

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

Reference number:
NAB.00-76/139 dated
19/08/2019



TENDER DOCUMENTS

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

Spare parts for anemometers of the MIDAS IV Vaisala system

(Public Procurement 159/D/19)

BID SUBMISSION DEADLINE:	09/09/2019, until 02:00 p.m. (CEST)
BID OPENING:	09/09/2019, at 02:10 p.m. (CEST)
NEGOTIATING:	09/09/2019, at 02:20 p.m. (CEST)

Pursuant to Article 36 para.1 point 2), Article 61 of the Public Procurement Law (“Official gazette of Republic of Serbia”, No. 124/12, 14/15 and 68/15) and Article 5 of Decree on the mandatory elements of the tender documents in public procurement, and the manner of proving eligibility Law (“Official gazette of Republic of Serbia”, No. 86/15) and based on the positive opinion of the Public Procurement Office no. 404-02-3612/19 dated 07/08/2019., Decision on Initiating Public Procurement Procedure PP 159/D/19 no. NAB.00-76/133 dated 19/08/2019 and the Decision on Establishing the Public Procurement Committee PP 159/D/19 no. NAB.00-76/134 dated 19/08/2019 the following has been compiled:

TENDER DOCUMENTS
in a negotiated procedure without invitation to bid for - Spare parts for anemometers of the MIDAS IV Vaisala system - PP159/D/19

Tender documents include the following elements:

I GENERAL INFORMATION ON THE PUBLIC PROCUREMENT	3
II TECHNICAL SPECIFICATION	5
III REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE SET IN ARTICLE 75 OF THE LAW AND INSTRUCTIONS FOR PROVING FULFILLMENT OF THOSE REQUIREMENTS.....	6
INSTRUCTIONS FOR PROVING FULFILMENT OF THE REQUIREMENTS:.....	7
IV CRITERIA FOR CONTRACT AWARD.....	8
V BID ELEMENTS THAT ARE SUBJECT TO NEGOTIATIONS AND THE DESCRIPTION OF THE NEGOTIATING PROCEDURE.....	9
VI FORMS REPRESENTING AN INTEGRAL PART OF THE BID	10
BID-PREPARATION EXPENSE FORM	18
DECLARATION OF INDEPENDENT BID	19
BIDDER`S STATEMENT FORM ON PROVING FULFILLMENT OF THE MANDATORY REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE – ARTICLE 75 OF THE LAW	20
SUBCONTRACTOR`S STATEMENT FORM ON PROVING FULFILLMENT OF THE MANDATORY REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE – ARTICLE 75 OF THE LAW.....	21
VII MODEL CONTRACT.....	22
VIII INSTRUCTIONS TO BIDDERS ON HOW TO COMPILE A BID.....	28

I GENERAL INFORMATION ON THE PUBLIC PROCUREMENT

GENERAL INFORMATION ON CONTRACTING AUTHORITY

Name of Contracting Authority:	Serbia and Montenegro Air Traffic Services SMATSA Llc	
Address:	Trg Nikole Pašića 10 11000 Belgrade Republic of Serbia	
Web page:	www.smatsa.rs	
Type of public procurement procedure:	Negotiated procedure without invitation to bid	
Justification for application of negotiated procedure:	<p>Vaisala is a manufacturer of the following systems in operational work with Contracting Authority:</p> <ul style="list-style-type: none">• MIDAS IV system by contract NAB.00-76 / 8 dated 19.01.2010. and• system of visibilimeters and ceilometers (meteorological sensors) FS11 / FS11P and CL31 under contract NAB.00-76 / 28 dated 25.03.2014. <p>In the statement on exclusive rights NAB.00-76 / 119 dated 05.08.2019. it is stated that as the sole manufacturer of MIDAS IV systems and meteorological sensors, Vaisala is the only entity that can manufacture and supply appropriate spare parts to ensure their compatibility with existing systems. Engagment of any other legal entity for the delivery of spare parts would be impracticable and would preclude the use of the Vaisala system.</p> <p>Bearing in mind that subject spare parts can only be manufactured and delivered by the system manufacturer for the following reasons:</p> <ul style="list-style-type: none">• compatibility of spare parts with the existing system;• specificity of the technical characteristics and design of the system as a whole and• Exclusive spare part rights for the specified system. <p>The Contracting Authority had obtained a positive opinion no. 404-02-3612/19 dated 07/08/2019, from the Public Procurement Office, whereby the preconditions for execution of a negotiated procedure without publication of an invitation to submit a bid, had been met</p>	
Type of procurement by sort:	Goods	
Type of contract:	<input type="checkbox"/> Public Procurement Contact	<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 the Subject: ADDITIONAL EXPLANATION OF TENDER DOCUMENTS FOR PP 159/D/19.	

INFORMATION ON THE PUBLIC PROCUREMENT SUBJECT MATTER

Description of the public procurement subject matter:	Spare parts for anemometers of the MIDAS IV Vaisala system Detailed description of the same has been provided in the Technical Specification – Section II
Name and code in the Common Procurement Vocabulary:	38121000, anemometers

II TECHNICAL SPECIFICATION

<i>P.6.</i>	<i>Module</i>	<i>Description</i>	<i>Nomenclature</i>	<i>Quantity</i>
1.	WT501 Wind Transmitter	WT501 Transmitter with (or compatible with) SW Version 1.20, applicable with Vaisala Avimet software including connectors and User`s Guide	WT501	2

III REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE SET IN ARTICLE 75 OF THE LAW AND INSTRUCTIONS FOR PROVING FULFILLMENT OF THOSE REQUIREMENTS

MANDATORY REQUIREMENTS

The right to participate in the subject public procurement has a Bidder fulfilling the mandatory requirements for participation in the same set forth in the Article 75 of the Public Procurement Law ("The Official Gazette of the Republic of Serbia", No. 124/12, 14/15 and 68/15, hereinafter: the Law). The fulfillment of **mandatory requirements** for participation in the subject public procurement procedure, the Bidder shall prove in the following manner:

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

ADDITIONAL REQUIREMENTS

There are no additional requirements for participation in the subject Public Procurement procedure.

INSTRUCTIONS FOR PROVING FULFILMENT OF THE REQUIREMENTS:

- A. Fulfilment of the **mandatory requirements** for participation in the subject Public Procurement procedure, as defined in the Table for the mandatory requirements under numbers 1, 2, 3 and 4, in accordance with Article 77, paragraph 4 of the Law, the Bidder proves by submitting its **STATEMENT** (*Form 5. in the Section VI of the Tender Documents*), given under criminal and material liability, in which the Bidder confirms that it fulfills requirements for participation in the Public Procurement from Article 75, paragraph 1, points from 1) to 4) and Article 75, paragraph 2 of the Law, defined in these Tender Documents.
- B. **If a Bidder submits Bid with a Subcontractor**, than, in accordance with Article 80 of the Law, subcontractor must fulfill mandatory requirements from Article 75, paragraph 1, points from 1) to 4) of the Law. In this case, the Bidder shall submit for Subcontractor **SUBCONTRACTOR'S STATEMENT** (*Form 5a. in the Section VI of the Tender Documents*), signed by Subcontractor's authorised person and certified by the seal.
- C. **Requirements for a Group of Bidders - Not applicable in this Public Procurement procedure.**
- D. The Bidder shall inform the Contracting Authority, in writing and without delay, of any change concerning fulfillment of the requirements for participation in the 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.
- E. The Contracting Authority may, before issuing a decision on Contract award, demand from the Bidder, whose Bid was evaluated as the most advantageous, to present the copy of the requirements fulfillment evidence and may also request original documents for inspection, or certified copies of all or some of the requirements fulfillment evidence. If the Bidder fails to present requested evidence within the given adequate deadline, which may not be less than five days, the Contracting Authority shall refuse its Bid as unacceptable.
- F. The Bidder is not obligated to provide evidence which is publicly available on the internet websites of the competent authorities. The Contracting Authority shall not reject a Bid as unacceptable if it does not contain evidence required in the Tender Documents, provided that the Bidder has indicated in its Bid the webpage where the sought information is publicly available in the Serbian language.
- G. Where the requirements fulfillment evidence is an electronic document, the Bidder shall supply a hard copy of the electronic document, in accordance with the law governing electronic documents.
- H. If the country where the Bidder's principal address is located does not issue the evidence from this Section, the Bidder may, instead of the evidence indicated, submit its own written statement, given under criminal and material liability, certified/notarized by a court or administrative authority, notary public or other competent authority of that country.
- I. If the Bidder's principal address is in another country, the Contracting Authority may verify whether the documents provided by the Bidder proving fulfillment of 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 offered price in dinars (RSD), excluding VAT in the Republic of Serbia, stated in the Bid Form, shall be taken into consideration.

In case the price is stated in euros (EUR), the conversion into RSD counter value shall be made by applying the official middle exchange rate of the National Bank of Serbia applicable on the Bid opening date.

(2) CRITERION FOR CONTRACT AWARD WHEN MULTIPLE BIDDERS OFFER THE SAME PRICE

Not applicable in the subject Public Procurement procedure, which is carried out as a negotiated procedure without invitation to Bid with one Bidder.

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

The Contract element that is subject to negotiations is the total price of the goods without the corresponding taxes;

Only the Public Procurement Committee members, on behalf of the Contracting Authority, and the authorized representatives of the Bidder can participate in the negotiating procedure.

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

If the Contracting Authority determines during the Bid Opening Procedure that the Bidder has submitted all required evidence and confirmations with its Bid, this Bidder shall be invited to participate in the negotiating procedure that will commence on **09/09/2019, at 02:20 p.m.** at the Contracting Authority's premises, at Trg Nikole Pašića 10, Belgrade, Republic of Serbia.

The negotiating procedure shall be carried out in one round, in which the Bidder shall submit the Final Bid Form - Form VI-1-1 and the Final Price Structure Form - Form VI -2-1, in which it will enter its final price, in relation to the price stated in the main Bid submitted in the Public Procurement negotiating procedure PP 159/D/19.

If the Bidder's authorised representative does not attend the negotiating procedure, the final price from the negotiating procedure PP 159/D/19 shall be considered the price stated in the submitted Bid Form.

The Contracting Authority shall ensure that the offered price is not higher than the comparable market price, and shall check the quality of the Public Procurement subject with due diligence. During the negotiating procedure, the Bidder cannot offer terms that are less favourable than those offered in the Bid.

The negotiating procedure and its result shall be noted and evidenced in special Minutes on Negotiating Procedure, which shall be signed by the representatives of both the Contracting Authority and the Bidder. **The Bidder is obliged to submit the amended Forms (Bid Form and Price Structure Form) in accordance with the elements agreed upon in the negotiating procedure.**

Upon completion of the negotiating procedure, the Contracting Authority shall conduct an expert evaluation of the submitted Bid, during which a close examination of accuracy and validity of the submitted evidence and documents shall be carried out. If the expert evaluation shows that a Bid possesses some of the essential deficiencies as per Article 106 of the Law, the Contracting Authority shall reject such a Bid even though the Bidder has previously participated in the negotiating procedure.

VI FORMS REPRESENTING AN INTEGRAL PART OF THE BID

- 1) Bid Form (Form VI – 1);
Final Bid Form (Form VI - 1 - 1);
- 2) Price Structure Form, with instruction for filling (Form VI – 2);
Final Price Structure Form, with instruction for filling (Form VI – 2 – 1);
- 3) Bid-Preparation Expense Form (Form VI – 3) – *if applicable*;
- 4) Declaration of Independent Bid (Form VI -4);
- 5) Bidder's Statement Form on proving fulfillment of the requirements for participation in the public procurement procedure - Article 75 of the Public Procurement Law, as set in the Tender Documents (Form VI – 5);
- 6) Subcontractor's Statement Form on proving fulfillment of the requirements for participation in the public procurement procedure - Article 75 of the Public Procurement Law, as set in the Tender Documents (Form VI-5a) – *if applicable*.

BID FORM ¹

Contract title : Spare parts for anemometers of the MIDAS IV Vaisala system– 159/D/19

For: Serbia and Montenegro Air Traffic Services SMATSA Llc Belgrade, Trg Nikole Pašića 10, Belgrade, Serbia

As per Invitation to Tender for Spare parts for anemometers of the MIDAS IV Vaisala system(PP 159/D/19) we submit our Bid as follows:

independently with subcontractor(s)
(please tick ✓ the applicable field)

I BIDDER'S IDENTIFICATION DATA

Business name or short name from relevant register:	
Registered address:	
Bidder's registration number:	
Bidder's tax identification number:	
Contact person:	
Contact person's e-mail address:	
Telephone number	
Person authorized for contract signature :	
Account number and name of the Bidder's bank:	
Category of legal entities according to size in accordance with Article 6 of the Law on Accounting of the Republic of Serbia	<input type="checkbox"/> Micro ² <input type="checkbox"/> Medium ⁴ <input type="checkbox"/> Small ³ <input type="checkbox"/> Big ⁵

The currency in which all the prices in our bid are expressed is:

RSD EUR
(please tick ✓ the applicable field)

¹ The Form must be filled in, certified by company stamp and signed by an authorized person of the Bidder, by which the Bidder confirms that the data provided in the Bid Form are accurate.

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

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 EUR 8,800,000 in RSD, iii) average value of operating assets (calculated as the arithmetic mean value at the beginning and at the end of the business year) EUR 4,400,000 in RSD.

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 EUR 35,000,000 in RSD, iii) average value of operating assets (calculated as the arithmetic mean value at the beginning and end of the business year) EUR 17,500,000 in RSD.

⁵ Legal entities that exceed two criteria from the footnote 4.

II BID ELEMENTS

Bid validity period <i>(not less than 60 days)</i>	<input type="text"/> days from the date of Bid opening
Total price	<input type="text"/> including VAT in the Republic of Serbia. <input type="text"/> excluding VAT in the Republic of Serbia. The price includes all costs related to the realization of the subject public procurement, the delivery, in accordance with INCOTERMS 2010, as well as all costs related to taxes, fees, license fees and similar charges payable outside the country of the Contracting Authority.
Method of payment	The payment shall be made upon complete delivery of goods, within <input type="text"/> days from the date the Contracting Authority has received, at its registered address, the correct invoices in the amount of the payment as well as the Minutes on the Quantitative Acceptance, signed by the authorized representatives of the Contracting Authority.
Delivery deadline <i>(not exceeding 60 days)</i>	<input type="text"/> months as from the date of the Contract entry into force.
Warranty period <i>(not shorter than 24 months)</i>	<input type="text"/> months as from the date of the Minutes on the Quantitative Acceptance signature by the authorized representatives of the Contracting Authority.

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

Place and date:

Bidder: stamp and signature

FINAL BID FORM ¹

Contract title Spare parts for anemometers of the MIDAS IV Vaisala system – 159/D/19

For: Serbia and Montenegro Air Traffic Services SMATSA Llc Belgrade, Trg Nikole Pašića 10, Belgrade, Serbia

As per Invitation to Tender for Spare parts for anemometers of the MIDAS IV Vaisala system(PP 159/D/19) we submit our Bid as follows:

independently with subcontractor(s)
(please tick ✓ the applicable field)

I BIDDER'S IDENTIFICATION DATA

Business name or short name from relevant register:	
Registered address:	
Bidder's registration number:	
Bidder's tax identification number:	
Contact person:	
Contact person's e-mail address:	
Telephone number:	
Person authorized for contract signature :	
Account number and name of Bidder's bank:	
Category of legal entities according to size in accordance with Article 6 of the Law on Accounting of the Republic of Serbia	<input type="checkbox"/> Micro ² <input type="checkbox"/> Medium ⁴ <input type="checkbox"/> Small ³ <input type="checkbox"/> Big ⁵

The currency in which all the prices in our bid are expressed is:

RSD EUR
(please tick ✓ the applicable field)

¹ The Form must be filled in, certified by company stamp and signed by an authorized person of the Bidder, by which the Bidder confirms that the data provided in the Bid Form are accurate.

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

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 EUR 8,800,000 in RSD, iii) average value of operating assets (calculated as the arithmetic mean value at the beginning and at the end of the business year) EUR 4,400,000 in RSD.

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 EUR 35,000,000 in RSD, iii) average value of operating assets (calculated as the arithmetic mean value at the beginning and end of the business year) EUR 17,500,000 in RSD.

⁵ Legal entities that exceed two criteria from the footnote 4.

II BID ELEMENTS

Bid validity period <i>(not less than 60 days)</i>	_____ days from the date of Bid opening
Total price	_____ including VAT in the Republic of Serbia. _____ excluding VAT in the Republic of Serbia. The price includes all costs related to the realization of the subject public procurement, the delivery, in accordance with INCOTERMS 2010, as well as all costs related to taxes, fees, license fees and similar charges payable outside the country of the Contracting Authority.
Method of payment	The payment shall be made upon complete delivery of goods, within _____ days from the date the Contracting Authority has received, at its registered address, the correct invoices in the amount of the payment as well as the Minutes on the Quantitative Acceptance, signed by the authorized representatives of the Contracting Authority.
Delivery deadline <i>(not exceeding 60 days)</i>	_____ months as from the date of the Contract entry into force.
Warranty period <i>(not shorter than 24 months)</i>	_____ months as from the date of the Minutes on the Quantitative Acceptance signature by the authorized representatives of the Contracting Authority.

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

Place and date:

Bidder: stamp and signature

BID FORM – SUBCONTRACTOR’S IDENTIFICATION FORM ⁶

Business name or name from relevant register:	
Registered address:	
Bidder’s registration number:	
Bidder’s tax identification number:	
Contact person:	
Contact person’s e-mail address:	
Telephone number:	

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

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

Place and date:

Bidder: stamp and signature

Place and date:

Subcontractor: stamp and signature

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

PRICE STRUCTURE FORM, WITH INSTRUCTION FOR FILLING²

The currency in which our bid are expressed is:

RSD EUR
(please tick ✓ the applicable field)

Description	Measure Unit	Quantity	Unit price excluding VAT	Unit price including VAT	Total price excluding VAT	Total price including VAT
1	2	3	4	5	6	7
WT501 Wind Transmitter	pieces	2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
TOTAL:					<input type="text"/>	<input type="text"/>

Place and date: _____

Bidder: stamp and signature _____

Instruction for filling the Price Structure Form:

The Bidder shall fill-in the Price Structure Form in the following manner:

- In column 4, fill-in the unit price excluding VAT paid and calculated in the Republic of Serbia, for the requested item of the public procurement;
- In column 5, fill-in the unit price including VAT paid and calculated in the Republic of Serbia, for the requested item of the public procurement;
- in column 6, fill-in the total price excluding VAT paid and accounted in the Republic of Serbia for each requested item of the public procurement by multiplying the unit price excluding VAT (indicated in column 4) with the requested quantities (which are listed in column 3); Finally, enter the total price excluding VAT.
- In column 7, fill-in the total price including VAT paid and accounted in the Republic of Serbia for the requested item of the public procurement by multiplying the unit price including VAT (indicated in column 5) with the requested quantities (indicated in column 3); Finally, enter the total price of the subject of this public procurement including VAT.
- The total offered price is to be entered in the Bid Form - Form VI-1.
- In case the foreign Bidder is appointed with a tax representative in the Republic of Serbia, it shall be obliged to fill-in in the Price Structure Form the total offered price including and excluding VAT in the Republic of Serbia. In case the foreign Bidder is not appointed with a tax representative in the Republic of Serbia, it shall be obliged to fill-in in the Price Structure Form the total offered price excluding VAT in the Republic of Serbia;

⁷ An acceptable Bid must contain prices for all fields as indicated in the table. If there is a discrepancy between the unit price and the total price, the unit price will be considered as correct and total values shall be amended accordingly.

FINAL PRICE STRUCTURE FORM, WITH INSTRUCTION FOR FILLING³

The currency in which our bid are expressed is:

RSD
(please thick ✓ the applicable field)

EUR

Description	Measure Unit	Quantity	Unit price excluding VAT	Unit price including VAT	Total price excluding VAT	Total price including VAT
1	2	3	4	5	6	7
WT501 Wind Transmitter	pieces	2	_____	_____	_____	_____
TOTAL:					_____	_____

Place and date:

Bidder: stamp and signature

Instruction for filling the Price Structure Form:

The Bidder shall fill-in the Price Structure Form in the following manner:

- In column 4, fill-in the unit price excluding VAT paid and calculated in the Republic of Serbia, for the requested item of the public procurement;
- In column 5, fill-in the unit price including VAT paid and calculated in the Republic of Serbia, for the requested item of the public procurement;
- in column 6, fill-in the total price excluding VAT paid and accounted in the Republic of Serbia for each requested item of the public procurement by multiplying the unit price excluding VAT (indicated in column 4) with the requested quantities (which are listed in column 3); Finally, enter the total price excluding VAT.
- In column 7, fill-in the total price including VAT paid and accounted in the Republic of Serbia for the requested item of the public procurement by multiplying the unit price including VAT (indicated in column 5) with the requested quantities (indicated in column 3); Finally, enter the total price of the subject of this public procurement including VAT.
- The total offered price is to be entered in the Bid Form - Form VI-1.
- In case the foreign Bidder is appointed with a tax representative in the Republic of Serbia, it shall be obliged to fill-in in the Price Structure Form the total offered price including and excluding VAT in the Republic of Serbia. In case the foreign Bidder is not appointed with a tax representative in the Republic of Serbia, it shall be obliged to fill-in in the Price Structure Form the total offered price excluding VAT in the Republic of Serbia;

⁷ An acceptable Bid must contain prices for all fields as indicated in the table. If there is a discrepancy between the unit price and the total price, the unit price will be considered as correct and total values shall be amended accordingly.

BID-PREPARATION EXPENSE FORM

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 [redacted] [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

DECLARATION OF INDEPENDENT BID

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 address and registration number of the Bidder)

hereby makes the following:

DECLARATION OF INDEPENDENT BID

Under full material and criminal liability I confirm that the Bid under the Public Procurement Procedure no. 159/D/19 – Spare parts for anemometers of the MIDAS IV Vaisala system, has been submitted independently, without any agreement made with any 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 specified in Article 82, paragraph 1, item 2) of the Law.*

**BIDDER`S STATEMENT FORM ON PROVING FULFILLMENT OF THE MANDATORY
REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE –
ARTICLE 75 OF THE LAW**

As per Article 77, paragraph 4 of the Public Procurement Law ("The Official Gazette of the Republic of Serbia" no. 124/12, 14/15 and 68/15, hereinafter referred to as: the Law), under full material and criminal liability, as the representative of the Bidder, I make the following:

**STATEMENT ON FULFILLMENT OF THE MANDATORY REQUIREMENTS FOR
PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE – ARTICLE 75 OF THE LAW**

Bidder:

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

participating in the Public Procurement Procedure no. 159/D/19 – Spare parts for anemometers of the MIDAS IV Vaisala system, fulfills all the requirements as specified in Article 75 of the Law, i.e. the requirements specified in the Tender Documents for this public procurement, as follows:

- 1) the Bidder is registered with the competent authority, i.e. entered in the appropriate register (Article 75, paragraph 1, item 1) of the Law);
- 2) neither the Bidder nor its legal representative have been convicted for any criminal acts as members of an organized criminal group, for any commercial criminal offences, for any criminal offences against the environment, for criminal offence of receiving or giving bribe, or criminal offence of fraud (Article 75, paragraph 1, item 2) of the Law);
- 3) the Bidder has paid due taxes, contributions and other forms of public charges in accordance with the regulations of the Republic of Serbia or the foreign country where its registered office is located (Article 75, paragraph 1, item 4) of the Law);
- 4) the Bidder has adhered to the obligations pertaining to the applicable regulations concerning safety at work, employment policy and working conditions and protection of the environment, and has not been issued a ban on performing the activity, in force at the time of the submission of the Bid for this Public Procurement (Article 75, paragraph 2 of the Law).

Place and date:

Bidder: stamp and signature

**SUBCONTRACTOR`S STATEMENT FORM ON PROVING FULFILLMENT OF THE
MANDATORY REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT
PROCEDURE – ARTICLE 75 OF THE LAW**

As per Article 77, paragraph 4 of the Public Procurement Law ("The Official Gazette of the Republic of Serbia" no. 124/12, 14/15 and 68/15, hereinafter referred to as: the Law), under full material and criminal liability, as the representative of the Subcontractor, I make the following:

**STATEMENT ON FULFILLMENT OF THE MANDATORY REQUIREMENTS FOR
PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE – ARTICLE 75 OF THE LAW**
Subcontractor:

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

participating in the Public Procurement Procedure no. 159/D/19 - Spare parts for anemometers of the MIDAS IV Vaisala system, fulfills all the requirements as specified in Article 75 of the Law, i.e. the requirements specified in the Tender Documents for this public procurement, as follows:

- 1) the Subcontractor is registered with the competent authority, i.e. entered in the appropriate register (Article 75, paragraph 1, item 1) of the Law);
- 2) neither the Subcontractor nor its legal representative have been convicted for any criminal acts as members of an organized criminal group, for any commercial criminal offences, for any criminal offences against the environment, for criminal offence of receiving or giving bribe, or criminal offence of fraud (Article 75, paragraph 1, item 2) of the Law);
- 3) the Subcontractor has paid due taxes, contributions and other forms of public charges in accordance with the regulations of the Republic of Serbia (or the foreign country where its registered office is located) (Article 75, paragraph 1, item 4) of the Law);
- 4) the Subcontractor has adhered to the obligations pertaining to the applicable regulations concerning safety at work, employment policy and working conditions and protection of the environment, and has not been issued a ban on performing the activity, in force at the time of the submission of the Bid for this Public Procurement (Article 75, paragraph 2 of the Law).

Place and date:

Subcontractor: stamp and
signature

Remark:

If the Bidder is submitting a Joint Bid with a Subcontractor, this Statement must be signed and stamped by the authorized representative of each Subcontractor. Copy the form in sufficient number of copies and submit it for each Subcontractor.

VII MODEL CONTRACT

Remark: This Model Contract represents the content of the contract which shall be concluded with the selected Bidder.

The Bidder must **fill in, stamp and sign** the submitted Model Contract, **wherby the Bidder shall confirm that it accepts the elements of the Model Contract.** In the event of a Joint Bid and a Joint Bid with a Subcontractor, all Bidders in the group of Bidders as well as all Subcontractors must be listed in the Model Contract.

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

SERBIA AND MONTENEGRO AIR TRAFFIC SERVICES SMATSA Lic, Trg Nikole Pašića 10, TIN: 103170161, registration number: 17520407, represented by Mr Predrag Jovanović, CEO (hereinafter referred to as: the Contracting Authority) on one side

AND

(hereinafter referred to as: the Supplier) (write in the name of the Supplier, registered address, TIN, registration number, full name and position of the authorized person) on the other side

1. _____
2. _____
3. _____

(other Bidders in the group of Bidders)

have concluded,

PUBLIC PROCUREMENT CONTRACT no.159/D/19
Spare parts for anemometers of the MIDAS IV Vaisala system

The Contracting Parties agree on the following:

- that the Contracting Authority, pursuant to the Decision no. ____ of ____ initiated the negotiation procedure without invitation to bid for provision of Spare parts for anemometers of the MIDAS IV Vaisala system – PP 159/D/19;

- that the Contracting Authority issued the Decision on Contract Award no. ____ of ____ for this Public Procurement on the basis of which this Contract is being concluded, in all in accordance with the accepted Supplier`s Bid, Bid number _____ of ____ . (hereinafter referred to as: the Bid)

SUBJECT OF THE CONTRACT

Article 1

The subject of this Contract is provision of goods - Spare parts for anemometers of the MIDAS IV Vaisala system (hereinafter referred to as: the Goods), as required by the Contracting Authority, all in accordance with the accepted Bid and the Technical Specification in the Tender Documents – 159/D/19, which form an integral part of this Contract.

PRICE

Article 2

The total contract price, which includes the delivery of the Goods, in accordance with the Tender Documents and the accepted Bid, amounts to (enter the information from the Bid form and circle the currency) _____ EUR/RSD excluding value added tax.

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

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

The total price referred to in paragraph 1 shall be at the parity DAP Air Traffic Control Centre located at "Nikola Tesla" Airport in Belgrade, as per INCOTERMS 2010.

The Supplier shall bear all costs related to taxes, fees, licence fees and similar fees payable outside the country of the Contracting Authority.

The Price Structure Form is an integral part of the Bid submitted by the Supplier, Bid no. _____ (hereinafter referred to as: Price Structure Form).

METHOD OF PAYMENT

Article 3

The Contracting Authority shall pay the contract price to the Supplier, within _____ days from the date of the Minutes on the Quantitative Acceptance, signed by the authorized representative of the Contracting Authority, and the receipt of the correct invoice.

DEADLINE AND PLACE OF DELIVERY

Article 4

The deadline for the delivery of the Goods referred to in Article 1 of this Contract is _____ days from the date of this Contract coming into force.

The place of delivery shall be DAP parity Air Traffic Control Centre located at "Nikola Tesla" Airport, in Belgrade.

OBLIGATIONS OF THE CONTRACTING AUTHORITY

Article 5

The Contracting Authority shall:

- establish a commission for the acceptance of the Goods that will sign the Minutes on the Quantitative Acceptance on behalf of the Contracting Authority;
- communicate and cooperate with the Supplier in the delivery of the Goods;
- provide assistance to the Supplier, if required, with regard to obtaining all permits, approvals and/or licences as necessary for the performance of the Contract, and which are issued by the local, state and governmental bodies or public institutions;
- perform all formalities related to the customs clearance of the Goods and take all steps in order to comply with the customs regulations in accordance with the defined parity;
- make payments in favor of the Supplier in accordance with the provisions of this Contract.

OBLIGATIONS OF THE SUPPLIER

Article 6

The Supplier shall:

- deliver the Goods referred to in Article 1 of this Contract within the deadline, in accordance with the Bid, the Tender Documents and the applicable regulations and standards;

- communicate and cooperate with the authorized representatives of the Contracting Authority;
- make sure that the Goods to be delivered are new and unused, without any deficiencies or manufacturing defects, and that the Goods and the accompanying documentation (as per the Technical Specification), as an integral unit part, are in compliance with the specified technical and technological requirements;
- pack the Goods to be delivered in a proper way so as to protect them against damage during transport to the place of delivery;
- obtain all necessary permits and/or approvals outside the Republic of Serbia which are required for the delivery of the Goods, and, if requested by the Contracting Authority, provide all documentation required for obtaining permits and consents for the import of the Goods into the Republic of Serbia;
- not later than 2 months before the scheduled delivery, submit export licences issued by the competent authority of the country of the Supplier or a statement confirming that export licences are not required for the export of goods which are to be delivered by reference to the applicable directives in force in the country of the Supplier;
- observe the laws in force in the Republic of Serbia. The legislation comprises all national laws and regulations affecting the performance of the Contract, which are mandatory for the Supplier;
- submit security instruments as per the provisions of the Contract.

TRANSPORT, PACKAGING, DOCUMENTATION

Article 7

The Supplier shall, at its own expense, transport the Goods to the place of delivery in the Republic of Serbia – DAP parity Air Traffic Control Center at “Nikola Tesla“ Airport in Belgrade.

The Contracting Authority shall carry out all customs formalities and take necessary actions in order to comply with the customs regulations and delivery parity specified in this Contract.

The Supplier shall pack the Goods in a proper manner so as to protect them against damage and breakdown during transport to the final destination.

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

The packaging shall be such so as to prevent damage of the Goods due to exposure to large temperature differences, salinity and precipitation, during the transport, as well as due to outdoor exposure.

Prior to delivery, the Supplier shall inform the Contracting Authority in writing of all delivery details, including: the contract number; the description of the goods; the amounts; the number and date of the usual transport document (such as a rail, road or air waybill, bill of lading or some other document on combined transport); the delivery date; the anticipated time of arrival; the ship, place and port of loading and unloading, if necessary.

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

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

QUANTITATIVE ACCEPTANCE

Article 8

The quantitative acceptance shall be done by comparing the data contained in the invoice, the shipping invoice and the specification in the Bid with the actually delivered Goods. The number and completeness of the delivery is checked upon which it is determined whether the Goods have any visible defects.

The acceptance commission shall draw up Minutes on the Quantitative Acceptance within 3 days from the date of the receipt of the Goods.

Should it be determined that the Goods referred to in Article 1 of this Contract do not correspond to the amount, contain visible deficiencies or do not correspond to the required description, the Contracting Authority shall, without delay, draw up Minutes of complaint upon acceptance of the Goods.

The Supplier shall act appropriately upon the complaint, deliver or provide other, replacement, goods within 15 (fifteen) days from the complaint receipt date.

WARRANTY PERIOD

Article 9

The warranty period for the Goods referred to in Article 1 of this Contract shall be _____ months and shall start on the date of signing of the Minutes on the Quantitative Acceptance by the authorized representative of the Contracting Authority.

The Supplier shall guarantee that the Goods delivered under this Contract are unused.

Should the Contracting Authority determine that there are deficiencies or latent defects, during the use of the Goods and within the warranty period, the Contracting Authority shall produce Minutes of complaint not later than 3 days after the deficiency has been identified, and the Supplier shall act appropriately upon the complaint within 15 days from the date of the receipt of the Minutes.

In the event of replacement of the faulty goods with the new ones, the warranty period shall start on the date of their replacement/repair.

The Contracting Authority shall bear all costs of sending damaged Goods/parts to the location of the Supplier, while the costs of returning of the repaired/replaced Goods/parts shall be borne by the Supplier at the parity DAP "Nikola Tesla" Airport, Belgrade.

EXTENSION OF THE DEADLINES

Article 10

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

- when there is a delay in the customs clearance procedure when importing the Goods into the Republic of Serbia, not caused by actions of the contracting parties, for the period equal to the length of the delay in the customs clearance procedure;
- in the event of force majeure or a change of circumstances, which could not be predicted at the time of conclusion of the Contract, for the period equal to the length of the duration of the force majeure and/or changed circumstances. The term force majeure implies all circumstances beyond the control of the Contracting Authority and/or the other contracting party, including but not limited to war, revolution, terrorist acts, serious destructions, explosions, fire, flood, natural disasters, drought, earthquake, epidemics, quarantines, general boycott of the system of countries from which a contracting party exports or where it produces goods, strikes, passing of statutes and other regulations that prevent performance of contractual obligations, embargo on transport, sanctions imposed by the United Nations or some other international organisations, which disable, prevent or obstruct execution of the obligations of the contracting parties.

The Supplier shall, without any delay, inform the Contracting Authority in writing of all circumstances and events that may affect the extension of the specified deadlines. In case of occurrence of any circumstances or events that cause the extension of the deadlines specified in the Contract, the

Supplier shall provide a written proposal for the extension of the deadlines not later than 10 days prior to the expiry of the deadline specified in Article 5 of the Contract. Amendments of the public procurement contract shall be in force only if made as an Annex signed by the authorized representatives of both contracting parties.

CONTRACTUAL PENALTY

Article 11

In the event of exceeding the deadline as set in the Contract due to the fault of the Supplier, the Contracting Authority shall charge the Supplier for the contractual penalty for each day of the delay in the amount of 0.5% and not more than 10% of the total contract price referred to in Article 2, paragraph 1 of this Contract.

The payment of a contractual penalty shall not exempt the Supplier from its obligations to complete the delivery under this Contract or from any other obligations and liabilities under this Contract.

TERMINATION OF THE CONTRACT

Article 12

Each of the contracting parties may terminate this Contract if the other party fails to perform its contractual obligations in the agreed manner and within the agreed deadline, or if the other party has made a material breach of the Contract, as per the provisions of the Law of obligations.

The party wishing to terminate the Contract shall inform the other contracting party in writing, of the breach of the contractual obligation, before the termination, indicate what constitutes the breach of the contractual obligation and make a request for correction of the breach within 7 days from the date of the written notification being submitted.

If the contracting party responsible for the termination of the Contract and whose fault caused the damage, fails to eliminate the deficiencies, the other contracting party shall have the right to terminate the Contract.

The termination of the Contract shall not affect the rights and obligations of the contractual parties that existed before the termination of the Contract.

The contracting parties may terminate the Contract by mutual consent by means of a written agreement on termination of the Contract, in which the contracting parties shall specify mutual rights and obligations incurred prior to the time of the termination of the Contract.

TRANSITIONAL AND FINAL PROVISIONS

Article 13

This Contract shall come into force when signed by the authorized representatives of both contracting parties.

The contracting parties agree that all matters not provided for in this Contract, shall be subject to the provisions of the Law of obligations of the Republic of Serbia and other positive regulations of the Republic of Serbia.

All alterations and amendments to this Contract can be made in a written form only.

The contracting parties shall try to resolve any possible disputes that might arise from this Contract in a consensual manner, and if they do not reach an agreement, they agree that the Commercial Court in Belgrade shall be competent to resolve the dispute.

is Contract is made in 6 (six) identical copies, of which three (3) copies in Serbian and three (3) copies in English. The Contracting authority shall keep 2 (two) copies in Serbian and one (1) copy in the English language, while the Contractor shall keep two (2) in the English language and one (1) copy in Serbian.

Serbia and Montenegro Air Traffic
Services SMATSA Llc

for the SUPPLIER



*Stamp and signature of the authorized
person*

CEO



*Full name of the person authorized to
sign the contract*

Predrag Jovanović



VIII INSTRUCTIONS TO BIDDERS ON HOW TO COMPILE A BID

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

A Bidder is required to submit the Bid in a written form.

The Bid and other Bid related documents shall be in either the Serbian or the English language. If the Contracting Authority finds, in the course of the expert evaluation of the 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 translating that part of the Bid into Serbian.

These Tender Documents have been written in both Serbian and English. In case of discrepancy between those two versions, the version in the Serbian language shall prevail.

(2) THE MANNER OF SUBMITTING A BID

A Bidder shall submit a Bid, directly or through postal services, in a closed envelope or box, sealed in such a manner that during the Bid opening procedure 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 the address of the Bidder.

The Bid shall be submitted to the following address: Serbia and Montenegro Air Traffic Services SMATSA Llc, Trg Nikole Pašića 10, 11000 Belgrade, Republic of Serbia, bearing a visible note: **“Bid for the Public Procurement of the Spare parts for anemometers, PP 159/D/19 – DO NOT OPEN”**.

A Bid that arrives at the Contracting Authority address by 02:00 p.m. on 09/09/2019, shall be considered as timely Bid.

Upon reception of the Bid, the Contracting Authority shall mark the Bid registration number and the date and time of the receipt on the envelope, i.e. on the box containing the Bid. If the Bid has been submitted directly to the Contracting Authority, the Contracting Authority shall provide the Bidder with a delivery confirmation receipt. The Contracting Authority shall write date and time of the receipt of the Bid in the delivery confirmation receipt.

The Bid which has not been received by the Contracting Authority within the indicated deadline, i.e. which has been received after the time and date set for the Bid submission, shall be considered as untimely. The untimely Bid shall be returned to the Bidder unopened, after the Bid opening procedure, with a note stating that it has been submitted in an untimely manner.

The Bidder shall compile its Bid by entering requested data into the forms provided herein, and submitting documents and evidence in accordance with the Invitation to submit bids 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-in clearly and unambiguously in legible writing, certified by the Bidder's company stamp and signature of an authorized person.

IMPORTANT: A Bid must contain the following elements:

1. Form VI-1 - Bid Form;

- 2. Form VI-1a** – Bid Form – Information on the Subcontractor – to be submitted only if the Bidder has indicated that it will entrust partial execution of the Contract to a subcontractor;
- 3. Form VI-2** – Price Structure Form;
- 4. Form VI-4** – Declaration of Independent Bid;
- 5. Form VI-5** - Bidder's Statement Form on proving fulfillment of the requirements for participation in the public procurement procedure - Article 75 of the Public Procurement Law, stated in these Tender Documents.

It is recommended that all documents submitted within the Bid be bound together into a single whole and sealed in such a way that would make it impossible for additional sheets or appendices to be subsequently added, removed or changed. The Bid must not contain additional words inserted between the lines, deletions of words, or overwritten words, except when it is necessary that the Bidder correct the mistakes that it has made. In that case, such corrections shall be initialled by the person or persons who signed the Bid, and certified by the Bidder's stamp.

(3) LOTS

This Public Procurement has not been divided into multiple units (lots).

(4) BIDS WITH VARIANTS

Bids with variants are not allowed.

(5) AMENDING, SUPPLEMENTING AND RECALLING A BID

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

The Bidder shall clearly state which elements of the Bid are amended, i.e. which documents are submitted subsequently.

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

“Amendment to the Bid - PP 159/D/19 - Spare parts for anemometers of the MIDAS IV Vaisala system- DO NOT OPEN” or

“Supplement to the Bid - PP 159/D/19 - Spare parts for anemometers of the MIDAS IV Vaisala system- DO NOT OPEN” or

“Recall of the Bid - PP 159/D/19 - Spare parts for anemometers of the MIDAS IV Vaisala system- DO NOT OPEN” or

“Amendment and Supplement to the Bid - PP 159/D/19 - Spare parts for anemometers of the MIDAS IV Vaisala system- DO NOT OPEN”.

The reverse side of the envelope or box must contain the name and the address of the Bidder. After expiry of the Bid submission deadline, the Bidder cannot withdraw nor amend its Bid.

(6) PARTICIPATION IN THE PROCEDURE

A Bidder may submit only one Bid.

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

The Bidder has to indicate in a Bid Form (Form VI-1) 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) SUBCONTRACTORS

If the Bidder is submitting a Bid with a subcontractor, it shall state so in the Bid Form (Form VI-1a). The Bidder shall also specify the percentage of the total value of the procurement that will be entrusted to the subcontractor, which cannot exceed 50%, and the part of the procurement that will be executed by the subcontractor.

If the partial execution of the procurement is entrusted to the subcontractor, the Bidder shall indicate the subcontractor's name and its principal address in the Bid Form.

If a Contract is signed between the Contracting Authority and the Bidder who is submitting the Bid with a subcontractor, the subcontractor shall be named in the Public Procurement Contract as well.

The Bidder is obliged to submit the evidence of fulfillment of the mandatory requirements for the subcontractors, as specified in Section III of the Tender Documents, in accordance with the instructions for proving fulfillment of 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, the Bidder shall provide access to the subcontractor's premises in order to determine the fulfillment of the requirements.

The Contracting Authority shall pay the full amount of the Contract, directly to the selected Bidder, regardless of the percentage of the total value of the Public Procurement procedure that has been entrusted to a subcontractor.

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

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

(8) JOINT BID

The Bid cannot be submitted by a group of Bidders, since this is a negotiated procedure without invitation to Bid, to be conducted with one particular Bidder.

(9) METHOD AND CONDITIONS OF PAYMENT, WARRANTY PERIOD AND OTHER CIRCUMSTANCES INFLUENCING THE BID ELIGIBILITY

9.1 Method of payment

The payment of the total price shall be made after the entire delivery of the goods, within the time period specified by the Bidder in the Bid Form (cannot be shorter than 15 or longer than 45 days) - Form V-1, and after the correct invoice on the amount of payment and the Minutes on the Quantitative Acceptance signed by the authorized person of the Contracting Authority are delivered.

The offered price includes all costs relating to the performance of the subject public procurement, including transportation costs to the destination.

9.2 Delivery deadline

The deadline for the delivery of the goods is 60 days counting from the date of the Contract entering into force.

The Contracting Authority confirms that the delivery of the goods has been effected by signing of the Minutes on the Quantitative Acceptance.

9.3 Place of delivery

The Goods shall be delivered to the Air Traffic Control Center at “Nikola Tesla” Airport in Belgrade.

9.4 Warranty period

The Bidder determines the warranty period in the Bid Form, and it cannot be shorter than **24 months**. The warranty period shall be expressed as the number of months counting from the date of the signing of the Minutes on Quantitative Acceptance.

9.5. Bid Validity Period

The Bid validity period may not be shorter than 60 days from the Bid opening date. In case the Bid validity period has expired, the Contracting Authority is obliged to request from the Bidder an extension of the Bid validity period. The Bidder that accepts the request for the extension of the Bid validity period cannot change the Bid.

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

The Bidder shall express the offered price in RSD or EUR, including and excluding value added tax 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), the official middle exchange rate of the National Bank of Serbia on the Bid opening day shall be used for evaluating the Bid and for conversion into dinars.

DOMESTIC BIDDER shall express the price of goods including all expenses as per DAP Air Traffic Control Center at “Nikola Tesla” Airport in Belgrade (Incoterms 2010), including costs of transport, customs duties and freight forwarding, in dinars, including and excluding the value added tax applicable in the Republic of Serbia.

FOREIGN BIDDER shall express the price of goods as per DAP Air Traffic Control Center at “Nikola Tesla” Airport in Belgrade (Incoterms 2010) excluding the value added tax applicable in the Republic of Serbia. The Total Price given by the foreign Bidder shall include all expenses related to taxes, duties, license fees, and similar charges paid outside the country of the Contracting Authority. The price shall not include customs duties and taxes payable in the Republic of Serbia. The Contracting Authority shall bear the costs of customs duties and value added tax, payable in the Republic of Serbia.

The price is one of the Contract elements that is subject to negotiation. After negotiations, the price shall be fixed and cannot be altered during the Contract validity period.

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

(11) SECURITY INSTRUMENTS FOR BIDDER'S MEETING THE LIABILITIES

Not applicable.

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

The 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 I.E. CERTAIN ELEMENTS THEREOF

Not applicable.

(14) ADDITIONAL INFORMATION, CLARIFICATIONS AND COMMUNICATION

All communication in the Public Procurement procedure shall be carried out in writing, i.e. via mail, electronic mail or fax, all in accordance with Article 20 of the Public Procurement Law. Interested parties may ask for additional information or clarifications regarding their Bid preparation from the Contracting Authority, in written form, not later than five days prior to the expiry of the Bid submission deadline, and can, in that event, even point out to the Contracting Authority any observed deficiencies and irregularities in the Tender Documents. Additional information or clarification request can be sent by electronic mail to the e-mail address: tender@smatsa.rs on every business day (Monday – Friday) from 07:30 a.m. to 03:30 p.m. Any request for clarification received after the stated time or during the weekend/non-working days, shall be registered as received on the first following business day. All requests for additional information, clarifications and communication shall bear the name of the Public Procurement to which they pertain, e.g. "Request for additional information in PP 159/D/19".

The Contracting Authority shall, within three days following the receipt of the request, post the response on the Public Procurement Portal (<http://portal.ujn.gov.rs>) and on its website (www.smatsa.rs). **The Bidders are recommended to follow all notices, clarifications and changes which are posted on the websites mentioned above.**

Requesting additional information and clarifications by telephone is not allowed.

(15) ADDITIONAL EXPLANATIONS FOLLOWING THE BID OPENING

The Contracting Authority may request from Bidders additional explanations that will be of aid through the course of examining, evaluating and comparing of Bids, and it may also conduct a control (inspection) at Bidder's, or its Subcontractor's, premises.

If the Contracting Authority determines that additional pieces of information are needed or that a control (inspection) is to be conducted at the Bidder's, or its subcontractor's, premises, than the Bidder will be given adequate deadline to act in accordance with the Contracting Authority's request, i.e. to enable the Contracting Authority to conduct control (inspection) at the Bidder's, or its subcontractor's, premises.

The Contracting Authority may, with the Bidder's consent, perform correction of the calculation errors observed during the course of Bid examination, upon the completion of the Bid opening procedure. In case of a discrepancy between the unit price and the total price, the unit price shall prevail. If the Bidder does not give consent to the correction of calculation errors, the Contracting Authority shall reject the Bid as unacceptable.

(16) 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 the intellectual property rights of the third parties, shall be borne by the Bidder.

(17) 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 the protection of rights can be submitted by parties named in Article 148 of the Public Procurement Law, in accordance with the stipulations of the Public Procurement Law regulating the procedure on protection of Bidders' rights (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 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 a.m. to 04:00 p.m. The request for the protection of rights which is received after the stated time limit or during weekend/non-working day shall be registered as received on the first following business day.

The request for the protection of rights may be submitted 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 submitted request for the protection of rights, i.e. shall post the notice about the submitted 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.

17.1 Deadlines for submission of the Request for the Protection of Rights

If the request for the protection of rights is challenging the type of the procedure or the contents of the Tender Documents, the request shall be considered as timely if received by the Contracting Authority not later than 7 days before the expiry of the deadline for Bid submission, regardless of the manner of delivery, and if the claimant, as in accordance with Article 63, paragraph 2 of the Law, has informed the Contracting Authority about the possible deficiencies and irregularities, and the Contracting Authority has failed to correct them.

The request for the protection of rights challenging the activities of the Contracting Authority performed prior to the expiry of the Bid submission deadline, and after the expiry of the deadline from the prior paragraph, shall be considered as timely if submitted not after the expiry of the Bid submission deadline. After the Contracting Authority has made the decision on Contract award or on the Public Procurement procedure cancellation, the deadline for submitting the request for the protection of rights is 10 days from the day of the posting of the decision on the Public Procurement Portal.

The request for the protection of rights cannot challenge the activities of the Contracting Authority performed in the Public Procurement procedure if the claimant knew or could have known the reasons for its submitting before the expiry of the deadline for submitting of requests under paragraphs 3 and 4 of Article 149, and the claimant did not submit it before the expiry of that deadline.

When, in a single Public Procurement procedure, a second request for the protection of rights is submitted by the same claimant, the second request cannot challenge activities of the Contracting Authority that the claimant was familiar with or could have been familiar with during the submitting of the previous request.

17.2 Mandatory Elements of the Request for the Protection of Rights

The request, as per Article 151 of the Law, shall include the following elements:

- 1) name and address of the claimant and the contact person;
- 2) name and address of the Contracting Authority;
- 3) information on the Public Procurement that is the subject of the request, i.e. on the decision of the Contracting Authority;
- 4) violations of the legislation regulating the Public Procurement procedure;
- 5) facts and evidence substantiating the violations;
- 6) proof of paid tax;
- 7) claimant's signature.

17.3 Tax in the Procedure for the Protection of Rights

A claimant must make payment for taxes to the Budget of the Republic of Serbia account, in the amount of RSD 60,000.

17.4 Instructions for Payment of Taxes in the Republic of Serbia

A claimant must make payment for taxes to the Budget of the Republic of Serbia account in the amount stated in point 17.3. The following shall be accepted as a proof of the tax payment:

1. Tax payment confirmation consisting of the following elements:

(1) that it is issued by a bank and that it contains the bank stamp;

(2) that it constitutes a proof of tax payment, which means that the confirmation must contain the data that the tax payment order i.e. the wire transfer order, is executed, as well as the date of the order execution;

(3) the amount of the tax for which the payment is made;

(4) the account number: 840-30678845-06;

(5) the payment code: 153 or 253;

(6) the reference number: PP 159/D/19;

(7) the purpose: Request for the Protection of Rights Serbia and Montenegro Air Traffic Services SMATSA Llc PP 159/D/19 The Spare parts for anemometers;

(8) beneficiary: Budget of the Republic of Serbia;

(9) the name of the payer i.e. the name of the claimant for which the tax payment has been made;

(10) the signature of the authorised person of the bank.

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

3. The confirmation issued by the Treasury of the Republic of Serbia Ministry of Finance, signed and stamped, containing all the elements of the tax payment confirmation referred to in point 1, other than those referred to in (1) and (10), for the claimants who have an opened account within the associated consolidated treasury account, which is kept at the Treasury (budget beneficiaries, beneficiaries of the funds of organisations for mandatory social insurance and other users of public funds);

4. The confirmation issued by the National Bank of Serbia, containing all the elements of the tax payment confirmation referred to in point 1, for the claimants (banks and other entities) who have an opened account with the National Bank of Serbia in accordance with the law and other regulation.

17.5 Instructions for Payment of Taxes from Abroad

Payment of the tax for submitting a request for the protection of rights from abroad can be made to the foreign currency account of the Ministry of Finance - Treasury Department.

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

SWIFT CODE: NBSRRSBGXXX

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

IBAN: RS 35908500103019323073

NOTE: For the payment of funds it is necessary to state the following information about the payment – “details of payment” (FIELD 70: DETAILS OF PAYMENT): - the number of the Public Procurement procedure to which the request for the protection of rights applies and the name of the Contracting Authority in the Public Procurement procedure - Serbia and Montenegro Air Traffic Services SMATSA Llc PP 159/D/19. The detailed instructions for the tax payment, as well as the samples of properly completed forms of payment orders or wire transfer orders can be found at the following e-mail address: <http://www.ujn.gov.rs/ci/uputstvo-o-uplati-republicke-administrativne-takse.html>

(18) CONTRACT CONCLUSION

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

The selected Bidder shall submit to the Contracting Authority signed copies of the Contract within 15 (fifteen) days from the date of the receipt of the Contract, i.e. from the day when the Contracting Authority invited the Bidder to conclude the Contract. If the Bidder fails to submit the Contract within the deadline, it shall be considered that the Bidder refused to sign it and the Contracting Authority may enter the Bidder in the register of bidders with negative references, unless there are justifiable reasons for the delay, whereof the Bidder shall notify the Contracting Authority in writing.

(19) BID ELIMINATION

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

The Contracting Authority shall eliminate a Bid if:

- 1) it is untimely;
- 2) contains major deficiencies, i.e.:
 - a) the Bidder fails to prove that it meets all mandatory requirements for participation in the procurement procedure;
 - b) the Bidder fails to prove that it meets all additional requirements (*where applicable*);
 - c) the Bidder failed to submit the requested instrument of security (*where applicable*);
 - d) the offered Bid validity period is shorter than that 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) the Bid does not comply with all Technical Specifications;
- 4) the Bid limits the Contracting Authority's rights;
- 5) the Bid sets conditions that stipulate the Contracting Authority's rights;
- 6) the Bid limits obligations of the Bidder;
- 7) the Bid exceeds the estimated value of the Public Procurement.