### BELGRADE AIRPORT d.о.о. Beograd

###### IS SENDING IN AN INVITATION FOR NEGOTIATION

###### FOR LEASE OF 2 (TWO) premises, COMPOSING INSEPARABLE SPACE

##### FOR BAGGAGE WRAPPING MACHINES

Description of the space to be leased:

The premises for 2 (two) baggage wrapping machines and 2 (two) baggage scales, composing inseparable space are located at Belgrade Nikola Tesla Airport, as follows:

1. Space for 1 (one) baggage wrapping machine and 1 (one) baggage scale, ground floor of Terminal 1, following the passenger check-in isle 500, in total area of 5 m2.
2. Space for one (1) baggage wrapping machine and one (1) baggage scale, ground floor of Terminal 2, following the passenger check-in isle 400, in total area of 5 m2.

The sketch area can be downloaded from the contact person or from the link [www.beg.aero](http://www.beg.aero).

The space is leased exclusively to install baggage wrapping machines and baggage scales and cannot be used for any other purposes.

The Lessor shall install uniform baggage wrapping machines and baggage scales of modern design.

The space shall be leased for the fixed 3 (three) year period.

The initial lease fee for the space for 2 (two) baggage wrapping machines and 2 (two) scales amounts to 2,600.00 Euro excluding VAT. Charge is collected monthly, calculated per middle exchange rate of NBS on a date of incurrence of tax liability.

The Lessor shall charge the monthly lease fee to the Lessee in the amount higher between the following two:

1) Fix monthly lease fee with common costs determined by the most favourable tender after completion of the negotiation procedure or

2) Monthly fee in the amount of 15% (fifteen percent) of Lessor's net revenue generated from baggage wrapping on the leased space.

The Lessee undertakes to submit a copy of the accurate report on gross turnover, revenue and number of transactions for the previous month, latest by the second business day of the current month. The variable fee will not be calculated when 15% (fifteen percent) of the total monthly revenue is lower than the fix monthly lease fee.

The leased spase may not be subleased.

The space is leased in a condition existing on the date of handover and the Lessee is not entitled to subsequent complaint.

Interested Tenders can visit spaces in the presence of the Commission responsible for conducting the leasing 18.12.2019. at 10.00, with the obligatory prior notification by e-mail of a contact person, minimum 24 hours in advance.

The Lessee shall install the baggage wrapping machine latest within 5 (five) days from the execution of the Lease Agreement.

The Lessee will be obliged to pay the lease fee from the date of the execution of the Lease Agreement, regardless of whether the space has been prepared for use or not. The Lessor shall be entitled to terminate the Agreement in case that the Lessee has not prepared the space for use within 5 (five) days from the execution of the Lease Agreement. Any changes to the Premises that the Lessee intends to make, are subject to written consent of the Lessor.

The awarded Lessee shall pay the offered lease fee from the written tender submitted together with the associated tax on a monthly basis, within 10 (ten) days from the date of invoice issuance, in Dinars per middle exchange rate of NBS valid at the date incurrence of tax liability.

In order to secure the payment of the lease fee, upon execution of the Lease Agreement the Lessee will have to pay a deposit of three fixed monthly lease fees including VAT.

Tender shall contain the following documents:

1. Tenderer's data: company, head-office, TIN, registration number, e-mail address for communication;
2. Copy of the excerpt from the Business Registers Agency of the Republic of Serbia;
3. Tender (free form) with clearly indicated amount of the offered monthly lease fee in Euro, VAT excluding, verified by the seal and signed by an authorised person of the Tenderer;
4. Evidence of payment of the deposit in the amount of RSD 200,000.00.

### The deposit is paid to the current account BELGRADE AIRPORT d.о.о. Beograd

No. 170-0030036782000-94, Unicredit bank, with a note "deposit per ad for lease of space“.

The deposit shall be paid to take part in the procedure.

Paid up deposit of the best tenderer shall remain as security of payment of lease fee and settlement of other contractual liabilities of the Lessee. The Lessee shall pay the amount of the deposit up to the amount of three offered monthly lease fees latest within 8 (eight) days from the date of execution of the Lease agreement. In addition, it shall maintain the deposit amount at 3 (three) monthly lease fees, including VAT.

The awarded tenderer who waives the submitted tender, rejects execution of the Lease agreement within 14 days from submission of the agreement for signature, as well as the tenderer that does not pay the deposit amount up to the amount of three offered monthly lease fees within 8 days is not entitled to deposit refunding.

Other tenderers shall receive the deposit refunding within 7-day period from the date of adoption of a decision on the award of the lease of subject space. Tender shall include the bank account number to which the deposit should be returned;

1. Declaration that the Tenderer accepts terms from the advertisement.

Documents shall be submitted as originals or certified copies, unless indicated otherwise.

Criterion for selection of the best tender is the highest offered monthly lease fee.

The present legal representatives of tenderers or other authorised persons may participate in the negotiation procedure. They must have the original power of attorney, in which it must be stated that the person is authorized to take all actions in the negotiation procedure on behalf and for the account of the tenderer, and in particular that he/she can offer a lease fee higher than the initial fee.

The power of attorney must have a number, date, signature of the Authorisation Grantor and the seal of the tenderer.

Negotiations will be conducted in Serbian or English depending on the persons present at the negotiation.

Negotiation shall be conducted in three rounds (the first basic Tender + 2 rounds of negotiation). The Tender element that will be subject to negotiation is the amount of offered lease fee.

In the negotiation procedure offered conditions cannot be less favourable than those offered in the initial Tender or in the previous round.

The result of negotiation shall be noted in a special Minutes on negotiation, which will be signed by the Commission Members as well as by the authorised representatives of tenderers.

First round of negotiation

After completion of public opening of the basic tenders, the Commission will set a break in order to check whether the submitted tenders fulfil all the requirements from the Invitation, rank the tenderers and make the initial rank list based on the criteria set in the Invitation, which will be handed over to the authorised representatives.

Second round of negotiation

After submission of the initial ranking list, the Commission will set a break of at least 10 minutes. During the break, the representatives of the tenderers may have necessary consultations for further negotiation with their headquarters.

After the expiration of the deadline, the second round of negotiations will take place in such a way that the President of the Commission invites the present tenderers' representatives to submit new, more favourable tenders.

Tenders are submitted in closed envelopes to the President of the Commission.

Upon submission of tenders, the President of the Commission opens tenders and reads the offered fees and other tender elements subject to negotiation.

The offered fee can not be lower and the other elements of the tender can not be less favourable for the Company compared to those offered in the first round of negotiations or in the initial offer.

The Commission will withdraw to rank the tenderers. The Commission will make a new ranking list of the tenderers and the list will be delivered to the authorised representatives of the tenderers.

Third round of negotiation

After submission of the rank list, the Commission shall set a 10-minute break to enable the authorised representatives have necessary consultations for further negotiation with their head offices.

After the expiration of the deadline, the third round of negotiations will take place in such a way that new tenders will be submitted in closed envelopes to the President of the Commission.

After submission, the President of the Commission opens and reads offered prices.

The price offered during the negotiation may not be lower than the one offered in the second round of negotiation or than the initial tender and it represents the final offer.

If a present representative of a tenderer does not submit an increased tender in all or some of the negotiation rounds, his/her tender given in the previous round will be considered as the final tender.

In the event that the tenderer who has submitted the initial tender is not present at the negotiation, his/her initial tender shall be deemed the final tender given in the negotiation procedure.

The Commission will withdraw to rank the tenderers. The Commission will make a ranking list of the tenderers and the list will be delivered to the authorised representatives of the tenderers.

The reasons for BELGRADE AIRPORT d.о.о. Belgrade to cancel the Agreement may be as follows:

1. If, even after written notice of the Lessor, the Lessee uses the space contrary to the Agreement, subleases or amends the space without written consent of the Lessor.
2. If the Lessee does not pay due rent fee and other liabilities within fifteen 15 days after Lessor's call for payment.
3. Opening bankruptcy procedure of the Lessee or the Lessor,
4. If the Lessee fails to maintain the deposit at the level of three (3) gross monthly lease fees.
5. In case of investment works or reconstruction of the space subject to lease, the Lessor may offer to the Lessee an alternative space, adopt a decision on a stand still period or cancel the lease agreement.

Manner, place and time for tender submission:

Tender must be submitted in writing, in a closed envelope directly or by mail to the address (registered mail):

### BELGRADE AIRPORT d.о.о. Beograd 11180 Belgrade 59, RECORD OFFICE

**SPACE LEASE COMMISSION**

Front side of the envelope shall contain the text: TENDER FOR LEASE OF SPACE - DO NOT OPEN", and the reverse side shall contain clearly written name and address of the Tenderer. Tenders shall be submitted in a sealed envelope until 24.12.2019. at 10:00 am.

Tenderers shall, latest a day before the opening session indicated in the Invitation, submit a name of a tenderer and a person who will submit the tender, i.e. attend the opening session. The data shall be submitted to the following e-mail address: [јеlеnа.pеtrоvic@beg.аеrо](mailto:%D1%98%D0%B5l%D0%B5n%D0%B0.p%D0%B5tr%D0%BEvic@beg.аеrо).

The requested data are necessary for BELGRADE AIRPORT d.о.о. Beograd to timely notify the Security Service of Air Serbia to grant entrance into the security-restrictive zone of the Airport, Red Building of Air Serbia.

### Untimely tenders, meaning tenders that have not been submitted to the Record office of BELGRADE AIRPORT d.o.o. Beograd until the indicated deadline, regardless of the method of delivery, will be returned unopened to the tenderer with the note of untimely tender.

Place, time and manner of tender opening:

Public opening will be carried out on 24.12.2019. in Belgrade Saloon at Belgrade Nikola Tesla Airport at 12.00 noon.

Only authorized representatives of Tenderers with verified and signed authorization, in original only, are entitled to participate in tender opening. Faxes and photocopies will not be considered.

You may send any question in reference with the invitation to the contact person: Jelena Petrović, e-mail: [јеlеnа.pеtrоvic@beg.аеrо](mailto:%D1%98%D0%B5l%D0%B5n%D0%B0.p%D0%B5tr%D0%BEvic@beg.аеrо).

Tender opening and negotiation minutes will be delivered to the present representatives of the tenderers immediately after the completion of the negotiation procedure and will be delivered to the other tenderers on the e-mail address indicated in the tender.

BELGRADE AIRPORTd.о.о. Beograd reserves the right to reject any tender without explanation.