



EMBASSY OF THE REPUBLIC OF SERBIA

Remzi Oğuz Arık Mahallesi
Yazanlar Sokak No. 1, Çankaya,
ANKARA TURKEY

No. : 01/2018

Date: 13 August 2018

BIDDING DOSSIER

**Procurement of Services of Design, Installation and Dismantling of the Stand of the Republic of Serbia at the 87th International Fair in Izmir, Turkey, with a Turnkey Clause
No. 01/2018**

Ankara, 13 August 2018

No.: 01/2018

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1. GENERAL INFORMATION ON PROCUREMENT

1.1 Name, address and website of the Contracting Authority

Embassy of the Republic of Serbia in Ankara
Remzi Oğuz Arık Mahallesi Yazanlar Sokak No. 1 Çankaya
ANKARA TURKEY

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

1.2 Notice of procurement of high-value works

The high value service procurement procedure is conducted pursuant to the Public Procurement Law of the Republic of Serbia, Article 7, Paragraph 1, Clause 16, Conclusion of the Government of the Republic of Serbia 05 No. 390-7480/2018 adopted on 02 August 2018, Directive on Procurement in Diplomatic Missions and Consular Posts of the Republic of Serbia No. 716/GS of 20 May 2013, the Instruction on Conducting Procurement in DCMs of the Republic of Serbia Abroad No.716-2/GS of 3 July 2013, Instruction of the Ministry of Foreign Affairs of the Republic of Serbia – General Secretariat No. 385-4 dated 09 August 2018 and the Decision on Initiating Procurement Procedure No. 01/2018 dated 13 August 2018.

1.3 Supplies

This procurement is for the design, installation and dismantling of a stand of the Republic of Serbia at the 87th International Fair in Izmir, Turkey, with a turnkey clause.

The supplies are specified in more detail in Chapter 8. Technical Specifications (type and description of services/works included in supplies) – technical assignment.

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

This procedure is conducted for the purpose of signing a procurement contract. Contracts will be entered into with the bidder that is awarded the contract under a decision of the Contracting Authority.

1.5. The decision on contract award shall be passed within three days of the date of public opening of bids. The Contracting Authority reserves all rights regarding the decision on contract award to the most advantageous bidder. The said decision cannot be subject to a dispute or proceedings before judicial authorities of the receiving country.

2. INSTRUCTIONS TO BIDDERS

2.1 Language of bids

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

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

2.2 Special requirements regarding the manner of preparation of bids

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

Bids must be clear and unambiguous.

Bidders shall submit their bids in writing.

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

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

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

2.3 No variant bids

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

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

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

2.4 Requirements to be met by bidders

Bids shall be considered correct and complete if bidders submit:

- The completed "Bid Form"
- Documents issued by official institutions
- Evidence that the bidder is registered with the competent court in the country of its establishment for the works being offered;
- Evidence/statement that the company has not filed for bankruptcy and has not been litigated;
 - The completed "Bidder Information Form"
 - Model Contract. Bidders must complete, certify by a stamp and sign the Model Contract to indicate their acceptance of elements of the Model Contract.

2.5 Place of production of the stand

Services and works on the design, installation and dismantling of the stand will be performed at the building Hall 4 in Izmir at the following address Şair Eşref Blv.No 50 Montrö, Kültürpark 35230 Alsancak Izmir

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

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

2.7 If bidders submit bids with subcontractors, they must indicate in their bids that execution of the procurement will partially be subcontracted, the percentage of the total procurement value that would be subcontracted, as well as the part of the supplies which would be provided through the subcontractor.

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

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

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

2.8 Consortium bids are allowed

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

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

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

2.9 Rights of the Contracting Authority after opening of bids

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

2.10 Requirements regarding mode and conditions of payment

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

- Up to 40% of the agreed price, as advance payment, within 7 days of the date of receipt of the pro forma invoice for the advance payment and a bank guarantee or another appropriate repayment guarantee;

The remaining part of the agreed price shall be paid after completion of the works and receipt of the final invoice.

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

The Contracting Authority reserves the right to adjust the payment schedule to the actual execution of the national budget of the Republic of Serbia.

2.11 Security

b) The Supplier must submit:

- **A bank repayment guarantee** (or other security issued for the requested purposes), within 10 days of the date of contract signing, containing the following clauses: irrevocable, unconditional, payable on first demand and no protest. A bank repayment guarantee shall be issued for the amount of advance payment made including VAT, with the validity period 30 days longer than the agreed deadline. If the agreed deadline is modified during the term of the Contract, the Supplier must extend the bank repayment guarantee validity period accordingly. The Contracting Authority shall cash the bank repayment guarantee if the Supplier fails to justify the received advance payment within timeframes and in the manner set by the Contract. **(to be submitted by suppliers only if they demand advance payment)**.
- **A bank performance bond** (or other security issued for the requested purposes), within 10 days of the date of contract signing, containing the following clauses: irrevocable, unconditional, payable on first demand and no protest. A bank performance bond shall be issued for 10% of the contract value exclusive of VAT, with the validity period 30 days longer than the agreed deadline. If the agreed deadline is modified during the term of the Contract, the Supplier must extend the bank performance bond validity period accordingly. The Contracting Authority shall cash the bank performance bond if the Supplier fails to perform according to the timeframe and in the manner set out in the Contract.

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

2.12 Warranty period

General warranty covers fitness for purpose and quality of the services provided from 1 to 11 September 2018.

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

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

2.13 Time limit for completion of works

The time limit for completion of the works included in supplies of this procurement **cannot exceed 10 calendar days** of the date of execution of the Contract.

2.14 Reasons for bid rejection

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

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

2.15 Criterion for selection of the most advantageous bid

A decision on awarding the contract for the procurement of works shall be based on the lowest quoted price criterion, provided the bidder meets all the requirements and mandatory conditions of the Contracting Authority as set out in the Bidding Dossier.

2.16 Delivery and acceptance and final settlement

Delivery and acceptance and final settlement shall be done by means of a delivery and acceptance protocol signed by authorised representatives of the Contracting Authority and the selected bidder.

The protocol shall be drawn up immediately after completion of the works, before the submission of the final invoice.

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

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

The quoted price includes: services, works and any other direct expenses costs necessary for the completion of the works.

The price is fixed and cannot be changed.

2.18 Correction of data

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

2.19 Termination of the procedure

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

2.20 Turnkey design, installation and dismantling

The selected bidder shall provide the supplies by performing, without special expenses for the Contracting Authority, all preparatory, craft, final and other works which are not indicated separately, but are necessary for the completion and for ensuring the stand is functional.

The selected bidder shall provide the supplies with due diligence, in accordance with the procurement contract and the technical requirements.

2.27 Changes during the term of the Contract

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

3. BID FORM

Bid No. _____ of _____ for the procurement of services of design, installation and dismantling of the stand of the Republic of Serbia at the 87th International Fair in Izmir, Turkey, with a turnkey clause.

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

I submit the bid:

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

a) Individually

b) With the subcontractor:

- 1. _____
- 2. _____
- 3. _____

(indicate names and head offices of all subcontractors)

c) Joint bid:

- 1. _____
- 2. _____
- 3. _____

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

3) The quoted price with all related costs is:

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

4) Time limit for completion of the works:

Maximum 10 calendar days of the date of execution of the Contract.

6) The requested advance payment is

advance payment of _____% of the contract value (maximum amount of advance payment is 40% of the bid value)

Date: _____		Signature of the Bidder's authorised officer
City/town: _____	(stamp)	_____

Note: Bidders must complete, certify by a stamp and sign the Bid Form as confirmation that data indicated in the Bid Form are correct.

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

4. BIDDER ELIGIBILITY EVALUATION

Bidders in the procurement procedure must submit the following:

Evidence demonstrating that the bidder is registered with the competent authority, i.e. registered with the relevant register or with a court of a country where it has its head office. Note: In case a bid is submitted by a consortium, such evidence must be provided for each member of the consortium. In case a bidder submits a bid with a subcontractor, such evidence must also be provided for the subcontractor (if there are several subcontractors, evidence must be provided for each of them)

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

Evidence, i.e. a statement demonstrating that the company has not filed for bankruptcy and has not been litigated;

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

The above evidence must not be issued more than two months before the opening of bids.

Evidence that the bidder has the required business capacity,

Evidence of reference works and evidence that the bidder has executed minimum two contracts with the same or similar supplies.

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

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

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

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

7. MODEL CONTRACT

for “Services on Production of the Stand at the 87th International Fair in Izmir, Turkey, for the Purpose of Participation of the Republic of Serbia, with a Turnkey Clause”

Entered into by and between **1. Embassy of the Republic of Serbia in Ankara**, duly represented by the Ambassador Zoran Markovic, (hereinafter referred to as the “**Contracting Authority**”)

on the one side

and

2. Company-----

TIN -----, duly represented by -----

General Manager ----- (hereinafter referred to as the “**Supplier**”)

on the other side

Whereas:

- Pursuant to its Resolution 05 No.: 390-7480/2018 of 2 August 2018, the Government of the Republic of Serbia decided to accept the invitation for the Republic of Serbia to exhibit at the 87th International Fair in Izmir, Turkey;
- Pursuant to the said Resolution, the Government of the Republic of Serbia appointed the Ministry of Trade, Tourism and Telecommunications and the Ministry of Foreign Affairs/Embassy of the Republic of Serbia in Turkey as responsible authorities for coordination of activities necessary for Serbia’s participation in the 87th International Fair in Izmir, Turkey;
- Pursuant to the Public Procurement Law of the Republic of Serbia, Article 7, Paragraph 1, Clause 16, Directive on Procurement in Diplomatic Missions and Consular Posts of the Republic of Serbia No. 716/GS of 20 May 2013 and the Instruction on Conducting Procurement in DCMs of the Republic of Serbia Abroad No. 716-2/GS of 3 July 2013, Instruction of the Ministry of Foreign Affairs of the Republic of Serbia – General Secretariat No. 385-4 dated 09 August 2018, the Embassy of the Republic of Serbia in Turkey conducted a high value procurement procedure for the service of production of the stand at the 87th international fair in Izmir, Turkey, for the purpose of participation of the Republic of Serbia, with a turnkey clause;
- The Supplier submitted (individual/joint/with a subcontractor) bid, **(to be taken from the bid) No.----- of -----2018, (to be entered by the Contractor)**, which fully complies with the technical specifications in the Bidding Dossier, is enclosed to the Contract and constitutes and integral part thereof;
- Pursuant to the Decision on Contract Award No. ----- of-----2018 **(to be entered by the Contracting Authority)** and the Suppliers bid No. -----of-----2018, the Contracting Authority selected the Supplier for provision of the service covered by the supplies, using the lowest quoted price criterion.

SCOPE

Article 1

This Contract shall govern the mutual rights and responsibilities regarding the provision of services of design, installation and dismantling of the stand of the Republic of Serbia at the 87th International Fair in Izmir, Turkey, with a turnkey clause.

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

Article 2

The Supplier shall provide the said service in full compliance with the Contracting Authority's technical requirements and the accepted Supplier's bid No. ----- of -----2018, in accordance with the time limit set out in Article 6 of this Contract, according to laws, regulations, standards and norms for this type of services and works, rules of the technical profession, technical regulations and specifications.

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

CONTRACT VALUE AND TERMS OF PAYMENT

Article 3

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

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

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

Each party shall have the right to request modification of the agreed price in the event of changed circumstances or emergencies which affect the price.

Article 4

Payments shall be made on the Supplier's account, as follows:

- 1) Advance payment (maximum 40% of the agreed value) in the amount of%, or EUR exclusive of VAT, within 7 days of the date of receipt of the pro forma invoice for the advance payment and a bank guarantee or another appropriate repayment guarantee;

The remaining part of the agreed price shall be paid after completion of work, within 7 days of the date and receipt of the final invoice.

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

SECURITY

Article 5

The Supplier shall provide the following:

- **A bank repayment guarantee** (or other security issued for the requested purposes), within 10 days of the date of contract signing, containing the following clauses: irrevocable, unconditional, payable on first demand and no protest. The bank repayment guarantee shall be issued for the amount of advance payment made including VAT, with the validity period 30 days longer than the agreed deadline. If the agreed deadline is modified during the term of the Contract, the Supplier must extend the bank repayment guarantee validity period accordingly. The Contracting Authority shall cash the bank repayment guarantee if the Supplier fails to justify the received advance payment within timeframes and in the manner set by the Contract. **(to be submitted by suppliers only if they requested advance payment)**.
- **A bank performance bond** (or other security issued for the requested purposes), within 10 days of the date of contract signing, containing the following clauses: irrevocable, unconditional, payable on first demand and no protest. The bank performance bond shall be issued for 10% of the contract value exclusive of VAT, with the validity period 30 days longer than the agreed deadline. If the agreed deadline is modified during the term of the Contract, the Supplier must extend the bank performance bond validity period accordingly. The Contracting Authority shall cash the bank performance bond if the Supplier fails to perform according to the timeframe and in the manner set out in the Contract.

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

TIME LIMITS

Article 6

The Contractor undertakes to complete all works referred to in Article 1 of Contract within 10 **calendar days** of the date of contract signing, including:

- Completion of all necessary works at the facility in accordance with this Contract, project and technical specifications;
- Undertaking of protective measures, including protection of third parties from any hazards;
- Notifying the Contracting Authority without delay of any event relevant for the implementation of this Contract, not later than 1 day of the date when he/she learns about such facts;

- The Contractor undertakes to provide all contracted services and accompanying works on installation of the stand with high quality and within the agreed time limit, in accordance with requirements in the Bidding Dossier;
- The Contractor undertakes that he/she is responsible for the quality of used material and installed equipment and the quality of performed works;
- The Contractor undertakes to comply with the existing occupational safety regulations and measures during the works and accordingly to ensure personal protective measures for all workers engaged in works defined by this Contract;
- The Contractor undertakes to provide accident insurance for the period from initiation of installation to completion of dismantling of the stand.

RIGHTS AND DUTIES OF CONTRACTING AUTHORITY

Article 7

During the abovementioned works, the Contracting Authority shall notify the Supplier of any circumstances relevant for performance of the works and provide instructions on performance of works to the Supplier on the Supplier's request.

QUALITY OF INSTALLED MATERIAL

Article 8

Materials used for the contracted works shall match the description of the works, the technical documentation and relevant technical standards and the Supplier shall be responsible for their quality.

LIQUIDATED DAMAGES

Article 9

If the Supplier fails to perform under this Contract within the time limit set out in Article 6 of this Contract through a fault of its own, it shall pay to the Contracting authority liquidated damages in the amount of 2‰ (two per mille) of the agreed price for each calendar day of delay, it being understood that the amount of liquidated damages determined in such manner cannot exceed 5% (five percent) of the agreed price.

The Contracting Authority shall collect liquidated damages by reducing the invoice indicated in the final payment certificate, without Contractor's prior consent.

WARRANTY PERIOD

Article 10

The warranty period for services and works provided is from 1 September to 11 September 2018.

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

DELIVERY AND ACCEPTANCE AND FINAL SETTLEMENT

Article 11

Upon completion of the contracted work, the Supplier shall deliver the finished stand to the Contracting Authority by means of a delivery and acceptance protocol, which shall be signed by authorised representatives of the Contracting Authority and of the Supplier.

The Supplier shall eliminate any defects identified during the delivery and acceptance procedure within 24 hours of identification of such deficiencies, otherwise it shall be deemed that works have been performed upon expiry of the agreed time limit.

CHANGES DURING THE TERM OF THE CONTRACT

Article 12

The Contracting Authority may increase the volume of supplies by maximum 5% of the total value of the concluded contract after the execution of the public procurement contract if justified reasons pertain.

ANNEXES TO THE CONTRACT

Article 13

The following documents are integral parts of this Contract:

- Annex 1, Supplier's Bid No. _____ of _____ 2018, registered with the Contracting Authority under the number _____ of _____ 2018;
- Annex 2, Technical Specifications;
- Consortium Agreement (in case of a joint bid).

CONTRACT TERMINATION

Article 14

Either party may terminate this Contract before the expiry of the time limit referred to in Article 6 of this Contract by sending written notice of termination to the other party.

The Contract shall be terminated within 7 days of the date of receipt of such written notice of termination.

Either party may terminate this Contract if the other party fails to comply with its obligations under this Contract.

FINAL PROVISIONS

Article 15

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

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

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

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

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

Article 16

The parties agree and declare that they have read and interpreted this Contract and that they have signed it without any objections, of their own free will.

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

Article 17

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

FOR THE CONTRACTOR

FOR THE CONTRACTING AUTHORITY

General Manager

Ambassador

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

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

8. Basic Requirements for Procurement of Services of Design, Installation and Dismantling of the Stand of the Republic of Serbia at the 87th International Fair in Izmir, Turkey

Stand surface area: 500m²

Stand location: Hall 4

Stand type: modern, with sufficient open space which can be adapted for B2B meetings and presentations

Floor: elevated, laminate

Meeting rooms: 1 VIP room and 2 separate meeting rooms

Storage room: yes, with a kitchen equipped with a sink, a refrigerator, drinking water dispensers, a coffeemaker

Displays: yes, minimum 2 LED displays, surface area of about 6m²

Stand branding: all visible surfaces

Showcases: from 5 to 10 transparent showcases

Colours: one or two colours of the Serbian flag (white, red, blue), wood colour (preferably oak colour), and green, preferably applying of grass surfaces and flower boxes /etc./ with flowers

Number of companies: about 20

Cleaning: everyday cleaning and maintenance of the stand

Technician: minimum one technician available 24 hours during the fair

Materials: MDF, metal

Additional requirements: about 50m² of the most visible part of the stand will be allocated to the Science Technology Park Belgrade, which will display its exhibits: robotic hand, 3D printer, urban garden; 2 led displays and 1 TV set are required for this space.

Stand installation period: from 1 September to 6 September, in accordance with the organizer's rules

Dismantling period: from 11 September, i.e. immediately after completion of the fair, in accordance with the organizer's time schedule and rules

Insurance: basic accident insurance for the period from the beginning of installation to the completion of dismantling of the stand