

SERBIA AND MONTENEGRO AIR TRAFFIC SERVICES SMATSA LLC
Trg Nikole Pašića 10, 11000 Belgrade, Republic of Serbia

Registration number: NAB.00 – 62 / 232 dated 12/07/2019



TENDER DOCUMENTS

for submitting Bids in the open procedure for the public procurement of goods

Spare Parts for Telecommunication Systems

Lot No. 1 – PL-ETH Ethernet LAN Communication Module for TRS

Lot No. 2 – Console Clock – Digital Panel Clock for TRS

Lot No. 3 – Handset for VCS

Lot No. 4 – Earpads for Headset for VCS

(Public Procurement 121/D/19)

BID SUBMISSION DEADLINE: 12/08/2019 until 01:00 PM

BID OPENING: 12/08/2019 at 01:30 PM

In accordance with Articles 32 and 61 of the Public Procurement Law (“The Official Gazette of the Republic of Serbia”, No. 124/2012, 14/2015 and 68/2015), Article 2 of the Regulation on Mandatory Elements of Tender Documents in Public Procurement Procedures and the Manner of Proving Fulfilment of Requirements (“The Official Gazette of the Republic of Serbia”, No. 86/2015), in accordance with the Decision on Initiating the Public Procurement Procedure, PP 121/D/19, NAB.00-62/185, dated 29/05/2019 and the Decision on Establishing the Public Procurement Committee for PP 121/D/19, NAB.00-62/186, dated 29/05/2019, the following has been compiled:

TENDER DOCUMENTS
for the open procedure for the public procurement of goods - Spare Parts for
Telecommunication Systems, PP 121/D/19

These Tender Documents include:

I	GENERAL INFORMATION ABOUT THE PUBLIC PROCUREMENT	3
II-1	TECHNICAL SPECIFICATION.....	4
II-2	TECHNICAL SPECIFICATION.....	6
II-3	TECHNICAL SPECIFICATION.....	8
II-4	TECHNICAL SPECIFICATION.....	9
IV	CONTRACT AWARD CRITERIA	14
V	FORMS FORMING THE INTEGRAL PART OF THE BID	15
	BID FORM ³	16
	BID FORM - INFORMATION ON A PARTICIPANT IN A JOINT BID ⁸	21
	BID FORM - INFORMATION ON THE SUBCONTRACTOR ⁹	22
	PRICE BREAKDOWN STRUCTURE FORM, WITH MANUAL HOW TO FILL IT IN ¹⁰ (1)	23
	PRICE BREAKDOWN STRUCTURE FORM, WITH MANUAL HOW TO FILL IT IN ¹⁰ (2).....	24
	PRICE BREAKDOWN STRUCTURE FORM, WITH MANUAL HOW TO FILL IT IN ¹⁰ (3)	25
	PRICE BREAKDOWN STRUCTURE FORM, WITH MANUAL HOW TO FILL IT IN ¹⁰ (4)	26
	BID-PREPARATION EXPENSE FORM	27
	INDEPENDENT BID DECLARATION FORM.....	28
	REGULATION COMPLIANCE STATEMENT FORM FOR BIDDERS	29
	REGULATION COMPLIANCE STATEMENT FORM FOR SUBCONTRACTORS	30
	FOREIGN BIDDER/SUBCONTRACTOR’S STATEMENT FORM	31
VI	MODEL CONTRACT	32
VII	INSTRUCTIONS FOR BIDDERS ON HOW TO COMPILE A BID	39
VIII	AGREEMENT WHEREBY THE BIDDERS FROM A GROUP OF BIDDERS ARE MUTUALLY BOUND AND COMMIT THEMSELVES TO THE CONTRACTING AUTHORITY TO EXECUTE THE PUBLIC PROCUREMENT	48

I GENERAL INFORMATION ABOUT THE PUBLIC PROCUREMENT

GENERAL INFORMATION ABOUT THE CONTRACTING AUTHORITY

Name of Contracting Authority:	Serbia and Montenegro Air Traffic Services SMATSA LLC	
Address:	Trg Nikole Pašica 10 11000 Belgrade Republic of Serbia	
Web page:	www.smatsa.rs	
Type of public procurement procedure:	Open procedure	
Subject:	Goods	
Type of contract:	<input checked="" type="checkbox"/> Public Procurement Contract	<input type="checkbox"/> Framework Agreement
Reserved public procurement:	<input type="checkbox"/> yes	<input type="checkbox"/> no
Electronic auction:	<input type="checkbox"/> yes	<input type="checkbox"/> no
Contact person / department:	tender@smatsa.rs When submitting questions by e-mail please state in message title (Subject): ADDITIONAL EXPLANATION OF TENDER DOCUMENTS FOR PP 121/D/19	

INFORMATION ABOUT THE SUBJECT OF THE PUBLIC PROCUREMENT

Description of the subject of the public procurement:	Spare Parts for Telecommunication Systems A detailed description has been provided in the Technical Specification – Section II
Lots - Name and code in the Common Procurement Vocabulary:	This public procurement has been divided into 4 lots: L1 – PL ETH Ethernet Communication Module for TRS - 32570000 - Communications equipment L2 – Console Clock – Digital Panel Clock for TRS - 32570000 - Communications equipment L3 – Handset for VCS - 32570000 - Communications equipment L4 – Earpads for Headset for VCS - 32570000 - Communications equipment

II-1 TECHNICAL SPECIFICATION

LOT No. 1 - PL-ETH ethernet LAN communication module for TRS system

Description and quantities of spare parts for the Time Reference System TRS Pro-Line Rel. 2.0:

It is necessary to deliver **5 pieces** of PL-ETH ethernet LAN communication modules.

PL-ETH is a network module that allows Time Reference System (TRS) Pro-Line Rel. 2.0 to connect to LAN (Local Area Network). This module is used for remote supervision and control, distribution of alarms and distribution of the exact time.

The NTP (Network Time Protocol) protocol is used to distribute the exact time. NTP is one of the UDP / IP family protocols. Devices connected to the LAN, which support NTP, can receive time information from the TRS system via PL-ETH module, which then has the role of an NTP server. Also, the PL-ETH module can be configured to have a role of an NTP client when it is used to accept external synchronization. The appearance of the PL-ETH module with the meaning of the LED is given in Figure 1.

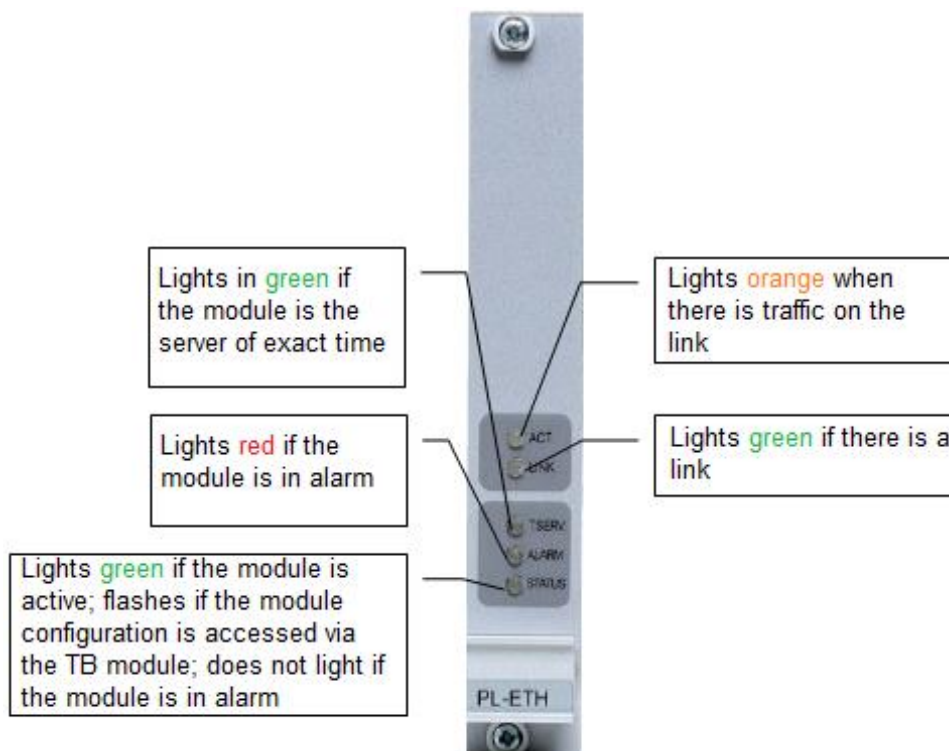


Figure 1. Picture of PL-ETH module

Table 1 gives the technical characteristics of the PL-ETH module.

Табела 1. Technical characteristics of the PL-ETH module

Characteristic	Description
Supports protocols	NTP version 1, 2 and 3, SNTP, SNMP, HTTP
Transport protocol	TCP/IP
IP address assignment	Dynamic using DHCP or fixed
Ethernet	Ver. 2, 10/100BASE-T (RJ-45) connection
Ambient temperature	-0° up to +40°C
Measurements	width = 20mm, height = 128.4mm, depth = 160mm, weight = 0.15kg

The Bidder is obliged to provide together with the tender documentation the original technical documentation (ie specification) in Serbian or English, which demonstrates the fulfillment of technical requirements.

Summary of the quantities to be delivered according to the specification:

No	Item	Quantity to be delivered
1	PL-ETH ethernet LAN communication module	5 pcs

II-2 TECHNICAL SPECIFICATION

LOT No. 2 - Console Clock - *Digital Panel Clock for TRS system*

Description and quantities of spare parts for the Time Reference System TRS Pro-Line Rel. 2.0:

It is necessary to deliver **4 pieces** of Console Clock - Digital Panel Clock.
Digital Panel Clock type is installed in the consoles in ACC Belgrade and Airports. The front and back side view is given in Figure 2.



Figure 2. Picture of Digital Panel Clock

The clock is synchronized with TRS Pro-Line Rel. 2.0 system via NTP protocol. They have a RJ-45 connector(10BASE-T) for direct connection to the LAN via an Ethernet switch. Each clock has a unique IP address. Configure the clock (IP address, gateway, subnet mask, IP address of time server ...) is done via WEB browser (Internet Explorer, Mozzila ...).

When the clock is synchronized with the NTP server, dots who separates hours and minutes are blinking. In the event of a loss of connection to the NTP server, the clock continues to display the exact time, and dots who separates hours and minutes don't blink. In the event of power failure, the diodes are turned off.

Table 2 gives the technical characteristics of the Console clock.

Табела 2. Technical characteristics of the Console clock

Characteristic	Description
Supports protocols	NTP, SNTP, SNMP v1, HTTP, Telnet
NTP protocol modes	<i>Point to point, broadcast/multicast (point to multipoint)</i>
Multicast group address	224.0.1.1
Ethernet	Ver. 2, 10/100BASE-T (RJ-45) connection
Transport protocol	TCP/IP
IP address assignment	Fixed or DHCP; supports DNS
Power supply, consumption	directly: 230V, 50Hz; 10W
Size, number of digits	14mm, 6 digits + 2 dots, red LEDs, adjustable intensity of light
Measurments	144x72x188mm

The Bidder is obliged to provide together with the tender documentation the original technical documentation (ie specification) in Serbian or English, which demonstrates the fulfillment of technical requirements.

Summary of the quantities to be delivered according to the specification:

No	Item	Quantity to be delivered
1	Console clock - Digital Panel Clock, manufactured by Westerstrand from Sweden	4 pcs

II-3 TECHNICAL SPECIFICATION

LOT No. 3 – Handset for VCS System

Description and quantity of spare parts for Voice Communication System VCS 3020X Rel 7.0, Rev. 7.1

No	Item	Quantity to be delivered
1	Handset -> H.SET TAS, SW, Lemo (Manufacturer: Frequentis (Austria), Product Number: 30- 0013815)	7 pcs

II-4 TECHNICAL SPECIFICATION

LOT No. 4 - Earpads for headset for VCS System

Description and quantity of spare parts for Voice Communication System VCS 3020X Rel 7.0, Rev. 7.1

No	Item	Quantity to be delivered
1	Earpads for headset: Earpad pair-> HD / HMD / HME / HMEC 25, product code: 075527, manufacturer Sennheiser)	100 pcs

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

MANDATORY REQUIREMENTS

As per Article 75 of the Law, a Bidder in a public procurement procedure must prove the following:

- (1) that it is registered with a competent authority, i.e. entered in an appropriate register (Article 75, paragraph 1, point 1) of the Law):

Evidence:

LEGAL ENTITY/ENTREPRENEUR

DOMESTIC BIDDERS:

i) An extract from the Business Registers Agency, or an extract from the register of the relevant Commercial Court or other appropriate register;

FOREIGN BIDDERS:

ii) An extract from the register of the competent authority.

NATURAL PERSON

Not applicable.

- (2) that neither the Bidder, nor its legal representative have been convicted of any crimes as members of an organized criminal group, for any commercial criminal offence, criminal offence against the environment, criminal offence of receiving or offering bribe or criminal offence of fraud (Article 75, paragraph 1, point 2) of the Law):

Evidence:

Evidence may not be dated more than two months before the Bid opening date.

LEGAL ENTITY

DOMESTIC BIDDERS¹:

i) An extract from criminal records, i.e. a certificate issued by the Basic Court with jurisdiction in the area where the registered seat of the Bidder – domestic legal entity, is located, i.e. where the registered seat of the Bidder – representative or branch office of the foreign legal entity, is located, confirming that the legal entity has not been convicted of commercial criminal offence, criminal offence against the environment, criminal offence of receiving or offering bribe or criminal offence of fraud. Special note: If the Basic Court certificate does not include the information from the criminal records for crimes which are within the jurisdiction of the ordinary Criminal Department of the Higher Court, it is necessary to submit, together with the Basic Court certificate, a CERTIFICATE ISSUED BY THE HIGHER COURT with jurisdiction in the area where the registered seat of the Bidder – domestic legal entity, is located, i.e. where the registered seat of the Bidder – representative or branch office of the foreign legal entity, is located, confirming that the legal entity has not been convicted of any commercial criminal offence and criminal offence of receiving bribe;

ii) An extract from the criminal records of the Special department for organized crime of the Higher Court in Belgrade, confirming that the legal entity has not been convicted of any criminal offences of organized crime; and

iii) An extract from criminal records i.e. a certificate issued by the competent police administration of the Ministry of Internal Affairs, confirming that the Bidder's legal representative has not been convicted of any commercial criminal offence, criminal offence against the environment, criminal offence of receiving or offering bribe, criminal offence of fraud or any criminal offences of organized crime (the request may be submitted by the place of birth or the place of residence of the legal representative). If the Bidder has several legal representatives, the evidence shall be submitted for each of them.

FOREIGN BIDDERS:

¹ Domestic Bidder, in terms of the Public Procurement Law of the Republic of Serbia, is a resident legal entity in terms of the law governing income taxes of legal entities, i.e. a resident natural person in terms of the law governing income taxes of citizens.

iv) An extract from criminal records, i.e. a certificate (confirmation) issued by the competent authority with jurisdiction, confirming that the Bidder (legal entity) has not been convicted of any crimes as a member of an organized criminal group; for any commercial criminal offence, criminal offence against the environment, criminal offence of receiving or offering bribe or criminal offence of fraud, and

v) A certificate issued by the competent authority with jurisdiction, confirming that that Bidder's legal representative (natural person - for all legal representatives entered in the register of the competent authority) has not been convicted of any crimes as a member of an organized criminal group; for any commercial criminal offence, criminal offence against the environment, criminal offence of receiving or offering bribe or criminal offence of fraud.

ENTREPRENEUR / NATURAL PERSON

DOMESTIC BIDDERS:

vi) An extract from criminal records, i.e. a certificate issued by the competent police administration of the Ministry of Internal Affairs, confirming that the Bidder has not been convicted of any crimes as a member of an organized criminal group, for any commercial criminal offence, criminal offence against the environment, criminal offence of receiving or offering bribe or criminal offence of fraud (the request may be submitted by the place of birth or the place of residence);

FOREIGN BIDDERS:

vii) A certificate issued by the competent authority with jurisdiction, confirming that the Bidder has not been convicted of any crimes as a member of an organized criminal group, of any commercial criminal offence, criminal offence against the environment, criminal offence of receiving or offering bribe or criminal offence of fraud.

- (3) that it has paid due taxes, contributions and other forms of public charges in accordance with the regulations of the Republic of Serbia or a foreign country if its registered office is located in its territory (Article 75, paragraph 1, point 4) of the Law):

Evidence:

Evidence may not be dated more than two months before the Bid opening date.

LEGAL ENTITY/ENTREPRENEUR/NATURAL PERSON

DOMESTIC BIDDERS:

- i) A certificate issued by the Tax Administration of the Ministry of Finance confirming that the Bidder has settled all due taxes and contributions **AND**
- ii) A certificate issued by the local self-government institution confirming that the Bidder has settled liabilities based on local public revenues **OR**
- iii) A certificate issued by the competent authority with jurisdiction proving that the Bidder is undergoing a privatization process.

FOREIGN BIDDERS:

- iv) A certificate issued by the competent tax authorities and the organization for compulsory social insurance, confirming that the Bidder has settled due taxes and contributions.

- (4) that it has adhered to all obligations that pertain to the applicable legislation concerning safety at work, employment and working conditions and the protection of the environment, and that it has not been issued with a prohibition notice, in force at the time of the Bid submission (Article 75, paragraph 2 of the Law):

Evidence:

LEGAL ENTITY/ENTREPRENEUR/NATURAL PERSON

Filled-in, signed and stamped Form V - 5. Form V – 5 shall be signed by the Bidder's authorized person and stamped.

- (5) that it has a valid permit issued by the competent authority with jurisdiction, for the activity that is the subject of this public procurement (Article 75, paragraph 1, point 5) of the Law) - **not applicable**.

ADDITIONAL REQUIREMENTS

As per Article 76 of the Law, the Contracting Authority has defined additional requirements which are mandatory for all Bidders in this public procurement procedure, as follows:

- (6) **Technical capacity for Lots No. 1, 2, 3 and 4** – Goods offered by the Bidder have to be in compliance with the technical characteristics defined in the Technical Specifications (Attachments II – 1, II – 2, II – 3 and II – 4);

Evidence:

- i) **Photocopies of the catalogues or extracts from the catalogues or technical documentation**, demonstrating unambiguously that the offered Goods have the required technical characteristics defined in the Technical Specifications (Attachments II – 1, II – 2, II – 3 and II – 4), proving that the Bidder possesses sufficient technical capacity.

INSTRUCTIONS FOR PROVING COMPLIANCE WITH THE REQUIREMENTS

- 1. IF A BIDDER IS SUBMITTING THE BID WITH A SUBCONTRACTOR** - in accordance with Article 80 of the Law, the Subcontractor must fulfil the mandatory requirements referred to in points 1) - 4) of this Section. The evidence of fulfilment of the requirement referred to in point 5) of this Section shall be submitted for the part of the procurement which will be executed through the Subcontractor. If, for the execution of the procurement part whose value does not exceed 10% of the total value of the procurement, it is necessary to meet the mandatory requirement in point 5) of this Section, the Bidder can prove fulfilment of that requirement through the Subcontractor to which it has entrusted the execution of that part of the procurement.
- 2. REQUIREMENTS FOR PARTICIPATION OF A GROUP OF BIDDERS** - In case of a joint Bid, each Bidder within the Group of Bidders must fulfil the mandatory requirements contained in points 1) - 4) of this Section. The requirement under point 5) of this Section shall be fulfilled by the Bidder within the Group of Bidders to whom the execution of that part of the procurement, for which the compliance with the requirement is mandatory, has been entrusted. Additional requirements contained in this Section shall be fulfilled by the Bidders within the Group of Bidders jointly, unless it has been stated differently in the Additional Requirements.
- 3. CHANGES RELATED TO THE FULFILMENT OF THE REQUIREMENTS** - The Bidder shall inform the Contracting Authority, in writing and without delay, of any change concerning the fulfillment of requirements for participation in the public procurement procedure, which occurs before the decision is made or the Contract concluded, or during the public procurement Contract validity period, and shall document such change in the prescribed manner.
- 4. MEANS OF SUBMITTING EVIDENCE** – The Bidder shall submit proof of fulfillment of the requirements in uncertified copies, and the Contracting Authority may, before the Decision on the Contract Award is made, demand from the Bidder whose Bid was evaluated as the most advantageous one as per the report of the Public Procurement Committee, to present the original documents or certified copies of all or of only some of proofs. If the Bidder fails to present the original or a certified copy of the requested evidence within the deadline set by the Contracting Authority, which may not be shorter than five days, the Contracting Authority shall reject its Bid as unacceptable.
- 5. REGISTER OF BIDDERS** - The Bidders, which are registered in the Register of Bidders kept by the Serbian Business Registers Agency, are not obliged to submit evidence of compliance with the requirements contained in points 1) - 3) of this Section, in accordance with Article 78 of the Law.

- 6. EVIDENCE WHICH IS PUBLICLY AVAILABLE ON THE INTERNET** - The Bidder is not obligated to provide evidence which is publicly available on the internet websites of the competent authorities, such as: the extract from the Business Registers Agency available on the www.apr.gov.rs (state the evidence and the webpage of the competent authority). The Contracting Authority shall not reject a Bid as unacceptable if it does not contain the evidence required in the Tender Documents, provided that the Bidder has indicated in the Bid the webpage where the sought information is publicly available in the Serbian language.
- 7. ELECTRONIC DOCUMENT** - If the evidence of fulfilment of the requirements is an electronic document, the Bidder has to supply a hard copy of the electronic document, in accordance with the law governing electronic documents.
- 8. BIDDER WITH THE REGISTERED OFFICE IN ANOTHER COUNTRY** – If the country where the Bidder's registered office is located does not issue the evidence referred to in this Section, the Bidder may, instead of the evidence indicated, submit its own written statement, given under criminal and financial liability, certified/notarized by a court or administrative authority, notary public or other competent authority of that country. By this statement the Bidder affirms that such evidence cannot be issued in the country where the Bidder's registered office is located, and that the Bidder fulfils a particular requirement contained in points 1) - 3) of this Section. The Bidder/Subcontractor's Statement on Proving Compliance with the Mandatory Requirements for Participation in the Public Procurement Procedure can be submitted using the form provided as Form V-6 in the Tender Documents, or it can be submitted in another form as long as it contains all the elements indicated in Form V-6. The Contracting Authority shall verify if the conditions for application of this point have been met. If the Bidder's registered office is in another country, the Contracting Authority may verify whether the documents provided by the Bidder proving compliance with the requirements have been issued by the competent authorities of that country.
- 9. LOTS** – If the Bidder is submitting the Bid for more than one lot, the evidence referred to in points 1) - 3) of this Section do not have to be submitted for each lot separately, i.e. the evidence can be submitted in one copy for all lots that the Bidder is submitting the Bid for, except for the evidence referred to in point 6.
- 10. THE LANGUAGE IN WHICH THE EVIDENCE OF COMPLIANCE WITH THE MANDATORY REQUIREMENTS IS SUBMITTED** – The evidence of proving compliance with the mandatory requirements for participation in the public procurement procedure which are to be submitted by the Bidder and which have been defined in points 1) - 3) of this Section, **shall be submitted in the official language of the country where the Bidder's registered office is located, along with the translation into Serbian, certified by an authorised court interpreter.**

IV CONTRACT AWARD CRITERIA

(1) TYPE OF CONTRACT AWARD CRITERIA

Applicable to Lots 1, 2, 3 and 4

Spare Parts for Telecommunication Systems

Lot No. 1 – PL-ETH Ethernet LAN Communication Module for TRS

Lot No. 2 – Console Clock – Digital Panel Clock for TRS

Lot No. 3 – Handset for VCS

Lot No. 4 – Earpads for Headset for VCS

The criterion to be applied for awarding the Contract, i.e. for evaluation of the Bids submitted, is the lowest Total Offered Price stated in the Bid Form. When applying this criterion, the Total Offered Prices excluding VAT charged in the Republic of Serbia, as quoted in the Bid Form, shall be compared.

If the Offered Price is stated in EUR, the middle exchange rate of the National Bank of Serbia applicable on the day of the Bid opening procedure shall be applied for its conversion into RSD.

(2) CRITERION ELEMENTS, I.E. THE MEANS TO BE APPLIED BY THE CONTRACTING AUTHORITY IN AWARDING THE CONTRACT, WHEN THERE ARE TWO OR MORE BIDS WITH THE SAME NUMBER OF WEIGHTING POINTS OR THE SAME QUOTED PRICE

If two or more Bids are found to have the same lowest Offered Price, the most favourable one will be the Bid submitted by the Bidder offering longer payment deadline.

If even after applying the above stated spare criterion element, it is still not possible to make a Contract award decision, the Contracting Authority will award the Contract to the Bidder drawn in the procedure of drawing lots. The Contracting Authority shall notify in writing all Bidders having submitted their Bids of the time and date the lots drawing procedure is to be held. Only those Bids with the same lowest Offered Price and the same payment deadline will be considered for the procedure. The Contracting Authority will conduct a public lots drawing procedure, in the presence of the Bidders, in a way that the names of the Bidders will be printed on separate pieces of paper, of the same in size and colour, which will be put in a transparent box, out of which only one paper will be drawn. The Bidder whose name is on the piece of paper drawn out of the box will be the one the Contract will be awarded to. The Minutes on lots drawing procedure will be submitted to the Bidders not attending the procedure.

V FORMS FORMING THE INTEGRAL PART OF THE BID

1) Bid Form (Form V-1);

2) Price Breakdown Structure Form (Form V-2);

3) Bid-Preparation Expense Form (Form V-3);

4) Independent Bid Declaration Form (Form V-4);

5) Regulation Compliance Statement Form for Bidders (Form V-5);

6) Regulation Compliance Statement Form for Subcontractors (Form V-5a);

7) Model of the Contract (Form VI);

8) Bidder's Statement Form on Proving Compliance with the Mandatory Requirements for Participation in the Public Procurement Procedure – Articles 75 and 76 of the Law, defined in these Tender Documents;

- Foreign Bidder/Subcontractor's Statement Form on Proving Compliance with the Mandatory Requirements for Participation in the Public Procurement Procedure (Form V-6);

Lot No. (enter the number of the Lot)

Public Procurement title: **Spare Parts for Telecommunication Systems – 121/D/19**

For: **Serbia and Montenegro Air Traffic Services SMATSA LLC**, Trg Nikole Pašića 10, 11000 Belgrade, Republic of Serbia

As per the Invitation to Bid for the provision of Spare Parts for Telecommunication Systems (Public Procurement No. 121/D/19), published on the Public Procurement Portal and on the webpage of the Contracting Authority, we hereby submit our Bid as follows:

independently with subcontractor joint bid
 (please tick the applicable field ✓)

I BIDDER'S IDENTIFICATION DATA (Lead Bidder)

<i>Business name or the abbreviated name from the relevant register:</i>	
<i>Registered Office Address:</i>	
<i>Bidder's Registration number:</i>	
<i>Bidder's Tax Identification Number:</i>	
<i>Contact person:</i>	
<i>Contact person's electronic mail (e-mail) address:</i>	
<i>Telephone number:</i>	
<i>Fax number:</i>	
<i>Person authorised to sign the Contract:</i>	
<i>Bidder's bank account number and the name of the bank:</i>	
<i>Classification of the legal entity by size in accordance with Article 6 of the Accounting Law of the Republic of Serbia:</i>	<input type="checkbox"/> micro-sized ² <input type="checkbox"/> medium-sized ⁴ <input type="checkbox"/> small-sized ³ <input type="checkbox"/> large-sized ⁵

The currency of all prices stated in our Bid is:

RSD EUR
 (please tick the applicable field ✓)

¹ The Bidder's authorized person must fill out the form and verify it by stamp and signature, thus confirming accuracy of data contained in the form.

² Legal entities that do not exceed two of the following criteria: i) the average number of employees: 10, ii) the total annual income of EUR 700,000.00 calculated in RSD and iii) the average value of assets (calculated as the arithmetic mean value at the beginning and the end of the business year) of EUR 350,000.00 calculated in RSD.

³ Legal entities that do exceed two of the criteria from item 2 of this footnote, but do not exceed two of the following criteria: i) the average number of employees: 50, ii) the total annual income of EUR 8,800,000.00 calculated in RSD, and iii) the average value of assets (calculated as the arithmetic mean value at the beginning and the end of the business year) of EUR 4,400,000.00 calculated in RSD.

⁴ Legal entities that do exceed two of the criteria from item 3 of this footnote, but do not exceed two of the following criteria: i) the average number of employees: 250, ii) the total annual income of EUR 35,000,000.00 calculated in RSD, and iii) the average value of assets (calculated as the arithmetic mean value at the beginning and the end of the business year) of EUR 17,500,000.00 calculated in RSD.

⁵ Legal entities that do exceed two of the criteria from item 4 of this footnote.

II - 1 BID ELEMENTS
Lot No. 1 - PL-ETH Ethernet LAN Communication Module for TRS

Bid Validity Period <i>(not shorter than 60 days)</i>	_____ days from the Bid opening date
Total Offered Price	<p>_____ excluding VAT in the Republic of Serbia</p> <p>_____ including VAT in the Republic of Serbia</p> <p>The Offered Price includes all expenses relating to the performance of the subject public procurement, i.e. all relevant expenses for licences, taxes, duties, contributions, dues and expenses payable out of the Contracting Authority's country.</p>
Method of Payment <i>(not shorter than 15 and not longer than 45 days)</i>	Payment will be made after the delivery of all goods, within _____ calendar days following the receipt of the correct invoice stating the amount to be paid and the Records of the Quantitative Acceptance, certified by the authorised representative of the Contracting Authority, at the address of the Contracting Authority's registered office.
Deadline for the Delivery of the Respective Goods: <i>(not longer than 90 days)</i>	The deadline for the delivery of the respective goods is _____ calendar days from the date of the Contract entry into force.
Warranty Period for the Delivered Goods: <i>(not shorter than 12 months)</i>	The warranty period for the delivered goods is _____ months from the date of signing the Records of the Quantitative Acceptance by the authorised representative of the Contracting Authority.

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

Place and date:

Bidder: Stamp and signature

II - 2 BID ELEMENTS
Lot No. 2 - Console Clock - Digital Panel Clock for TRS

<p>Bid Validity Period <i>(not shorter than 60 days)</i></p>	<p>_____ days from the Bid opening date</p>
<p>Total Offered Price</p>	<p>_____ excluding VAT in the Republic of Serbia _____ including VAT in the Republic of Serbia</p> <p>The Offered Price includes all expenses relating to the performance of the subject public procurement, i.e. all relevant expenses for licences, taxes, duties, contributions, dues and expenses payable out of the Contracting Authority's country.</p>
<p>Method of Payment <i>(not shorter than 15 and not longer than 45 days)</i></p>	<p>Payment will be made after the delivery of all goods, within _____ calendar days following the receipt of the correct invoice stating the amount to be paid and the Records of the Quantitative Acceptance, certified by the authorised representative of the Contracting Authority, at the address of the Contracting Authority's registered office.</p>
<p>Deadline for the Delivery of the Respective Goods: <i>(not longer than 90 days)</i></p>	<p>The deadline for the delivery of the respective goods is _____ calendar days from the date of the Contract entry into force.</p>
<p>Warranty Period for the Delivered Goods: <i>(not shorter than 12 months)</i></p>	<p>The warranty period for the delivered goods is _____ months from the date of signing the Records of the Quantitative Acceptance by the authorised representative of the Contracting Authority.</p>

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

 Place and date:

 Bidder: Stamp and signature

II - 3 BID ELEMENTS
Lot No. 3 - Handset for VCS

<p>Bid Validity Period <i>(not shorter than 60 days)</i></p>	<p>_____ days from the Bid opening date</p>
<p>Total Offered Price</p>	<p>_____ excluding VAT in the Republic of Serbia _____ including VAT in the Republic of Serbia</p> <p>The Offered Price includes all expenses relating to the performance of the subject public procurement, i.e. all relevant expenses for licences, taxes, duties, contributions, dues and expenses payable out of the Contracting Authority's country.</p>
<p>Method of Payment <i>(not shorter than 15 and not longer than 45 days)</i></p>	<p>Payment will be made after the delivery of all goods, within _____ calendar days following the receipt of the correct invoice stating the amount to be paid and the Records of the Quantitative Acceptance, certified by the authorised representative of the Contracting Authority, at the address of the Contracting Authority's registered office.</p>
<p>Deadline for the Delivery of the Respective Goods: <i>(not longer than 90 days)</i></p>	<p>The deadline for the delivery of the respective goods is _____ calendar days from the date of the Contract entry into force.</p>
<p>Warranty Period for the Delivered Goods: <i>(not shorter than 12 months)</i></p>	<p>The warranty period for the delivered goods is _____ months from the date of signing the Records of the Quantitative Acceptance by the authorised representative of the Contracting Authority.</p>

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

 Place and date:

 Bidder: Stamp and signature

II - 4 BID ELEMENTS
Lot No. 4 - Earpads for Headset for VCS

<p>Bid Validity Period <i>(not shorter than 60 days)</i></p>	<p>_____ days from the Bid opening date</p>
<p>Total Offered Price</p>	<p>_____ excluding VAT in the Republic of Serbia _____ including VAT in the Republic of Serbia</p> <p>The Offered Price includes all expenses relating to the performance of the subject public procurement, i.e. all relevant expenses for licences, taxes, duties, contributions, dues and expenses payable out of the Contracting Authority's country.</p>
<p>Method of Payment <i>(not shorter than 15 and not longer than 45 days)</i></p>	<p>Payment will be made after the delivery of all goods, within _____ calendar days following the receipt of the correct invoice stating the amount to be paid and the Records of the Quantitative Acceptance, certified by the authorised representative of the Contracting Authority, at the address of the Contracting Authority's registered office.</p>
<p>Deadline for the Delivery of the Respective Goods: <i>(not longer than 90 days)</i></p>	<p>The deadline for the delivery of the respective goods is _____ calendar days from the date of the Contract entry into force.</p>
<p>Warranty Period for the Delivered Goods: <i>(not shorter than 12 months)</i></p>	<p>The warranty period for the delivered goods is _____ months from the date of signing the Records of the Quantitative Acceptance by the authorised representative of the Contracting Authority.</p>

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

 Place and date:

 Bidder: Stamp and signature

BID FORM - INFORMATION ON A PARTICIPANT IN A JOINT BID ⁸

Spare Parts for Telecommunication Systems

Lot No. (enter the number of the Lot)

<i>Business name or the abbreviated name from the relevant register:</i>	
<i>Registered Office Address:</i>	
<i>Bidder's Registration number:</i>	
<i>Bidder's Tax Identification Number:</i>	
<i>Contact person:</i>	
<i>Contact person's electronic mail (e-mail) address:</i>	
<i>Telephone number:</i>	
<i>Fax number:</i>	

Place and date:

Bidder: Stamp and signature

⁸ This form is to be completed only by those Bidders that are submitting a Joint Bid, and if there are more participants in the Joint Bid than the spaces provided in the table, the form shall be copied in a sufficient number of copies, filled in and submitted for each Bidder participating in a Joint Bid.

BID FORM - INFORMATION ON THE SUBCONTRACTOR⁹

Spare Parts for Telecommunication Systems

Lot No. (enter the number of the Lot)

<i>Business name or the abbreviated name from the relevant register:</i>	
<i>Registered Office Address:</i>	
<i>Bidder's Registration number:</i>	
<i>Bidder's Tax Identification Number:</i>	
<i>Contact person:</i>	
<i>Contact person's electronic mail (e-mail) address:</i>	
<i>Telephone number:</i>	
<i>Fax number:</i>	

Part of the subject of the procurement to be executed by the Subcontractor:

Percentage of the total value of the procurement to be entrusted to the above-named Subcontractor:
 ____%

 Place and date:

 Bidder: Stamp and signature

 Place and date:

 Subcontractor: Stamp and signature

⁹ The form is to be completed only by those Bidders that are submitting a Bid with a Subcontractor, and if there are more Subcontractors than the spaces provided in the table, the form shall be copied in a sufficient number of copies, 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 BREAKDOWN STRUCTURE FORM, WITH MANUAL HOW TO FILL IT IN¹⁰ (1)

RSD / EUR

Spare Parts for Telecommunication Systems							
LOT No. 1 - PL-ETH ethernet LAN communication module for TRS system							
ordinal number	Subject	Unit of measure	Qty	Unit price excluding VAT in the Republic of Serbia	Unit price including VAT in the Republic of Serbia	Total price excluding VAT in the Republic of Serbia	Total price including VAT in the Republic of Serbia
1	PL-ETH ethernet LAN communication module, manufactured by Westerstrand from Sweden	piece	5				

Import duties and other duties (specify) participate in the total price with ____% of the total price. *(Fill in if applicable for domestic bidders)*

Place and date:

Bidder: Stamp and signature

¹⁰ In the fields Unit price and Total price with VAT, please enter value inclusive value added tax which is calculated and paid in accordance with the Law on value added tax in force in the Republic of Serbia. For goods that will be imported in the Republic of Serbia by Contracting authority this field should not be filled-in;

PRICE BREAKDOWN STRUCTURE FORM, WITH MANUAL HOW TO FILL IT IN¹⁰ (2)

RSD / EUR

Spare Parts for Telecommunication Systems							
LOT No. 2 - Console Clock - Digital Panel Clock for TRS system							
ordinal number	Subject	Unit of measure	Qty	Unit price excluding VAT in the Republic of Serbia	Unit price including VAT in the Republic of Serbia	Total price excluding VAT in the Republic of Serbia	Total price including VAT in the Republic of Serbia
1	Console clock - Digital Panel Clock, manufactured by Westerstrand from Sweden	piece	4				

Import duties and other duties (specify) participate in the total price with ____% of the total price. *(Fill in if applicable for domestic bidders)*

_____ Place and date:

_____ Bidder: Stamp and signature

¹⁰ In the fields Unit price and Total price with VAT, please enter value inclusive value added tax which is calculated and paid in accordance with the Law on value added tax in force in the Republic of Serbia. For goods that will be imported in the Republic of Serbia by Contracting authority this field should not be filled-in;

PRICE BREAKDOWN STRUCTURE FORM, WITH MANUAL HOW TO FILL IT IN¹⁰ (3)

RSD / EUR

Spare Parts for Telecommunication Systems							
LOT No. 3 – Handset for VCS System							
ordinal number	Subject	Unit of measure	Qty	Unit price excluding VAT in the Republic of Serbia	Unit price including VAT in the Republic of Serbia	Total price excluding VAT in the Republic of Serbia	Total price including VAT in the Republic of Serbia
1	Handset -> H.SET TAS, SW, Lemo (Manufacturer: Frequentis (Austria), Product Number: 30-0013815)	piece	7				

Import duties and other duties (specify) participate in the total price with ____% of the total price. *(Fill in if applicable for domestic bidders)*

_____ Place and date:

_____ Bidder: Stamp and signature

¹⁰ In the fields Unit price and Total price with VAT, please enter value inclusive value added tax which is calculated and paid in accordance with the Law on value added tax in force in the Republic of Serbia. For goods that will be imported in the Republic of Serbia by Contracting authority this field should not be filled-in;

PRICE BREAKDOWN STRUCTURE FORM, WITH MANUAL HOW TO FILL IT IN¹⁰ (4)

RSD / EUR

Spare Parts for Telecommunication Systems							
LOT No. 4 - Earpads for headset for VCS System							
ordinal number	Subject	Unit of measure	Qty	Unit price excluding VAT in the Republic of Serbia	Unit price including VAT in the Republic of Serbia	Total price excluding VAT in the Republic of Serbia	Total price including VAT in the Republic of Serbia
1	Earpads for headset: Earpad pair-> HD / HMD / HME / HMEC 25, product code: 075527, manufacturer Sennheiser)	piece	100				

Import duties and other duties (specify) participate in the total price with ____% of the total price. *(Fill in if applicable for domestic bidders)*

_____ Place and date:

_____ Bidder: Stamp and signature

¹⁰ In the fields Unit price and Total price with VAT, please enter value inclusive value added tax which is calculated and paid in accordance with the Law on value added tax in force in the Republic of Serbia. For goods that will be imported in the Republic of Serbia by Contracting authority this field should not be filled-in;

BID-PREPARATION EXPENSE FORM**Spare Parts for Telecommunication Systems**Lot No. (enter the number of the Lot)

As per Article 88, paragraph 1 of the Public Procurement Law ("The Official Gazette of the Republic of Serbia", No. 124/12, 14/15 and 68/15), the Bidder [state the name of the Bidder], hereby submits the total amount and the structure of expenses incurred in Bid preparation, as given in the table:

TYPE OF EXPENSE	AMOUNT OF EXPENSE IN RSD/EUR
TOTAL AMOUNT OF BID PREPARATION EXPENSES	

The expenses of Bid preparation and submission shall be borne solely by the Bidder, and the Bidder cannot seek reimbursement for such expenses from the Contracting Authority. If the public procurement procedure is cancelled due to reasons relating to the Contracting Authority, the Contracting Authority shall reimburse the Bidder for the expenses incurred in producing a sample or a model, as long as they have been produced in accordance with the Technical Specifications of the Contracting Authority, as well as the expenses of acquiring security instrument, provided that the Bidder has sought reimbursement of such expenses in the Bid.

Remark: *submission of this form is not mandatory.*

 Place and date:

 Bidder: Stamp and signature

INDEPENDENT BID DECLARATION FORM**Spare Parts for Telecommunication Systems**Lot No. (enter the number of the Lot)

As per Article 26 of the Public Procurement Law ("The Official Gazette of the Republic of Serbia", No. 124/12, 14/15 and 68/15), the Bidder

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

hereby makes the following:

DECLARATION OF INDEPENDENT BID

Under full financial and criminal responsibility, we confirm that the Bid in the public procurement procedure, 121/D/19 - Spare Parts for Telecommunication Systems, has been submitted independently, without any agreement with other Bidders or interested parties.

Place and date:

Bidder: Stamp and signature

Remark: If there is a reasonable doubt concerning the truthfulness of the Declaration of Independent Bid, the Contracting Authority shall immediately notify thereon the competent competition protection body. The body responsible for competition protection may ban a Bidder or an interested party from participating in the public procurement procedure if this body determines that the Bidder, i.e. interested person, violated the competition rules in the public procurement procedure in the sense of the law governing the protection of competition. The measure banning participation in the public procurement procedure may be in force for up to two years. The violation of competition represents a negative reference, as set in Article 82, paragraph 1, item 2) of the Law.

If the Bid is being submitted by a Group of Bidders, the Declaration must be signed by the authorised representative of each Bidder in the Group of Bidders and certified by their stamp. The form shall be reproduced in a sufficient number of copies to be submitted by each Bidder in the Group of Bidders.

REGULATION COMPLIANCE STATEMENT FORM FOR BIDDERS

Spare Parts for Telecommunication Systems

Lot No. (enter the number of the Lot)

As per Article 75, paragraph 2 of the Public Procurement Law ("The Official Gazette of the Republic of Serbia", No. 124/12, 14/15 and 68/15), the Bidder

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

makes the following:

REGULATION COMPLIANCE STATEMENT

Under full financial and criminal responsibility, we confirm that in the course of preparation of the Bid in the public procurement procedure for PP 121/D/19 - Spare Parts for Telecommunication Systems, we have adhered to all obligations that pertain to applicable legislation concerning safety at work, employment and working conditions, protection of environment and that we have not been prohibited from performing economic activity by any measure in force at the time of submitting the Bid in this public procurement.

Place and date:

Bidder: Stamp and signature

Remark:

If the Bid is being submitted by a Group of Bidders, the Statement must be signed by the authorised representative of each Bidder in the Group of Bidders and certified by their stamp. The form shall be reproduced in a sufficient number of copies to be submitted by each Bidder in the Group of Bidders.

REGULATION COMPLIANCE STATEMENT FORM FOR SUBCONTRACTORS

Spare Parts for Telecommunication Systems

Lot No. (fill out the Lot number)

As per Article 75 par. 2 of the Public Procurement Law ("The Official Gazette of the Republic of Serbia", No. 124/12, 14/15 and 68/15), the Subcontractor

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

makes the following:

REGULATION COMPLIANCE STATEMENT

Under full financial and criminal responsibility, we confirm that in the course of preparation of the Bid in the public procurement procedure 121/D/19 - Spare Parts for Telecommunication Systems, we have adhered to all obligations pertaining to applicable legislation concerning safety at work, employment and working conditions, protection of environment and that we have not been prohibited from performing economic activity by any measure in force at the time of submitting the Bid in this public procurement.

Place and date:

The Bidder: Stamp and signature

Remark:

If the Bid is being submitted with a Subcontractor; the Declaration must be signed by the authorised representative of each Subcontractor and certified by their stamp. The Form is to be reproduced in a sufficient number of copies to be submitted for each Subcontractor.

FOREIGN BIDDER/SUBCONTRACTOR'S STATEMENT FORM ²
ON PROVING COMPLIANCE WITH THE MANDATORY REQUIREMENTS FOR PARTICIPATION
IN THE PUBLIC PROCUREMENT PROCEDURE

Spare Parts for Telecommunication Systems

Lot No. (fill out the Lot number)

As per Article 79 paragraph 10 of the Public Procurement Law ("The Official Gazette of the Republic of Serbia", No. 124/12, 14/15 and 68/15), the Bidder/Subcontractor: (Business name of the Bidder/Subcontractor), registration number: from (the country of the Bidder/Subcontractor's registered office) makes the following:

STATEMENT ON COMPLIANCE WITH THE MANDATORY REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT³

Under full financial and criminal responsibility, I confirm that following conditions have been met:

<i>CONDITION</i>	<i>Tick applicable fields</i> <input checked="" type="checkbox"/>
1 - that relevant Authority in the country of my registered office does not issue formal evidence on legal entity's registration AND - that I am registered with the relevant Authority in the country of my registered office	
2 - that neither the relevant court nor police administration in the country of my registered office issues formal evidence that legal entity and its legal representative have not been convicted for any criminal acts as part of an organised criminal group, for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud AND - that neither the Bidder/the Subcontractor as a legal entity, nor its legal representative(s) have been convicted for any criminal act as members of an organised criminal group; for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud	
3 - that relevant tax authority in the country of my registered office does not issue formal evidence that legal entity has settled due taxes and other public charges AND - that I have paid due taxes and other forms of public charges in accordance with the regulations of the country of my registered office	

Place and date:

The Bidder: Stamp and signature

²This form is to be filled out with relevant data and by marking the requirements in the table for which the Bidder is submitting its statement in accordance with point VIII of INSTRUCTIONS FOR PROVING COMPLIANCE TO THE REQUIREMENTS, Section III of the Tender Documents. The Bidder and/or the Subcontractor shall fill out this Form individually and certify the Form by their company stamp and signature of the authorised person.

³This statement shall be certified /notarised by a court or administrative authority, notary public or other relevant authority with jurisdiction in the country of the Bidder's registered office.

VI MODEL CONTRACT

Nota Bene: This Model Contract is the content of the contract that will be concluded with the successful Bidder.

The Bidder must **fill out, certify by stamp, and sign** the submitted model contract, **thus confirming that they accept the elements of the model contract**. In the case of a joint bid and a bid with a subcontractor, all Bidders from a group of Bidders, or all subcontractors, must be included in the model contract.

Pursuant to Article 112 of the Public Procurement Law ("Official Gazette of the Republic of Serbia" No. 124/2012, 14/2015 and 68/2015) and the Decision on Awarding the Contract _____ of _____/_____ (year),

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

AND

(hereinafter: the Supplier) (enter the name of the Bidder, their seat, TIN, registration number,

1. _____
2. _____
3. _____

(other Bidders from a group of Bidders)

have concluded,

PUBLIC PROCUREMENT CONTRACT No.121/D/19 Spare parts for telecommunication systems

Lot _____

(The Bidder shall enter the number and the name of the lot, and if submitting an offer for several lots it is necessary to copy this form and fill it out, sign it, and certify with the stamp for each lot that bid is submitted for respectively.)

The Contracting Parties agree on the following:

- that the Contracting Authority, pursuant to Decision no. NAB.00 – 62 / 185 of 29/05/2019, initiated the open procedure for the procurement of the Goods - spare parts for telecommunication systems - 121/D/19.

- that the Contracting Authority issued the Decision on Awarding the Contract number _____ of _____ for the public procurement in question on the basis of which this Contract is concluded, and in all detail in accordance with the accepted Supplier's Bid, Bid number _____ of _____.

In case of Bidder's submitting a bid with a subcontractor:

- The Supplier shall engage for the performance of these tasks:

the following subcontractor/ subcontractors:

- _____.
- The Supplier shall, according to the provisions of this contract, be solely responsible for the manner in which the Contract is implemented, as well as for all employees, representatives or subcontractors engaged by the Supplier in connection with the implementation of the contract.

In case of submitting the Joint Bid:

- The general contractor is the Bidder _____ who represents the group of Bidders in the public procurement procedure in question.
- All Bidders from the Joint Bid have indefinite joint and several liability to the Contracting Authority.
- The Agreement by which the Bidders from a group of Bidders have undertaken binding responsibility to one another and to the Contracting Authority shall be the integral part of this Contract.

SUBJECT OF THE CONTRACT

Article 1

The subject of this Contract is the procurement and supply of - spare parts for telecommunication systems, **Lot** _____ - _____ (*enter number and name of the lot*) (hereinafter: the Goods), in favor of the the Contracting Authority, in all detail in accordance with the Technical Specifications from the Tender Documents, PP 121/D/19 and accepted Bid No. _____ of ____/____/____ (dd/mm/yyyy) (*filled out by the Contracting Authority*) (hereinafter: the Bid), which are the integral parts of this Contract.

PRICE

Article 2

The total contract price for the Goods, from Article 1, of this Contract, amounts to (*enter the data from the Bid Form and round up the currency*) _____ EUR / RSD exclusive of VAT 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 paragraph 1, of this Article of the Contract, shall include all costs necessary for the performance of the Contract, fees, taxes, and charges outside the territory of the Republic of Serbia, including all accompanying services and supplies for delivery to the final destination.

The price referred to in paragraph 1 of this Article shall be fixed and unchangeable during performance of the contract and shall not be subject to any subsequent changes due to newly created conditions of production, transport or insurance.

The Supplier shall bear all costs related to taxes, fees, license fees and similar fees payable outside of the country of the Contracting Authority, and the the Contracting Authority shall bear the costs of customs clearance and other public charges payable in the Republic of Serbia.

The price structure form is an integral part of the Supplier's Bid No. _____ of (hereinafter: the Price Structure Form).

METHOD OF PAYMENT

Article 3

The Contracting Authority shall pay to the Supplier the price referred to in Article 2 of this Contract, after the entire delivery, within _____ days (*no less than 15 and no more than 45 days*) following the date of receiving, correct invoice to the amount payable, and the Minutes on the quantitative acceptance, signed by the authorized person of the Contracting Authority.

The Supplier is obliged to submit a certificate of residence. (*IF THE SUPPLIER IS SEATED IN SERBIA, THIS PARAGRAPH DOES NOT APPLY AND SHALL BE DELETED*)

DEADLINE AND PLACE OF DELIVERY

Article 4

The deadline for the delivery of the Goods referred to in Article 1 of this Contract is calendar days (*no more than 90*) following the date of entry into force of the Contract.

The Supplier shall deliver the Goods on parity DAP (Incoterms 2010) Serbia and Montenegro Air Traffic Services Center at the Belgrade Airport, in Surčin.

OBLIGATIONS OF THE CONTRACTING AUTHORITY

Article 5

The Contracting Authority undertakes to:

- appoint authorized representatives;
- to perform the quantitative acceptance of the supplied Goods and sign the Minutes on the quantitative acceptance;
- communicate and cooperate with the Supplier on the Goods delivery;
- provide assistance to the Supplier, in the event that the Supplier so requests, in connection with obtaining all permits, approvals and/or licenses necessary for the performance of the Contract from local, state, governmental bodies or public companies;
- perform all customs duties in the Republic of Serbia in connection with imports into the Republic of Serbia;
- effect payment in accordance with the terms of this Contract.

OBLIGATIONS OF THE SUPPLIER

Article 6

The Supplier undertakes to:

- supply the Goods referred to in Article 1 of this Contract, within the deadlines, in accordance with the Bid, Tender Documents, and applicable regulations and standards;
- communicate and cooperate with the Contracting Authority's appointed representatives;
- supply the Goods that are newly manufactured, without damage, product defects and, together with supporting documentation (warranty certificates, declarations, manuals...), as a supporting unit, meet the technical and technological requirements;
- pack the Goods in the proper way to protect them against damage during transport to the point of delivery;
- obtain all applicable permits and/or approvals outside the Republic of Serbia that are necessary for the delivery of the Goods and, upon request of the Contracting Authority, submit all the documentation necessary for obtaining permits and consents for import of the Goods into the Republic of Serbia; *(IF THE SUPPLIER IS SEATED IN SERBIA, THIS POINT DOES NOT APPLY AND SHALL BE DELETED)*
- submit export licenses issued by the competent authority of the Supplier's country or a statement that export licenses are not necessary for the export of the Goods being the subject of delivery with reference to the relevant applicable directives in the Supplier's Country, at least 2 months before the planned delivery *(IF THE SUPPLIER IS SEATED IN SERBIA, THIS POINT DOES NOT APPLY AND SHALL BE DELETED)*;
- respect the applicable laws of the Republic of Serbia. Legislation includes all national laws and regulations that affect the performance of the contract and which are binding for the Supplier;
- send an invoice for the Goods delivered.

TRANSPORT, PACKAGING, DOCUMENTATION•

Article 7

The Supplier shall, at his own expense, transport the Goods to the point of delivery in the Republic of Serbia –

DAP Belgrade Airport, in Surčin.

The Contracting Authority shall perform all customs formalities and take all steps in order to comply with customs regulations and the delivery parity stipulated in this Contract.

The Supplier shall pack the Goods in the proper way to protect them against damage and malfunction during transport to the final destination.

The Supplier shall mark each crate/package with the following data: number of the crate, description and quantity of the Goods that are packaged, the location for which the package is intended and the gross/net weight.

Packaging shall be such as to prevent damage of the Goods due to exposure to considerable temperature differences, salinity and precipitation during transport, as well as outdoor exposure.

Prior to delivery, the Supplier shall inform the Contracting Authority in writing of all delivery details, including: number of contract; description of the Goods; quantities; number and date of the usual transport document (such as railway, road or airborne bill of lading, waybill or other document on combined transport); delivery date and anticipated time of arrival; ship, place and port of loading and port of landing, as needed.

At least two weeks before the arrival of the Goods in the Republic of Serbia, the Supplier shall send via electronic mail to the Contracting Authority the following documents:

- draft shipping invoice, with description of the Goods, quantity, unit price, and total amount;
- draft packing list with detailed data on the number of packages, weight, and content of each package;
- draft certificate of preferential origin of equipment in accordance with the applicable free trade agreement (EUR 1 Certificate of origin, authorized declaration of origin of the Goods on the invoice with a copy of the customs authority or other proof of origin prescribed by agreement);

(IF THE SUPPLIER IS SEATED IN SERBIA, THIS ARTICLE DOES NOT APPLY AND SHALL BE DELETED)

QUANTITATIVE ACCEPTANCE

Article 8

The authorized representatives of the Contracting Authority shall perform a quantitative acceptance of the Goods and prepare the Minutes on quantitative acceptance within 3 days from the date of delivery.

The quantitative acceptance shall be performed by comparing the data from the Bid, the Tender Documents, and the despatch note with the Goods actually delivered.

If the quantitative acceptance shows:

- damage of the Goods delivered, or
- that the quantity of the supply on arrival differs from the quantity specified in the dispatch documents, or

- that the Goods delivered do not correspond to the description specified in the Contract,

the Contracting Authority shall make a written report without delay, which they shall deliver to the Supplier. The Supplier is obliged to deliver appropriate Goods or missing parts of Goods within fifteen (15) business days following the date of receipt of the report on deficiencies, at the parity referred to in Art. 4, of this Contract, at their own expense and at their own risk.

One copy of the signed Minutes on quantitative acceptance shall be delivered to the Supplier within 5 days following the date of its signing.

QUALITY AND WARRANTIES

Article 9

The warranty period for the goods referred to in Article 1 of this Contract shall be months (*no less than 12*), counting from the date of signature of the Minutes on quantitative acceptance.

The Supplier guarantees that the Goods delivered pursuant to this Contract are new and unused, and in all detail in compliance with the specification from the Tender Documents.

If within the warranty period the deficiencies are detected in the Goods delivered for which the Supplier is responsible, the Contracting Authority is obliged to make a Complaint Report no later than 3 days following the day of finding out about the deficiency, and the Supplier is obliged to act upon the complaint within 15 days following the date of its receipt.

In case of replacement of defective Goods with new ones, the warranty period shall run from the date of their replacement/repair.

The Contracting Authority shall bear all costs of sending the damaged Goods/parts to the location of the Supplier, while the costs of returning repaired/replaced Goods/parts shall be borne by the Supplier at parity DAP Belgrade Airport, in Surčin. *(IF THE SUPPLIER IS SEATED IN SERBIA, THIS PARAGRAPH DOES NOT APPLY AND SHALL BE DELETED)*

The Supplier shall not bear the costs incurred as a result of regular use-natural wear of the Goods and poor maintenance, improper handling or inappropriate working conditions, and if the defective parts are repaired, replaced or modified by the Contracting Authority without the prior written consent of the Supplier.

EXTENSION OF DEADLINES

Article 10

The Supplier has the right to extend the deadlines referred to in Art. 4 of this Contract in the following cases:

1. when the Contracting Authority is late in fulfilling the contractual obligations referred to in Article 5 of the Contract for the duration of the interruptions arising from the Contracting Authority's delay, and/or
2. due to delays in the customs clearance procedure when importing the Goods into Serbia without the Supplier's fault, for such time as the customs clearance procedure was delayed, and/or
3. due to the occurrence of Force Majeure referred to in Article 11, of this Contract, or changed circumstances, which could not have been foreseen at the time of conclusion of the Contract.

The Supplier undertakes to immediately notify the Contracting Authority in writing about all circumstances and events that may affect the extension of the agreed deadlines. In case of occurrence of circumstances or events for which the agreed deadlines are extended, the Supplier is obliged to submit a written proposal for the extension of deadlines at least 10 days before the expiration of the deadline referred to in Art. 4. of the Contract. Changes to the public procurement

contract shall only be effective if they are in the form of an Annex signed by the authorized representatives of both Contracting Parties.

FORCE MAJEURE

Article 11

Should either Contracting Party be prevented from performing its obligations under this Contract by reason of Force Majeure, the time for the performance of these obligations shall be extended for the period which is equal to the duration of these circumstances.

For the purposes of this Contract, Force Majeure shall mean all acts beyond the control of the Supplier or the Contracting Authority including, but not limited to war, revolution, serious destruction, explosions, fire, floods, the elements, drought, earthquake, epidemics, quarantine, general boycott of the system to be exported or produced by the Supplier, strikes, factory lay-offs, acts of the Government preventing the performance of the contractual obligations, freight-embargoes, UN-embargoes, which hinder, prevent or impede the performance by either the Contracting Authority or the Supplier of any obligations.

The prevented Party shall notify the other Party of the occurrence of Force Majeure, in writing and within in the shortest possible time.

If the Force Majeure should last more than 90 (ninety) days, the Contracting Parties shall resolve the problem of further implementation of the Contract by agreement as soon as possible. If they cannot reach an agreement within 120 (twenty) calendar days following the occurrence of Force Majeure, each Contracting Party shall have the right to terminate this Contract.

CONTRACTUAL PENALTY

Article 12

In the event of exceeding the deadline in the performance of this Contract, by the fault of the Supplier, the Contracting Authority is entitled to charging the Supplier for the contractual penalty for each day of delay in the amount of 0.5% of the total contracted price, and up to 10% of the value of the total contract price, VAT exclusive, referred to in Article 2, paragraph 1, of this Contract.

The payment of a contractual penalty shall not exempt the Supplier from their obligations to deliver the Goods under the Contract.

TERMINATION OF THE CONTRACT

Article 13

Each of the Contracting Parties may terminate this Contract if the other Party fails to perform their contractual obligations in all detail in a contracted manner and within the contracted deadlines, or in case of violating the contract significantly.

The Party wishing to terminate the Contract shall inform the other Contracting Party of the breach of the contractual obligation before the termination, indicating what constitutes a breach of the contractual obligation and requesting that it be corrected within sixty (60) calendar days following the date of the notification.

The postponement period for the execution of the obligation may not be approved after the deadline for the performance of all contractual obligations has expired.

The Contracting Party due to whose fault the damage occurred and that is responsible for the termination of the Contract is obliged to indemnify the other Contracting Party.

If the Contracting Parties should terminate the Contract by mutual consent, the Parties shall determine the mutual liabilities that are related to and arising from this Contract.

Termination of the Contract shall not affect the rights and obligations of the Parties incurred before the termination of the Contract.

APPLICABLE LAW AND DISPUTE RESOLUTION

Article 14

This Contract and its contents are subject to and construed in accordance with the Law on Contracts and Torts of the Republic of Serbia.

Any dispute arising in connection with this Contract shall be given an attempt to be resolved by the Contracting Parties in a consensual manner, and if they fail to reach an agreement, they agree that the Commercial Court in Belgrade shall be competent to resolve the dispute.

TRANSITIONAL AND FINAL PROVISIONS

Article 15


Unless otherwise set forth in this Contract, all information provided in connection with this Contract shall be in writing.

This Contract shall enter into force on such date it is signed by the authorized representatives of both Parties.


This Contract is made in 6 (six) counterparts, of which 3 (three) counterparts are in Serbian and 3 (three) counterparts are in English. The Contracting Authority shall retain 2 (two) counterparts in Serbian language and 1 (one) counterpart in English, while the Service Provider shall retain 2 (two) counterparts in English language and 1 (one) counterpart in Serbian language. *(IF THE SUPPLIER IS SEATED IN SERBIA, THIS PARAGRAPH DOES NOT APPLY AND SHALL BE DELETED.)*

Serbia and Montenegro Air Traffic
Services SMATSA LLC Belgrade

FOR THE SUPPLIER



responsible person's seal and signature



*Name and surname of the person
responsible for signing the contract*

CEO
Predrag Jovanović

END OF TRANSLATION

I, Suzana Milovanovic, being duly sworn, hereby certify that this is a true and accurate translation of the original document written in Serbian language

IN WITNESS WHEREOF, I have hereunto set my hand and seal on **July 5, 2019**

No: VII/19/05

Suzana Milovanovic, Certified Court Interpreter for English language appointed by the Ministry of Justice, Belgrade, Decree no 740-06-325-2005-03 of 20/05/2005

VII INSTRUCTIONS FOR BIDDERS ON HOW TO COMPILE A BID

(1) INFORMATION ON THE LANGUAGE IN WHICH THE BID IS TO BE COMPILED

The Bidder shall submit the Bid in the written form. The Bid and other Bid related documents shall be in either the Serbian or the English language, except for the evidence proving compliance with the mandatory requirements for participation in the public procurement procedure set out in points 1) to 3) of Section III of the Tender Documents, which shall be submitted in the form of original documents in the official language of the country of the Bidder's registered office, together with their translation into the Serbian language, certified by a court interpreter.

If the Contracting Authority finds, in the course of the expert evaluation of Bids, that a part of the Bid should be translated into the Serbian language, it shall set an adequate time limit to the Bidder for translation of that part of the Bid into Serbian.

The hereto Tender Documents have been prepared in the Serbian and English language. In case of a dispute, the version in the Serbian language shall prevail.

(2) BID SUBMISSION MANNER

The Bidder shall submit the Bid directly or by post, in a closed envelope or box, sealed in such a manner that when opening the Bid it can be determined with certainty that it is being opened for the first time.

The name and the address of the Bidder shall be indicated on the reverse side of the envelope or on the box. In case a Bid is submitted by a Group of Bidders, that fact shall be stated on the envelope together with the names and registered office addresses of all participants in a Joint Bid.

The Bid shall be submitted to the following address: Serbia and Montenegro Air Traffic Services SMATSA LLC, Trg Nikole Pašića 10, 11000 Belgrade, the Republic of Serbia and marked: **"Bid for the Public Procurement of Goods - Spare Parts for Telecommunication Systems, 121/D/19 Lot - [REDACTED] (the Bidder shall enter the number of the lot) – DO NOT OPEN"**. The Bid received by the Contracting Authority until **01:00 p.m. on 12/08/2019** shall be considered as a timely Bid.

Following the receipt of a Bid, the Contracting Authority shall mark on the envelope, or the box containing the Bid, the time of the receipt, registration number as well as the date of the receipt of the Bid as per the sequence of delivery. If a Bid is submitted directly to the Contracting Authority, the Contracting Authority shall provide the Bidder with a delivery confirmation receipt. The Contracting Authority shall state the date and time of the Bid receipt in the delivery confirmation receipt.

A Bid not received by the Contracting Authority within the specified deadline for the submission of Bids, i.e. which was received after the date and time for Bid submission, shall be considered untimely. An untimely Bid shall be returned to the Bidder unopened following the Bid opening procedure, with a note stating that it was not submitted within the set deadline.

The Bidder shall compile a Bid by entering the required data into the Forms provided as an integral part of the Tender Documents, and submit documents and evidence in accordance with the Invitation to Bid as well as with the hereto Tender Documents.

The Bid shall contain all the elements required in the Tender Documents and all amendments and supplements thereof, as per Article 63 of the Public Procurement Law.

All Forms shall be submitted in the original Forms which are to be filled out clearly and unambiguously in legible writing and certified by the authorised person.

In the process of Bid compilation, Bidders are not required to use the stamp.

IMPORTANT: The Bid shall contain the following elements:

- 1) **Form V-1** - Bid Form
- 2) **Form V-1a** – Bid Form – Information on a Participant in a Joint Bid – applicable only if submitting a Joint Bid;
- 3) **Form V-1b** – Bid Form – Information on the Subcontractor – applicable only if the Bidder has indicated that it will entrust partial execution of the procurement to a Subcontractor;
- 4) **Form V - 2** – Price Breakdown Structure Form;
- 5) **Form V – 4** – Independent Bid Declaration Form;
- 6) **Form VI** – Model of the Contract;
- 7) **Evidence of compliance with the mandatory and additional requirements for participation in the procurement procedure, as indicated in Section III of the Tender Documents;**
- 8) **The Agreement** whereby the Bidders from a Group of Bidders are mutually bound and commit themselves to the Contracting Authority to execute the public procurement - **to be submitted only by the Bidders submitting a Joint Bid (The Model Agreement is given in Form VIII of the Tender Documents);**

It is desirable that all documents are bound together into a single whole and sealed in such a way that it would be impossible for additional sheets or appendices to be subsequently added, removed or changed.

The Bid shall not contain editions on the text inserted between the lines, deletions of words or overwritten words, except where the Bidder needs to correct its own mistakes. In that case these editions shall be considered valid only if they are certified by the initials of the person or persons signing the Bid and by the Bidder's company stamp.

(3) LOTS

This public procurement has been divided into 4 units (Lots) as following:

Lot No. 1 – PL-ETH Ethernet LAN Communication Module for TRS

Lot No. 2 – Console Clock – Digital Panel Clock for TRS

Lot No. 3 – Handset for VCS

Lot No. 4 – Earpads for Headset for VCS

The Bidder may submit a Bid for one or more Lots. The Bid shall include at least one whole Lot.

The Bidder shall indicate on the Forms being a constituent part of the Tender Documents the Lot it refers to. If the Bidder submits the Bid for several Lots, it is obliged to copy and submit the Bid Forms for each Lot for which the Bid is being submitted.

In case the Bidder submits the Bid for two or more Lots, it is not necessary to submit the evidence from Art. 75 and 76 of the Law for each Lot separately, that is, they may be submitted in one copy for all Lots, except for the evidence required in item 6.

(4) BIDS WITH VARIANTS

Bids with variants are not allowed.

(5) MANNER OF BID AMENDMENT, SUPPLEMENT AND WITHDRAWAL

The Bidder may amend, supplement or withdraw its Bid in the manner defined for the Bid submission and within the Bid submission deadline.

The Bidder shall clearly indicate which part of the Bid has been amended, i.e. which documents are being subsequently delivered. Bid amendment, supplement or withdrawal shall be submitted to the following address: Serbia and Montenegro Air Traffic Services SMATSA LLC, Trg Nikole Pašića 10, 11000 Belgrade, Republic of Serbia and it shall be marked as following

"Amendment to the Bid for the Public Procurement (Goods) – 121/D/19 - Spare Parts for Telecommunication Systems – DO NOT OPEN" or

"Supplement to the Bid for the Public Procurement (Goods) – 121/D/19 - Spare Parts for Telecommunication Systems – DO NOT OPEN" or

"Withdrawal of the Bid for the Public Procurement (Goods) – 121/D/19 - Spare Parts for Telecommunication Systems – DO NOT OPEN" or

"Amendment and Supplement to the Bid for the Public Procurement (Goods) – 121/D/19 - Spare Parts for Telecommunication Systems – DO NOT OPEN".

The name and the address of the Bidder shall be indicated on the reverse side of the envelope or on the box. In case the Bid is being submitted by a Group of Bidders, that fact shall be stated on the envelope together with the names and the registered office addresses of all participants in a Joint Bid.

The Bidder cannot withdraw or amend its Bid upon expiration of the Bid submission deadline.

(6) PARTICIPATION IN THE PROCEDURE

A Bidder may submit only one Bid.

The Bidder submitting an Independent Bid cannot simultaneously participate in a Joint Bid or a Bid with the Subcontractor, nor participate in Multiple Joint Bids. In case the Bidder does not act in accordance with this instruction, each Bid in which such a Bidder participates shall be rejected.

In the Bid Form (Form V-1), the Bidder shall indicate the method of Bid submission i.e. whether the Bidder is submitting the Bid independently, as a member of Group of Bidders (Joint Bid) or submitting the Bid with the Subcontractor.

(7) THE BID WITH A SUBCONTRACTOR

If the Bidder states in the Bid Form (Form V-1b) that it will entrust partial execution of the procurement to a Subcontractor, then it 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.

In case the Bidder intends to entrust the partial execution of the public procurement to the Subcontractor, it shall indicate the Subcontractor's name and registered office in the Bid Form.

If the Contract is signed between the Contracting Authority and the Bidder submitting its Bid with a Subcontractor, the Subcontractor shall be named in the Contract.

The Bidder shall submit the evidence on compliance with the mandatory requirements for the Subcontractors, as set out in Section III of the Tender Documents and in accordance with the Instructions for proving compliance to the requirements.

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

At the Contracting Authority's request, the Bidder shall provide access to the Subcontractor's premises for the purpose of determining the compliance with the requirements.

The Contracting Authority shall pay directly to the Bidder the Total Price of the Contract, regardless of the public procurement Total Value percentage entrusted to the Subcontractor.

The Bidder may not engage as a Subcontractor any person not named in the Bid, otherwise the Contracting Authority shall realise the Performance Bond and terminate the Contract unless the

termination could cause significant damage to the Contracting Authority. In this case the Contracting Authority shall notify the authorised organisation for protection of competition.

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

(8) JOINT BID

A Bid can be submitted by a Group of Bidders in the form of a Joint Bid. As per Article 81 of the Public Procurement Law, a constituent part of a Joint Bid is an Agreement⁴, whereby the Bidders within a Group are mutually bound and commit themselves to the Contracting Authority to execute the public procurement. It shall contain the following mandatory information on the following:

- the Lead Bidder in a Group i.e. the Bidder that shall submit the Bid and represent a Group of Bidders before the Contracting Authority and
- the liabilities of each Bidder within a Group of Bidders for the execution of the Contract.

A Group of Bidders shall submit all evidence of compliance with the requirements set out in Section III of the Tender Documents, in accordance with the Instructions for proving compliance with the requirements.

The Bidders within a Group of Bidders shall bear unlimited joint liability towards the Contracting Authority.

A cooperative may submit a Bid independently, in its own name and on behalf of the members of the cooperative, or a Joint Bid on behalf of the cooperative members.

Where the cooperative submits a Bid in its own name, both the cooperative and its members shall be liable for the obligations from the public procurement procedure and the public procurement Contract, all in accordance with the Law.

Where the cooperative submits a Joint Bid on behalf of their members, the members of the cooperative shall have unlimited joint and several liability for the obligations from the public procurement procedure and the public procurement Contract.

In the case of a Joint Bid, all forms shall be signed and certified by the member of a Group of Bidders named as the Lead Bidder in the Agreement, with the exception of Forms V-1a, Form V-4 and Form V-5 which shall be filled out, signed and certified by each member of a Group of Bidders in its own name.

Optionally, if additional conditions are defined:

The Statement defined in Form V-8 and Form V-9 shall be provided by at least one member of a Group of Bidders meeting the required capacity requirements. If they jointly meet the requirement, the Statements shall be signed and certified by the seal of the authorised person of each Bidder from a Group of Bidders partially meeting the capacity requirement, and in the Form V-8 and/or Form V-9 only a part of the conditions met by that member of a Group of Bidders shall be filled out.

(9) METHOD AND TERMS OF PAYMENT, WARRANTY PERIOD AND OTHER CIRCUMSTANCES INFLUENCING THE BID ACCEPTABILITY

The Total Price payment shall be effected upon the entire delivery of goods and within a period specified by the Bidder in the Bid Form (Form V-1) which may not be shorter than 15 and not longer than 45 days following the receipt of a correct invoice on the amount of payment and the Records of the Quantitative Acceptance signature by the authorised person of the Contracting Authority.

⁴ The model of the Agreement is given in Section VIII of the Tender Documents.

The Bid Price shall comprise all costs associated with the Contract execution of the subject public procurement including therewith the delivery expenses DAP Central warehouse at the Airport "Nikola Tesla", Belgrade, in accordance with INCOTERMS 2010.

Delivery time shall be specified by the Bidder and it may not exceed **90** days from the date of the Contract coming into force.

The warranty period shall be valid for minimum **12** months from the date of the Records of the Quantitative Acceptance.

The Bid validity period may not be shorter than **60** days from the date of the Bid opening. In the case the Bid validity period has expired, the Contracting Authority shall request from the Bidder, in writing, the extension of the Bid validity period. The Bidder accepting the request for the extension of the Bid validity period may not alter the Bid.

(10) CURRENCY AND THE MANNER IN WHICH THE BID PRICE IS TO BE STATED AND EXPRESSED (*applicable to Lots 1, 2, 3 and 4*)

The prices in the Bid may be quoted either in RSD or EUR. The prices quoted in EUR shall be converted into their RSD equivalent, as per the official middle exchange rate of the National Bank of Serbia applicable on the Bid opening date. The Bidder shall form its price based on the elements provided in the Technical Specification i.e. the Price Breakdown Structure Form.

DOMESTIC BIDDERS shall state the price of goods as per DAP Area Control Centre Belgrade, Surčin, (Incoterms 2010), including expenses related to transport, customs duty and freight forwarding in RSD, with and without VAT applicable in the Republic of Serbia.

FOREIGN BIDDERS shall state the price of goods as per DAP Contracting Authority's location (Incoterms 2010), excluding VAT applicable in the Republic of Serbia. The Total Price offered by a foreign Bidder shall include all expenses related to taxes, duties, license fees, and similar charges payable out of the country of the Contracting Authority.

The price shall include all costs pertaining to the performance of the respective public procurement, including license fees, contributions, taxes, duties, and other costs payable in the country of the Bidder. The prices shall not include any taxes and customs duties which are payable in the Republic of Serbia. The Contracting Authority shall bear the costs pertaining to customs duties and value added tax payable in the Republic of Serbia.

The price is fixed and cannot be altered during the validity period of the Contract.

If a Bid contains an unusually low price, the Contracting Authority shall act in accordance with Article 92 of the Public Procurement Law.

The Contracting Authority shall not accept advance payment.

(11) CONFIDENTIAL DATA

The respective public procurement does not contain confidential data that the Contracting Authority makes available to the Bidder.

(12) THE MANNER OF OBTAINING THE TECHNICAL DOCUMENTATION AND PLANS, OR CERTAIN PARTS THEREOF

Not applicable in the respective procedure.

(13) 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, on working days (Monday – Friday) from 07:30 am to 03:30 pm. 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, e.g. “Request for additional information about PP 121/D/19“.

The Contracting Authority shall, within 3 (three) 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). **The Bidders are recommended to follow all notices, clarifications and alterations posted on the stated web pages/ sites.** Requesting additional information and clarifications by telephone is not allowed.

(14) ADDITIONAL EXPLANATIONS FOLLOWING BID OPENING

In the course of Bid examination, evaluation, and/or comparison of the Bids, the Contracting Authority may request additional clarifications from a Bidder, and may also perform inspection at Bidders' or their Subcontractors' premises.

Should the Contracting Authority need additional clarifications from the Bidder or should they require an inspection at Bidders' or their Subcontractors' premises, then the Bidder will be given a reasonable deadline to act in accordance with the Contracting Authority's request i.e. to facilitate the inspection to be carried out.

Upon completing the Bid opening procedure, the Contracting Authority may - subject to the Bidder's consent - correct arithmetic errors observed in the course of examining the Bid. 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 shall reject the Bid as unacceptable.

(15) THE USE OF PATENTS AND THE LIABILITY FOR ANY BREACH OF PROTECTED INTELLECTUAL PROPERTY RIGHTS OF THE THIRD PARTIES

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

(16) THE MANNER AND DEADLINE FOR SUBMISSION OF THE REQUEST FOR THE PROTECTION OF RIGHTS OF BIDDERS WITH THE DETAILED INSTRUCTIONS ON THE CONTENT OF THE COMPLETE REQUEST

A request for protection of rights may 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 or by registered mail with the return receipt, on working days (Monday – Friday) from 07:30 AM to 03:30 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), not later than 2 days from the day of receipt of the request.

16.1 Deadline for submission of the Request for Protection of Rights

In the case that a request for protection of rights is submitted to dispute either the type of the procurement procedure or the content of the Tender Documents, the request shall be deemed timely if it has been received by the Contracting Authority at least 7 days prior to the expiry of the Bid submission deadline, regardless of the manner in which it has been delivered and if the Claimant pointed out to some eventual deficiencies and irregularities, as per Article 63, paragraph 2 of the Law, and the Contracting Authority has failed to act accordingly.

A request for the protection of rights which is challenging the actions the Contracting Authority has undertaken before expiry of the Bid submission deadline, and after the deadline referred to in the previous paragraph, shall be considered timely if submitted not later than the Bid submission deadline.

Upon reaching the Decision on the Contract Award, or the Decision on Cancellation of 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 respective decision on the Public Procurement Portal.

A request for the protection of rights cannot challenge activities of the Contracting Authority performed in the public procurement procedure if the Claimant was familiar with or could have been familiar with the reasons for its submission before the expiry of deadline for submission of request under Article 149, points 3 to 4 of the Public Procurement Law, and the Claimant failed to submit the request before the expiry of that deadline.

Where, in the same public procurement procedure, another request for the protection of rights was filed by the same Claimant, the second request cannot challenge the activities of the Contracting Authority which the Claimant was familiar with, or could have been familiar with, during the submission of the previous request.

16.2 Mandatory elements of the Request for the protection of rights

In accordance with Article 151 of the Public Procurement Law, a request for the protection of rights shall include the following:

- 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.

16.3 Tax for the Protection of Rights

In accordance with Article 156 of the Public Procurement Law of the Republic of Serbia, the Claimant is obliged to pay a fee in the amount of RSD 120,000.00 to the account of the Budget of the Republic of Serbia if they dispute certain actions of the Contracting Authority before the Bid opening.

16.4 Instructions for Tax Payment from the Republic of Serbia

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

1. Confirmation of paid tax which contains the following elements:

- (1) to be issued and stamped by the bank;
- (2) to present an evidence that the tax is paid, i.e. the confirmation must contain the information that the payment order, i.e. the wire transfer order has been completed, as well as the date on which it has been completed;
- (3) the amount of the tax to be paid;
- (4) the account number: 840-30678845-06;
- (5) payment code: 153 or 253;
- (6) reference No.: PP 121/D/19;
- (7) the purpose of the payment: ZZP, Serbia and Montenegro Air Traffic Services SMATSA LLC PP Spare Parts for Telecommunication Systems;
- (8) recipient: Budget of the Republic of Serbia;
- (9) name of the payer i.e. the claimant submitting the request for the protection of rights to whom the payment refers;
- (10) the signature of the authorised person from the bank.

2. The first copy of the payment order, verified by the signature of the authorised person and the stamp of the bank or the post office, containing all other elements of the confirmation of paid tax as stated in item 1.

3. The Confirmation issued by the Republic of Serbia, the Ministry of Finance - Treasury, verified by the signature and the stamp, containing all the elements of the confirmation of paid tax as stated in point 1, except for those stated under (1) and (10) for claimants that have an open account within the consolidated Treasury account, managed by the Treasury (beneficiaries of the budget, beneficiaries of the assets of organisations for mandatory social security insurance and other beneficiaries of the public assets);

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

16.5 Instructions for Tax Payment from Abroad

The payment of taxes for submitting the request for the protection of rights can be made from abroad to the foreign currency account of the 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) – the number of the public procurement procedure which the request for the protection of rights is related to and the Contracting Authority’s name - Serbia and Montenegro Air Traffic Services SMATSA LLC, PP121/D/19 - Spare Parts for Telecommunication Systems. The detailed instructions for the payment of the tax, as well as the examples of correctly filled in payment forms or payment transfer forms could be found at the following e-mail address: <http://www.kjn.gov.rs/ci/uputstvo-o-uplati-republicke-administrativne-takse.html>

(17) CONTRACT CONCLUSION

The Contracting Authority shall deliver to the Bidder to whom the Contract is being awarded, the public procurement Contract to be signed (for each Lot individually), in accordance with the Model of the Contract from Section VI, within 8 (eight) days from the date of expiry of the deadline for submission of a request for the protection of rights. If the Bidder, to whom the Contract is being awarded, refuses to conclude the public procurement Contract, the Contracting Authority may conclude the public procurement Contract with the second most advantageous Bidder.

If the Bidder fails to submit the signed copies of the Contract within 15 (fifteen) days from the date of the receipt of the Contract, the Bidder shall be deemed to have refused to sign it, unless there are justifiable reasons for the delay, in which case the Contracting Authority shall be notified about the same in writing.

In case that only one Bid was submitted in the public procurement procedure, the Contracting Authority may conclude the Contract with the Bidder to whom the Contract was awarded even before the expiry of the deadline for the submission of the request for the protection of rights.

(18) BID ELIMINATION

The Bidder shall review all documents, carefully study all instructions, forms, terms and the technical part of the Tender Documents, and shall act accordingly.

The Contracting Authority shall eliminate a Bid if:

- 1) it is untimely;
- 2) it contains essential deficiencies, i.e.:
 - a. the Bidder has failed to prove fulfilment of the mandatory requirements for participation in the procurement procedure;
 - b. the Bidder has failed to prove fulfilment of the additional requirements;
 - c. the Bidder has failed to submit the required security instrument;
 - d. the stated Bid validity period is shorter than prescribed;
 - e. the Bid contains other deficiencies which make it impossible to determine its actual contents, or make it impossible to compare it with other bids;
- 3) it does not comply with all Technical Specifications;
- 4) it limits the Contracting Authority's rights;
- 5) it sets conditions that stipulate the Contracting Authority's rights;
- 6) it limits the Bidder's obligations;
- 7) it exceeds the estimated value of the respective public procurement.

The Contracting Authority may award the Contract to the Bidder whose Bid price is higher than the estimated value of the public procurement, provided that the same does not exceed the compared market price and if the Offered Prices in all other acceptable Bids are higher than the estimated value of the public procurement.

(19) USE OF STAMP

Bidders are not obliged to use stamp when preparing a Bid.

¹⁵ The model of the *Agreement* is given in Section VIII of the Tender Documents.

VIII AGREEMENT WHEREBY THE BIDDERS FROM A GROUP OF BIDDERS ARE MUTUALLY BOUND AND COMMIT THEMSELVES TO THE CONTRACTING AUTHORITY TO EXECUTE THE PUBLIC PROCUREMENT

Lot No. _____ *(please enter Lot number)*

By this Agreement, the following members of a Group of Bidders:

No.	Bidder's business name or abbreviated name from the relevant register	Address of the Bidder's registered office
1.		
2.		
3.		
4.		
5.		

(hereinafter referred to as: the Group of Bidders), having submitted the Joint Bid, commit themselves mutually and to the Contracting Authority to execute the public procurement PP 121/D/19 - Spare Parts for Telecommunication Systems.

Article 1

All members of the Group of Bidders agree to have unlimited joint and several liability to the Contracting Authority.

Article 2

All members of the Group of Bidders agree that:

1. a member of the Group of Bidders listed under number 1 shall be the Lead Bidder, i.e. shall submit the Bid and represent the Group of Bidders before the Contracting Authority;
2. a member of the Group of Bidders listed under number ____ (please enter the number from the Table above) shall submit request for protection of rights and represent the Group of Bidders before the Commission for Protection of Rights in Public Procurement Procedures of the Republic of Serbia;
3. a member of the Group of Bidders listed under number ____ (please enter the number from the Table above) shall sign the Contract and annexes to the Contract;
4. a member of the Group of Bidders listed under number ____ (please enter the number from the Table above) shall submit the requested security instruments;
5. a member of the Group of Bidders listed under number ____ (please enter the number from the Table above) shall issue an invoice and all payments shall be remitted on its

account no. _____ (please enter account number) at the
bank _____ (please enter name of the bank);

6. the members from the Group of Bidders shall perform the following tasks in executing the Contract:

a member of the Group of Bidders listed under number 1:

a member of the Group of Bidders listed under number 2:

a member of the Group of Bidders listed under number 3:

a member of the Group of Bidders listed under number 4:

a member of the Group of Bidders listed under number 5:

For a member of the Group of Bidders listed under number 1: L.S.

(Stamp and signature of the authorised person)

For a member of the Group of Bidders listed under number 2: L.S.

(Stamp and signature of the authorised person)

For a member of the Group of Bidders listed under number 3: L.S.

(Stamp and signature of the authorised person)

For a member of the Group of Bidders listed under number 4: L.S.

(Stamp and signature of the authorised person)

For a member of the Group of Bidders listed under number 5: L.S.

(Stamp and signature of the authorised person)

Date: _____

Place: _____