

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

Registered number:

NAB.00 20/56
dated 01/10/2018



TENDER DOCUMENTS

for submitting bid in an open procedure for provision of service

**ENGINE OVERHAUL, AIRCRAFT BASE MAINTENANCE AND MAINTENANCE OF THE
FLIGHT INSPECTION SYSTEM IN THE AUTHORIZED SERVICE CENTER
(Public Procurement 180/U/18)**

BID SUBMISSION DEADLINE: 31/10/2018 at 10:00 AM (CET)

BID OPENING: 31/10/2018 at 10:30 AM (CET)

Total number of pages: 69

Pursuant to Articles 32. and 61 of the Public Procurement Law (“Official gazette of Republic of Serbia”, No. 124/12, 14/15 and 68/15) and Article 2 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 Decision on Initiating Public Procurement Procedure PP 180/U/18 no. NAB.00-20/44 dated 21/08/2018 and the Decision on Establishing the Public Procurement Committee PP 180/U/18 no. NAB.00-20/45 dated 21/08/2018 the following has been compiled:

TENDER DOCUMENTS

in the open public procurement of services –

ENGINE OVERHAUL, AIRCRAFT BASE MAINTENANCE AND MAINTENANCE OF THE FLIGHT INSPECTION SYSTEM IN THE AUTHORIZED SERVICE CENTER - PP 180/U/18

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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
Address:	Nikole Pašića Square No. 10, 11000 Belgrade, Republic of Serbia
Web page:	www.smatsa.rs
Type of negotiated procedure:	Open procedure
Purpose of the procedure:	<p>The public procurement procedure is being carried out in accordance with Articles 32, 40 and 40a of the Public Procurement Law ("Official gazette of Republic of Serbia", No. 124/12, 14/15 and 68/15) for the purpose of framework agreement conclusion. The framework agreement shall be concluded between one Contracting authority and one Bidder.</p> <p>The subject of this framework agreement shall be to establish the terms and conditions for issuance of the individual purchase orders for provision of the Services.</p> <p>The Framework Agreement shall be valid until the moment when the value of provided services reaches the total value of the framework agreement, whereof the Contracting Authority shall inform the Bidder in writing, but not later than the expiration of a two years period from the date of entry into force of the Framework agreement</p>
Type of procurement by sort:	Services
Type of contract:	Public procurement contract <input type="checkbox"/> Framework agreement <input checked="" type="checkbox"/>
Reserved public procurement:	yes <input type="checkbox"/> no <input checked="" type="checkbox"/>
Electronic auction:	yes <input type="checkbox"/> no <input checked="" type="checkbox"/>
Contact person:	tender@smatsa.rs When submitting question via email it is mandatory to state in email Subject: Clarification of tender documents for PP 180/U/18

INFORMATION ABOUT THE PUBLIC PROCUREMENT SUBJECT MATTER

Description of the public procurement subject matter:	<p>Engine overhaul, Aircraft base maintenance and maintenance of the Flight Inspection System in the authorized service center.</p> <p>Detailed description of requested services has been provided in the Description of Services – Section II</p>
Name and code from the Common Procurement Vocabulary:	50211000 Aircraft repair and maintenance services

II TECHNICAL SPECIFICATION

Part I – ENGINE OVERHAUL, AIRCRAFT BASE MAINTENANCE AND TECHNICAL SUPPORT

Abbreviations

AD	Airworthiness directive
AFM	Aircraft Flight Manual
AMM	Aircraft Maintenance Manual
AMP	Aircraft Maintenance Program
AOG	Aircraft On Ground
CAME	Continuing Airworthiness Management Exposition
CAMO	Continuing Airworthiness Management Organization
CMM	Component Maintenance Manual
CRS	Certificate of Release to Service
CSM	Customer Support Manager
EMM	Engine Maintenance Manual
FOM	Flight Operating Manual
HIL	Hold Item List
IPC	Illustrated Parts Catalogue
MEL	Minimum Equipment List
MOE	Maintenance Organization Exposition
MM	Maintenance Manager
NDTM	Non Destructive Testing Manual
NTO	No Technical Objection
SB	Service Bulletin
SL	Service Information Letter
SMATSA Llc	Serbia and Montenegro Air Traffic Services SMATSA Llc
SRM	Structure Repair Manual
STC	Supplemental Type Certificate
WDM	Wiring Diagram Manual

1. General

1.1 This document describes the technical parts of the interface between the two parties of this document as agreed by SMATSA Llc and SUPPLIERS, as the Part-145 maintenance organization.

1.2 Matters such as costs, delays, warranties, etc. are beyond the scope of this document and are defined in the framework agreement and separate purchase orders.

1.3 The Agreement is based on the EC Regulation no. 1321/2014 and Decision No. ED. 2003/19 / RM, and Annex XI to the AMC by M.A.708 (c).

1.4 SMATSA Llc is responsible for the scope of work performed on his aircraft and will decide when and how the work has to be carried out. SUPPLIER will carry out this work under written approval from SMATSA Llc. and in accordance with all applicable laws, regulations, manufactures maintenance manuals, and the SMATSA Maintenance Program as provided and approved by CAA, including amendments.

1.5 SMATSA Llc will place an order in written (purchase order issued) at least a one week prior planned maintenance event, as indicated in paragraph 25.1 of the Agreement.

1.6 After completion, the SUPPLIER will send a copy of the completed work package and the accompanying documents (Form 1) if required by the contact person appointed by the SMATSA Llc.

2. Scope of work

The subject of this procurement is maintenance services for aircraft King Air 350.

2.1 The SUPPLIER shall offer to the SMATSA, maintenance, technical assistance and support regarding the aircraft according to this document, which shall be deemed to be an integral part of frame agreement.

2.1.1 The base maintenance includes engine overhaul (2 engines) which will be done at 3600 flight hours. During the overhaul (not more than six months) on the aircraft will be installed rental engines. After the overhaul, approved Time Between Overhaul (TBO) will be next 3600 flight hours.

2.2 The SMATSA shall entrust the SUPPLIER with:

2.2.1 Keeping of Aircraft and accompanying equipment and parts;

2.2.2 Line Maintenance in accordance with the COMMISSION REGULATION (EC) No 1321/2014 Part 145.A.75 c. All Line Maintenance will be performed in accordance with the tasks as given in the SMATSA's Approved Maintenance Program;

2.2.3 Base Maintenance in accordance with the COMMISSION REGULATION (EC) No 1321/2014 Part 145 and the tasks according to the SMATSA's Approved Maintenance Program, repairs, modifications, engine replacements and component changes;

- 2.2.4 Defects rectification;
- 2.2.5 Compliance with Airworthiness Directives, Service Bulletins, Service Letters or related, inspections or modifications as released by the manufacturer of the airframe, engine or appliance or as required by the Authority governing the country of registration;
- 2.2.6 Any repairs, modifications or alterations as requested by the SMATSA;
- 2.2.7 Procurement and supply of equipment parts and accessories required for the Aircraft.
- 2.2.8 Airworthiness Review Certificate.
- 2.2.9 Renewal subscription for database stated in article 26.

2.3 The SMATSA will monitor the condition of the life-limited and overhaul components keeping a record of overhauled replaced accomplishments and next due requirements. The SMATSA will maintain an updated component list and set of component tag copies. The listing will highlight to the SMATSA the need to replace any time expired and life-limited components. The SUPPLIER and the SMATSA will monitor vendor modifications.

2.4 The SMATSA will plan maintenance, on aircraft, according to the SMATSA's maintenance programme; furthermore and if possible the SMATSA will issue forecasts two months ahead for scheduling purposes. The SMATSA will prepare work orders for all off scheduled and scheduled items according to the SMATSA's maintenance programme.

3. Location of maintenance

3.1 Base Maintenance for the aircraft will be carried out at the SUPPLIER's main base.

3.2 All Line Maintenance activities for the aircraft will be performed at the SUPPLIER's main base or, in particular cases, at locations as requested by the SMATSA.

3.3 In case unplanned maintenance activities are required away from the SUPPLIER's main base, the SMATSA will declare an AOG case if necessary. In this case, the SUPPLIER will follow the procedures as published in the MOE and CAME of the SMATSA and arrange any further maintenance activities required to repair the aircraft. This can either be the authorisation of a qualified Maintenance facility on location of the AOG case, or the relocation of maintenance staff from SUPPLIER's to the location of the AOG case.

4. Maintenance program

4.1 The aircraft are maintained under the SMATSA's Maintenance Programme as provided and amended by the SMATSA and approved by the CAD of the Republic of Serbia.

4.2 Maintenance Checks are carried out according to Aircraft Manufacturers approved maintenance manuals.

5. Quality monitoring

5.1 The SMATSA will carry out periodic or special audits of the SUPPLIER as specified in the SMATSA's CAME. A duly authorized and qualified third party on behalf of the SMATSA may carry out SMATSA audits.

5.2 The SUPPLIER shall allow access to the SMATSA's staff to the necessary departments and facilities as required to carry out the audits.

5.3 The SMATSA will provide the SUPPLIER with timely notification of audits due dates.

5.4 The SMATSA will forward results of the Quality Audits to the Quality Manager of the SUPPLIER. The SUPPLIER shall rectify the defects within the agreed time-scale and report this accordingly.

5.5 The SUPPLIER shall provide copy of its essential QM documentation and other relevant documents to the SMATSA permitting SMATSA to perform their quality-monitoring task.

6. Authority involvement

6.1 For both parties the National Aviation Authority is the responsible authority.

7. Airworthiness Data

7.1 The following Airworthiness Data and revisions will be made available to the SUPPLIER by the SMATSA:

- 7.1.1 SMATSA's approved Maintenance Programme
- 7.1.2 Airworthiness Directives as issued by the FAA, EASA and the LBA
- 7.1.3 Minimum Equipment List (on board of Aircraft)
- 7.1.4 Flight Operations Manual (on board of Aircraft)
- 7.1.5 Aeroplane Flight Manual (on board of Aircraft)
- 7.1.6 Major Repair/Modification Data
- 7.1.7 Aircraft Maintenance Manual
- 7.1.8 Illustrated Parts Catalogue
- 7.1.9 Wiring Diagram Manual
- 7.1.10 Structural Repair Manual
- 7.1.11 Engine Maintenance Manual / IPC
- 7.1.12 Service Bulletins (Airframe, Engine Propeller)

7.2 In case of differences between the SUPPLIER's data and the SMATSA's data the SUPPLIER informs the SMATSA immediately. After evaluation of the differences the SMATSA decides which documents are applicable.

8. Incoming conditions

8.1 It is expected that the aircraft arrive for scheduled maintenance events in a normal operating condition. This will be verified during the incoming inspection. The SMATSA's C.A. Mgr. will inform the SUPPLIER prior to the maintenance event in case, deviations from the normal operating condition are to be anticipated.

8.2 Furthermore, SUPPLIER must be informed about extra work to solve items on the SMATSA's HIL and whether there are any Service Bulletins, Service Letters, Modifications or AD to be carried out.

9. Airworthiness Directives

9.1 The SMATSA receives Airworthiness Directives and they will review all Airworthiness Directives issued against the aeroplane in accordance with the procedure laid down in the SMATSA's CAME.

9.2 Additionally the SUPPLIER shall receive and review the Airworthiness Directives as well and propose a recommendation to the SMATSA.

9.3 All applicable Airworthiness Directives as issued by the EASA or the CAA shall be complied with in accordance with their compliance data.

9.4 All applicable Airworthiness Directives as issued by the country of manufacture of the Aircraft shall be complied with in accordance with their compliance data.

9.5 The SMATSA places an order to comply with the applicable Airworthiness Directive(s). The Airworthiness Directive(s) is/are added to the agreed work package for incorporation.

9.6 The SMATSA will update the Airworthiness Directive List upon completion of the work package.

9.7 The SMATSA will give the SUPPLIER read-only access to the Maintenance software, including the status of AD.

10. Service Bulletin / Modifications

10.1 Service Bulletins will be received by the SMATSA and they will review all Service Bulletins issued against the aeroplane in accordance with the procedure laid down in the SMATSA's CAME.

10.2 Additionally each Service Bulletin will be reviewed by the SUPPLIER against the following criteria:

10.2.1 Applicability

10.2.2 Time frame for embodiment

10.2.3 Cost

10.2.4 Aircraft Downtime

10.2.5 Operation impact

10.2.6 Spares affected

10.2.7 The SUPPLIER's recommendation for Embodiment/Rejection

10.3 Revision to Service Bulletins will be subject to the same process if they require additional work.

10.4 The SMATSA places an order to comply with the applicable Service Bulletin. The Service Bulletin is/are added to the agreed work package for incorporation.

10.5 The SMATSA will update the Service Bulletin list upon completion of the work package.

10.6 The SMATSA will give the SUPPLIER read-only access to the Maintenance software, including the status of SB

10.7 Modifications as requested by the SMATSA shall be reviewed by the SUPPLIER and the necessary Engineering Order raised.

10.8 The Engineering Order detailing the modifications will be added to the agreed Work Package for incorporation as agreed at the monthly meeting.

10.9 If required, the modification shall be submitted by the SUPPLIER to an approved part 21 organization or the EASA for approval.

11. Hours and Cycles control

11.1 Airframe Hours and Cycles are recorded and controlled by SMATSA.

11.2 The SMATSA will give the SUPPLIER read-only access to the Maintenance software if available, including airframe/engine hours and cycles records.

12. Component control / removal forecast

12.1 A record of all rotatable components will be held in the SMATSA's Component Control system.

12.2 A due list of all time controlled rotatable components will be reviewed at periodic meetings between the SMATSA and the SUPPLIER.

12.3 Components due for removal between the actual maintenance event and the next scheduled maintenance event will be identified by the SMATSA and scheduled in the relevant Work Order.

12.4 The SMATSA will give the SUPPLIER read-only access to the Maintenance software, including access to due times and forecasts for rotatable parts.

13. Life-limited parts

13.1 The SMATSA's Component Control system is the basis for life limited parts control. The removal of the life-limited parts within the approved life limit is a mandatory requirement. The SUPPLIER and the SMATSA will keep a record for all life-limited components.

13.2 A due list of all limited components will be reviewed at periodic meetings between the SMATSA and the SUPPLIER.

13.3 Components due for removal between the actual maintenance event and the next scheduled maintenance event will be identified by the SMATSA and scheduled in the relevant Work Order.

14. Supply of parts

14.1 All spare Parts will be supplied / obtained by the SUPPLIER from their approved store location.

14.2 No part will be built in an airplane without the prior approval of the authorized person from SMATSA Llc, in accordance with the Offer which will be submitted to SUPPLIER with details of the price and quantity of spare parts.

14.3 No parts will be fitted to the Aircraft without the existence of either:

14.3.1 EASA Form 1,

14.3.2 FAA Form 8130-3 with Dual Release for used aircraft engines and propellers as well as for Class II parts,

14.3.3 Canadian TCA Form 24-0078 with Dual Release for used aircraft engines and propellers, or

14.3.4 Certificate of conformity (Manufacturer)

14.4 For any component changes the relevant Form One (or equivalent) will be filed with work order documentation at the SUPPLIER and provided to the SMATSA.

15. Pooled parts at line stations

15.1 No Pooled Parts are held at line stations.

16. Scheduled maintenance

16.1 Planning of Maintenance will be carried out by the SMATSA. The SMATSA will provide the SUPPLIER with an up to date Maintenance Planning Schedule at each periodic meeting.

16.2 The SMATSA will compile all Work Orders for the aircraft.

16.3 When SUPPLIER determines, for any reason, to defer a maintenance task, it has to be formally agreed by the SMATSA. If the deferment goes beyond the approved limit, refer to Para 19: "Deviation from the Maintenance Schedule".

16.4 The work order and CRS must reflect the deferred task.

17. Unscheduled maintenance / defect rectification

17.1 Any unscheduled maintenance / repairs action required on the Aircraft will be referred to the SMATSA prior to rectification of the discrepancy and must bear his approval.

17.2 Major Repairs may only be carried out in accordance with the approved data;

17.2.1 Structural Repair Manual

17.2.2 Manufacturers approved repair scheme

17.2.3 Manufacturers "No Technical Objection" statement

17.3 During the first regular inspections will be carried out all the repairs that were observed in the previous period (increased oil consumption of the left engine at altitudes above FL-300, indicating unreliable information on IFIS and any other).

18. Deferred tasks

18.1 Any deferred tasks are subject to the SMATSA's approval. The deferment should be noted on the CRS identifying the authority for the deferment.

18.2 The SMATSA MEL will be referred to, in all cases of defect deferral.

18.3 Any defects deferred shall be notified to the SMATSA. A review of any deferred defects will be carried out at the periodic meetings.

19. Deviation from the Maintenance Schedule

19.1 Any deviation from the Maintenance Schedule outside that allowed by the Schedule as detailed in the Maintenance Manual and the SMATSA's Maintenance Program, must be approved by the respective National Authority.

19.2 The SUPPLIER shall provide all required supporting data to enable the SMATSA to make an application for an extension period to the respective National Authority.

20. Test flights

20.1 Test flights are performed as required by manufacturer instructions depending on work performed.

20.2 Test Flights shall only be carried out in accordance with the SMATSA's Operations Manual, their CAME and their Maintenance Programme and only with an approval from the SMATSA.

21. Release to service documentation

21.1 Certificates of Release to service will be issued by the SUPPLIER in accordance with Part-145 maintenance organization.

21.2 All maintenance work carried out as well as all deferred tasks shall be certified as per Part-145 in the SMATSA Aeroplane Technical Log (Maintenance Report).

21.3 On the completion of all base maintenance work, the SMATSA will be supplied with a package containing the following information regarding the completed work:

21.3.1 Certificate of Release to Service

21.3.2 List of any Service Bulletin embodied

21.3.3 List of AD's complied with

21.3.4 List of all "carry-over-items"

- 21.3.5 Test Flight logs
- 21.3.6 Compensation reports
- 21.3.7 Weight & Balance reports
- 21.3.8 List of all discrepancies found
- 21.3.9 List of all repairs and modifications performed

22. Maintenance recording

22.1 The following Maintenance records shall be held and maintained by the SUPPLIER. In case of transfer of responsibility for aircraft maintenance to a different maintenance facility, the SUPPLIER shall assure that all records are stored for a period of at least 24 months after aircraft handoff as follows:

- 22.1.1 Copies of all maintenance records in respect of the aeroplane and aeroplane components.
- 22.1.2 The total time and flight cycles as appropriate for the aeroplane and all life limited aeroplane components based on the flight logs provided by the SMATSA before any maintenance action or on request by the SUPPLIER.
- 22.1.3 The time and flight cycles as appropriate, since last overhaul of the aeroplane or aeroplane component subjected to an overhaul life - until the aeroplane or component has been superseded by equivalent work based on the technical logs provided by the SMATSA before any maintenance action or on request by the SMATSA.
- 22.1.4 The current aeroplane inspection status such that compliance with the approved maintenance programme can be established.
- 22.1.5 The current status of Airworthiness Directives.
- 22.1.6 Details of current modifications and repairs to the aeroplane, engines and any other component.

22.2 The following maintenance records will be held and maintained by the SMATSA. The SMATSA shall assure that all the maintenance records are kept for the complete lifetime of the aircraft:

- 22.2.1 The SMATSA Aeroplane Technical Log (Flight Report/Maintenance Report)
- 22.2.2 The original copies of all maintenance records with respect to the aeroplane and aeroplane components.
- 22.2.3 The original copies of the documents about current modifications and repairs to the aeroplane, engines and any other component.
- 22.2.4 Original copies of EASA Form 1 or equivalent documents.

23. Reliability report

23.1 Reliability monitoring shall be done by the SMATSA.

24. Exchange of information

24.1 All messages and correspondence in connection with this Agreement will be exchanged in English by mail, fax, or electronic mail to the addresses fax numbers, and electronic mail addresses set out below under each party's name.

The contact details of the SUPPLIER for all maintenance related issues are:

SUPPLIER

Telephone: _____

Fax _____

E-mail: _____

The contact details of the SMATSA for all maintenance related issues are:

Serbia and Montenegro Air Traffic Services SMATSA Llc.

Trg Nikole Pasica 10

11000 Belgrade

Republic of Serbia

Telephone: +381 11 381 4590

Fax +381 11 324 0456

E-mail: kalibraza@smatsa.rs

25. Meetings

25.1 A periodic meeting shall take place between the SUPPLIER and SMATSA at least once a year, more regularly if required. Additionally periodic reports shall be sending from SMATSA to the SUPPLIER's Planning Department.

The agenda for the meeting and the reports shall typically be as follows, additional topics may be added as required:

25.1.1 Any defect recorded since the last meeting and any action required (including cabin items).

- 25.1.2 Any deferred defects.
- 25.1.3 Any Airworthiness Directives including parts and appliances issued since the last meeting.
- 25.1.4 Review of Aircraft hours/cycles.
- 25.1.5 Review of the Maintenance Planning.
- 25.1.6 Review of Aircraft due list.
- 25.1.7 A two month maintenance schedule per aircraft will be issued.
- 25.1.8 Any base maintenance visit due within the next month.
- 25.2 For all scheduled maintenance event a briefing should take place. The detailed work-scope (Work Package) shall be discussed as Aircraft maintenance input.

The agenda for this meeting shall include the following:

- 25.2.1 The type of Inspection due
- 25.2.2 Known defects
- 25.2.3 Deferred defects
- 25.2.4 Applicable AD's
- 25.2.5 Any Out of Phase Maintenance due before the next schedule Base Maintenance
- 25.2.6 Service Bulletins to be incorporated
- 25.2.7 Any special inspections
- 25.2.8 Outstanding audit discrepancies

The SMATSA's Maintenance Manager is responsible for the planning and organization of the meetings.

The Quality Manager must be granted access to enable him to survey facilities, procedures and documentation related to this agreement on request.

26. Database renewal subscriptions

26.1 The SUPPLIER shall, in accordance with the price defined in the Bid, Price Structure Form, Table I, items 22, 24, 25 and 26, renew databases annual subscriptions on time, and no later than 15 days before the expiry of the previous subscription for a subscription.

The dynamics of renewal subscription is as follows (points from Table 1):

- 22. FliteStar and JeppView - April 05.
- 24. FMS - September 30.
- 25. CAMP - April 30.
- 26. ML B300 - October 25.

26.2 Extension subscription JepView and Flite Star for Africa, the Middle East and South Asia will be implemented only by SMATSA additional request(item23,Table 1).

27. General Conditions

27.1. Everything not mentioned in this document shall be interpreted in accordance with the Framework Agreement and Purchase Order.

ANNEX I

Applicable, Aeroplanes, Engines and Propellers.

Registration	Type	A/C s/n	Type of engines	Type of propeller
YU-BTC	Beech B300	FL-643	P&W PT6A-60A	Hartzell HC-B4MP-3C

Part II - MAINTENANCE AND CALIBRATION EQUIPMENT OF FLIGHT INSPECTION SYSTEM

1. Jeppesen database update service for AD-AFIS-260

Service means update the entire Jeppesen database, excluding the United States, which is processed and fully adapted to use the flight inspection system. As part of this service can be provided individual data sets upon request and specification of coordinates or generated space. It is assumed that in each of the delivery will be required up to three different sets of data (generated space).

The updated version of Jeppesen database will be provided every 28 days, and the installation will perform SMATSA doo

2. Calibration of test equipment

SUPPLIER will organize annual and two-year calibration of test equipment for testing used by SMATSA doo. This equipment includes the following devices for testing:

1. Signal generator R&S SMA 100A
2. Digital oscilloscope Tektronix TDS 3032B
3. Digital Spectrum Analyser FSP3
4. Handheld Spectrum Analyzer N9340A – AGILENT
5. Handheld Cable & Antenna Tester N9330A - AGILENT
6. EPM-P Series Power Meter E4416A - AGILENT
7. Universal Counter 225 MHz, 53131A - AGILENT
8. Oscilloscope 500MHz, 54642A - AGILENT
9. Avionics Signal Generator, IFR 2030

3. Basic preventative maintenance

Basic / preventive maintenance of the system is planned once a year after the expiry of the receiver calibration system and calibration will be carried out at the premises of the SUPPLIER.

- 1) Maintenance of AD real-time computer (AD-VC3)
 - CPU check
 - Memory check,
 - Check of all interfaces,
 - Check of airflow and cooling,
 - Check of power consumption.
- 2) Maintenance of AD display computer (AD-CC2)
 - Check for bad blocks,
 - Check for segmentation of storage,
 - Check of total storage capacity,
 - Check of configuration of disk,
 - Check of directory structure.
- 3) Maintenance of telemetry uplink
 - Check of correct data transmission,

- Check of proper condition,
 - Check of RF cable and antennas,
 - Check and replace humidity capsule.
- 4) Maintenance of PDGPS ground station
 - Check of correct data transmission,
 - Check of proper condition.
 - 5) Maintenance of DRTT and ground station
 - Check of correct data transmission,
 - Check of proper condition,
 - Check of Theodolite accuracy.
 - 6) Maintenance of AFIS components
 - Check of antenna relay box,
 - Check of video switch unit,
 - Check of audio switch unit,
 - 7) Check AFIS console and workstation grounding.
 - 8) Antenna reflection measurement.
 - 9) Calibration of all receivers.
 - 10) Interface check between AFIS console and workstation; Interface check between AFIS and aircraft equipment.
 - 11) Replacement of broken keys and caps, switches. Repair or replacement damaged cables and connectors.
 - 12) Repair or replacement damaged elements, parts of printer, displays, keyboard and trackball and all other elements of structure for fixing.

4. Service Bulletin /Service Letter

The contract covers all repair and technical failures and innovations that have been published in Service Bulletins or Service letter.

5 Hotline 24 hours / 7 days per week

SUPPLIER will provide 24hours / 7 days per week technical support by telephone, e-mail, FTP server. This will include delivery of needed spare parts.

6 Replace and repair parts

In case of failure of any part of the equipment of automatic flight inspection system, SUPPLIER shall provide the repair/replace service for the defective item/s in the time period as provided in the document "List of parts of the equipment with the approximate Turn around time (TAT)". Turn around time (TAT – time elapsed between the date of arrival of the faulty item of the equipment at Bidder's premises and the date of shipment of the repaired / replaced item to the Procuring entity) for the parts of the equipment that need to be repaired / replaced in warranty is defined in the document – List of parts of the equipment with the approximate Turn around time (TAT).

SMATSA shall bear all costs for sending the faulty item to SUPPLIER premises on the basis DAP SUPPLIER location. The SUPPLIER shall bear all costs for sending the repaired / replaced item back to SMATSA on the basis DAP Airport "Nikola Tesla" Beograd.

In case SUPPLIER already has the identical spare part, as the one that should be repaired / replaced, on stock, SUPPLIER shall send the correct spare part to SMATSA in order to maintain the operability of the equipment. After the repair, this item shall be sent back to SUPPLIER. The cost shall be treated equally as in previous paragraph.

SUPPLIER will prepare application procedures and documentation for failure reporting and execution of service, in order to ensure the failure is duly reported. Upon receiving failure reports by SMATSA, SUPPLIER will analyze, resolve, test, install and remove functional malfunction within the agreed period, in accordance with the classification of the failure. SMATSA staff can be used for the execution of diagnostic and repair, but the responsibility for removing failures belongs to SUPPLIER.

SUPPLIER shall prepare procedures and documentation for failure reporting and execution of service.

7 Intellectual Property Rights

All intellectual property rights, especially the rights concerning the design of the system architecture, hardware and software remain the law company AERODATA AG as system manufacturer. Copy of any software is approved for the purposes of backup. Delivery system includes three software licenses.

8 Import / Export

Certificate of end-user and/or DSP-83 completed form may be required for the order to allow SUPPLIERS to apply for an export license. Non-issuance of export permits by the Government of the United States and / or German Government, or withdrawal / termination of the required export licenses from the US Government and / or the German government will release SUPPLIERS its obligations without liability for consequential losses.

9 Warranty

SUPPLIER will provide free repair of defects caused during the production of the modified system components, after being notified in writing within 2 years of the receipt of the repaired item.

The warranty does not apply if a system component and so on. has not been used or maintained in accordance with the rules of the authorities responsible for airworthiness and / or producers' instructions for use, maintenance and testing program.

The warranty does not include wear and tear.

10 Technical changes

SUPPLIER has the right to replace each component a component equivalent or better than her

Table 1. Spare parts for AFIS

No	Part Number	Part Title	Note	TAT
1	AD-CDISP-080x	Display	B	4-6 wks
2	AD-SB6-xx	Annunciator Unit	A	4-6 wks
3	AD-USBHUB-0100-00	USBHUB	-	4-6 wks
4	AD-RNZ-850-0100	NAV/DME/MKR Receiver	A,B	4-6 months
5	AD-KEYBO-xx	Keyboard / Trackball	B	2 wks inlet only
6	AD-SDCR-0100	SD Card Reader	A	4-6 wks
7	AD-MUX16-0101	Video Switch Unit	A	4-6 wks
8	AD-Tele-3xxx	Telemetry Modem	-	Modem only: 8 wks
9	Dittel, F10304	VHF Com, FSG90	-	minimum 2 wks
10	PROPAK-V3-GENERIC	GPS Receiver, OEM5	-	4 wks
11	HP DeskJet 6940	Colour Printer	-	2 wks
12	CPU Card	Power PC	A	4-6 wks
13	AD-VCAP	VME Bus Board	A	4-6 wks
14	AD-VAN	Multi IO Board	A	4-6 wks
15	AVME 9630	Carrier Board	A	4-6 wks
16	Relay 16	Relay Board	A	4-6 wks
17	IP 470	Digital I/O Board	A	4-6 wks
18	CP306	Dual Core Processor Board	A	4-6 wks
19	Atlas	Graphic Board	A	4-6 wks
20	CH 1-4-SOUND	Sound Board	A	4-6 wks
21	Flash Disc	Flash Disc	-	4-6 wks

Wks - weeks

Note A:

This part is normally in stock at the SUPPLIER. However, the availability of a part is the principle of "first come-first served". SUPPLIER proposes a maintenance contract to ensure the availability of a part.

Note B:

For this part SUPPLIER usually has a part that can borrow. The part that borrows commonly used client for the duration of the procurement process works being replaced. However, the availability of work that lends not guaranteed without a maintenance contract. Availability is on a "first come-first served".

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

MANDATORY REQUIREMENTS

As per Article 75 of the Public Procurement Law ("Official Gazette of the Republic of Serbia" no. 124/2012, 14/2015 and 68/2015), a bidder must prove the following:

- (1) that he 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 BIDDERS¹:

- i) Extract from the Business Registers Agency, or extract from the register of relevant Commercial Court.

FOREIGN BIDDERS:

- ii) Extract from the register of the competent authority.

NATURAL PERSON

Not applicable.

- (2) that neither he, 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:

NOTE: Evidences may not be older than two months prior to bid-opening i.e. evidences must be issued after 31/08/2018

LEGAL ENTITY

DOMESTIC BIDDERS:

- i) Certificate from criminal records, i.e. BASIC COURT CERTIFICATE with jurisdiction in the area where the registered seat of the bidder – domestic legal entity is located, i.e. where the registered seat of the bidder – representative or branch office of the foreign legal entity is located, confirming that the legal entity has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud. SPECIAL NOTE: 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 bidder – domestic legal entity is located, i.e. where the registered seat of the bidder – representative or branch office of the foreign legal entity is located, for commercial crimes 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

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

iii) Certificate from the criminal records from the competent police administration of the ministry of internal affairs, confirming that Bidder's legal representative has not 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 (the request may be submitted by place of birth or the place of residence of the legal representative. If the Bidder has several legal representatives, the evidence shall be submitted for each of them.

FOREIGN BIDDERS:

iv) Criminal records extract, i.e. certificate (confirmation) of the competent authority with jurisdiction confirming that the Bidder (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 with jurisdiction that that Bidder's legal representative (natural person(s) – all legal entities entered in the register of 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.

ENTREPRENEUR / NATURAL PERSON

DOMESTIC BIDDERS:

vi) Certificate from criminal records, i.e. certificate from the competent police administration of the Ministry of Internal Affairs, confirming that the Bidder 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 BIDDERS:

vii) Certificate from the relevant court with jurisdiction confirming that the Bidder 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 he has paid due taxes, contributions and other forms of public charges in accordance with the regulations of the Republic of Serbia or a foreign country if its registered seat is located in its territory (Article 75, para 1, point 4) of the Law):

Evidence:

NOTE: Evidences may not be older than two months prior to bid-opening i.e. evidences must be issued after 31/08/2018

LEGAL ENTITY/ENTREPRENEUR / NATURAL PERSON

DOMESTIC BIDDERS:

- i) Certificate from the Tax Administration of the Ministry of Finance that the Bidder has settled all due taxes **AND**
- ii) Certificate of the local self-government institution that the Bidder has settled local due taxes **OR**
- iii) Certificate of the Privatisation Agency proving that the Bidder is undergoing a privatization process.

FOREIGN BIDDERS:

iv) Certificates of the competent tax authorities and organization for compulsory social insurance confirming that the legal entity has settled due taxes and contributions.

- (4) that he has adhered to all obligations that pertain to applicable legislation concerning safety at work, employment and working conditions, protection of environment and that he has not been prohibited from performing business activity by a final court or administrative measure, in force at the time of submitting the Bid (Article 75, para 2 of the Law):

Evidence:

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

- (5) That he has a valid permit of the relevant authority with jurisdiction, for the activity that is the subject of this public procurement (Article 75, para 1, point 5) of the Law) i.e. that the Bidder possesses valid APPROVAL CERTIFICATE PART 145, PART 21J and PART 21G issued by European Aviation Safety Agency (EASA) or by national civil aviation authority in accordance with Regulation on basic rules in the field of the civil aviation and the competences of the European Aviation Safety Agency ("Official Gazette of the Republic of Serbia", No 23/12) which transposes Regulation (EC) No 216/2008 and Regulation on the continuing airworthiness of aircraft and aeronautical products, parts and appliances and on the approval of organizations and personnel involved in these tasks ("Official Gazette of the Republic of Serbia", No 32/11, 23/12, 27/12 and 10/14) which transposes Regulation (EC) No 1321/2014.

Evidence:

LEGAL ENTITY / ENTREPRENEUR

- i) Photocopy of valid APPROVAL CERTIFICATE PART 145 issued by European Aviation Safety Agency (EASA) or by National Civil Aviation Authority with following authorization within the approval schedule: aircraft Beechcraft King Air 350;
- ii) Photocopy of valid APPROVAL CERTIFICATE PART 21J issued by European Aviation Safety Agency (EASA) or National Civil Aviation Authority and
- iii) Photocopy of valid APPROVAL CERTIFICATE PART 21G issued by European Aviation Safety Agency (EASA) or National Civil Aviation Authority.

NATURAL PERSON

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ADDITIONAL REQUIREMENTS

As per Article 76 of the Public Procurement Law, the Contracting authority has defined additional requirements that the bidder participating in the public procurement procedure, must fulfill, as follows:

(6) Economic capacity:

- a) that the Bidder possess valid certificate prEN 9110:2016 for maintenance, overhaul and modification of the aircraft which is issued by an accredited organisation;
- b) that the Bidder is either manufacturer of flight inspection system AD-AFIS 260 or certified as the authorized service centre for flight inspection system AD AFIS 350 by its manufacturer of the flight inspection system.

Evidence:

LEGAL ENTITY / ENTREPRENEUR / NATURAL PERSON

- i) Photocopy of the certificate prEN 9110:2016 for maintenance, overhaul and modification of the aircraft valid on the date of the bid opening;
- ii) Bidder's statement (stamped and signed by the Bidder's authorised person, made under penalty of perjury) submitted in the free-form proving that the Bidder is manufacturer of the flight inspection system AD AFIS 260, OR, in case that he is not manufacturer, Contract or Authorisation proving that the manufacturer of the flight inspection system AD AFIS 260 (AERODATA AG, Germany) had authorised the Bidder to perform maintenance services of the subject system.

- (7) Technical Capacity** – that, at the moment of the submission of the Bid, the Bidder uses (owns, rents, leases) one service center in which he can provide base maintenance of the aircraft Beechcraft King Air 350, as well as maintenance and calibration services of the flight inspection system.

Evidence:

LEGAL ENTITY / ENTREPRENEUR / NATURAL PERSON

- i) Bidder's statement made under penalty of perjury (in the form given in Form V-7) stamped and signed by the Bidder's authorised person, proving that the Bidder possesses the required technical capacity defined in point 7.

- (8) Personnel capacity** – that the Bidder employs at least two expert with expertise in providing support services for avionic on the Beechcraft King Air 350 aircraft modified and integrated with flight inspection system AD AFIS 260, out of which:

- a) one person who will be responsible aircraft maintenance with B1 license in accordance with EASA regulation, PART -147 and
- b) one person who will be responsible avionic maintenance with B2 license in accordance with EASA regulation, PART -147.

Evidence:

- i. Bidder's statement made under penalty of perjury (in the form given in Form V-8) stamped and signed by the Bidder's authorised person, proving that the Bidder possesses the required personnel capacity defined in point 8.
- ii. Photocopy of the license of the persons listed in the Form V-8 in which the authorization B1 and/or B2 is registered.

INSTRUCTIONS FOR PROVING COMPLIANCE TO THE REQUIREMENTS:

1. IF A BIDDER SUBMITS BID WITH SUBCONTRACTOR, than, in accordance with Article 80 of the Law, subcontractor must fulfil mandatory requirements from point 1) through 4) of this Section. Proof 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 subcontractors. 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 bidder can prove fulfilment of that requirement through subcontractors to which he has entrusted the execution of that part of procurement. Additional requirements cannot be fulfilled through subcontractor.
2. REQUIREMENTS FOR A GROUP OF BIDDERS - In the case of a joint bid, each bidder within the group of bidders must fulfil the mandatory requirements from point 1) through 4) of this Section. Requirement from point 5) of this Section shall be fulfilled by the bidder from the group of bidders that has been entrusted with the execution of that part of the

procurement for which compliance with the requirement is mandatory. Additional requirements from this Section, bidders from the group can fulfil jointly, unless otherwise defined in additional requirement.

3. **CHANGES RELATED TO THE FULFILMENT OF THE REQUIREMENTS** - The Bidder shall inform Contracting authority, in writing and without delay, of any change concerning fulfillment of requirements for participation in public procurement procedure, which occurs before the decision is made or the contract awarded, or during the public procurement contract validity period, and shall document such change in the prescribed manner.
4. **MEANS OF SUBMITTING EVIDENCE** – Proofs on fulfillment of requirements may be supplied as uncertified copies, and Contracting authority may, before decision on awarding contract, demand from the bidder, whose bid was evaluated as most advantageous on the grounds of the report of public procurement committee, to present the original documents or certified copies of all or of only some of proofs. If the bidder fails to present original or certified copies of requested evidence within the given adequate deadline, which may not be less than five days, contracting authority shall refuse its bid as unacceptable.
5. **REGISTER OF BIDDERS** - The bidder, which is registered in the Register of Bidders kept by the Serbian Business Registers Agency, is not obliged to submit evidences of requirement fulfilment from points 1) to 3) of this Section, in accordance with Article 78 of the Law.
6. **EVIDENCE WHICH IS PUBLICLY AVAILABLE ON THE INTERNET** - The bidder is not obligated to provide evidence which is publicly available on internet websites of the competent authorities, such as: Extract from the Serbian Business Registers Agency available on the page www.apr.gov.rs. 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 his bid the webpage where the sought information is publicly available in Serbian language.
7. **ELECTRONIC DOCUMENT** - Where evidence of fulfilment of requirements is electronic document, bidder has to supply a hard copy of electronic document, in accordance with the law governing electronic documents.
8. **BIDDER WITH A REGISTERED ADDRESS IN ANOTHER COUNTRY** –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 his 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. By this statement the bidder affirms that such evidence cannot be issued in the country where the bidder's principal address is located, and that the bidder fulfils the mandatory requirements from points from 1) through 3) of this Section. The Requirement Fulfilment Statement for bidders/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 elements indicated in Form V-6. The Contracting Authority shall verify if the conditions for application of this point have been met. If the bidder's principal address is in another country, the Contracting Authority may verify whether the documents provided by the bidder proving compliance with the requirements have been issued by the competent authority of that country.
9. **THE LANGUAGE IN WHICH EVIDENCE FOR MANDATORY REQUIREMENTS IS SUBMITTED** - Each document serving as an evidence for mandatory requirement for participation in the public procurement procedure defined in points from 1) to 3) of this Section, the bidder shall submit as the document in the official language spoken in the Bidder's country along with the translation into Serbian language certified by an authorised court interpreter.

IV CRITERIA FOR CONTRACT AWARD

(1) TYPE OF CRITERIA FOR CONTRACT AWARD

Criteria for contract award is lowest offered price for the services

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

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

In case when there are two or more bids with an equal lowest offered price, the selection of the most advantageous bid shall be conducted based on the longer payment deadline.

If even after applying the above stated spare criterion, it is still not possible to decide to whom the contract should be awarded, the Contracting Authority will award the contract to the Bidder drawn in the procedure of drawing lots. The Contracting Authority shall notify in writing all Bidders having submitted their Bids of the time and date of the draw. Only those Bidders with the same lowest price offered and the same payment deadline shall be invited in the procedure of the draw. The lots drawing procedure will be public, conducted in the presence of Bidders, in a way that the names of the Bidders will be printed on the separate papers, which are the same in size and color, and will be put in the transparent box, out of which only one paper will be drawn. The name of the Bidder drawn from the box will be the one to whom the contract will be awarded to. The Minutes of the draw will be submitted to the Bidders not attending the procedure.

V FORMS WHICH REPRESENT INTEGRAL PART OF THE BID

- 1) Bid form (Form V – 1)
 - 2) Price structure form, with instruction for filling (Form V – 2)
 - 3) Bid-Preparation Expense Form (Form V – 3)
 - 4) Independent bid statement form (Form V -4)
 - 5) Bidder's Regulation compliance statement form (Form V – 5)
 - 6) Subcontractor's Regulation compliance statement form (Form V – 5a)
 - 7) Forms of Requirements fulfillment for participation in the public procurement – Article 75 and 76 of the Law, defined in the tender documents
-
- Requirements fulfillment form for participation in the public procurement for foreign bidders/subcontractors statement form (Form V -6)
 - Statement Form on the technical capacity (Form V -7)
 - Statement Form on key technical staff and other experts responsible for the implementation of the contract (Form V -8)

BID FORM²

Contract title: Engine overhaul, Aircraft base maintenance and maintenance of the Flight Inspection System in the authorized service center– 180/U/18

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

As per the Invitation to Bid for the Provision of Engine overhaul, Aircraft base maintenance and maintenance of the Flight Inspection System in the authorized service center (public procurement no. 180/U/18), we hereby submit our bid as follows:

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

I IDENTIFICATION DATA (LEAD BIDDER FROM THE GROUP OF BIDDERS)

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

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

RSD EUR
(please mark the appropriate field)

²Form must be filled in, certified by company seal and signed by an authorized person of the bidder, by which the bidder confirms that the data provided in the Bid Form are accurate.

³Legal entities that do not exceed two of the following criteria i) average number of employees 10, ii) operating revenues 700,000 EUR in RSD and iii) average value of operating assets (calculated as the arithmetic mean value at the beginning and end of the business year) € 350,000 in dinars.

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

⁵ Legal entities that exceed two previous footnotes criteria, but do not exceed two of the following criteria: i) average number of employees 250, ii) operating revenues 35,000,000 EUR in dinars, iii) average value of operating assets (calculated as the arithmetic mean value at the beginning and at the end of the business year) € 17,500,000 in dinars.

⁶Legal entities that exceed two criteria from the previous footnote.

Currency in which all the prices in our bid are expressed:	<input type="checkbox"/> RSD <input type="checkbox"/> EUR <i>(please mark the appropriate field <input checked="" type="checkbox"/>)</i>
Validity period of the Bid (not less than 60 days)	_____ days from the date of bid opening
Total Price for the Engine overhaul, Aircraft base maintenance and maintenance of the Flight Inspection System in the authorized service center	_____ without VAT in the Republic of Serbia _____ with VAT in the Republic of Serbia. <p>The bid price includes all costs associated with contract performance of the public procurement. The quoted price includes all applicable fees for the license, expenses, all taxes, duties, contributions, levies and charges, relating to the subject of the public procurement payable in the country of the Bidder. The offered price does not include customs duties and taxes payable in the Republic of Serbia/Montenegro that are borne by the Contracting Authority.</p>
Method of Payment <i>(please enter the payment deadline, not less than 15 days nor more than 45 days)</i>	For ENGINE OVERHAUL AND AIRCRAFT BASE MAINTENANCE SERVICES – Payments shall be remitted following each service provision as per Unit prices from Table I, Form V-2, based on individual Purchase Orders, within _____ calendar days from the date of the submission of the invoice and Report on the provided services certified by the authorized person of the Contracting authority; For MAINTENANCE AND CALIBRATION OF THE FLIGHT INSPECTION SYSTEM - Payments of the total amount from Table II, Form V-2 shall be remitted based on individual purchase orders, in identical quarterly installments, after expiry of the quarter in which service had been rendered, within _____ calendar days from the date of the presentation of the invoice and Quarterly report on the provided services certified by the authorized person of the Contracting authority, based on individual Purchase Orders.
The deadline for provision of services	The deadline for provision of service including: the date of aircraft arrival, layover period and/or Milestone Plan or single elements thereof shall be defined in the Purchase Orders.
Warranty period for Engine Overhaul	Twelve (12) months or thousand (1000) flight hours from the date of installation of the overhauled engine in the Contracting authority's aircraft, whatever occurs first.
Warranty period for Aircraft base maintenance Service	The warranty period for Services provided by the Bidder and/or Material produced by the Bidder is twenty four (24) months or five hundred (500) flight hours from the date of acceptance of the service or handing-over to the Contracting authority's representatives, whatever occurs first. Warranty period for material and/or Spare parts that has been purchased and delivered by the Bidder's Supplier, are limited to

	the original warranty terms of Supplier. The Bidder shall assign its corresponding warranty rights and claims from the respective Supplier to the Contracting authority.
Warranty period for maintenance and calibration of the flight inspection system services	The Bidder to whom the Contract is awarded will provide free repair of defects caused during the production of the modified system components, after being notified in writing within 2 years of the receipt of the repaired item.

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

Place and date:

Bidder: Seal and signature

BID FORM - MEMBER OF A GROUP OF BIDDERS IDENTIFICATION⁷

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

Place and date:

Bidder: Seal and signature

⁷ Form shall be filled-in shall be filled-in only in cases where a group of bidders is submitting the bid. This Form must be copied in a sufficient number of copies, each copy properly filled-in and submitted for each bidder in a joint bid.

BID FORM – SUBCONTRACTOR’S IDENTIFICATION FORM ⁸

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

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

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

Place and date:

Bidder: Seal and signature

Place and date:

Subcontractor: Seal and signature

⁸ Form shall be filled-in only by those bidders that are submitting a Bid with a subcontractor. If the Bidder has more subcontractors, this page must be copied in a sufficient number of copies, each copy properly filled-in and submitted for each subcontractor. The percentage of the total value of the public procurement that the Bidder is entrusting to the subcontractor cannot exceed 50%, and if the Bidder is entrusting public performance to a multiple number of subcontractors, the percentage of the procurement value that is being entrusted to all subcontractors (the sum for all subcontractors), cannot exceed 50%.

PRICE STRUCTURE FORM, WITH INSTRUCTION FOR FILLING

Table I – ENGINE OVERHAUL, BASE MAINTENANCE AND TECHNICAL SUPPORT of the AIRCRAFT BEECHCRAFT KINGAIR 350

No.	Description	Unit of measurement	Estimated quantity	Unit Price without VAT	Unit Price with VAT	Total Price without VAT	Total Price with VAT
I	II	III	IV	V	VI	VII	VIII
1	Scheduled inspection of the aircraft (Phases 1, 2, 3 and 4) which includes lubrication, necessary material and Certificate of release to service issuance	pcs	4				
2	Man power price for Performance of repairs, modifications or changes according to Contracting authority demands and/or finding of scheduled inspections	work hour	100				
3	Man power price for Engineering services related to repairs and modifications on aircraft	work hour	20				
4	Man power price for worldwide support in case of AOG	work hour	8				
5	Overhaul of PT6A-60A engine (5a+5b+5c+5d)	pcs	2				
5a	Man power price for PT6A-60A engine overhaul	pcs	2				
5b	Material for PT6A-60A engine overhaul	pcs	2				
5c	Transport cost for PT6A-60A engine overhaul	pcs	2				
5d	Rental of the replacement engines during PT6A-60A engine overhaul	pcs	2				
6	Replacement fasteners on wing Kit P/N 101-4077-3 (6a+6b)	pcs	2				
6a	Material for replacement fasteners	pcs	2				

6b	Man power for replacement fasteners	pcs	2				
7	Overhaul main landing gear (7a+7b)	pcs	2				
7a	Material and repair for overhaul main landing gear	pcs	2				
7b	Man power for replacement main landing gear	pcs	2				
8	Overhaul nose landing gear (8a+8b)	pcs	1				
8a	Material and repair for overhaul nose landing gear	pcs	1				
8b	Man power for replacement nose landing gear	pcs	1				
9	Overhaul propeller (9a+9b)	pcs	2				
9a	Material and repair for overhaul propeller	pcs	2				
9b	Man power for replacement propeller	pcs	2				
10	Replacement landing gear retraction and extension teflon hydraulic hoses and brake hoses	set	1				
11	Replacement flammable liquid carrying hoses	set	1				
12	NDT inspection all weels (main and nose)	set	1				
13	Visual and fluorescent liquid penetrant crack inspection both wing attach fittings	set	1				
14	Replacement main tire	pcs	8				
15	Replacement - overhaul starter generator	pcs	2				
16	Replacement P3 air filter	pcs	2				
17	Replacement lower forward wing bolt and nut	pcs	2				

18	Replacement fire extinguisher in cockpit and cabin	pcs	2				
19	Replacement main battery RG-380E/44K	pcs	2				
20	Replacement ESIS battery PS835D	pcs	1				
21	Transponder TDR-94D Conversion in ADS-B Out, SB 34-4150 (21a+21b)	pcs	2				
21a	Material and sertification for conversion transponder	pcs	2				
21b	Man power for conversion transponder	pcs	2				
22	Renewal subscription for JepView and Flite Star for Euro-Mediterranean region and Eastern Europe (8 licenses)	pcs	2				
23	Extension of the subscription for JepView and Flite Star for Africa, the Middle East and South Asia (8 licenses)	pcs	2				
24	Renewal subscription for FMS navigation data base for Europe, Asia and Pacific and for IFIS data base	pcs	2				
25	Renewal subscription for CAMP	pcs	2				
26	Renewal subscription for ML B300	pcs	2				
A	Total Price						

The Bidder shall fill in Table I in the following manner:

- **Column IV:** Stated quantities are tentative and the Contracting authority has assessed it for the period of the framework agreement validity. Actual quantities shall be determined once the need for the subject matter of the procurement arises with the Contracting Authority and it will be defined in individual Purchase Orders
- **Columns V and VI:** to be filled in with unit prices without and with value added tax payable in the Republic of Serbia. **Foreign Bidder enters the same amount in both fields;**
- **Columns VII and VIII:** to be filled in with total prices which represents product of the quantity (Column IV) and unit prices (Columns V and VI) without and with value added tax payable in the Republic of Serbia. **Foreign Bidder enters the same amount in both fields**

- **Row A:** To be filled in with sum of the Rows from 1 to 26. **Foreign Bidder enters the same amount in fields without and with value added tax payable in the Republic of Serbia**

Table II - MAINTENANCE AND CALIBRATION OF THE FLIGHT INSPECTION SYSTEM SERVICES

No.	Description	Unit of measurement	Estimated quantity	Unit (Yearly) Price without VAT	Unit (Yearly) Price with VAT	Total Price without VAT	Total Price with VAT
I	II	III	IV	V	VI	VII	VIII
1	Jeppesen database update service for AD-AFIS, every 28 days	year	2				
2	Calibration of test equipment	year	2				
3	Preventive base maintenance once a year	year	2				
4	Repair of all technical malfunctions and innovations published in the Service Bulletin or Service Letter	year	2				
5	Replacement and repair of any part of the equipment upon written notice of failure in accordance with the Technical specification	year	2				
6	24 hours / 7 days per week technical support	year	2				
A	Total price						

The Bidder shall fill in Table II in the following manner:

- **Column IV:** Stated quantities are tentative and the Contracting authority has assessed it for the period of the framework agreement validity. Actual quantities shall be determined once the need for the subject matter of the procurement arises with the Contracting Authority and it will be defined in individual Purchase Orders
- **Columns V and VI:** to be filled in with unit i.e yearly prices without and with value added tax payable in the Republic of Serbia. **Foreign Bidder enters the same amount in both fields;**

- **Columns VII and VIII:** to be filled in with total prices which represents product of the quantity (Column IV) and unit prices (Columns V and VI) without and with value added tax payable in the Republic of Serbia. **Foreign Bidder enters the same amount in both fields**
- **Row A:** To be filled in with sum of the Rows from 1 to 6. **Foreign Bidder enters the same amount in fields without and with value added tax payable in the Republic of Serbia**

Table III – RECAPITULATION

No.	Description	Total without VAT	Total with VAT
I	ENGINE OVERHAUL, BASE MAINTENANCE AND TECHNICAL SUPPOERT of the AIRCRAFT BEEHCRAFT KINGAIR 350	_____	_____
II	MAINTENANCE AND CALIBRATION OF THE FLIGHT INSPECTION SYSTEM SERVICES	_____	_____
III	Total (I + II)	_____	_____

- Row I please enter total value from Table I
- Row II please enter total value from Table II
- Row III Please enter sum of the Row I and Row II and enter that value in the Bid form (Form V-1).

Place and date:

Bidder: Seal and signature

BID-PREPARATION EXPENSE FORM

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

TYPE OF EXPENSE	Amount in RSD
TOTAL AMOUNT OF BID-PREPARATION EXPENSES	

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

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

Place and date:

Bidder: Seal and signature

DECLARATION OF INDEPENDENT BID FORM

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

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

makes following:

DECLARATION OF INDEPENDENT BID

Under full material and criminal responsibility, I confirm that the bid in the public procurement procedure PP 180/U/18 - Engine overhaul, Aircraft base maintenance and maintenance of the Flight Inspection System in the authorized service center, has been submitted **independently, without collaboration with other bidders or interested parties.**

Place and date:

Bidder: Seal and signature

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

If the Bid is submitted by Group of Bidders: Statement shall be signed by authorized person of each Bidder from the group of Bidders and certified by stamp. Form shall be photocopied in sufficient number of copies and submitted for each bidder from the group of bidders, separately.

REGULATION COMPLIANCE STATEMENT FORM FOR BIDDERS

As per Article 75 par. 2 of the Public Procurement Law ("The Official Gazette of the Republic of Serbia", no. 124/2012, 14/2015 and 68/2015), the Bidder

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

makes following:

REGULATION COMPLIANCE STATEMENT

Under full material and criminal responsibility, I confirm that in the course of preparation of the bid in the public procurement procedure for PP 180/U/18 - Engine overhaul, Aircraft base maintenance and maintenance of the Flight Inspection System in the authorized service center, 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 economic activity by any measure in force at the time of submitting the Bid in this public procurement.

Place and date:

Bidder: Seal and signature

Note:

If the Bid is submitted by Group of Bidders, Statement shall be signed by authorized person of each Bidder from the group of Bidders and certified by stamp. This Form shall be photocopied in sufficient number of copies and submitted for each bidder from the group of bidders, separately.

REGULATION COMPLIANCE STATEMENT FORM FOR SUBCONTRACTORS

As per Article 75 par. 2 of the Public Procurement Law ("The Official Gazette of the Republic of Serbia", no. 124/2012, 14/2015 and 68/2015), the Subcontractor

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

makes following:

REGULATION COMPLIANCE STATEMENT

Under full material and criminal responsibility, I confirm that in the course of preparation of the bid in the public procurement procedure for PP 180/U/18 - Engine overhaul, Aircraft base maintenance and maintenance of the Flight Inspection System in the authorized service center, 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 economic activity by any measure in force at the time of submitting the Bid in this public procurement.

Place and date:

Bidder: Seal and signature

Remark:

If the Bid is submitted with subcontractors, this Statement must be signed by Subcontractor's authorized person and stamped. If the Bidder has more subcontractors, this form must be copied in a sufficient number of copies, each copy properly filled-in and submitted for each subcontractor.

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

As per Article 79 par. 10 of the Public Procurement Law ("The Official Gazette of the Republic of Serbia", no. 124/2012, 14/2015 and 68/2015), the Bidder/Subcontractor: _____
_____ (Business name of the Bidder/Subcontractor),
registered number: _____ from _____ (Country in
which Bidder / Subcontractor's registered address is located) makes following:

**STATEMENT ON REQUIREMENTS FULFILMENT FOR PARTICIPATION IN THE PUBLIC
PROCUREMENT¹⁰**

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

CONDITION		please mark applicable fields <input checked="" type="checkbox"/>
1	- that relevant authority in the country where my registered address 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 address is located	
2	- that neither relevant court nor police administration in the country where my registered address is located does not issue formal evidences that legal entity and its 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 Bidder/Subcontractor as a legal entity, nor its 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 address 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 forms of public charges in accordance with the regulations of the country where my registered address is located	

Place and date:

**Bidder/Subcontractor:
Seal and signature**

Form V-7

⁹This form is to be filled-in with relevant data and by marking the requirements in the table for which the bidder is submitting his statement in accordance with point 8. of Instructions for proving compliance to the requirements, Section III of the Tender Documents. The bidders and/or subcontractor shall fill-in 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 bidder's registered address is located.**

STATEMENT FORM ON THE TECHNICAL CAPACITY

In accordance with article 77, paragraph 2. point 2) under (3) of the Public Procurement Law ("The Official Gazette of the Republic of Serbia", no. 124/2012, 14/2015 and 68/2015), the Bidder

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

makes following:

STATEMENT ON THE TECHNICAL CAPACITY

I hereby declare, under full criminal and financial responsibility, that at the moment of the submission of the Bid, I use (own or rent or lease) authorised service centre with necessary equipment for the provision of the following services:

- ENGINE OVERHAUL, BASE MAINTENANCE of the AIRCRAFT BEEHCRAFT KINGAIR 350 and
- MAINTENANCE AND CALIBRATION OF THE FLIGHT INSPECTION SYSTEM SERVICES AD-AFIS 260.

The address of the authorized service center from the previous paragraph is:

(please enter the street, number, town and country in which service center is located)

This confirmation is issued for the purpose of participation in an open public procurement procedure 180/U/18 - Engine overhaul, Aircraft base maintenance and maintenance of the Flight Inspection System in the authorized service center conducted by the Serbia and Montenegro Air Traffic Services SMATSA llc, and cannot be used for any other purpose.

Place and date:

Bidder: Seal and signature

**STATEMENT FORM ON KEY TECHNICAL STAFF AND OTHER EXPERTS
RESPONSIBLE FOR THE IMPLEMENTATION OF THE CONTRACT**

In accordance with article 77, paragraph 2. point 2) under (4) of the Public Procurement Law ("The Official Gazette of the Republic of Serbia", no. 124/2012, 14/2015 and 68/2015), the Bidder

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

makes following:

**STATEMENT ON KEY TECHNICAL STAFF AND OTHER EXPERTS RESPONSIBLE
FOR THE IMPLEMENTATION OF THE CONTRACT**

I hereby declare, under full material and criminal responsibility, that I engage two persons who will be responsible for the execution of the services which are subject of this public procurement and who are trained for provision of maintenance services for the aircraft (Certificate B1) and avionics (Certificate B2) on the aircrafts BEECHCRAFT KINGAIR 350 modified and integrated with flight inspection systems of the manufacturer AERODATA AG, Germany:

	Name and surname	Certificate	E-mail
1.		B1	
2.		B2	

This confirmation is issued for the purpose of participation in an open public procurement procedure 180/U/18 - Engine overhaul, Aircraft base maintenance and maintenance of the Flight Inspection System in the authorized service center conducted by the Serbia and Montenegro Air Traffic Services SMATSA llc, and cannot be used for any other purpose.

Place and date:

Bidder: Seal and signature

VI MODEL FRAMEWORK AGREEMENT

Note: The bidder to whom the framework agreement is awarded to will be obliged to sign a framework agreement that, apart from the parts that shall be entered from the bid form and possible detected technical errors, will be identical to the model given below. The bidders shall fill in the Form VI at indicated places (shaded fields) with the relevant information from the bid. The Model framework agreement must be signed and sealed by an authorized person of the bidder, thus confirming that the bidder agrees with all the elements and provisions of the Model framework agreement.

FRAMEWORK AGREEMENT FOR JN 180/U/18

Engine overhaul, aircraft base maintenance and maintenance of the flight inspection system in the authorized service center

concluded between:

SERBIA AND MONTENEGRO AIR TRAFFIC SERVICES SMATSA LLC, Trg Nikole Pašića 10, Belgrade, Republic of Serbia, TIN: 103170161, registration number: 17520407, represented by Director Predrag Jovanović (hereinafter: the Contracting authority) on the one side
and

name, head office, registration number, TIN, name and surname of the person authorized to sign the contract (hereinafter: the Service provider), on the other side,

1. _____
2. _____
3. _____

(other bidders from a group of bidders)

The Contracting authority and the Service provider shall hereinafter, individually and jointly, be referred to as “the Contracting party” or “the Contracting parties”, depending on the context.

The Parties to the Framework agreement shall agree that:

- the Contracting authority, in accordance with the Public Procurement Law (“Official Gazette of the RS”, No 124/12, 14/15 and 68/15), has conducted an open public procurement procedure for the services of engine overhaul, aircraft base maintenance and maintenance of the flight inspection system in the authorized service center, with the aim of concluding a framework agreement with one bidder;
- the Service provider has submitted the bid no.----- dated ----- (filled in by the Contracting authority), which shall be an integral part of this Framework agreement (hereinafter: the Bid);
- the Contracting authority has issued the Decision on Awarding the Framework agreement NAB.00. no. ----- dated ----- (filled in by the Contracting authority), in accordance with which this Framework agreement shall be concluded between the Contracting authority and the Service provider;
- this Framework agreement shall not represent the Contracting authority’s obligation to issue purchase orders and
- - the obligation shall arise from the issuance of an individual purchase order, based on this Framework agreement.

DEFINITIONS

Article 1

The following definitions shall apply to this Framework Agreement

1. AIRWORTHINESS

An aircraft, or a component, is airworthy if it is in compliance with the valid type certificate data sheet, and if the maintenance was carried out in accordance with the applicable maintenance requirements, and if the aircraft, or the component, got a certificate of release to service.

2. CERTIFICATE OF RELEASE TO SERVICE

A statement by the Service provider approved by the relevant aviation authority, confirming that the corresponding works and/or services identified therein have been carried out in conformity with the applicable requirements, standards and provisions [e.g. EASAPart 145] by authorized personnel, and that the respective aircraft/component has been released to service.

3. COMPONENTS

Means rotatable or repairable devices, modules or individual parts of an aircraft, including engine, flight or emergency equipment, whereupon "rotatable" means serially numbered parts having life expectancy equal to the life of any aircraft if a repetitive overhaul is carried out under normal operating conditions, and "repairable" means the parts which are continually reworked to a fully serviceable condition, using authorized repair procedures from the appropriate component maintenance manual, until such rework becomes uneconomical.

4. CONSUMABLES

Means items which are only determined to be used once.

5. PURCHASE ORDER

Means a document issued by the Contracting authority in accordance with Art. 6 of this Framework agreement defining the services and scope of services the Service provider must provide in relation to the appropriate aircraft or systems.

6. CONTRACTING AUTHORITY MATERIAL

Means any documentation, tools, Material to be supplied by the Contracting authority for the execution of the Services.

7. EXPENDABLES

Means items for which no authorized repair procedure exists, and for which the costs of repair would normally exceed the costs of replacement.

8. INCOTERMS 2010

Means International Rules for the Interpretation of Commercial Terms Incoterms 2010, published by the International Chamber of Commerce in Paris, valid from the date of entry into force of the Framework agreement.

9. LAYOVER PERIOD

Means the time between the arrival of the aircraft in an authorized service of the Service provider, or any other

location agreed upon, and the redelivery date at the airport as agreed upon between the Contracting parties.

10. LEAD TIME

Means the time between the release of an order and receipt of the ordered item at the delivery place.

11. MATERIAL

Means any documentation, goods, software, systems, Components, consumables, expendables or other items integrated into the aircraft, or supplied for the aircraft.

12. PROPRIETARY INFORMATION

Means all information, data, discoveries, inventions and improvements, samples, products, computer programs, design, drawings, specifications, reports, manuals, documents, memoranda, coordination sheets, and all other information of a technical nature, as well as business planning, marketing and financial information, whether or not defined as business secret or being patentable or not, intended to be disclosed by one Party to the other Party in oral, written or other tangible form, regardless of whether the Disclosing Party identifies them as proprietary or not at the moment of disclosure.

13. REPAIRED MATERIAL

Means any Material which is repaired, refurbished or restored to serviceable condition.

14. SPARE PART

Means any new or replacement part having its number, which can be a subject to delivery or installed during the Service provision.

15. SUPPLIER

Means any distributor, furnisher, provider, vendor, supplier of any Material ordered by the Service provider.

16. TECHNICAL EXPRESSIONS

All technical expressions used in this Framework agreement and not defined herein, shall, where the context so admits, have the meanings specified in the latest edition of the World Airlines Technical Operating Glossary, published by the International Airline Transport Association (IATA) from time to time.

17. AUTHORISED PERSONS OF THE SERVICE PROVIDER

Means Service provider's personnel, borrowed workforce and other persons, to whom the Service provider assigns the support tasks in the performance of its obligations under this Framework agreement.

18. WORKING DAYS / DAYS

Means calendar days excluding relevant public holidays, Saturdays and Sundays.

SUBJECT OF THE FRAMEWORK AGREEMENT

Article 2

The subject of the Framework agreement is to determine the conditions for the issuance of individual purchase orders for the provision of services of engine overhaul, aircraft base maintenance and maintenance of the flight inspection system in the authorized service center (hereinafter: "the Services"), in accordance with the requirements in the tender documents for JN 180/U/18, Service provider's bid no.----- dated ----- (filled in by the Contracting authority), the provisions of this Framework agreement, and the actual needs of the Contracting authority.

An integral part of this framework agreement is the following:

- i) Annex 1: Technical specification - Section I of the Tender documents for JN 180/U/18;
- ii) Annex 2: Service provider's bid ----- dated ----- (filled in by the Contracting authority), hereinafter: the Bid.

SUBCONTRACTOR

Article 3

The Service provider will provide the service that is the subject of the Framework agreement through the subcontractor _____, street _____ from _____ in part _____: _____ *(filled in by the Service provider)*.

VALIDITY OF THE FRAMEWORK AGREEMENT

Article 4

The Framework agreement shall enter into force on the date of its signature by the authorized representatives of both Contracting parties, and shall be valid until the moment the value of provided services¹¹ reaches the total value of the Framework agreement, of which the Contracting authority shall notify the Service provider in writing but not later than the expiration of a two years period from the date of entry into force of the Framework agreement.

During the period of validity of this Framework agreement, the issuance of several individual purchase orders is envisaged, depending on the actual needs of the Contracting authority.

VALUE OF THE FRAMEWORK AGREEMENT AND PRICES IN THE FRAMEWORK AGREEMENT

Article 5

The total value of this Framework agreement is ----, excluding VAT. (filled in by the Contracting authority based on the estimated value of the public procurement in question).

The performed services will be charged at unit prices from the Price structure form from the Bid (hereinafter: the Price structure form).

¹¹ In the case when the Framework agreement is concluded with a foreign bidder, for the purposes of comparing the total value of the Framework agreement (in RSD) with the amount of paid services per purchase orders (in euros), the official middle exchange rate of the National Bank of Serbia on the day of payment will be used for the conversion of the paid amounts into dinars.

The unit prices from the Price structure form shall be fixed, they cannot be changed during the validity of the Framework agreement, and include all costs related to realization of the public procurement.

If the Framework agreement is to be concluded with a Foreign Bidder, paragraph 4 of Article 5 shall read as follows:

The prices referred in paragraph 2 of this Article include all applicable fees for the license, expenses, all taxes, duties, contributions, levies and charges, relating to the subject of the public procurement payable in the country of the Service provider. These prices shall not include customs duties and other public fees to be paid in the Republic of Serbia, and which shall be borne by the Contracting authority.

If the unit price of a Material or a Spare part is not specified in the Price structure form, the Service provider will deliver the appropriate bid which must be based on the average market price, or prices from the valid price lists of the Supplier. If the Contracting authority, by comparing the prices from the bid and the valid prices on the market, or the prices from the valid price lists of the Supplier, determines that the Material or the Spare part may be procured at a lower price than the bid price, the Service provider shall be obliged to deliver the part or provide the services at the lower price.

The prices of services of engine overhaul and aircraft base maintenance, and technical support services are expressed on the EX WORKS authorized service center of the Service provider basis, according to INCOTERMS 2010. In the case of failure of some part of the flight inspection system, the Contracting authority will bear the costs of sending the defective parts to the Service provider on the DAP location of the Service provider basis, while the Service provider will bear all costs for the return of repaired/replaced parts of equipment back to the Contracting authority on the DAP airport Nikola Tesla, Belgrade basis.

MANNER AND CONDITIONS FOR ISSUING OF INDIVIDUAL PURCHASE ORDERS

Article 6

After the conclusion of the Framework agreement, when the Contracting authority's need arises for the subject of procurement, the Contracting authority shall issue an individual purchase order in accordance with unit prices from the Price structure form from the Service provider's Bid. The Purchase order will be delivered electronically to the Service provider to the e-mail address: _____ (filled in by the Bidder) within 3 days from the date of its issuance, and by regular mail to the address _____ (filled in by the Bidder) within 10 days from the date of its issuance.

If the unit price of a certain item (Material or Spare part) is not defined in the Price structure form, the Contracting authority will, before issuing the purchase order, send an invitation to submit a bid to the Service provider.

The invitation to submit a bid referred to in paragraph 2 of this Article shall contain the precise item to be delivered, quantity, and place and time of delivery.

The invitation to submit a bid referred to in paragraph 2 of this Article shall be sent electronically to the e-mail address of the Service provider: _____ (filled in by the Bidder).

The deadline for submission of the bid is maximum 3 working days from the date of sending the invitation to submit a bid to the Service provider.

The Service provider shall be obliged to submit the Bid to the Contracting authority within the defined deadline to e-mail: ----- (filled in by the Contracting authority).

The Bid referred to in the preceding paragraph must be based on valid market prices, i.e. the prices from the valid price lists of the Supplier. The Service provider, along with the Bid, shall submit the evidence from which it can be determined that it is the average market price of the offered Material or Spare part.

The Contracting authority will verify the prices from the Bid, and if it determines that the offered price is higher than the comparable market price or the price from the valid price lists of the Supplier, the Service provider will be obliged to deliver the item at the determined market price.

The Contracting authority will issue an individual purchase order within 5 working days from the date of submission of the bid, provided that the bid is delivered in accordance with the Framework agreement.

If the Service provider fails to submit the bid within the deadline referred to in paragraph 5 of this Article, the Contracting authority shall implement the security instrument in accordance with this Framework agreement.

Article 7

The individual purchase orders shall be concluded under the terms of this Framework agreement.

METHOD OF PAYMENT

Article 8

For the SERVICE ENGINE OVERHAUL AND AIRCRAFT BASE MAINTENANCE - Payment will be made after the service is provided at unit prices from the Price structure form, Table I of Annex 2, based on individually issued purchase orders, within [REDACTED] (not shorter than 15 or longer than 45) calendar days from the date of receipt of the correct invoice and the Report on received services, certified by the authorized person of the Contracting authority.

For the SERVICE MAINTENANCE AND CALIBRATION OF THE FLIGHT INSPECTION SYSTEM - Payment of the annual amount for the provision of the service from the Price structure form, Table II of Annex 2, will be made in identical quarterly installments after the expiration of the quarter in which the service was provided, within [REDACTED] (not shorter than 15 or longer than 45) calendar days from the date of receipt of the correct invoice and the Quarterly Report on received services, certified by the authorized person of the Contracting authority, based on individually issued purchase orders.

If the Framework agreement is to be concluded with a Domestic Bidder, paragraph 3 of Article 8 shall read as follows:

If the Service Provider has present the Price in their Bid in EUR, calculation thereof into RSD counter value on the occasion of payment shall be performed by using the official middle exchange rate of the National Bank of Serbia for the foreign currency on the invoicing date.

If the Framework agreement is to be concluded with a Foreign Bidder, paragraph 3 of Article 8 shall read as follows:

The Contracting Authority shall reserve the right to request from the Service Provider additional documents for payment in compliance with the regulations governing foreign exchange operations in the Republic of Serbia, as well as with the treaties on the avoidance of double taxation.

PLACE AND DEADLINE OF SERVICE PROVISION

Article 9

The place of provision of the Service shall be the location of the authorized service center of the Service provider.

The deadline and the individual stages of provision of the engine overhaul and aircraft base maintenance service, including the date of arrival of the aircraft, the layover period and/or the Plan of the execution of works by stages or their individual elements, will be defined upon the issuance of each purchase order.

The maintenance and calibration of the flight inspection system service will be provided on an annual basis, and the deadlines and individual stages of the provision of these services, as well as the deadline for the return of repaired/replaced parts (TAT), are specified in Annex 1 of the Framework agreement, Part II.

The Service provider shall be entitled to extend the deadlines referred to in paragraphs 2 and 3 of this Article in the following cases:

- a) when the Service provider must carry out a significant, unplanned repair or modification that is beyond the normal, expected level of failure related to the detailed inspection or type of inspection carried out on the given aircraft;
- b) the Material and/or Components that were timely and properly ordered, have not been delivered;
- c) when the Contracting authority is late in fulfilling its contractual obligations defined in Article 12 of the Framework agreement, for as long as the interferences, caused by the Contracting Authority's delay, lasted;
- d) due to force majeure referred to in Article 21 of this Framework agreement, or other changed circumstances that could not be foreseen at the time of conclusion of the Agreement.

The Service provider shall undertake to promptly notify the Contracting authority, in writing, about all the circumstances and events that may affect the extension of agreed deadlines. In case of occurrence of circumstances or events due to which the deadlines shall be extended, the Service provider shall be obliged to submit a reasoned, written proposal for the extension of deadlines.

OBLIGATIONS OF THE SERVICE PROVIDER

Article 10

The Service provider will provide the Services in accordance with Annex 1 and Annex 2 of the Framework agreement, complying with legal regulations, protocols and aircraft maintenance manuals approved by the aviation authorities.

All Services will be provided in compliance with the current standard of airworthiness as established by the European Aviation Safety Agency (EASA), or other applicable aviation authority, and will be inspected in accordance with Service provider's own quality assurance system, as approved by EASA.

If the Framework agreement is to be concluded with a Foreign Bidder, paragraph 3 of Article 10 shall read as follows:

The Service provider will obtain and submit to the Contracting authority the export licenses issued by the competent authority in his country, no later than 60 days before the scheduled date of service provision for which a license is required.

DOCUMENTATION

Article 11

All documentation necessary to perform the Services shall be supplied by the Contracting authority and made available to the Service provider due time before the agreed start of work.

After completion of the Service, the Service provider shall supply to the Contracting authority: an Inspection report in Service provider's standard form or as otherwise required by the relevant airworthiness authorities, and other related aircraft maintenance documents.

OBLIGATIONS OF THE CONTRACTING AUTHORITY

Article 12

The Contracting authority shall be responsible for:

- i. the delivery of the end user certificate, as well as any other forms required for timely provision of any relevant export licenses and other permits to the Service provider;
- ii. the delivery of the aircraft ready for the provision of the Service, together with appropriate documentation necessary for the provision of the Services, such as, but not limited to serial specific wiring diagram manuals, serial specific load analysis, weight and balance report etc., in due time;
- iii. the performance of any and all ferry and test flights with qualified pilots at own risk and expense, in due time;
- iv. the safe performance of preparation works on the aircraft in due time prior to the start of the provision of the Services according to the relevant Milestone Plan;
- v. the communication and co-operation during the whole process of Service provision, in due time;
- vi. the provision of all necessary approvals and certifications by the competent authorities in the country of the Contracting authority, whether concerning the aviation, customs, tax or other authorities in charge, in due time;
- vii. the redelivery of the aircraft of the Contracting authority at Contracting authority's sole risk and expense;
- viii. the availability of qualified experienced pilots with a suitable rating for the aircraft for all ferry and test flights.

AUTHORISED REPRESENTATIVES OF THE CONTRACTING AUTHORITY

Article 13

The Contracting authority will appoint by a Decision its authorized representatives to monitor the execution of the Service in accordance with the Framework agreement.

The authorized representatives from the previous paragraph will, at the respective site where the Service is provided, during the Layover period, observe the performance and inspect the results within the execution of the Services, provided that such inspection will not unreasonably interfere with the scheduled progress of Service provider's activities.

The authorized representative of the Contracting authority shall be, at the same time, the contact person with the Service provider in all matters concerning the provision of the Service. The authorized representative shall be fully authorized by the Contracting authority to decide on issues as stipulated under Article 12 and Article 14 of this Framework agreement. In the event such decision is required, the authorized representative of the Contracting authority shall promptly make the decision, in order to avoid any delay in the execution of work.

The authorized representative of the Contracting authority, in the routine progress meetings, may timely request the particular or additional inspections, which shall not interfere with the planned progress of the Services.

The representatives of the Contracting authority shall observe all safety and security rules and regulations applied at Service provider's premises.

TESTS AND ACCEPTANCE OF PERFORMED SERVICES

Article 14

The Material will be delivered with EASA Form 1 or FAA Form 8130 or any other applicable form. All Services performed by the Service provider are subject to tests, as well as intermediate and/or final acceptance by the Contracting authority, in accordance with the respective provisions and forms. The tests shall be conducted by the Contracting authority and supported by the Service provider, and said declarations of acceptance shall not be unreasonably withheld.

Upon acceptance of the Service, the Service provider shall be provided with a Certificate of Acceptance signed by the Contracting authority.

The Service provider's Services shall be deemed accepted by the Contracting authority if an authorized representative of the Contracting authority is not available to perform the acceptance procedure within seven (7) days after written notice to Contracting authority's address.

After completion of the Service provision, and after successful Ground Test, the Contracting authority may conduct a Flight Test of the contractual aircraft in order to verify the operational functions of the systems integrated by the Service provider. Such Flight Test shall be performed by the flight crew of the Contracting authority, under own responsibility and at own costs and risks.

In case the vicarious agents of the Service provider attend the said Flight Test, they will simply act as observers and not as crew members, and the Contracting authority shall make sure that those vicarious agents are additionally insured within the passenger insurance of the respective aircraft.

Malfunctions and discrepancies found and caused due to faulty Material or workmanship of the Service provider will be rectified by the Service provider as per Article 15.

WARRANTY

Article 15

The Service provider warrants that all provided Services of engine overhaul and aircraft base maintenance, including the material provided by the Supplier, shall be in accordance with aviation standards as are customary in the aviation business and shall be free from defects in material and workmanship under normal use and service for the warranty periods as defined in paragraphs 3, 4 and 5 of this Article.

The warranty shall expressly be limited to the correction of defects due to faulty parts or workmanship, having become apparent within the warranty period as defined in paragraphs 3, 4 and 5 of this Article, and the Service provider's obligation hereunder shall be limited only to the correction by repair of the defect or defective part, or the replacement of the defective part, at own discretion.

Concerning delivered or embedded proprietary software, the Service provider warrants to correct or bypass, pursuant to its respective own standards, any and all malfunctions or functional discrepancies in the software, within a reasonable period of time, depending on the severity of such malfunctions or anomalies, during the warranty period in accordance with paragraph 4 of this Article. In case of such malfunction or functional discrepancy, the Contracting authority shall provide an accurate description of the failure, and the conditions under which the software failure occurred, including, without limitation, the conditions prevailing during the most recent operation of the software. This warranty does neither apply to any software supplied under license from third parties, nor to any modification of the software carried out by the Contracting authority or any third party not authorized by the

Service provider, nor to any discrepancy caused by interface modifications, nor to any use of the software which is not in accordance with the Framework agreement or the purchase order. For the software supplied under license from third parties, the warranties are those which the Service provider is authorized to provide to its Contracting authorities.

The warranty period for the Service engine overhaul is twelve (12) months or a thousand (1000) flight hours from the date of installation of the overhauled engine into the aircraft of the Contracting authority, whatever occurs first.

The warranty period for the services and the Material manufactured by the Service provider is twenty four (24) months or five hundred (500) flight hours from the date of Final Acceptance or handing-over to the representatives of the Contracting authority, whatever occurs first.

The warranty and the warranty period for the Material procured and supplied by the Service provider are limited to original Supplier's conditions. The Service provider hereby assigns its corresponding warranty rights and claims from the respective Suppliers to the Contracting authority.

The Contracting authority shall submit the warranty claims in writing to the Service provider at the latest within fourteen (14) days after detection of the defect. Upon receipt of such claim, and if accepted as warranty case by the Service provider, the Parties shall mutually agree on ways and means to rectify such defect, considering also the relevant lead times for the Material.

Once the Service provider has been notified of a defect, it may request from the Contracting authority a detailed written report specifying the occurrence, extent and possible cause(s) of such defect. Should the Service provider not receive such a written report within thirty (30) days after receipt of the Contracting authority's request, all warranty claims related to such defect shall be excluded.

The Contracting authority's Material, as well as the used, repaired and overhauled Material and parts, shall be excluded from any warranty claims.

The warranty claims shall be excluded if the aircraft and/or the Material have not been operated or maintained in accordance with

- The regulations on aircraft airworthiness applied by the authorities and/or
- The respective manufacturer's or Service provider's aircraft operating manual, maintenance manual and inspection program, or when alterations, repairs, overhauls or changes of the Material integrated and/or delivered by the Service provider have been accomplished during the warranty period without the prior written consent of the service provider, unless the Contracting authority demonstrates that such deficiency is unrelated to any of such circumstances. The Service provider shall be granted unrestricted access to the appropriate documentation by the Contracting authority immediately after detection of the related defect.

The Service provider shall not be liable for any defects of the Material which have been tampered with by others than the Service provider or its vicarious agents, which have suffered a "Foreign Object Damage" (FOD), or were damaged by the elements or by similar external influences or by normal wear and tear. The aforementioned warranty restrictions shall not apply in cases where the Contracting authority has proven that the Service provider and/or one of its vicarious agents caused the defect in question.

If the rectification of a defect is neither economically nor technically feasible, the Service provider's warranty shall be limited to the original Material value of such defective part.

After the warranty repairs have been performed, the remaining portion of the original warranty period shall apply.

After the written authorization by the Service provider, the Contracting authority shall have the right to perform warranty repairs by itself. The Service provider shall reimburse the Contracting authority for the Material and man-hours expended, provided the Parties have agreed upon the man-hour rate and the estimated expenditure of time. In any event, the Contracting authority's labor rate shall not exceed the Service provider's labor rate according to the Service provider's unit prices from the Price structure form.

For the maintenance and calibration of the flight inspection system service, the Service provider shall provide free repair of defects occurred during the production of modified system components, after being notified in writing within 2 years from the receipt of the repaired item. This warranty shall not apply if the system, component, etc. was not used or maintained in accordance with the rules of the authorities responsible for airworthiness and/or manufacturer's instructions for use, maintenance and verification programs, and does not include wear and tear.

LIMITATION OF LIABILITY

Article 16

One Contracting party shall undertake to pay damages to the other Contracting party if the damage was caused under direct fault of the misdemeanor Contracting party, as a result of the failure to execute the obligations under the Framework agreement or the Purchase order.

The liability of the Contracting parties referred to in the preceding paragraph may not exceed the amount of the total value of the Framework agreement referred to in Article 5, paragraph 1.

The framework agreement shall not limit the liability of Contracting parties for damage caused by intent and gross negligence.

INSURANCE

Article 17

The Service provider shall undertake to ensure and maintain, at its own expense, the following insurance for the duration of this Framework agreement:

- General third party liability for maintenance and repair of aircrafts;
- Hanger keepers liability and
- Product liability for maintenance and repair of aircrafts.

The Contracting authority and its staff will be included as additional insured in the insurance coverage of the Service provider, except in the case of loss and damages resulting from their gross negligence and malicious actions.

The Contracting authority shall undertake to ensure and maintain, at its own expense, the following insurance with the following coverage and provisions for the duration of this Framework agreement:

- a) Hull All Risk Insurance of the aircraft including all risks containing a waiver of subrogation in favor of the Service provider, its personnel, which also covers the engines and parts not installed on the aircraft.
- b) Comprehensive Aviation General Legal Liability Insurance including third parties, passengers, with a combined single limit in accordance with article 7 of the Regulation (EC) No 785/2004 as a minimum, naming the Service provider, and its

personnel, as additional insured parties with a waiver of subrogation in favor of the Service provider and its personnel.

Within 10 days from the date of entry into force of the Framework agreement, the Contracting parties shall deliver to the other Contracting party a photocopy of the insurance certificate as evidence of the required coverage, in accordance with the provisions of this Article, as well as in the case of renewal of insurance on the day of the beginning of the new insurance period.

CONTRACTUAL PENALTY

Article 18

In the case the Service provider does not perform the Services in accordance with the deadline defined in the Purchase order, except in the cases of extension of the deadline referred to in Article 9, paragraph 3 of the Framework agreement, the Contracting authority shall charge penalties of 0.2% of the total value of the individual purchase order for each calendar day of delay, whereby the total amount of the contractual penalty shall be limited to a maximum of 10% of the total value of the individual purchase order.

FINANCIAL COLLATERAL

Article 19

The Service provider shall undertake to submit to the Contracting authority a performance bond, which shall include the clauses: unconditional and payable at the first demand, within 20 (twenty) days from the date of conclusion of this Framework agreement. The performance bond shall be issued in the amount of 10% of the total price of the Framework agreement referred to in Article 5, paragraph 1 of the Framework agreement, with a validity period of 30 days longer than the expiration date of the Framework agreement.

The Contracting authority shall submit for payment the performance bond if the Service provider fails to fulfill its obligations within the deadlines and in the manner provided for by the Framework agreement and/or the Purchase order, or if it fails to submit the bid in accordance with this Framework agreement.

NON-DISCLOSURE

Article 20

In respect of the information supplied by one party to the other party, or acquired by either party directly or indirectly from the other party, each party shall undertake:

- i. not to disclose Proprietary information to any third party without the written permission of the other party, except only to the extent such disclosure is reasonably necessary for the performance of the Services, such as the Service provider's vicarious agents;
- ii. not to use Proprietary information for any purpose other than performing the Services, unless previously authorized in writing by the other party;
- iii. not to copy Proprietary information, except as may be reasonably necessary for the purposes specified above;
- iv. to return to the appropriate party on demand all Proprietary information, which have been supplied by the other party in the form of drawings or written material, including all copies, provided such information is no longer required for the performance of the Services.

The Parties shall be responsible for monitoring of the measures referred to in the preceding paragraph.

Paragraph 1 of this Article shall not apply to any Proprietary information which:

- i. is or becomes generally known in the aviation industry, or

- ii. was in the recipient's possession by virtue of being recorded in its files, or
- iii. has been in the recipient's use prior to the receipt or acquisition from the other party
- iv. is required by law and/or any public authority.

The obligations from this Article shall be valid after the expiration or termination of the Framework agreement, and shall remain in full force until such information referred to in this Article is, or becomes generally known in the aviation industry, otherwise than by a breach of these provisions.

FORCE MAJEURE

Article 21

If a Contracting Party is prevented from fulfilling its obligations laid down in this Framework agreement/Purchase order for reasons of Force Majeure, the deadline for the execution of such obligations shall be extended for the duration of such a circumstance.

For the purposes of this Agreement, the term Force Majeure implies any circumstance beyond the control of the Contracting authority or the Service provider, including but not limited to war, revolution, serious destruction, explosions, fire, flood, weather disasters, drought, earthquake, epidemics, quarantine, general boycotts of the services provided by the Service provider, strikes, layoffs from factories, Government regulations preventing the performance of contractual obligations, embargo on transportation, United Nations sanctions, which prevent, disable or obstruct the execution of obligations of the Contracting authority or the Service provider.

A Party affected by Force Majeure shall, as soon as possible, inform the other Contracting party in writing of the occurrence of the Force Majeure.

GOVERNING LAW AND PLACE OF ARBITRATION

Article 22

This Framework agreement and its content shall be subject to and shall be interpreted in accordance with the law of the Republic of Serbia.

Any dispute arising from or in connection with this Agreement, the Parties shall try to resolve amicably, in accordance with good business practice.

All disputes between the Contracting parties concerning the existence, validity, development and execution of this Framework agreement, or any deadline given therein, which the Contracting parties cannot mutually resolve within sixty (60) days from the date the Applicant delivers a dispute notice to the other Party, shall be finally settled by arbitration, in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce, by three arbitrators appointed in accordance with the Rules. The arbitration procedure shall be conducted in Vienna, Austria. The arbitration procedure shall be conducted in English.

The arbitration decision shall be final and binding for both Contracting parties.

TRANSITIONAL AND FINAL PROVISIONS

Article 23.

Any notice given in connection with this Framework agreement shall be in writing, in Serbian or in English, and shall be delivered in person, by e-mail, post, or fax, to the receiving Party,

at the address specified in this Framework agreement or at any other address which each of the Contracting parties may, in writing, submit to the other Contracting party.

In the case that there is any contradiction or inconsistency between the provisions of this Framework agreement and the Annex to the Framework agreement, the Framework agreement shall be in force.

If the Framework agreement is to be concluded with a Foreign Bidder, Paragraph 3 shall read as follows:

This Framework agreement is made in 6 (six) copies, of which 3 (three) are in Serbian and 3 (three) in English. The Contracting authority shall keep 2 (two) copies in Serbian and 1 (one) in English, and the Service provider shall keep 2 (two) copies in English and 1 (one) in Serbian.

If the Framework agreement is to be concluded with a Domestic Bidder, Paragraph 3 shall read as follows:

This Framework agreement is made in 4 (four) original copies in Serbian language, 2 (two) of which shall be kept by each Contracting Party.

Serbia and Montenegro Air Traffic Services
SMATSA LLC Belgarde

CEO

Predrag Jovanović

SERVICE PROVIDER

(Title of responsible person, stamp and signature)

(Full name of a person responsible for signing the contract)

VII MODEL PURCHASE ORDER

_____ (business name and registered office of the Service provider)

TIN: _____

Registration number: _____

Account number: _____

Based on the Framework agreement number _____ from ___/___/_____, concluded after the open public procurement procedure **Engine overhaul, aircraft base maintenance and maintenance of the flight inspection system in the authorized service center**, JN 180/U/18, and your bid no. NAB.00 - --- / --- from --/--/----, which makes up an integral part of this Purchase order, the director of SMATSA LLC Belgrade shall issue

PURCHASE ORDER NO. _____

Under following conditions:

No.	Item	Unit of measurement	Quantity	Unit price excluding VAT in the R. of Serbia	Total price excluding VAT in the R. of Serbia
1					
2.					
Total excluding VAT					
VAT% in the R. of Serbia					
Total including VAT					

DEADLINE OF SERVICE PROVISION: _____

PAYMENT METHOD: _____ (in accordance with the Framework agreement and Invitation to submit a bid).

Other conditions: In accordance with the Framework agreement and Invitation to submit a bid.

**SMATSA's CEO
(Signature and stamp)**

The Model Purchase order must be signed and sealed by an authorized person of the bidder, thus confirming that the bidder agrees with all the elements and provisions of the Model, which will be issued to them for the duration of the Framework agreement.

Place and date:

Bidder: Seal and signature

VIII INSTRUCTIONS FOR BIDDERS ON HOW TO COMPILE A BID

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

A Bidder must submit the Bid in written form.

The Bid and other Bid related documents shall be in either the Serbian or the English language, except the evidence demonstrating fulfillment of the mandatory requirements for participation in the public procurement procedure defined in points 1) to 3) of Section III of the Tender Documents, which shall be submitted in the form of original documents in the official language of the country where the Bidder has its registered office, together with their translation into the Serbian language, certified by a court interpreter. If the contracting authority finds, in the course of the expert evaluation of bids, that a part of bid should be translated into Serbian language, it shall set an adequate time limit to the bidder for translating that part of the bid into Serbian.

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

(2) THE MANNER OF SUBMITTING A BID

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

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

The Bid shall be submitted to following address: Serbia and Montenegro Air Traffic Services SMATSA Llc, Nikole Pašića Square No. 10, 11000 Belgrade, Republic of Serbia bearing a visible note: **“Bid for Provision of Engine overhaul, aircraft base maintenance and maintenance of the flight inspection system in the authorized service center – PP 180/U/18 – DO NOT OPEN”**. A bid that arrives at Contracting authority address by **10,00 A.M. (CET) on 31/10/2018 regardless of the method of delivery shall be considered as timely bid**.

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

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

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

The bid must contain all elements requested in the Tender Documents and all amendments and addendums thereof, as per Article 63 of the Public Procurement Law.

All forms must be submitted in their original form, filled-in clearly and unambiguously in legible writing, certified by the bidder's company seal and signature of an authorized person.

IMPORTANT

A bid must contain the following elements:

- 1) **Form V - 1** - Bid Form;
- 2) **Form V -1a** –Bid Form – Information on the Contracting Authority when submitting a joint bid – to be submitted only in case of a joint bid;
- 3) **Form V -1b** – Bid Form – Information on the Subcontractor – To be submitted only if the bidder has indicated that he will entrust partial execution of the procurement to a subcontractor;
- 4) **Form V - 2** – Price structure Form;
- 5) **Form V – 4** – Independent Bid Statement Form;
- 6) **Form VI** – Model of the Framework Agreement;
- 7) **Form VII** – Model of the Purchase order;
- 8) **Evidence** of compliance with the requirements for the procurement procedure, as indicated in **Section III of the Tender Documents**;
- 9) Agreement whereby bidders from a group of bidders commit among themselves and towards the Contracting Authority, to execute the public procurement - to be submitted in case of a joint bid (the model is provided in Form IX of the Tender Documents).

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

The bid must not contain editions on the text between lines inserted by the bidder, deletions of words, nor overwritten words, unless the bidder is correcting his own mistakes. If the bidder chooses to edit his own text in the forms, these editions shall be considered valid only if they are signed or initialed by the person or persons signing the bid and certified by the bidder's company seal.

(3) LOTS

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

(4) BIDS WITH VARIANTS

Bids with variants are not permitted.

(5) AMENDING, SUPPLEMENTING AND RECALLING A BID

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

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

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

“Amendment of the Bid PP 180/U/18 - Base maintenance of the aircraft in authorized service center— DO NOT OPEN” or

“Supplement of the Bid PP 180/U/18 - Base maintenance of the aircraft in authorized service center— DO NOT OPEN” or

“Recall of the Bid PP 180/U/18 – Base maintenance of the aircraft in authorized service center— DO NOT OPEN” or

“Amendment and Supplement of the Bid PP 180/U/18 - Base maintenance of the aircraft in authorized service center— DO NOT OPEN”

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

After expiry of the bid submission deadline, the Bidder cannot withdraw nor amend its bid.

(6) PARTICIPATION IN THE PROCEDURE

A bidder may submit only one bid.

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

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

(7) SUBCONTRACTORS

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

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

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

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

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

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

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

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

(8) JOINT BID

A bid can be submitted by a group of bidders in the form of a joint bid. Pursuant to Article 81 of the Public Procurement Law, an integral part of a joint bid shall be the Agreement¹² whereby the Bidders within the group of Bidders are mutually bound and commit themselves to the Contracting Authority to execute the public procurement, and the mentioned Agreement shall contain the following mandatory information on:

¹²Model Agreement is provided in Section IX of the Tender Documents.

- the leading member of the group, i.e. the Bidder that will submit the Bid and represent the group of Bidders before the Contracting Authority and
- obligations of each Bidder from the group of Bidders, in the execution of the Contract.

A group of bidders shall provide evidence of the fulfilment of the requirements stipulated in Section III of the Tender Documents.

The Bidders in the group of Bidders shall have unlimited joint liability to the Contracting Authority.

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

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

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

In case of a Joint Bid, all forms shall be signed and certified by the member of the group of Bidders designated as the leading member in the Agreement concluded by the members of the group of Bidders, except for Form V-1a, Form III and Form V-3 and V-4, which shall be filled in, signed and certified by each member of the group of Bidders individually.

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

9.1 The Bid validity period

The Bid validity period may not be shorter than 60 days from the date of Bid opening. If the Bid validity period expires, the Contracting Authority is obliged to request from the Bidder, in writing, the extension of the Bid validity period. The Bidder that accepts the request for the extension of the Bid validity period may not alter the Bid.

9.2 Method of payment

For the SERVICE ENGINE OVERHAUL AND AIRCRAFT BASE MAINTENANCE - Payment will be made after the service is provided at unit prices from the Price structure form, Table I, based on individually issued purchase orders, within the deadline set forth by the Bidder which cannot be shorter than 15 days nor longer that 45 days from the date of the reception of the correct invoice and the Report on received services, certified by the authorized person of the Contracting authority.

For the SERVICE MAINTENANCE AND CALIBRATION OF THE FLIGHT INSPECTION SYSTEM - Payment of the annual amount for the provision of the service from the Price structure form, Table II of Annex 2, will be made in identical quarterly installments after the expiration of the quarter in which the service was provided, within the deadline set forth by the Bidder which cannot be shorter than 15 days nor longer that 45 days from the date of the reception of the correct invoice and the Quarterly Report on received services, certified by the authorized person of the Contracting authority, based on individually issued purchase orders.

9.3 Deadline for execution of services

The deadline for execution of each service of the engine overhaul and aircraft base maintenance including individual millstones of the service provision such as: the date of aircraft arrival, layover period and/or Milestone Plan or single elements thereof shall be defined in the Purchase Orders.

The maintenance and calibration of the flight inspection system service will be provided on an annual basis, and the deadlines and individual stages of the provision of these services, as well as the deadline for the return of repaired/replaced parts (TAT), are specified in Technical specification (Section II, Part II).

The Bidder has right to extend the contractual deadlines in following cases:

- a) When significant unscheduled repair or rectification or modification has to be performed by Supplier that is beyond the expected level of defect normally associated with the depth of inspection and the type of check being accomplished on the specific aircraft;
- b) Material and/or Spare parts duly and timely ordered are not supplied;
- c) when the Contracting authority is in delay in performing its obligations as per Framework Agreement, for a period equal to Contracting authority's delay;
- d) occurrence of force majeure defined in the Model of Framework Agreement (form VII) or occurrence of changed circumstances which could not be foreseen at the time of Framework Agreement/Purchase Order coming into force.

9.4 Warranty period

The warranty period for engine overhaul service is twelve (12) months or thousand (1000) flight hours from the date of installation of the overhauled engine in the Contracting authority's aircraft, whatever occurs first.

The warranty period for Services provided by the Bidder and/or Material produced by the Bidder is twenty four (24) months or five hundred (500) flight hours from the date of acceptance of the service or handing-over to the Contracting authority's representatives, whatever occurs first.

Warranty period for material and/or Spare parts that has been purchased and delivered by the Bidder's Supplier, are limited to the original warranty terms of Supplier. The Bidder shall assign its corresponding warranty rights and claims from the respective Supplier to the Contracting authority.

The Bidder to whom the Contract is awarded will provide free repair of defects caused during the production of the modified system components, after being notified in writing within 2 years of the receipt of the repaired item.

(10) BID PRICE

Prices in the bid can be quoted in either RSD or EUR. The prices are expressed without and with value added tax payable in the Republic of Serbia. Foreign Bidders shall enter the same amount in the fields "Price without VAT" and "Price with VAT" in Form V-1 and Form V-2.

If the Bidder's registered office is in the territory of the Republic of Serbia and its offered price in the Bid was stated in EUR, the payment shall be effected in RSD and the conversion into RSD equivalent shall be made by applying the official middle exchange rate of the National Bank of Serbia, applicable on the invoicing date.

The bidder shall form its prices based on the elements provided in the Technical Specification and the Price Structure Form – Form V-2.

The unit prices form Price Structure Form – Form V-2 shall be fixed and cannot be altered during the validity period of the framework agreement/purchase order. The Contracting authority expressed quantities in the Price breakdown Form – Form V-2 based on its assessment for respective services in the period of the framework agreement validity, while definite quantities shall be defined in individual Purchase Orders.

The prices of services of engine overhaul and aircraft base maintenance, and technical support services, Form V-2, Table I are expressed on the EX WORKS authorized service center of the Service provider basis, according to INCOTERMS 2010. In the case of failure of some part of the flight inspection system, the Contracting authority will bear the costs of sending the defective parts to the Service provider on the DAP location of the Service provider basis, while the Service provider will bear all costs for the return of repaired/replaced parts of equipment back to the Contracting authority on the DAP airport Nikola Tesla, Belgrade basis.

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

If the price of certain Material and/or Spare part is not determined in Price Structure Form – Form V-2, the Service Provider/Bidder shall submit the adequate bid which must be based on the average market price i.e. the prices quoted in the official price lists of its Suppliers, for which the Service provider submits the proof with the bid. The Contracting authority shall check quoted prices by comparing them with applicable market price i.e. the official price lists of the Suppliers and if it determines that the acquisition of Material and/or Spare part can be performed at a lower price than the price quoted in the bids, the Service provider is obliged to deliver Material and/or Spare part at the lower price.

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

(11) SECURITY INSTRUMENTS FOR CONTRACT PERFORMANCE OF THE BIDDER

11.1 Performance Bond

The selected Bidder shall, within 20 days following the date of framework agreement coming into force, submit to the Contracting Authority an unconditional Performance Bond issued by its Bank, payable on first demand. The Performance Bond shall be issued in the amount of 10% of the total framework agreement value and shall be valid at least 30 days after the expiry of the framework agreement validity period. If the performance bond is issued in EUR, EUR counter value of the framework agreement shall be determined based on the middle exchange rate of the National Bank of Serbia, on the bid-opening date.

11.2 Insurance

The selected Bidder shall undertake to ensure and maintain, at its own expense, the following insurance for the duration of this Framework agreement:

- General third party liability for maintenance and repair of aircrafts;
- Hanger keepers liability and
- Product liability for maintenance and repair of aircrafts.

The Contracting authority and its staff will be included as Additional Insured in the insurance coverage of the Bidder, except in the case of loss and damages resulting from their gross negligence and malicious actions.

(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 or ITS CERTAIN ELEMENTS

Not applicable since all documents necessary for this procurement have been published.

(14) ADDITIONAL INFORMATION, EXPLANATIONS AND COMMUNICATION

The communication in the public procurement procedure shall be performed in writing, i.e. by post, via electronic mail or facsimile, all in compliance with Article 20 of the Public Procurement Law.

Persons interested in the public procurement may request, in writing, from the Contracting Authority additional information or clarifications regarding the preparation of the Bid, and they can point out any observed deficiencies and irregularities in the Tender Documents to the Contracting Authority, not later than five days prior to the expiry of the Bid submission

deadline, via electronic mail to: tender@smatsa.rs, on working days (Monday – Friday) from 08:00 to 16:00. The request for clarification received after the aforementioned time or during weekend/non-working day shall be registered as if it was received on the first following working day. All requests for additional information, clarifications and communication must be marked with the designation and the reference number of the public procurement that the request refers to, eg. “Request for additional information about PP 180/U/18.”

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

(15) ADDITIONAL EXPLANATIONS FOLLOWING BID OPENING

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

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

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

(16) INTELLECTUAL PROPERTY

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

(17) SUBMITTING A REQUEST FOR PROTECTION OF RIGHTS

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

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

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

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

In a case where a request for protection of rights is submitted to dispute the type of procedure or the contents of the Invitation to Tender or the Tender Documents, the request shall be deemed timely if it is received by the Contracting authority at least seven days prior

to expiry of the deadline, regardless of the manner in which it is delivered and if the claimant of the request pointed out to the Contracting Authority some eventual deficiencies and irregularities, as per Article 63, paragraph 2 and Contracting Authority fails to act accordingly.

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

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

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

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

17.2 Obligatory elements of the Request for the protection of rights

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

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

17.3 Tax for the protection of rights

As per Article 156 of the Law, the claimant must remit payment for taxes to the Budget of Serbia, in the amount of 250.000 RSD where request for the protection of rights is filed before opening of bids.

If the request for the protection of rights is filed after opening of bids, the claimant must remit payment for taxes to the Budget of Serbia, in the amount of 0,1% of the estimated value of public procurement or price offered by the bidder to whom was awarded contract, where that value exceeds RSD 120.000.000.

17.4 Instructions for tax payment from the Republic of Serbia

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

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

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

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

- (3) the amount of the tax;
 - (4) the budget account no. 840-30678845-06;
 - (5) payment code: 153 or 253;
 - (6) reference no.: PP 180/U/18
 - (7) the purpose of the payment: request for protection of rights tax; SERBIA AND MONTENEGRO AIR TRAFFIC SERVICES SMATSA LLC; PP 180/U/18;
 - (8) recipient: Budget of Republic of Serbia;
 - (9) name of the claimant submitting the request for protection of rights to which payment refers;
 - (10) contains signature of the authorized person from the bank;
- 2) The first copy of the payment order verified by signature of the authorized person and stamp of the bank or post office, containing all other elements of proof of completed payment of the tax as stated in the previous point 1).
- 3) Confirmation issued by Republic of Serbia, Ministry of Finance, Treasury, verified by signature of the authorized person and stamp containing all the elements of proof of completed payment of the tax as stated in the previous point 1), except those stated under (1) and (10) for claimants that have open account within consolidated Treasury account, managed by Treasury (beneficiaries of budget, beneficiaries of the assets of organizations for compulsory social security and beneficiaries of other public assets);
- 4) Confirmation issued by National Bank of Serbia, containing all the elements of proof of completed payment of the tax as stated under previous point 1), for claimants (banks and other subjects) that have an account with National Bank of Serbia in accordance with the law and other regulations.

17.5 Instructions for tax payment from abroad

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

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

SWIFT CODE: NBSRRSBGXXX

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

IBAN: RS 35908500103019323073

REMARK: It is also necessary to state the following payment information - “details of the payment” (FIELD 70: DETAILS OF PAYMENT): – PP 52U17.

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

(18) CONCLUSION OF THE FRAMEWORK AGREEMENT

The Framework Agreement shall be concluded with one Bidder as per Articles 40 and 40a of the Law. The Contracting Authority shall submit for signing to the selected Bidder, a Framework Agreement prepared in accordance with the model from Form VI, within 8 days following the expiry of the deadline for the submission of a request for the protection of rights. If the bidder that was awarded the framework agreement refuses to sign it, the Contracting Authority may conclude the Framework Agreement with the next most advantageous bidder. It shall be considered that the Bidder has refused to sign the

framework agreement if he does not return signed copies to the Contracting authority within twenty (20) days following the date of receipt.

The Framework Agreement shall be valid until the moment when the value of rendered services per Purchase Orders reaches the total value of the framework agreement, whereof the Contracting Authority shall inform the Bidder in writing, but not later than 31/12/2018.

The Framework agreement shall be valid until the moment the value of provided services reaches the total value of the Framework agreement, of which the Contracting authority shall notify the Service provider in writing but not later than the expiration of a two years period from the date of entry into force of the Framework agreement. In the case when the Framework agreement is concluded with a foreign bidder, for the purposes of comparing the total value of the Framework agreement (in RSD) with the amount of paid services per purchase orders (in euros), the official middle exchange rate of the National Bank of Serbia on the day of payment will be used for the conversion of the paid amounts into dinars.

(19) METHOD AND CONDITIONS OF ISSUANCE OF INDIVIDUAL PURCHASE ORDERS

Following the conclusion of the framework agreement, once the need for the subject matter of the procurement arises, the Contracting Authority will issue a single Purchase order in accordance with the unit prices of the Service Provider's Bid. Purchase order, signed by the Contracting authority, shall be delivered to the Service Provider via e-mail address stated in the Bid within 3 days from the date of issuing, as well as via regular postal service to the address stated in the Bid within 10 days from the date when Purchase order is issued.

If the unit price of a particular item (Material and/or Spare Part) is not defined in the Bid (Price Structure Form), the Contracting authority shall, prior to issuing a purchase order, send an invitation to submit the Bid to the Service provider. The invitation to submit a Bid shall be forwarded electronically to the e-mail address of the Service provider and shall include information regarding material or Spare parts to be delivered, as well as quantity, and delivery time. The deadline for submission of bid is a maximum 3 working days from the date of referral of the invitation to submit the bid to the Service provider. The Bid shall be submitted electronically on the Contracting authority's e-mail and it must be based on the average market price i.e. the prices quoted in the official price lists of its Suppliers. The Contracting authority shall check quoted prices by comparing them with applicable market price i.e. the official price lists of the Suppliers and if it determines that the acquisition of Material and/or Spare part can be performed at a lower price than the price quoted in the bids, the Service provider will be required to deliver Material and/or Spare part at the lower price. The Contracting authority shall issue an individual purchase order within 5 working days from the date of receipt of the bid, if it was submitted in accordance with provisions of the Framework Agreement.

If the Supplier fails to submit the Bid within the defined deadline, the Contracting Authority shall realize collateral as set forth in the Framework Agreement.

(20) BID ELIMINATION

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

- 1) it is untimely;
- 2) contains major omissions, i.e.:
 - a. it fails to prove that he meets all mandatory requirements for participation in the procurement procedure;
 - b. it fails to prove that he meets all additional requirements;
 - c. the bidder failed to submit the requested means of security (where applicable);

- d. the offered bid validity period is shorter than that prescribed by law;
 - e. it contains other omissions which make it impossible to ascertain the actual contents of the bid, or make it impossible to compare the bid with others;
- 3) it does not comply with the technical specifications;
 - 4) it limits The Contracting authority's rights;
 - 5) it sets conditions that limit The Contracting authority's rights;
 - 6) it limits obligations of the bidder.
 - 7) it exceeds the estimated value of the public procurement.

The Contracting Authority may award the contract to a bidder that offers a price higher than the estimated value of the public procurement, as long as it is not higher than the comparable market price and as long as the prices offered in all adequate bids exceed the estimated value of the public procurement.

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

Bidders:

1. _____
2. _____
3. _____

(hereinafter referred to as: the Group of Bidders), having submitted the Joint Bid for the public procurement PP 180/U/18- **Engine overhaul, aircraft base maintenance and maintenance of the flight inspection system in the authorized service center**

undertake the following obligations, in order to perform the respective public procurement:

Article 1

The Bidder from the Group of Bidders:

_____,
shall be the leading member of the group in the respective public procurement, i.e. shall submit the Bid and represent the Group of Bidders before the Contracting Authority.

Article 2

The Bidders from the Group of Bidders shall, perform their contractual obligations in the following manner:

Date: _____

Place: _____

L.S. The signature of the authorised person _____

L.S. The signature of the authorised person _____

L.S. The signature of the authorised person _____