSTRUCTIONS TO BIDDERS

2.1 Language of bids

Instructions to bidders contain information on the Contracting Authority's requirements regarding the content of bids, as well as conditions under which the service procurement procedure is conducted.

Bids must be prepared in the Serbian language or the English language.

2.2 Contracting Authority's special requirements regarding the manner of preparation of bids

Forms and statements required in the bidding dossier and information which must constitute their integral parts shall be filled in legibly by bidders so that the actual content of bids can be determined and the authorised officer of the bidder must sign them and certify them by a stamp.

Bids must be clear and unambiguous.

Bidders can submit their bids in writing by mail at the address of the Embassy of the Republic of Serbia in Beijing, San Li Tun, Dong 6 Jie 1, 100600 Beijing, People's Republic of China, in closed envelopes with indication of a procurement for which they are submitted and the wording "do not open" or electronically at: embserbia@embserbia.cn

Bidders shall prepare their bids by entering the requested information in forms which constitute an integral part of the Bidding Dossier.

If corrections are made to a bid, such corrections must be initialled and certified by the bidder's stamp. Bids must be clear and unambiguous, accompanied by all annexes which constitute an integral part of the dossier.

Preferably, all submitted documents should be bound together and sealed, so as to prevent any subsequent addition, removal or replacement of individual sheets or enclosures without visibly damaging the sheets or the seal.

The time limit for submission of bids is Monday, 29 October 2018, at 14:00PM.

Opening of bids will take place on Monday, 29 October 2018, at 13:00PM.

2.3 No variant bids

Bidders must submit bids for the entire procurement, variant bids are not allowed.

The contracting Authority reserves the right to discontinue the selection procedure:

- If it establishes that no bid complies with the requirements of the Bidding Dossier;
- Due to force majeure or other justified reasons.

Model Contract. Bidders must complete, certify by a stamp and sign the Model Contract to indicate their acceptance of elements of the Model Contract.

2.4 Place of provision of the service

Services shall be provided in Shanghai, PR China and in the Republic of Serbia.

Requests for additional information and clarifications by phone shall not be allowed.

2.5 Bidders that bid independently cannot at the same time be part of a consortium or bid as a subcontractor and *vice versa*. The bidder must specify in the Bid Form how the bid is submitted, i.e. whether he/she bids independently, as a member of a consortium or with a subcontractor.

2.6 If bidders submit bids with subcontractors, they must indicate in their bids that execution of the procurement will partially be subcontracted, the percentage of the total procurement value that

would be subcontracted, as well as the part of the supplies which would be provided through the subcontractor.

The percentage of the total procurement value that would be subcontracted cannot exceed 50% .

Bidders must provide evidence of compliance with the requirements set out in the Instructions for Evidencing Compliance with the Requirements in respect of their subcontractors.

The bidder shall give the Contracting Authority, on the Contracting Authority's request, access to its subcontractors for the purpose of verifying compliance with the requirements.

2.7 Consortium bids are allowed

A consortium bid must incorporate by reference an agreement by which members of the consortium undertake in respect of one another and in respect of the Contracting Authority to carry out the public procurement, which agreement must include the following information:

- 1) The lead member of the consortium who will submit the bid and represent the consortium vis-à-vis the Contracting Authority;
- 2) The bidder who will sign the contract on behalf of the consortium;
- 3) The bidder who will provide the required security on behalf of the consortium;
- 4) The bidder who will issue the invoice;
- 5) The account on which payment will be made;
- 6) Duties of each bidder in the consortium for execution of the contract.

A consortium must provide any requested evidence demonstrating compliance with the requirements set in the Instructions for Evidencing Compliance with the Requirements.

2.8 Rights of the Contracting Authority after opening of bids

The Contracting Authority can require additional explanations, controls and permitted corrections from bidders after the submission of bids and can conduct controls of the bidders.

2.9 Requirements regarding mode and conditions of payment

Payments will be made to the account of the selected bidder, as follows:

- Up to 50% of the agreed price, as advance payment, within 7 days of the date of receipt of the pro forma invoice for the advance payment and an appropriate repayment guarantee;

The remaining part of the agreed price shall be paid after completion of the works and receipt of the final invoice and a report on the service provided.

The receipt date shall be the date indicated on the Contracting Authority's registration stamp.

Security

The Contractor must submit:

A bank repayment guarantee within 7 days of the date of contract signing, a promissory note as repayment guarantee, in the amount of the agreed prepayment, inclusive of VAT, signed and certified by

an authorised representative of the company and registered in accordance with the laws of the Contractor's country.

- A bond authorisation for presenting the promissory note in the amount of the agreed prepayment inclusive of VAT for collection without the Contractor's approval during a period that ends at least 30 days after the Contract termination date.
- Certificate of registration of the promissory note,
- A copy of the specimen signature card deposited with a bank with clearly visible authorised signature and seal of the Contractor, certified by the bank's seal not more than 30 days before the Contract execution date. The signatures of the authorised representative on the promissory note and on the bond authorisation must be identical to the signature on the specimen signature card. If the authorised representative is replaced, the bond authorisation shall remain in force.

A bank performance bond (or other security issued for the requested purposes), within 7 days of the date of contract signing, a promissory note as performance guarantee, in the amount of 10 % of the contract amount exclusive of VAT, signed and certified by an authorised representative of the company and registered in accordance with the laws of the Contractor's country.

- A bond authorisation for presenting the promissory note in the amount of 10 % the contract amount exclusive of VAT for collection without the Contractor's approval during a period that ends at least 30 days after the Contract termination date.
- Certificate of registration of the promissory note,
- A copy of the specimen signature card deposited with a bank with clearly visible authorised signature and seal of the Contractor, certified by the bank's seal not more than 30 days before the Contract execution date. The signatures of the authorised representative on the promissory note and on the bond authorisation must be identical to the signature on the specimen signature card. If the authorised representative is replaced, the bond authorisation shall remain in force.

***Note:** In case the relevant security does not exist as such in the country of establishment of the bidder, the bidder shall submit a statement in writing indicating this and specifying which security shall be issued for the requested purposes in accordance with the regulations of the country of its establishment and shall submit such security.

The security should be obtained in the name of the Embassy of the Republic of Serbia in Beijing (bond authorisation).

Collection of security

The Contracting Authority may collect the security if the bidder fails to comply with its duties under the procurement procedures and with the contracted duties.

2.10 Warranty period

General warranty covers fitness for purpose and quality of the services provided from 1 to 12 November 2018, i.e. until completion of all activities in connection with organizing of the events and promotion of the exhibition of the Republic of Serbia at the China International Import Expo in Shanghai.

The Bidder must repair free of charge all defects which occur within the warranty period as soon as possible.

If the Bidder does not provide the requested warranty period (as specified in the paragraphs of this heading), the bid shall be rejected.

2.11 Timeframe for organisation and completion of works

The timeframe for organising the events and promotion of the exhibition is from 1 to 12 November 2018 and includes all activities undertaken from execution of the contract to completion of all duties in connection with the organizing events and promotion of the exhibition of the Republic of Serbia at the fair. The contract is concluded for the period of two months of the date of its conclusion.

2.12 Reasons for bid rejection

Only those bids that are complete, that were submitted timely and fully comply with the requirements set out in the Bid Form will be taken into consideration.

Incomplete bids will not be taken into consideration and will be rejected.

2.13 Criterion for selection of the most advantageous bid

The Contracting Authority will award the service procurement contract using the lowest quoted price criterion, provided the bidder meets all the requirements and mandatory conditions of the Contracting Authority as set out in the Bid Form.

2.14 Currency and indication and presentation of the price in the bid

Values in the Bid Form and the price in the bid shall be presented in EUR exclusive of VAT and with calculated VAT.

The quoted price includes: services of organising the events and the promotion of the exhibition of the Republic of Serbia at the China International Import Expo in Shanghai and any other direct expenses necessary for the completion of the works.

The price is fixed and cannot be changed.

2.15 Correction of data

If the bidder makes an error when filling in data in the Bidding Dossier, he/she must correct the error, fill in data correctly, certify the correction by a stamp and affix the signature of the bidder's authorised officer.

2.16 Termination of the procurement procedure

The Contracting Authority reserves the right to terminate the procurement procedure in case of objective and demonstrable reasons which could not have reasonably been predicted at the time of initiation of the procedure and which prevent the initiated procedure from proceeding.

2.18 Changes during the term of the Contract

The Contracting Authority can increase the volume of supplies by maximum 5% of the total value of the concluded contract after conclusion of the public procurement contract where justified reasons pertain.

3. BID FORM

Bid No. _____ of _____ for organising the events and promotion of the exhibition of the Republic of Serbia at China International Import Expo in Shanghai

General bidder information	
Bidder	
Address	
Contact person	
Tax identification number	
Email	
Phone	
Fax	
Account number and bank	
Person authorized to sign contracts	

Quoted price:

Table 1 – Price Specification and Structure Form

No.	Description of the service	Tentative quantity for the service package	Unit price ex VAT	Unit price incl. VAT	Total price ex VAT	Total price incl. VAT
1	2	3	4	5	6 (3x4)	7 (3x5)
1.	D) ORGANISING EVENTS AND EXHIBITION AT THE FAIR - Organising the events to mark the opening of the fair on November 5th 2018 through	1				

	<p>full coordination with the organisers.</p> <ul style="list-style-type: none"> - Hiring, briefing and coordinating the hostesses for the entire duration of the fair - max. 3 hostesses - Organization of film screening on the stand of Serbia and in the venues agreed with the Organizer, preparation of technical equipment, procurement of technical personnel - Organization of max. 3 events regarding projects and promotion of public institutions according to the provisions of the Organizer with full coordination with the Organizer - Catering for max. 100 people during the opening day, everyday procurement of water, coffee and tea on National stand 					
2.	<p>II) MEDIA PROMOTION OF SERBIA'S EXHIBITION IN CHINA</p> <ul style="list-style-type: none"> - Announcement of Serbia's exhibition at the China International Import Expo on national media. - Preparation and distribution of three press releases <p>Organising TV appearances on TV stations with national coverage max. 3 appearances of 10 minutes each.</p> <ul style="list-style-type: none"> - Organising the presence of press agency journalists and providing air transport (return tickets Belgrade-Shanghai) and accommodation during 4 overnight stays for minimum 3 journalists, arranging for their accreditation and fulfilling all other requirements imposed by the organiser. 	1				

- Producing video and photo material of Serbia's entire exhibition at the Fair.						
TOTAL 1+2:						

2) Period of validity of bid:

_____ (in letters: _____) days of the date of opening of bids.
(minimum 30 days of the date of opening of bids)

3) I submit the bid:

(circle a), a) or c) and enter the data under b) or c))

a) Individually

b) With the subcontractor:

1. _____
2. _____
3. _____

(indicate names and head offices of all subcontractors)

c) Joint bid:

1. _____
2. _____
3. _____

(indicate names and head offices of all participants in a joint bid)

4) The quoted price with all related costs is:

_____ (in letters: _____) EUR exclusive of VAT,
or ----- EUR including VAT.

5) Timeframe for organisation and completion of the work:

The timeframe for organising the events and promotion of the exhibition is from 1 to 12 November 2018 and includes all activities undertaken from contract execution to completion of all duties in connection with the exhibition of the Republic of Serbia at the fair.

6) The requested advance payment is

the advance payment of _____% of the contract value (maximum amount of advance payment is 50% of the bid value)

Date: _____ City/town: _____	(stamp)	Signature of the Bidder's authorised officer _____
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Note: Bidders must complete, certify by a stamp and sign the Bid Form as confirmation that data indicated in the Bid Form are correct.

If bidders bid jointly, the Bid Form can be completed, certified by a stamp and signed by all bidders in the consortium or the consortium can select one bidder to complete, certify by a stamp and sign the Form.

4. BIDDER ELIGIBILITY EVALUATION

Bidders in the procurement procedure must submit the following:

Evidence demonstrating that the bidder is registered with the competent authority, i.e. registered with the relevant register or with a court of a country of its establishment. Note: In case a bid is submitted by a consortium, such evidence must be provided for each member of the consortium. In case a bidder submits a bid with a subcontractor, such evidence must also be provided for the subcontractor (if there are several subcontractors, evidence must be provided for each of them). Such must not be issued more than two months before the opening of bids.

Evidence: a statement that it had not been enjoined from pursuing the business activity as at the time of publishing of the Invitation to Bid.

Evidence: a statement demonstrating that the company has not filed for bankruptcy and has not been litigated;

Evidence: a statement that that the bidder has paid all due taxes, contributions and other public levies in accordance with the regulations of the country of its establishment.

Statements given by bidders must be signed and certified by a stamp and under threat of perjury or fraud.

Evidence that the bidder has the required business capacity:

A statement made under threat of perjury or fraud, signed and certified by a stamp by the bidder that the bidder has executed minimum two contracts with the same or similar supplies.

The Contracting Authority will not reject as unacceptable bids that do not contain evidence set out by the Bidding Dossier if bidders indicate in their bids websites where the data requested as part of the requirements are publicly available.

Evidence of compliance with the requirements can be submitted in the form of uncertified copies.

If the requested evidence is not issued in the country of the bidder's establishment, instead of such evidence the bidder can enclose a statement in writing, made by it under threat of perjury or fraud and certified by a judiciary or administrative authority, a notary public or another competent authority of that country.

If the bidder is established in a foreign country, the Contracting Authority can verify whether the documents demonstrating that the bidder complies with the requested requirements are issued by competent authorities of that country.

5. MODEL CONTRACT

For the Provision of Services of Organising the Events and the Promotion of the Exhibition of the Republic of Serbia at the China International Import Expo in Shanghai

Entered into by and between

1. Ministry of Foreign Affairs
Embassy of the Republic of Serbia in Beijing, duly represented by the
Ambassador(hereinafter referred to as the **"Contracting Authority 1"**),

2. Ministry of Trade, Tourism and Telecommunications
Nemanjina 22-26, Belgrade, Republic of Serbia
TIN 108508206, registration No. 17855131,
Duly represented by State Secretary....., (hereinafter referred to as the
"Contracting Authority 2")
on the other side
and,

2. Company,
TIN, duly represented by
General manager (hereinafter referred to as the
„Contractor")
on the other side

Whereas:

- Pursuant to its Resolution 05 No.: 037-9445/2018-1 of 11 October 2018, the Government of the Republic of Serbia decided to accept the invitation for the People's Republic of China to exhibit at the China International Import Expo in Shanghai;
- Pursuant to the said Resolution, the Government of the Republic of Serbia appointed the Ministry of Trade, Tourism and Telecommunications and the Ministry of Foreign Affairs/Embassy of the Republic of Serbia in Beijing and General Consulate of the Republic of Serbia in Shanghai, PR China as responsible authorities for coordination of activities necessary for Serbia's participation in the China International Import Expo in Shanghai;
- Pursuant to the Resolution of the Government of the Republic of Serbia 05-No.: 037-9445/2018-1 of 11 October, 2019 and Agreement of Ministry of Trade, Tourism and Telecommunications and Ministry of Foreign Affairs No. 337-00-210-1/2018-05 of 12 October 2018, Decision on Initiating Procurement Procedure No. 404-02-214/2018-05 of 12 October 2018 and in accordance with Article 7, paragraph 1, item 16) of the Public Procurement Law, the Ministry of Trade, Tourism and Telecommunications and the Ministry of Foreign Affairs/Embassy of the Republic of Serbia in PR China conducted an award procedure for the Contract for the Provision of Services of Organising the Exhibition of the Republic of Serbia at China International Import Expo in Shanghai.
- The Supplier submitted (individual/joint/with a subcontractor) bid, **(to be taken from the bid)** No.----- of -----2018, **(to be entered by the Contractor)**, which fully complies with the technical specifications in the Bid Form, is enclosed to the Contract and constitutes an integral part thereof;

SCOPE Article 1

This Contract shall govern the mutual rights and responsibilities regarding the provision of services of organising the events and the promotion of the exhibition of the Republic of Serbia at the China International Import Expo in Shanghai in accordance with the Bid Form which constitutes an integral part of this Contract.

The Contractor shall provide the services referred to in paragraph 1 of this Article, while the Contracting Authority undertakes to pay the agreed price to the Contractor.

The Contractor submitted the Bid No. _____ of _____ 2018 which constitutes an integral part of this Contract (Annex 1).

The Contractor has been hired to perform the tasks included in the supplies on the basis of the Committee's Report on Evaluation of Received Bids No. of

Article 2

The Contractor shall provide the said service in full compliance with the Contracting Authority's technical requirements and the accepted Contractor's bid No. ----- of -----2018, in accordance

with the time limit set out in Article 6 of this Contract, according to laws, regulations, standards and norms for this type of services.

All services referred to in Article 1 of this Contract must fully meet the requested quality according to the Contracting Authority's Technical Specifications which constitute an integral part of this Contract.

CONTRACT VALUE AND TERMS OF PAYMENT

Article 3

The agreed price is EUR _____ exclusive of VAT, or EUR _____ inclusive of VAT.

The agreed price is fixed and cannot be changed in case of increase of the price of elements on which it is based.

The agreed price includes the price of the abovementioned services and all other costs necessary for completion of the work.

Article 4

Payments shall be made in euros on the Contractor's foreign exchange account or in the national currency of the country of the Contractor's establishment on the relevant account at the middle exchange rate published by the Central Bank of the PR China on the date of payment.

Payments shall be made by the Embassy of the Republic of Serbia in Beijing, after it obtains approval from the Contracting Authority, as follows:

1) Advance payment (maximum 50% of the agreed value) in the amount of, or EUR exclusive of VAT, within 7 days of the date of receipt of the pro forma invoice for the advance payment and an appropriate repayment guarantee;

2) The remaining part of the agreed price shall be paid after completion of work, within 7 days of the date completion of all works and receipt of the final invoice and a report on full completion of service provision.

The Contractor hereby waives the right to charge default interest for any delays in the payment.

SECURITY

Article 5

Security

b) The Contractor shall submit:

A bank repayment guarantee within 7 days of the date of contract signing, a promissory note as repayment guarantee, in the amount of the agreed prepayment, inclusive of VAT, signed and certified by an authorised representative of the company and registered in accordance with the laws of the Contractor's country.

- A bond authorisation for presenting the promissory note in the amount of the agreed prepayment inclusive of VAT for collection without the Contractor's approval during a period that ends at least 30 days after the Contract termination date.
- Certificate of registration of the promissory note,
- A copy of the specimen signature card deposited with a bank with clearly visible authorised signature and seal of the Contractor, certified by the bank's seal not more than 30 days before the Contract execution date. The signatures of the authorised representative on the promissory note and on the bond authorisation must be identical to the signature on the specimen signature card. If the authorised representative is replaced, the bond authorisation shall remain in force.

A bank performance bond (or other security issued for the requested purposes), within 7 days of the date of contract signing, a promissory note as performance guarantee, in the amount of 10 % of the contract amount exclusive of VAT, signed and certified by an authorised representative of the company and registered in accordance with the laws of the Contractor's country.

- A bond authorisation for presenting the promissory note in the amount of 10 % the contract amount exclusive of VAT for collection without the Contractor's approval during a period that ends at least 30 days after the Contract termination date.
- Certificate of registration of the promissory note,
- A copy of the specimen signature card deposited with a bank with clearly visible authorised signature and seal of the Contractor, certified by the bank's seal not more than 30 days before the Contract execution date. The signatures of the authorised representative on the promissory note and on the bond authorisation must be identical to the signature on the specimen signature card. If the authorised representative is replaced, the bond authorisation shall remain in force.

***Note: In case the relevant security does not exist as such in the country** of establishment of the bidder, the bidder shall submit a statement in writing indicating this and specifying which security shall be issued for the requested purposes in accordance with the regulations of the country of its establishment and shall submit such security.

The security should be obtained in the name of the Embassy of the Republic of Serbia in Beijing (bond authorisation).

DUTIES OF THE CONTRACTOR

Article 6

The Contractor undertakes to complete all works referred to in Article 1 of Contract conclusion of the Contract to completion of all activities in connection with the organization of the events and the promotion of the exhibition of the Republic of Serbia at the China International Import Expo in Shanghai.

The Contractor undertakes to:

- Commence with the performance of the Contract immediately after its execution.

- Provide the services as per the Contracting Authority's specifications, which will set out the requirements for the specific service of organising the events and the promotion of the exhibition of the Republic of Serbia at the China International Import Expo in Shanghai.
- Deliver the supplies in full compliance with the Bid, subject to prior approval by the Contracting Authority for those activities that require approval according to the rules set by the Organiser of the Fair.
- Provide the services within an appropriate timeframe, which shall tentatively be set by the Contracting Authority in respect of each service.
- Compile a Report on the services provided and present it to the Contracting Authority for approval in order to receive payment.
- Provide the services in full compliance with the Bid Form, which is incorporated in this Contract by reference (Table 1).

RIGHTS AND DUTIES OF CONTRACTING AUTHORITY

Article 7

The Contracting Authority undertakes to:

- Authorise the Embassy of the Republic of Serbia in Beijing to make the agreed prepayment, upon presentation of the prepayment bond and the prepayment invoice.
- Timely notify the Contractor of the need to perform the services of organising Serbia's exhibition at the Fair.
- Provide texts for publication in MS Word or PDF formats compliant with the applicable standards by emailing them to an address stated by the Contractor.
- Provide the Contractor with all necessary information and logistics support required to perform this Contract.
- After completion of the Service and upon receiving approval of the Report of Provided Services, authorise the Embassy of the Republic of Serbia in Beijing to pay the remaining balance of the contract amount, in accordance with Articles 3 and 4 of this Contract.

WARRANTY PERIOD

Article 8

The warranty period for the service provided is from conclusion of the Contract to completion of all activities in connection with the organization of the events and promotion of the exhibition of the Republic of Serbia at China International Import Expo in Shanghai.

The Contractor shall eliminate within the warranty period any defects that may occur because the Contractor failed to comply with its duties regarding the quality of performed works and installed materials.

THE TERM OF AND AMENDMENTS TO THE CONTRACT

Article 9

The Contract shall be deemed to be executed on the date when it is signed by both parties and shall remain in effect for two months of the execution date.

ANNEXES TO THE CONTRACT

Article 10

The following documents shall be incorporated in this Contract by reference:

- The Contractor's Bid No. _____ of _____ 2018, registered with the Contracting Authority under the number _____ of _____ 2018;
- Consortium Agreement (in case of a joint bid).

CONTRACT TERMINATION

Article 11

Either party may terminate this Contract if the other party fails to comply with its obligations under this Contract by sending written notice of termination.

In the event of any circumstances that hamper, prevent or make impossible the performance of contractual duties by either party and which are deemed to constitute *force majeure* in accordance with the applicable regulations and by their nature, the parties shall be released from their contractual duties for the duration of such circumstances of *force majeure*.

Neither party shall be entitled to any compensation if the other party defaults on this Contract for the duration of such circumstances of *force majeure*.

The party affected by *force majeure* shall notify the other party in writing without delay of the occurrence and termination of circumstances of *force majeure*.

The occurrence of *force majeure* within the meaning of this Contract shall extend the period for compliance with the contractual obligations for as long as the circumstances of *force majeure* continue and during a reasonable period thereafter required to deal with the aftermath of *force majeure*.

FINAL PROVISIONS

Article 13

In view of the fact that the parties have entered into this Contract in mutual trust and respect, the parties acknowledge that they will perform the Contract in full compliance with the principles of due diligence and fairness.

Any issues not specifically provided for in this Contract shall be governed by the provisions of the Law on Contracts and Torts.

This Contract shall be subject to and interpreted exclusively in accordance with the laws of the Republic of Serbia.

The Parties agree to settle amicably any possible disputes arising from or in connection with this Contract.

Failing amicable settlement, the parties submit to the jurisdiction of the Commercial Court in Belgrade, which they confirm by their signatures.

Article 14

This Contract shall enter into force on the date of its signing by authorised representatives of the parties.

Article 15

This Contract is made in 6 (six) counterparts, 3 (three) for each party.

FOR THE CONTRACTOR

General Manager

FOR THE CONTRACTING AUTHORITY 1

.....

FOR THE CONTRACTING AUTHORITY 2

.....

Note: The bidder must fill in, certify by a stamp and sign the Model Contract as confirmation of its agreement with its content.

If a consortium submits a joint bid, all members of the consortium must certify by a stamp and sign the Model Contract.