

SERBIA AND MONTENEGRO AIR TRAFFIC SERVICES SMATSA LLC BELGRADE

10 Nikole Pašića Square, 11000 Belgrade, Republic of Serbia

Registered Number:

NAB.00-89/91 dated 18/06/2019



TENDER DOCUMENTS

for tender submission in the negotiated procedure without a prior notice

Calibrating System Upgrading

(Public Procurement 132/D/19)

TENDER SUBMISSION DEADLINE:	03/07/2019 by 10:00 a.m.
OPENING OF TENDERS:	03/07/2019 at 10:10 a.m.
NEGOTIATIONS COMMENCEMENT:	03/07/2019 at 10:20 a.m.

Pursuant to Article 36, paragraph 1, point 2), Article 61, of the Public Procurement Law ("Official Gazette of the RS", No. 124/12, 14/15 and 68/15), and Art. 5, of the Rulebook on compulsory elements of the tender documents in public procurement procedures and method of proving compliance to conditions ("Official Gazette of the RS", No. 86/2015), and based on favourable opinion of the Public Procurement Administration No. 404-02-2237/19 of 24/05/2019, Decision to Initiate a Public Procurement Procedure PP 132/D/19 number NAB.00-89/84 of 05/06/2019, and Decision on Establishing Public Procurement Commission PP 132/D/19, number NAB.00-89/85 of 05/06/2019, the following has been prepared:

TENDER DOCUMENTS
for tender submission in the negotiated procedure without a prior notice for public procurement - Calibrating System Upgrading PP 132/D/19

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I GENERAL INFORMATION ON THE PUBLIC PROCUREMENT

CONTRACTING AUTHORITY'S BASIC DATA

Name of contracting authority:	Serbia and Montenegro Air Traffic Services SMATSA LLC Belgrade
Contracting authority's address:	10 Nikole Pašića Square 11000 Belgrade Republic of Serbia
Contracting authority's web page:	www.smatsa.rs
Type of public procurement procedure:	negotiated procedure without a prior notice for tender submission
Justification for using negotiated procedure:	<p>Subject public procurement is the upgrading of the AD-AFIS-260 calibration system built into the Beechcraft King Air 350 aeroplane, which has been supplied in accordance with contract no. NAB.00-102/101 dated 25/12/2008, concluded after the open procedure with the company AERODATA.</p> <p>As the sole manufacturer of AD-AFIS calibration system installed on the Beechcraft King Air 350 aeroplane and supplied to SMATSA LLC Belgrade, only AERODATA has original hardware solutions and software codes, specialists, and exclusive rights to perform all functional, operational, and technical upgrading of hardware and software, and therefore is the only one able to provide and implement an upgrade of the AD-AFIS-260 system for the analysis of the 1030 MHz signal and the land survey, which are the subject of procurement.</p> <p>AERODATA submitted a declaration NAB.00-89/70 of 10/05/2019 in which they confirmed that they own the exclusive rights for the procurement in question and that they do not have authorized representatives for the Republic of Serbia.</p>
Type of procurement by sort:	Goods
Type of contract:	<input checked="" type="checkbox"/> Public procurement contract <input type="checkbox"/> Framework agreement
Reserved public procurement:	yes <input type="checkbox"/> no
Electronic auction:	yes <input type="checkbox"/> no
Contact person / department:	tender@smatsa.rs When submitting question via email it is mandatory to state in email Subject: CLARIFICATION OF TENDER DOCUMENTS FOR PP 132/D/19

INFORMATION ABOUT THE PUBLIC PROCUREMENT SUBJECT MATTER

Description of the public procurement subject:	Calibrating System Upgrading Detailed description is provided in the Technical Specification – Section II
Name and code from the Common Procurement Vocabulary:	34741000 – Aircraft equipment

II TECHNICAL SPECIFICATION

GENERAL

The Automatic Flight Inspection System AD-AFIS-260, installed in Beechcraft King Air B300, S/N FL-643, Reg.YU-BTC, shall be enhanced to provide new capabilities.

The new capabilities shall be:

- Enhanced flight inspection capability for 1030MHz pulse analysis
- Enhanced capability for ground survey

A suitable composed operator training course shall be provided for operation of the new equipment.

ENHANCED FLIGHT INSPECTION CAPABILITY FOR 1030MHZ PULSE ANALYSIS

- The AD-AFIS-260 shall be modified to include a receiver for pulse analysis on the 1030 MHz secondary surveillance radar (SSR) uplink band,
- The receiver shall be electrically and mechanically integrated to the AFIS,
- The tenderer must be authorized by the OEM of the AFIS to perform this modification,
- The tenderer shall provide evidence about this authorization.

THE 1030 MHZ RECEIVER SHALL PERFORM REAL TIME PROCESSING OF SSR 1030 MHZ RECEIVER

- The 1030 MHz receiver shall receive pulsed signals and demodulate the DPSK signal,
- The receiver shall provide a dynamic range of at least: 73dbm-30dBm
- The receiver shall provide an Ethernet interface for data output and control,
- The receiver shall detect the following interrogation types:
 - Mode 1
 - Mode 2
 - Mode 3/A
 - Mode B
 - Mode C
 - Mode P
 - Mode S4
 - Mode S6
 - Jam pulses (pulses that violate impulse width criteria or pulses that are not part of a valid interrogation)
- The receiver shall measure the signal level of each pulse received,
- The receiver shall provide a hit rate counter for each interrogation mode type,
- It shall be possible to filter out pulses transmitted by a selected Mode S radar based on the Mode S P6 Uplink Format 11 (UF11) identification number.

AFIS SOFTWARE MODIFICATION FOR 1030MHZ PULSE ANALYSIS

- The AFIS software shall be enhanced to include functions for 1030MHz Pulse analysis.
- The functions shall be incorporated into the common AFIS software, a stand-alone application is not accepted.
- The AFIS software shall provide automatic calibration of the AGC measured by the 1030MHz receiver.
- The AFIS software shall provide automatic receiver check of the AGC measured by the 1030MHz receiver.
- The AFIS software shall provide a control for the pulse analysis that allows to set:
 - Data START/STOP

- Trigger Select (Type)
- Select X-Axis Time (for display enhancement in impulse graphic)
- SSR Mode S UF11 filtering START/STOP
- Set Interrogation Identifier
- Set Surveillance Identifier (for UF11 filtering)
- The AFIS software shall provide an alphanumeric page that indicates for the 1030MHz Receiver:
 - Serial Number
 - Hardware Version
 - Software Version
- The AFIS software shall provide an alphanumeric page that indicates for each interrogation type:
 - Hit rate / s
 - Max Raw Basic Power / s
- The AFIS software shall provide graphical pages for:
 - Signal Level of Mode 1, Mode 2, Mode 3/a and Mode C interrogations vs. time
 - Hit Rate of Mode 1, Mode 2, Mode 3/a and Mode C interrogations vs. time
 - Occurrence of all pulses with signal level vs. time
 - Signal level of filtered Mode S UF11 filtered interrogations vs. time

ENHANCED CAPABILITY FOR GROUND SURVEY

- The AFIS ground equipment shall be enhanced by a set of GNSS ground equipment for survey,
- The equipment shall be compatible with the AD-AFIS-260.

GROUND EQUIPMENT FOR SURVEY

- The set of ground equipment shall be provided.
- The ground equipment shall include at least:
 - GNSS base station
 - GNSS rover station
 - Field Controller
 - Tripod for base station
 - Carbon rover pole
 - Transport case
- The base and rover station shall be capable at least of:
 - Number of channels: 226
 - Tracked Signals: GPS, GLONASS, Galileo, SBAS
 - Wireless communication: UHF modem
 - Input voltage: 100 to 240VAC (50/60Hz)
 - Operating temperature range: -20°C to 55°C
 - Humidity: 100% condensing
- The required position performance shall be at least (or better):

RTK L1 + L2:	H 10mm + 1ppm	V: 15mm + 1ppm
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AFIS SOFTWARE MODIFICATION FOR GROUND SURVEY

- The software of the AD-AFIS-260 shall be enhanced to provide capability of importing data from the survey equipment,
- The functions shall be incorporated into the common AFIS software, a stand-alone application is not accepted,

- It shall be possible to transfer survey data without manual data entry to the AFIS,
- It shall be possible to check the correctness of the imported survey data by a KML export for use with Google Earth.

AFIS TRAINING COURSE

- The tenderer shall provide a training course for the operation of the new equipment and functions,
- The training course shall be provided at the place of AFIS modification,
- The training course shall be 5 days for 2 operators in English language.

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

MANDATORY REQUIREMENTS

Pursuant to Article 75, of the Law, the Tenderer must prove in the public procurement procedure:

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

Evidence:

LEGAL ENTITY/ENTREPRENEUR

DOMESTIC TENDERERS¹:

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

FOREIGN TENDERERS:

ii) Extract from the register of the competent authority.

NATURAL PERSON

Not applicable

(2) that neither they, nor persons having powers of representation, have been convicted for any crimes as member of an organized criminal group, for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud (Article 75, para 1, point 2) of the Law):

Evidence:

Evidences may not be older than two months prior to tender opening

LEGAL ENTITY

DOMESTIC TENDERERS :

i) Certificate from criminal records, i.e. Basic Court Certificate with jurisdiction in the area where the registered seat of the domestic legal entity is located, i.e. where the registered seat of the representative or branch office of the foreign legal entity is located, confirming that the legal entity has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud. Nota Bene: If the basic court certificate does not include the information from criminal records for crimes within the jurisdiction of the ordinary Criminal Department of the Higher Court, it is necessary to submit, together with Basic Court certificate, a HIGHER COURT CERTIFICATE, with jurisdiction in the area where the registered seat of the domestic legal entity is located, i.e. where the registered seat of the representative or branch office of the foreign legal entity is located, confirming that the legal entity has not been convicted for commercial criminal offence and criminal offence of receiving bribe;

ii) Certificate from criminal records of the Special Department for Organized Crime of the Higher Court in Belgrade confirming that the legal entity has not been convicted for any crimes as member of an organized criminal group; and

iii) Certificate from the criminal records, that is, certificate from the competent police department of the MoI, confirming that the Tenderer's legal representative has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud or any crimes as member of an organized criminal group (the request may be submitted by place of birth or the place of residence of the legal representative). If the Tenderer has several legal representatives, the evidence shall be submitted for each of them respectively.

FOREIGN TENDERERS:

iv) Criminal records extract, i.e. certificate (confirmation) of the competent authority confirming that the Tenderer (legal entity) has not been convicted for any crimes as members of an organized criminal group, for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud, and

v) Certificate of a competent authority that the Tenderer's legal representative (natural person - for all the legal representatives registered with the competent authority) has not been convicted for any crimes as members of an organized criminal group; for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud.

DOMESTIC TENDERERS:

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

FOREIGN TENDERERS:

vii) Certificate from the competent authority confirming that the Tenderer has not been convicted for any crimes as a member of an organized criminal group, for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud.

(3) that they have paid due taxes, contributions, and other public charges in accordance with the regulations of the Republic of Serbia or a foreign country if its registered seat is located in its territory (Article 75, para 1, point 4) of the Law):

Evidence:

Evidences may not be older than two months prior to tender opening

LEGAL ENTITY/ENTREPRENEUR / NATURAL PERSON

DOMESTIC TENDERERS:

- i) Certificate from the Tax Administration of the Ministry of Finance that the Tenderer has settled all due taxes and contributions **AND**
- ii) Certificate of the competent local self-government that the Tenderer has settled their liabilities as per initial local public revenues **OR**
- iii) Certificate of the relevant authority proving that the Tenderer is undergoing a privatization process.

FOREIGN TENDERERS:

iv) Certificate of the competent tax authority and organization for compulsory social insurance confirming that the Tenderer has settled all due taxes and contributions.

(4) that they have adhered to all obligations that pertain to applicable legislation concerning safety at work, employment and working conditions, protection of environment, and that they have not been imposed a prohibition of performing business activity, which is being in force at the time of submitting the Tender (Article 75, para 2 of the Law):

Evidence:

LEGAL ENTITY/ENTREPRENEUR / NATURAL PERSON

Filled-in, signed, and certified by the seal Form V-5. Form V-5 shall be signed by Tenderer's authorized person and certified by the seal.

(5) that they have a valid permit of the competent authority for the activity that is the subject of this public procurement (Article 75, para 1, point 5) of the Law) - not applicable.

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

INSTRUCTIONS FOR PROVING COMPLIANCE TO THE REQUIREMENTS

- 1) **IF A TENDERER SUBMITS TENDER WITH SUBCONTRACTOR**, in accordance with Article 80 of the Law, the subcontractor must fulfil mandatory requirements from points 1) through 4) of this Section. Evidence of fulfilment of the requirement referred to in point 5) of this Section shall be submitted for part of the procurement which will be executed through subcontractor(s). If, for the execution of the procurement part whose value does not exceed 10% of the total value of procurement, it is necessary to meet a mandatory requirement from point 5) of this Section, the Tenderer can prove fulfilment of that requirement through subcontractor to whom they have entrusted the execution of that part of procurement.
- 2) **REQUIREMENTS FOR A GROUP OF TENDERERS** - Not applicable in this public procurement procedure.
- 3) **CHANGES RELATED TO THE FULFILMENT OF THE REQUIREMENTS** - The Tenderer shall inform the Contracting authority, in writing and without delay, of any change concerning the fulfilment of requirements set out in public procurement procedure, which occurs before the decision is made or the contract is awarded, or during the public procurement contract validity period, and shall document such change in the prescribed manner.
- 4) **MEANS OF SUBMITTING EVIDENCE** - The Tenderer's evidence of fulfilment of requirements may be supplied as uncertified copies, on the other hand, before making decision on awarding contract, the Contracting Authority may demand from the Tenderer, whose tender was evaluated as most advantageous on the grounds of the report of the public procurement committee, to present the original documents or certified copies of all or of only some of the evidence. If the Tenderer should fail to present original or certified copies of requested evidences within such deadline as determined by the Contracting Authority, which may not be less than five days, then the latter shall eliminate the former's tender as unacceptable.
- 5) **REGISTER OF TENDERERS** - The Tenderers registered in the Register of Tenderers, kept by the Serbian Business Registers Agency, are not obliged to submit evidences of requirements fulfilment from points 1) through 3) of this Section, pursuant to Article 78 of the Law.
- 6) **EVIDENCE WHICH IS PUBLICLY AVAILABLE ON THE INTERNET** - The Tenderer is not obliged to provide evidence which is publicly available on the websites of the competent authorities. The Contracting Authority shall not reject a tender as unacceptable if it does not contain evidence required in the Tender Documents, provided that the Tenderer has indicated in their tender such internet page where the sought information is publicly available in Serbian language.
- 7) **ELECTRONIC DOCUMENT** - In cases where evidence of fulfilment of requirements is an electronic document, the Tenderer has to supply a hard copy of the electronic document, in accordance with the law governing electronic documents.
- 8) **TENDERER WITH A REGISTERED SEAT IN ANOTHER COUNTRY** – If the country where the Tenderer is seated does not issue the evidence from this Section, the Tenderer may, instead of the evidence indicated, submit his own written statement, given under criminal and material liability, authenticated by a court or administrative authority, notary public or other competent authority of that country. By this statement the Tenderer affirms that such evidence cannot be issued in the country where the Tenderer is seated, and that the Tenderer fulfils the particular requirement from points 1) through 3) of this Section. The Requirement Fulfilment Statement for Tenderers /Subcontractors can be submitted using the form provided as Form V-6 of the Tender Documents, or it can be submitted in another form as long as it contains all the necessary elements indicated in Form V-6. The Contracting Authority shall verify if the conditions for application of this point have been met. If the

Tenderer is seated in another country, the Contracting Authority may verify whether the documents provided by the Tenderer proving compliance with the requirements have been issued by the competent authority of that country.

IV CRITERIA FOR CONTRACT AWARD

(1) TYPE OF CRITERIA FOR CONTRACT AWARD

The criterion for contract award is the lowest total offered price.

For this criterion, the total price in dinars (RSD), exclusive of VAT paid in the Republic of Serbia, stated in the Tender Form, shall be taken into consideration.

In case the price is stated in euros (EUR) the conversion into RSD countervalue shall be made by applying the official median exchange rate of the National Bank of Serbia applicable on the Tender opening date.

(2) CRITERIA FOR CONTRACT AWARD IN A CASE WHEN MULTIPLE TENDERERS OFFER THE SAME PRICE

Not applicable in the subject public procurement procedure, which is carried out as negotiated procedure without prior notice to submit tenders with only one Tenderer.

V ELEMENTS OF THE CONTRACT THAT ARE SUBJECT TO NEGOTIATION AND DESCRIPTION OF THE NEGOTIATING PROCEDURE

The element of the contract which is subject to negotiation is the **PRICE**.

Mode of negotiation

Only members of the Public Procurement Commission on behalf of the Contracting Authority and the authorized representatives of the Tenderers may participate in the negotiation.

Authorized persons representing the Tenderer in the negotiating procedure (the Tenderer may authorize one or more persons), prior to the commencement of the negotiations, shall submit to the Contracting Authority the *Power of Attorney/Authorisation for the representation of the Tenderer in the subject negotiations*, certified and signed by the legal representative of the Tenderer.

Upon the completion of the bid opening procedure, if the submitted tender meets all the requirements from the tender documents, the negotiating procedure shall be carried out on the same day **(03/07/2019) at 10:20 a.m.**, at the Contracting Authority's premises, at 10 Nikole Pašića Square, Belgrade, Republic of Serbia.

If the Bidder's authorised representative does not attend the negotiating procedure, the price indicated in the tender submitted by the Tenderer shall be considered as their final price.

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

The negotiating procedure shall consist of one round of negotiation, in which the Tenderer shall submit the Final Tender Form - Form VI-1-1 and the Final Price Structure Form - Form VI-2-1, in which they will enter their final price, in relation to the one from basic offer in the negotiated procedure for public procurement PP 132/D/19. The Final Tender Form and the Final Price Structure Form must be filled out in the indicated manner, sealed and signed¹. If the Forms are not filled out, sealed, and signed they shall not be taken into consideration, and the price stated in the basic offer of the Tenderer in the negotiated procedure PP 132/D/19 shall be considered as the final price.

The Public Procurement Commission shall read the information from the Tender and inform the present participants of the Tenderer's offered final price. The Contracting Authority shall keep the Negotiation Minutes on the course of the negotiating procedure, in which the final price shall be noted down, which shall be signed by the Tenderer's authorized representatives and the members of the public procurement commission. Possible remarks by the Tenderer's authorized representatives relating to the negotiating procedure shall be recorded in the Minutes.

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

Upon completion of the negotiating procedure, the Contracting Authority shall conduct an expert evaluation of the submitted Tenders, during which a close examination of accuracy and validity of submitted evidence and documents shall be carried out. If the expert evaluation shows that a Tender should possess some of the essential deficiencies, the Contracting Authority shall eliminate such Tender even though the Tenderer participated in the negotiating procedure.

¹Bearing in mind that the Final Tender Form - Form VI-1-1 and the Final Price Structure Form - Form VI-2-1 should be certified by the Tenderer's stamp, the Tenderer is advised to either take a stamp to the negotiation procedure or prepare for the negotiation procedure an already printed and sealed Final Tender Form - Form VI-1-1 and Final Price Structure Form - Form VI-2-1, in which they will subsequently fill out the final price and requested data.

VI FORMS BEING INTEGRAL PARTS OF THE TENDER

- 1) Tender Form (Form VI-1);
1-1) Final Tender Form (Form VI-1-1);

- 2) Offered price structure form, with instruction for filling (Form VI-2);
2-1) Final Offer Price Structure Form, (Form VI-2-1);

- 3) Tender Preparation Expense Form (Form VI-3) *if applicable*;

- 4) Independent Tender Statement Form (Form VI-4);

- 5) Tenderer Statement Form on requirements fulfilment for participation in the public procurement – Article 75 of the PP Law, set out in these tender documents (Form VI-5);

- 6) Subcontractor Statement Form on requirements fulfilment for participation in the public procurement – Article 75 of the PP Law, set out in these tender documents (Form VI-6) – *if applicable*;

TENDER FORM²

Contract title: Calibrating System Upgrading - 132/D/19

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

As per the notice to submit tender for the procurement of Calibrating System Upgrading (public procurement No. 132/D/18), we hereby submit our tender as follows:

independently with subcontractor(s) joint tender
(please mark applicable field ✓)

I TENDERER IDENTIFICATION DATA (GENERAL CONTRACTOR FROM THE GROUP OF TENDERERS)

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

The currency in which all the prices in our tender are expressed:

RSD EUR
(please mark applicable field ✓)

¹ The Form must be filled in, certified by company stamp and signed by an authorized person of the Tenderer, thus confirming that the data provided in the Tender Form are accurate.

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

³ Legal entities that exceed two criteria from the footnote 2, but do not exceed two of the following criteria: i) average number of employees 50, ii) operating revenues 8,800,000 EUR in dinar countervalue, iii) average value of operating assets (calculated as the arithmetic median value at the beginning and end of the business year) € 4,400,000 in dinar countervalue.

⁴ Legal entities that exceed two criteria from the footnote 3, but do not exceed two of the following criteria: i) average number of employees 250, ii) operating revenues 35,000,000 EUR in dinar countervalue, iii) average value of operating assets (calculated as the arithmetic median value at the beginning and at the end of the business year) € 17,500,000 in dinar countervalue.

⁵ Legal entities that exceed two criteria from the footnote 4

II BASIC ELEMENTS OF THE TENDER

Validity period of the tender <i>(no less than 60 days)</i>	_____ days from the date of tender opening
Total Price	_____ without VAT in the Republic of Serbia _____ with VAT in the Republic of Serbia The tender price includes all costs associated with contract performance of the subject public procurement, that is, it includes all applicable fees for the licenses, taxes, duties, contributions, levies and charges, relating to the subject of the public procurement payable outside of the country of the Contracting Authority.
Method of Payment <i>(no less than 15 and no more than 45)</i>	After the complete delivery, within _____ days from the date of receipt at the address of the Contracting Authority's seat, the correct invoices to the amount of payment and the Final Receipt Minutes signed by the authorized person of the Contracting Authority.
Delivery deadline	The deadline for delivering of goods is 01.09.2019. Delivery of goods means procurement, fitting, installation and training.
Warranty period <i>(no less than 12 months)</i>	_____ months, counting from the date of signature of the Minutes on final acceptance by the authorized representatives of the Contracting Authority.

By submitting this Bid, we accept all the conditions of the subject notice to submit tender and the Tender Documents. The Tender pertains to entire procurement, all in accordance with the subject notice to submit tender and the Tender Documents.

Place and date:

Tenderer: Seal and signature

FINAL TENDER FORM ²

Contract title: Calibrating System Upgrading - 132/D/19

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

As per the notice to submit tender for the procurement of Calibrating System Upgrading (public procurement No. 132/D/18), we hereby submit our tender as follows:

 independently with subcontractor(s) joint tender*(please mark applicable field ✓)***I TENDERER IDENTIFICATION DATA (GENERAL CONTRACTOR FROM THE GROUP OF TENDERERS)**

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

The currency in which all the prices in our tender are expressed:

 RSD EUR*(please mark applicable field ✓)*¹ The Form must be filled in, certified by company stamp and signed by an authorized person of the Tenderer, thus confirming that the data provided in the Tender Form are accurate.² Legal entities that do not exceed two of the following criteria i) average number of employees 10, ii) operating revenues 700,000 EUR in dinar countervalue and iii) average value of operating assets (calculated as the arithmetic median value at the beginning and end of the business year) € 350,000 in dinar countervalue³ Legal entities that exceed two criteria from the footnote 2, but do not exceed two of the following criteria: i) average number of employees 50, ii) operating revenues 8,800,000 EUR in dinar countervalue, iii) average value of operating assets (calculated as the arithmetic median value at the beginning and end of the business year) € 4,400,000 in dinar countervalue⁴ Legal entities that exceed two criteria from the footnote 3, but do not exceed two of the following criteria: i) average number of employees 250, ii) operating revenues 35,000,000 EUR in dinar countervalue, iii) average value of operating assets (calculated as the arithmetic median value at the beginning and at the end of the business year) € 17,500,000 in dinar countervalue⁵ Legal entities that exceed two criteria from the footnote 4

II BASIC ELEMENTS OF THE TENDER

Validity period of the tender <i>(no less than 60 days)</i>	_____ days from the date of tender opening
Total Price	_____ without VAT in the Republic of Serbia _____ with VAT in the Republic of Serbia The tender price includes all costs associated with contract performance of the subject public procurement, that is, it includes all applicable fees for the licenses, taxes, duties, contributions, levies and charges, relating to the subject of the public procurement payable outside of the country of the Contracting Authority.
Method of Payment <i>(no less than 15 and no more than 45)</i>	After the complete delivery, within _____ days from the date of receipt at the address of the Contracting Authority's seat, the correct invoices to the amount of payment and the Final Receipt Minutes signed by the authorized person of the Contracting Authority.
Delivery deadline	The deadline for delivering of goods is 01.09.2019. Delivery of goods means procurement, fitting, installation and training.
Warranty period <i>(no less than 12 months)</i>	_____ months, counting from the date of signature of the Minutes on final acceptance by the authorized representatives of the Contracting Authority.

By submitting this Bid, we accept all the conditions of the subject notice to submit tender and the Tender Documents. The Tender pertains to entire procurement, all in accordance with the subject notice to submit tender and the Tender Documents.

Place and date:

Tenderer: Seal and signature

BID FORM – SUBCONTRACTOR’S IDENTIFICATION FORM⁷

Business name or short name from relevant register:	
Seat:	
Registration number of the Tenderer:	
Tax Identification Number of the Tenderer:	
Contact Person:	
E-mail address of Contact Person:	
Telephone number:	
Fax:	

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

Percentage of total value of the procurement that will be entrusted to the stated subcontractor:
 ____%

Place and date:

Tenderer: Seal and signature

Place and date:

Subcontractor: Seal and signature

⁷ The form shall be filled out only by those Tenderers that are submitting a Tender with a subcontractor and if the Tenderer has more subcontractors, this page must be copied in a sufficient number of copies, each copy properly filled out and submitted for each subcontractor. The percentage of the total value of the public procurement that the Tenderer is entrusting to the subcontractor may not exceed 50%, and if the Tenderer is entrusting public procurement performance to multiple subcontractors, the percentage of the total procurement value that is being entrusted to all subcontractors (the sum for all subcontractors), may not exceed 50%.

OFFERED PRICE STRUCTURE FORM, WITH INSTRUCTION FOR FILLINGΠΟΠΥΗ⁸RSDEUR*(please mark applicable field)*

Subject description	Measurement Unit	Quantity	Total price without VAT in the Republic of Serbia	Total price with VAT in the Republic of Serbia
Calibrating System Upgrading	pieces	1	<u> </u>	<u> </u>

 Place and date:

 Tenderer: Seal and signature

⁸ The eligible tender must comprise the prices for all lots as foreseen in the table. In case there is a discrepancy between the unit prices and the total price, the unit price shall be considered as correct and the total price shall be corrected accordingly.

FINAL OFFER PRICE STRUCTURE FORM, WITH INSTRUCTION FOR FILLING⁸ RSD EUR*(please mark applicable field)*

Subject description	Measurement Unit	Quantity	Total price without VAT in the Republic of Serbia	Total price with VAT in the Republic of Serbia
Calibrating System Upgrading	pieces	1	<u> </u>	<u> </u>

 Place and date:

 Tenderer: Seal and signature

⁸ The eligible tender must comprise the prices for all lots as foreseen in the table. In case there is a discrepancy between the unit prices and the total price, the unit price shall be considered as correct and the total price shall be corrected accordingly.

TENDER PREPARATION EXPENSE FORM

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

TYPE OF EXPENSE	AMOUNT OF EXPENSE IN RSD
TOTAL AMOUNT OF TENDER PREPARATION EXPENSES	

The expenses of Tender preparation and submission shall be borne solely by the Tenderer, and the Tenderer may not 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 Tenderer 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 Tenderer has sought reimbursement of such expenses in the Tender.

Nota Bene: *submission of this Form is not mandatory.*

Place and date:

Tenderer: Seal and signature

STATEMENT ON INDEPENDENT TENDER FORM

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

(Tenderer's name, address of registered seat, and registration number)

hereby makes the following:

STATEMENT ON INDEPENDENT TENDER

Under full financial and criminal responsibility, I hereby confirm that the Tender in the public procurement procedure, 132/D/19 - Calibrating System Upgrading, has been submitted independently, without any agreement with other Tenderers or interested parties.

Place and date:

Tenderer: Seal and signature

Nota Bene: *If there is reasonable suspicion concerning the truthfulness of the Declaration of Independent Tender, the Contracting Authority shall immediately notify thereon the competent competition protection body. The body responsible for competition protection may ban a Tenderer or an interested party from participating in the public procurement procedure if this body determines that the Tenderer, 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 forth in Article 82, paragraph 1, item 2) of the Law.*

APPLICABLE REGULATION COMPLIANCE STATEMENT FORM FOR TENDERERS

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

(Tenderer's name, address of registered seat, and registration number)

makes
the

APPLICABLE REGULATION COMPLIANCE STATEMENT

Under full financial and criminal responsibility, I hereby confirm that in the course of preparation of the tender in the public procurement procedure for PP 132/D/19 - Calibrating System Upgrading, I have adhered to all obligations that pertain to applicable legislation concerning safety at work, employment and working conditions, protection of environment and that I have not been prohibited from performing business activity by any measure in force at the time of submitting the Tender in this public procurement.

Place and date:

Tenderer: Seal and signature

APPLICABLE REGULATION COMPLIANCE STATEMENT FORM FOR SUBCONTRACTORS

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

(Subcontractor's name, address of registered seat, and registration number)

makes
the

APPLICABLE REGULATION COMPLIANCE STATEMENT

Under full financial and criminal responsibility, I hereby confirm that in the course of preparation of the tender in the public procurement procedure for PP 132/D/19 - Calibrating System Upgrading, I have adhered to all obligations that pertain to applicable legislation concerning safety at work, employment and working conditions, protection of environment and that I have not been prohibited from performing business activity by any measure in force at the time of submitting the Tender in this public procurement.

Place and date:

Subcontractor: Seal and signature

Nota Bene:

If the Tender is submitted with subcontractors, this Statement must be signed by Subcontractor's authorized person and certified by seal for each of the Subcontractors. This Form must be copied in a sufficient number of copies, each copy submitted for each subcontractor respectively.

REQUIREMENTS FULFILLMENT FOR PARTICIPATION IN THE PUBLIC PROCUREMENT FOR FOREIGN BIDDERS/SUBCONTRACTORS STATEMENT FORM⁹

As per Article 79 para 10 of the Public Procurement Law ("Official Gazette of the Republic of Serbia", no. 124/12, 14/15 and 68/15), the Tenderer/Subcontractor: _____ (state the name of the Tenderer/Subcontractor), registered number _____ from _____ (country in which Tenderer / Subcontractor's registered seat is located)

makes the following:

STATEMENT ON REQUIREMENTS FULFILLMENT FOR PARTICIPATION IN THE PUBLIC

Under full financial and criminal responsibility, I hereby confirm the fulfilment of the following requirements:

	<i>REQUIREMENT</i>	<i>please mark applicable field</i> <input type="checkbox"/>
1	- that relevant authority in the country where my registered seat is located does not issue formal evidences on legal entity's registration AND - that I am registered with the relevant authority in the country where the my registered seat is located	
2	- that neither relevant court nor police administration in the country where my registered seat is located does not issue formal evidences that legal entity and their legal representative had not been convicted for any criminal acts as part of an organized criminal group, for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud AND - that neither Tenderer as a legal entity, nor their legal representative(s) have been convicted for any criminal act as members of an organized criminal group; for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud	
3	- that relevant authority in the country where my registered seat is located does not issue formal evidences that legal entity has settled due taxes and other public charges AND - that I have paid due taxes and other public charges in accordance with the regulations of the country where my registered seat is located	

Place and date:

Tenderer: Seal and signature

⁹ This form is to be filled out with relevant data and by marking the requirements in the table for which the Tenderer is submitting his statement in accordance with point VIII of NSTRUCTIONS ON HOW TO PROVE APPLICABLE REGULATION COMPLIANCE, Section III of these Tender Documents. The Tenderer and/or subcontractor shall fill out this form individually and certify the form by company seal and signature of an authorized person.

¹⁰ This statement must be certified / notarized by a court or administrative authority, notary public or other relevant authority with jurisdiction in the country where the Tenderer's registered seat is located

VII MODEL OF THE CONTRACT

Nota Bene: The subject of negotiation is the price (Article 2 of the Agreement). This Model Agreement is the content of the contract that will be concluded with the successful Tenderer.

The Tenderer must fill out, certify by stamp and sign the submitted model of the contract, thus confirming that they accept the elements of the contract model.

Other articles of the Contract Model are not the subject of negotiation and the Tenderer to whom the contract is awarded shall be obliged to sign a contract that, except for the articles that are the subject of negotiation, shall be identical to the model presented below.

Exceptionally, if the Tenderer considers it necessary to amend some of the other articles, other than those which are the subject of negotiation, they shall, in accordance with point (14) of the INSTRUCTIONS FOR TENDERERS ON HOW TO MAKE A TENDER, through additional information or clarification regarding the preparation of the tender, submit a proposal that the Contracting Authority shall consider and subsequently notify the Tenderer thereof.

If the Tenderer submits, with the bid, another document defining the contractual terms in the subject procedure (General Contractual Provisions or similar), that tender shall be rejected as inadmissible in accordance with Art. 3, paragraph 33) of the Law, because it limits or conditions the rights of the contracting authority and/or the obligations of the Tenderer.

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

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

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

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

AND

(hereinafter: the Supplier) (enter the name of the Tenderer, seat, TIN, registration number, name of the person responsible for signing the contract)

have concluded,

PUBLIC PROCUREMENT CONTRACT no. 132/D/19 – Calibrating System Upgrading

The Contracting Parties agree on the following:

- that the Contracting Authority, pursuant to Decision no. ____ of ____ initiated the negotiation procedure without prior notice to submit tenders for the procurement of Calibrating System Upgrading - 132/D/19;
- that the Contracting Authority issued the Decision on awarding contract number ____ of ____ for the public procurement in question on the basis of which this Contract is
- concluded and, in all in accordance with the accepted Supplier's Tender, tender number _____ of _____ (year).

In case of submitting a tender with a subcontractor (otherwise it is cancelled):

- 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

SUBJECT OF THE CONTRACT

Article 1

The subject of this contract is the procurement of goods, the Calibration System Upgrading (hereinafter: Services), in all detail in accordance with the technical specification, the tender documents, and the accepted tender of the tenderer no. NAB.00 - ___ of ___/___/___ (dd/mm/yyyy) (hereinafter: Tender), which together form an integral part of this contract.

PRICE

Article 2

The total contract price, which includes the delivery of Goods, in accordance with the Tender Documentation and accepted Tender, amounts to _____ EUR/RSD excluding Value Added Tax.

Value added tax shall be calculated in accordance with the applicable regulations in the Republic of Serbia.

Delivery of goods means the procurement, fitting, installation and training regarding the Calibration System Upgrading.

The total price referred to in paragraph 1 of this Article is fixed and unchangeable during the performance of the Contract, and is not subject to 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.

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

METHOD OF PAYMENT

Article 3

The Purchaser shall pay to the Supplier the agreed price referred to in Article 1 of this Contract, after the entire delivery, within _____ days from the date of making the Minutes on the Final Receipt of Goods, signed by the authorized person of the Contracting Authority and receiving the correct invoice.

SECURITY INSTRUMENT

Article 4

Performance Bond

The Supplier shall, within 20 days following the date of Contract coming into force, submit to the Contracting Authority the Performance Bond issued by its Bank, which shall be irrevocable, unconditional and payable on first demand. The Performance Bond shall be issued in the amount of 10% of the total Contract value from Article 2, para 1, of the Contract, and having validity period of 30 days longer than the validity period of the contract..

If during the term of the contract changes are made in respect of the deadlines for the execution of contractual obligations, the validity of the performance bond must be extended. .

The submitted bank guarantee may not include additional payment conditions, shorter deadlines than those specified by the Contracting authority or a lesser sum than that specified by the Contracting authority.

The Contracting authority shall cash the requested security if the Supplier does not provide services in the defined scope, quality and deadlines.

Bank guarantee for defects in the warranty period

The Supplier undertakes to submit to the Contracting authority a Bank Guarantee for the removal of defects within the warranty period within 30 (thirty) days from the date of signing of the Minutes on Final Receipt and Account Delivery, which will be unconditional and payable on the first call without objection. A bank guarantee for the removal of defects within the warranty period shall be issued in the amount of 5% of the total price referred to in Article 2, paragraph 1 of this contract and shall have a validity of 30 days longer than the expiration date of the warranty period.

The submitted bank guarantee may not contain additional payment terms, shorter deadlines than those specified by the Contracting authority or lesser sum than the one specified by the Contracting authority.

OBLIGATIONS OF THE CONTRACTING AUTHORITY

Article 5

The Contractor is obliged to:

- appoint persons who will be in charge of the implementation of the subject procurement;
- establish a commission for the receipt of goods that will sign the Minutes on final acceptance on behalf of the Contracting Authority
- take the plane whose calibration system will be upgraded to the Supplier's Service Centre in Braunschweig, Germany;
- provide physical access to the installation site and all other places necessary for the proper execution of the Contract
- communicate and cooperate with the Supplier's appointed person;
- give the necessary instructions to the Supplier;
- compile and sign periodic reports on services performed and
- make payments in accordance with the provisions of this Contract;

OBLIGATIONS OF THE SUPPLIER

Article 6

The Supplier shall:

- perform the services referred to in Article 1 of this Contract professionally, in accordance with the best practices of the profession, to the standards applicable to this type of work, respect the contracted deadlines and act according to the instructions of the Contracting Authority in accordance with its tender and defined requirements from the Tender Documentation:

- deliver, install, program, connect and commissioning the goods into operation;
- test, in the presence of the Contracting Authority, the goods delivered, in order to check the functional and technical characteristics in real conditions of exploitation;
- obtain all necessary permissions and / or approvals outside the country of the Contracting Authority which are necessary for the delivery of the equipment and, at the request of the Contracting Authority, provide all the documentation necessary for obtaining the permit and approval for the import of Good, including the documentation necessary for the certification procedure in accordance with the applicable regulations governing the field of electromagnetic compatibility and essential requirements for radio equipment and telecommunications terminal equipment (Declaration of Conformity together with test reports (EMC, RiTT, safety and radio test reports of accreditation bodies);
- no later than two months before the delivery of the goods, submit export license(s) issued by the competent authority of the country of the Supplier or a statement that export licenses are not necessary with reference to the relevant applicable directives in the country of the Supplier;
- respect the applicable laws of the Republic of Serbia. Legislation includes all national laws and regulations that affect the execution of the contract and which are binding for the Supplier;
- be solely responsible for enforcing the implementation of Contract.
- carry out the training of qualified persons designated by the Contracting Authority in all according to the technical specification;
- communicate and cooperate with the authorized representatives of the Contracting Authority;
- undertake that the goods they deliver are newly manufactured, without damage, product defects and, together with supporting documentation, as a supporting unit, meet the technical and technological requirements laid down;
- - deliver financial security instruments in accordance with the provisions of the Agreement;

OPERATION AND MAINTENANCE TRAINING

Article 7

It is the obligation of the Supplier to carry out the training of professional persons designated by the Contracting Authority, all within the deadline for realization specified in the tender documentation. Professionals designated by the Contracting Authority should be trained to be able to handle the goods and systems delivered.

The Supplier is obliged to provide intensive education and training to the Contracting Authority for a period of 5 days for two participants. Training must include the acquisition of basic knowledge of the handling of goods and systems delivered.

The training plan should be based on the training plan and training program for products that are the subject of delivery.

Training will take place at Supplier's location at AFIS.

All training materials must be provided by the Supplier.

The planned training and courses will not incur additional costs for the Contracting Authority except for possible travel expenses.

RECEIPT OF GOODS

Article 8

The supplier shall install, program and connect the goods and commission the goods for operation, in the presence of the representative of the Contracting Authority, in accordance with the Tender Documentation and Bid.

After the installation, the Supplier shall test the delivered systems in the presence of the Contracting Authority in order to check the functional and technical characteristics in real terms of exploitation. Testing will be performed in accordance with the requirements of this Contract and the Tender Documents, and in accordance with the applicable regulations.

If the defects and / or malfunctions are identified by the testing, the Supplier shall, without delay, replace the defective parts, remove the malfunctions, and bring the Good to a completely correct state at their expense. After that, the test procedure is repeated.

Upon successful completion of the test, the Contracting Authority shall sign the final acceptance record.

TERMS AND PLACE OF EXECUTION

Article 9

The delivery deadline for Good on parity EXW Braunschweig is 01.09.2019.

Delivery of goods means the procurement, fitting, installation and training regarding the upgrade of the calibration system.

RECEIPT OF SERVICES AND ELIMINATION OF DEFECTS

Article 10

Should the representative of the Contracting Authority notice the shortcomings in the quality of the service provided or notices that there is a lack of conformity with the requirements from the Tender Documents and the submitted bids, he is obliged to inform the Supplier in writing thereof.

In the cases referred to in the preceding paragraph, the Contracting Authority shall have the right to request from the Supplier to remedy the defect or to perform the service again without any shortcoming.

If within a period of 10 calendar days from the date of receipt of a written request for the elimination of the defect, the Supplier does not remedy the identified defect, the Contracting Authority shall have the right to terminate the contract and activate the security referred to in Article 4 of this Agreement.

CONTRACTUAL PENALTY

Article 11

In the event of exceeding the deadline by the fault of the Supplier, the Contracting Authority shall charge the Supplier for the contractual penalty for each day of delay in the amount of 0.5% of the value of the contract, and up to 10% of the value of the total price 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 perform the delivery which is the subject of the Contract, nor exempt them from any other obligations and responsibilities under this Contract.

TERMINATION OF THE CONTRACT

Article 12

Each Contracting party may terminate the Contract if the other party fails to perform its contractual obligations in the agreed manner and within the agreed period, or in the case it conducts a fundamental breach of Contract, in the sense of the provisions of the Law on Contracts and Torts.

A party seeking to terminate the contract shall, prior to the termination, notify the other Contracting Party on the violation of a contractual obligation, state what constitutes the violation of the contractual obligation and demand correction thereof within 7 days from the receipt of the written notice.

If the contracting party responsible for terminating the contract and whose fault caused the damage, does not remedy the defects, the other contracting party is entitled to terminate the contract.

The termination of the contract has no effect on the rights and obligations of the contracting parties incurred before the termination of the contract.

The contractual parties may terminate the contract by mutual agreement in writing with the written agreement on termination of the contract, by which termination of the contractual parties shall regulate mutual rights and obligations due until the termination of the Contract.

The Supplier assumes the risk and responsibility for the equipment and installation of the goods from the date of commencement of the procurement until the signing of the Minutes on the final acceptance of goods, for damage to equipment and damage to third parties, during the delivery and / or installation of goods, except for damage incurred as a direct consequence or failure of the Contracting Authority, and is obliged to reimburse the damage at their own expense.

The Supplier is liable for damage, losses on the equipment of the Contracting Authority, as well as for the damage caused to third parties and after the signing of the Minutes on the final acceptance of goods if the damage or loss is the consequence of the actions of the Supplier, their subcontractor and other persons engaged in the execution of the contract or the damage and the loss arises as a result of an event for which the Supplier is liable.

The Supplier undertakes to compensate all losses, costs incurred in connection with loss or damage to property in the event of death or injury of a person occurring before the expiration of the Warranty Period, in cases where this is caused by an erroneous design, material used, the manufacture, the Supplier's fault and negligence or disregard of the legal obligations incurred by the fault of the Supplier or the persons he / she has engaged.

WARRANTY PERIOD

Article 13

The warranty period for the Goods from Article 1 of this contract is 12 months, counting from the date of signing the Minutes on final acceptance.

The Supplier shall at its expense repair any defects declared by the Contracting Authority within the warranty period, regardless of whether it is a repair or replacement.

The time required to repair / replace the defective part (the time from the moment of sending the defective part through the date of return of the repaired / replaced part) is 70 days. The Contracting Authority will bear all the costs of sending the damaged parts to the supplier's DAP location, while the costs of returning the repaired / replaced parts of DAP shall be borne by the Supplier to the Parity of DAP Airport "Nikola Tesla", Belgrade.

The Supplier shall not bear the costs arising from regular use and wear, poor maintenance or improper handling by the Contracting Authority's staff, as well as repairs, replacement and alteration of defective equipment by the Contracting Authority without the prior written consent of the Supplier.

FORCE MAJEURE

Article 14

The force majeure shall be deemed to be such events which arise after the entry into force of this contract, irrespective of the will of the Contracting Parties, which could not have been foreseen at

the time of signing the contract, which by their influence postpone or prevent the performance of contractual obligations.

A Contracting Party affected by a force majeure shall notify the other Contracting Party without delay, as well as of its nature, its possible duration and consequences.

A force majeure may not be claimed by the party that is in default with fulfilling its obligations

TRANSITIONAL AND FINAL PROVISIONS

Article 15

This Contract shall enter into force on the date of signature by the authorized representatives of both Contracting Parties.

The Contracting Parties agree that anything not defined in this Contract shall be subject to the provisions of the Law on Contracts and Torts of the Republic of Serbia and other positive regulations of the Republic of Serbia.

The supplier shall regard all the details of the contract as secret and confidential, except in the extent necessary to fulfil the obligations under the contract, or to comply with the applicable law. The Supplier shall not publish and authorize publicising or disclosure of any details related to the subject delivery and installation of goods, in any professional or technical publication, or anywhere else without the prior approval of the Contracting Authority.


All amendments to this contract may be made only in writing.

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.


This Contract is made in 6 (six) identical 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) in English, while the Supplier shall retain 2 (two) counterparts in English language and 1 (one) copy in Serbian language.

Serbia and Montenegro Air Traffic
Services SMATSA LLC Belgrade

FOR THE SUPPLIER


*seal and signature of the authorized
person*

DIRECTOR
Predrag Jovanović


*Name and surname of the person
authorized to sign the contract*

VIII INSTRUCTIONS FOR TENDERERS ON HOW TO COMPILE A TENDER

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

A Bidder must submit the Bid in written form.

The Tender and other documentation related to the tender must be in Serbian.

This tender documentation is made in Serbian.

(2) THE MANNER OF SUBMITTING A BID

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

The reverse side of the envelope or box must contain the name and address of the Bidder.

In case a bid is submitted by a group of bidders, it must be indicated on the envelope that it is a group of bidders and indicate the names and addresses of all participants in the joint bid.

The Bid shall be submitted to following address: Serbia and Montenegro Air Traffic Services SMATSA LLC, 10 Nikole Pašića Square, 11000 Belgrade, Republic of Serbia, bearing a visible note: **“Bid for Public Procurement of Service - Calibrating System Upgrading – PP 132/D/19 – DO NOT OPEN”**. A bid that arrives at Contracting authority’s address by 03/07/2019 by 10.00 hours shall be considered as timely bid.

Upon receipt of a specific tender, the Contracting authority shall mark the time of receipt and record the number and the date of the offer according to the order of arrival on the envelope or box in which the bid is placed. If the bid is delivered directly, the contracting authority will hand the bidder a confirmation of the receipt of the offer. In the confirmation of the receipt, the contracting authority shall indicate the date and time of receipt of the offer.

The bid that the contracting authority did not receive within the deadline set for submission of tenders, or received after the expiration of the day and the time by which the bids can be submitted, shall be deemed untimely. Upon the completion of the opening procedure, the contracting authority will return the unobstructed offer to the tenderer ineligible, with the indication that it has been submitted untimely.

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

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

IMPORTANT: A bid must contain the following elements:

1. **Form VII-1** – Tender form
2. **Form VII-16** – Tender form - Information on the Subcontractor – it is delivered if a part of the execution of the subject of the contract is entrusted to the subcontractor;
3. **Form VII-2**–Price Structure Form;
4. **Form VII-4**– Independent Bid Statement Form;
5. **Form VII-5** - Statement of compliance with applicable regulations for bidders
6. **Form VII-5a** - Statement of compliance with applicable regulations for Subcontractors – *if applicable*
7. **Form VIII** – Model contract

- 8. Evidence of compliance with the requirements for the procurement procedure, as indicated in Section III of the Tender Documents**
- 9. Training plan indicating the objectives, prerequisites and duration of the training as well as the training approaches that the trainers will apply.**

It is desirable that all documents submitted in the bid be linked in whole and sealed, so that individual sheets or attachments may not be inserted, removed, or replaced subsequently. It should not contain words entered between rows, deleted words or words written through other words, except where it is necessary for the tenderer to correct the errors he has made. In such a case, such corrections will be certified by the initials of the person or persons who have signed the bid and seal of the tenderer.

(3) LOTS

The subject public procurement is not formed in several parts (lots).

(4) BIDS WITH VARIANTS

Bids with variants are not permitted.

(5) AMENDING, SUPPLEMENTING AND RECALLING A TENDER

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

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

Bid amendment, supplement or recall is to be submitted to following address: Serbia and Montenegro Air Traffic Services SMATSA LLC, 10 Nikole Pašića Square, 11000 Belgrade, Republic of Serbia, bearing a note:

“Amendment of the Bid for public procurement – 132/D/19 - Calibrating System Upgrading – DO NOT OPEN” OR

„ Supplement of the Bid – 132/D/19 - Calibrating System Upgrading - DO NOT OPEN”

or

„ Recall of the Bid – 132/D/19 - Calibrating System Upgrading - DO NOT OPEN”

or

„ Amendment and Supplement of the Bid – 132/D/19 - Calibrating System Upgrading - DO NOT OPEN”.

The reverse side of the envelope or box must contain the name and address of the Bidder.

(6) УЧЕШЋЕ У ПОСТУПКУ

A bidder may submit only one bid.

A bidder that submits an independent bid cannot simultaneously participate as a subcontractor. In case the Bidder does not act in accordance with this instruction, each bid in which such Bidder participates shall be rejected.

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

(7) TENDER WITH SUBCONTRACTORS

If the bidder submits a tender with the subcontractor, he shall state in the Tender Form (Form VI-1a) that he shall submit the tender with the subcontractor, the percentage of the total value of the procurement that will be entrusted to the subcontractor, which may not exceed 50%, as well as the part of the procurement subject that will be executed through the subcontractor.

The Bidder in the Bid Form shall indicate the name and subcontractor's seat, if partial execution of the procurement is entrusted to the subcontractor.

If a contract on public procurement is signed between the Contracting authority and the bidder who submits tender with subcontractor, the subcontractor shall be named in the contract on public

procurement.

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

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

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

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

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

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

(8) JOINT BID

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

(9) METHOD OF PAYMENT, WARRANTY PERIOD AND OTHER TERMS DETERMINING THE ELIGIBILITY OF THE TENDER

9.1 Method of payment

The total price will be paid after the entire delivery, within the time period specified by the Bidder in the Tender Form (may not be shorter than 15 or longer than 45 days) - Form V-1, and after the submission of the correct invoices and the Final Receipt Record signed by the authorized person of the Contracting Authority.

Delivery of goods means the procurement, fitting, installation and training regarding the upgrade of the calibration system.

9.2 Contract Delivery Deadline

The deadline for delivering of goods is 01.09.2019.

The time required to repair / replace the defective part (the time from the moment of sending the defective part through the date of return of the repaired / replaced part) is 70 days. The Contracting Authority will bear all the costs of sending the damaged parts to the supplier's DAP location, while the costs of returning the repaired / replaced parts of DAP shall be borne by the Supplier to the Parity of DAP Airport "Nikola Tesla", Belgrade.

9.3 Bid Validity Period

The validity period of the offer may not be shorter than 60 days from the day of opening the bids. In case of expiration of the validity period, the Contracting Authority is obliged to request the bidder in writing to extend the validity period of the tender. A bidder who accepts a request to extend the validity period of a bid may not alter the bid.

9.4 Warranty period

The warranty period is entered by the Bidder and may not be shorter than 12 months from the date of signing the Final Receipt Record.

(10) CURRENCY AND MANNER IN WHICH THE BID PRICE MUST BE STATED AND EXPRESSED IN THE BID

The bidder shall express the offered price in RSD or EUR with or without VAT paid and calculated in the Republic of Serbia where the value added tax will be calculated in accordance with the regulations in force in the Republic of Serbia.

If the bidder quotes the price in a foreign currency (euro), in this case, the official middle exchange rate of the National Bank of Serbia will be used for the conversion into dinars, on the day when the opening of bids started.

DOMESTIC BIDDER expresses the price of goods with all costs, in dinars without and with value added tax in the Republic of Serbia

FOREIGN BIDDER expresses the price of goods without value added tax in the Republic of Serbia. The total cost of the foreign bidders includes all costs related to taxes, fees, license fees and similar fees payable outside the country of the Contracting Authority. The price does not include customs duties and taxes payable in the Republic of Serbia. The Contracting Authority will bear the costs of customs clearance and value added tax payable in the Republic of Serbia.

Price is one of the elements of the contract that is the subject of negotiation. After the negotiations, the price will be fixed and will not be subject to change during the duration of the contract.

If an abnormally low price is quoted, the contracting authority will act in accordance with Article 92 of the PPL.

(11) SECURITY INSTRUMENTS FOR CONTRACT PERFORMANCE OF THE BIDDER

Performance Bond

The Supplier is obliged to submit to the Contracting Authority a performance bond within 20 (twenty) days from the date the contract enters into force, which will be unconditional and payable on the first call. A performance bond is issued in the amount of 10% of the contracted value referred to in Article 2, paragraph 1 of the contract, and with a validity period of 30 days longer than the validity of the contract.

If the time limits for the execution of a contractual obligation change during the contract term, the validity of the performance bond must be extended.

The submitted bank guarantee may not contain additional payment terms, shorter deadlines than those specified by the Contracting Authority or lesser sum than the one specified by the Contracting Authority.

The Contracting Authority will cash the requested security instrument if the Supplier does not provide services in the defined scope, quality and deadlines.

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

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

(13) MANNER OF OBTAINING TECHNICAL DOCUMENTS AND PLANS IE ITS

CERTAIN ELEMENTS

Not applicable.

(14) ADDITIONAL INFORMATION, EXPLANATIONS AND COMMUNICATION

Communication is conducted in a public procurement procedure in writing, i.e. by post, by e-mail or by fax, in accordance with Article 20 of the Public Procurement Law.

Interested parties may, in writing, request additional information or clarification from the contracting authority regarding the preparation of the tender, whereby they can indicate to the contracting authority and to the identified deficiencies and irregularities in the tender documentation, no later than five days before the expiration of the deadline for submission of bids, via electronic mail: e-mail: tender@smatsa.rs, working days (Monday-Friday) in the period from 07:30 to 15:30. An application for clarification received after the specified time or during the weekend / non-working day will be recorded as received on the first following working day. All requests for additional information, clarifications and communication must be marked with the name of the public procurement for which the request is submitted, e.g. "Request for additional information for JN 132 / D / 19."

The contracting authority will publish a reply at the Public Procurement Portal (<http://portal.ujn.gov.rs>) and on its website (www.smatsa.rs) within 3 days after receiving the request. **Bidders are advised to follow all notices, clarifications and changes published on these pages.** Seeking additional information and clarification by phone is not allowed.

(15) ADDITIONAL EXPLANATIONS FOLLOWING BID OPENING

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

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

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

(16) USE OF PATENTS AND RESPONSIBILITY FOR VIOLATING THE PROTECTED INTELLECTUAL PROPERTY RIGHTS OF THIRD PERSONS

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

(17) SUBMITTING A REQUEST FOR PROTECTION OF RIGHTS WITH A DETAILED INSTRUCTION ON THE CONTENT OF A CORRECT REQUEST

The request for protection of the rights can be submitted by the person referred to in Article 148 of the Public Procurement Law, in accordance with the provisions of the Public Procurement Law regulating the procedure for protecting the rights of bidders (Articles 148-159 of the Public Procurement Law).

The request for protection of the rights shall be submitted to the contracting authority, and the copy shall be simultaneously submitted to the Republic Commission. The request for protection of rights is submitted

directly, by e-mail to e-mail address: tender@smatsa.rs or by registered mail with a return receipt.

The request for the protection of rights is sent by e-mail to working days (Monday to Friday) from 08:00 to 16:00. A request for the protection of rights received after the specified time or during the weekend / non-working day will be recorded as received on the first following working day.

A request for the protection of rights may be filed during the entire public procurement procedure, against any act of the contracting authority, unless otherwise provided by the Law. On the submitted request for protection of the rights the contracting authority informs all participants in the public procurement procedure, or publishes a notice on the submitted request at the Public Procurement

Portal (<http://portal.ujn.gov.rs>) and its website (www.smatsa.rs), no later than 2 days from the date of receipt of the request.

17.1 Deadline for submission of the Request for Protection of Rights

In a case where a request for protection of rights is submitted to dispute the type of procedure or the contents of the notice to tender or the Tender Documents, the request shall be deemed timely if it is received by the Contracting authority at least 7 days prior to expiry of the deadline, regardless of the manner in which it is delivered and if the claimant of the request pointed out to the Contracting Authority some possible deficiencies and irregularities, as per Article 63, paragraph 2 and Contracting Authority fails to act accordingly.

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

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

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

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

17.2 Obligatory elements of the Request for the protection of rights

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

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

17.3 Tax for the protection of rights

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

17.4 Instructions for tax payment from the Republic of Serbia

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

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

- (1) is issued by the bank and has the stamp of the bank;
- (2) presents evidence that the fee is paid, meaning the confirmation must contain the information that the payment order, i.e. wire transfer order has been completed as well as date on which it has been completed.
- (3) the amount of the tax having been paid;
- (4) the budget account no. 840-30678845-06;
- (5) payment code: 153 or 253;
- (6) reference no.: PP 132/D/19
- (7) the purpose of the payment: request for protection of rights tax; SERBIA AND MONTENEGRO AIR TRAFFIC SERVICES SMATSA LLC; PP 132/D/18 - Calibrating System Upgrading;
- (8) recipient: Budget of Republic of Serbia;
- (9) name of the claimant submitting the request for protection of rights to which payment refers;
- (10) contains signature of the authorized person from the bank;

2. The first copy of the payment order verified by signature of the authorized person and stamp of the bank or post office, containing all other elements of proof of completed payment of the tax as stated in the previous point 1.
3. Confirmation issued by Republic of Serbia, Ministry of Finance, Treasury, verified by signature and stamp containing all the elements of proof of completed payment of the tax as stated in the previous point 1., except those stated under (1) and (10) for claimants that have open account within consolidated Treasury account, managed by Treasury (beneficiaries of budget, beneficiaries of the assets of organizations for compulsory social security and beneficiaries of other public assets);
4. Confirmation issued by National Bank of Serbia, containing all the elements of proof of completed payment of the tax as stated under previous point 1., for claimants (banks and other subjects) that have an account with National Bank of Serbia in accordance with the law and other regulations.

17.5 Instructions for tax payment from abroad

Taxes for submitting the requests for protection of rights can be paid from abroad to the foreign currency account of Ministry of Finance – Treasury.

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

SWIFT CODE: NBSRRSBGXXX

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

IBAN: RS 35908500103019323073

NOTE: It is also necessary to state the following payment information - "details of the payment" (FIELD 70: DETAILS OF PAYMENT): the number in the public procurement procedure to which the request for protection of right relates and the name of the Contracting Authority in the public procurement procedure - SERBIA AND MONTENEGRO AIR TRAFFIC SERVICES SMATSA LLC PP Service enhancement OMSN device 1660SM, 1650SM-C and monitoring system 1353 NMS with maintenance support. Detailed instructions for payment of fees, as well as examples of duly filled out payment order forms or transfer orders can be found at the e-mail address:

<http://www.kjn.gov.rs/ci/uputstvo-o-uplati-republicke-administrativne-takse.html>

(18) CONTRACTING

The Contracting Authority is obliged to conclude a public procurement contract in accordance with the agreed model of the contract in the negotiation procedure and submit it for signature to the bidder to whom the contract was awarded, within eight days from the expiration of the deadline for submitting a request for protection of rights.

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

(19) BID ELIMINATION

The Tenderer is expected to review all documents, carefully study all instructions, forms, terms and the technical part of the Tender Documents, and act accordingly.

The Contracting authority shall eliminate a bid, if:

- 1) it is untimely;
- 2) contains major omissions, i.e.:
 - a. the Tenderer fails to prove that he meets all mandatory requirements for participation in the procurement procedure;
 - b. it fails to prove that he meets all additional requirements (where applicable);
 - c. the bidder failed to submit the requested means of security (where applicable);
 - d. the offered bid validity period is shorter than that prescribed by law;
 - e. it contains other omissions which make it impossible to ascertain the actual contents of

the bid, or make it impossible to compare the bid with others;

3) it does not comply with the technical specifications;

4) it limits The Contracting authority's rights;

5) it sets conditions for the Contracting authority's rights;

6) it limits obligations of the bidder.

7) it exceeds the estimated value of the public procurement.

The contracting authority may award the contract to the tenderer whose offer contains the offered price higher than the estimated value of the public procurement if it is not higher than the comparable market price and if the offered prices in all appropriate tenders exceed the estimated value of the public procurement.

¹⁵ The model agreement is provided in Chapter VIII of the tender documentation.