

**REPUBLIC OF SERBIA
MINISTRY OF DEFENCE
MATERIAL RESOURCES SECTOR
PROCUREMENT DEPARTMENT**



TENDER DOCUMENTATION

**FOR CARRYING OUT GOODS PROCUREMENT IN OPEN
PROCEDURE (ACCORDING TO LOTS)**

DRIVE FUELS

PROCUREMENT NO. 286/12

November 2012

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NOTE:

In writing the tender, you are kindly asked to study the tender documentation in detail and fully comply with it. For further information and explanations, you are required to address the orderer in due time.



REPUBLIC OF SERBIA
MINISTRY OF DEFENCE
MATERIAL RESOURCES SECTOR
PROCUREMENT DEPARTMENT

Inter. no. 536 -
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INVITATION FOR SUBMITTING THE TENDER

Pursuant to Articles 21 and 30, paragraph 3, item 1 of the Public Procurement Law ("Official Gazette of the Republic of Serbia" no. 116/08), the Procurement Department, Material resources sector of the Ministry of Defence invites the tenderers to submit their written tenders in accordance with the tender documentation, and based upon the announced public invitation for the award of procurement of goods in an open procedure, per lots.

The tender has to be completely prepared in accordance with the Public Procurement Law ("Official Gazette of the Republic of Serbia" no. 116/08), tender documentation and it has to meet all the conditions for participation in the public procurement procedure.

1. SUBMITTING A TENDER

A tenderer submits the tender either by registered mail or personally to the address: the Ministry of Defence, Material Resources Sector, Procurement Department, 15 Nemanjina St., 11000 Belgrade.

In case that the tender value exceeds 300,000,000.00 dinars, a tenderer is obliged to submit a tender and tender copy in two separate envelopes (with identical documentation) in accordance with Article 58 of the Public Procurement Law.

The following has to be stated on the envelope: **"TENDER-DO NOT OPEN" FOR PUBLIC PROCUREMENT no. 286/12 – drive fuels.**

The tender is considered to be in due time if it is **submitted** to the Ministry of Defence, the Procurement Department Belgrade, 15 Nemanjina Street, parterre, office no. 015, **twenty three days as of the date of the public invitation announcement in "The official Gazette of the Republic of Serbia", by 09.45 a. m. at the latest.**

An untimely tender will be considered the one not being delivered until the date and time stated in the invitation, i.e. **by 09.45 a. m. on the twenty third day as of the date of public invitation announcement in "The official Gazette of the Republic of Serbia".**

The customer's commission for public procurement will return to the tenderers an untimely submitted tender unopened, specifying that it is submitted untimely.

2. TENDERS OPENING PROCEDURE

Public opening of the tenders will be carried out **after the expiry of the last date for submission of offers, i.e. twenty three days as of the date of the public invitation announcement in “The official Gazette of the Republic of Serbia” at 10 a. m.**, on the premises of the Ministry of Defence, Material Resources Sector, Procurement Department, Belgrade, 15 Nemanjina St, parterre, conference hall no. 013. In case this 23rd day is a non-working day, the offers will be opened on the first following working day, at the designated time and place.

After opening of tenders in public a commission will examine and evaluate it.

Prior to the beginning of the public opening of tenders, the tenderers' representatives present shall submit to the Commission of the Procurement Department a proxy, i.e. written authorization for participating in the open procedure. The proxy shall contain the number, date, seal and signature of the authorized person.

The decision on awarding the public procurement contract will be made within 30 (thirty) days from the date of the public opening of offers.

Sincerely,

DIRECTOR

Dragana Petrović, dipl.ecc.

INSTRUCTION TO A TENDERER CONCERNING TENDER PREPARATION

1. SUBJECT OF PUBLIC INVITATION

The subject of the public procurement in an open procedure, according to lots, is goods – drive fuels, formed into 5 (five) lots, according to the following:

Lot Item No.	NAME OF THE LOT	Unit of measure	Quantity
1.	Leadless fuel Premium BMB 95	l	1.000,000.00
2.	Diesel engine fuel Euro Diesel class “D”	l	800,000.00
3.	Diesel engine fuel Diesel D2 class “D”	l	1,000,000.00
4.	Aviation fuel AB-100/130	kg	60,000.00
5.	Jet fuel GM-1 type	kg	2,000,000.00

Requirements concerning environmental conditions (moderate climate) as per SRPS EN 590:

Diesel fuel characteristics	Unit	BORDER VALUES					
		Class A	Class B	Class C	Class D	Class E	Class F
CFPP (filterability point)	⁰ C, maximum	+5	0	-5	-10	-15	-20

The tenderer may submit a tender for a tender as a whole or per particular lots. The tenderer is obliged to state in the offer whether the offer refers to the whole procurement or one of the lots. In case that the offer refers to the whole procurement, it has to allow the evaluation of each separate lot.

The tenderer is obliged to tender according to type, required technical characteristics and quantities of the public procurement subject.

For the total contracted quantities of fuel the allowed deviation from the delivery is up to 4% due to transportation tanks, with the consent of the tenderer and the customer.

The customer reserves the right to cancel the public procurement procedure out of impartial and verifiable reasons in accordance with Article 79 of the Public Procurement Law ("Official Gazette of the Republic of Serbia" no. 116/08).

2. TENDER CONDITIONS

In case that the tender value exceeds 300.000.000,00 dinars, a tenderer is obliged to submit a tender and tender copy in two separate envelopes, otherwise the tender will be refused as incorrect.

A tender is considered to be correct if a tenderer submits the following documentation (otherwise the tender will be rejected as invalid):

2.1. A completed, signed and sealed form “tenderer’s data” (*Enclosure no.2*).

2.2. A completed, signed and sealed master copy of a tender form including price structure and offered goods specification (*Enclosures no. 3, 3-1, 3-2, 3-3, 3-4 and 3-5, depending on the offered goods*).

2.3. A completed, signed and sealed evaluation form of meeting requirements (*Enclosure no. 4*).

2.4. Documents from Article 45 by which meeting requirements pursuant to Article 44 of the Public Procurement Law (“Official Gazette of the Republic of Serbia” no. 116/08), is proved according to the following:

2.4.1 A certificate of economic operator registration or Decision on registering the economic operator in the Registry, *not older than 6 (six) months from the date of the public invitation announcement*.

2.4.2 A certificate of economic operator registration which proves a tenderer’s establishment.

2.4.3 A certificate of the Commercial Court or the Business Registers Agency that within 2 (two) years before the public invitation announcement, a valid court ban on doing business which is the object of the public procurement has not been put on the tenderer, *issued after the date of the public invitation announcement*.

2.4.4 A certificate of the Magistrate or the Business Registers Agency that within 2 (two) years before the public invitation announcement, a valid administrative ban on doing business which is the subject of the public procurement has not been put on the legal subject; *issued after the date of the public invitation announcement*.

2.4.5. A certificate of the Tax Authority of the country where the head office is, that is, a certificate of the Republic Administration of Public Revenues on settling all tax liabilities and other payments for the current year, *not older than 6 (six) months from the date of the public invitation announcement*.

2.4.6. A local authority certificate on meeting tenderer's liabilities on the ground of local public revenues, *not older than 6 (six) months from the date of the public invitation announcement*.

2.4.7. A certificate of an authorized tax officer or of an authorized officer that the tenderer is currently in the process of privatization (only for those tenderers who are currently in the process of privatization), *not older than 6 (six) months from the date of the public invitation announcement*.

RECOMMENDATION TO A TENDERER: In the request for issuing a certificate of the authorized Commercial Court or the Business Registers Agency and from the Magistrate (points 2.4.3. and 2.4.4.) **a tenderer should demand that the data in criminal record are checked to the day of announcing the public invitation** (the correct date of announcing

the public invitation should be stated, so that the certificate would be related to the period of two years ago from the date of the public invitation announcement, not to the day of issuing a certificate.

NOTE: If a country where the head office of the tenderer is does not offer the demanded proofs (points 2.4.1. to 2.4.7.), a tenderer can, instead of the proofs, enclose his written statement made under the criminal and material liability, certified at court or by administrative authorities, notary or other competent authority of the country. A customer will check meeting requirements stipulated by the law.

2.4.8. Report on solvency for public procurement for the years 2009, 2010 and 2011, or Balance Sheet and Income Statement for 2009, 2010 and 2011, auditor's opinion for 2011 and the proof of sorting the legal entity (statement, certificate, etc.).

Small legal entities and entrepreneurs are not obliged to submit a report from the authorized auditor for the financial report for the year 2011.

NOTE:

Necessary financial and business capacities mean that the Tenderer's Balance Sheet and Income Statement for 2011 shows no loss which is higher than the amount of the capital.

If the Tenderer does not meet the specified requirement, the tender will be rejected as invalid.

NOTE: in case that a group of tenderers submits joint tender, the said group shall submit, in addition to previously mentioned documents for each from the group, a legal decision on joint procurement if their offer is the most favourable one. In this decision, the responsibility of each party of the tenderer group for the contract fulfillment shall be precisely defined. The tenderers of the group jointly take absolute responsibility in front of the customer.

2.4.9. Sufficient technical and personnel capacity means that the tenderer possesses the following:

- License for storing of oil and oil derivatives or license from storage owners from which the storage space is leased out for a period of at least 12 months, from the date of publishing of the public invitation, on the basis of the Energy Law ("Official Gazette of RS", no. 57/11), the Ordinance on the technical and other requirements for liquid fuels from oil ("Official Gazette of RS", no. 64/11) and the Regulations on the minimum technical requirements for trading in oil and oil products ("Official Gazette of RS", no. 62/11).
- An appropriate proof on owning a storage or leasing out a storage from the licensed storage owner, for the period of at least 12 months from the date of publishing of the public invitation, for placing and storing the offered goods.
- Certified review of the available means for the transportation of the offered goods.
- A statement with the description of the technical equipment for the subject procurement.
- Statement about crucial technical personnel and other experts that work for the tenderer, and that will be responsible for the contract fulfillment, as well as about people responsible for the quality control.

NOTE: Documents stated in point 2.4. may be sent as unverified copies that the customer shall keep. The tenderer whose tender is the most favourable is shall, within 3 (three) days from the day of the customer's written request receipt send the master copy or verified proof photocopies from point 2.4. (except point 2.4.8. and 2.4.9.), which the customer keeps. If the requested documents are not submitted within the quoted term, the tender will be rejected as incorrect.

2.5 Declaration of the Product Conformity i.e. a Test Report, for each lot separately, which shows fulfillment of requirements stipulated in the Guidelines on technical and other requests for liquid fuel of petroleum origin (“Official Gazette of the Republic of Serbia”, No. 64/11).

If a tenderer does not submit the Declaration or the Test Report as per the Rulebook on technical and other requests for liquid fuel of petroleum origin (“Official Gazette of the Republic of Serbia”, No. 64/11), the tender will be rejected as incorrect.

2.6 A Proof of the origin of the goods (for the indigenous goods, kindly submit a Certificate of the Chamber of Commerce of Serbia).

2.7 The following completed, signed and sealed statements:

- Statement which indicates that the tenderer met obligations that come from the current regulations concerning safety at work, employment and working conditions (*Enclosure no. 5*).
- Tenderer’s statement given under full material and criminal liability which indicates that the tenderer settled all due business liabilities in accordance with the regulations of the country where the head office is (*Enclosure no. 6*).
- Tenderer’s statement, given under full material and criminal liability that he shall inform the customer about the business change which came into effect within 5 days (*Enclosure no. 7*).
- Tenderer’s statement which indicates that the tenderer will obey accessibility standards for the disabled persons (*Enclosure no. 8*).
- In case that a tenderer acts independently, he has to submit the following:
 - A Statement that he does not act with a co-tenderer (*Enclosure no. 9*)
- In case that a tenderer involves a co-tenderer, the tenderer has to submit the following:
 - a completed form “co-tenderer involvement” (*Enclosure no. 10*)
 - a completed form “co-tenderer’s data” (*Enclosure no. 10a*)
 - documents from Article 45 by which meeting requirements of a co-tenderer pursuant to Article 44 of the Public Procurement Law are proved (“Official Gazette of the Republic of Serbia”, no. 116/08) (*Enclosure no. 10b*)

For all his co-tenderers stated in the tender, the tenderer has to submit proofs about fulfillment of conditions necessary for participation, and in the same way it was requested for a tenderer.

- In case that a group of tenderers submits a joint tender, the group has to submit the following:
 - A Legal decision through which the group is obliged to carry out procurement mutually, in case that the joint tender was evaluated as the most favourable. Responsibility of the tenderer for contract fulfillment has to be precisely determined by the legal decision on mutual procurement carrying out. Tenderers from the group of tenderers jointly take absolute responsibility in front of the customer.
 - Proofs about fulfillment of conditions necessary for participation, for all tenderers from the group of tenderers that submitted joint tender (*Enclosure no. 2, 5, 6, 7 and 8*).

2.8 A financial security instrument in support of a tender:

- **Blank bill of exchange** (only signed and stamped fully in accordance with the deposited signature card). Blank promissory note must be recorded in the register of bills and authority that leads the National Bank of Serbia in accordance with the Decision on the conditions, the keeping of the register of bills and authorization (“Official Gazette of RS”, no. 56/11).

- **A copy of the deposited signature card with the bank**, with a clearly visible deposited signature and the tenderer's company stamp, certified by the original bank stamp with date of verification.
- **Bill of exchange authorization** that a bill of exchange in the amount of 3% of the tender value may be submitted for payment in case the elected tenderer does not sign the contract (*Enclosure no. 11*)

NOTE: Stamps and signatures on the bil of exchange, deposited signature card and on the bill of exchange authorization must be identical. After all liabilities under the subject contract have been settled, the customer undertakes to return the financial security instrument of the contract execution.

2.9 A tenderer's statement which shows that at signing a contract a tenderer will enclose financial security instrument of the contract execution (*Enclosure no. 12*).

NOTE: After all liabilities under the subject contract have been settled, the Purchaser undertakes to return the financial security instrument of the contract execution.

2.10 Sample contract, where the first page has to be completed, initialed and verified by sealing it (tenderer data), each page initialed and verified by the stamp, the last page signed and verified by the stamp, each page of the enclosures 1, 2 and 3 to the contract initialed and verified by the stamp, by which a tenderer confirms that he agrees with a sample contract contents. (*Enclosure no. 13*)

3. LANGUAGE

The tender and the other related tender documentation has to be clearly and explicitly written in Serbian language, except for the Quality Certificate which may be written in the English language. **Otherwise, the tender shall be rejected as incorrect.**

4. DELIVERY PERIOD AND PLACE OF DELIVERY

Delivery of goods will be done according to the Enclosure No. 1a (dispositions for delivery).

Delivery period: successively as per the dispositions and quantities by delivery places, not shorter than 5 (five) days from the date of contract signing and not longer than 30 (thirty) days from the date of contract signing.

Delivery as per the place and date shall be performed during working hours of the final users, from 07.00 a.m. to 2.30 p.m, and exceptionally after the working hours by the end of the day (i.e. the sunset).

The tenderer shall organize transportation of the goods to the end users, and the customer's end user shall, using their own transportation means, take over and transport aviation fuel AB-100/130 from the location of the tenderer .

5. CHANGES, SUPPLEMENTS AND CLARIFICATION OF THE TENDER DOCUMENTATION

Changes, supplements and additional clarification concerning tender preparation will be done in accordance with Article 32 of the Public Procurement Law. Questions related to tender documentation should be submitted to the following address: Procurement Department, 15 Nemanjina, Belgrade, with an indication "Questions concerning public procurement no. 286/12 – drive fuels", not later than 5 days before the tender submission deadline. A customer is obliged to,

within 2 days from the day of explanation request receipt, answer in a written form to all potential tenderers who received the documentation. Asking additional information and clarification by phone is not allowed.

6. WRITING A TENDER

6.1. Form of tender

A tender should be submitted in the received, master tender form from the tender documentation. A tenderer should send a tender in a written form. The tender is written by filling in the required data in the tender forms which are integral part of the tender documentation. **Each page of the tender form has to be verified, that is, sealed and initialed by the tenderer.**

It is advisable to have all the submitted tender documents striped and sealed, so that additional sheets or supplements cannot be put into, removed or replaced, without visually damaging the sheets or the seal.

A tenderer submits the tender in a sealed envelope, so that in the opening procedure, it can be checked whether it is closed in the same way as on submission. The envelope should state the following:

- **Name-tenderer name and address**
- **“TENDER – DO NOT OPEN” FOR PUBLIC PROCUREMENT no. 286/12 – drive fuels.**

Joint tender

A group of tenderers can submit a tender – joint tender (Article 50 of the Public Procurement Law). If the joint tender is evaluated as the most favourable, the customer will, before signing of a contract demand from the group of tenderers to deliver a legal act on joint participation (master copy), by which they are obliged to perform joint procurement and regulate the obligations of each participant in the public procurement realization. The legal act must specify responsibility of each single tenderer in the public procurement realization. The tenderers from a group of tenderers are jointly responsible towards the customer. A group of tenderers should appoint one of the members to act and undertake necessary actions in relation to the customer.

The authorized tenderer – tender bearer submits a bill of exchange and the bill of exchange authorization, documents from Enclosure no. 4 of the tender documentation, completed sample contract and all forms and statements from the tender documentation.

Other tenderers from the group of tenderers submit documents from enclosure 4 of the tender documentation, as well as forms - statements (**Enclosure no. 2, 5, 6, 7 and 8**).

In case of submitting a joint tender, all tenderers from the group of tenderers will be stated in the sample contract.

A co-tenderer’s tender

In case of acting with a co-tenderer, a tenderer should deliver completed forms – documents for co-tenderers (**Enclosures no. 10, 10a and 10b**). If there are more co-tenderers, it is necessary that those forms are copied and completed for each single co-tenderer. In case of submitting a tender with a co-tenderer, all the co-tenderers from the group of co-tenderers will be stated in the sample contract.

NOTE: A tenderer that submitted a tender independently cannot at the same time participate in the joint tender or as a co-tenderer.

6.2. Technical specification

The type and quantity of the public procurement are given in Enclosure no. 1a of the tender documentation.

For all required goods, technical and other requirements must be met in accordance with the Rulebook on technical and other requests for liquid fuel of petroleum origin (“Official Gazette of the Republic of Serbia”, no. 64/11).

If the required technical characteristics have not been met, the tender will be rejected as inappropriate.

6.3. Price

The price of goods should be stated in dinars, individually and totally - with and without value added tax. The amount of VAT should be stated separately, in percentages and dinar value.

The tenderer may offer the tender price in Euros, and the price will be converted into dinars on the day of tender opening, according to the average exchange rate of the National bank of Serbia as of that day.

Price offer should be shown by completing an Offer Form, which is submitted in Enclosures no. 3-1 and 3-5 of the tender documentation (Price structure with value added tax and completion instruction).

Price is related to unit of measure for offered goods and is understood for the delivery to the warehouses of the Customer’s end user, and for aviation fuel AB-100/130 it is understood to the warehouses of the tenderer.

If the price shown is extremely low, the Commission of the Customer will act in compliance with Article 57 of the Public Procurement Law (“Official Gazette of the Republic of Serbia”, no. 116/08).

A tenderer and customer are obliged to do a calculation check of the tender. In accordance with Article 58, paragraph 3 of the Public Procurement Law, after completion of tender opening procedure, the customer shall, with the approval by the tenderer, correct calculation errors noted in the process of the offer assessment.

The price is fixed and can not be changed until the final execution of the contract.

6.4. Payment deadline

Payment deadline shall be successively within **at least 30 days** from the date of supplying the goods. The date of supplying the goods shall be the date when the tenderer handed over the goods to the carrier for transportation, regardless of the fact whether the transportation of the goods was organized by the Tenderer or the Customer, pursuant to Article 14, paragraph 1, item 1 of the Law on Value Added Tax (The “Official Gazette of the Republic of Serbia no. 84/04, 86/04, 61/05, 61/07 and 93/12). The tenderer shall send an invoice to the Military Postal Unit 9808 Belgrade (5, Mije Kovačevića Street), based on the confirmed document on the successful takeover of the goods by the Customer’s end user.

If the deadline is shorter than the one requested, the tender will be rejected as incorrect.

The invoice is issued by a tenderer, on the basis of the confirmed document on successful take-over of goods by the final user within 7 days from the delivery date. If a tenderer does not submit the complete payment documentation as specified in the contract, within the time limit, the payment deadline will be prolonged for as many days as the tenderer was late in submitting the payment documentation.

In order to enable the customer to effect the payment within the contracted period for the delivered goods, the tenderer is liable to submit to the the Military Postal Unit 9808 a duly signed and stamped invoice in 2 copies, made with reference to the signed contract, with indicated types, quantities and values of the delivered goods, recipient’s Military postal unit and the delivery date. If the tender fails to submit the invoice for the payment of the delivered goods within 7 (seven) days as of the

date of delivery of the goods, the period for payment is extended for the period of delay in delivery of the invoice.

6.5 Quality

The quality of the goods has to be in accordance with the Rulebook on technical and other requirements concerning liquid fuels of petroleum origin ("Official Gazette of the Republic of Serbia", no. 64/11), and Rulebook on amendment of Rulebook on technical and other requirements for liquid fuels of petroleum origin ("Official Gazette of the Republic of Serbia", no. 128/07, 5/09), and the quantities of the delivered batch shall not be older than six months.

Delivered goods must, on the whole, respond to quality requirements, and it can be proved by a certificate on quality for delivered quantity (A Test Report) of the authorized producer entities or by an independent accredited laboratory.

If it is noticed that the delivered goods do not meet the required quality, the Customer (end user) will place them at tenderer's disposal, who is obliged to take them over and replace within 15 (fifteen) days from the day of noticing inadequate quality.

6.6 Manner of quality control and determining the quality

The tenderer is to submit, with each delivery to the end user of the goods, a Certificate on Quality for the delivered quantity of goods (Testing Report) issued by the authorized entities of the producer or an independent accredited laboratory.

Delivery note and the Certificate on Quality must be harmonized, i.e. it must be clearly stated in the delivery note that it refers to the goods stated in the Certificate on Quality.

Quality control will be performed by tenderer's quality control department and the Customer's end users committee. If there is a need for a joint quality control of the goods, the customer and the tenderer shall appoint a joint expert committee. If the two sides in the joint committee do not agree in their assessment of the quality of delivered goods, samples will be taken and submitted for quality analysis in the fuel and grease laboratory of MTI DTD MRS MoD. If the tenderer does not accept the quality assessment by the fuel and grease laboratory of MTI DTD MRS MoD, he can request, at his own expense, an additional analysis performed by an independent licensed laboratory.

If the delivered goods do not meet required quality, the end user places them at the tenderer's disposal, and the tenderer is obliged to take them over and replace within 15 (fifteen) days from the day of noticing inadequate quality.

6.7 Quantity and Quality acceptance of the goods

Quantity and Quality acceptance of the goods and elaboration of the material documentation shall be performed by the end users' commissions, in the presence of the person who delivered the goods in the name of the tenderer. Based on the delivery note submitted by the tenderer, and signed and stamped by the customer's end user, a Quantity and Quality Acceptance Report is made as per the Enclosure No. 1b (Fuel Handing Over Report), signed by the end user's commission and the person who delivered the goods in the name of the tenderer, and certified by the end user's stamp.

The tenderer shall submit the delivery note and the Quality Certificate to the customer's end user, for each delivery of goods. The Fuel Handing Over Report is made by the end user, and signed by the end user's commission and the person who delivered the goods in the name of the tenderer, certified by the end user's stamp.

The end user's commission shall, in the presence of the person who performs the delivery of the goods in the name of the tenderer, perform the visual quality control before discharge, determining colour, mechanical filth presence and water, take samples and send them for quality analysis to the fuel and grease laboratory of MTI DTD MRS MoD. If visual control causes doubts concerning quality of the goods, the acceptance of goods will be discontinued. In that case the customer and the tenderer shall appoint a joint expert committee for sampling of goods and determining their

quality. If the tenderer does not accept the quality assessment by the fuel and grease laboratory of MTI DTD MRS MoD, he can request, at his own expense, an additional analysis performed by an independent licensed laboratory.

Commission recipient is required to transport containers from each take two samples of goods, namely: the top, middle and bottom of the vessel. Samples taken from a real one mixed sample for each particular container transport, which sends Laboratories for fuels and lubricants VTI UOT SMR MO, and other samples taken in the prescribed manner kept as controls. After confirming the satisfactory quality of the Laboratory for fuels and lubricants VTI UOT SMR MO, reference sample well can return the goods delivered to the system.

End users' commission will begin the process of acceptance of goods if the engaged transport meets the prescribed requirements concerning transport of dangerous, inflammable and explosive materials and other provisions from this field. Commission of the end user takes over the goods according to the delivery note, verifying the quantities by measurement done no later than 30 minutes after the tanker arrival.

If the delivered goods arrive to disposal in faulty condition (if the tanker leaks, if the tanker, measurement rod and plates have not been calibrated, if visual quality control finds water, mechanical filth, turbidity, sediment, stratification, changes of the characteristic colour or smell, if the variation is more than $\pm 0.15\%$ for diesel fuel and jet engine fuel GM-1 type, i.e. $\pm 0.20\%$ for petrol, from the quantity given in the delivery note measured by the measurement rod and if the quantities of delivered lot are older than 6 months), end users' commission will not perform acceptance of goods, and it will be considered as the tenderer never delivered them. In this case the end users' commission starts the complaint procedure concerning goods.

If the delivered goods arrive to disposal in proper condition, end user' commission will determine the quantity of the goods in the transportation vehicle using scales calibrated by the official authority within the legal boundaries or using other types of scales determined by the Regulation on Measuring Units and Instruments (flowmeter, calibrated tank and the table of volume, calibrated fuel tanker vehicle and its table of volume, measurement rod and meters, etc.). Calibrated plates must be original and the copies sealed by original seal, measurement rod stamped by the appointed authorised organisation. The delivered and measured quantity is to be transferred into volume units corresponding the referent temperature of 15°C , according to the SRPS B.H8.002 standard in order to compare the quantity within the vehicle with that given in the delivery note. The procedure is as follows:

- a. if the variation is not more than $\pm 0.15\%$ for diesel fuel and jet engine fuel GM-1 type, i.e. $\pm 0.20\%$ for petrol from the quantity given in the delivery note, the end user will acknowledge the variation and stamp the delivery note.
- b. if the variation in the transportation means is more than $\pm 0.15\%$ for diesel fuels and jet engine fuel GM-1 type, i.e. $\pm 0.20\%$ for petrol from the quantity given in the delivery note, the end user will start the complaint procedure with the tenderer for the variation exceeding the allowed discrepancy of $\pm 0.15\%$ for diesel fuel and jet engine fuel GM-1 type, i.e. $\pm 0.20\%$ for petrols. The tenderer is obliged to send the complaint commission within 36 hours in order to resolve the complaint, upon which joint report will be made.

The tenderer is obliged to deliver in liters leadless fuel Premium BMB 95, Diesel engine fuel Euro Diesel class "D", and Diesel engine fuel Diesel D2 class "D", and to perform delivery in kilograms for aviation fuel AB-100/130 and jet fuel GM-1 type. Otherwise the conversion to liters or kilograms will be done in accordance with the SRPS H8.016 standard.

6.8. Guarantee

Shelf life guarantee for delivered goods must be **at least 36 (thirty-six) months** from the date of the quality acceptance.

The warranty period starts from the date of the report on the quality acceptance of the goods.

In case that the tenderer cannot provide the required warranty period, the tender will be rejected as incorrect.

6.9 Data confidentiality

Those data the tenderer reasonably **marks as confidential** will be used only for the purposes of the tender invitation and will not be available to anybody outside a circle of individuals involved in the public procurement procedure. Those data will not be announced on the occasion of tenders opening procedure or in the continuation of the procedure, or later on.

As confidential, a tenderer can mark those documents containing personal data, which are not included in any public register or available in any other way, as well as business data regulated or marked as confidential by a tenderer's internal regulations.

The Commission of the Procurement Department, will treat, as confidential, those documents which, in the top right corner read "**Confidential**" in capital letters, with a signature of a person having signed the tender below. If only a particular datum of a document is considered to be confidential, the confidential part must be underlined in red, and on the same line, next to the right margin, it must be written "Confidential".

The Procurement Department Commission is not responsible for the confidentiality of the data which are not marked in the mentioned way.

6.10. Contractual penalty

If the tenderer does not deliver the goods within the contracted period, he is obliged to pay contractual penalty to the customer in the amount of 0.2 % (percent) per day for every day of delay. The contractual penalty **cannot exceed 5 % of the total value of the goods delivered with a delay.**

The collection of payment of the contractual penalty shall be made by the customer, i.e. Military postal unit 9808 Belgrade, by reduction from the invoice when paying for the delivered goods, without the prior notification.

If a tenderer does not meet contract requirements, unilaterally terminates a contract or delays the delivery of goods behind the schedule specified in the above mentioned criminal provisions (above 25 days), a customer reserves the right, without the approval of the tenderer, to submit for payment to the bank guarantor the deposited financial security instrument – bill of exchange, **in the amount of 10% of the total value of undelivered goods.**

If the tenderer fails to replace the defective goods or fails to settle the complaint, the customer can, without the consent of the tenderer, submit for payment to the bank guarantor the deposited financial security instrument – bill of exchange, in the amount of 10% of the value of the goods which are not replaced with the goods of proper quality or for which he failed to settle the received written complaint within the contracted time period.

The customer reserves the right to unilaterally terminate a contract due to the previously mentioned reasons and in the same way activate the payment security instrument – bill of exchange, without allowing additional delivery deadline.

After signing the contract, the customer shall submit the contract liabilities security instrument – two blank bill of exchanges (only signed and stamped in accordance with the deposited signature card), certified copy of the deposited signature card of the authorized person by a competent bank (stamp not older than 30 (thirty) days as of the date of contract signing), and completed authorization bill of exchange (two copies).

After all the liabilities under the subject contract have been met, the customer is obliged to return to the tenderer issued **instruments of the contract execution.**

7. MISTAKES CONCERNING QUALITY (MAKING COMPLAINTS)

The customer (the end user of the goods) will make a report on taking over the goods on the occasion of delivery, at the location of delivery. In case of established defects concerning quality and obvious faults (complaint), **a tenderer has to remove them within 15 (fifteen) days from the day of the complaint minutes receipt at the latest.**

The tenderer's end user undertakes the complaint procedure in case that the quality of the delivered goods do not meet the conditions specified by the Rulebook on technical and other requests for liquid fuel of petroleum origin ("Official Gazette of the Republic of Serbia" No. 64/11) and in case that the quantities of the delivered batch are older than six months.

The tenderer's end user undertakes complaint procedure by summoning the tenderer's officer in charge of complaint and makes the commission report on the established condition which he submits to the customer and the Military Post 1102 Belgrade. The customer is to make a written claim which he shall submit to the tenderer within 15 (fifteen) days as of the date of establishing the reason for submitting the claim.

If the commissions of the customer and tenderer disagree on the subject of the complaint, the decision made by the independent accredited laboratory is accepted as final.

If the deadline for settling the claim is longer than requested, a tender will be rejected as incorrect.

8. MISTAKES CONCERNING QUANTITY (MAKING COMPLAINT)

The customer's final user undertakes the complaint procedure in the following cases:

- If the goods were delivered in damaged conditions (the tank is leaking; the tank, measurement rods and plates are not calibrated; organoleptic inspection has detected in the derivatives the presence of water, mechanical filth, sediments, turbidity, stratification, changes in characteristic colour and smell),
- if the difference between the quantity in the transporting vehicle exceeds $\pm 0.15\%$ for diesel fuel and jet engine fuel GM-1 type or $\pm 0.20\%$ for petrols of the quantity stated in the delivery note and measured with measuring batten (rod),
- if the quantities of the delivered batch are older than six months,
- when the difference between the quantity declared in the delivery note and the quantity determined on acceptance exceeds $\pm 0.15\%$ for diesel fuel and jet engine fuel GM-1 type, or $\pm 0.20\%$ for petrols, and
- when the quality of the delivered goods does not meet the conditions prescribed by the Rulebook on technical and other requirements concerning liquid fuels of oil source ("Official Gazette of the Republic of Serbia", No. 64/11).

The tenderer shall within 36 hours inform the claim settlement commission, and the joint report is to be made accordingly.

9. VARIANT OFFER

The offer which includes variants **is not allowed.**

10. VALIDITY OF THE OFFER

The offer must be valid **at least 60 (sixty) days from the day of tender opening.**

11. REFUSING OFFERS

According to the Article 78 paragraph 1 of the Public Procurement Law the customer is obliged to, after inspection and evaluation of the offer, refuse inaccurate and inappropriate offers, and he can even refuse an unacceptable offer.

12. TERMINATION OF THE PROCUREMENT PROCEDURE

The customer terminates the procedure if requirements for the choice of the most favourable offer are not met and, due to objective and provable reasons, which could not be predicted before starting the procedure (according to Article 79 of the Public Procurement Law), and because of this the same offer will not be repeated during the same budget year. The customer will explain the decision and state the reasons for stopping the procedure.

13. TENDER EVALUATION CRITERION

Decision on the choice of the most favourable tender will be made by applying the criterion of „**the lowest offered price**“. After completion of a tender evaluation and ranking the most favourable tender will be chosen.

In cases when there are tenderers offering the subject goods of local origin and tenderers offering the subject goods of foreign origin, the provision of article 52, paragraph 10 of the Public Procurement Law shall apply. **The tenderer offering the goods of local origin, shall, as an integral part of the offer, submit a proof on the local origin of the goods. The said proof is the Certificate on local origin of the goods, issued by the Serbian Chamber of commerce** (Rules on establishing the proofs based on which it is determined that the tender was submitted by a local tenderer and for determining the goods of local origin, “the Official Gazette of the Republic of Serbia”, No. 50/09).

In case that after completion of tender ranking two independent, accurate and appropriate tenders have the same price, a customer will apply a subsidiary condition – shorter delivery period, and in case of the same price and the equal delivery period, the offer with longer payment deadline will be elected.

14. DECISION ON THE AWARDING OF THE PUBLIC PROCUREMENT CONTRACT

The public procurement commission composes a written report about the tender evaluation report, upon which the Decision on the selection of the most appropriate tender is made.

After the choice of the most appropriate tender the customer will inform all tenderers about the decision on the selection of the most appropriate tender within three days from the day of making the decision.

If the tenderer whose tender has been selected rejects or does not sign a contract on public procurement on the date specified in the written invitation, the customer can sign a contract with the subsequent most appropriate tenderer (Article 82 paragraph 2 of the Public Procurement Law).

A contract will be signed with the selected tenderer on receiving approval on draft contract by the Directorate for Property and Legal Issues of the Ministry of Defence, after the termination for submitting demand for tenderers` rights protection from Article 107 of the Public Procurement Law.

15. NEGATIVE REFERENCES

A customer can, on the basis of proofs which confirm that the tenderer did not fulfill his obligations concerning previously signed contracts, for the same procurement (legal court sentence,

document about realized means for providing fulfillment of contractual obligations, statement about contract termination due to unfulfilled obligations) in compliance with Article 47 of the Public Procurement Law, refuse the offer.

16. PROTECTION OF TENDERERS` RIGHTS

In case that the tenderer thinks that during the public procurement procedure his rights were violated, he can submit a demand for rights protection, that is, he can act in compliance with the regulations of the Public Procurement Law (Articles 107-118) concerning rights protection of the tenderer and public interest.

A tenderer submits the demand to the customer directly or registered by post within 8 days from the day of the receipt of the decision on the most favourable offer choice.

A tenderer is obliged to enclose, together with the demand, an evidence of tax payment of 60.000,00 dinars on the current account no. 840-742221843-57, module 97, reference no. 50-016, purpose: Republic Taxes, user: Budget of the Republic of Serbia.

DELIVERY DISPOSITIONS

Lot Item No.	Lot Item No.	Lot Item No.	Quantity	Quantity		
				2078/2 Knić	2079/2 Prokuplje	9858 Batajnica – Vrdnik
1.	Leadless fuel Premium BMB 95	1	1,000,000.00	0.00	1,000,000.00	0.00
2.	Diesel engine fuel Euro Diesel class “D”	1	800,000.00	800,000.00	0.00	0.00
3.	Diesel engine fuel Diesel D2 class “D”	1	1,000,000.00	600,000.00	400,000.00	0.00
4.	Aviation fuel AB-100/130	kg	60,000.00	0.00	0.00	60,000.00
5.	Jet fuel GM-1 type	kg	2,000,000.00	1,000,000.00	0.00	1,000,000.00

MILITARY POST CODE

No. _____

HANDING OVER REPORT No. _____

Bill of lading	Date	Delivered by	Name and surname of the driver	ID	Registration	Carrier

FUEL MEASURED IN CAR TRAILERS AND WAGON TANKERS

No.	Trailer no.	Measured at pick up			Plates			Shipping quantity			Pick up quantity			Variation at 15°C (liters)
		Water (l)	γ_t	t °C	$\gamma_{15^\circ\text{C}}$	$\gamma_{15^\circ\text{C}}$ shipped	Fkz	H (mm)	l per t	l at 15°C	H (mm)	l per t	l at 15°C	
GRAND TOTAL														

FUEL MEASURED ACCORDING TO THE DIMENSIONS OF THE TANK AND CAPACITY TABLE

No.	Trailer no.	Measured at pick up			Plates			Shipping quantity			Pick up quantity			Variation at 15°C (liters)
		Water (l)	γ_t	t °C	$\gamma_{15^\circ\text{C}}$	$\gamma_{15^\circ\text{C}}$ shipped	Fkz	H (mm)	l per t	l at 15°C	H (mm)	l per t	l at 15°C	
GRAND TOTAL														

FUEL MEASURED ON CAR BALANCE

No.	Measured at pick up			Plates			Measured at shipping			Measured at pick up			Quantity at 15°C		
	Water (l)	γ_t	t °C	$\gamma_{15^\circ\text{C}}$	$\gamma_{15^\circ\text{C}}$ shipped	Fkz	Gross (kg)	Tare (kg)	Net (kg)	Gross (kg)	Tare (kg)	Net (kg)	shipped (kg)	picked up (kg)	variation (kg)
GRAND TOTAL															

FOR THE CONTRACTOR

SEAL

CUSTOMER'S BOARD

TENDERER DATA

Data should be written in blank space

TENDERER NAME:	
ADDRESS:	
CONTACT PERSON:	
PHONE:	
PHONE/FAX:	
TAX PAYER NUMBER:	
VAT REGISTRATION CERTIFICATION NO.	
BANK ACCOUNT NUMBER AND BANK NAME:	
IDENTIFICATION NUMBER:	
REGISTER NUMBER:	
ACTIVITY CODE:	

AUTHORIZED PERSON CONFIRMS AND PERSONALLY GUARANTEES THAT THE DOCUMENTS ENCLOSED WITH THE TENDER ARE TRUE TO THE ORIGINAL AND THAT THEY ARE VALID ON THE DAY THE TENDER WAS SUBMITTED, CONCERNING STATED FACTS.

Place and date:

Tenderer:

(name and surname of the authorized person)

LS
(legible seal mark)

(complete signature)

TENDER FORM WHICH INCLUDES THE PRICE BREAKDOWN

Tenderer _____
Tender number _____
Date _____
Place _____

I. On the basis of invitation for submitting tenders in open procedure printed in “Official Gazette of the Republic of Serbia” no. _____ on _____, in compliance with Article 21 of the Public Procurement Law, we tender for energy substances (drive fuels), as follows in enclosure:

II. A tenderer acts (circle):
a) independently
b) with co-tenderer
c) joint tender

III. It is stated whether a tender is related to the whole procurement or individual lot:
Tender is related to (circle):
A) the whole procurement
B) lot 1
C) lot 2
D) lot 3
E) lot 4
F) lot 5

NOTE:
Each page of the form has to be verified by seal and initialized by the tenderer.
In case of a joint tender the form is to be signed (initialized) and verified by seal by all members of the tenderer group.

Place and date:

LS
(legible seal mark)

Tenderer:

(name and surname of the authorized person)

(complete signature)

TENDER TERMS

For lot 1 Leadless fuel Premium BMB 95

Leadless fuel Premium BMB 95, 1,000,000.00 l , at the individual price of [] dinars or €/l, VAT excluded.

Total value, VAT excluded [] dinars or € for the quantity of 1,000,000.00 l.

VAT amount [] %.

VAT amount [] dinars or €.

Price (including value added tax) [] dinars or € for the quantity of 1,000,000.00 l.

Payment deadline successively (it cannot be shorter than 30 days): [] days from the supplying the goods.

Delivery deadline: successively (not shorter than 5 days and not longer than 30 days): .. [] days from the day of signing the contract.

Shelf life guarantee – (not less than 36 months) is [] months from the day of the quality acceptance of goods.

Tender is valid at least (at least 60 days): [] days from the day from the tender opening.

Deadline for claim settlement (no longer than 15 days) [] days from the day of the complaint minutes receipt.

Delivery place: according to dispositions in Enclosure no. 1a.

Place and date: _____

Tenderer:

(name and surname of the authorized person)

LS
(legible seal mark)

(complete signature)

PRICE BREAKDOWN WITH VAT, WITH THE INSTRUCTION HOW TO COMPLETE IT

Leadless fuel Premium BMB 95:

Ord. no.	Price elements	Value by measure unit (dinars or €)
1	Purchase price	
2	Margin	
3	Transportation (average price)	
4	Toll (average price)	
5	Ecology price (average price)	
6	Discount	
7	Value added tax	
8		
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	TOTALLY :	

NOTE: A tenderer fills in data only for those price elements in the form which make the goods price structure of the goods he submits the offer for. The tenderer can also add price elements which are not included in the form.

The tenderer shall transport the goods to the purchaser's end users.

Place and date:

Tenderer:

(name and surname of the authorized person)

LS
(legible seal mark)

(complete signature)

TENDER TERMS

For lot 2 Diesel engine fuel Euro Diesel fuel, class “D”

Diesel engine fuel Euro Diesel class “D”, 800,000.00 l, for the individual price of dinars or €/l, VAT excluded.

Total value without value added tax dinars or € for the quantity of 800,000.00 l.

Value added tax amount %

Value added tax amount dinars or €.

Total price (including value added tax) dinars or € for the quantity of 800,000.00 l.

Payment deadline successively (it cannot be shorter than 30 days): days from the day of the supplying the goods.

Delivery deadline: successively (not shorter than 5 days and not longer than 30 days): .. days from the day of signing the contract.

Guarantee deadline – (at least 36 months) is months from the day of the qualitative acceptance of goods.

Tender is valid at least (at least 60 days): days from the day from the tender opening.

Deadline for settlement of claims (no longer than 15 days) days from the day of the complaint minutes receipt.

Delivery place: according to dispositions in Enclosure no. 1a.

Place and date:

Tenderer:

(name and surname of the authorized person)

(complete signature)

LS
(legible seal mark)

PRICE BREAKDOWN WITH VAT, WITH THE INSTRUCTION HOW TO COMPLETE IT

Diesel engine fuel Euro Diesel class “D”

Ord. no.	Price elements	Value by measure unit (dinars or €)
1	Purchase price	
2	Margin	
3	Transportation (average price)	
4	Toll (average price)	
5	Ecology tax (average price)	
6	Discount	
7	Value Added Tax	
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	TOTALLY :	

NOTE: A tenderer fills in data only for those price elements in the form which make the goods price structure of the goods he is submitting the offer for. The tenderer can also add price elements which are not included in the form.

Place and date:

Tenderer:

(name and surname of the authorized person)

LS
(legible seal mark)

(complete signature)

TENDER TERMS

For lot 3 Diesel engine fuel Diesel D2 class "D"

Diesel engine fuel Diesel D2 class "D", 1,000,000.00 l, at the individual price of [] dinars or €/l, VAT excluded.

Total value, VAT excluded [] dinars or € for the quantity of 1,000,000.00 l.

VAT amount [] %.

VAT amount [] dinars or €.

Price (including value added tax) [] dinars or € for the quantity of 1,000,000,00 l.

Payment deadline successively (it cannot be shorter than 30 days): [] days from the supplying the goods.

Delivery deadline: successively (not shorter than 5 days and not longer than 30 days): .. [] days from the day of signing the contract.

Shelf life guarantee – (not less than 36 months) is [] months from the day of the quality acceptance of goods.

Tender is valid at least (at least 60 days): [] days from the day from the tender opening.

Deadline for claim settlement (no longer than 15 days) [] days from the day of the complaint minutes receipt.

Delivery place: according to dispositions in Enclosure no. 1a.

Place and date: _____

Tenderer:

(name and surname of the authorized person)

LS
(legible seal mark)

(complete signature)

PRICE BREAKDOWN WITH VAT, WITH THE INSTRUCTION HOW TO COMPLETE IT

Diesel engine fuel Diesel D2 class “D”:

Ord. no.	Price elements	Value by measure unit (dinars or €)
1	Purchase price	
2	Margin	
3	Transportation (average price)	
4	Toll (average price)	
5	Ecology price (average price)	
6	Discount	
7	Value added tax	
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	TOTALLY :	

NOTE: A tenderer fills in data only for those price elements in the form which make the goods price structure of the goods he submits the offer for. The tenderer can also add price elements which are not included in the form.

The tenderer shall transport the goods to the purchaser’s end users.

Place and date:

Tenderer:

(name and surname of the authorized person)

LS
(legible seal mark)

(complete signature)

TENDER TERMS

For lot 4 Aviation fuel AB-100/130

Aviation fuel AB-100/130, 60,000.00 kg, at the individual price of **dinars or €/l, VAT excluded.**

Total value, VAT excluded **dinars or € for the quantity of 60,000.00 kg.**

VAT amount **%.**

VAT amount **dinars or €.**

Price (including value added tax) **dinars or € for the quantity of 60,000.00 kg.**

Payment deadline successively (it cannot be shorter than 30 days): **days from the supplying the goods.**

Delivery deadline: successively (not shorter than 5 days and not longer than 30 days): .. **days from the day of signing the contract.**

Shelf life guarantee – (not less than 36 months) is **months from the day of the quality acceptance of goods.**

Tender is valid at least (at least 60 days): **days from the day from the tender opening.**

Deadline for claim settlement (no longer than 15 days) **days from the day of the complaint minutes receipt.**

Delivery place: according to dispositions in Enclosure no. 1a.

Place and date:

Tenderer:

(name and surname of the authorized person)

LS
(legible seal mark)

(complete signature)

PRICE BREAKDOWN WITH VAT, WITH THE INSTRUCTION HOW TO COMPLETE IT

Aviation fuel AB-100/130:

Ord. no.	Price elements	Value by measure unit (dinars or €)
1	Purchase price	
2	Margin	
3	Storage	
4	Discount	
5	Value added tax	
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	TOTALLY :	

NOTE: A tenderer fills in data only for those price elements in the form which make the goods price structure of the goods he submits the offer for. The tenderer can also add price elements which are not included in the form.

The tenderer shall transport the goods to the purchaser's end users.

Place and date:

Tenderer:

(name and surname of the authorized person)

LS
(legible seal mark)

(complete signature)

TENDER TERMS

For lot 5 Jet fuel GM-1 type

Jet fuel GM-1 type, 2,000,000.00 kg, at the individual price of **dinars or €/l, VAT excluded.**

Total value, VAT excluded **dinars or € for the quantity of 2,000,000.00 kg.**

VAT amount **%.**

VAT amount **dinars or €.**

Price (including value added tax) **dinars or € for the quantity of 2,000,000.00 kg.**

Payment deadline successively (it cannot be shorter than 30 days): **days from the supplying the goods.**

Delivery deadline: successively (not shorter than 5 days and not longer than 30 days): .. **days from the day of signing the contract.**

Shelf life guarantee – (not less than 36 months) is **months from the day of the quality acceptance of goods.**

Tender is valid at least (at least 60 days): **days from the day from the tender opening.**

Deadline for claim settlement (no longer than 15 days) **days from the day of the complaint minutes receipt.**

Delivery place: according to dispositions in Enclosure no. 1a.

Place and date:

Tenderer:

(name and surname of the authorized person)

(complete signature)

LS
(legible seal mark)

PRICE BREAKDOWN WITH VAT, WITH THE INSTRUCTION HOW TO COMPLETE IT

Jet fuel GM-1 type:

Ord. no.	Price elements	Value by measure unit (dinars or €)
1	Purchase price	
2	Margin	
3	Transportation (average price)	
4	Toll (average price)	
5	Ecology price (average price)	
6	Discount	
7	Value added tax	
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	TOTALLY :	

NOTE: A tenderer fills in data only for those price elements in the form which make the goods price structure of the goods he submits the offer for. The tenderer can also add price elements which are not included in the form.

The tenderer shall transport the goods to the purchaser's end users.

Place and date:

Tenderer:

(name and surname of the authorized person)

LS
(legible seal mark)

(complete signature)

EVALUATION FORM OF MEETING REQUIREMENTS FROM ARTICLE 44 OF THE PUBLIC PROCUREMENT LAW AND INSTRUCTIONS ON HOW TO PROVE THIS

Upon Articles 44 and 45 of the Public Procurement Law ("Official Gazette of the Republic of Serbia" no. 116/08), those interested in submitting a tender are obliged to deliver a completed form of meeting tenderer's requirements, with annexes to prove this, according to the following:

Evidence on meeting requirements from Article 44 of the Public Procurement Law			
No.	Name of document	No. and date of issue	Issued by:
1.	A certificate of economic operator registration or Decision on registering the economic operator in the Registry; <i>not older than 6 (six) months from the date of the public invitation announcement</i>		
2.	A tenderer's establishment act which proves the tenderer has also been established for performing the action which is the subject of the public procurement.		
3.	A certificate of the Commercial Court or the Business Registers Agency that within 2 (two) years before the public invitation announcement, a valid court ban on doing business which is the object of the public procurement has not been put on the tenderer, <i>issued after the date of the public invitation announcement.</i>		
4.	A certificate of the Magistrate or the Business Registers Agency that within 2 (two) years before the public invitation announcement, a valid administrative ban on doing business which is the subject of the public procurement has not been put on the legal subject; <i>issued after the date of the public invitation announcement.</i>		
5.	A certificate of the Tax Authority of the country where the head office is, that is, a certificate of the Republic Administration of Public Revenues on settling all tax liabilities and other payments for the current year, <i>not older than 6 (six) months from the date of the public invitation announcement.</i>		
6.	A local authority certificate stating that the bidder settled the liabilities due on the basis of the local public revenues, <i>not older than 6 (six) months from the date of the public invitation announcement.</i>		

(documents are to be assorted in a given sequence)

Place and date:

Tenderer:

(name and surname of the authorized person)

LS
(legible seal mark)

(complete signature)

Evidence on meeting requirements from Article 44 of the Public Procurement Law			
No.	Name of document	No. and date of issue	Issued by:
7.	A certificate of an authorized tax officer or of an authorized officer that the tenderer is currently in the process of privatization (only for those tenderers who are currently in the process of privatization), <i>not older than 6 (six) months from the date of the public invitation announcement.</i>		
8.	<ul style="list-style-type: none"> •Report on solvency for public procurement issued by the National Bank of Serbia – the Solvency Center for 2009, 2010 and 2011 or balance sheet and income statement for 2009, 2010 and 2011 and auditor’s evaluation for 2011. 		
9.	<p>Sufficient technical and personnel capacity means that the tenderer possesses the following :</p> <ul style="list-style-type: none"> •License for storing of oil and oil derivatives or license from storage owners from which the storage space is leased out for a period of at least 12 months, from the date of publishing of the public invitation, on the basis of the Energy Law ("Official Gazette of RS", no. 57/11), the Ordinance on the technical and other requirements for liquid fuels from oil ("Official Gazette of RS", no. 64/11) and the Regulations on the minimum technical requirements for trading in oil and oil products ("Official Gazette of RS ", no. 62/11. •An appropriate proof on owning a storage or leasing out a storage from the licensed storage owner, for the period of at least 12 months from the date of publishing of the public invitation, for placing and storing the offered goods. •Certified review of the available means for the transportation of the offered goods. •A statement with the description of the technical equipment for the subject procurement. •Statement about crucial technical personnel and other experts that work for the tenderer, and that will be responsible for the contract fulfillment, as well as about people responsible for the quality control. 		

(documents are to be assorted in a given sequence)

Place and date:

Tenderer:

(name and surname of the authorized person)

LS
(legible seal mark)

(complete signature)

TENDERER'S STATEMENT FORM ON MEETING REQUIREMENTS FROM THE EXISTING REGULATIONS ON THE SAFETY AT WORK, EMPLOYMENT AND WORKING CONDITIONS

I DECLARE

under full material and criminal liability, that the tenderer meets requirements from the existing regulations on the safety at work, employment and working conditions.

Place and date:

Tenderer:

(name and surname of the authorized person)

LS
(legible seal mark)

(complete signature)

TENDERER'S STATEMENT FORM ON MEETING ALL LIABILITIES IN ACCORDANCE WITH THE REGULATIONS OF THE COUNTRY WHERE THE HEAD OFFICE IS

I DECLARE

under full material and criminal liability, that our company has met all liabilities, in accordance with the regulations of the country where our head office is.

Place and date:

Tenderer:

(name and surname of the authorized person)

LS

(legible seal mark)

(complete signature)

**TENDERER'S STATEMENT FORM ON POSSIBLE CHANGES OF DATA FROM
ARTICLE 45 OF THE PUBLIC PROCUREMENT LAW**

I DECLARE

under full material and criminal liability, that within 5 (five) days, we will inform the customer about the change which came into effect and prove this in a prescribed manner.

Place and date:

Tenderer:

(name and surname of the authorized person)

LS
(legible seal mark)

(complete signature)

**TENDERER'S STATEMENT FORM WHICH INDICATES THAT THE TENDERER
WILL OBEY ACCESSIBILITY STANDARDS FOR DISABLED PERSONS**

I DECLARE

under full material and criminal liability, that technical characteristics and technical documents (pursuant to Article 30, paragraph 3, items 6 and 7 of the Public Procurement Law) contain proofs that we shall obey technical accessibility standards for disabled persons.

Place and date:

Tenderer:

(name and surname of the authorized person)

LS

(legible seal mark)

(complete signature)

TENDERER'S STATEMENT FORM THAT HE DOES NOT ACT WITH A CO-TENDERER

I DECLARE

On the basis of the Invitation for submitting the tender for assigning the public procurement of goods no. 286/12 – drive fuels in an open procedure, per lots, that we do not act with a co-tenderer.

NOTE: The statement is to be completed only in case when the tenderer does not act with a co-tenderer.

Place and date:

Tenderer:

(name and surname of the authorized person)

LS

(legible seal mark)

(complete signature)

DOCUMENTS FOR CO-TENDERERS

PARTICIPATION OF CO-TENDERERS

On the basis of the Invitation for submitting the tender for assigning the public procurement of goods no. 286/12 – drive fuels in an open procedure, per lots, announced in the "Official Gazette of the Republic of Serbia" on _____, we declare that we act with a co-tenderer. Their participation according to value is as follows:

- In the tender, the co-tenderer _____ (name) in the total value of the tender for the Item 1 participates in delivery _____ which amounts to _____% of the tender's value.
- In the tender, the co-tenderer _____ (name) in the total value of the tender for the Item 2 participates in delivery _____ which amounts to _____% of the tender's value.
- In the tender, the co-tenderer _____ (name) in the total value of the tender for the Item 3 participates in delivery _____ which amounts to _____% of the tender's value.
-

NOTE: The statement is to be completed only in case when the tenderer acts with a co-tenderer.

Place and date:

Tenderer:

(name and surname of the authorized person)

LS
(legible seal mark)

(complete signature)

CO-TENDERER'S DATA

Data are to be written in empty boxes

NAME OF CO-TENDERER:	
ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	
PHONE NO./FAX:	
TAX PAYER NUMBER:	
VAT REGISTRATION CERTIFICATION NUMBER:	
ACCOUNT NUMBER and BANK:	
PERSONAL IDENTIFICATION NUMBER:	
REGISTRATION NUMBER:	
ACTIVITY CODE:	
PERSON AUTHORIZED TO SIGN THE CONTRACT:	

The authorized person confirms and guarantees that the documents enclosed with the tender are true to the original and that, as of the day of their submission, the same are applicable in terms of the facts they contain.

NOTE: The statement is to be completed only in case when the tenderer acts with a co-tenderer. If there are a few co-tenderers, the form is to be copied.

Place and date:

Tenderer:

(name and surname of the authorized person)

LS
(legible seal mark)

(complete signature)

EVALUATION FORM OF MEETING REQUIREMENTS FROM ARTICLE 44 OF THE PUBLIC PROCUREMENT LAW AND INSTRUCTIONS ON HOW TO PROVE THIS

Upon Articles 44 and 45 of the Public Procurement Law ("Official Gazette of the Republic of Serbia" no. 116/08), those interested in submitting a tender are obliged to deliver a completed form of meeting co-tenderer's requirements, with annexes to prove this, according to the following:

Evidence on meeting requirements from Article 44 of the Public Procurement Law			
No.	Name of document	No. and date of issue	Issued by:
1.	A certificate of economic operator registration or Decision on registering the economic operator in the Registry; <i>not older than 6 (six) months from the date of the public invitation announcement</i>		
2.	A co-tenderer's establishment act which proves the co-tenderer has also been established for performing the action which is the subject of the public procurement.		
3.	A certificate of the Commercial Court or the Business Registers Agency that within 2 (two) years before the public invitation announcement, a valid court ban on doing business which is the subject of the public procurement has not been put on the co-tenderer, <i>issued after the date of the public invitation announcement.</i>		
4.	A certificate of the Magistrate or the Business Registers Agency that within 2 (two) years before the public invitation announcement, a valid administrative ban on doing business which is the subject of the public procurement has not been put on the legal subject, <i>issued after the date of the public invitation announcement.</i>		
5.	A certificate of the Tax Authority of the country where the head office is, that is, a certificate of the Republic Administration of Public Revenues on settling all tax liabilities and other payments for the current year, <i>not older than 6 (six) months from the date of the public invitation announcement.</i>		
6.	A local authority certificate on meeting co-tenderer's current liabilities based on local public revenues; <i>not older than 6 (six) months from the date of the public invitation announcement.</i>		

(documents are to be assorted in a given sequence)

Place and date:

Tenderer:

(name and surname of the authorized person)

LS

(legible seal mark)

(complete signature)

Evidence on meeting requirements from Article 44 of the Public Procurement Law			
No.	Name of document	No. and date of issue	Issued by:
7.	A certificate of an authorized tax officer or of an authorized agency that the co-tenderer is currently in the process of privatization (only for those co-tenderers who are currently in the process of privatization); <i>not older than 6 (six) months from the date of the public invitation announcement.</i>		
8.	<ul style="list-style-type: none"> •Report on solvency for public procurement issued by the National Bank of Serbia – the Solvency Center for 2009, 2010 and 2011 or balance sheet and balance of success for 2009, 2010 and 2011 and auditor’s evaluation for 2011. 		
9.	<p>Sufficient technical and personnel capacity means that the tenderer possesses the following :</p> <ul style="list-style-type: none"> •License for storing of oil and oil derivatives or license from storage owners from which the storage space is leased out for a period of at least 12 months, from the date of publishing of the public invitation, on the basis of the Energy Law ("Official Gazette of RS", no. 57/11), the Ordinance on the technical and other requirements for liquid fuels from oil ("Official Gazette of RS", no. 64/11) and the Regulations on the minimum technical requirements for trading in oil and oil products ("Official Gazette of RS ", no. 62/11. •An appropriate proof on owning a storage or leasing out a storage from the licensed storage owner, for the period of at least 12 months from the date of publishing of the public invitation, for placing and storing the offered goods. •Certified review of the available means for the transportation of the offered goods. •A statement with the description of the technical equipment for the subject procurement. •Statement about crucial technical personnel and other experts that work for the tenderer, and that will be responsible for the contract fulfillment, as well as about people responsible for the quality control. 		

(documents are to be assorted in a given sequence)

Place and date:

Tenderer:

(name and surname of the authorized person)

LS

(legible seal mark)

(complete signature)

AUTHORIZATION BILL OF EXCHANGE – to be submitted with the tender

Based on the Law on Bill of exchange (“The Official Gazette of the Federal National Republic of Yugoslavia” No. 104/46, “The Official Gazette of the Socialist Federal Republic of Yugoslavia” No. 16/65, 54/70, 57/89 and “The Official Gazette of the Socialist Republic of Yugoslavia” No. 46/96), Law on payment transactions (“The Official Gazette of the Socialist Republic of Yugoslavia” No. 3/02, 5/03 and “The Official Gazette of the Republic of Serbia” No. 43/04, and the Decision on the form, content and manner of using the uniform payment instruments (“The Official Gazette of the Republic of Serbia” No. 57/04),

_____, _____ Tax Payer No.: _____ grants
 (company) (place)

AUTHORIZATION BILL OF EXCHANGE
For the beneficiary of the blank bill of exchange

To the Procurement Department, Material resources sector of the Ministry of Defence to submit the deposited bill of exchange to the Bank for collection of payment, in the amount of 3% of the value of the tender, based on the failure to fulfill the liabilities under the tender No. _____ dated 2011, charged to the account opened with the Bank _____
 (Name of the Bank and current account No.)

Based on this authorization, the Procurement Department, Material resources sector of the Ministry of Defence may fill in a bill of exchange with the clause “no objection, no cost” in the amount of _____ dinars, pursuant to the above mentioned tender, and in the
 (3% of the value of the offer)

following cases:

- a) that the tenderer withdraws its offer during the validity period of offer and
- b) that the tenderer, in case that the guarantee beneficiary accepted the offer:
 - does not sign the Sales contract _____ (specify the type of goods), in accordance with the accepted terms of the tender documentation;
 - does not furnish the performance bond in accordance with the terms of tender documentation.

The borrower waives his right to: the withdrawal of this authorization; the cancellation of this authorization; the objection to place a charge on this basis for payment; the cancellation charges on this basis for payment.

Bills of exchange were signed by authorized persons (Attachment: certified copy of authorized persons deposited signatures card to manage the funds in the accounts).

Attachment: 2(two) blank bills of exchange No. _____.

This authorization is made in 2 (two) identical copies, one for the recipient and one for the issuing authority of the authority bill of exchange.

Note: Submitted with the bills of exchange and the deposited signature card on signing the Contract.

Place and date:

Tenderer:

 (name and surname of the authorized person)

LS
 (legible seal mark)

 (signature)

TENDERER’S STATEMENT FORM ON ISSUING SECURITY INSTRUMENT FOR MEETING CONTRACTUAL LIABILITIES

We are unconditionally obliged to issue to the customer, on signing the contract, a security instrument for meeting contractual liabilities – **2 (two) blank bills of exchange (only signed and stamped in accordance with the deposited signature card)**, as a guarantee for meeting the contractual liabilities, that is as a good performance guarantee.

We agree that, on the customer’s request, the issued payment security instrument can be submitted to the bank where the seller’s account is, in case that the seller unilaterally terminates the contract or delays in meeting the contractual liabilities.

We agree to submit the following together with the blank stamped bills of exchange:

- 1. A copy of the authorized persons deposited signature card, issued by the bank where the seller’s account is, with clearly visible deposited signature and stamp of the seller’s company, certified by the original bank stamp with the date of verification (verification not older than one month from the date of tender opening),
- 2. **Authorization Bill of exchange** that a bill of exchange may, without the seller’s approval, be submitted for payment to the business bank in the amount **in accordance with items 10.3 and 10.4 of Article 10 of the Sample Contract (i.e. of the total value of the lot)** in case of failure to meet the contractual liabilities, delay in the contracted period for the quantity acceptance of the contracted goods **more than 25 days** or by unilateral contract termination, or failure to make replacement with goods of proper quality or failure to settle the received written complaint within the contracted time period.

Note: The statement is to be enclosed together with the tender, and the bills of exchange for meeting contractual liabilities is to be submitted on signing a contract.

Place and date:

Tenderer:

(name and surname of the authorized person)

LS
(legible seal mark)

(signature)



Sample contract
CONTRACT No. 536 – 67 – ____ – 13
concluded on _____ 2011, between

CONTRACTING PARTIES:

**REPUBLIC OF SERBIA - MINISTRY OF DEFENCE - MATERIAL RESOURCES
SECTOR - PROCUREMENT DEPARTMENT**

represented by the director Dragana Petrović, dipl.ecc. - further on BUYER,

address: 15 Nemanjina St, 11000 Belgrade

identification number: 07093608

activity code: 75110

ITIN:102116082

current account no: 840-1620-21

with: Treasury of the Ministry of Finance of the Republic of Serbia

phone: 011/3203-055

fax: 011/300-63-30

COMPANY: _____

represented by: _____ **- further on SELLER,**

Address: _____

Identification number: _____

Activity code: _____

ITIN: _____

VAT (Value added tax): _____

Current account no: _____

Bank: _____

Phone: _____

Fax: _____

Note: A tenderer must complete, initial and verify by sealing the first page, initial and verify by sealing all pages, sign and verify by sealing the last page, initial and verify by sealing each page of enclosures 1, 2 and 3, in the contract model, and in that way the tenderer confirms that he agrees with the sample model contents.

ARTICLE 1 SUBJECT OF CONTRACT

- 1.1 The seller is obliged to, for the needs of a customer and his end users, deliver successively [as in the tender] (drive fuels), further on the goods, as specified in Enclosure 1 of the Contract, and the Buyer is obliged to take them over and pay according to the provisions of the Contract. To the total contracted quantities of fuel allow for the discrepancies in delivery of up to $\pm 4\%$ due to the transportation vessels, against the approval of the contracting parties.
- 1.2 Component parts of the Contract are:
- Enclosure 1: Specification of the drive assets
 - Enclosure 2: Dispositions for delivery
 - Enclosure 3: Handing over report

ARTICLE 2 QUALITY

- 2.1. The quality of goods from the Article 1 of the Contract has to be entirely in accordance with the Rulebook on technical and other requirements concerning liquid fuels of oil source ("Official Gazette of the Republic of Serbia", no. 64/11) and specification given in Enclosure 1 of the Contract, and the quantities of the delivered batch are not to be older than six months.

ARTICLE 3 - PRICE

- 3.1 Buyer and Seller have agreed that the prices of goods from the Article 1 of the Contract are as follows:
- Leadless fuel Premium BMB 95, 1,000,000.00 l, as per the individual price of [as in the tender] dinars/l, of the grand total [as in the tender] dinars,
 - Diesel engine fuel Euro Diesel class "D", 800,000.00 l, as per the individual price of [as in the tender] dinars/l, of the grand total [as in the tender] dinars,
 - Diesel engine fuel Diesel D2 class "D", 1,000,000.00 l, as per the individual price of [as in the tender] dinars/l, of the grand total [as in the tender] dinars,
 - Aviation fuel AB-100/130, 60,000.00 kg as per the individual price of [as in the tender] dinars/l, of the grand total [as in the tender] dinars,
 - Jet fuel GM-1 type, 2,000,000.00 kg. as per the individual price of [as in the tender] dinars/l, of the grand total [as in the tender] dinars,
- 3.2 The value of the goods is (as in the tender) dinars, VAT excluded.
- 3.3 VAT is (as in the tender) %
- 3.4 The total contract value is (as in the tender) dinars, VAT included, and is understood for delivery to the warehouses of the buyer's end users, except for aviation fuel AB-100/130 which is understood for delivery to the seller's warehouses on the territory of the Republic of Serbia.
- 3.5 The stated prices are final and can not be changed until the filan execution of the contract.

ARTICLE 4 - METHOD OF PAYMENT

- 4.1 The contractual parties agree that the payment of the goods from the Article 1 of the contract is to be done successively within (as in the tender) days as of the date of supplying the goods.
- 4.2 The day of supplying the goods shall be the day when the seller handed over the goods to the carrier for transportation, regardless of the fact whether the transportation of the goods was organized by the buyer or the seller, pursuant to Article 14, paragraph 1, item 1 of the Law on Value Added Tax (The "Official Gazette of the Republic of Serbia", no. 84/04, 86/04, 61/05 and 61/07).
- 4.3 For the purpose of timely payment, the seller shall:
- A) issue to the Military postal unit 9808 Belgrade (No. 5, Mije Kovačevića Street), properly written, signed and verified master copy documents for the collection of payment of delivered goods, as follows:
 - Invoice in two copies, made with reference to this contract, verified by a seller's authorised person, with specified type, quantity, value of the delivered goods, recipient's Military postal unit, number of the delivery note and delivery date.
 - B) Provide that the person who delivered the goods in the name of the seller sign a Report on handing over when delivering the goods, as per Enclosure No. 3 hereto.
- 4.4 The end user's commission shall sign the Handing over report, certify it by the stamp and submit the same to the Military postal unit 9808 Belgrade in two copies within 7 (seven) days from the receipt of the goods, for the purpose of completion of payment documentation. The customer's end user shall make a material document, in status 1 and 3, and submit it to the Military postal unit 9808 Belgrade within 7 (seven) days for further action, together with the delivery note and quality assurance document.
- 4.5 If a seller does not submit the invoice for delivered goods payment within 7 (seven) days from the date of the delivery of the goods, payment deadline will be extended for the number of days of the delay in delivery of the goods.

ARTICLE 5 VALUE ADDED TAX (VAT)

- 5.1 Value added tax is calculated in accordance with the Law on value added tax ("Official Gazette of the Republic of Serbia no. 84/04, 86/04, 61/05, 61/07 and 93/12).

ARTICLE 6 DELIVERY DEADLINE

- 6.1 Delivery of goods will be done according to dispositions and quantities by delivery places, according to Enclosure no. 2 hereto (Dispositions for delivery). The delivery as per the place and time shall be performed during the working hours of the end user, i.e. from 7 a. m. to 2.30 p. m. and exceptionally after the working hours by the end of the day (i.e. the sunset).

- 6.2 The delivery deadline for the goods from Article No. 1 hereof is (as in the tender) days as of the date of contract signing.
- 6.3 The date of delivery of the goods shall be the day when the seller has handed over the goods to the carrier for transportation.
- 6.4 The Seller shall inform the end user in writing about the exact dates and times of delivery, at least 5 days prior to delivery, making shure that the delivery is not after working hours, during holidays, or on Saturdays and Sundays.
- 6.5 Delivery deadline from Article 6.1 herein may be prolonged owing to the occurrence of force majeure in accordance with the Law on obligation relations (“Official Gazette of the Socialist Federal Republic of Yugoslavia”, no. 29/78, 39/85, 45/89 and 57/89, “Official Gazette of the Federal Republic of Yugoslavia”, no. 31/93, 22/99 and 44/99), or owing to the occurrence of other verifiable reasons on which the contracting parties should agree in writing.
- 6.6 In the case as stated in article 6.3 herein, the seller is obliged to submit a written request for prolonging delivery deadline, with the explanation of reasons to do so, within 5 (five) days prior to expiration of the contracted period at the latest, and with stating some of the reasons from paragraph 6.3. In case of accepting the reason of the planning carrier, Military Post 1102 Belgrade will sign the appropriate supplement to the contract.

ARTICLE 7 - QUALITY CONTROL

- 7.1 The seller assumes full responsibility for the quality of goods from the Article 1 of the contract and is obliged to fully meet quality requirements which correspond to the documenation from the Article 2 of the contract.
- 7.2 On each delivery the seller sends to the end user of goods the quality ccertificate for delivered goods (Testing report) of the authorized producer’s bodies or authorized laboratory.
- 7.3 Commission recipient is required to transport containers from each take two samples of goods, namely: the top, middle and bottom of the vessel. Samples taken from a real one mixed sample for each particular container transport, which sends Laboratories for fuels and lubricants VTI UOT SMR MO, and other samples taken in the prescribed manner kept as controls. After confirming the satisfactory quality of the Laboratory for fuels and lubricants VTI UOT SMR MO, reference sample well can return the goods delivered to the system. If the property is not delivered adequate quality starts reclamation procedure in accordance with Article 9 point 9.6. this contract.
- 7.4 Quality control will be performed by Seller’s quility control department and the Buyer’s end users committee. If there is a need for a joint quality control of the goods, the Buyer and the Seller shall appoint a joint expert committee. If the two sides in the joint commitee do not agree in their assessment of the quality of delivered goods, samples will be taken and submitted for quality analysis in the fuel and grease laboratory of MTI DTD MRS MoD. If the Seller does not accept the quality assessment by the fuel and grease laboratory of MTI DTD MRS MoD, he can request, at his own expense, an additional analysis performed by an independent licensed laboratory.

7.5 If the delivered goods do not meet required quality from the Article 2 of the Contract, the buyer (end user) places them at the tenderer`s disposal, and the tenderer is obliged to take them over and replace within 15 (fifteen) days from the day of noticing inadequate quality.

ARTICLE 8 - DISPOSAL AND TAKING OVER AS PER REQUIRED QUALITY AND QUANTITY

8.1 The contracting parties agreed that the the goods from Article 1 of the Contract will be delivered according to dispositions and quantities by places of shipment, according to Enclosure no. 2 hereto.

8.2 Military Post 1102 Belgrade is obliged to provide to the final receiver to carry out the commission delivery of goods according to the given disposal during the working hours, from 07.00 a.m. to 2.30 p.m., and exceptionally before dusk.

8.3 The Seller shall organize transportation of the goods from Article 1 hereof to the end users, and the end user shall, using its own transportation means, take over and transport aviation fuel AB-100/130 from the location of the Seller.

8.4 The Seller is obliged to deliver in liters leadless fuel Premium BMB 95, Diesel engine fuel Euro Diesel class "D", and Diesel engine fuel Diesel D2 class "D", and to perform delivery in kilograms for aviation fuel AB-100/130 and jet fuel GM-1 type. Otherwise the conversion to liters or kilograms will be done in accordance with the SRPS H8.016 standard.

8.5 The commission of the Buyer`s End user shall, in the presence of the person who performs the delivery of the goods in the name of the Seller, perform the visual quality control before discharge, determining colour, mechanical filth presence and water, take samples and send them for quality analysis to the fuel and grease laboratory of MTI DTD MRS MoD. If visual control causes doubts concerning quality of the goods, the acceptance of goods will be discontinued. In that case the buyer and the seller shall appoint a joint expert committee for sampling of goods and determining their quality. If the seller does not accept the quality assessment by the fuel and grease laboratory of MTI DTD MRS MoD, he can request, at his own expense, an additional analysis in accordance with point 7.4 of Article 7 hereof.

8.6 The commission of the Buyer`s End user shall begin the process of acceptance of goods if the engaged transport meets the prescribed requirements concerning transport of dangerous, inflammable and explosive materials and other provisions from this field. Commission of the end user takes over the goods according to the delivery note, verifying the quantities by measurement done no later than 30 minutes after the tanker arrival.

8.7 Quantity and Quality acceptance of the goods from Article 1 hereof and elaboration of the material documentation shall be performed by the commission of the Buyer`s end user, in the presence of the person who delivered the goods in the name of the Seller. About the handover of the goods from Article 1 hereof a Goods Handing Over Report shall be made, as per the Enclosure No. 1.3 which is signed by the commission of the Buyer`s End user and the person who delivered the goods in the name of the Seller, and certified by the the Buyer` end user`s stamp.

- 8.8 If the delivered goods arrive to disposal in faulty condition (if the tanker leaks, if the tanker, measurement rod and plates have not been calibrated, if visual quality control finds water, mechanical filth, turbidity, sediment, stratification, changes of the characteristic colour or smell, if the variation is more than $\pm 0.15\%$ for diesel fuel and jet engine fuel GM-1 type, i.e. $\pm 0.20\%$ for petrol, from the quantity given in the delivery note measured by the measurement rod and if the quantities of delivered lot are older than 6 months), commission of the Buyer's end user will not perform acceptance of goods, and it will be considered as the Seller never delivered them. In this case the commission of the Buyer's end user starts the complaint procedure concerning goods in accordance with point 9.4 of Article 9 hereof.
- 8.9 If the delivered goods arrive to disposal in proper condition, commission of the Buyer's end user will determine the quantity of the goods in the transportation vehicle using scales calibrated by the official authority within the legal boundaries or using other types of scales determined by the Regulation on Measuring Units and Instruments (flowmeter, calibrated tank and the table of volume, calibrated fuel tanker vehicle and its table of volume, measurement rod and meters, etc.). Calibrated plates must be original and the copies sealed by original seal, measurement rod stamped by the appointed authorised organisation. The delivered and measured quantity is to be transferred into volume units corresponding the referent temperature of 15°C , according to the SRPS B.H8.002 standard in order to compare the quantity within the vehicle with that given in the delivery note. The procedure is as follows:
- if the variation is not more than $\pm 0.15\%$ for diesel fuel and jet engine fuel GM-1 type, i.e. $\pm 0.20\%$ for petrol from the quantity given in the delivery note, the Buyer's end user will acknowledge the variation and stamp the delivery note.
 - if the variation in the transportation means is more than $\pm 0.15\%$ for diesel fuels and jet engine fuel GM-1 type, i.e. $\pm 0.20\%$ for petrol from the quantity given in the delivery note, the Buyer's end user will start the complaint procedure with the Seller for the variation exceeding the allowed discrepancy of $\pm 0.15\%$ for diesel fuel and jet engine fuel GM-1 type, i.e. $\pm 0.20\%$ for petrols. The Seller is obliged to send the complaint commission within 36 hours in order to resolve the complaint, upon which joint report will be made.

ARTICLE 9 QUALITY GUARANTEE AND COMPLAINTS

- 9.1. The supplier assumes full responsibility concerning quality of goods from the Article 1 of the Contract, and guarantees for them [as in the tender] months from the date of the qualitative taking over of goods.
- 9.2. Guarantee is valid from the date when the qualitative receipt of goods from the Article 1 of the Contract is recorded in the Handing over report by the end user.
- 9.3. Complaint procedure starts in case:
- the goods arrive to disposal in faulty condition (if the tanker leaks, if the tanker, measurement rod and plates have not been calibrated, if organoleptic quality control finds water, mechanical filth, turbidity, sediment, stratification, changes of the characteristic colour or smell;
 - the variation is more than $\pm 0.15\%$ for diesel fuel and jet engine fuel GM-1 type, i.e. $\pm 0.20\%$ for petrols from the quantity given in the delivery note measured by the measurement batten;
 - the quantities of delivered batch are older than 6 months;
 - the variation between the quantity declared in the delivery note and that at acceptance is more than $\pm 0.15\%$ for diesel fuel and jet engine fuel GM-1 type, i.e. $\pm 0.20\%$ for petrols;

- when the quality of the delivered goods does not meet the requirements prescribed by the Rulebook on technical and other requirements concerning liquid fuels of oil source (“Official Gazette of the Republic of Serbia”, no. 64/11).
- 9.4. The end user commission starts the complaint procedure by contacting the person authorised by the Seller and makes a minutes of the found state which is to be submitted to the Military Post 1102 Belgrade and Procurement Sector, Material Resources Sector of the Ministry of Defence. The buyer makes a written complaint which is submitted to the seller within 15 (fifteen) days from the date of defining reasons for filing the complaint.
- 9.5. The seller is obliged to fix the complaint within [as in the tender] from the date of receipt of the complaint minutes, viz. take over the faulty goods and replace them.
- 9.6. In case the commissions of the buyer and seller do not reach an agreement on the matter, in accordance with the item 7.3. of the Article 7, the decision made by an independent accredited laboratory will be considered final.

ARTICLE 10 - CONTRACTUAL PENALTY

- 10.1 If the seller does not deliver the goods within the contract time limit, he is obliged to pay the buyer a contractual penalty of 0.2% (percent) a day for each day of the delay. The contractual penalty can be no more than 5% of the total value of the Contract.
- 10.2 The contractual penalty is charged by the buyer, i.e. the Military postal unit 9808 Belgrade, through the bill reduction on the payment of delivered goods and without prior notice.
- 10.3 If the seller does not meet the contract liabilities, unilaterally terminates the contract or delivers goods behind the time specified in the criminal provisions in the Item 10.1 of this Article (above 25 days), the buyer reserves the right to submit to the bank guarantor, without the approval of the seller, the deposited payment security instrument – the bill of exchange in the amount of 10% of the total value of undelivered goods.
- 10.4 If the seller fails to replace the goods from item 7.4 of Article 7 hereof, or fails to settle the complaint from item 9.5 of Article 9 hereof, the buyer can, without the consent of the seller, submit for payment to the bank guarantor the deposited financial security instrument – bill of exchange, in the amount of 10% of the value of the goods which are not replaced with the goods of proper quality or for which he failed to settle the received written complaint within the contracted time period.
- 10.5 The seller reserves the right to unilaterally terminate a contract due to the reasons specified in items 10.3 and 10.4 and in the same way activate the payment security instrument – bill of exchange, without allowing additional delivery deadline.
- 10.6 The Seller shall at signing a contract enclose financial security instrument of the contract execution – two blank bills of exchange (only signed and stamped in accordance with deposited signature card), certified copy of the deposited signature card of the authorized person by a competent bank (stamp not older than 30 (thirty) days as of the date of contract signing), and completed authorization bill of exchange (two copies), under the terms stipulated by the provisions from paragraph 10.3 and 10.4 herein.

10.7 After all liabilities under the subject contract have been settled, the buyer undertakes to return to the seller the advance payment security instruments and contract execution security instruments.

ARTICLE 11 CONTRACT CONFIDENTIALITY

11.1 The contracting parties are liable to observe the Law on the secrecy of data (“The Official Gazette of the Republic of Serbia”, No. 104/2009) and the Order about criteria which define the data important for country defence which have to be kept as a state or official secret and order about defining tasks and affairs important for country defence which have to be protected by using special security measures (“The Official Gazette of the Federal Republic of Yugoslavia” no. 54/94 and The Official Gazette of the Republic of Serbia”, No. 88/2009 and 111/2009).

11.2 The data contained in this Contract and its amendments, as well as correspondence related to the type, quantity, disposal and delivery deadline, are considered to be military secret.

11.3 The contract with annexes and all related correspondence has to be kept in a secure place (metal safe or metal cabinet, etc.).

11.4 It is prohibited to transcribe or copy the contract, its amendments and correspondence related to the implementation.

ARTICLE 12 SETTLING DISPUTES

12.1 The contractual parties have agreed to settle possible disputes on this contract by agreement.

12.2 In case that the agreement on a certain issue is not made, the contractual parties have agreed to settle the dispute with the Commerce Court in Belgrade.

12.3 This contract can be modified, amended, or cancelled only with the consent of both contractual parties.

ARTICLE 13 OTHER PROVISIONS

13.1 The provisions of the Law on Obligatory Relations are applied to everything that is not explicitly specified in this contract and can have an effect on its implementation. (“The Official Gazette of the Socialist Federal Republic of Yugoslavia, no. 29/78, 39/85, 45/89 and 57/89, “The Official Gazette of the Federal Republic of Yugoslavia, no 31/93, 22/99 and 44/99).

13.2 The seller is obliged to inform the buyer about any change that may arise in his business within 5 (five) days from the date when the change arose.

13.3 The seller is obliged to send to the buyer a good performance bank guarantee. Until it arrives the buyer preserves the right to activate the bank guarantee in support of the tender.

13.4 The contract is valid from the date when the good performance bank guarantee is issued.

13.5 The contract is drawn up in 6 (six) identical copies, with 4 (four) copies for the buyer, and 2 (two) for the seller.

In Belgrade, _____ 2013

SELLER:

Director

BUYER:

Director
Dragana Petrović, dipl.ecc.

SPECIFICATION OF THE DRIVE FUELS

Name of the goods	Measuring unit	Quantity	Price per the measuring unit without VAT (dinars)	Total price without VAT (dinars)	Total price, VAT included (dinars)
Leadless fuel Premium BMB 95	l	1,000,000.00	as in the tender	as in the tender	as in the tender
Diesel engine fuel Euro Diesel class "D"	l	800,000.00	as in the tender	as in the tender	as in the tender
Diesel engine fuel Diesel D2 class "D"	l	1,000,000.00	as in the tender	as in the tender	as in the tender
Aviation fuel AB-100/130	kg	60,000.00	as in the tender	as in the tender	as in the tender
Jet fuel GM-1 type	kg	2,000,000.00	as in the tender	as in the tender	as in the tender

SELLER:

Director

BUYER:

Director
Dragana Petrović, dipl.ecc.

DELIVERY DISPOSITIONS

Lot Item No.	Lot Item No.	Lot Item No.	Quantity	Quantity		
				2078/2 Knić	2079/2 Prokuplje	9858 Batajnica – Vrđnik
1.	Leadless fuel Premium BMB 95	1	1.000,000.00	0.00	1.000,000.00	0.00
2.	Diesel engine fuel Euro Diesel class “D”	1	800,000.00	800,000.00	0.00	0.00
3.	Diesel engine fuel Diesel D2 class “D”	1	1,000,000.00	600,000.00	400,000.00	0.00
4.	Aviation fuel AB-100/130	kg	60,000.00	0.00	0.00	60,000.00
5.	Jet fuel GM-1 type	kg	2,000,000.00	1,000,000.00	0.00	1,000,000.00

SELLER:

Director

BUYER:

Director
Dragana Petrović, dipl.ecc.

MILITARY POST CODE

No. _____

HANDING OVER REPORT No. _____

Bill of lading	Date	Delivered by	Name and surname of the driver	ID	Registration	Carrier

FUEL MEASURED IN CAR TRAILERS AND WAGON TANKERS

No.	Trailer no.	Measured at pick up			Plates			Shipping quantity			Pick up quantity			Variation at 15°C (liters)
		Water (l)	γ_t	t °C	$\gamma_{15^\circ\text{C}}$	$\gamma_{15^\circ\text{C}}$ shipped	Fkz	H (mm)	l per t	l at 15°C	H (mm)	l per t	l at 15°C	
GRAND TOTAL														

FUEL MEASURED ACCORDING TO THE DIMENSIONS OF THE TANK AND CAPACITY TABLE

No.	Trailer no.	Measured at pick up			Plates			Shipping quantity			Pick up quantity			Variation at 15°C (liters)
		Water (l)	γ_t	t °C	$\gamma_{15^\circ\text{C}}$	$\gamma_{15^\circ\text{C}}$ shipped	Fkz	H (mm)	l per t	l at 15°C	H (mm)	l per t	l at 15°C	
GRAND TOTAL														

FUEL MEASURED ON CAR BALANCE

No.	Measured at pick up			Plates			Measured at shipping			Measured at pick up			Quantity at 15°C		
	Water (l)	γ_t	t °C	$\gamma_{15^\circ\text{C}}$	$\gamma_{15^\circ\text{C}}$ shipped	Fkz	Gross (kg)	Tare (kg)	Net (kg)	Gross (kg)	Tare (kg)	Net (kg)	shipped (kg)	picked up (kg)	Variation (kg)
GRAND TOTAL															

FOR THE CONTRACTOR

SEAL

CUSTOMER'S BOARD

AUTHORIZATION BILL OF EXCHANGE

(to be submitted upon signing of a contract)

Based on the Law on Bill of exchange (“The Official Gazette of the Federal National Republic of Yugoslavia” No. 104/46, “The Official Gazette of the Socialist Federal Republic of Yugoslavia” No. 16/65, 54/70, 57/89 and “The Official Gazette of the Socialist Republic of Yugoslavia” No. 46/96), Law on payment transactions (“The Official Gazette of the Socialist Republic of Yugoslavia” No. 3/02, 5/03 and “The Official Gazette of the Republic of Serbia” No. 43/04, and the Decision on the form, content and manner of using the uniform payment instruments (“The Official Gazette of the Republic of Serbia” No. 57/04),

_____, _____ Tax Payer No.: _____ grants
(company) *(place)*

AUTHORIZATION BILL OF EXCHANGE
For the beneficiary of the blank bill of exchange

To the Procurement Department, Material resources sector of the Ministry of Defence blank bill of exchange _____

(Serial Nos. of the bill of exchange)

to submit the deposited bills of exchange to the Bank for collection of payment, based on the fulfillment of liabilities under the Sales contract No. 536-67-____-13 dated _____. 2013 charged to the account opened with the Bank _____

(Name of the Bank and current account No.)

Based on this authorization, the Procurement Department, Material resources sector of the Ministry of Defence may fill in the bills of exchange with the clause “no objection, no cost” in the amount of 10% of the total value of the undelivered goods, pursuant to the above mentioned contract.

The borrower waives his right to: the withdrawal of this authorization; the cancellation of this authorization; the objection to place a charge on this basis for payment; the cancellation charges on this basis for payment.

Bills of exchange were signed by authorized persons (Attachment: certified copy of authorized persons deposited signatures card to manage the funds in the accounts).

Attachment: blank bill of exchange No. _____.

This authorization is made in 2 (two) identical copies, one for the recipient and one for the issuing authority of the authority bill of exchange.

Note: Submitted with the bills of exchange and the deposited signature card on signing the Contract.

Place and date:

Tenderer:

 (name and surname of the authorized person)

LS
 (legible seal mark)

 (signature)

AUTHORIZATION BILL OF EXCHANGE

(to be submitted upon signing of a contract)

Based on the Law on Bill of exchange (“The Official Gazette of the Federal National Republic of Yugoslavia” No. 104/46, “The Official Gazette of the Socialist Federal Republic of Yugoslavia” No. 16/65, 54/70, 57/89 and “The Official Gazette of the Socialist Republic of Yugoslavia” No. 46/96), Law on payment transactions (“The Official Gazette of the Socialist Republic of Yugoslavia” No. 3/02, 5/03 and “The Official Gazette of the Republic of Serbia” No. 43/04, and the Decision on the form, content and manner of using the uniform payment instruments (“The Official Gazette of the Republic of Serbia” No. 57/04),

_____, _____ Tax Payer No.: _____ grants
 (company) (place)

AUTHORIZATION BILL OF EXCHANGE
For the beneficiary of the blank bill of exchange

To the Procurement Department, Material resources sector of the Ministry of Defence blank bill of exchange _____

(Serial Nos. of the bill of exchange)

to submit the deposited bills of exchange to the Bank for collection of payment, based on the fulfillment of liabilities under the Sales contract No. 536-67-____-13 dated _____. 2013 charged to the account opened with the Bank _____

(Name of the Bank and current account No.)

Based on this authorization, the Procurement Department, Material resources sector of the Ministry of Defence may fill in the bills of exchange with the clause “no objection, no cost” in the amount of 10% of the value of the goods for which no replacement with goods of proper quality was made or there was no settlement of the received written complaint within the contracted time period, pursuant to the above mentioned contract.

The borrower waives his right to: the withdrawal of this authorization; the cancellation of this authorization; the objection to place a charge on this basis for payment; the cancellation charges on this basis for payment.

Bills of exchange were signed by authorized persons (Attachment: certified copy of authorized persons deposited signatures card to manage the funds in the accounts).

Attachment: blank bill of exchange No. _____.

This authorization is made in 2 (two) identical copies, one for the recipient and one for the issuing authority of the authority bill of exchange.

Note: Submitted with the bills of exchange and the deposited signature card on signing the Contract.

Place and date:

Tenderer:

 (name and surname of the authorized person)

LS
 (legible seal mark)

 (signature)