

Request for Quotes SEE ICT/RfQ/2024/3

Subject: Procurement of the Consultant for conducting due diligence process.

Contracting Entity: Association SEE ICT (SEE ICT), Savska 5

Location: Serbia, Belgrade

Issuance Date: 13.08.2024.

Introduction

Venture an Idea Project, supported by the USAID, is soliciting offers for the procurement of Consultant for conducting due diligence. This includes services connected to the activity of matchmaking R&D partners, co-founders, mentors and advisers from Serbia and from developed markets:

- Conducting a due diligence process in order to properly assess businesses and their needs, so they can be effectively matched;
- Conducting a business due diligence process of matchmaking candidates from Serbia and developed markets (both businesses and individuals) (approximately 30 entities to go through the due diligence process during the contracting period, +/-10%);
- Conducting a technical due diligence process of matchmaking candidates from Serbia and developed markets (both businesses and individuals);
- Conducting candidate interviews and reference calls as a part of due diligence process for business co-founders and companies from Serbia and abroad and participating in the decision-making process deciding the outcome of the due diligence process;
- Analysis of the business performance of individuals and companies participating in the due diligence process.

The services will be used for the purpose of the Venture an Idea Project that will be implemented in Serbia in the period June 2021 to August 2025.

About the Project

USAID has awarded Digital Serbia Initiative a four-year contract and SEE ICT is an implementing partner. This project aims to improve the innovation ecosystem in Serbia, with the goal to solve two identified problems: (1) lack of innovation and entrepreneurial mindset and (2) lack of market-driven approach and commercialization, with an overall goal to contribute to the systemic creation of a

greater number of innovative businesses with global outreach. Through this activity DSI will partner with public and financial institutions, the Serbian education system, business associations, and a variety of other service providers to create a support system for Serbian companies.

Firms are invited to submit offers in response to this Request for Quotations (RFQ) in accordance with Section 1 (Instructions to Offerors). Issuance of this solicitation does not in any way obligate DSI or USAID to award a contract, nor does it commit DSI or USAID to pay for costs incurred in the preparation and submission of a proposal.

Please note that in submitting a response to this solicitation, the Offeror understands that USAID is not a party to this solicitation and the Offeror agrees that any protest hereunder must be presented—in writing with full explanations—to SEE ICT for consideration, as USAID will not consider protests made to it under USAID-financed subcontracts. SEE ICT, at its sole discretion, will make a final decision on the protest.

Section I Instructions to Offerors

Submission and deadline of bids

Offers must be received no later than **23:59h Wednesday, August 28th, 2024**. All offers must be emailed to SEE ICT at ponude@seeict.org.

Questions and Clarifications

All questions and/or clarifications regarding this RFQ must be submitted in writing to nevenka.rangelov@startit.rs no later than **17:00 on Monday, August 26th, 2024**. All correspondence and/or inquiries regarding this solicitation must reference the RFQ number.

Questions and requests for clarification, and the responses there to, that SEE ICT believes may be of interest to other offerors, will be circulated to all RFQ recipients who have indicated an interest in bidding.

Requirements for eligible bidders

All goods and services offered in response to this RFQ must be presently in Serbia at the time of purchase. Only firms legally registered in Serbia may submit an offer in response to this RFQ.

By submitting an offer in response to this RFQ, the offeror certifies that it and its principles are not debarred, suspended, or proposed for debarment by the U.S. Government. SEE ICT will not award a contract to any firm or firms' principals who are debarred, suspended, or proposed for debarment.

Required Documents

The following required documents are required in any offer submission:

- Offer based on the Technical Specifications (see Section 2)

Quotations

Prices must be quoted on a lump sum, all-inclusive basis. No taxes or fees are to be added. SEE ICT is **VAT-exempt**, per the bilateral agreement between the United States and the Republic of Serbia. Offers must show unit prices, extension, and total price. All items, services, spare parts, etc. must be clearly labeled and included in the total price. Quotations must be a fixed price, payable in **Serbian Dinars**.

Validity Period

Offers must remain valid for not less than thirty (30) calendar days after the offer deadline.

Negotiations

Best offer quotations are requested. It is anticipated that awards will be made solely on the basis of these original quotations. However, SEE ICT reserves the right to conduct negotiations and/or request clarifications prior to awarding a Contract or Purchase Order.

Award

The award will be made to a responsible offeror whose offer follows the RFQ instructions, meets the minimum technical specifications, meets the origin requirements, and is judged to be the most advantageous to SEE ICT in terms of quality, cost and delivery. In judging the offers, the following criteria will be used with the approximate weights applied accordingly:

- **Offered services (50%)** - Whether the proposed services meet the specification
- **Cost proposal (50%)** – Based on the total cost presented in the proposal

Please note: SEE ICT reserves the right to place partial orders based on any quotation received — i.e., based on the quotation received, SEE ICT may place an order for all, some, or none of the quoted items.

Terms and Conditions

This solicitation is subject to SEE ICT's standard terms and conditions. Any resultant award or purchase order will be governed by these terms and conditions. Please note that SEE ICT standard payment terms are within 15 days of receiving the invoice and no later than 30 days.

Section II Technical Specification

Procurement description: Consultant for conducting due diligence process :

Indicative period of service: September 2024 - December 2024

- Conducting a due diligence process in order to properly assess businesses and their needs, so they can be effectively matched;
- Conducting a business due diligence process of matchmaking candidates from Serbia and developed markets (both businesses and individuals) (approximately 30 entities to go through the due diligence process during the contracting period, +/-10%);
- Conducting a technical due diligence process of matchmaking candidates from Serbia and developed markets (both businesses and individuals);
- Conducting candidate interviews and reference calls as a part of due diligence process for business co-founders and companies from Serbia and abroad and participating in the decision-making process deciding the outcome of the due diligence process;
- Analysis of the business performance of individuals and companies participating in the due diligence process.

Specific tasks include the following:

- Preparation of the briefing documents with prospects for networking trips that the project team is taking part in;
- Work on conducting a due diligence process in order to properly assess businesses and their needs, so they can be effectively matched;
- Conducting candidate interviews and reference calls as a part of due diligence process for business and technical co-founders and companies from Serbia and abroad and participating in the decision-making process deciding the outcome of the due diligence process;
- Analysis of the business performance of individuals and companies

participating in the due diligence process;

- Conducting interviews and reference calls with the company's Chief Technology Officer (CTO) or other top-ranking technology experts;
- Insight into the relevant parts of the code of technical projects or products of companies participating in the due diligence process, for the purpose of quality control;
- Insight into the processes and procedures and internal organization of technical teams within the company participating in the due diligence process.

Indicative timeline*:

No	Task	Indicative date(s)
1.	Preparation of the briefing documents with prospects for networking trips that the project team is taking part in	September 2024 - December 2024
2.	Work on conducting a due diligence process in order to properly assess businesses and their needs, so they can be effectively matched	September 2024 - December 2024
3.	Conducting candidate interviews and reference calls as a part of Due Diligence process for business and technical co-founders and companies from Serbia and abroad and participating in the decision-making process deciding the outcome of the due diligence process	September 2024 - December 2024
4.	Analysis of the business performance of individuals and companies participating in the due diligence process	September 2024 - December 2024

5.	Conducting interviews and reference calls with the company's Chief Technology Officer (CTO) or other top-ranking technology experts	September 2024 - December 2024
6.	Insight into the relevant parts of the code of technical projects or products of companies participating in the due diligence process, for the purpose of quality control	September 2024 - December 2024
7.	Insight into the processes and procedures and internal organization of technical teams within the company participating in the due diligence process	September 2024 - December 2024

*Information will be confirmed and provided by the Contracting Authority in a timely manner.

If there is a difference between the offer and the specification required, please indicate and describe the difference.

SERVICES AGREEMENT

This Services Agreement (“**Agreement**”) has been entered into between the following parties:

UGOVOR O PRUŽANJU USLUGA

Ovaj ugovor o pružanju usluga („**Ugovor**“) je zaključen između:

1. **Association “SEE ICT”**, company registration number 28011547, Savska 5, Belgrade – Savski Venac (hereinafter “**Association**”)

and

2. **VENDOR NAME**, with registered seat at **ADDRESS, CITY, company registration number XXXX** (hereinafter „**Service Provider**“)

hereinafter individually as “**Party**” or together as “**Parties**”.

Preamble

- (A) Service provider will provide services within the project “Venture an Idea” DSI/BIF/2021/002;
- (B) The consultant is an expert in the field of **SPECIFY SERVICES**;
- (C) Association SEE ICT deals with strengthening of communities and individuals in the fields of technology and entrepreneurship;
- (D) The Service provider is willing to provide the Services (as defined in Appendix B) to Association SEE ICT.

The Parties have agreed as follows:

1. Services

1.1. Services. Association SEE ICT hereby engages the Service provider, and the Service provider hereby agrees to provide Association SEE ICT with the services as defined in Appendix B (“**Services**”).

1. **Udruženja „SEE ICT“**, matični broj 28011547, Savska 5, Beograd – Savski Venac (u daljem tekstu „**Udruženje**“)

i

2. **IME DOBAVLJAČA**, sa registrovanim sedištem na **ADRESA, GRAD, MATIČNI BROJ XXXXX** (u daljem tekstu “**Pružalac usluga**”)

u daljem tekstu pojedinačno „**Ugovorna strana**” ili zajednički „**Ugovorne strane**”.

Preambula

- (A) Pružalac usluge će pružiti uslugu za potrebe projekta “Preduzmi Ideju” DSI/BIF/2021/002;
- (B) Konsultant je stručan za konsultantske aktivnosti **OPIS USLUGE/ROBE**;
- (C) Udruženje SEE ICT se bavi jačanjem zajednica i pojedinaca u oblastima tehnologije, i preduzetništva;
- (D) Pružalac usluge je voljan da pruža Usluge (kako su definisane u Prilogu B) Udruženju SEE ICT.

Ugovorne strane su se dogovorile kako sledi:

1. Usluge

1.1. Usluge. Udruženje SEE ICT ovim putem angažuje Pružalaca usluge, i Pružalac usluge se ovim putem saglašava da Udruženju SEE ICT pruža usluge kako su definisane u Prilogu B („**Usluge**”).

1.2. Performance of services. The Service provider will perform the Services in an expert and professional manner, and in accordance with the terms of this Agreement.

1.3. Statements. The Service provider states and confirms that it:

- possess the skills, expertise and professional qualifications required for the proper performance of the Services in accordance with this Agreement;
- the implementation and execution of this Agreement, including acceptance of any payment under this Agreement, is not contrary to any applicable law or freelance rules and does not constitute a violation of any employment or other relationship by the Service provider or any other person's rights (such as copyright or other intellectual property right);
- possesses all necessary permits, licenses, registrations, consents and approvals, and has sent all necessary notices to all relevant persons, which are required for the performance of the Services under any laws or by-laws.
- will act and take the actions provided for in this Agreement in a manner consistent with good business practice and applicable laws, regulations, codes and / or sanctions.

1.4. Deadline for performance of Services. The Service provider undertakes to perform the Services **within the prescribed deadline of MONTH, YEAR - MONTH, YEAR**. The Parties agree that the Service provider is free to

1.2. Vršenje usluga. Pružalac usluge će vršiti Usluge na stručan i profesionalan način, i u skladu sa uslovima ovog Ugovora.

1.3. Izjave. Pružalac usluge izjavljuje i potvrđuje da:

- poseduje veštine, stručnost i profesionalne kvalifikacije koje su potrebne za pravilno obavljanje Usluga u skladu sa ovim Ugovorom;
- sprovođenje i izvršavanje ovog Ugovora, uključujući prihvatanje bilo koje isplate na osnovu ovog Ugovora, nije u suprotnosti sa bilo kojim važećim zakonom ili pravilima slobodne profesije i ne predstavlja kršenje bilo kog radnog ili drugog odnosa od strane Pružalaca usluge niti kršenje prava bilo kog drugog lica (kao što su autorska prava ili neko drugo pravo intelektualne svojine);
- raspolaže svim neophodnim dozvolama, licencama, registracijama, saglasnostima i odobrenjima, i da je poslao svako potrebno obaveštenje svim relevantnim licima, koje je za obavljanje Usluga potrebno po bilo kom zakonu ili podzakonskom aktu.
- će se ponašati i preduzimati radnje predviđene ovim Ugovorom na način koji je u skladu sa dobrim poslovnim običajima i važećim zakonodavstvom, propisima, kodeksima i / ili sankcijama.

1.4. Rok izvršenja Usluga. Pružalac usluge se obavezuje da izvršava Usluge u **predviđenom roku MESEC, GODINA - MESEC, GODINA**. Strane su saglasne da je Pružalac usluge slobodan da sam

organize the time for performance of the Services, as long as they are provided within the prescribed deadline.

The Service provider chooses, at their own discretion, the time in which they are available for provision of Services. The Service provider may check the availability of Association SEE ICT at such determined time if it deems the presence of Association SEE ICT necessary for consultations, counselling, agreements or for other reasons for which the Service provider or the Association SEE ICT may consider the presence of both Parties necessary or expedient.

1.5. Equipment. The Service provider is responsible for the procurement of material and non-material assets and equipment required for provision of Services. The Service provider is obliged to possess or otherwise own all means and equipment that will be used for provision of Services and to bear all costs incurred by the use of such materials and equipment.

If the use of certain means or equipment necessary for provision and performance of Services requires obtaining the necessary permits, consents, or approvals in accordance with applicable law, only the Service provider shall ensure the acquisition and possession of such necessary licenses, consents, or approvals in accordance with applicable law.

The Service provider is responsible for the maintenance of all devices and equipment (such as telephones) and connections required for provision of Services, as well as for all associated costs.

Place of performance of the Service. The Service provider will provide the Services from the place of his usual performance of activities, or in the premises of the Association SEE ICT or elsewhere only exceptionally when it corresponds to the

organizuje vreme izvršavanja Usluga, dok god su pružene u predviđenom roku.

Pružalac usluge bira, po sopstvenom nahođenju, vreme u kom je dostupan za pružanje Usluga. Pružalac usluge može proveriti dostupnost Udruženja SEE ICT u tako odabranom vremenu ukoliko smatra da je prisustvo Udruženja SEE ICT neophodno radi konsultacija, savetovanja, dogovora ili iz drugih razloga iz kojih Pružalac usluge ili Udruženja SEE ICT mogu smatrati prisustvo obe Ugovorne strane neophodnim ili celishodnim za izvršenje Usluga.

1.5. Oprema. Pružalac usluge je odgovoran za nabavku materijalnih i nematerijalnih sredstava i opreme potrebnih za pružanje Usluga. Pružalac usluge je dužan da ima u svojini ili na drugi način u posedu sva sredstva i opremu koje će koristiti za pružanje Usluga i da snosi sve troškove nastale korišćenjem takvih materijala i opreme.

Ukoliko korišćenje određenih sredstava ili opreme potrebne za pružanje i izvršenje Usluga zahteva pribavljanje neophodnih dozvola, saglasnosti, ili odobrenja u skladu sa važećim pravom, isključivo Pružalac usluge će se starati o pribavljanju i posedovanju takvih neophodnih dozvola, saglasnosti, ili odobrenja u skladu sa važećim pravom.

Pružalac usluge je odgovoran za održavanje svih uređaja i opreme (kao što su telefoni) i veza potrebnih za pružanje Usluga, kao i za sve povezane troškove.

Mesto izvršenja Usluga. Pružalac usluge će Usluge pružati iz mesta svog uobičajenog obavljanja delatnosti, a u prostorijama Udruženja SEE ICT ili na drugom mestu samo izuzetno kada to odgovara prirodi posla radi čijeg izvršenja se Usluge pružaju.

nature of the work for the performance of which the Services are provided.

2. Fee

- 2.1. **Fee.** Association SEE ICT will pay the Service provider a fee for the completion of the Services listed in Appendix C (“**Service Fee**”). The Service Fee is final and Association SEE ICT will not be obliged to pay any additional compensation or remuneration in connection with the obligations undertaken by the Service provider under this Agreement, unless otherwise agreed in advance with the Association SEE ICT in writing.
- 2.2. **Taxes.** The Service provider is solely responsible for his tax obligations and for obtaining any compulsory insurance.
- 2.3. **VAT.** The fee defined in this article is agreed in the net amount without VAT. If the Service provider is registered in the VAT system in the Republic of Serbia, the Service provider will calculate VAT on the amount of the fee. The Association SEE ICT will pay the calculated VAT to the Service provider simultaneously with the payment of the fee, provided that the Service provider submits to the Association SEE ICT a VAT invoice issued in accordance with the Law on VAT and other relevant VAT regulations of the Republic of Serbia (except in the case when the procurement is carried out through a project in which the donor requests exemption of services/ goods from VAT).
- 2.4. **Fair market value.** The Parties state and warrant that, to the best of their knowledge, the Service Fee listed in Schedule B represents a fair market value for the Services.

2. Naknada

- 2.1. **Naknada.** Udruženje SEE ICT će Pružalac usluge platiti naknadu za završetak Usluga navedenih u Prilogu C („**Naknada za usluge**“). Naknada za usluge je konačna i Udruženje SEE ICT neće biti dužan da plaća nikakvu dodatnu nadoknadu niti naknadu u vezi sa obavezama koje je Pružalac usluge preuzeo na osnovu ovog Ugovora, osim ukoliko je to unapred dogovoreno sa Udruženjem SEE ICT pisanim putem.
- 2.2. **Porezi.** Pružalac usluge je samostalno odgovoran za svoje poreske obaveze i za pribavljanje bilo kojeg obaveznog osiguranja.
- 2.3. **PDV.** Naknada definisana u ovom članu ugovorena je u neto iznosu bez PDV-a. Ukoliko je Pružalac usluge registrovan u sistemu PDV u Republici Srbiji, Pružalac usluge će obračunati PDV na iznos naknade. Udruženje SEE ICT će platiti tako obračunat PDV Pružalac usluge istovremeno sa plaćanjem naknade, pod uslovom da Pružalac usluge Udruženju SEE ICT dostavi PDV račun izdat u skladu sa Zakonom o PDV-u i drugim relevantnim PDV propisima Republike Srbije (osim u slučaju kada se nabavka sprovodi kroz projekat u kome donator zahteva oslobođanje usluga/robe od PDV-a).
- 2.4. **Pravična tržišna vrednost.** Ugovorne strane izjavljuju i garantuju da, prema njihovim najboljim saznanjima, Naknada za usluge navedena u Prilogu B predstavlja pravičnu tržišnu vrednost za Usluge.

- 2.5. Expenses.** Association SEE ICT will not bear the costs of the Service provider directly related to the provision of the Services, all in accordance with the provisions of Appendix C ("**Expenses**").
- 2.6. Restrictions.** Payment of Service Fee and Expenses is subject to the limitations provided by all applicable laws and / or liberal professions rules (including, but not limited to, the relevant code of practice, if any), and - as a consequence – Association SEE ICT will not be obliged to perform any payments over these limits.
- 2.7. Invoice and payment terms.** The Service provider will invoice the Service Fee and any recoverable Expenses to the SEE ICT Association. Requirements relating to invoices, addresses and terms of payment are set out in Appendix C.

3. Independent contractor

- 3.1. Relationship.** There is no employment relationship between Association SEE ICT and the Service provider, and the Parties are independent contractors. This Agreement shall not be interpreted to establish any relationship of subordination or employment relationship between the Parties. The Service provider will undertake and perform the Services under this Agreement as an independent contractor and not as an employee of Association SEE ICT. The Service provider shall not in any way speak on behalf of Association SEE ICT, represent, bind or oblige Association SEE ICT without prior written authorization from Association SEE ICT.

The Service provider independently manages the work process during the performance of Services, within the framework of instructions and supervision if they exist when it corresponds to the nature of the

- 2.5. Troškovi.** Udruženje SEE ICT neće snositi troškove Pružalac usluge koji se neposredno tiču vršenja Usluga, a sve u skladu sa odredbama Priloga C („**Troškovi**”).
- 2.6. Ograničenja.** Plaćanje Naknade za usluge i Troškova podložno je ograničenjima predviđenim svim važećim zakonima i / ili pravilima slobodnih profesija (uključujući, ali ne ograničavajući se na relevantni kodeks prakse, ukoliko postoji), i - kao posledica toga – Udruženje SEE ICT neće biti obavezno da vrši bilo kakva plaćanja preko ovih ograničenja.
- 2.7. Faktura i uslovi plaćanja.** Pružalac usluge će fakturisati Naknadu za usluge i eventualne nadoknadive Troškove Udruženju SEE ICT. Zahtevi koji se odnose na fakture, adrese i uslove plaćanja navedeni su u Prilogu C.

3. Nezavisni ugovarač

- 3.1. Odnos.** Ne postoji radni odnos između Udruženja SEE ICT i Pružaoca usluge, a Ugovorne strane su nezavisni ugovarači. Ovaj Ugovor neće se tumačiti na način da se uspostavlja bilo kakav odnos podređenosti ili radni odnos između Ugovornih strana. Pružalac usluge će preduzimati i vršiti Usluge na osnovu ovog Ugovora kao nezavisni ugovarač, a ne kao zaposleni u Udruženju SEE ICT. Pružalac usluge neće ni na koji način govoriti u ime Udruženja SEE ICT, zastupati, vezati ili obavezati Udruženje SEE ICT bez prethodnog pisanog ovlašćenja Udruženja SEE ICT.

Pružalac usluge samostalno rukovodi procesom rada prilikom izvršenja Usluga, u okvirima uputstava i nadzora ukoliko postoje kada to odgovara prirodi posla radi čijeg izvršenja se Usluge pružaju.

work for the execution of which the Services are performed.

This Agreement shall not be interpreted to constitute any prohibitions on the Service provider providing Services to third parties, with respect to the provisions of Articles 4 and 5 of this Agreement.

3.2. Trainings and specializations. Association SEE ICT will not perform or organize professional training or specialization for the Service provider regarding the activities and expertise referred to in the Preamble of this Agreement, and the Service provider undertakes not to request from Association SEE ICT to perform or organize such professional training or specialization. The Service provider undertakes to organize for itself, if required, necessary professional training, i.e. specialization.

3.3. Injuries and damages. Association SEE ICT shall not be liable for any accident, damage, illness or personal injury caused by the Service provider during the performance of this Agreement, and the Service provider shall indemnify and shall not hold Association SEE ICT liable for any claims in this regard.

If Association SEE ICT continues to supply products or provide services to third parties, which products and / or services arise from the Services provided under this Agreement, the Service provider undertakes to bear the risk for such delivered products and / or services and indemnify Association SEE ICT for damage incurred in connection with the performance of Services.

3.4. Transparency. In connection with the limitations set forth in Article 4, the Service provider shall disclose its consulting relationship with Association SEE ICT whenever it writes or speaks publicly on an issue that is the subject of the Agreement or otherwise relates to Association SEE ICT.

Ovaj Ugovor neće se tumačiti na način da se smatra da postoji bilo kakva zabrana Pružalac usluge da pruža Usluge trećim licima, uz poštovanje odredaba iz članova 4 i 5 ovog Ugovora.

3.2. Obuke i usavršavanja. Udruženje SEE ICT neće vršiti ili organizovati stručno osposobljavanje ili usavršavanje Pružalca usluge u pogledu delatnosti i stručnosti iz Preambule ovog Ugovora, a Pružalac usluge se obavezuje da od Udruženja SEE ICT neće zahtevati da vrši ili organizuje takvo stručno osposobljavanje ili usavršavanje te se Pružalac usluge obavezuje da sam sebi organizuje, ukoliko bude potrebno, neophodna stručna osposobljavanja, odnosno usavršavanja.

3.3. Povrede i štete. Udruženje SEE ICT neće snositi odgovornost za bilo kakvu nezgodu, štetu, bolest ili ličnu povredu koje je prouzrokovao Pružalac usluge tokom izvršavanja ovog Ugovora, a Pružalac usluge će obešteti i neće smatrati Udruženje SEE ICT odgovornim za bilo koje zahteve u vezi sa tim.

Ukoliko Udruženje SEE ICT dalje isporučuje proizvode ili pruža usluge trećim licima, a koji proizvodi i/ili usluge nastaju na osnovu Usluga pruženih na osnovu ovog Ugovora, Pružalac usluge se obavezuje da snosi rizik za tako isporučene proizvode i/ili pružene usluge i obešteti Udruženje SEE ICT za štetu nastalu u vezi sa izvršenjem Usluga.

3.4. Transparentnost. U skladu sa ograničenjima navedenim u članu 4, Pružalac usluge će otkriti svoj poslovni odnos sa Udruženjem SEE ICT kad god piše ili javno govori o pitanju koje predstavlja predmet Ugovora ili se na drugi način odnosi na Udruženje SEE ICT.

3.5. All obligations set forth in this Agreement, which by their nature may also apply to employees (and / or otherwise engaged staff) of the Service provider, are applicable to such employees and / or staff. In any case, the Service provider is solely responsible for ensuring, through appropriate written agreements with its employees and / or personnel engaged in the provision of Services, that they comply with all obligations under this Agreement, as well as all applicable laws and regulations necessary for performance of Services. The Service provider shall be liable for damages caused by the breach of the obligations set forth in this Agreement or any applicable laws and regulations by their employees and / or personnel engaged in the provision of the Services.

3.5. Sve obaveze određene ovim Ugovorom, koje bi se prema svojoj prirodi mogle odnositi i na zaposlene (i/ili na drugi način angažovano osoblje) kod Pružaoca usluge, primenjive su na zaposlene i/ili osoblje. U svakom slučaju, Pružalac usluge je isključivo odgovoran da obezbedi, putem odgovarajućih pisanih sporazuma sa svojim zaposlenima i/ili osobljem angažovanim u pružanju Usluga, da se oni pridržavaju svih obaveza predviđenih ovim Ugovorom, kao i svih važećih zakona i propisa neophodnih za izvršenje Usluga. Pružalac usluge preuzima odgovornost za štete prouzrokovane kršenjem obaveza određenih ovim Ugovorom ili bilo kojih primenljivih zakona i propisa od strane njegovih zaposlenih i/ili osoblja angažovanih u pružanju Usluga.

4. Intellectual property rights

4.1. Results. The Service provider hereby grants Association SEE ICT the right to reproduce, distribute, publish, and translate, any results or products, including work products submitted under the Services (including, but not limited to, data, documents, reports, training materials, abstracts and publications) which constitute intellectual property, which may include in particular patents, copyright, industrial designs, trademarks, topography of semiconductor products, whether or not registered (and the remainder thereof), databases, technical knowledge and experience (know-how), contained in the Services provided, free of charge.

4. Prava intelektualne svojine

4.1. Rezultati. Pružalac usluge ovim putem daje Udruženju SEE ICT pravo na umnožavanje, distribuciju, objavljivanje, i prevođenje, bilo kakvih rezultata ili proizvoda, uključujući proizvode rada dostavljene u okviru Usluga (uključujući, ali ne ograničavajući se na podatke, dokumente, izveštaje, materijale za obuku, sažetke i publikacije) koji predstavljaju intelektualnu svojinu, što može uključivati naročito, patente, autorska prava, industrijski dizajn, žigove, topografiju poluprovodničkih proizvoda, bez obzira da li su registrovana ili ne (i njihov preostali deo), baze podataka, tehnička znanja i iskustva (*know-how*), sadržana u pruženim Uslugama, bez naknade.

5. Confidentiality

5.1. In general. During the term of this Agreement and for a period of 4 years

5. Poverljivost

5.1. Uopšteno. Tokom trajanja ovog Ugovora i tokom perioda od 4 godine nakon prestanka

after the termination of this Agreement, the Service provider shall keep confidential and shall not disclose to third parties or use for purposes other than the performance of this Agreement any information relating to affairs of Association SEE ICT or related persons, financial data, prices, lists of clients and associates, projects, economic data, systems, plans, procedures, operations, techniques, technology, patent applications, trade secrets, know-how, inventions, technical data or specifications, test methods, research and development activities, advertising strategies, the terms of this Agreement or other confidential or information owned by Association SEE ICT (hereinafter referred to as "**Confidential Information**"). The Service provider will protect that Confidential Information with the same degree of care that it uses to protect its Confidential Information (but in no case less than a reasonable degree of attention) and prevent unauthorized, negligent or unintentional use, disclosure or their publishing.

5.2. Internal disclosure. The Service provider may disclose Association SEE ICT Confidential Information only to its employees, subcontractors, colleagues or advisors who need to know them in order for the Service provider to perform the Services (which may include, but is not limited to, lawyers, technical experts and accountants), provided that such employees, subcontractors, colleagues and advisors have signed a confidentiality agreement with similar and sufficient provisions protecting the disclosure of confidential information as contained herein, or are otherwise bound by such obligation of confidentiality.

5.3. Exceptions. Obligations provided for in Article 5.1. will not apply to Confidential Information that (i) is already in the possession of the Service provider without obligation of confidentiality (as shown in documents not originating from

trajanja ovog Ugovora, Pružalac usluge će održavati poverljivim i neće odavati trećem licu, niti koristiti u druge svrhe, osim u svrhu izvršenja ovog Ugovora, bilo koje podatke koji se odnose na poslove Udruženja SEE ICT ili sa njim povezanih lica, finansijske podatke, cene, spiskove klijenata i saradnika, projekte, ekonomske podatke, sisteme, planove, procedure, operacije, tehnike, tehnologiju, prijave patenta, poslovne tajne, *know-how*, pronalaskе, tehničke podatke ili specifikacije, metode ispitivanja, aktivnosti istraživanja i razvoja, strategije reklamiranja, uslove ovog Ugovora ili druge poverljive ili informacije koje su u vlasništvu Udruženja SEE ICT (u daljem tekstu „**Poverljive informacije**“). Pružalac usluge će zaštititi te Poverljive informacije sa istim stepenom pažnje koji koristi da zaštiti svoje Poverljive informacije (ali ni u kom slučaju manjim od razumnog stepena pažnje) i sprečiti neovlašćeno, nemarno ili nenamerno korišćenje, otkrivanje ili njihovo objavljivanje.

5.2. Interno otkrivanje. Pružalac usluge može otkriti Poverljive informacije Udruženja SEE ICT samo svojim zaposlenima, podugovaračima, kolegama ili savetnicima za koje je neophodno da ih znaju kako bi Pružalac usluge mogao da obavlja Usluge (što može uključivati, ali ne ograničavajući se na, advokate, tehničke stručnjake i računovođe), pod uslovom da su takvi zaposleni, podugovarači, kolege i savetnici potpisali ugovor o poverljivosti podataka sa sličnim i dovoljnim odredbama koje štite otkrivanje poverljivih informacija kako je to sadržano ovde, ili su na neki drugi način vezani takvom obavezom poverljivosti.

5.3. Izuzeci. Obaveze predviđene članom 5.1. neće se odnositi na Poverljive informacije koje (i) su već u posedu Pružaoca usluge bez obaveze poverljivosti (kako je prikazao u spisima koji ne potiču od Udruženja SEE ICT), (ii) su bile u javnom domenu u vreme

Association SEE ICT), (ii) was in the public domain at the time it was disclosed to the Service provider or disclosures become part of the public domain without violating any obligation of the Service provider to Association SEE ICT, (iii) was provided to the Service provider by a third party without violating any confidentiality obligation that third party has with respect to Confidential Information or (iv) are disclosed under an order or request of a court, administrative agency or other governmental body. With respect to (iv), the Service provider shall promptly notify Association SEE ICT of any order or request to enable Association SEE ICT to request an interim measure or otherwise prevent such disclosure. Confidential information will not be considered publicly available just because one or more of its parts are in the public domain.

- 5.4. Data submission.** By signing this Agreement, the Service provider agrees that the basic information of the Agreement as well as the services exchanged by the Parties are electronically documented and processed for the purposes of transparency.

6. Personal data protection

- 6.1. Association SEE ICT.** In processing the personal data provided by the Service provider to Association SEE ICT in connection with this Agreement, Association SEE ICT shall comply with the applicable laws and regulations governing the processing of personal data.
- 6.2. Service provider.** In the event that the Service provider obtains access to any personal data in connection with the provision of the Services, the Service provider shall handle such personal data at all times in accordance with the

kada su otkrivene Pružaocu usluge ili su nakon otkrivanja postale deo javnog domena bez kršenja bilo koje obaveze koju Pružalac usluge ima prema Udruženju SEE ICT, (iii) je treće lice pružilo Pružalacu usluge bez kršenja bilo koje obaveze poverljivosti koju to treće lice ima u vezi sa Poverljivim informacijama ili (iv) se otkrivaju po osnovu naloga ili zahteva suda, administrativne agencije ili drugog vladinog organa. U pogledu (iv) Pružalac usluge će odmah obavestiti Udruženje SEE ICT o bilo kom nalogu ili zahtevu kako bi omogućio Udruženju SEE ICT da zahteva privremenu meru ili na drugi način spreči takvo otkrivanje. Poverljive informacije se neće smatrati javno dostupnim samo zato što je jedan ili više njihovih delova u javnom domenu.

- 5.4. Davanje podataka.** Potpisivanjem ovog Ugovora, Pružalac usluge se saglašava da su osnovni podaci Ugovora kao i usluge koje razmenjuju Ugovorne strane elektronski dokumentovani i obrađeni u svrhe transparentnosti.

6. Zaštita podataka o ličnosti

- 6.1. Udruženje SEE ICT.** Prilikom obrade podataka o ličnosti koje Pružalac usluge pruža Udruženju SEE ICT u vezi sa ovim Ugovorom, Udruženje SEE ICT će se pridržavati važećih zakona i propisa kojima se reguliše obrada podataka o ličnosti.
- 6.2. Pružalac usluge** U slučaju da Pružalac usluge dobije pristup bilo kakvim podacima o ličnosti u vezi sa vršenjem Usluga, Pružalac usluge će sa takvim podacima o ličnosti postupati u svakom trenutku u

requirements set forth in the regulations on personal data protection.

skladu sa zahtevima navedenim u propisima o zaštiti podataka o ličnosti.

7. Duration of the Agreement

7.1. Duration of the Agreement. This Agreement shall enter into force on the date on which it is signed by the Party which is the last one to sign it. The Agreement is automatically terminated by the performance of the Services.

7.2. Termination notice. Association SEE ICT may terminate this Agreement with immediate effect without giving reasons by giving written notice to the Service provider, provided, without exception, that Association SEE ICT pays the Service provider the part of the Service Fee equal to the percentage of work performed at the time of termination, which is supported by the Service provider by appropriate written documentation.

7.3. Termination due to non-fulfilment of obligations. Termination due to non-fulfilment of obligations. Either Party may terminate this Agreement with immediate effect, by giving written notice to the other Party if the other Party violates this Agreement and (i) such breach is significant and cannot be remedied, either temporarily or permanently or (ii) in all other cases if the violation has not been remedied within thirty (30) days of service of the written notice requesting the same. For the purposes of this Article, a breach of any of the warranties set forth in Section 1.3 by the Service provider shall be deemed a significant breach of this Agreement that cannot be remedied.

8. Other provisions

7. Trajanje Ugovora

7.1. Trajanje Ugovora. Ovaj Ugovor stupa na snagu danom kada bude potpisan od Ugovorne strane koja ga kasnije potpiše. Ugovor i automatski prestaje izvršenjem Usluga.

7.2. Obaveštenje o raskidu. Udruženje SEE ICT može raskinuti ovaj Ugovor sa trenutnim dejstvom bez navođenja razloga tako što će Pružaocu usluge dostaviti pismeno obaveštenje o tome, pod uslovom bez izuzetka da Udruženje SEE ICT Pružaocu usluge izvrši plaćanje onog dela Naknade za usluge koji je jednak procentu obavljenog posla u trenutku raskida, što bude dokazano od strane Pružaoca usluge odgovarajućom pismenom dokumentacijom.

7.3. Raskid zbog neispunjenja obaveza. Svaka Ugovorna strana može raskinuti ovaj Ugovor sa trenutnim dejstvom, pismenim obaveštenjem druge Ugovorne strane, ako druga Ugovorna strana prekrši ovaj Ugovor i (i) takvo kršenje je značajno i ne može se otkloniti, bilo privremeno ili trajno ili (ii) u svim ostalim slučajevima ako kršenje nije otklonjeno u roku od trideset (30) dana nakon uručjenja pismenog obaveštenja kojim se isto zahteva. U svrhu ovog člana, kršenje bilo koje od garancija navedenih u članu 1.3 od strane Pružaoca usluge smatraće se značajnim kršenjem ovog Ugovora koje se ne može otkloniti.

8. Ostale odredbe

- 8.1. Assignment.** Association SEE ICT may, with written notice to the Service provider, assign this Agreement to any of its affiliates.
- 8.2. Subcontractors.** The Service provider may use the services of subcontractors to perform the Services. Subcontracting of any part of the Services by the Service provider does not release the Service provider from any of his / her obligations under this Agreement, and the Service provider shall be fully responsible for the Services performed by the subcontractor.
- 8.3. Expenses.** Each Party shall bear its own costs related to the conclusion of this Agreement.
- 8.4. Acting in accordance with applicable law.** The Parties guarantee that the agreements specified in this Agreement are in accordance with all applicable regulations.
- 8.5. Applicable language.** This Agreement is made in the Serbian language and English language. In case of any discrepancies, the Serbian version shall prevail.
- 8.6. Applicable law.** This Agreement will be regulated and interpreted in accordance with the law of the Republic of Serbia.
- 8.7. Disputes.** All disputes arising out of or in connection with this Agreement, which cannot be settled amicably between the Parties, shall be settled in the exclusive jurisdiction of the competent court of the Republic of Serbia.
- 8.1. Ustupanje.** Udruženje SEE ICT može, uz pismeno obaveštenje Pružaocu usluge, ustupiti ovaj Ugovor bilo kom od svojih povezanih lica.
- 8.2. Podugovarači.** Pružalac usluge može koristiti usluge podugovarača za obavljanje Usluga. Podugovaranje bilo kog dela Usluga od strane Pružalac usluge ne oslobađa Pružaoca usluge bilo koje od njegovih/njenih obaveza iz ovog Ugovora, a Pružalac usluge će u potpunosti biti odgovoran za Usluge koje izvrši podugovarač.
- 8.3. Troškovi.** Svaka Ugovorna strana će snositi sopstvene troškove u vezi sa zaključenjem ovog Ugovora.
- 8.4. Postupanje u skladu sa važećim pravom.** Ugovorne strane garantuju da su dogovori navedeni u ovom Ugovoru u skladu sa svim važećim propisima.
- 8.5. Važeći jezik.** Ovaj Ugovor je sačinjen na srpskom jeziku i engleskom jeziku. U slučaju nesuglasica, prevagu će imati verzija na srpskom jeziku.
- 8.6. Važeće pravo.** Ovaj Ugovor će biti uređen i tumačen u skladu sa pravom Republike Srbije.
- 8.7. Sporovi.** Svi sporovi koji proizilaze iz ovog Ugovora ili u vezi sa njim, a koji se ne mogu sporazumno rešiti između Ugovornih strana, biće rešavani u isključivoj nadležnosti nadležnog suda Republike Srbije.

For / Za: **VENDOR LEGAL NAME**

For / Za Association SEE ICT

Name / Ime: **VENDOR NAME**
 Position/ Funkcija: **XXXXXXXXXX**
 Date / Datum: **XXXXXXXXXX**

Name / Ime: Vukašin Stojkov
 Position / Funkcija: Zakonski
 zastupnik i generalni direktor
 Date/datum: **XXXXXXXXXX**

Appendix A / Prilog A – Standard Provisions / Ugovorne odredbe

- Appendix A contains “Mandatory Standard Provision” and “Required As Standard Provisions” i.e. a list of the standard provisions applicable to this Agreement, in accordance with Fixed Amount Award No. DSI/BIF/2021/002, concluded between DSI and Association SEE ICT. The full text of the standard provisions is available at the following link: <https://www.usaid.gov/about-us/agency-policy/series-300/references-chapter/303mab>.
- The Service Provider confirms that it has read the Mandatory Standard Provisions and that it accepts them in full. The Service Provider undertakes to read and acknowledge all subsequent changes to the Mandatory Standard Provision, on which changes it will be timely notified by Association SEE ICT.
- Prilog A sadrži “Standardne ugovorne odredbe” i “Dopunske ugovorne odredbe” odnosno listu standardnih i dopunskih odredbi koje se primenjuju na ovaj Ugovor, u skladu sa odredbama Fixed Amount Award No. DSI/BIF/2021/002 zaključenog između DSI i Udruženja SEE ICT. Kompletan tekst standardnih i dopunskih odredbi je dostupan na sledećem linku: <https://www.usaid.gov/about-us/agency-policy/series-300/references-chapter/303mab>.
- Pružalac usluga potvrđuje da je pročitao Standardne ugovorne odredbe, i da iste prihvata u celosti. Pružalac usluga se obavezuje da pročita i prihvati sve naknadne izmene Standardnih ugovornih odredbi o kojima će ga Udruženje SEE ICT blagovremeno obavestiti.

List of the provisions applicable to this Agreement:

1. M4. NOTICES (JUNE 2012)
2. M5. PROCUREMENT POLICIES (JUNE 2012)
3. M6. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (MAY 2020)
4. M7. TITLE TO AND USE OF PROPERTY (DECEMBER 2014)
5. M9. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID- FUNDED ASSISTANCE (DECEMBER 2014)
6. M10. AWARD TERMINATION AND SUSPENSION (DECEMBER 2014)
7. M12. DEBARMENT AND SUSPENSION (JUNE 2012)
8. M14. PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (MAY 2020)
9. M15. TRAFFICKING IN PERSONS (April 2016)
10. M17. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2016)
11. M22. ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (DECEMBER 2022)
12. M24. PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)
13. M25. CHILD SAFEGUARDING (June 2015)
14. M26. MANDATORY DISCLOSURES (DECEMBER 2022)
15. M27. NONDISCRIMINATION AGAINST BENEFICIARIES (November 2016)

16. M28. CONFLICT OF INTEREST (August 2018)
17. M29. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (July 2022)
18. RAA9. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)
19. RAA11. REPORTING HOST GOVERNMENT TAXES (DECEMBER 2022)
20. RAA12. PATENT RIGHTS (DECEMBER 2022)
21. RAA14. INVESTMENT PROMOTION (DECEMBER 2022)

Appendix B / Prilog B – Services / Usluge

- SHORT LIST OF ITEMS TO BE PROCURED:

- SHORT LIST OF ITEMS TO BE PROCURED:

Appendix C / Prilog C – Financial Terms / Finansijski Uslovi

Service Fee	Naknada za Usluge								
Association SEE ICT shall pay to the Consultant the following Fee for Services described in Schedule A.	Udruženje SEE ICT će platiti Konsultantu sledeću naknadu za usluge opisane u Prilogu A:								
Payment will be done in <input checked="" type="checkbox"/> transactions:	Plaćanje će se obaviti u <input checked="" type="checkbox"/> transakcije:								
<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">MONTH YEAR</td> <td style="width: 50%; text-align: center;">RSD XXXXXXXX</td> </tr> <tr> <td style="text-align: center;">MONTH YEAR</td> <td style="text-align: center;">RSD XXXXXXXX</td> </tr> </table>	MONTH YEAR	RSD XXXXXXXX	MONTH YEAR	RSD XXXXXXXX	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">MESEC GODINA</td> <td style="width: 50%; text-align: center;">RSD XXXXXXXX</td> </tr> <tr> <td style="text-align: center;">MESEC GODINA</td> <td style="text-align: center;">RSD XXXXXXXX</td> </tr> </table>	MESEC GODINA	RSD XXXXXXXX	MESEC GODINA	RSD XXXXXXXX
MONTH YEAR	RSD XXXXXXXX								
MONTH YEAR	RSD XXXXXXXX								
MESEC GODINA	RSD XXXXXXXX								
MESEC GODINA	RSD XXXXXXXX								
TOTAL FEE FOR ALL SERVICES	UKUPNA NAKNADA ZA SVE USLUGE								
RSD XXXXXXXX	RSD XXXXXXXX								

Invoicing and Payments	Fakturisanje i Plaćanje
Invoices must contain the following information:	Fakture moraju sadržati sledeće informacije:
Company name VENDOR NAME	Naziv pravnog lica IME DOBAVLJAČA
Company Registration number XXXXXX	Matični broj XXXXXX
TIN XXXXXX	PIB XXXXXX
The stated VAT rate.	Iskazanu stopu PDV-a.

Payment will be made within 30 days of issuance of the invoice.

Plaćanje će se vršiti u roku od 30 dana od izdavanja fakture.