

**PUBLIC BROADCASTING INSTITUTION
RADIO TELEVISION OF SERBIA**

11.000 Belgrade Takovska no. 10

www.rts.rs



TENDER DOCUMENTATION

NEGOTIATED PROCEDURE WITHOUT PUBLISHING CALL FOR BIDS

PUBLIC PROCUREMENT OF SERVICE

Service of maintenance – technical support for AVID for a three year period
(total number of pages: 40)

Public procurement No. U-50/15

Belgrade, November 2015

Based on Articles 36. Paragraph 1. item 2) and 61. of the Law on Public Procurement („Official Gazette no. 124/2012, 14/2015, 68/2015 hereinafter: the Law), Article 5 of Ordinance on the mandatory elements of tender documents in the procedures of public procurement and the manner of proving compliance with the requirements, (Official Gazette no. 29/2013), and Ordinance on amendments to the Ordinance on the mandatory elements of tender documents in the procedures of public procurement and the manner of proving compliance with the requirements, (Official Gazette no. 104/2013, Opinion of the PPO No. 404-02-2808/15 from 06.10.2015, the Decision on launching the public procurement No. 081147 from 19.10.2015. and the Decision on forming of the commission No. 081148 from 19.10.2015. we prepared

TENDER DOCUMENTATION
in the negotiated procedure without publishing call for bids
for the public procurement of service

Service of maintenance – technical support for AVID for a three year period
Public procurement No. U -50/15

The tender documentation consists:

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I GENERAL INFORMATION ON THE PUBLIC PROCUREMENT

1. Information on the procuring entity

Name of the procuring entity: **PUBLIC BROADCASTING INSTITUTION
RADIO TELEVISION OF SERBIA**
Address: **Takovska No. 10, 11 000 Belgrade**
Web page: www.rts.rs
Tax ID number: 104397527
ID number: 17644661

2. The type of public procurement procedure

The subject matter public procurement is carried out in a negotiated procedure without publication of a call for bids, in accordance with the Law and regulations governing public procurement.

According to the article 36. paragraph 1. Item 2) of the Law on public procurement the procuring entity is allowed to conduct a negotiated procedure without publishing call for bids if, for technical, i.e. artistic reasons of the subject matter of the public procurement, or for the reasons related to protection of exclusive rights, the procurement can be performed only by a particular supplier;

Before the start of the negotiated procedure, on **27.07.2015.** the procuring entity made a request to the Public Procurement Office for an opinion on the merits of applying the negotiated procedure with the Bidder "AVID TECHNOLOGY International B.V." Vreelandseweg 42A, 1216 CH Hilversum, Netherlands , According to the article 36. paragraph 1. Item 2) of the Law, and after obtaining a positive opinion no. 404-02-2808/15 from 6.10.2015. prepared a decision on initiating the negotiated procedure.

3. The subject matter of the public procurement

The subject matter of the public procurement No. **U-50/15** is procurement of the service - **Service of maintenance – technical support for AVID for a three year period**

The subject of the public procurement is defined in detail in part III – Technical characteristics

4. The goal of the procedure

The subject matter procedure is conducted for concluding a contract on public procurement. The contract shall be made with the bidder to whom it is awarded by the decision of the procuring entity.

5. Note if it is a reserved public procurement

It is not a reserved public procurement

6. Note if an electronic auction is carried out

An electronic auction is not carried out.

7. Contact persons

Commercial operations department , RTS Planing, reporting and public procurement unit
Contact person Ružica Lotrijan, tenderi@rts.rs,

8. Date of call publishing of the notice of initiation of a negotiated procedure, deadline for bid submission, time and place of opening and negotiating

- Notice on initiation of a negotiated procedure without publishing call for bids was published on **24.11.2015.** at the Public procurement portal, the web page of the procuring entity
- The deadline for submission of bid is **08.12.2015.** till **10,00 o'clock**
- The bids shall be opened immediately after the deadline for submitting of the bids, that is on. **08.12.2015.** starting at **11,00** o'clock in the RTS building in Belgrade, Takovska 8
- The negotiations will take place the same day – immediately after bid opening, i.e **08.12.2015.** starting at **11,30** o'clock in the RTS building in Belgrade, Takovska 8

II INFORMATION ON THE SUBJECT MATTER OF THE PUBLIC PROCUREMENT

1. The subject matter of the public procurement

The subject matter of the public procurement is: **Service of maintenance – technical support for AVID for a three year period**

Name and the designation from the general dictionary of procurement: 50340000 – services of repair and maintenance of audio-visual and optical equipment.

1. Lots

The subject matter of the public procurement is not formed in lots.

2. Type of the framework agreement

The procuring entity does not conduct a procurement procedure in order to conclude the framework agreement

III TYPE, TECHNICAL CHARACTERISTICS (SPECIFICATION), quality, quantity and description of the goods, works or services, manner of controlling and securing warranty of quality, deadline for implementation, place of implementation or delivery of goods, any additional services etc.

SERVICE SPECIFICATION

a) Information providing services

Avid will provide access 7 days a week x 24 hours per day to the knowledge base and forums about the product (available on www.avid.com/support). Product Registration and/or secure registration of users that may be required to access and use the forum are subject to Avid terms of use and code of conduct within the community for the exchange of data (available on <http://community.avid.com/forums/terms.aspx>). Access can be restricted at the time of regular maintenance or updating of the website.

b) Technical support

Technical support for reporting failure can be accessed via the Internet 7 days a week and 24 hours a day. Failure reporting via the Internet is a primary way of contacting the support for any questions that are not critical. Avid will use reasonable commercial efforts to meet the 4-hour time limit for responding to all requests received

"Response" means that Avid will launch an action relating to a request for support. Service provided by Avid is limited to Avid qualified hardware and software.

"Critical issues" means that the user is confronted with a problem for which there is no

acceptable working alternative and which seriously affects the user's ability to perform the job.

Avid will provide technical and telephone support, active seven days a week and 24 hours a day for critical issues with a high priority in the queue according to ExpertPlus plans of providing support. "High priority" means that the call will be answered before we respond to other calls placed before it, except for the call of the same or a higher degree of priority. Avid shall make reasonable commercial efforts to respond to calls within 4 hours.

Avid reserves the right to suspend the phone access, or change the time of availability, if the user does not meet the above user criteria.

Technical support provided outside normal working hours (9:00 to 17:00, local time Avid contact center) will be realized in English.

c) Updating and software patches

From time to time Avid shall offer patches and software updates to the user. "Updating" is any of the following: publication of maintaining and publishing features of the software (also known as a software upgrade). When possible, Avid can submit to the user specific bug fixes ("Bug fixes"). Bug fixes are tested limited and delivered to customers who have experienced certain problems that are relating bug fixes. Avid may, at their discretion, publish software patches, bug fixes or updates that can be downloaded for free at www.avid.com. This plan includes only software patches and updates for software versions that are currently available on the market. Previous publication will not be provided. Users are not entitled to a refund or claims for earlier purchases of software updates. The rights to the software update cease with the expiration or termination of the plan support.

- d) Professional services, training, additional requirements for updating hardware, software or third party products; and installing patches and updates are not included in the software patches or updates. All such additional services or upgrades must be purchased separately.

e) Hardware coverage (available at extra cost)

Users can choose to add the Advanced hardware replacement option to their Avid Expert Plus account with payment of additional amount depending on the product

Users with such Hardware coverage will be entitled to have their spares delivered before Avid receives the defective part. Avid shall make reasonable commercial efforts to ensure delivery the next working day for the support plan ExpertPlus (does not include weekends and public holidays in a local Avid Storage).

Avid must accept a request for spare parts until 15:00 local time (at Avid warehouse location) for the request to be considered "received" in the course of the working day. Certain geographic locations and/or customs restrictions can jeopardize the delivery, notification of which will be delivered as soon as Avid learns of problem. If the user does not return the malfunctioning part within 21 days after delivery of the spare part ("Return deadline") Avid will send an invoice to the full retail price of the spare part.

Parts returned to Avid after the Return deadline will be reimbursed if Avid so decides and if Avid approves compensation, it may not cover the full amount of the invoice. Avid reserves the right to revoke the early delivery of parts when there are unpaid invoices relating to spare parts.

Users should not return the parts to Avid while Avid technical support does not confirm the malfunction. If the user chooses to return a part without confirmation and the fault is not detected, Avid reserves the right to collect the costs of transportation, handling and diagnostics by Avid's price list applicable at the date of purchase (available on request).

Avid reserves the right to remove from the plan coverage for hardware products that are used for more than five years. Options of repair per case or replacement purchases may be available at extra cost.

f) The process of escalation

Avid uses a standard computer escalation process for all cases of providing support that can not be solved in reasonable time. This process provides the use of increasing levels of resources and technical support based on the elapsed time and the degree of severity of the problem.

Avid also uses the "Code Blue" escalation process for the problems of high degree of difficulty which immediately launches the highest levels of technical resources, and sends notification of the status to senior managers of users and Avid. ExpertPlus coverage allows the user to initiate a response of "Code Blue" based on the user's assessment of the importance and severity of the problem.

g) Remote connectivity

Avid provides remote customer support from our global support centers using remote console access and diagnostic tools. Users are expected to provide remote access to Avid equipment in order to facilitate diagnostics and malfunction detection and repair. For many products, the employee in the Avid technical support will use safe tools to directly access the user work environment in order to check and / or fix technical problems. Avid reserves the right on requesting additional payment for further hindering of the provision of support services; by Avid price list on the date of purchase (available on request); for all contracts on the provision of assistance when the user could not, or did not want to provide remote access to the supported equipment. This additional payment does not provide the user the right on support on-site.

h) User representative (covered only by Avid assessment)

Users with very valuable annual maintenance contracts can get their user representative, which is decided exclusively by Avid.

The limit of the annual value of support is subject to change without prior notice and must be confirmed at the time of the sale of contract.

User representative will have the technical data on the location, system and operation process of the user; and will provide to the user access to active support tools and technical information on the product, including information on the best procedures and diagnostics. User representative will represent the interests of users with Avid, requiring help from other technical resources of Avid to help you solve problems as fast as possible. User representative will provide the creators of the product direct feedback on the problems of users.

i) Support on site is not covered

Support on site is not mandatory.

Payment of any technical support services at the Procuring entity (on site) will be carried out fully in accordance with the adopted offer according to Avid price list on the invoice date (which should be available on request), together with travel expenses and accommodation costs, at the time of service. It will be charged per day and can not be reduced in proportion to the part of the day (unless it was otherwise agreed by the contract before sending the request). "Day" means no more than nine hours of presence on the ground; and includes adequate meal breaks, and so on. (local labor laws will be applied). For this kind of possible support the Procuring entity is able to set aside maximum EUR 60,000.00 (in words: sixty thousand and 00/100EUR) during the term of the Agreement.

Avid should make reasonable efforts to respond to requests for assistance on the spot, providing the user resources within seven working days for all Avid products covered by the contract ExpertPlus. Support on site is not available at all locations and the availability is determined exclusively by Avid.

The amount paid for support services on site is non-refundable. Avid reserves the right without prior notice to make changes to their policies and procedures for the support on site.

IV TECHNICAL DOCUMENTATION AND PLANS

The tender documentation for this procurement does not include technical documentation and plans.

V. CONDITIONS FOR PARTICIPATION IN THE PROCEDURE OF PUBLIC PROCUREMENT FROM THE ARTICLES 75. AND 76. OF THE LAW AND INSTRUCTION ON HOW TO PROVE COMPLIANCE WITH THESE CONDITIONS

1. Conditions for participation in the procedure of public procurement from the Articles 75. and 76. of the law

1.1. The right to participate in the public procurement has a bidder complying with the **compulsory conditions** for participation in the procedure of public procurement defined in the Article 75 of the Law, namely:

- 1) That it is registered with the competent body, or entered in the appropriate register (*article 75.paragraph 1. item 1 of the Law*);
- 2) That he and his legal representative has not been convicted for some criminal offense as a member of organized crime group, that he has not been convicted for crimes against the economy, crimes against the environment, the crime of giving or receiving bribe, the crime of fraud (*article 75.paragraph 1. item 2 of the Law*);
- 3) It has paid due taxes and other forms of public charges in accordance with the regulations of the Republic of Serbia or a foreign country if its registered address is in its territory (*article 75.paragraph 1. item 4 of the Law*);
- 4) That it has a valid permit issued by the competent body of the Republic of Serbia or a foreign country if its registered address is in its territory for carrying out the activity which is the subject of public procurement (*article 75.paragraph 1. item 5 of the Law*)
- 5) When drawing up a bid, the bidder is obliged to explicitly state that he has respected obligations deriving from the applicable regulations on safety at work, employment and working conditions, environmental protection, and to guaranty that he is the holder of intellectual property rights (*article 75.paragraph 2. of the Law*)

1. 2. A bidder participating in the procedure of this public procurement has to fulfill **additional conditions** for participation in the procedure of the public procurement, defined by the Article 76. of the Law, namely:

- That it possesses **the necessary financial capacity** – the condition is that the Bidder has no recorded days of insolvency in the last 6 months before publishing the call for bids

1. 3. **If a bidder submits the bid with a subcontractor**, according to the Article 80. of the Law, the subcontractor has to fulfill the compulsory conditions from the Article 75. paragraph 1. items 1) to 4) of the Law and the condition from the Article 75. paragraph 1. item 5) of the Law (*If this condition is provided in the tender documentation*), for the part of procurement which the bidder will make through the subcontractor.

1. 4. . If a bid is submitted by a group of bidders, each bidder from the group of bidders has to fulfill the compulsory conditions from the Article 75. paragraph 1. items 1) to 4) of the Law, and the additional conditions they shall fulfill together. The condition from the Article 75. paragraph 1. item 5) of the Law, (*If this condition is provided in the tender documentation*), has to be fulfilled by the bidder from the group of bidders who got the task to perform the part of the procurement which demands fulfillment of that condition.

2. Instruction on how to prove compliance with the conditions from the Articles 75. and 76. of the Law

According to the article 77. Paragraph 4. of the Law, the Procuring entity has established that fulfillment of all or some conditions for participation in the procedure of this public procurement, **the Bidder** proves in the following manner:

2.1 For the fulfillment of the **compulsory conditions from article 75. paragraph 1. items 1) to 4)** of the Law, Bidder submits a **Statement** (*The form of the statement is in the chapter V, part 3*), by which, under full material and criminal liability confirms that it meets the conditions for participation in the public procurement procedure from the article 75 of the PPL.

For the fulfillment of the **conditions from article 75. paragraph 1. item 5)** of the Law – The proof for this condition is not required.

When a bidder submits the Statement (Art. 77, paragraph 4 of the Law) on fulfillment of conditions, before the decision to award the contract the procuring entity is obliged to ask the bidder whose bid was evaluated as the best **and who is not entered in the register of suppliers kept by the Agency for Business Registers**, to provide a copy of the required proof of fulfillment of conditions, and may be required to provide original or certified copy of all or some of the evidence. The Procuring entity may request evidence from other bidders. The Procuring entity is not obliged to ask the Bidder for the provision of all or some of the evidence if for the same tenderer he has the appropriate evidence from other public procurement procedures at this client. If a bidder in the given reasonable period, which can not be shorter than **5 days**, does not submit for inspection the original or a certified copy of the evidence, the Procuring entity shall reject its bid as unacceptable.

The statement must be signed by the authorized person of the bidder and certified by a seal. If the statement is signed by a person who is not entered in the register as a legal representative, it is necessary to submit the authorization for signing

If a bid is submitted by a group of bidders, **The statement** must be signed by the authorized person of each bidder from the group of bidders and certified by a seal. The condition from the Article 75. paragraph 1. item 5) of the Law, (*If this condition is provided in the tender documentation*), has to be submitted by the bidder from the group of bidders who got the task to perform the part of the procurement which demands fulfillment of that condition

If a bidder submits the bid with a subcontractor, the bidder has to submit **The statement of a subcontractor** (The form of the statement of a subcontractor is in the chapter V, part 3), signed by the authorized person of the subcontractor and certified by a seal. The condition from the Article 75. paragraph 1. item 5) of the Law, (*If this condition is provided in the tender documentation*), has to be submitted by the bidder for the subcontractor for the part of the procurement which will be performed through that subcontractor.

2.2 For the fulfillment of the **additional conditions from article 76** of the Law - The bidder shall submit the following evidence defined in the tender documentation:

1) for the **necessary financial capacity**, the proof is: Certificate of a commercial bank that he was not blocked in the last 6 months, from the date of publishing of the call for bids

If a bid is submitted by a group of bidders, Additional conditions a group of bidders fulfills jointly

If a bidder submits the bid with a subcontractor, The subcontractor proves fulfillment of additional conditions by submitting evidence set forth in paragraph 2.2. 1)

Bidders who are registered in the registry kept by the Business Registers Agency do not have to submit the evidence from the article 75. Paragraph 1. Item 1) Certificate from the registry the Business Registers Agency, which is publicly available on the website of the Agency for Business

Registers. Person registered in the registry of bidders is not required to prove compliance with the mandatory requirements of Article 75, paragraph 1, item 1) to 4) of the Law.

The Procuring entity shall not refuse the offer as unacceptable, if it doesn't contain evidence provided in the tender documentation, if the bidder in its offer specifies the Internet page on which the data required under the conditions are publicly available.

If the proof on fulfillment of the conditions is an electronic document, the bidder shall submit a copy of an electronic document in writing, in accordance with the law governing electronic document, unless it submits an electronic bid when the evidence submitted in the original electronic format.

If the country in which the bidder is seated does not issue the required evidence, the bidder can, instead of evidence, submit its written statement, made under criminal and material liability and certified by a court or administrative body, a public notary or other competent body of such country.

If the Bidder is seated in a different country, the procuring entity can check if the documents used by the bidder to prove fulfillment of the conditions were issued by the competent bodies of that country.

The bidder must promptly inform in writing the procuring entity about any change regarding the fulfillment of the conditions from the procedure of the public procurement, which occurred before making the decision, i.e. concluding the contract, i.e. during the term of the contract on the public procurement and document it in the stipulated manner.

NOTE:

Purchaser states the documents proving compliance with the mandatory requirements of Art. 75 PPL

- 1) condition from the Article 75. paragraph 1. item 1) of the Law – The evidence: Certificate from the Business Registers Agency, i.e. certificate from the register of a competent Commercial court;
- 2) The condition from the Article 75. paragraph 1. item 2) of the Law – The evidence: Legal Entities: 1) Certificate from the criminal record, i.e. certificate from the basic court for the area in which is the seat of domestic legal entity, i.e. representative office or branch of a foreign legal entity, confirming that the legal entity has not been convicted for crimes against the economy, crimes against the environment, the crime of giving or receiving bribe, the crime of fraud; 2) Certificate from the criminal record of the special department for criminal acts of organized crime of the High court in Belgrade, confirming that the legal entity has not been convicted for a criminal act of organized crime; 3) Certificate from the criminal record, i.e. certificate from the competent police directorate of the Ministry of Interior confirming that the legal representative of the bidder has not been convicted for crimes against the economy, crimes against the environment, the crime of giving or receiving bribe, the crime of fraud and a criminal act of organized crime (a request can be submitted according to the place of birth or the place of residence of the legal representative.) If a bidder has several legal representatives, he has to submit the evidence for each of them. Entrepreneurs And Natural Persons: Certificate from the criminal record, i.e. certificate from the competent police directorate of the Ministry of Interior, confirming that he has not been convicted for some criminal act as a member of an organized criminal group and that he has not been convicted for crimes against the economy, crimes against the environment, the crime of giving or receiving bribe, the crime of fraud (a request can be submitted according to the place of birth or the place of residence).

The date of the evidence can not be older than 2 months than the date of opening of the bids;

- 3) The condition from the Article 75. paragraph 1. item 4) of the Law – The evidence: Certificate from the Tax Administration of the Ministry of Finance that it has paid due taxes and contributions and the certificate from the competent local authority that it has paid its obligations arising from the original local public revenues or certificate from the Privatization Agency that the bidder is in the process of privatization.

The date of the evidence can not be older than 2 months than the date of opening of bids;

- 4) The condition from the Article 75. paragraph 1. item 5) of the Law – **The evidence for this condition is not needed**
- 5) The condition from the Article 75. paragraph 2. - The evidence: 2) Signed and certified statement form (given in the chapter XIII of the tender documentation). The statement shall be signed by an authorized person of the bidder and certified by a seal. If the bid is submitted by a group of bidders statement must be signed by the authorized person of each bidder from the group of bidders and certified by a seal. The requirement from the Art. 75. paragraph. 2 of the Law in the part relating to the absence of prohibition of activity - Evidence: Legal entities: Certificate of commercial and misdemeanor court that it had not been prohibited from performing activities or certificate from the Business Registers Agency that with that authority it is not registered as a business enterprise prohibited from performing activities, in force at the time of publication of the call for bids; Entrepreneurs: Certificate of the misdemeanor court that it had not been prohibited from performing activities or certificate from the Business Registers Agency that with that authority it is not registered as a business enterprise prohibited from performing activities, in force at the time of publication of the call for bids; Natural persons: Certificate of the misdemeanor court that it had not been prohibited from performing certain activities.

The evidence must bear a date after that of the call for bids.

**3. FORM OF THE STATEMENT ON FULFILLEMENT OF THE CONDITIONS
FROM THE ARTICLE 75. OF THE PPL**

**BIDDERS STATEMENT ON FULFILLEMENT OF THE CONDITIONS
FROM THE ARTICLE 75. OF THE LAW**

With regard to the article 77. paragraph 4. of the Law, under full material and criminal liability, as the bidder's representative, I give the following

S T A T E M E N T

The bidder _____ (write the name of the bidder) in the procedure of procurement of service – **Service of maintenance – technical support for AVID for a three year period - PP No. U-50/15** – meets all the **compulsory** conditions from the article 75. Of the Law, namely:

- 1) The bidder is registered at the competent body, i.e. entered in the appropriate register.
- 2) The bidder and its legal representative have not been convicted for some criminal act as member of an organized crime group, and have not been convicted for crimes against the economy, crimes against the environment, the crime of giving or receiving bribe, the crime of fraud;
- 3) The bidder has paid all due taxes, contributions and other public duties in accordance with the regulations of the Republic of Serbia (*or a foreign country when a bidder is seated in its territory*)

Place and date:

STAMP

The bidder:

.....

.....

Note: If a bid is submitted by a group of bidders, the statement must be signed by an authorized person of each bidder from the group and certified by a seal.

**SUBCONTRACTOR'S STATEMENT
ON FULFILLEMENT OF THE CONDITIONS FROM THE ARTICLE 75. OF THE LAW**

With regard to the article 77. paragraph 4. of the Law, under full material and criminal liability, as the bidder's representative, I give the following

S T A T E M E N T

The subcontractor _____ (write the name of the subcontractor) in the procedure of procurement of – **Service of maintenance – technical support for AVID for a three year period - PP No. U-50/15**, meets all the conditions from the article 75. of the Law, i.e. the conditions defined by the tender documentation for this public procurement, namely:

- 1) The subcontractor is registered at the competent body, i.e. entered in the appropriate register;
- 2) The subcontractor and its legal representative have not been convicted for some criminal act as member of an organized crime group, and have not been convicted for crimes against the economy, crimes against the environment, the crime of giving or receiving bribe, the crime of fraud;
- 3) The subcontractor has paid all due taxes, contributions and other public duties in accordance with the regulations of the Republic of Serbia (*or a foreign country when a subcontractor is seated in its territory*).

Place and date:

STAMP

The subcontractor:

.....

.....

Note: If a bid is submitted with a subcontractor, the Statement must be signed by an authorized person of the subcontractor and certified by a seal.

VI ELEMENTS OF THE CONTRACT TO BE NEGOTIATED AND THE WAY OF NEGOTIATING

The Negotiated procedure with the bidder shall start immediately after opening of the bids, if his offer is considered **timely and appropriate**, i.e. **08.12.2015. starting at 11,30** o'clock in the RTS building in Belgrade, Takovska 8, room 7. The procuring entity retains the right to call the bidder to the negotiated procedure if the total value of the bid is higher than the estimated value.

Prior to the Bids Opening Procedure, representatives of the bidders attending the procedure shall present to the Commission written Authorization to be present at the bid opening and authorization for negotiating, signed and notarized by the legal representative of the bidder.

If the bidder's representative does not attend the opening procedure, the price stated in the bid shall be considered the final price.

Element of the contract to be negotiated : **price offered**

The way of negotiating:

The negotiated procedure shall have **two rounds**:

1. The Negotiated procedure starts after analysis of the submitted bid, based on the fulfillment of all the conditions demanded by the tender documentation;
2. The first round of negotiations starts with the public announcement of the negotiation element – the price and on that occasion the bidder has to write the price for the first round in the chart he'll be given.
3. Paper with the entered price from the first round of negotiations the bidder shall give to the president of the Commission who then announces it publicly.
4. The procedure in the second – final round of negotiations is completely identical to the first part. The price from the second round of negotiations is final and shall be an element of the contract that shall be made with the bidder.

Notice: The price offered in the first round of negotiations can not be higher than the price in the bid made according to the call for bids, and the price offered in the second round of negotiations can not be higher than the price offered in the first round.

It is not allowed to increase the price during the negotiated procedure (increase of the sum)

VI INSTRUCTIONS TO BIDDERS ON HOW TO PREPARE THE BID

1) Information on the language in which the bid must be made

A bid is prepared and submitted **in Serbian language** according to the Article 17. of the Law on public procurement and Article 8. of the Regulations. According to the Article 18. of the Law on public procurement of the Republic of Serbia (Official gazette of the Republic of Serbia No. 124/2012, 14/2015, 68/2015), a bid can also be submitted in English language in the part related with the proving of the offered technical characteristics, quality and technical documentation. If, during the review and evaluation of the bids, the procuring entity finds out that a part of the bid should be translated into Serbian, it retains the right to give the appropriate term to the bidder in which he has to translate that part of the bid.

2) The manner in which the bid must be made

A bidder submits his bid directly or by mail in a closed envelope or a box, closed in the way that when opening the bids it can be determined with certainty that it is opened for the first time.

On the back of the envelope or the box, specify name and address of the bidder.

In case an offer is submitted by a group of bidders, it is necessary to note on the envelope that it is a group of bidders and specify names and addresses of all participants in a joint bid.

The bids shall be submitted to the address: Јавна медијска установа Радио телевизија Србије, 11 000 Београд, Ул. Таковска бр. 10, РАК: 135404 marked: „Понуда за Услугу одржавања - техничке подршке АВИД за период од 3 године, ЈН бр. У-50/15 – НЕ ОТВАРАТИ“ (Bid for the service of technical support AVID for a three year period, PP No. U-50/15 – DO NOT OPEN)

A bid is considered timely if received by the procuring entity till **08.12.2015. till 10,00** o'clock

After receiving a bid, the procuring entity will on the envelope i.e. box containing the offer, note the time of reception and register number and date of the bid according to the order of arrival. If the bid is submitted personally, the procuring entity will give the bidder certificate of the receipt of the offer. In the certificate of receipt the procuring entity will specify the hour of reception of the bid.

Bid received by the procuring entity after the deadline for submission of bids, i.e. offer received after the day and hour till which the bids can be submitted, will be considered untimely.

A bid has to contain all the forms and statements required in the tender documentation, which should be legibly filled in by bidders, so the real content of the bid could be determined, and the authorized person of the bidder shall sign and certify them with a seal.

For clarity, it is necessary that all the required documents, statements and forms that make up a complete **BID**, are arranged by bidders in the following order:

1	The completed, signed and certified Form VIII - Bid with specification of services
2	A completed, signed and certified bidders Statement on fulfillment of compulsory conditions , by which he under full material and criminal liability, confirms that it meets all the requirements for participation in the procurement procedure under Art. 75. PPL, defined by this tender documentation (Form Statement for bidders and subcontractors is given in Chapter V Section 3) . Note: A person entered in the register of bidders submits a Letter stating that the bidder is in the Registry maintained by the Agency for Business Registers
3	The evidence from Article 75, paragraph 1. item 5) of the Law (<i>if provided for in the tender documentation</i>)
4	All evidence on fulfillment of the compulsory conditions (Article. 76. of the Law) according to the bid documentation
5	The completed, signed and certified with a seal Form IX – Model contract

6	The completed, signed and certified with a seal Form X – Price structure
7	Form XI – Form of the bid preparation costs (The bidder does not have to submit this form)
8	A completed, signed and certified with a seal Form XII – The statement on an independent bid
9	The completed, signed and certified with a seal Form XIII - Statement on compliance with the obligations and absence of the prohibition from the Article 75. paragraph 2. of the Law
10	In case of a joint bid or a bid with a subcontractor, all according to the bid documentation. Note: An integral part of a joint bid is the agreement by which the bidders from the group undertake to each other and to the procuring entity to perform the public procurement, and which must contain the information from the Article 81. paragraph 4. items 1) to 2)

The forms and statements required by the tender documentation, i.e. the information which must be their integral part, a bidder shall fill in legibly, and the authorized person shall sign and certify them with a seal.

It is preferable that all documents in the bid be **numerated**, bound by a ribbon and sealed so that individual pages or articles, can not be later inserted, removed or replaced without visible damage to the pages or to the seal.

If it is necessary for the bidder to correct the errors he made in the bid preparation and filling the forms from the tender documentation, he is obliged to, next to such correction, put signature of the person or persons who have signed the bid form and the bidder's seal.

3) Lots

The respective public procurement is not formed in lots

4) Bid with alternatives

Submitting a bid with alternatives is not allowed

5) The manner of modifying, amending and revoking of the bid in terms of Article 87. paragraph 6. of the Law

Before the deadline for submission of bids, a bidder can modify, amend or revoke his bid in a manner defined for bid submission.

A bidder must clearly indicate the part of bid he changes, i.e. the documents he submits subsequently: Modification, amendment or revocation of a bid shall be delivered to the address: Radiodifuzna ustanova Radio televizija Srbije, 11 000 Belgrade, Takovska No. 10, PAC 135404, with indication:

„**Modification of bid** for public PROCUREMENT of - Service of maintenance – technical support for AVID for a three year period, No. U-50/15 – DO NOT OPEN or

„**Amendment of bid** for public PROCUREMENT of - Service of maintenance – technical support for AVID for a three year period, No. U-50/15 – DO NOT OPEN or

„**Revocation of bid** for public PROCUREMENT of - Service of maintenance – technical support for AVID for a three year period, No. U-50/15 – DO NOT OPEN or

„ **Amendment and modification of bid** for public PROCUREMENT of - Service of maintenance – technical support for AVID for a three year period, No. U-50/15 – DO NOT OPEN

On the back of the envelope or box write the name and address of the bidder. In case of a joint bid by a group of bidders, it must be indicated on the envelope that it's a group of bidders and write the names and addresses of all participants in the joint bid.

After the deadline for submission of bids, the bidder can not withdraw or change its bid.

6) Participation in a joint bid, or as a subcontractor

A bidder can make only one bid.

A bidder who made an independent bid cannot at the same time participate in a joint bid or as a subcontractor, and the same person cannot participate in more than one joint bid.

In the Bid form (chapter VII), a bidder indicates the manner of submitting his bid, i.e. whether it is an independent or joint bid, or a bid with a subcontractor.

7) Bid with a subcontractor

If a bidder is submitting a bid with a subcontractor he must indicate in the Bid form (chapter VII) that he is submitting a bid with a subcontractor, the percent of the total value of the procurement which he will delegate to his subcontractor, which cannot exceed 50%, and the part of procurement subject matter that he will perform through his subcontractor. If he is going to delegate partial performance of the procurement to a subcontractor, the bidder must indicate in the Bid form the name and seat of the subcontractor.

If the contract on public procurement is made between the procuring entity and a bidder who submits the bid with a subcontractor, the subcontractor will be indicated in the contract on public procurement.

For subcontractors a bidder must submit the evidence on fulfillment of the requirements from the chapter V of the bid documentation, in accordance with the Instruction on how to prove compliance with the conditions.

A bidder is fully responsible to the procuring entity for performance of the obligation from the public procurement procedure, i.e. performance of the contractual obligations, regardless of the number of subcontractors.

A bidder is obliged to, upon the procuring entity request, provide him access to subcontractors, in order to determine fulfillment of the required conditions

8) Joint bid

A bid can be made by a group of bidders

If a bid is submitted by a group of bidders, the agreement by which the bidders from the group undertake to each other and to the procuring entity to perform the public procurement must be **the integral part of the joint bid**. This agreement must contain the information from the Article 81. paragraph 4. item 1) to 2) of the Law, namely the information on:

- The member of the group who will be the main contractor, i.e. who will submit the bid and who will represent the group of bidders before the procuring entity,
- Jobs description of each bidder from the group of bidders for execution of the contract

A group of bidders must submit all the evidence on fulfillment of the conditions from the chapter V of tender documentation, in line with the Instruction on how to prove compliance with the conditions.

Bidders from the group of bidders have unlimited joint liability towards the procuring entity.

A cooperative can submit an independent bid, on its own behalf and on behalf of its members, or a joint bid on behalf of its members.

If a cooperative submits a bid on its own behalf, the cooperative and its members are responsible, in accordance with the law, for the obligations from the public procurement procedure and from the contract on public procurement.

If a cooperative submits a joint bid on behalf of its members, then the members bear unlimited joint and several liability for the obligations from the public procurement procedure and from the contract on public procurement.

9) Manner, deadline and conditions of payment, delivery deadline , place of performance of procurement warranty period and other circumstances influencing on acceptability of a bid

9.1. Requirements regarding manner, deadline and conditions of payment:

Payment of maintenance and technical support over the Internet is carried out in 36 (thirty six) equal monthly installments within 30 (thirty) days of receipt of the invoice for services rendered in the previous month, signed by an authorized person of the Procuring entity.

Payment, if any, of the technical support services at the Procuring entity (on site) is made within thirty (30) days of receipt of the invoice with calculated cost of services rendered and business trip, signed by an authorized officer of the Procuring entity.

The bidder is not allowed to require advance payment.

9.2. Requirement regarding the dynamics for the execution of service and term of response:

The deadline for the commencement of the service is 20. 12. 2015.

Duration of the provision of services is three (3) years

The dynamics of service delivery: continuously for the duration of the contract.

9.3. Requirement regarding the bid validity period

The bid validity period cannot be shorter than **60 days** since the day of bid opening.

In case of expiry of bid validity period, the procuring entity shall request in writing that the bidder extends the bid validity period.

Bidder which accepts the request for extension of bid validity period cannot change its bid.

10) Currency and the manner in which the price in the bid must be indicated and expressed

The price can be expressed in foreign currency EUR, VAT excluded, including all costs bidder has in the realization of the subject matter public procurement, and evaluation of the bid will be based on the price without VAT.

Prices expressed in a foreign currency EUR, shall be converted into dinars at the mean exchange rate of the National Bank of Serbia on the day of the bid opening.

The price is fixed and cannot be changed.

If the bid presented an unusually low price, the procuring entity will act in accordance with the Article 92. of the Law, i.e. it will demand detailed explanation of all of its integral parts it considers applicable.

11) Information on governmental body or organization, i.e. body or service of territorial autonomy or local government where one can timely get correct information on taxes, environmental protection, employment protection, working conditions and so on, which are related to execution of the contract on public procurement

Information on taxes are available at the Tax administration of the Ministry of finance and economy.

Information on environmental protection are available at the Environmental protection agency and at the Ministry of energy, development and Environmental protection.

Information on employment protection and working conditions are available at the Ministry of labor, employment and social policy

12) Information on type, content, manner of submission, amount and deadlines for guaranty for execution of the bidder's obligations

The procuring entity does not require financial guaranty.

13) Protection of confidentiality of information which the procuring entity gives to the bidders

This procurement doesn't involve confidential information which the procuring entity makes available

14) Additional information or explanations on the preparation of bid

Any interested person may, in written form by mail to the address of the procuring entity, or by email to tenderi@rts.rs, ask from the procuring entity additional information or explanations on preparation of the bid, whereby it can indicate to the Procuring entity to possible deficiencies and irregularities in the tender documentations, no later than **five days** before the deadline for submission of bids.

Within **three days** after reception of a request for additional information or explanations of the tender documentation and indication to the Procuring entity to possible deficiencies and irregularities in the tender documentations, the Procuring entity must send a written answer and, at the same time, publish that information at the Public procurement portal www.portal.ujn.gov.rs and on its web page www.rts.rs

The additional information or explanations are sent with the note **“Request for additional information or explanations regarding the bid documentation** (and indication to the Procuring entity to possible deficiencies and irregularities in the tender documentations) **for PP No. U-50/15“**.

If the procuring entity changes or amends the tender documentation **8 or less days** before the deadline for submission of the bids, it must extend the deadline for submission of the bids and publish an announcement on extension of the deadline for submission of the bids.

After the deadline for submission of the bids, the procuring entity cannot change or amend the tender documentation.

Asking additional information or explanations regarding preparation of the bid via telephone is not allowed.

Communication in the procedure of public procurement is done only in the way defined by the Article 20. of the Law.

15) Additional explanations from the bidder after opening of the bids and control of the bidder, i.e. its subcontractor

After opening of the bids, during expert evaluation of the bids, the procuring entity can, in writing, demand from the bidder additional explanations which would help him in the review, evaluation and comparison of the bids, and it can also control (have insight) at the bidder, i.e. its subcontractor (Article 93. of the Law). If the procuring entity considers there is need for additional explanations, or control (insight) at the bidder, i.e. its subcontractor, the procuring entity will give an appropriate amount of time to the bidder to react on the request of the procuring entity, i.e. to allow the procuring entity to have control (insight) at the bidder, i.e. its subcontractor.

The procuring entity can, with the bidders consent, correct calculation errors observed during consideration of the bids after the procedure of bid opening.

In case of difference between unit and total price, the unit price is relevant.

Should the bidder refuse to accept correction of calculation errors, the procuring entity will reject his bid as unacceptable.

16) ELEMENTS OF THE CONTRACT TO BE NEGOTIATED AND THE WAY OF NEGOTIATING

Included in Chapter VI - Tender documentation.

17) The type of criteria for contract award, elements of criteria for contract award and methodology for awarding points for each element of the criteria

The choice of the most favorable bid will be based on the criterion the **“Lowest price offered”**

18) Elements of criteria based on which the procuring entity shall award the contract in case there are to or more bids with equal number of points, or the same offered price

The procuring entity conducts the negotiated procedure without announcement with one Bidder.

19) Compliance with the obligations arising from the applicable regulations (Article 74. paragraph 1. and 75. paragraph 2. of the Law)

Within its bid, the bidder shall submit the statement given under criminal and material liability that he had respected all the obligations arising from the applicable regulations on safety at work, employment and working conditions, environmental protection, and he shall guaranty they are not prohibited from performing their activity at the time of bid submission (*The statement form is given in the chapter XIII of the bid documentation*).

20) Use of patents and liability for breach of protected intellectual property rights of third parties (article 74. Paragraph 2.)

The fee for the use of patents and the liability for breach of protected intellectual property rights of third parties shall be borne by the bidder.

21) The manner and deadline for submission of the request for the protection of rights

The request for protection of rights may be submitted by the bidder, i.e. Any interested person who has an interest in the award of contracts in this public procurement procedure and who has suffered or could suffer damage due to the conduct of the Procuring entity contrary to the provisions of the Law on Public Procurement (hereinafter: the claimant).

A request for the protection of rights shall be submitted to the Procuring entity, and at the same time, the claimant submits a copy of the request for the protection of rights to the Republic commission. A request for the protection of rights shall be delivered directly, by e-mail to: tenderi@rts.rs or by registered mail with return receipt to RTS registry office, Belgrade, Takovska No. 10. for the duration of working time, that is, every working day, Monday-Friday from 08-16 pm

A request for the protection of rights can be submitted during the entire public procurement procedure, against any act of the procuring entity, unless otherwise provided by the Law.

If the request for the protection of rights challenges the type of procedure, contents of the call for bids, or the tender documentation, the request shall be considered timely if received by the procuring entity no later than seven days before the deadline for submission of bids, regardless of the manner of delivery and if the claimant in accordance with Article 63, paragraph 2 of this law has pointed to the purchaser to possible shortcomings and irregularities, and the Procuring entity did not rectify the same.

This provision does not apply if the claimant or related party has not participated in the proceedings

The request for protection of rights challenging the actions taken by the procuring entity prior to the deadline for submission of bids, and after the deadline referred to in paragraph 4 of this section (deadline referred to in paragraph 3 of Article 149 of the PPL), shall be considered timely if it is filed no later than expiry of the deadline for submission of bids. This provision does not apply if the claimant or related party has not participated in the proceedings.

After making the decision on award of the contract and the decision on suspension of the procedure, the deadline for submission of the request for protection of rights is ten days from the date of publication of the decision on the Public Procurement Portal.

The request for the protection of rights can not challenge acts of the Procuring entity taken in the procurement process if the claimant was or could have been aware of the reasons for its submission before the deadline for submission of requests referred to in paragraph 4 and 5 of this section (time limits referred to in paragraph 3 and 4. Article 149 of LPP), and the claimant had not submitted before that deadline.

If, during the same public procurement procedure, the request for the protection of rights was submitted again by the same claimant, the acts of the procuring entity for which the claimant knew or could know when submitting the first request, can not be challenged by that request for the protection of rights.

The procuring entity publishes a notification on the request for protection of rights on the public procurement portal and on its website no later than two days from the date of receipt of the request for protection of rights, which contains data from Annex 3LJ with PPL

A claimant shall pay a tax in favor of the budget of the Republic of Serbia in the amount of 60.000 RSD.

account no: (*opoj- 840-30678845-06*),

ref. no: (*number or the designation of the public procurement*),

purpose of payment: ZZZ, name of the procuring entity, number or the designation of the public procurement

beneficiary: the budget of the Republic of Serbia.

The procedure for the protection of rights is regulated by the articles 138 – 167 of the Law.

22) The deadline for concluding the contract on public procurement

The contract on public procurement shall be concluded with the bidder to which the contract was awarded, within (8) **eight** days after the deadline for submission of a request for the protection of rights from the Article 149. of the Law.

VIII. THE BID FORM

Bid number _____ from _____ year for the public procurement **Service of maintenance – technical support for AVID for a three year period, No. U-50/15**

1) GENERAL INFORMATION ON THE BIDDER

Name of the bidder	
Address of the bidder	
State	
Register number of the bidder	
Tax ID number	
Name of the contact person	
E-mail of the bidder	
Telephone	
Fax	
Bidder's account number and name of the bank	
Person authorized for signing the contract	

2) THE BID IS SUBMITTED:

- A) INDEPENDENTLY
- B) WITH A SUBCONTRACTOR
- C) AS A JOINT BID

Note: encircle the manner of bid submission and enter information on the subcontractor, if the bid is made with a subcontractor, i.e. information on all participants in the joint bid, if the bid is submitted by a group of bidders

3) INFORMATION ON THE SUBCONTRACTOR

1)	Name of the bidder	
	Address of the bidder	
	State	
	Register number of the bidder	
	Tax ID number	
	Name of the contact person	
	Percent of the total value of the procurement which will be performed by the subcontractor	
	Part of the subject of the procurement which will be performed by the subcontractor	
2)	Name of the bidder	
	Address of the bidder	
	State	
	Register number of the bidder	

	Tax ID number	
	Name of the contact person	
	Percent of the total value of the procurement which will be performed by the subcontractor	
	Part of the subject of the procurement which will be performed by the subcontractor	
3)	Name of the bidder	
	Address of the bidder	
	State	
	Register number of the bidder	
	Tax ID number	
	Name of the contact person	
	Percent of the total value of the procurement which will be performed by the subcontractor	
	Part of the subject of the procurement which will be performed by the subcontractor	

Note:

The chart "Information on the subcontractor" shall be filled in only by the bidder submitting a bid with a subcontractor, and if the number of subcontractors is larger than the number of places provided in the chart, the said chart should be copied in the sufficient number of copies, filled in and submitted for each subcontractor.

4) INFORMATION ON THE PARTICIPANT IN THE JOINT BID

1)	Name of the participant in the joint bid:	
	Address of the bidder	
	State	
	Register number of the bidder	
	Tax ID number	
	Name of the contact person	
2)	Name of the participant in the joint bid:	
	Address of the bidder	
	State	
	Register number of the bidder	
	Tax ID number	
	Name of the contact person	
3)	Name of the participant in the joint bid:	
	Address of the bidder	
	State	
	Register number of the bidder	
	Tax ID number	
	Name of the contact person	

Note:

The chart „Information on the participant in the joint bid" shall be filled in only by the bidders submitting a joint bid, and if the number of participants in the joint bid is larger than the number of places provided in the chart, the said chart should be copied in the sufficient number of copies, filled in and submitted for each bidder participating in the joint bid.

5) **DESCRIPTION OF THE SUBJECT MATTER OF THE PROCUREMENT – for public procurement** - Service of maintenance – technical support for AVID for a three year period, No. U-50/15

THE BID	
DESCRIPTION	Price
Service of maintenance – technical support for AVID for a three year period	
MAXIMUM VALUE OF TECHNICAL SUPPORT ON THE SPOT WITH ALL COSTS OF TRAVEL AND ACCOMMODATION	60.000,00 €
TOTAL VALUE	
<i>Manner, deadline and terms of payment</i>	<p>Payment of maintenance and technical support via Internet is carried out in 36 (thirty six) equal monthly installments within 30 days of receipt of the invoice for services rendered in the previous month, signed by an authorized person of the Procuring entity.</p> <p>Payment, if any, of the technical support services at the Procuring entity (on site) is made within thirty (30) days of receipt of the invoice with calculated cost of services rendered and business trip, signed by an authorized officer of the Procuring entity, up to a maximum of EUR 60,000.00 (sixty thousand and 0 /100EUR) during the term of the contract.</p>
<i>Duration of the bid validity</i> <i>(no less than 60 days)</i>	

6) **SPECIFICATION of services**

a) SPECIFICATION OF SERVICES with unit prices

Digital News Production System								
Serial number	quantity	Part Number	description	Unit price	Start date	expiry date	Discount/Pro rata	Total price
AirSpeed								
1	4	0541-30261-08	Avid Advantage, AirSpeed 5000 H.264 Low Res Proxy 2 Channel, ExpertPlus Renewal		20.12.2015.	19.12.2018.		
			System ID: 10327909367					
			System ID: 10327909494					
			System ID: 10327909748					
			System ID: 10327908732					
2	7	0541-30227-09	Avid Advantage, AirSpeed 5000 HD & AVC-Intra, ExpertPlus with Hardware Coverage Renewal		20.12.2015.	19.12.2018.		
			System ID: 10327909367					
			System ID: 10327909494					
			System ID: 10327909748					
			System ID: 10327908732					
			System ID: 10327920035					
			System ID: 10327920416					
			System ID: 10327930703					
iNews Command								
3		0541-30155-08	Avid Advantage, Command ExpertPlus Renewal System ID: 10326543355					
	3		Command Workstation Licens		20.12.2015.	19.12.2018.		
	12		Device Video Channel		20.12.2015.	19.12.2018.		
	1		iNEWS Command Server Software		20.12.2015.	19.12.2018.		

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iNews NRCS							
4		0541-30155-08	Avid Advantage, iNEWS NRCS ExpertPlus Renewal System ID: 333005211				
	66		Session License		20.12.2015.	19.12.2018.	
MediaCentral							
5		0541-30234-08	Avid Advantage, MediaCentral, ExpertPlus Renewal System ID: 10326527480				
	12		MediaCentral UX Advanced Client - Single License		20.12.2015.	19.12.2018.	
	5		MediaCentral UX Base Client - Single License		20.12.2015.	19.12.2018.	
Interplay PAM							
6		0541-30182-09	Avid Advantage, Interplay, ExpertPlus With Hardware Coverage Renewal System ID: 2929287443 - 10326511859 - 2929288114 - 2929288117 - AE9963AE				
	1		Avid Interplay Cluster Sys ID: 10326527353		20.12.2015.	19.12.2018.	
	2		Avid Interplay 64bit Media Indexer Sys ID: 10326527353 Sys ID: 10326527353		20.12.2015.	19.12.2018.	
	2		Avid Interplay Lookup Server Sys ID: 10326527353 Sys ID: 10326527353		20.12.2015.	19.12.2018.	
	2		Interplay Transfer Sys ID: 2929288114 Sys ID: 2929288117		20.12.2015.	19.12.2018.	
	2		Interplay Transcode Sys ID: 2929287395 Sys ID: 2929288101		20.12.2015.	19.12.2018.	
	1		Interplay Archive Engine Sys ID: 10326543609		20.12.2015.	19.12.2018.	
	1		Interplay Media Services Archive Provider Sys ID: 2929287443		20.12.2015.	19.12.2018.	

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	1		Interplay Media Services Engine Sys ID: 2929288179		20.12.2015.	19.12.2018.		
	1		Interplay Web Services		20.12.2015.	19.12.2018.		
	1		Interplay Capture Fault Tolerant Servers and Software Sys ID: 10326511859		20.12.2015.	19.12.2018.		
	1		VTR Control Ingest Channel Licenses (5 pack) Sys ID: 10326511859		20.12.2015.	19.12.2018.		
	1		Additional Ingest Channel Licenses (5 pack) Sys ID: 10326511859		20.12.2015.	19.12.2018.		
ISIS 7000								
7		0541-30185-09	Avid Advantage, ISIS 7000 ExpertPlus w/Hardware Coverage Renewal System ID: 10324485320					
	1		Primary Unity ISIS Storage Chassis. 32 TB, two iSS Integrated Switch Blades		20.12.2015.	19.12.2018.		
	1		Primary Avid Unity ISIS System Director		20.12.2015.	19.12.2018.		
	1		Autofailover Avid Unity ISIS System Director		20.12.2015.	19.12.2018.		
	2		Cisco 4948E Switch Standalone		20.12.2015.	19.12.2018.		
8		0541-30186-09	Avid Advantage, ISIS 7000, Additional Chassis ExpertPlus with Hardware Renewal System ID: 10324485320					
	1		Additional Unity ISIS Storage Chassis. 32 TB, two iSS Integrated Switch Blades		20.12.2015.	19.12.2018.		
	1		Additional Unity ISIS Storage Chassis. 32 TB, two iXS Expansion Switch Blades		20.12.2015.	19.12.2018.		
News Cutter								
9	10	0541-39313-15	NewsCutter Software Standard & Extended Hardware Bundle Renewal System ID: 776365083 - 776365107 - 776365301 - 776365350 - 776365404 - 776365449 - 776365731 - 776367525 - 776367539 - 776367546		20.12.2015.	19.12.2018.		
							TOTAL DNP	

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Digital Post Production System								
Serial number	quantity	Part Number	Description	Unit price	Start date	Expiry date	Discount/Pro rata	Total price
Audio								
10	1	0541-30217-09	Avid Advantage, Pro Tools HD Systems, ExpertPlus with Hardware Coverage Renewal System ID: (70001947)		20.12.2015.	19.12.2018.		
Interplay PAM								
11	1	0541-30182-09	Avid Advantage, Interplay, ExpertPlus With Hardware Coverage Renewal Avid Interplay Engine Sys ID: 110000393485		20.12.2015.	19.12.2018.		
	1		Avid Interplay Media Indexer Sys ID: 110000393485		20.12.2015.	19.12.2018.		
	2		Interplay Transfer Sys ID's: 2929275954 - 2929275970		20.12.2015.	19.12.2018.		
ISIS 5x00								
12	1	0541-39278-09	Avid Advantage, ISIS 5000 32TB Expansion Engine, ExpertPlus with Hardware Coverage Renewal System ID: 10133178870		20.12.2015.	19.12.2018.		
13	1	0541-39277-09	Avid Advantage, ISIS 5000 32TB System Primary Engine, ExpertPlus with Hardware Coverage Renewal System ID: 10133178870		20.12.2015.	19.12.2018.		
14	1		Force10 S25N Switch		20.12.2015.	19.12.2018.		
	1		Force10 S25 - 2 Port 10GigE XFP module		20.12.2015.	19.12.2018.		
	2		Force10; 10GB XFP, single transceiver, SR, 850nm		20.12.2015.	19.12.2018.		

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Media Composer								
15	3	0541-39304-13	Media Composer Software Standard Support Renewal		20.12.2015.	19.12.2018.		
			2058020051 - 2058000868 - 2057995147					
16	6	0541-39313-15	Media Composer Software Standard & Extended Hardware Bundle Renewal (Mojo DX)		20.12.2015.	19.12.2018.		
			4016426530 - 4026701314 - 4026694586 - 4026694635 - 4026693473 - 4026694631					
17	2	0541-39313-15	Media Composer Software Standard & Extended Hardware Bundle Renewal (Nitris DX)		20.12.2015.	19.12.2018.		
			776356971 - 776356951					
18	1		Media Composer Software Standard Support Renewal (From DS bundle)		20.12.2015.	19.12.2018.		
			2929277683					
							TOTAL DPP	
							TOTAL DNP+DPP	
							FINAL DISCOUNT	%
							GRAND TOTAL	

**6) MAXIMUM VALUE OF TECHNICAL SUPPORT ON THE SPOT WITH ALL COSTS OF TRAVEL AND ACCOMMODATION
60.000,00 €**

TOTAL a+b

7) SPECIFICATION OF SERVICES

a) Information providing services

Avid will provide access 7 days a week x 24 hours per day to the knowledge base and forums about the product (available on www.avid.com/support). Product Registration and/or secure registration of users that may be required to access and use the forum are subject to Avid terms of use and code of conduct within the community for the exchange of data (available on <http://community.avid.com/forums/terms.aspx>). Access can be restricted at the time of regular maintenance or updating of the website.

b) Technical support

Technical support for reporting failure can be accessed via the Internet 7 days a week and 24 hours a day. Failure reporting via the Internet is a primary way of contacting the support for any questions that are not critical. Avid will use reasonable commercial efforts to meet the 4-hour time limit for responding to all requests received

"Response" means that Avid will launch an action relating to a request for support. Service provided by Avid is limited to Avid qualified hardware and software.

"Critical issues" means that the user is confronted with a problem for which there is no acceptable working alternative and which seriously affects the user's ability to perform the job.

Avid will provide technical and telephone support, active seven days a week and 24 hours a day for critical issues with a high priority in the queue according to ExpertPlus plans of providing support. "High priority" means that the call will be answered before we respond to other calls placed before it, except for the call of the same or a higher degree of priority. Avid shall make reasonable commercial efforts to respond to calls within 4 hours.

Avid reserves the right to suspend the phone access, or change the time of availability, if the user does not meet the above user criteria.

Technical support provided outside normal working hours (9:00 to 17:00, local time Avid contact center) will be realized in English.

c) Updating and software patches

From time to time Avid shall offer patches and software updates to the user. "Updating" is any of the following: publication of maintaining and publishing features of the software (also known as a software upgrade). When possible, Avid can submit to the user specific bug fixes ("Bug fixes"). Bug fixes are tested limited and delivered to customers who have experienced certain problems that are relating bug fixes. Avid may, at their discretion, publish software patches, bug fixes or updates that can be downloaded for free at www.avid.com. This plan includes only software patches and updates for software versions that are currently available on the market. Previous publication will not be provided. Users are not entitled to a refund or claims for earlier purchases of software updates. The rights to the software update cease with the expiration or termination of the plan support.

d) Professional services, training, additional requirements for updating hardware, software or third party products; and installing patches and updates are not included in the software patches or updates. All such additional services or upgrades must be purchased separately.

e) Hardware coverage (available at extra cost)

Users can choose to add the Advanced hardware replacement option to their Avid Expert Plus account with payment of additional amount depending on the product

Users with such Hardware coverage will be entitled to have their spares delivered before Avid receive the defective part. Avid shall make reasonable commercial efforts to ensure delivery the next working day for the support plan ExpertPlus (does not include weekends and public holidays in a local Avid Storage).

Avid must accept a request for spare parts until 15:00 local time (at Avid warehouse location) for the request to be considered "received" in the course of the working day. Certain geographic locations and/or customs restrictions can jeopardize the delivery, notification of which will be delivered as soon as Avid learns of problem. If the user does not return the malfunctioning part within 21 days after delivery of the spare part ("Return deadline") Avid will send an invoice to the full retail price of the spare part.

Parts returned to Avid after the Return deadline will be reimbursed if Avid so decides and if Avid approves compensation, it may not cover the full amount of the invoice. Avid reserves the right to revoke the early delivery of parts when there are unpaid invoices relating to spare parts. Users should not return the parts to Avid while Avid technical support does not confirm the malfunction. If the user chooses to return a part without confirmation and the fault is not detected, Avid reserves the right to collect the costs of transportation, handling and diagnostics by Avid's price list applicable at the date of purchase (available on request). Avid reserves the right to remove from the plan coverage for hardware products that are used for more than five years. Options of repair per case or replacement purchases may be available at extra cost.

f) The process of escalation

Avid uses a standard computer escalation process for all cases of providing support that can not be solved in reasonable time. This process provides the use of increasing levels of resources and technical support based on the elapsed time and the degree of severity of the problem. Avid also uses the "Code Blue" escalation process for the problems of high degree of difficulty which immediately launches the highest levels of technical resources, and sends notification of the status to senior managers of users and Avid. ExpertPlus coverage allows the user to initiate a response of "Code Blue" based on the user's assessment of the importance and severity of the problem.

g) Remote connectivity

Avid provides remote customer support from our global support centers using remote console access and diagnostic tools. Users are expected to provide remote access to Avid equipment in order to facilitate diagnostics and malfunction detection and repair. For many products, the employee in the Avid technical support will use safe tools to directly access the user work environment in order to check and/or fix technical problems. Avid reserves the right on requesting additional payment for further hindering of the provision of support services; by Avid price list on the date of purchase (available on request); for all contracts on the provision of assistance when the user could not, or did not want to provide remote access to the supported equipment. This additional payment does not provide the user the right on support on-site.

h) User representative (covered only by Avid assessment)

Users with very valuable annual maintenance contracts can get their user representative, which is decided exclusively by Avid.

The limit of the annual value of support is subject to change without prior notice and must be confirmed at the time of the sale of contract.

User representative will have the technical data on the location, system and operation process of the user; and will provide to the user access to active support tools and technical information on the product, including information on the best procedures and diagnostics. User representative will represent the interests of users with Avid, requiring help from other technical resources of Avid to help you solve problems as fast as possible. User representative will provide the creators of the product direct feedback on the problems of users.

i) Support on site is not covered

Support on site is not mandatory.

Payment of any technical support services at the Procuring entity (on site) will be carried out fully in accordance with the adopted offer according to Avid price list on the invoice date (which should be available on request), together with travel expenses and accommodation costs, at the time of service. It will be charged per day and can not be reduced in proportion to the part of the day (unless it was otherwise agreed by the contract before sending the request). "Day" means no more than nine hours of presence on the ground; and includes adequate meal breaks, and so on. (local labor laws will be applied). For this kind of possible support the Procuring entity is able to set aside maximum EUR 60,000.00 (in words: sixty thousand and 00/100EUR) during the term of the Agreement.

Avid should make reasonable efforts to respond to requests for assistance on the spot, providing the user resources within seven working days for all Avid products covered by the contract ExpertPlus. Support on site is not available at all locations and the availability is determined exclusively by Avid.

The amount paid for support services on site is non-refundable. Avid reserves the right without prior notice to make changes to their policies and procedures for the support on site.

Date

stamp

The Bidder

Note:

The bidder shall fill in, certify with a seal and sign the bid form, thus confirming the correctness of information given in the bid form. If bidders submit a joint bid, a group of bidders can chose that the bid form shall be signed and certified with a seal by all bidders from the group of bidders, or the group of bidders can name one bidder from the group who will fill in the bid form, sign it and certify it with a seal.

IX MODEL CONTRACT

CONTRACT

Made between:

The procuring entity: **PUBLIC MEDIA INSTITUTION RADIO TELEVISION OF SERBIA**,
Belgrade, Takovska No. 10
Tax ID number: 104397527, Register number: 17644661
Represented by its Director General Dragan Bujošević
(hereinafter RTS - USER)

and

The bidder: **AVID TECHNOLOGY International BV**
Seated in **1216CH Hilversum, Netherlands**, street **Vreelandseweg No. 42A**
Tax ID number: _____, Register number: _____
Number of account: _____ Name of the bank _____
Represented by _____
(hereinafter AVID - EXECUTOR)

Basis of the contract:

PP No. **U-50/15**

Number and date of the decision on contract award _____ (filled in by RTS - USER)

Bid of the chosen bidder No. _____ from _____

THE SUBJECT MATTER OF THE CONTRACT, after the completion of a negotiated procedure without publication of a call for bids, on the basis of Art. 36. Paragraph 1, Item 2 of PPL and positive Opinion of the PPO No. 404-02-2808/15 of 6.10.2015, is procurement of **Service of maintenance – technical support for AVID for a three year period, Public procurement No. U -50/15**, all in accordance with the adopted Bid No. _____ from _____ and specification of the service.

Article 1.

This Contract regulates the rights and obligations between RTS and AVID related to the **PROCUREMENT OF SERVICE of maintenance – technical support for AVID for a three year period, Public procurement No. U -50/15**, all in accordance with the adopted Bid No. _____ from _____, Decision on launching public procurement in negotiated procedure without publication no. 081147 from 19.10.2015. and the Decision on contract award. Adopted Bid with the specification, Support plan and List of products for which the services will be provided are an integral part of this Agreement.

Bid for sale contains a list of products for which the Service will be provided, indicating the selected Support plan, the starting date of the validity of the Support plan, the cost and completion date of validity of the Support plan. The description of the purchased Support plan is attached.

Article 2.

PRICES PAYMENT AND INVOICING

PRICES:

The price for the service of maintenance - technical support for AVID for a three (3) year period, *reached upon completion of the negotiation process*, from Article 1 of this Contract on a monthly basis is: _____ **EUR**

(letters: _____)

which is in total on a three year level: _____ **EUR**

(letters: _____)

The price is the result of the conducted negotiated procedure and it is expressed without value added tax.

The price of the service is fixed and can not be change during the validity period of the Contract. Negotiations minutes are an integral part of the contract.

PAYMENT:

Payment of maintenance and technical support via Internet is carried out in 36 (thirty six) equal monthly installments within 30 days of receipt of the invoice for services rendered in the previous month, signed by an authorized person of the Procuring entity.

Payment, if any, of the technical support services at the Procuring entity (on site) is made within thirty (30) days of receipt of the invoice with calculated cost of services rendered and business trip, signed by an authorized officer of the Procuring entity, up to a maximum of EUR 60,000.00 (sixty thousand and 0 /100EUR) during the term of the contract.

TAXES:

All amounts of service prices exclude indirect tax, sales tax, use tax, stock market tax and other taxes and duties imposed by the state authorities, and all these taxes are paid by RTS.

The unpaid amounts will bear interest at a rate of 1.5% (one per cent) per month, or a similar lower rate, depending on the maximum rate permitted by applicable law. Avid may immediately terminate or suspend this Agreement in the event that the RTS is more than 30 (thirty) days late with the payment of Avid's invoice.

Support services, parts and repairs that are not covered by the purchased Support plan, will be provided by Avid's current price list for such services, parts or repairs.

Unless prohibited by local law, Avid reserves the right to amend or withdraw the Support plan at any time. Changes in coverage of the Support Plan during the Term will result in a proportional partial credit or refund payments for the Support plan.

Article 3.

DURATION OF THE SUPPORT PLAN

The Support plan begins on the date defined in the bid for each product and lasts until the expiration date which is also specified in the offer.

Any party may at any time terminate the Support plan due to failure of the other party to comply with any of its material obligations contained herein, provided that such failure is not remedied within 30

(thirty) days of receipt of written notice from the party which has not violated its obligations. The Parties undertake to make every effort to resolve any disputes by negotiation between the parties. Proportionate share of payments for support services may be compensated in the event of failure by the Executor.

Article 4.

OBLIGATIONS OF THE USER – RTS

4.1 RTS undertakes to:

- use only Avid products in accordance with the technical requirements specified in the relevant product specifications.
- use only products and peripheral devices provided by or approved by Avid. If products that do not meet the standard or not approved by Avid are used, Avid may, at its discretion, refuse to provide service
- install all updates provided by or on behalf of Avid on time.
- provide to Avid reasonable access to the products and the necessary data, which may include remote access.
- in writing, inform Avid in advance about moving of products or replacing the internal printed circuit board. Avid will advise, based on logistics and the expected length of a transfer, whether it can continue to provide support and whether this support will have to be transferred to local Avid office or ASP. Avid will not be obliged to continue servicing system(s) that is (are) transferred or whose parts have been replaced without prior written notice. Products moved to a new location may be subject to price changes

4.2 RTS has responsibility to:

- Properly secure products against loss or damages which are not covered by Avid Support plan, including, for example, but not as a limitation, damage caused by flood, hurricane, tornado or other "natural disasters", fire, power surge, pollution of environment, hacker attacks, theft, vandalism, improper use, improper maintenance, war or terrorism and other external factors. Avid does not accept responsibility for the repair or replacement of products due to the above conditions.
- To ensure that maintenance and other services performed on products are carried by Avid or staff approved by Avid. Avid may, at its discretion, refuse to provide support services under this Agreement when the problems arise because of mistakes made by non Avid personnel or personnel not approved by Avid
- Provide Avid with a list of system IDs; serial numbers; or other specified unique identifiers for the products to be covered by the Support plan.

Article 5.

ADDITIONAL AND SERVICES ON SITE

5.1. If RTS wants to acquire any service or parts that are not covered by Support plan (such as on-site services or control for purposes of preventive maintenance), such services will be provided by Avid's current price list for such services or parts.

For this kind of potential services or parts of the Executor, the User can provide a maximum amount of up to EUR 60,000.00 (in words: sixty thousand 00/100 EUR

Article 6.

WARRANTIES FOR THE SERVICES FROM THE SUPPORT PLAN

- 6.1 Avid guarantees that services from the Support plan will be performed in the quality and professional manner and in accordance with industry standards. Avid will repeat any task that is not in accordance with this warranty, provided that attention to such a discrepancy is paid to within a reasonable time (not to exceed thirty (30) days) of the execution of the task. User acknowledges that the previous remedy is the sole remedy for the violation of the aforementioned guarantees
- 6.2 Previously, the only Avid exclusive guarantee concerning the services of the Support plan and, to the extent permitted by local law, was made expressly instead of all other warranties, terms, conditions and representations, expressed or implied, written or oral, statutory or other including all implied warranties of fitness for a particular purpose, merchantability, informative content, system integration, non-infringement, interference use or otherwise.
- 6.3 During the term of the Agreement Avid will perform a free replacement of hardware that is broken, and is foreseen by the Support plan.

Article 7.

LIMITATION OF LIABILITY AND DISCLAIMER OF DAMAGES

- 7.1 To the maximum extent permitted by law, Avid's aggregate liability arising from the provision of services from the support plan, whether based on warranty, contract, tort or otherwise, even if Avid had been warned of the possibility of such damages shall not exceed the effective payment by the RTS made for services from the plan to provide support during the term of the contract
- 7.2 To the maximum extent permitted by law, in no event Avid will not be responsible for special, incidental, indirect or consequential damages, including but not limited to, loss of data or damage caused by the inability to use (which include, without limitation, "downtime ") or loss of profits, business or anticipated savings (direct and indirect) incurred by this or by the provision of services from the support plan or by any delay or inability to provide such services, even if Avid was informed about the possibility of some of these damages
- 7.3 Avid does not exclude liability for (a) death or injury caused by the negligence of Avid, its employees or authorized representatives; or (B) the liability for fraud.

Article 8.

CONFIDENTIALITY

- 8.1 Each party can have access to information (in tangible form, or displayed, presented or conveyed verbally) considered confidential by the party giving that information ("Confidential Information"), which includes without limitation information on prices. RTS and Avid undertake not to give, without the prior written consent of the other party or in accordance with the requirements of applicable law or any regulatory body in charge of the party that gives information, either directly or indirectly inform or disclose to any person, except employees or agents who need access to perform their duties and are obliged by appropriate agreements on confidentiality and non-disclosure of the information, any confidential knowledge or information regarding other party obtained due to Avid's provision of services from the Support plan. For purposes of this paragraph, the knowledge or information obtained by a party which (i) are or become available to the general public, (ii)

are obtained from third parties which have knowledge or information obtained through the legal channels and have no obligation of confidentiality, (iii) were owned by the party before receiving information from the other party, or (iv) are independently developed by a party independently of the confidential information the other party, will not be considered confidential knowledge or information.

- 8.2 RTS should pay attention that the information they provide to Avid, its home office or affiliates, its subsidiaries or branches, can be presented outside the European Economic Area to be handled by Avid Technology, Inc., Company located in Burlington, in Massachusetts, USA, or its subsidiaries or affiliates, or authorized partners, deployed around the world, among other things, in countries that do not provide a degree of protection equivalent to that required by the European Communities, in order to bring you the services. In particular, the RTS should be informed that USA uses a sectoral model of protection based on a mix of legislation, governmental regulation and self-regulation. In addition, it is informed that the Council of the European Community considers that this model does not provide the appropriate level of protection, referred to in the Article 25 of the Directive on Data Protection of the European Communities 95/46 / EC, OJ 1995 (L281) 31.

Article 26 of the Directive allows the transfer of personal data from the European Community to a third country if the individual has unambiguously agreed to the transfer of personal information regardless of the degree of protection that applies in third countries. Accepting these conditions, RTS and your staff accepts the transfer of such information to the United States and processing of such information as disclosed herein.

Article 9.

GENERAL:

- 9.1 These conditions and requirements, together with a description of the Support plan and applicable Agreement on sales account(s) are a legally binding agreement and supersede all prior agreements and understandings between the parties concerning this subject, and the parties need to use them as complete and exclusive statement on the terms of their contract. Any proposed variation in all purchase orders or other communications will be invalid or void unless they are confirmed in writing by the RTS and Avid authorized representatives.
- 9.2 It will not be considered that any party failed to meet its obligations if the performance of such obligations is prevented or delayed by force majeure or government act, war, riots, terrorism, act of civil disobedience, labor disputes, inability or disposal of transport or similar causes which can not be control
- 9.3 Avid conducts its business operations through units it owns or controls, as well as through authorized third parties, such as Authorized support supplier (ASP). Parties imply and accept that services of the Support plan provided under this Agreement may also be exercised by these controlled units and authorized third parties, and not only directly by Avid
- 9.4 Each side operates as an independent contracting party and not as an agent or partner of the other, and nothing in this Agreement shall create or be deemed to create a partnership, joint venture or similar relationship between such parties.
- Unless defined in writing, neither party has the authority to bind the other party, or that in any way negotiate for or on behalf of the other.
- 9.5 The rights of RTS arising from this can not be transferred by an assignment, legal proceedings or otherwise, and any such assignment or other way transfer shall be deemed invalid and will

be canceled.

- 9.6 Remedies contained herein are cumulative and supplement remedies specified by law or by the principles of fairness. The inability of a party to enforce, or waiver of a breach of any provision contained herein shall not constitute a waiver of any other breach or of the aforementioned provisions
- 9.7 Any notice or communication required or permitted by this will be done in writing and shall be considered valid from the moment of receipt when delivered by hand, by reliable international courier whose shipments can be tracked (such as Federal Express or DHL), or five days from the dispatch a first-class air-mail, postage paid in advance, to the other party at: (a) for your address listed on the order form and (б) for Avid - for users from the American continents and the Asia-Pacific region on the name of chief legal representative in Avid Technology, Inc., 75 Network Drive, Burlington, MA 01803 USA; and for users outside the American continents and the Asia-Pacific region on the name of the Director of Legal Affairs, Avid Technology International BV, Pinewood Studios Pinewood Road Iver Heath Bucks SL0 0NH.
- 9.8 Except where local laws of the country in which you are explicitly overrule and take precedence over any of the provisions set forth in this document, for users who are located in the Americas and in the Asia-Pacific region, these Terms & Conditions are governed by the laws of the Commonwealth of Massachusetts, without taking into account the rules governing conflicts of laws, and the parties hereby irrevocably accept the exclusive jurisdiction of the federal and state courts of Massachusetts; for users outside of the Americas and the Asia-Pacific region (excluding Germany for which there are special conditions and requirements), these conditions and requirements shall be regulated by the laws of England and Wales and the parties accept the non-exclusive jurisdiction of the English courts.

Article 10.

ENTRY OF THE CONTRACT INTO FORCE AND TERMINATION

This Agreement shall enter into force on the date of the last signature of the contracting parties and the registration of this contract. The contract may be terminated:

If one party does not fulfill its obligations and continues to violate the provisions of this Agreement despite written warning from the other contracting party by which it was given a deadline to remedy such breach, by unilateral declaration of will of the other Contracting Party which has not violated the provisions of the Treaty, with a notice period of 30 days, as well as in other cases provided by law.

By termination of the contract both parties are exempt from its obligations, except the obligation to recover damages

Article 11.

INVALIDITY OF PROVISIONS

In the event that any provision of this Agreement becomes invalid or contrary to the provisions of the law of the Republic of Serbia, the remaining provisions of this Agreement shall remain in force. In such a case the contracting parties will renegotiate the invalid provision and replace it with the appropriate second provision which reflects the intention of the contracting parties in a way that is valid and in accordance with the provisions of the law.

Article 12.

LAW AND DISPUTES

The contracting parties will implement the provisions of this Agreement as good businessmen, in good faith, protecting their mutual interests and accepting that the relations which are not explicitly regulated by this agreement, and have evolved from this contract, shall be regulated by the provisions of the Obligations Act of the Republic of Serbia, and other positive legal regulations of the Republic of Serbia governing the matter of the Treaty.

When signing this Agreement, the parties have equally interpreted its provisions. The Parties agree that all possible differences of opinion and disputes that may arise during the execution of mutual rights and obligations under this Agreement will be solved amicably in the spirit of good business practices and they will attempt to solve all disputes through negotiation. If it turns out that this is not possible, the Commercial Court in Belgrade is competent.

Article 13.

AMENDMENTS

Any amendment to this Agreement must be made in writing by concluding annexes. In the event of discrepancies and doubts in the text in Serbian and English, the text of the contract in Serbian shall prevail.

Article 14.

This Agreement was made in 5 (five) identical copies in Serbian, 4 (four) of which are for RTS, and 1 (one) for Avid, and 4 (four) copies in English, 2 (two) of which are for Avid and 2 (two) for RTS. The Parties jointly declare that they have read and understood this agreement, and that the contractual provisions in all are expression of their real will

Annexes as an integral part of this Agreement are:

Annex 1: Adopted Offer

Annex 2: Service specification

Annex 3: Technical support plan– detailed description of the technical support services

Annex 4: The list of products for which the services will be provided

For AVID

For RTS

Note:

By signing and certifying the model contract Bidder gives consent to its text. Model contract represents the contents of the contract to be signed with the selected bidder. The Procuring entity may reject a bid if the the bidder, without any justified reason, refuses to conclude a public procurement contract, after he was awarded the contract.

IX FORM OF THE STRUCTURE OF THE OFFERED PRICE WITH THE INSTRUCTION FOR FILLING IT

For the public procurement: Service of maintenance – technical support for AVID for a three year period, in the negotiated procedure without publishing, No. U-50/15

Form of the structure of the offered price

Serial No.	Quantity	Serial No.	description	Unit price	Start date	Expiry date	Discount/pro rata	The total price
1	2	3	4	5	6	7	8	9

If the Bidder submits a completed form Specification with the price structure given in the tender form under Section 6, he is not obligated to fill in this form of the price structure, because these forms are identical.

Date

stamp

Bidders signature

XI FORM OF BID PREPARATION COSTS

For public procurement: Service of maintenance – technical support for AVID for a three year period, in the negotiated procedure without publishing, No. U-50/15

In accordance with the Article 88 paragraph 1. of the Law the bidder _____
(state the name of the bidder) submits the total amount and structure of bid preparation costs, as follows in the chart:

The type of costs	The amount of costs in RSD
The total amount of the bid preparation costs	

The costs of bid preparation and submission are born solely by the bidder and he can not demand reimbursement from the procuring entity.

If the public procurement procedure is suspended from the reasons caused by the procuring entity, the procuring entity is obliged to reimburse the bidder for the costs of making a sample or a model, if they were made in accordance with the technical specifications of the procuring entity, and for the costs of providing collateral, provided that the bidder asked reimbursement for these costs in his bid.

Note:

Submission of this form is not mandatory

Date

stamp

Bidders signature

XI FORM OF THE STATEMENT ON AN INDEPENDENT BID

In accordance with the Article 26. of the Law on public procurement, the bidder _____ (state the name of the bidder) , seated in _____, street _____ No. ____, makes

STATEMENT ON AN INDEPENDENT BID

Under the full material and criminal liability I confirm that in the negotiated procedure without publishing - **Service of maintenance – technical support for AVID for a three year period, No. U-50/15**, I have submitted the bid independently, without agreement with other bidders or interested legal entities.

Note: *in case of reasonable suspicion to the veracity of the statement on an independent bid, the procuring entity shall immediately notify the organization responsible for the protection of competition. The organization responsible for the protection of competition can order the measure prohibiting participation in the procedure of public procurement to the bidder or the interested party, if it finds that the bidder or the interested party has violated competition in the procedure of public procurement in terms of the law regulating the protection of competition. The measure prohibiting participation in the procedure of public procurement can last up to two years. Violation of competition is a negative reference in terms of the article 82. paragraph 1. item 2. of the Law.*

Date

stamp

Bidders signature

**XIII FORM OF THE STATEMENT ON THE BIDDERS OBLIGATIONS
ACCORDIN TO THE ARTICLE 75. PARAGRAPH 2 OF THE PPL**

Regarding Article 75, paragraph 2 of the Law on Public Procurement, as representative the bidder I give the following

S T A T E M E N T

The bidder _____ (state the name of the bidder) in the negotiated procedure without publishing – procurement of **Service of maintenance – technical support for AVID for a three year period, No. U-50/15**, has respected the obligations arising from applicable regulations on occupational safety, employment and working conditions, environmental protection, and I guarantee that there is no ban on performing the activities which is in force at the time of submission of bids.

Date

stamp

Bidders signature
