

**SERBIA AND MONTENEGRO AIR TRAFFIC SERVICES SMATSA LLC**  
**Nikole Pašića Square No. 10, 11000 Belgrade, Republic of Serbia**

**Registered number:**

NAB.00 61/661 dated  
27/06/2019



**TENDER DOCUMENTS**

**for submitting bid in a negotiated procedure without invitation to bid for**

**ETP licence - EUROCONTROL BASIC packages for basic training**

**(Public Procurement 118/D/19)**

<b>BID SUBMISSION DEADLINE:</b>	<b>17/07/2019 at 9:30 AM (CET)</b>
<b>BID OPENING:</b>	<b>17/07/2019 at 10:00 AM (CET)</b>
<b>NEGOTIATIONS COMMENCEMENT:</b>	<b>17/07/2019 at 11:30 PM (CET)</b>

Total number of pages: 34

Pursuant to Articles 36 para.1 point 2), 61 of the Public Procurement Law (“Official gazette of Republic of Serbia”, No. 124/12, 14/15 and 68/15) and Article 5 of Decree on the mandatory elements of the tender documents in public procurement, and the manner of proving eligibility Law (“Official gazette of Republic of Serbia”, No. 86/15) and based on the positive opinion of the Public Procurement Office no. 404-02-2028/19 dated 13/05/2019, the Decision on Initiating Public Procurement Procedure PP 118/D/19 no. NAB.00 61/530 dated 27/05/2019 and the Decision on Establishing the Public Procurement Committee PP 118/D/19 no. NAB.00 61/531 dated 27/05/2019 the following has been compiled:

**TENDER DOCUMENTS**  
**in a negotiated procedure without invitation to bid for the public procurement–**  
**ETP licence - EUROCONTROL BASIC packages for basic training - PP 118/D/19**

Tender documents include:

**I GENERAL INFORMATION ON THE PUBLIC PROCUREMENT .....3**

**II TECHNICAL SPECIFICATION .....4**

**III REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE FROM ARTICLES 75 AND 76 OF THE LAW, AND INSTRUCTIONS FOR PROVING COMPLIANCE TO THOSE REQUIREMENTS .....6**

**IV CRITERIA FOR CONTRACT AWARD .....8**

**V ELEMENTS OF THE BID THAT ARE SUBJECT TO NEGOTIATIONS AND DESCRIPTION OF THE NEGOTIATING PROCEDURE .....9**

**VI FORMS WHICH REPRESENT INTEGRAL PART OF THE BID .....10**

***BID FORM* .....11**

**BID FORM – SUBCONTRACTOR’S IDENTIFICATION FORM .....13**

**PRICE STRUCTURE FORM, WITH INSTRUCTION FOR FILLING .....14**

**BID-PREPARATION EXPENSE FORM .....16**

**DECLARATION OF INDEPENDENT BID FORM .....17**

**BIDDER’S STATEMENT FORM ON PROVING COMPLIANCE WITH THE MANDATORY REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE, AS SET IN ARTICLE 75 OF THE LAW ...18**

**SUBCONTRACTOR’S STATEMENT FORM ON PROVING COMPLIANCE WITH THE MANDATORY REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE, AS SET IN ARTICLE 75 OF THE LAW ...19**

**VII MODEL OF THE CONTRACT .....20**

**VIII INSTRUCTIONS FOR BIDDERS ON HOW TO COMPILE A BID .....26**

## I GENERAL INFORMATION ON THE PUBLIC PROCUREMENT

### CONTRACTING AUTHORITY'S BASIC DATA

Name of contracting authority:	Serbia and Montenegro Air Traffic Services SMATSA LLC
Address:	Nikole Pašića Square No. 10, 11000 Belgrade, Republic of Serbia
Web page:	<a href="http://www.smatsa.rs">www.smatsa.rs</a>
Type of negotiated procedure:	Negotiated procedure without invitation to bid
Justification for using negotiated procedure:	<p>Training Centre for ANS personnel operating within SMATSA provides training for future ATCOs as well as Continuation Training of the existing ATCOs. This training is performed in accordance with detailed plans and programs prescribed by Regulation on Air Traffic Controller Licences, Training Organisations and aero-medical centres ("The Official Gazette of the Republic of Serbia ", No. 83/15, 18/16 and 71/17).</p> <p>In order to respond to regulatory requirements, Training Centre for ANS personnel uses EUROCONTROL packages for ATCOs training in accordance with Specification for ATCO Common Core Content Initial Training - Edition: 2.0. In its statement on exclusive rights NAB.00 61/377 dated 24/04/2019, EUROCONTROL confirmed that it is the sole entity able to provide material for ATCOs basic training harmonized with EUROCONTROL's Specification for ATCO Common Core Content Initial Training - Edition: 2.0.</p> <p>The Contracting Authority has received a positive opinion from Public Procurement Office No. 404-02-2028/19 dated 13/05/2019, whereby the preconditions for carrying out a negotiated procedure without invitation to bid, have been met.</p>
Type of procurement by sort:	Goods
Type of contract:	<input type="checkbox"/> Public procurement contract <input type="checkbox"/> Framework agreement
Reserved public procurement:	yes <input type="checkbox"/> no <input type="checkbox"/>
Electronic auction:	yes <input type="checkbox"/> no <input type="checkbox"/>
Contact person:	<a href="mailto:tender@smatsa.rs">tender@smatsa.rs</a> When submitting question via email it is mandatory to state in email Subject: Clarification of tender documents for PP 118/D/19

### INFORMATION ON THE PUBLIC PROCUREMENT SUBJECT MATTER

Description of the public procurement subject matter:	ETP license - EUROCONTROL BASIC packages for basic training Detailed description of Goods has been provided in the Technical Specification – Section II
Name and code from the Common Procurement Vocabulary:	80490000      Operation of an educational centre.

## II TECHNICAL SPECIFICATION

### ETP licence - EUROCONTROL BASIC packages for basic training

#### 1 Public Procurement Subject

1.1 The subject of the respective Public Procurement Procedure is SMATSA LLC license revalidation for admission to EUROCONTROL Training Products (hereinafter referred to as ETP) used for ATCO Basic Training delivery.

The new contract between EUROCONTROL and SMATSA LLC, regarding the usage of ATCO Basic Training package – ATC BASIC, provides a common legal framework within the following content:

- EUROCONTROL ATCO BASIC Training Course Material
- Training Documents (pdf)
- Lesson Presentations (ppt)
- Training Event Plans (pdf) - for the subjects: INTRB, LAWB, ATMB, METB, NAVB, ACFTB, HUMB, EQPSB, PENB.

1.2 SMATSA LLC shall use the following ETP:

- ATCO Basic Training - Training Programme Introduction (INTRB)
- ATCO Basic Training - Aviation Law (LAWB)
- ATCO Basic Training - Air Traffic Management (ATMB)
- ATCO Basic Training - Meteorology (METB)
- ATCO Basic Training - Navigation (NAVB)
- ATCO Basic Training - Aircraft (ACFTB)
- ATCO Basic Training - Human Resources (HUMB)
- ATCO Basic Training - Equipment (EQPSB)
- ATCO Basic Training - Professional Environment (PENB)
- ATCO Basic Training - Practical (PRACT)

#### 2 ETP description and usage prerequisites

2.1 ETP description: ATCO Basic TRAINING

- a) Package content: ATCO Basic Training – Training Programme Introduction (INTRB)
- b) Package content: ATCO Basic Training – Aviation Law (LAWB)
- c) Package content: ATCO Basic Training – Air Traffic Management (ATMB)
- d) Package content: ATCO Basic Training – Meteorology (METB)
- e) Package content: ATCO Basic Training – Navigation (NAVB)
- f) Package content: ATCO Basic Training – Aircraft (ACFTB)
- g) Package content: ATCO Basic Training – Human Resources (HUMB)
- h) Package content: ATCO Basic Training – Equipment (EQPSB)
- i) Package content: ATCO Basic Training – Professional Environment (PENB)
- j) Package content: ATCO Basic Training – Practical (PRACT)

- 2.2 SMATSA LLC shall solely use the above-mentioned ETP in order to provide ATCO Basic Training for student ATCOs (AB-initio training).
- 2.3 The maximum number of courses per year, as well as the number of attendees, shall not be limited.
- 2.4 SMATSA LLC shall nominate the personnel qualified for training course execution. Experienced instructors with good subject matter knowledge, as well as with solid presentation and equipment handling skills, shall be considered as if possessing the suitable qualifications.
- 2.5 SMATSA LLC shall conduct the respective training courses within a three-year period, upon gaining admission to EUROCONTROL training materials.
- 2.6 SMATSA LLC shall provide EUROCONTROL with annual courses reports, including the following data:
- Course dates
  - Location
  - Nominated Instructor
  - Number of trainees
  - Trainees' course Feedback
  - SMATSA LLC General Feedback to EUROCONTROL.

**III REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE FROM ARTICLES 75 AND 76 OF THE LAW, AND INSTRUCTIONS FOR PROVING COMPLIANCE TO THOSE REQUIREMENTS**

The Bidder who meets the mandatory requirements for participating in the public procurement procedure, set in Article 75 of the Law, has the right to take part in the relevant public procurement, by proving the requirements as specified in the table below:

No.	MANDATORY REQUIREMENTS	REQUIREMENTS FULFILLMENT MANNER
1.	That the Bidder is registered with a competent Authority, i.e. entered in an appropriate register (Article 75, paragraph 1, item 1) of the Public Procurement Law);	<p align="center"><b>STATEMENT</b>  <i>(Form 5, Section VI of the Tender Documents)</i>, whereby the Bidder, under full financial and criminal responsibility, declares that it meets the requirements for the participation in the relevant public procurement procedure set in Article 75, paragraph 1, items 1) through 4), and paragraph 2 of the Public Procurement Law , as specified in these Tender Documents</p>
2.	That neither the Bidder, nor its legal representative, have been convicted for any crimes as members of an organised criminal group, for commercial criminal offence, criminal offence against environment, criminal offence of receiving or giving bribe, criminal offence of fraud (Article 75, paragraph 1, item 2) of the Public Procurement Law);	
3.	That the Bidder has paid due taxes, contributions and other forms of public charges in accordance with the regulations of the Republic of Serbia or foreign country where its registered place of business is located (Article 75, paragraph 1, item 4) of the Public Procurement Law);	
4.	That the Bidder has adhered to all obligations that pertain to applicable legislation concerning safety at work, employment and working conditions, protection of environment and that has not been prohibited from performing the activity, in force at the time of Bid submission. (Article 75, paragraph 2 of the Public Procurement Law);	

### **INSTRUCTION FOR PROVING COMPLIANCE WITH THE REQUIREMENTS**

- i. Compliance with the **mandatory requirements** for participating in the respective public procurement procedure, referred to in the table above under 1, 2, 3, and 4, the Bidder proves by submitting the **STATEMENT** (*Form 5, Section VI of the Tender Documents*) in accordance with Article 77 paragraph 4 of the Public Procurement Law.
- ii. **If the Bidder is submitting a Joint Bid with the Subcontractor**, as per Article 80 of the Public Procurement Law, the Bidder has to fulfill the mandatory requirements set in Article 75, paragraph 1, items 1) through 4), and Article 75 paragraph 2 of the Public Procurement Law. In such case, the Bidder is obliged to submit the Subcontractor's **STATEMENT** (Form 6, Section VI of the Tender Documents), signed and stamped by the authorized representative of the Subcontractor.
- iii. **If a Bid is submitted by a Group of Bidders** – not applicable in this public procurement.
- iv. The Bidder is obliged to inform the Contracting Authority without delay, in writing, about any change regarding compliance with the requirements from the public procurement procedure occurs before making the decision i.e. Contract conclusion, i.e. until public procurement Contract is in force, as well as to prove it in specified manner.
- v. The Contracting Authority may, prior to making the Decision on Contract award, request that the Bidder, whose Bid was evaluated as the most favorable one, submit the original for inspection or a certified copy of all or some evidence proving the compliance with the requirements. If the Bidder fails to submit the evidence required within the stipulated deadline, which cannot be shorter than 5 days, the Contracting Authority shall reject its Bid as unacceptable.
- vi. The bidder, which is registered in the Register of Bidders kept by the Serbian Business Registers Agency, is not obliged to submit evidences of requirement fulfilment from Article 75, paragraph 1, points 1) to 4), in accordance with Article 78 of the Law.
- vii. The Bidder is not obliged to submit evidence publicly available at the internet page of the authorities with jurisdiction. The Contracting Authority shall not reject a bid as unacceptable if it does not contain evidence required in the Tender Documents, if the bidder has indicated in his bid the webpage where the sought information is publicly available in Serbian language.
- viii. If the proof of compliance with the requirements is in the form of an electronic document, the Bidder shall submit a copy of the electronic document in writing, in accordance with the Law governing electronic documents.
- ix. If the country where the Bidder's principal address is located does not issue evidence required, the Bidder may instead, submit a written statement, given under criminal and material liability, certified / notarized by a court or administrative authority, notary public or other relevant authority with jurisdiction in that country.
- x. If a bidder's principal address is in another state, the Contracting Authority may check whether the documents submitted by the Bidder proving compliance with the requirements, have been issued by the relevant authorities with jurisdiction of that country.

## **IV CRITERIA FOR CONTRACT AWARD**

### **(1) TYPE OF CRITERIA FOR CONTRACT AWARD**

Criteria for contract award is lowest offered price.

For this criterion, the total offered prices in dinars without VAT in the Republic of Serbia stated in the Bid Form shall be taken into consideration. In case that the prices in the Bid are stated in EUR the conversion into RSD counter value shall be made by applying the official middle exchange rate of the National Bank of Serbia applicable on the Bid opening date.

### **(2) CRITERIA FOR CONTRACT AWARD IN A CASE WHERE MULTIPLE BIDDERS OFFER THE SAME PRICE**

Not applicable in the subject public procurement procedure, which is carried out as negotiated procedure without invitation to bid.



## **V ELEMENTS OF THE BID THAT ARE SUBJECT TO NEGOTIATIONS AND DESCRIPTION OF THE NEGOTIATING PROCEDURE**

All Articles of the Model of the contract (Section VII) are the subject of the negotiations except for Contract Subject (Article 1):

Only the Public Procurement Committee members on behalf of the Contracting authority and the authorized representatives of the Bidders can participate in the negotiating procedure.

Before commencement of the negotiations, persons authorized to represent the Bidder in the negotiating procedure (the Bidder may authorize one or more persons), shall submit to the Contracting Authority a **power of attorney/authorization to represent the Bidder in the respective negotiations.**

If, during the Bid Opening Procedure, the Contracting Authority determines that the Bidder has submitted all required Forms and evidence with its Bid, this Bidder shall be invited in the negotiation procedure that will commence on 17/07/2019 at 11:30 AM, and will take place at the Contracting Authority's premises, at Nikole Pašića Square No. 10, Belgrade, Republic of Serbia.

If a final agreement on elements of the contracts could not be reached on the date of the negotiations commencement, the negotiations shall be continued in electronic form, via official Serbia and Montenegro Air Traffic Services SMATSA LLC e-mail address - [tender@smatsa.rs](mailto:tender@smatsa.rs) with the Bidder's authorised person(s). The negotiating procedure shall be completed within 10 days counting from the Bid opening date.

If the Bidder's authorised representative does not attend the negotiating procedure in the stated period of time, the negotiations shall be conducted in writing in the manner described in the paragraph above with the person who is authorised to represent Bidder in the negotiations (power of attorney/authorisation shall be submitted with the Bid).

During the negotiating procedure, the Bidder cannot offer terms that are less favourable than those offered in the bid.

The Contracting Authority shall ensure that the offered price is not higher than the comparable market price, and shall check the quality of the public procurement subject with due diligence.

The negotiating procedure and its result shall be noted and evidenced in the Negotiating Minutes, which shall be signed by the representatives of both the Contracting Authority and the Bidder.

Upon completing the Negotiation Procedure, the Contracting Authority shall conduct an expert evaluation of the submitted Bids, during which a close examination of accuracy and validity of submitted evidence shall be carried out. If the expert evaluation shows that a bid possess some of the Essential Deficiencies as per Article 106 of the Law, the Contracting authority shall eliminate such bid even though the Bidder participated in the Negotiated procedure.

## **VI FORMS WHICH REPRESENT INTEGRAL PART OF THE BID**

- 1) Bid form (Form VI – 1)

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- 2) Price structure form, with instruction for filling (Form VI – 2)

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- 3) Bid-Preparation Expense Form (Form VI – 3)

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- 4) Independent bid statement form (Form VI -4)

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- 5) Bidder's statement form on mandatory requirements fulfillment for participation in the public procurement – Article 75 of the Law, (Form VI – 5)

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- 6) Subcontractor's statement form on mandatory requirements fulfillment for participation in the public procurement – Article 75 of the Law, (Form VI – 5a)

**BID FORM**

**Contract title:** ETP license - EUROCONTROL BASIC packages for basic training – 118/D/19

**For:** **Serbia and Montenegro Air Traffic Services SMATSA Llc**  
**Belgrade, Nikole Pašića Square No. 10, Belgrade, Serbia**

As per the Invitation to Tender for the ETP license - EUROCONTROL BASIC packages for basic training (public procurement no. 118/D/19), we hereby submit our bid as follows:

independently  with subcontractor(s)  
(please mark applicable field )

**I IDENTIFICATION DATA OF THE BIDDER**

Business name or short name from relevant register:	
Registered address:	
Registration number of bidder:	
Tax Identification Number of bidder:	
Contact Person:	
E-mail address of Contact Person:	
Telephone number:	
Person authorized to sign the contract:	
Account Number and Name of the Bidder's Bank:	
Category of legal entities according to size in accordance with Article 6 of the Law on Accounting of the Republic of Serbia	<input type="checkbox"/> micro <sup>2</sup> <input type="checkbox"/> small <sup>3</sup> <input type="checkbox"/> medium <sup>4</sup> <input type="checkbox"/> big <sup>5</sup> (please mark the appropriate field <input checked="" type="checkbox"/> )

<sup>1</sup>Form must be filled in, certified by company seal and signed by an authorized person of the bidder, by which the bidder confirms that the data provided in the Bid Form are accurate.

<sup>2</sup>Legal entities that do not exceed two of the following criteria i) average number of employees 10, ii) operating revenues 700,000 EUR in RSD and iii) average value of operating assets (calculated as the arithmetic mean value at the beginning and end of the business year) € 350,000 in dinars.

<sup>3</sup> Legal entities that exceed two criteria from the footnote no. 3, but do not exceed two of the following criteria: i) average number of employees 50, ii) operating revenues 8,800,000 euros in dinars, iii) average value of operating assets (calculated as the arithmetic mean value at the beginning and end of the business year) € 4,400,000 in dinars.

<sup>4</sup> Legal entities that exceed two criteria from the footnote no. 4, but do not exceed two of the following criteria: i) average number of employees 250, ii) operating revenues 35,000,000 EUR in dinars, iii) average value of operating assets (calculated as the arithmetic mean value at the beginning and at the end of the business year) € 17,500,000 in dinars.

<sup>5</sup>Legal entities that exceed two criteria from the footnote no. 5.

## II BASIC ELEMENTS OF THE BID

Validity period of the Bid	_____ days from the date of bid opening (not less than 60)
The currency of the prices in the bid	<input type="checkbox"/> RSD <input type="checkbox"/> EUR <i>(please mark the appropriate field <input checked="" type="checkbox"/>)</i>
Total Price	_____ without VAT in the Republic of Serbia _____ with VAT in the Republic of Serbia.  The bid price includes all costs associated with contract performance of the public procurement.
Method of Payment	Proposal of the method of Payment: _____ _____ _____ _____ _____ If the Bidders proposes advance payment than he shall be obliged to provide advance payment bank guarantee..
Delivery deadline	The deadline for delivery of the first annual license is 5 calendar days from the date of application of the contract.  The deadline for the delivery of the second and third annual licenses is on the expiry date of the annual license for the previous year

By submitting this Bid, we accept all the conditions of the respective Invitation to Bid and the Tender Documents. The Bid pertains to entire procurement, all in accordance with the respective Invitation to Bid and the Tender Documents.

\_\_\_\_\_

Place and date:

\_\_\_\_\_

Bidder: Seal and signature

**BID FORM – SUBCONTRACTOR’S IDENTIFICATION FORM <sup>6</sup>**

Business name or short name from relevant register:	
Address of the registered office:	
Registration number:	
Tax Identification Number:	
Contact person:	
E-mail address of Contact person:	
Telephone number:	

The part of the procurement that will be carried out by a stated subcontractor:

\_\_\_\_\_

Percentage of total value of the procurement that will be entrusted to the named subcontractor: \_\_\_\_\_%

\_\_\_\_\_

**Place and date:**

\_\_\_\_\_

**Bidder: Seal and signature**

\_\_\_\_\_

**Place and date:**

\_\_\_\_\_

**Subcontractor: Seal and signature**

<sup>6</sup> Form shall be filled-in only by those bidders that are submitting a Bid with a subcontractor. If the Bidder has more subcontractors, this page must be copied in a sufficient number of copies, each copy properly filled-in and submitted for each subcontractor. The percentage of the total value of the public procurement that the Bidder is entrusting to the subcontractor cannot exceed 50%, and if the Bidder is entrusting public performance to a multiple number of subcontractors, the percentage of the procurement value that is being entrusted to all subcontractors (the sum for all subcontractors), cannot exceed 50%.

**PRICE STRUCTURE FORM, WITH INSTRUCTION FOR FILLING**

Item	Unit of measurement	Quantity	Unit price without VAT	Unit price with VAT	Total price without VAT	Total price with VAT
1	2	3	4	5	6 = 3x4	7 = 3x5
ETP license in accordance with Technical specification from Section II of the Tender documents	Annual license	3	_____	_____	_____	_____
<b>A. TOTAL</b>					_____	_____

\_\_\_\_\_

Place and date:

\_\_\_\_\_

Bidder: Seal and signature

**Instruction for filling out of the price structure form:**

The Bidder shall complete Price Structure Form as follows:

**GENERAL:** The form must be fulfilled and certified with the seal and signature of the authorized person. Any correction due to an error must be verified by the Bidders's initials and stamped. The Contracting Authority may - subject to the bidder's consent - correct arithmetic errors observed in the course of examining the bid, after the bid opening procedure. If there is a difference between the unit price and the total price, the unit price will be considered correct. If the bidder does not give consent to correction of arithmetic errors, the Contracting Authority will reject the bid as unacceptable

- **Column 4:** please enter unit price excluding VAT paid and calculated in the Republic of Serbia;
- **Column 5:** please enter unit price including VAT paid and calculated in the Republic of Serbia. In case that the foreign Bidder is appointed with a tax representative in the Republic of Serbia, he/she shall be obliged to fill in the total offered price with and without VAT

in Republic of Serbia, in the Price Structure Form. In case the foreign Bidder is not appointed with a tax representative in the Republic of Serbia, he/she shall be obliged to fill in the total offered price without VAT in Republic of Serbia, in the Price Structure Form

- **Column 6:** please enter total price excluding VAT in the Republic of Serbia by multiplying unit price without VAT (Column 4) with quantity (Column 3).
- **Column 7:** please enter total price including VAT in the Republic of Serbia by multiplying unit price with VAT (Column 5) with quantity (Column 3). In case that the foreign Bidder is appointed with a tax representative in the Republic of Serbia, he/she shall be obliged to fill in the total offered price with and without VAT in Republic of Serbia, in the Price Structure Form. In case the foreign Bidder is not appointed with a tax representative in the Republic of Serbia, he/she shall be obliged to fill in the total offered price without VAT in Republic of Serbia, in the Price Structure Form;
- **Row A:** enter the total amount without and with VAT. This amount shall be entered in the Bid form (Form VI-1).

**BID-PREPARATION EXPENSE FORM**

As per article 88 of the Public Procurement Law (“The Official Gazette of the Republic of Serbia”, no. 124/2012, 14/2015 and 68/2015), the Bidder  (*name of bidder*) hereby submits total amount of expenses and structure of expenses incurred in the course of bid preparation, as follows:

TYPE OF EXPENSE	Amount in RSD/EUR
<b>TOTAL AMOUNT OF BID-PREPARATION EXPENSES</b>	

Bid-preparation and submission expenses shall be borne solely by the bidder, and the bidder cannot seek reimbursement of such costs. Where public procurement procedure was cancelled due to reasons related to Contracting authority, it shall reimburse the expenses for producing sample or model to the bidder, if these were made in compliance with the technical specifications of contracting authority, and expenses for acquiring a security bond, provided that bidder requested reimbursement of these expenses in its bid.

Remark: This form is not a mandatory element of the bid

Place and date:

Bidder: Seal and signature



## DECLARATION OF INDEPENDENT BID FORM

As per Article 26 of the Public Procurement Law (“The Official Gazette of the Republic of Serbia”, no. 124/2012, 14/2015 and 68/2015), the Bidder

\_\_\_\_\_

*(Business name, registered address and registration number of Bidder)*

makes following:

### DECLARATION OF INDEPENDENT BID

Under full financial and criminal responsibility, I confirm that the bid in the public procurement procedure PP 118/D/19 - ETP license - EUROCONTROL BASIC packages for basic training, has been submitted independently, without collaboration with other bidders or interested parties.

\_\_\_\_\_

Place and date:

\_\_\_\_\_

Bidder: Seal and signature

**Remark:** *In case of reasonable doubt in veracity of declaration of independent bid, the Contracting authority shall immediately notify thereon the organization authorized for the protection of competition. Organization authorized for protection of competition may ban a bidder or an interested party from participating in public procurement procedure, where it determines that the bidder or the interested party violated competition rules in public procurement procedure within the meaning of the law governing competition protection. The measure of ban to participate in public procurement procedure may last up to two years. Violation of competition represents negative reference as per Article 82 paragraph 1, point 2. of the Law.*

**BIDDER'S STATEMENT FORM ON PROVING COMPLIANCE WITH THE MANDATORY REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE, AS SET IN ARTICLE 75 OF THE LAW**

As per Article 77. para. 4 of the Public Procurement Law ("The Official Gazette of the Republic of Serbia", no. 124/2012, 14/2015 and 68/2015), under full financial and criminal responsibility, acting as the authorized representative of the Bidder, I hereby make the following

**STATEMENT**

The Bidder

(Please enter Bidder's name and the address),

participating in the public procurement procedure 118/D/19 - ETP license - EUROCONTROL BASIC packages for basic training, fulfills the requirements from Article 75 of the Public Procurement Law, i.e. requirements prescribed within the Tender Documents, as follows:

1. The Bidder is registered with a competent Authority, i.e. entered in an appropriate register;
2. Neither the Bidder, nor its legal representative, have been convicted for any crimes as members of an organized criminal group, for commercial criminal offence, criminal offence against environment, criminal offence of receiving or giving bribe, criminal offence of fraud;
3. The Bidder has paid due taxes, contributions and other forms of public charges in accordance with the regulations of the country where the Bidder's registered address is located;
4. The Bidder has adhered to all obligations that pertain to applicable legislation concerning safety at work, employment and working conditions, protection of environment and that has not been prohibited from performing the activity, in force at the time of Bid submission

**Place and date:**

**Bidder: Seal and signature**

Remark: This statement must be signed by the authorised representative of the Bidder.

**SUBCONTRACTOR'S STATEMENT FORM ON PROVING COMPLIANCE WITH THE MANDATORY REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE, AS SET IN ARTICLE 75 OF THE LAW**

As per Article 77. para. 4 of the Public Procurement Law ("The Official Gazette of the Republic of Serbia", no. 124/2012, 14/2015 and 68/2015), under full financial and criminal responsibility, acting as the authorized representative of the Subcontractor, I hereby make the following

**STATEMENT**

The Subcontractor

(Please enter Subcontractor's name and the address),

participating in the public procurement procedure 118/D/19 - ETP license - EUROCONTROL BASIC packages for basic training, fulfills the requirements from Article 75 of the Public Procurement Law, i.e. requirements prescribed within the Tender Documents, as follows:

1. The Subcontractor is registered with a competent Authority, i.e. entered in an appropriate register;
2. Neither the Subcontractor, nor its legal representative, have been convicted for any crimes as members of an organised criminal group, for commercial criminal offence, criminal offence against environment, criminal offence of receiving or giving bribe, criminal offence of fraud;
3. The Subcontractor has paid due taxes, contributions and other forms of public charges in accordance with the regulations of the country where the Bidder's registered address is located;
4. The Subcontractor has adhered to all obligations that pertain to applicable legislation concerning safety at work, employment and working conditions, protection of environment and that has not been prohibited from performing the activity, in force at the time of Bid submission

**Place and date:**

**Subcontractor: Seal and signature**

**Remark:**

If the Bid is submitted with Subcontractor: This statement must be signed by the authorised representative of the Subcontractor and submitted for each designated subcontractor in the Bid.

## VII MODEL OF THE CONTRACT

**A) The Contracting Authority has drafted a model contract in accordance with the Rulebook on General Contracting Conditions.**

**B) The subject of the negotiations are all articles of the Model Contract, except for: Article 1 (Subject of the Contract).**

**C) The Bidder may submit with its Bid proposal for the wording amendment of the Articles in the Model of the Contract, as well as proposal of addendum (new articles) to the Model of the Contract. This document will be analysed in the course of negotiations.**

Pursuant to Article 112 of the Law on Public Procurement ("Off. Gazette of RS" no. 124/2012, 14/2015 and 68/2015) and the Decision on awarding contract \_\_\_\_\_ of \_\_\_\_\_,

**SERBIA AND MONTENEGRO AIR TRAFFIC SERVICES SMATSA LLC**, 10, Nikole Pašića Square, TIN: 103170161, registration number: 17520407, represented by CEO Predrag Jovanović (hereinafter referred to as the Contracting Authority)

and

(hereinafter referred to as: the Supplier) (enter the name of the bidder, seat, TIN, identification number, name of the person responsible for signing the contract),,

have concluded,

### **PUBLIC PROCUREMENT CONTRACT PP 118/D/19**

#### **for the ETP license - EUROCONTROL BASIC packages for basic training**

#### **The Contracting Parties shall agree:**

- that the Contracting Authority, pursuant to Decision no. NAB.00 61/530 of 27 May 2019 launched a negotiation procedure without invitation to bid for provision of goods: the ETP licence - EUROCONTROL BASIC packages for basic training, PP 118/D/19;
- that the Supplier delivered an acceptable Bid No. ----- of ----- (hereinafter: the Bid) in accordance with the requirements and conditions established by the Tender Documents for PP 118/D/19 and
- that, in accordance with Article 108 of the Public Procurement Law, the Contracting Authority has issued a Decision on awarding the contract no. ----- of -----, based on which the said contract is concluded.

#### **SUBJECT OF THE CONTRACT**

##### **Article 1**

The subject of this contract is provision of the ETP licence - EUROCONTROL BASIC packages for basic training (hereinafter referred to as the System), fully in accordance with the provisions of the Contract and the following documents:

1. Tender Documents for PP 118/D/19 (hereinafter referred to as: the Tender documents) – Attachment I and

2. The accepted Bid of the, Ref. No. \_\_\_\_\_, dated \_\_\_/\_\_\_/\_\_\_ in (hereinafter referred to as: the Bid) – Attachment II

which together constitute an integral part of this contract.

*In case that the Supplier engages a subcontractor:*

The Supplier shall entrust the performance of the contract in the following activities:

\_\_\_\_\_

to subcontractor/subcontractors:

\_\_\_\_\_.

The Supplier shall, pursuant to the provisions of this contract, be solely responsible for the manner in which the Contract is carried out. All employees, representatives or subcontractors engaged by the Supplier in connection with the implementation of the contract, will be managed by the Supplier.

## PRICE

### Article 2

Annual price of the ETP license is \_\_\_\_\_ RSD/EUR excluding the value added tax which is calculated and paid in the Republic of Serbia.

Total contract price for ETP license for three years is \_\_\_\_\_ RSD/EUR excluding the value added tax which is calculated and paid in the Republic of Serbia.

Value Added Tax is calculated in accordance with the applicable regulations in the Republic of Serbia.

The price referred to in para. 1&2 of this Article shall include all costs necessary for the execution of the contract, fees for licenses, taxes and charges paid outside the country of the Contracting Authority.

The price referred to in para. 1&2 of this Article shall not include customs duties and taxes payable in the Republic of Serbia and/or Montenegro and borne by the Contracting Authority.

The price referred to in para. 1&2 of this Article shall be fixed and unchanged during the performance of the Contract.

## METHOD OF PAYMENT

### Article 3

The Contracting Authority shall effect the payment to the Supplier in the amount defined in the para. 1 of the Article 2 of the Contract upon delivery of the annual ETP license, within \_\_\_\_\_ (not less than 15 days nor more than 45) calendar days from the day of submission the following documents:

- Invoice and
- Minutes on the license acceptance, signed by the authorised person in the Contracting Authority.

The Contracting Authority reserves the right to request from the Supplier additional payment documents in accordance with the regulations governing foreign exchange operations in the Republic of Serbia, as well as agreements on the avoidance of double taxation.

## **DELIVERY DEADLINE**

### **Article 4**

The deadline for delivery of the first annual license is 5 calendar days from the date of application of the contract.

The deadline for the delivery of the second and third annual licenses is on the expiry date of the annual license for the previous year.

## **OBLIGATIONS OF THE CONTRACTING AUTHORITY**

### **Article 5**

The Contracting Authority shall:

- appoint authorized representatives who will communicate with the representatives of the Supplier, perform acceptance of the delivered ETP licenses and sign the Minutes on the license acceptance and
- to duly perform the payment in line with Article 3 of this contract.

## **OBLIGATIONS OF THE SUPPLIER**

### **Article 6**

The Supplier shall:

- deliver ETP license once a year in accordance with the provisions of this Contract and the Tender Documentation;
- communicate and cooperate with authorised representatives of the Contracting authority and
- performs delivery in timely manner and professionally, in accordance with good business practices, rules and professional standards.

## **DELIVERY AND ACCEPTANCE OF THE ETP LICNESES**

### **Article 7**

The supplier is obligated to deliver ETP licenses in electronic form.

The acceptance of ETP licenses shall be performed by authorized representatives of the Contracting Authority within 5 (five) calendar days from the date of license delivery.

The acceptance of ETP licenses shall be performed by comparing the data from the Bid, Tender documents and delivery note with the actually delivered licenses.

If, during the accpetance, it is established that the delivered licenses are different from the contracted ones, the Contracting Authority shall make a written report thereof, which will be delivered without delay to the Supplier. The Supplier shall be obliged to deliver the proper or missing licenses within fifteen (15) working days from the date of receiving the report on the shortcomings, at his own expense and at his own risk.

The Contracting Authority shall issue and sign the Minutes on the license acceptance for first, second and third delivered annual ETP license, within 5 (five) calendar day upon the performed delivery.

One copy of the signed Minutes on the license acceptance shall be provided to the Supplier within 7 (seven) calendar days from the date of its signature.

## **AMENDMENTS OF THE PUBLIC PROCUREMENT CONTRACT**

### **Article 8**

The Supplier shall have the right to extend the deadline referred to in Article 4 of this Contract in the following cases:

1. when the Contracting authority is late in fulfilling the contractual obligation referred to in Article 5 of the Contract for the time period equal to the time period of interferences caused by the delay of the Contracting Authority and/or
2. due to force majeure referred to in Article 9 of this Contract, or changed circumstances, which could be foreseen at the point of concluding the Contract

Supplier shall be obliged to immediately inform the Contracting Authority, in writing, about all the circumstances and events which might affect the extension of the contracted deadlines.

In case of circumstances or events, due to which the contracted deadlines shall be extended, the Supplier shall be obliged to provide the written proposal for extending the deadlines referred to in Article 4 of the Contract, on which the Contracting Authority shall decide within 8 days from the day of receiving the proposal.

Changes of the contract on public procurement shall be in force only if in the form of annex to the contract and if signed by authorised representatives of both contracting parties.

## **FORCE MAJEURE**

### **Article 9**

If a contracting party is prevented to execute its liabilities under this Contract due to force majeure, the deadline for execution of those liabilities shall be extended for the time period of duration of force majeure.

Force majeure shall mean any circumstance which is out of control of the Contracting Authority and Supplier, including but not limited to a war, revolution, terrorist attacks, serious destructions, explosions, fire, flood, weather disasters, drought, earthquake, epidemics, quarantine restrictions, general boycott of the system in the countries from which export or production of Supplier is performed, strikes, lay-offs in factories, adoption of regulations and other decrees preventing execution of contractual liabilities, embargo on transport, sanctions of the United Nations which prevent or obstruct the execution of liabilities of Contracting Authority or Supplier.

Contracting party hit by force majeure will, within the shortest period of time, inform the other contracting party, in writing, about the occurring force majeure.

If the force majeure lasts longer than 90 (ninety) days, the contracting parties will jointly resolve the issue of further execution of the Contract as soon as possible. If they cannot reach an agreement within 120 (a hundred and twenty) calendar days after the occurrence of force majeure, each contracting party shall have the right to terminate this Contract.

## **CONTRACTUAL PENALTY**

### **Article 10**

In the event the extension of the deadlines from Article 4 due to the fault of the Supplier, the Contracting Authority shall charge the Supplier a contractual penalty for each day of delay in the amount of 0.2% of the total price referred to in Article 2, paragraph 2 of this Contract and not more than 10% of the total price referred to in Article 2, paragraph 2 of this Contract.

## **INTELLECTUAL PROPERTY RIGHTS**

### **Article 11**

All rights of intellectual and/or industrial property related to the subject of procurement referred to in Article 1 of this Contract shall remain acquired rights of the Supplier or their licensors, in accordance with the type and nature of such rights and the Contract concluded. The Supplier shall, at his own expense, obtain all necessary permissions and all authorizations from the owners of any patent, trademark or brand, industrial design, document or any information necessary for the fulfillment of his obligations under this Contract.

The Supplier shall give to the Contracting Authority a non-exclusive, non-transferable right to use the Software provided under the Service solely for the purpose or with the use of the System or Software, and the Contracting Authority, without the prior written permission of the Supplier, shall not:

1. Make permanent copies, translations, adaptations or modifications to the software,
2. Perform decompilation of the given software,
3. Sell or distribute the given software.

In the event of a third party instituting litigation or raising a claim for the exercise of some rights relating to the violation of intellectual property and/or industrial property rights, the party the first to find out about the existence of such a procedure shall promptly notify the other party of the same. The Supplier shall bear all liability and possible damage, and is obliged to indemnify the Contracting Authority in case of establishing liability for damages in the name of violation of protected intellectual and/or industrial property rights of third parties.

## **USE OF DOCUMENTS AND INFORMATION**

### **Article 12**

Neither the Contracting Authority nor the Supplier shall, without written consent of the other party, or on its behalf, communicate/ disclose information regarding this Contract, or its provisions, to the third parties.

## **TERMINATION OF THE CONTRACT**

### **Article 13**

Any Contracting Party shall be entitled to terminate the Contract if the other contracting party fails to execute its contractual liabilities in the contracted manner and within the contracted deadline, or if makes significant violations of the Contract.

Contracting Party which wants to terminate the Contract shall be obliged, prior to termination of the Contract, to inform other contracting party about the violation of contractual liabilities, state the concept of the violation of the contractual liabilities, and request the correction within sixty (60) calendar days from the day of submitting the notification.

Additional deadline for execution of liabilities cannot be granted after the expiry of the deadline defined for execution of all contractual liabilities.

If there is a consensual termination of the Contract the Contracting Parties shall regulate the mutual claims related to and arising from this Contract.

## **VALID LAWS AND DISPUTE SETTLEMENT**

### **Article 14**

This contract and its content will be implemented and interpreted in accordance with the Contract and Tort Law and other applicable laws in force in the Republic of Serbia.



All possible disputes arising from or related to this Contract, the Contracting Parties shall try to resolve amicably and if the contracting parties fail to reach an agreement, they agree that the Commercial Court in Belgrade shall be in charge of settling the disputes.

## **TRANSITIONAL AND FINAL PROVISIONS**

### **Article 15**

All notices relating to this contract shall be in writing in Serbian or in English and shall be delivered in person, by e-mail or by mail to the receiving Party, at the address specified in this Contract or at any other address of which any Contracting Party may, in writing, inform the other contracting party.

The Contract shall enter into force on the date of its signature by the authorized representatives of both contracting parties and shall apply from the date of expiration of the current contract NAB.00 80/538 dated 26 October 2016. The Contract is concluded with a validity period of three (3) years counting from the application date of the Contract.

This Contract is made in 6 (six) identical copies, of which 3 (three) copies are in Serbian and 3 (three) copies are in English. The Contracting Authority shall retain 2 (two) copies in the Serbian language and 1 (one) copy in English, while the Supplier shall retain 2 (two) copies in English and 1 (one) copy in the Serbian language.

CONTRACTING AUTHORITY

SUPPLIER

## VIII INSTRUCTIONS FOR BIDDERS ON HOW TO COMPILE A BID

### (1) INFORMATION ABOUT THE LANGUAGE IN WHICH BIDS MUST BE COMPILED

A Bidder must submit the Bid in written form.

The Bid and other Bid related documents shall be in either the Serbian or the English language.

These Tender Documents are prepared in the Serbian and English language. In case of a dispute, the version in the Serbian language shall prevail.

### (2) THE MANNER OF SUBMITTING A BID

A Bidder shall submit a bid, directly or through postal services, in a closed envelope or box, sealed in such manner that during bid opening it can be determined with certainty that it is being opened for the first time.

The reverse side of the envelope or box must contain the name, address, telephone number and e-mail of the Bidder.

The Bid shall be submitted to following address: Serbia and Montenegro Air Traffic Services SMATSA Llc, Nikole Pašića Square No. 10, 11000 Belgrade, Republic of Serbia bearing a visible note: "**Bid for ETP license - EUROCONTROL BASIC packages for basic training – PP 118/D/19 – DO NOT OPEN**". A bid that arrives at Contracting authority address by **9,30 A.M. (CET) on 17/07/2019** regardless of the method of delivery shall be considered as timely bid.

Upon reception of bid, the Contracting authority shall mark the time of receipt, registration number as well as date of the receipt. If the bid is submitted directly to the Contracting authority, the Contracting authority shall provide the Bidder with a delivery confirmation receipt.

The Bid which was not received by the Contracting authority within the indicated deadline shall be considered as untimely. Untimely bid shall be returned to the bidder unopened, after the bid opening procedure with a note stating that it has been submitted in an untimely manner.

The Bidder shall compile its Bid by entering requested data into the forms provided herein, and submitting documents and evidence in accordance with the Invitation to tender and these Tender Documents.

The bid must contain all elements requested in the Tender Documents and all amendments and addendums thereof, as per Article 63 of the Public Procurement Law. All forms must be submitted in their original form, filled-in clearly and unambiguously in legible writing, certified by the bidder's company seal and signature of an authorized person.

#### **IMPORTANT A bid must contain the following elements:**

- 1) **Form VI - 1** - Bid Form;
- 2) **Form VI -1a** – Bid Form – Information on the Subcontractor – To be submitted only if the bidder has indicated that he will entrust partial execution of the procurement to a subcontractor;
- 3) **Form VI - 2** – Price structure Form;
- 4) **Form VI – 4** – Independent Bid Statement Form;
- 5) **Form VI – 5 –Fulfillment of mandatory requirements for participation in the public procurement procedure** Statement Form

6) The bidder may submit along with the Bid a proposal for the modification of the text of Articles the model contract, as well as proposal of new Articles in the contract model. Should the Bidder fail to submit this document with the Bid, it shall be deemed to accept all the elements of the Model of the Contract (Section VII of the Tender Documentation);

It is recommended that all documents be bound together into a single whole and sealed in such a way that would make it impossible for additional sheets or appendices to be subsequently added, removed or changed. The bid must not contain editions on the text between lines inserted by the bidder, deletions of words, nor overwritten words, unless the bidder is correcting his own mistakes. If the bidder chooses to edit his own text in the forms, these editions shall be considered valid only if they are signed or initialed by the person or persons signing the bid and certified by the bidder's company seal.

### **(3) LOTS**

This public procurement has not been divided into multiple groups (lots).

### **(4) BIDS WITH VARIANTS**

Bids with variants are not permitted.

### **(5) AMENDING, SUPPLEMENTING AND RECALLING A BID**

Before expiry of the bid submission deadline, the Bidder may amend, supplement or recall its bid, in the manner stipulated for submission of the Bid.

The Bidder shall clearly state which elements of the bid he is amending and/or which documents are submitted subsequently.

Bid amendment, supplement or recall is to be submitted to following address: Serbia and Montenegro Air Traffic Services SMATSA Llc, Nikole Pašića Square No. 10, 11000 Belgrade, Republic of Serbia bearing a visible note:

**“Amendment of the Bid PP - 118/D/19 - ETP license - EUROCONTROL BASIC packages for basic training — DO NOT OPEN” or**

**“Supplement of the Bid - PP 118/D/19 - ETP license - EUROCONTROL BASIC packages for basic training — DO NOT OPEN” or**

**“Recall of the Bid - PP 118/D/19 - ETP license - EUROCONTROL BASIC packages for basic training — DO NOT OPEN” or**

**“Amendment and Supplement of the Bid - PP 118/D/19 - ETP license - EUROCONTROL BASIC packages for basic training— DO NOT OPEN”**

The reverse side of the envelope or box must contain the name, address, telephone number and e-mail of the Bidder. After expiry of the bid submission deadline, the Bidder cannot withdraw nor amend its bid.

### **(6) PARTICIPATION IN THE PROCEDURE**

A bidder may submit only one bid.

A bidder that submits an independent bid cannot simultaneously participate in a joint bid or a bid with a subcontractor, nor can he participate in multiple joint bids. In case the Bidder does not act in accordance with this instruction, each bid in which such Bidder participates shall be rejected.

In a Bid form (Form VI - 1), the Bidder has to indicate the method of Bid submission i.e. if the Bidder is submitting the Bid independently, as a member of group of Bidders (joint Bid) or if the Bidder is submitting the Bid with a subcontractor.

### **(7) SUBCONTRACTORS**

If the Bidder state in the Bid Form (Form VI – 1a) that he will entrust partial execution of the procurement to a subcontractor, than he is obliged to state the name of the subcontractor the percentage of the total value of the procurement that will be entrusted to the subcontractor, which cannot exceed 50%, and indicate the part of the procurement that will be executed by the subcontractor.

If a contract is signed between the Contracting authority and the bidder, the subcontractor shall be named in the contract.

The Bidder is obliged to submit the evidence of compliance with the requirements for the subcontractors, as specified in Section III of the Tender Documents, in accordance with instructions for proving compliance to the requirements

The Bidder shall be fully liable to the Contracting Authority for the execution of the obligations under the public procurement procedure, i.e. the execution of the contractual obligations, regardless of the number of subcontractors.

At Contracting authority's request, bidder shall provide access at the subcontractor's in order to determine fulfillment of requirements.

The Contracting authority will pay the full amount of the contract, directly to the Bidder, regardless of the percentage of the total value of the public procurement procedure that has been entrusted to a subcontractor.

The Bidder cannot engage as subcontractor any person not named in the bid, otherwise the Contracting Authority will realize the performance bond and terminate the contract, unless where termination could cause significant damage to the Contracting Authority. In this case the Contracting Authority shall notify the authorized organization for protection of competition.

In the case of a Bid submitted with a subcontractor, all forms shall be signed and certified by the Bidder, except for the Form VI-1a and Form VI-5a which shall be signed and certified by the Bidder and by each subcontractor individually.

## **(8) JOINT BID**

The bid cannot be submitted by a group of bidders, as the subject procurement procedure is being carried out as a negotiated procedure with one specific bidder.

## **(9) METHOD OF PAYMENT, WARRANTY PERIOD AND OTHER TERMS**

### **9.1 *Method of payment***

#### Proposal of the Method of payment

The payments shall be made upon delivery of annual licenses, within the deadline set forth by the Bidder, which cannot be shorter than 15 nor longer than 45 calendar days from the date of submission of the following documents:

- Invoice and
- Minutes on the acceptance, signed by the authorised person in the Contracting Authority.

The Bidder may propose a different method of payment in his Bid, taking into account that in the case of advance payment, it is necessary to submit an advance payment bank guarantee.

### **9.2 *Delivery deadline***

#### Proposal of the Delivery deadline

The deadline for delivery of the first annual license is 5 calendar days from the date of application of the contract.

The deadline for the delivery of the second and third annual licenses is on the expiry date of the annual license for the previous year.

### **9.3 Validity of the Bid**

The bid must be valid for a period of no less than 60 days from the date of the bid opening procedure. Once the validity period of the bid expires, the Contracting Authority may request in written form that the bidder extends the validity period of the bid. A bidder that accepts the request to extend the validity period of the bid cannot alter his bid.

#### **(10) BID PRICE**

The Bidder expresses the prices in the bid in either RSD or EUR, without and with value added tax payable in the Republic of Serbia. In case that the Bidder is appointed with a tax representative in the Republic of Serbia, it shall be obliged to fill in the amounts with and without VAT, in the Forms VI-1 and VI-2. If the Bidder is not appointed with a tax representative in the Republic of Serbia, it shall fill-in only the amounts without VAT, in the Forms VI-1 and VI-2 while the amounts with VAT are not filled-in.

The price must include all costs associated with contract performance of the subject public procurement.

The price is one of the elements of the contract which is subject to negotiation.

After negotiations, the price shall be fixed and cannot be altered during the contract validity period.

If a bid contains an unusually low price, Article 92 of the Public Procurement Law shall be applied.

#### **(11) SECURITY INSTRUMENTS FOR CONTRACT PERFORMANCE OF THE BIDDER**

In the case that the Bidder requires advance payment, it is necessary to submit an advance payment bank guarantee, for the amount of advance payment and with clauses: unconditional and payable at the first demand, with validity which is 30 days longer than the contract validity.

#### **(12) PROTECTION OF CONFIDENTIAL DATA PROVIDED BY THE CONTRACTING AUTHORITY TO THE BIDDERS INCLUDING SUBCONTRACTORS**

Subject public procurement does not contain confidential data that the Contracting authority makes available to the Bidder.

#### **(13) MANNER OF OBTAINING TECHNICAL DOCUMENTS AND PLANS IE ITS CERTAIN ELEMENTS**

Not applicable.

#### **(14) ADDITIONAL INFORMATION, EXPLANATIONS AND COMMUNICATION**

The communication in the public procurement procedure shall be performed in writing, i.e. by post, via electronic mail or facsimile, all in compliance with Article 20 of the Public Procurement Law. Persons interested in the public procurement may request, in writing, from the Contracting Authority additional information or clarifications regarding the preparation of the Bid, and they can point out any observed deficiencies and irregularities in the Tender Documents to the Contracting Authority, not later than five days prior to the expiry of the Bid submission deadline, via electronic mail to: [tender@smatsa.rs](mailto:tender@smatsa.rs), on working days (Monday – Friday) from 08:00 to 16:00. The request for clarification received after the aforementioned time or during weekend/non-working day shall be registered as if it was received on the first following working day. All requests for additional information, clarifications and communication must be marked with the designation and the reference

number of the public procurement that the request refers to, eg. "Request for additional information about PP 118/D/19."

The Contracting Authority shall, within 3 days following the receipt of the request, publish the requested information on the Public Procurement Portal (<http://portal.ujn.gov.rs>) as well as on its website ([www.smatsa.rs](http://www.smatsa.rs)). **The Bidders are recommended to follow all notices, clarifications and alterations published on the mentioned web pages.** Requesting additional information and clarifications by telephone is not allowed.

#### **(15) ADDITIONAL EXPLANATIONS FOLLOWING BID OPENING**

The Contracting authority may request additional information from a bidder, which will help him through the course of examining, evaluating and comparing bids, and it may also conduct control (inspection) of bidder or its subcontractor.

If the Contracting authority determines that additional information are needed or that it needs to conduct control (inspection) of bidder or its subcontractor, than the Bidder will be given adequate deadline to act in accordance with Contracting authority's request or the facilitates to the Contracting authority to conduct control (inspection) of bidder or its subcontractor.

The Contracting authority may - subject to the bidder's consent - correct arithmetic errors observed in the course of examining the bid, the bid opening procedure. If there is a difference between the unit price and the total price, the unit price will be considered correct. If the bidder does not give consent to correction of arithmetic errors, the Contracting authority will reject the bid as unacceptable.

#### **(16) INTELLECTUAL PROPERTY**

Patent royalties, as well as the responsibility for breach of intellectual property rights of third parties, shall be borne by the Bidder.

#### **(17) SUBMITTING A REQUEST FOR PROTECTION OF RIGHTS**

A request for protection of rights can be submitted by parties named in Article 148 of the Public Procurement Law, in accordance with stipulations of the Public Procurement Law which regulate the protection of rights procedure (articles 148-159 of the Public Procurement Law).

The request for the protection of rights shall be submitted to the Contracting Authority, and one copy of the request for the protection of rights shall simultaneously be submitted to the Republic Commission. The request for the protection of rights is submitted directly, via electronic mail to the following e-mail address: [tender@smatsa.rs](mailto:tender@smatsa.rs) or by registered mail with the return receipt, on working days (Monday – Friday) from 08:00 AM to 4:00 PM. The request for the protection of rights which is received after the stated time limit or during weekend/non-working day shall be considered as received on first, next working day.

The request for the protection of rights may be filed during the entire public procurement procedure, against any action of the Contracting Authority, unless otherwise prescribed by the Law. The Contracting Authority shall inform all participants in the public procurement procedure about the filed request for the protection of rights, i.e. shall post the notice about the filed request on the Public Procurement Portal (<http://portal.ujn.gov.rs>) and on its website ([www.smatsa.rs](http://www.smatsa.rs)), not later than 2 days from the day of receipt of the request.

#### **17.1 – Deadline for submission of the Request for Protection of Rights**

In a case where a request for protection of rights is submitted to dispute the type of procedure or the contents of the Invitation to Tender or the Tender Documents, the request shall be deemed timely if it is received by the Contracting authority at least seven days prior to expiry of the deadline, regardless of the manner in which it is delivered and if the claimant of the request pointed out to the Contracting Authority some eventual deficiencies and irregularities, as per Article 63, paragraph 2 and Contracting Authority fails to act accordingly.

A request for the protection of rights which is challenging the activities of the Contracting Authority undertaken before expiry of the bid submission deadline and after the time limit from the previous paragraph, shall be considered timely if submitted not later than the time limit for the submission of Bids.

Following the decision on Contract award or the decision on cancelling the public procurement procedure, the deadline for filing a request for the protection of rights shall be 10 days following the day of posting the subject decision on the Public Procurement Portal.

Request for the protection of rights cannot challenge activities of contracting authority performed in public procurement procedure if the claimant knew or could know the reasons for its submission before the expiry of time limit for submission of request under Article 149, point 3 and 4 of the Public Procurement Law, and the claimant did not submit it before the expiry of that time limit.

Where in the same public procurement procedure was filed another request for the protection of rights by the same claimant, the second request cannot challenge the activities of contracting authority which the claimant knew or could know during the submission of the previous request.

### **17.2 Obligatory elements of the Request for the protection of rights**

In accordance with Article 151 of the Public Procurement Law, Request for the protection of rights shall contain following elements:

- 1) name and address of claimant and contact person;
- 2) name and address of contracting authority;
- 3) information on public procurement that is the subject of the request, or on decision of the contracting authority;
- 4) violations of legislation regulating public procurement procedure;
- 5) facts and evidence substantiating the violations;
- 6) proof of paid tax;
- 7) claimant's signature.

### **17.3 Tax for the protection of rights**

The claimant must remit payment for taxes to the Budget of Serbia, in the amount of 60.000 RSD.

### **17.4 Instructions for tax payment from the Republic of Serbia**

Claimant is obliged to pay a tax in the amount prescribed in point 17.3 to the specified account of budget of Republic of Serbia. As proof of paid tax, the following will be accepted:

1) Proof of paid tax which contains the following elements:

(1) is issued by the bank and has the stamp of the bank;

(2) presents evidence that the fee is paid, meaning the confirmation must contain the information that the payment order, i.e. wire transfer order has been completed as well as date on which it has been completed.

(3) the amount of the tax;

(4) the budget account no. 840-30678845-06;

(5) payment code: 153 or 253;

(6) reference no.: PP 118/D/19

(7) the purpose of the payment: request for protection of rights tax; SERBIA AND MONTENEGRO AIR TRAFFIC SERVICES SMATSA LLC; PP 123U19;

(8) recipient: Budget of Republic of Serbia;

(9) name of the claimant submitting the request for protection of rights to which payment refers;

(10) contains signature of the authorized person from the bank;

2) The first copy of the payment order verified by signature of the authorized person and stamp of the bank or post office, containing all other elements of proof of completed payment of the tax as stated in the previous point 1).

3) Confirmation issued by Republic of Serbia, Ministry of Finance, Treasury, verified by signature of the authorized person and stamp containing all the elements of proof of completed payment of the tax as stated in the previous point 1), except those stated under (1) and (10) for claimants that have open account within consolidated Treasury account, managed by Treasury (beneficiaries of budget, beneficiaries of the assets of organizations for compulsory social security and beneficiaries of other public assets);

4) Confirmation issued by National Bank of Serbia, containing all the elements of proof of completed payment of the tax as stated under previous point 1), for claimants (banks and other subjects) that have an account with National Bank of Serbia in accordance with the law and other regulations.

### **17.5 Instructions for tax payment from abroad**

Hereby we inform you that taxes for submitting the requests for protection of rights can be paid from abroad to the foreign currency account of Ministry of Finance – Treasury

NAME AND ADDRESS OF THE BANK: National bank of Serbia (NBS) 11000 Belgrade, 17 Nemanjina St. Serbia

SWIFT CODE: NBSRRSBGXXX

NAME AND ADDRESS OF THE INSTITUTION: Ministry of Finance Treasury 7-9 Pop Lukina St. 11000 Belgrade

IBAN: RS 35908500103019323073

REMARK: It is also necessary to state the following payment information - “details of the payment” (FIELD 70: DETAILS OF PAYMENT): – PP 118D19.

The detailed instruction for the payment of the fee as well as examples of correctly filled in payment forms or payment transfer forms could be found on the following e-mail address: <http://www.ujn.gov.rs/ci/uputstvo-o-uplati-republicke-administrativne-takse.html>

### **(18) NOTICE TO THE BIDDERS THAT THE USE OF SEALS IS NOT OBLIGATORY FOR BID PREPARATION**

Bidders are informed that the use of the seal is not obligatory when preparing a bid.

### **(19) CONTRACTING**

The Contracting Authority shall sign a Public Procurement Contract in the form of the harmonized Model of the Contract during negotiating procedure, and deliver it for signing to the Bidder to whom the Contract is awarded, within a period of eight days following the expiry of the deadline for the submission of a request for the protection of rights.

The selected bidder is obliged to submit to the Contracting Authority signed copies of the contract within 15 (fifteen) days from the date of the receipt of the contract, that is, from the day when the Contracting Authority invited him to conclude the contract. If the Bidder fails to submit the contract within the indicated deadline, it shall be deemed to have refused to sign it and the Contracting Authority may enter him in the register of bidders with negative references, unless there are justifiable reasons for the delay, which it will notify the Contracting Authority in writing.



The Contract shall enter into force on the date of its signature by the authorized representatives of both contracting parties and shall apply from the date of expiration of the current contract for ETP license No. NAB.00 80/538 dated 26 October 2016.

**(20) BID ELIMINATION**

The Contracting authority is expected to review all documents, carefully study all instructions, forms, terms and the technical part of the Tender Documents, and act accordingly. The Contracting authority shall eliminate a bid, if:

- 1) it is untimely;
- 2) contains major omissions, i.e.:
  - a. it fails to prove that he meets all mandatory requirements for participation in the procurement procedure;
  - b. it fails to prove that he meets all additional requirements;
  - c. the bidder failed to submit the requested means of security (where applicable);
  - d. the offered bid validity period is shorter than that prescribed by law;
  - e. it contains other omissions which make it impossible to ascertain the actual contents of the bid, or make it impossible to compare the bid with others;
- 3) it does not comply with the technical specifications;
- 4) it limits The Contracting authority's rights;
- 5) it sets conditions that limit The Contracting authority's rights;
- 6) it limits obligations of the bidder.
- 7) it exceeds the estimated value of the public procurement.