

Request for Quotes SEE ICT/RfQ/2024/6

Subject: Procurement of Equipment

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

Location: Serbia, Belgrade

Issuance Date: 09.10.2024.

Introduction

Venture an Idea Project, supported by the USAID, is soliciting offers for the procurement of Equipment for the project needs. This includes enlist in short the items to be procured.

The services/commodities 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, October 23rd, 2024.**

All offers must be emailed to SEE ICT at ponude@seeict.org. Please reference the RFQ # in the subject line of the email.

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 Wednesday, October 16th, 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.

Important Notice:

As per USG regulation on prohibition on certain telecommunication and video surveillance services or equipment (November 2020), SEE ICT should not obtain:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(3) Telecommunications or video surveillance services provided by such entities or using such equipment.

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

c. "Covered foreign country" is defined in Pub. L. 115-232, Section 889 as the People's Republic of China.

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**.

Delivery

All materials must be delivered to SEE ICT's seat at Savska 5, Belgrade.

Please be advised that the delivery deadline is one of the key factors in the evaluation process. The optimal delivery date of the equipment has been set for November 1st. Prospective suppliers are strongly encouraged to meet or exceed this timeline, as it will be weighted in the final selection of the successful bidder.

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 product (40%)** - Whether the offeror's proposed products meet the specification
- **Cost proposal (30%)** — Based on the total cost presented in the proposal
- **Delivery/Payment Schedule (30%)** — Based on the delivery schedule 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: Provision of enlist in short the items to be procured)

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

Item	Quantity
<p>LED Reflector Bicolor:</p> <ul style="list-style-type: none">• Maximum power consumption: 730W• Color temperature: 2800-6500K• 15,200 fc / 164,000 Lux at 1m (with reflector bowl)• Color rendering: CRI 96, TLCI 97• Brightness adjustment: 0-100%• Operating temperature: -10 to 40 degrees	2
<p>LED RGB Tube:</p> <ul style="list-style-type: none">• Maximum power consumption: 30W• Color temperature: 2700-6500K + RGB• Color rendering: CRI 96, TLCI 98• Battery: Integrated lithium-ion 14.4V/5200mAh/74 .88Wh• Battery life: 150 minutes at maximum power	1

<p>Lighting Stand:</p> <ul style="list-style-type: none"> ● C-stand ● 2.9m maximum height ● 10kg load capacity ● 1.2m boom arm 	2
<p>Lantern Softbox:</p> <ul style="list-style-type: none"> ● 270-degree light spread ● 65cm diameter ● Compatible with LED heads such as SL-150, VL200, and all other LED or flash heads that feature Bowens mount. 	2
<p>Softbox:</p> <ul style="list-style-type: none"> ● Quick-folding ● With grid: honeycomb ● Diameter: 1.2m ● Mount type: Bowens 	4
<p>Mirrorless Camera:</p> <ul style="list-style-type: none"> ● CMOS sensor measuring 35.9 x 23.9 mm with approximately 24.2 MP effective pixels ● Advanced autofocus system with phase detection across the entire sensor, covering 100% of the frame 	2

<ul style="list-style-type: none"> ● In-body image stabilization with sensor shift up to 8 stops ● 7.5 cm touch-sensitive LCD screen with approximately 1.62 million dots ● 4K UHD video recording up to 60p and Full HD up to 180p ● Dual SD card slots compatible with UHS-II cards ● Wi-Fi and Bluetooth connectivity ● Weather-sealed magnesium alloy body 	
<p>Telephoto Lens:</p> <ul style="list-style-type: none"> ● Focal length range: 70-200mm ● Maximum aperture: f/2.8 ● Features image stabilization 	1
<p>Compact Digital Wireless Microphone System/Recorder:</p> <ul style="list-style-type: none"> ● Compatibility with cameras, phones, and computers ● Range up to 200m (656 feet) ● Minimum 6 hours of operation ● Features 2 channels ● Clip-on transmitter 	2

<ul style="list-style-type: none"> ● Equivalent noise level: 22dBA ● Frequency range: 50Hz – 20kHz ● Supported operating systems: macOS 10.11, Windows 10 and later versions 	
<p>USB Microphone:</p> <p>Microphone type: Dynamic</p> <ul style="list-style-type: none"> ● Frequency Response: 20Hz-20kHz ● A/D Resolution: 24-bit/48kHz ● Low Cut Filter: Highpass with Presence Boost 	2
<p>Lavalier Microphones</p> <ul style="list-style-type: none"> ● Cable length: 1.2m (3.9 ft) ● Frequency range: 20 Hz - 20 kHz ● Sensitivity: -32 dB at 1 kHz 	4

Contract/Purchase Order
on COMMODITIES PROCURED

This Agreement is made and entered into effective this xx xxxxxxxx, by and between **VENDOR NAME, ADDRESS, VAT no. xxxxxxxx, ID no XXXXXXXXX**, represented by Name and Surname (hereinafter referred to as "Contractor") and association SEE ICT, address Savska 5, Belgrade, VAT no. 106566270 represented by Vukašin Stojkov (hereinafter SEE ICT).

1. Scope of Work. Under this Agreement, Contractor will provide to SEE ICT the commodities of SPECIFY SERVICES owned by Contractor in country for the needs of the USAID Building Innovation Funnel Project under the terms of the offer of date of signing the contract, which is an integral part of this agreement (Attachment A).

Contractor undertakes to provide the following services:

- supply and delivery of equipment for video filming per specification that can be seen in the request for quotes

Contractor may perform other services related to the original request on SEE ICT's request if able to provide the quality and expertise to perform additional services.

The Contractor guarantees the quality and proper functioning of the equipment and undertakes to perform the related services in professional manner with high quality according to the norms and standards for this type of work, respecting the legal regulations.

The Contractor is not responsible for non-functioning of the equipment and

UGOVOR
O NABAVLJANJU ROBE

Ovaj Ugovor je sklopljen i stupa na snagu xx xxxxxxxxxx, između: **IME DOBAVLJACA, adresa, Republika Srbija, PIB XXXXXXXXX, Matični broj XXXXXXXXX**, koga zastupa IME I PREZIME (u daljem tekstu "Ugovarač") i Udruženja SEE ICT, adresa Savska 5, Beograd, PIB: 106566270, koju zastupa Vukašin Stojkov (u daljem tekstu SEE ICT).

1. Opis posla. Ugovarač će, u okviru ovog Ugovora, pružati profesionalne usluge/robu čiji je vlasnik Ugovarač u zemlji za potrebe USAID Projekta "Preduzmi ideju" prema uslovima iz ponude od datuma potpisivanja ugovora, a koja čini sastavni deo ovog ugovora (Prilog A).

Ugovarač se obavezuje da obezbedi sledeće usluge:

- dobavljanje i dostavljanje opreme za potrebe video snimanja prema specifikaciji koja se nalazi u tenderu

Ugovarač može pružiti i druge usluge u vezi sa originalnim zahtevom na zahtev SEE ICT-ja, ukoliko poseduje kvalitet i stručnost za obavljanje dodatnih usluga.

Ugovarač garantuje za kvalitet i ispravno funkcionisanje opreme i obavezuje se da predmetne usluge izvede stručno i kvalitetno u svemu prema normativima i standardima za ovu vrstu posla, poštujući zakonske propise.

Ugovarač nije odgovoran za nefunkcionisanje opreme i neizvršenje

non-performance of services under the fault of other legal entities and individuals or force majeure (e.g. insufficient electricity, power outage, intentional or unintentional damage of the equipment by visitors or others, etc.).

The Contractor will provide the requested services upon written request of SEE ICT's personnel via email. The Contractor will send a respond for each request via email within a day of receiving the request.

SEE ICT undertakes to compensate the Contractor for the damage caused by SEE ICT or third parties engaged by SEE ICT, from the moment of beginning of providing the services until completion of services. The Contractor is responsible for the damage caused to the SEE ICT property, for which the Contractor is responsible (caused by the Contractor's employees or third parties hired by him.) The occurrence of the damage is determined by the damage report signed by the representatives of both parties.

Each of the parties is obliged to compensate the other party for non-performance of its obligations under the provisions of this agreement, according to the rules on compensation, based on the provisions of the Law on Obligations.

The Contractor undertakes to comply with the house rules during its stay in the SEE ICT premises in order to perform the service, as well as to take all legally prescribed measures for safe and healthy work of its employees and third parties engaged in the execution of contracted services.

usluga ukoliko do toga dođe krivicom drugih pravnih i fizičkih subjekata ili višom silom (npr. nedovoljan električni napon, nestanak električne energije, namerno ili nenamerno oštećenje opreme od strane posetilaca ili drugih lica i sl.).

Ugovarač će obezbediti usluge na osnovu pisanog zahteva zaposlenih u SEE ICT-u putem elektronske pošte. Ugovarač će poslati odgovor za svaki zahtev putem e-maila u istom danu od prijema zahteva.

SEE ICT se obavezuje da Ugovaraču nadoknadi štetu koja nastane oštećenjem izazvanim od strane SEE ICT-ja ili trećih lica angažovanih od strane SEE ICT, od trenutka početka usluge do njenog okončanja. Ugovarač odgovara za štetu koja nastane na imovini SEE ICT-ja, za koju odgovornost snosi Ugovarač (pričinjenoj od strane zaposlenih Ugovarača ili trećih lica angažovanih sa njegove strane.) Nastanak štete utvrđuje se zapisnikom o nastaloj šteti koji potpisuju predstavnici obe ugovorne strane.

Svaka od ugovornih strana dužna je da nadoknadi štetu drugoj ugovornoj strani zbog neizvršavanja svojih obaveza koje su utvrđene odredbama ovog ugovora, prema pravilima o naknadi štete, na osnovu odredaba Zakona o obligacionim odnosima.

Ugovarač se obavezuje da za vreme boravka u prostorijama SEE ICT radi izvršenja usluge, poštuje pravila kućnog reda i kao i da preduzme sve zakonom propisane mere za bezbedan i zdrav rad svojih zaposlenih i trećih lica angažovanih na izvršenju ugovorenih usluga sa njegove strane.

2. Term. SEE ICT agrees to engage Contractor, and Contractor agrees to provide the agreed-upon services, **for the period commencing on xxxxxxxx, xxxxx until xxxxxxxx (or on an ongoing and as needed).**

3. Independent Contractor Relationship. Contractor will be an independent contractor of SEE ICT, and none of Contractor's employees or agents shall not be considered as employees of SEE ICT. Neither Contractor nor SEE ICT shall represent directly or indirectly that Contractor is an agent, employee, or legal representative of SEE ICT. Contractor shall not have the authority to incur any liabilities or obligations of any kind in the name of or on behalf of SEE ICT. Contractor shall only be responsible for performing the services set forth in this Agreement and shall have no other responsibilities.

In addition to all other obligations contained herein, Contractor agrees: (a) to proceed with diligence and promptness and hereby warrants that such services shall be performed in accordance with the highest professional standards in the field to the satisfaction of SEE ICT and its clients; and (b) to comply, at Contractor's own expense, with the provisions of all state, local, and federal laws, regulations, ordinances, requirements and codes which are applicable to Contractor and the performance of the services specified herein.

As an independent contractor, the mode, manner, method and means used by Contractor in the performance of services shall be of Contractor's selection and under the sole control and direction of Contractor. Contractor shall be responsible for all risks incurred in the

2. Trajanje. SEE ICT je saglasan da angažuje Ugovarača i Ugovarač je saglasan da pruži dogovorene usluge, **tokom perioda koji počinje od xxxxxxxx. godine do xxxxxxxx (ili u kontinuitetu i po potrebi)**

3. Odnos sa Nezavisnim ugovaračem. Ugovarač će imati status nezavisnog ugovarača SEE ICT, i ni jedna osoba koja je zaposlena kod Ugovarača ili ima svojstvo njegovog zastupnika neće se smatrati zaposlenim SEE ICT. Ni Ugovarač, ni SEE ICT neće moći da prikažu, posredno ili neposredno, da je Ugovarač zastupnik, zaposleni ili pravni predstavnik SEE ICT. Ugovarač nema ovlaštenje da stvara obaveze, bilo koje prirode, u ime i za račun SEE ICT. Ugovarač će jedino biti odgovoran za pružanje usluga iskazanih u ovom Ugovoru i nema nikakvih drugih dužnosti.

Pored svih drugih ovde pomenutih obaveza Ugovarač je saglasan da: (a) nastupi marljivo i brzo i garantuje da će usluge biti pružene u skladu sa najvišim profesionalnim standardima u datoj oblasti, a na zadovoljstvo SEE ICT-jal i njenih klijenata; i (b) da, o svom trošku, postupa u skladu sa odredbama svih lokalnih zakona, propisa, odluka, zahteva i kodeksa koji se primenjuju na Ugovarača i na ovde opisane usluge.

Nezavisni ugovarač kao takav će jedini biti odgovoran da kontroliše i definiše pravac i izabere formu, način, metod i sredstva pružanja usluga. Ugovarač je odgovoran da snosi sve rizike koji prate njegov rad i da uživa sve koristi tog rada.

operation of Contractor's business and shall enjoy all the benefits thereof.

4. Billing and Payment. Upon completion of services, the Contractor shall invoice the services provided in dinar equivalent at the NBS middle exchange rate, if the original offer has been denominated in other currency than RSD, to SEE ICT with the specification of services provided, and SEE ICT will pay the Contractor no later than 15 days from receipt.

If Contractor for any of the reason must change the prices, the Contractor undertakes to notify SEE ICT of the intention to increase or change the prices at least 30 days before the change. The change of the price list is regulated by the Annex to this Agreement if this change is accepted by SEE ICT. Otherwise, the Agreement may be terminated.

5. Tax Treatment. Contractor and SEE ICT agree that SEE ICT will treat Contractor as an independent contractor for purposes of all tax and file tax forms consistent with that status.

6. Expenses and Liabilities. Contractor agrees that as an independent contractor, it is solely responsible for all expenses (and profits/losses) Contractor incurs in connection with the performance of services. These expenses include, but not limited to: vehicles maintenance and annual registration costs, traffic fines, office facilities, supplies, telephones, fax machines, computers, secretarial and clerical services, temporary and permanent office and office equipment (whether leased or owned), meals, entertainment, and all other expenses. Contractor understands that SEE ICT will not

4. Fakturisanje i plaćanje. Ugovarač će, po izvršenoj usluzi, fakturirati pružene usluge u dinarskoj protivvrednosti po srednjem kursu NBS, ukoliko je originalna ponuda bila izražena u drugoj valuti od RSD, SEE ICT-u sa specifikacijom pruženih usluga, a SEE ICT će platiti Ugovarača najkasnije 15 dana od prijema iste.

Ukoliko Ugovarač iz bilo kog razloga mora da promeni cene, Ugovarač se obavezuje da o nameri povećanja ili izmene cena obavesti SEE ICT najmanje 30 dana pre izmene. Izmena cenovnika reguliše sa Aneksom ovog Ugovora ukoliko izmena istog bude prihvaćena od SEE ICT. U suprotnom, ugovor može biti raskinut.

5. Poreski tretman. Ugovarač i SEE ICT su saglasni da Ugovarač ima status nezavisnog ugovarača kod primene svih zakona koji regulišu porez (lokalni i republički) i da podnosi poreske prijave u skladu sa ovim statusom.

6. Troškovi i obaveze. Ugovarač je saglasan da kao nezavisni ugovarač snosi sve troškove (kao i profit/gubitke) koji nastanu tokom pružanja usluga. Ovi troškovi obuhvataju, ali se ne ograničavaju na sledeće: troškovi održavanja i registracije vozila, saobraćajne kazne, kancelarijski materijal, telefoni, faks mašine, kompjuteri, sekretarske i činovničke usluge, privremena kancelarija i kancelarijska oprema (bilo iznajmljena ili u svojini), obroci, zabava i svi drugi troškovi. Ugovarač prihvata da SEE ICT neće nadoknađivati nikakve troškove Ugovarača za materijal, opremu ili tekuće

reimburse Contractor for any supplies, equipment, or operating costs, nor will these costs of doing business be defrayed in any way by SEE ICT.

Contractor shall comply at his own expense with all local laws, including but not limited to the maintenance in good standing of any and all business license fees required by law with respect to the performance of Contractor's services. SEE ICT reserves the right, on reasonable notice, to request proof of compliance with the requirements of this paragraph.

7. Non-Exclusivity. SEE ICT reserves the right to engage other Contractors to perform services, without giving Contractor a right of first refusal or any other exclusive rights. Contractor reserves the right to perform services to other clients.

8. Confidentiality of Terms. SEE ICT and Contractor each agree that they will hold in confidence the terms of this Agreement unless such disclosure is: (a) mutually agreed upon in writing; (b) reasonably required in connection with the fulfillment of the disclosing parties obligations hereunder; (c) to SEE ICT management with a need to know; (d) to attorneys, accountants, or other professional advisors of the disclosing party under confidentiality agreements substantially identical to this provision; or (e) pursuant to compulsory legal process.

9. Confidentiality and Nondisclosure of SEE ICT Proprietary Information.

(a) The Contractor agrees in regard to the Proprietary Information that it shall (a) hold the Proprietary Information in confidence and shall

troškove niti će SEE ICT na bilo koji način snositi troškove poslovanja Ugovarača.

Ugovarač će, o svom trošku, postupati u skladu sa svim republičkim i lokalnim zakonima i propisima uključujući, ali se ne ograničavajući na plaćanje taksi za potrebe produžavanja validnosti svih licenci koje propisuje zakon za usluge koje Ugovarač pruža. SEE ICT zadržava pravo da, u razumnom roku, zatraži dokaz ispunjenosti svih uslova navedenih u ovom stavu.

7. Neisključivost. SEE ICT zadržava pravo da angažuje druge Ugovarače za usluge, a da prethodno ne ponudi Ugovaraču pravo preče kupovine niti bilo koja druga ekskluzivna prava. Ugovarač zadržava pravo da pruža svoje usluge i drugim klijentima SEE ICT.

8. Poverljivost uslova. SEE ICT i Ugovarač su saglasni da će uslove ovog Ugovora držati u tajnosti, osim ukoliko se obelodanjivanje: (a) zajednički dogovori u pismenoj formi; (b) ne traži u vezi sa ispunjavanjem obaveza strana u skladu sa ovim Ugovorom; (c) ne vrši menadžementu SEE ICT koji mora biti obavešten; (d) ne vrši advokatima, knjigovođama ili drugim profesionalnim savetnicima sporazumne strane u skladu sa odredbom o poverljivosti koja je identična ovoj odredbi; ili (e) u skladu sa nekim obaveznim pravnim postupkom.

9. Poverljivost i čuvanje informacija SEE ICT koje nisu dostupne javnosti.

(a) Ugovarač je saglasan da će: (a) čuvati poverljivost informacija nedostupnih javnosti i da ih neće obelodanjivati bilo kome

not disclose the Proprietary Information to any person outside its organization, (b) use the same degree of care to avoid disclosure or use of the Proprietary Information as it uses in respect of its own information of like importance but in no case less than a reasonable degree of care, (c) use the Proprietary Information only in connection with the services provided under this Agreement, (d) not reverse-engineer or attempt to derive the composition or underlying information, structure or ideas of any Proprietary Information. The Contractor agrees to promptly notify SEE ICT of any unauthorized release of Proprietary Information.

(b) All Proprietary Information shall remain the property of SEE ICT. Nothing in this Agreement shall be construed as granting or conferring any rights by license or otherwise, expressly, impliedly or otherwise for any of the Proprietary Information disclosed by SEE ICT hereunder. The Contractor shall at the written demand of SEE ICT immediately return all documents and other tangible manifestations containing or reflecting Proprietary Information (including all copies and reproductions thereof).

(c) In the event that the Contractor or any Recipient becomes compelled by lawful process (such as subpoenas) to disclose any Proprietary Information, the Contractor shall provide SEE ICT with prompt, prior written notice so that the Company may seek a protective order or other appropriate remedy, or both, or waive compliance with the Confidentiality and Nondisclosure provisions of this Agreement. In the event that SEE ICT is unable to obtain a protective order or other appropriate remedy, or if SEE ICT so directs, the Contractor shall exercise its reasonable best efforts to obtain a

van svoje organizacije, (b) jednako pažljivo izbegavati obelodanjivanje informacija nedostupnih javnosti ili ih jednako pažljivo koristiti kao što koristi i svoje informacije slične važnosti i da nivo pažnje nikada neće biti niži od razumnog, (c) koristiti Informacije nedostupne javnosti samo za potrebe pružanja usluga opisanih ovim Ugovorom, (d) izbegavati obrnuti inženjering ili bilo kakve pokušaje da dodje do sastava ili osnovne informacije, strukture ili ideje bilo koje informacije nedostupne javnosti. Ugovarač je saglasan da odmah obavesti SEE ICT o bilo kakvom neovlašćenom obelodanjivanju informacija nedostupnih javnosti.

(b) Sve informacije nedostupne javnosti su isključivo vlasništvo SEE ICT. U ovom Ugovoru se ništa ne može protumačiti kao garancija ili prenos prava licencom, izričito, prećutno, ili na bilo koji drugi način kada je u pitanju upotreba Informacija nedostupnih javnosti koje SEE ICT ovde obelodanjuje. Ugovarač će, po pismenom zahtevu SEE ICT odmah vratiti sva dokumenta i druge materijalne manifestacije koje sadrže ili odražavaju Informacije nedostupne javnosti (uključujući i sve njihove kopije i reprodukcije).

(c) U slučaju da je Ugovarač ili Primalac pravnim postupkom primoran (sudskim pozivom) da obelodani bilo kakvu informaciju nedostupnu javnosti, Ugovarač će dopisom odmah o tome obavestiti SEE ICT tako da SEE ICT može da podnese zahtev za zaštitu prava ili neki sličan adekvatan lek, ili oba ili da se odrekne poštovanja odredbe o poverljivosti i čuvanju informacija ovog Ugovora. Ukoliko se ne dobije zaštita prava ili neki drugi adekvatan lek, ili ukoliko SEE ICT to naloži, Ugovarač će uložiti sve napore da dobije zaštitu prava ili drugi adekvatni lek o

protective order or other appropriate remedy at SEE ICT' reasonable expense. Failing the entry of a protective order or other appropriate remedy or receipt of a waiver hereunder, the Contractor shall furnish only that portion of the Proprietary Information which it is advised by written opinion of its counsel is legally required to be disclosed and shall exercise its reasonable best efforts to obtain reliable assurance that confidential treatment shall be accorded such Proprietary Information so disclosed.

(d) The Contractor acknowledges that unauthorized disclosure or use of SEE ICT' Proprietary Information is substantially likely to cause irreparable harm and significant injury that may be difficult to ascertain. The Contractor therefore expressly agrees that, in addition to all other rights or remedies available to SEE ICT at law or in equity, SEE ICT shall be entitled to injunctive and/or other equitable relief in the court of competent jurisdiction, without the requirement of a bond, to prevent or otherwise restrain any actual or threatened breach of these Confidentiality and Nondisclosure provisions.

(e) These Confidentiality and Nondisclosure provisions shall continue in full force and effect and survive the termination of this Agreement.

10. Changes. This Agreement shall not be changed, modified, supplemented or amended except by express written agreement signed by Contractor and SEE ICT.

11. Termination with Notice. Either party may terminate this Agreement for any reason, or no reason, upon 30 days' advance written notice.

razumnom trošku koji će pokriti SEE ICT. Ukoliko Ugovarač ne dobije zaštitu prava ili neki drugi adekvatan lek ili u slučaju odsustva odricanja od odredbi ovog Ugovora, Ugovarač će obelodaniti samo onaj deo Informacija nedostupnih javnosti koje njegov pravni zastupnik pismeno zatraži kao neophodne u pravnom postupku i uložiti sve svoje napore da dobije razumno uveravanje da će tako obelodanjene informacije biti čuvane kao poverljive.

(d) Ugovarač ovim potvrđuje da je upoznat sa činjenicom da će bilo kakvo neovlašćeno obelodanjivanje ili upotreba informacija nedostupnih javnosti SEE ICT suštinski izazvati nepopravljivu štetu i značajnu povredu prava SEE ICT čije će razmere biti teško utvrditi. U skladu sa tim, Ugovarač je izričito saglasan da će, pored svih ostalih prava ili lekova dostupnih SEE ICT po zakonu i principu savesnosti i poštenja SEE ICT imati pravo da traži sudski nalog i druge pravične naloge od nadležnog suda, bez traženja jemstva, da spreči ili na neki drugi način onemogući bilo kakvo stvarno ili zaprečeno kršenje ovih odredbi o poverljivosti i čuvanju informacija.

(e) Ove odredbe o poverljivosti i čuvanju informacija ostaju u potpunosti na snazi i nakon isteka ovog Ugovora.

10. Izmene. Ovaj Ugovor neće biti predmet izmena i dopuna, osim na osnovu izričitog pisanog sporazuma koji potpišu Ugovarač i SEE ICT.

11. Raskid uz obaveštenje. I jedna i druga ugovorna strana mogu da raskinu ovaj Ugovor iz bilo kojih razloga, ili bez razloga,

12. "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.

List of the provisions applicable to this Agreement:

M4. NOTICES (JUNE 2012)
M5. PROCUREMENT POLICIES (JUNE 2012)
M6. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (MAY 2020)
M7. TITLE TO AND USE OF PROPERTY (DECEMBER 2014)
M9. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID- FUNDED ASSISTANCE (DECEMBER 2014)
M10. AWARD TERMINATION AND SUSPENSION (DECEMBER 2014)
M12. DEBARMENT AND SUSPENSION (JUNE 2012)

30 dana nakon dospeća pisanog obaveštenja o tome.

12. "Standardne ugovorne odredbe" i "Dopunske ugovorne odredbe" odnosno lista 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 pročitava i prihvati sve naknadne izmene Standardnih ugovornih odredbi o kojima će ga Udruženje SEE ICT blagovremeno obavestiti.

Lista standardnih i dopunskih odredbi koje se primenjuju na ovaj Ugovor:

M4. NOTICES (JUNE 2012)
M5. PROCUREMENT POLICIES (JUNE 2012)
M6. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (MAY 2020)
M7. TITLE TO AND USE OF PROPERTY (DECEMBER 2014)
M9. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID- FUNDED ASSISTANCE (DECEMBER 2014)
M10. AWARD TERMINATION AND SUSPENSION (DECEMBER 2014)
M12. DEBARMENT AND SUSPENSION (JUNE 2012)

M14. PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (MAY 2020)
M15. TRAFFICKING IN PERSONS (April 2016)
M17. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2016)
M22. ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (DECEMBER 2022)
M24. PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)
M25. CHILD SAFEGUARDING (June 2015)
M26. MANDATORY DISCLOSURES (DECEMBER 2022)
M27. NONDISCRIMINATION AGAINST BENEFICIARIES (November 2016)
M28. CONFLICT OF INTEREST (August 2018)
M29. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (July 2022)
RAA9. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)
RAA11. REPORTING HOST GOVERNMENT TAXES (DECEMBER 2022)
RAA12. PATENT RIGHTS (DECEMBER 2022)
RAA14. INVESTMENT PROMOTION (DECEMBER 2022)

Notice shall be sent to:
FOR CONTRACTOR:

Name and Surname
Address:
Tel:
E-mail:

FOR SEE ICT:

M14. PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (MAY 2020)
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RAA12. PATENT RIGHTS (DECEMBER 2022)
RAA14. INVESTMENT PROMOTION (DECEMBER 2022)

Obaveštenje se šalje:
ZA UGOVARAČA:

Name and Surname
Adresa:
Tel:
E-mail:

ZA SEE ICT:

Nevenka rangelov
Head of Project Management
Address: Savska 5, Beograd
E-mail: nevenka.rangelov@startit.rs

12. Termination Due to Material Breach.

Either party may terminate this Agreement before its expiration immediately if the other party materially breaches the Agreement.

13. Deduction of Amounts Owed to SEE ICT.

Contractor agrees that any amounts owed to SEE ICT by Contractor, for any reason, may be deducted from any amounts owed by SEE ICT to Contractor if possible, or refunded to the respective project account.

14. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Serbia without regard to the conflict of laws principles thereof.

15. Final provisions. This Agreement is made in the Serbian and English language, in 2 (two) identical copies. In case of inconsistency between the two versions, the Serbian version of the Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representative as of the date and year first set forth below.

Nevenka Rangelov
Rukovodilac Sektora za upravljanje projektima
Adresa: Savska 5, Beograd
E-mail: nevenka.rangelov@startit.rs

12. Raskid zbog materijalnog prekršaja.

I jedna i druga ugovorna strana mogu raskinuti ovaj Ugovor pre isteka roka ukoliko, i čim, ona druga ugovorna strana napravi materijalni prekršaj Ugovora.

13. Odbitak sredstava koja se duguju

SEE ICT. Ugovarač je saglasan da se sredstva koja se duguju SEE ICT iz bilo kojih razloga odbiju od iznosa koje SEE ICT duguje Ugovaraču ukoliko je moguće ili se izvrši povraćaj sredstava na račun projekta na kog se dugovanje odnosi.

14. Relevantan zakon. Ovaj Ugovor će biti regulisan i tumačen u skladu sa zakonima Republike Srbije bez obzira na konflikt načela zakona.

15. Završne odredbe. Ovaj Ugovor je sačinjen na srpskom i engleskom jeziku, u 2 (dva) identična primerka. U slučaju nesaglasnosti između pomenutih jezičkih verzija Ugovora, merodavna će biti verzija Ugovora na srpskom jeziku.

U ZNAK PRIHVATANJA OVOG UGOVORA, ovlašćeni predstavnici Ugovornih strana su potpisali Ugovor na dan naveden u nastavku

<p>By: Vendor's name</p> <p>_____</p> <p>Name and Surname</p> <p>Date_____</p> <p>By: Association SEE ICT</p> <p>_____</p> <p>Vukašin Stojkov</p> <p>Date_____</p>	<p>Za: Dobavljač</p> <p>_____</p> <p>Ime I prezime</p> <p>Datum_____</p> <p>Za: Udruženje SEE ICT</p> <p>_____</p> <p>Vukašin Stojkov</p> <p>Datum_____</p>
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