



smatsa

NAPROD-9/01 28 AUG 2020

As per Article 63 and Article 54, paragraph 13 of the Public Procurement Law ("Official Gazette of the Republic of Serbia" no 124/2012, 14/2015 and 68/2015) Public Procurement Committee hereby submit the following:

**AMENDMENT TO THE TENDER DOCUMENTS FOR PP 68/U/20**

We hereby submit to all interested parties following amendments to the Tender documents for public procurement PP 68/U/20- Provision of maintenance support services in the post-warranty period for devices and systems manufactured by Indra.

I. The Cover Page of the Tender Documents is hereby amended as follows:

„BID SUBMISSION DEADLINE: 30/09/2020 at 10:00 AM (CET)  
BID OPENING: 30/09/2020 at 10:30 AM (CET)  
NEGOTIATIONS COMMENCEMENT: 30/09/2020 at 11:30 AM (CET)“

II. In Section III of the Tender documents (REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE FROM ARTICLES 75 AND 76 OF THE LAW, AND INSTRUCTIONS FOR PROVING COMPLIANCE TO THOSE REQUIREMENTS), in Remark given for points (2) and (3), the date after which evidences must be issued is modified in accordance with extension of the bid opening date, i.e. the evidences must be issued after 30/07/2020.

III. In Section V of the Tender documents (ELEMENTS OF THE BID THAT ARE SUBJECT TO NEGOTIATIONS AND DESCRIPTION OF THE NEGOTIATING PROCEDURE), in paragraph 4, the date and time of negotiation commencement has been modified (30/09/2020 at 11,30 AM).

IV. In Section VIII of the Tender documents (INSTRUCTIONS FOR BIDDERS ON HOW TO COMPILE A BID), point (2) THE MANNER OF SUBMITTING A BID, in paragraph 3, the date and time for bid submission has been modified (30/09/2020 by 10,00 AM).

All remaining parts of the Tender Documents remain unchanged.

New version of the Tender Documents with all amendments is provided in attachment of this document.

When preparing their bids, the Bidders shall take into consideration and apply all amendments to the Tender Documents.

This amendment to the Tender Documents shall be posted on Public Procurement Portal and on the website of the Contracting authority in accordance with Article 63 of the Public Procurement Law

PUBLIC PROCUREMENT COMMITTEE 68/U/20

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

**Registered number:**

NAB.00 9/61 dated  
28/08/2020



**TENDER DOCUMENTS**

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

**PROVISION OF MAINTENANCE SUPPORT SERVICES IN THE POST-WARRANTY  
PERIOD FOR DEVICES AND SYSTEMS MANUFACTURED BY INDRA**

**(Public Procurement 68/U/20)**

<b>BID SUBMISSION DEADLINE:</b>	<b>30/09/2020 at 10:00 AM (CET)</b>
<b>BID OPENING:</b>	<b>30/09/2020 at 10:30 AM (CET)</b>
<b>NEGOTIATIONS COMMENCEMENT:</b>	<b>30/09/2020 at 11:30 AM (CET)</b>

Total number of pages: 40

Pursuant to Articles 36 para.1 point 2), 61 of the Public Procurement Law (“Official gazette of Republic of Serbia”, No. 124/12, 14/15 and 68/15) and Article 5 of Decree on the mandatory elements of the tender documents in public procurement, and the manner of proving eligibility Law (“Official gazette of Republic of Serbia”, No. 86/15) and based on the positive opinion of the Public Procurement Office no. 404-02-1342/20 dated 23/03/2020, the Decision on Initiating Public Procurement Procedure PP 68/U/20 no. NAB.00 9/48 dated 26/06/2020 and the Decision on Establishing the Public Procurement Committee PP 68/U/20 no. NAB.00 9/50 dated 26/06/2020 the following has been compiled:

**TENDER DOCUMENTS**  
for the public procurement of SERVICES –  
PROVISION OF MAINTENANCE SUPPORT SERVICES IN THE POST-WARRANTY  
PERIOD FOR DEVICES AND SYSTEMS MANUFACTURED BY INDRA - PP 68/U/20

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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:	<a href="http://www.smatsa.rs">www.smatsa.rs</a>
Type of negotiated procedure:	Negotiated procedure without invitation to bid
Justification for using negotiated procedure:	<p>As per statement on exclusive rights NAB.00 9/12 dated 10/03/2020 provided by INDRA NAVIA AS Norway, it can be concluded that only this Bidder can provide technical support services for maintenance of the delivered hardware and software installed in DVOR, DME &amp; ILS equipment, due to the complexity and specific design of the delivered system and the fact that only INDRA NAVIA AS has access to the software codes necessary for operation of the system.</p> <p>The Public Procurement Office approved application of the negotiated procurement procedure without invitation to bid in accordance with Article 36, para 1, point 2) of the Law in its opinion No. 404-02-1342/2020 dated 23/3/2020.</p>
Type of procurement by sort:	Services
Type of contract:	<input type="checkbox"/> Public procurement contract <input type="checkbox"/> Framework agreement
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:	<p><a href="mailto:tender@smatsa.rs">tender@smatsa.rs</a></p> <p>When submitting question via email it is mandatory to state in email Subject: Clarification of tender documents for PP 68/U/20</p>

### INFORMATION ABOUT THE PUBLIC PROCUREMENT SUBJECT MATTER

Description of the public procurement subject matter:	<p>Provision of maintenance support services in the post-warranty period for devices and systems manufactured by Indra</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:	71356300– Technical support services

## II TECHNICAL SPECIFICATION

The subject matter of the public procurement is expert technical support (Maintenance Agreement - MA), for the following systems:

- Beograd: ILS 12, ILS 30, DVOR/DME BGD, DME YUB
- Podgorica: ILS 36, DVOR POD
- Tivat: LOC TIV
- Vrsac: DVOR/DME VAC
- Nis: ILS/DME YNI, DVOR NII
- Batajnica: ILS/DME BTJ
- Kraljevo: DVOR KRV,

and all the spare parts bought in regard to the said equipment. Contract validity will be 30 months.

Scope of the MA is as following:

- Maintenance Assistance: technical assistance via telephone and e-mail during the following working hours: Monday to Friday 8am - 4pm (Central European Time)
- Hardware Maintenance i.e. extended warranty (for all the systems and spare parts bought in the meantime) – lifecycle support program for all delivered LRUs including hardware repair/replacement service and product maintenance. LRU's shall be repaired/replaced within a guaranteed Turn Around Time (TAT) of 45 calendar days. The TAT is defined as the time elapsed between the date of arrival of the faulty item at the Bidder factory and the date of shipment of the repaired (or replaced) item from said factory. Repaired or replaced items shall be free from any defects in material and workmanship under proper use and maintenance for a twelve-month period from the date of its dispatching for return to SMATSA. Antennas, Antenna Networks, Monitor Networks and consumables are not included in hardware maintenance. The bidder shall regularly monitor the availability of the components from its suppliers and where necessary takes action to ensure that the supply line continues.
- Annual visits i.e. health checks by manufacturer's representative expert for a full systems check and analysis. The bidder shall cover all expenses for one engineer, excluding car rental. The bidder's representative shall advise the Contracting Authority's technical staff on additional recommendations for maintenance of the systems and answer technical and operational questions. The exact schedule will be commonly agreed between the Contracting Authority and the bidder. Health checks will be done as following:
  - o Annually i.e. in total three times during the validity of the contract: Belgrade 4 days (ILS 12, ILS 30, DVOR/DME BGD, DME YUB), Podgorica 2 days (ILS 36, DVOR POD), Tivat 1 day (LOC TIV) and Nis 2 days (ILS/DME YNI, DVOR NIS)
  - o In total two times during the validity of the contract: Vrsac 1 day (DVOR/DME VAC) and Batajnica 1 day (ILS/DME BTJ),
  - o In total one time during the validity of the contract: Kraljevo 1 day (DVOR KRV).
- Calibration of 6 NORMARC 7710 NAV analyzers with S/N: 409, 410, 411, 718, 755, 887 - one calibration of each analyzer during the total period of duration of the maintenance agreement. SMATSA will be responsible for the transport of NORMARC NM 7710 to INDRA NAVIA, CIP terms, under an RMA (Return Merchandise Authorization). Batteries in said instruments shall be replaced with new ones.
- Technical Information: information about updated versions of technical manuals, service bulletins, available software and hardware upgrades and recommendations regarding maintenance.

- Annual maintenance report: a report at the end of each service year, summarizing all relevant events throughout the past year
- Annual support review: annual meetings in order to assess performance of the maintenance agreement of the latest completed service year to identify areas of potential improvement, respond to technical inquiries, discuss new features and functions available on the systems, review maintenance records, review the annual report
- Delivery of one (1) additional new NORMARC NM 7710 NAV analyzer, not before year 2021.

Maintenance Agreement services come into force for each stated system independently, on the date of Contract coming into force or on the date of the expiration of the previous maintenance agreement / warranty for that system (in case that mentioned date is after the date of Contract coming into force). Following table lists the dates of expiration of existing maintenance agreements and warranties by system:

No	System/Site	Warranty expiration
<b>Beograd</b>		
1	ILS 12, ILS 30	03.03.2020.
2	DVOR/DME BGD	16.10.2020.
3	DME YUB	25.07.2020.
<b>Podgorica</b>		
4	ILS 36	03.03.2020.
5	DVOR POD	06.02.2020.
<b>Tivat</b>		
6	LOC TIV	08.02.2020.
<b>Vrsac</b>		
7	DVOR/DME VAC	16.10.2020.
<b>Batajnica</b>		
8	ILS/DME BTJ	31.12.2020.
<b>Nis</b>		
9	ILS/DME YNI	05.04.2020.
10	DVOR NII	01.10.2022.*
<b>Kraljevo</b>		
11	DVOR KRV	15.11.2021.

\*DVOR NII is still not installed. Signing of SAT Certificate is expected to be around 01.10.2020. so the warranty for this equipment should expire around 01.10.2022.

**Note:** SMATSA is not able to order any additional services compared to those from Description of Services as per this contract. In the need of additional services/spare parts, SMATSA will organize a new procurement procedure.

### 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 Law, 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 BIDDERS<sup>1</sup>:**

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 30/07/2020**

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

iii) Certificate from the criminal records from the COMPETENT POLICE ADMINISTRATION OF THE MINISTRY OF INTERNAL AFFAIRS, confirming that Bidder's

<sup>1</sup> 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.

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 persons) 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. **This evidence shall be submitted for all the legal representatives of the bidder registered in the extract from the register of the competent authority.**

**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 30/07/2020**

**LEGAL ENTITY**

**DOMESTIC BIDDERS:**

- i) Certificate from the Tax Administration of the Ministry of Finance that the Bidder has settled all due taxes or Certificate of the relevant authority proving that the Bidder is undergoing a privatization process AND
- ii) Certificate of the local self-government institution that the Bidder has settled local due taxes or Certificate of the relevant authority proving that the Bidder is undergoing a privatization process.



**FOREIGN BIDDERS:**

- iii) Certificates of the competent tax authority and organization for compulsory social insurance confirming that the Bidder has settled all due taxes, contributions and other forms of public charges.

**ENTREPRENEUR / NATURAL PERSON**

**DOMESTIC BIDDERS:**

- iv) Certificate from the Tax Administration of the Ministry of Finance that the Bidder has settled all due taxes AND

- v) Certificate of the local self-government institution that the Bidder has settled local due taxes.

**FOREIGN BIDDERS:**

- vi) Certificates of the competent tax authority and organization for compulsory social insurance confirming that the Bidder has settled all due taxes, contributions and other forms of public charges.

- (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 VI - 5. Form VI – 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) - not applicable in this procedure.

**ADDITIONAL REQUIREMENTS**

There are no additional requirements in this public procedure.

**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.
2. REQUIREMENTS FOR A GROUP OF BIDDERS - Not applicable for this public procurement procedure.
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, the 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. EVIDENCES WHICH ARE 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](http://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 VI-6 of the Tender Documents, or it can be submitted in another form as long as it contains all the elements indicated in Form VI-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 this criterion, the total offered prices in dinars without VAT in the Republic of Serbia stated in the Bid Form shall be taken into consideration. In case that the prices in the Bid are stated in EUR the conversion into RSD counter value shall be made by applying the official middle exchange rate of the National Bank of Serbia applicable on the Bid opening date.

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

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

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

Articles of the model of the contract that are the subject of the negotiations are:

- PRICE (Article 2 of the Model of the Contract),
- PAYMENT METHOD (Article 3 of the Model of the Contract),
- OBLIGATIONS OF THE CONTRACTOR (Article 5 of the Model of the Contract),
- OBLIGATIONS OF THE CONTRACTING AUTHORITY (Article 6 of the Model of the Contract),
- DISPUTE SETTLEMENT (Article 18 of the Model of the Contract).

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

For persons authorized to represent the Bidder in the negotiating procedure (the Bidder may authorize one or more persons), **power of attorney/authorization to represent the Bidder in the respective negotiations shall be submitted with the Bid**, as well as contact details of the authorised representative through which official communication will take place in the negotiation process.

If the authorised representative of the Bidder is personally present at the Contracting authority's premises at the Bid opening, and the Contracting authority, during the Bid Opening Procedure, determines that all required forms, evidence and certificates have been submitted with the bid, the Bidder shall be invited in the negotiation procedure that will commence on the same date as the bid opening (30/09/2020) at 11:30 AM, and will take place at the Contracting Authority's premises, at Nikole Pašića Square No. 10, Belgrade, Republic of Serbia.

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

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

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

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

Upon completion of the negotiation process, the Contracting authority will prepare a Minutes on Negotiations in which it will describe procedure and results of negotiations, which shall be signed by the authorised representatives of both the Contracting Authority and the Bidder.

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

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

- 1) Bid form (Form VI – 1)
  - 2) Price structure form, with instruction for filling (Form VI – 2)
  - 3) Bid-Preparation Expense Form (Form VI – 3)
  - 4) Independent bid statement form (Form VI -4)
  - 5) Bidder's Regulation compliance statement form (Form VI – 5)
  - 6) Subcontractor's Regulation compliance statement form (Form VI – 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 VI -6)

**BID FORM**

**Contract title:** Provision of maintenance support services in the post-warranty period for devices and systems manufactured by Indra – 68/U/20

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

As per the Invitation to Tender for the Provision of maintenance support services in the post-warranty period for devices and systems manufactured by Indra (public procurement no. 68/U/20), we hereby submit our bid as follows:

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

**I IDENTIFICATION DATA OF THE BIDDER**

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

**The currency of the prices in the bid:**

RSD EUR  
(please mark the appropriate field )

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

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

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

<sup>5</sup> Legal entities that exceed two criteria from the footnote no. 4, but do not exceed two of the following criteria: i) average number of employees 250, ii) operating revenues 35,000,000 EUR in dinars, iii) average value of operating assets (calculated as the arithmetic mean value at the beginning and at the end of the business year) € 17,500,000 in dinars.

<sup>6</sup>Legal entities that exceed two criteria from the footnote no. 5.

## II BASIC ELEMENTS OF THE BID

<b>Validity period of the Bid</b>	_____ days from the date of bid opening (not less than 60)
<b>Total Price</b>	<p>_____ without VAT in the Republic of Serbia</p> <p>_____ with VAT in the Republic of Serbia.</p> <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 outside of the Contracting authority's country. The offered price does not include customs duties and taxes payable in the Republic of Serbia that are borne by the Contracting Authority.</p>
<b>Method of Payment</b>	<p>Proposal of the method of Payment:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Remark: Advance payment is not allowed.</p>
<b>Deadline for the return of the repaired / replaced parts (TAT)</b>	45 calendar days from the date of arrival of the defective items to the factory of the Bidder until the date of shipping of the repaired (or replaced) items from the factory of the Bidder.
<b>Warranty Period</b>	12 months from the date of the dispatch of the repaired (or replaced) item from the Bidder's factory

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

\_\_\_\_\_

Place and date:

\_\_\_\_\_

Bidder: Seal and signature

**BID FORM – SUBCONTRACTOR’S IDENTIFICATION FORM <sup>7</sup>**

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

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

--

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

--

**Place and date:**

--

**Bidder: Seal and signature**

--

**Place and date:**

--

**Subcontractor: Seal and signature**

<sup>7</sup> Form shall be filled-in only by those bidders that are submitting a Bid with a subcontractor. If the Bidder has more subcontractors, this page must be copied in a sufficient number of copies, each copy properly filled-in and submitted for each subcontractor. The percentage of the total value of the public procurement that the Bidder is entrusting to the subcontractor cannot exceed 50%, and if the Bidder is entrusting public performance to a multiple number of subcontractors, the percentage of the procurement value that is being entrusted to all subcontractors (the sum for all subcontractors), cannot exceed 50%.



## PRICE STRUCTURE FORM, WITH INSTRUCTION FOR FILLING

Table 1 –Maintenance support services for devices and systems manufactured by Indra

No	Item	Quantity	Unit of Measurement	Unit (price without VAT)	Unit price with VAT	Total price without VAT	Total price with VAT
				A	B	C	D
<b>BELGRADE</b>							
1	ILS 12 and ILS 30	30	month				
2	DVOR/DME BGD	30	month				
3	DME YUB	30	month				
<b>PODGORICA</b>							
4	ILS 36	30	month				
5	DVOR POD	30	month				
<b>TIVAT</b>							
6	LOC TIV	30	month				
<b>VRŠAC</b>							
7	DVOR/DME VAC	30	month				
<b>BATAJNICA</b>							
8	ILS/DME BTJ	28	month				
<b>NIŠ</b>							
9	ILS/DME YNI	30	month				
10	DVOR NII	6	month				
<b>KRALJEVO</b>							
11	DVOR KRV	18	month				
<b>A. SERVICES (1-11)</b>							

**Table 2 –Instrument NAV analyzer**

No	Item	Quantity (in pcs.)	Unit price		Total price	
			Price without VAT	Price with VAT	Price without VAT	Price with VAT
			A	B	C	D
A.	NAV analyzer	1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Table 3 –Recapitulation**

No	Item	Price without VAT	Price with VAT
1.	Maintenance support services for devices and systems manufactured by Indra (Table 1, row A)	<input type="text"/>	<input type="text"/>
2.	Instrument NAV analyzer (Table 2, Row A)	<input type="text"/>	<input type="text"/>
3	<b>TOTAL PRICE OF THE BID (1+2)</b>	<input type="text"/>	<input type="text"/>

Place and date:

Bidder: Seal and signature

### **Instruction for filling Price Structure Form:**

**GENERAL:** The bidder shall fill-in the shaded areas of this form, and certify with the company seal and signature of authorized person. All prices must be legible. If the bidder chooses to edit his own text in the form, editions shall be considered valid only if they are signed or initialled by the person or persons signing the bid and certified by the bidder's company seal. An acceptable bid must contain prices for all fields as indicated in the table. In case there is discrepancy between the prices per item and the total price, the former amount shall prevail and the latter shall be duly corrected.

Bidder shall fill-in Table 1 in the following manner:

- **Column Quantity:** The Contracting authority has determined estimated quantities of service provision in months, whereby the actual quantities may differ from the stated depending on expiry of the warranty periods of the systems and actual requirements of the Contracting authority.
- **Column A:** please enter unit price for one month of service provision without value added tax payable in the Republic of Serbia.
- **Column B:** please enter unit price for one month of service provision, with value added tax payable in the Republic of Serbia. For the goods that will be imported in the Republic of Serbia by the Contracting authority – this field shall not be filled-in.
- **Column C:** please enter the total price without value added tax payable in the Republic of Serbia - Unit price without VAT (Column A) X Quantity
- **Column D:** please enter the total price with value added tax payable in the Republic of Serbia - Unit price with VAT (Column B) X Quantity

Bidder shall fill-in Table 2 in the following manner:

- **Column A:** please enter unit price without value added tax payable in the Republic of Serbia.
- **Column B:** please enter unit price for, with value added tax payable in the Republic of Serbia. In case that the Bidder is appointed with a tax representative in the Republic of Serbia, it shall be obliged to fill in the amounts with and without VAT in Republic of Serbia, in the Table 1. In case the foreign Bidder is not appointed with a tax representative in the Republic of Serbia, it shall fill in only the amounts without VAT in Republic of Serbia, in the Table 1, while the fields with VAT shall not be filled-in.
- **Column C:** please enter the total price without value added tax payable in the Republic of Serbia - Unit price without VAT (Column A) X Quantity
- **Column D:** please enter the total price with value added tax payable in the Republic of Serbia - Unit price with VAT (Column B) X Quantity

Bidder shall fill-in Table 3 in the following manner:

- **Row 1:** please enter total price of the Table 1, Row A, without and with VAT.
- **Row 2:** please enter total price of the Table 2, Row A, without and with VAT.
- **Row 3:** please enter sum of the rows 1 and 2 and that amount should be entered in the Bid form – Form VI-1.

**BID-PREPARATION EXPENSE FORM**

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

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

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

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

Place and date:

Bidder: Seal and signature

## DECLARATION OF INDEPENDENT BID FORM

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

\_\_\_\_\_

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

makes following:

### DECLARATION OF INDEPENDENT BID

Under full financial and criminal responsibility, I confirm that the bid in the public procurement procedure PP 68/U/20 - Provision of maintenance support services in the post-warranty period for devices and systems manufactured by Indra, 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.*

## 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 financial and criminal responsibility, I confirm that in the course of preparation of the bid in the public procurement procedure for PP 68/U/20 Provision of maintenance support services in the post-warranty period for devices and systems manufactured by Indra, 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**

## 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 financial and criminal responsibility, I confirm that in the course of preparation of the bid in the public procurement procedure for PP 68/U/20 - Provision of maintenance support services in the post-warranty period for devices and systems manufactured by Indra, 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:**

\_\_\_\_\_

**Subcontractor: 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  
FORM<sup>8</sup>**

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  
PROCUREMENT<sup>9</sup>**

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

<b>CONDITION</b>	<b>please mark applicable fields <input checked="" type="checkbox"/></b>
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	<input type="checkbox"/>
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 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	<input type="checkbox"/>
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	<input type="checkbox"/>

\_\_\_\_\_  
**Place and date:**

\_\_\_\_\_  
**Bidder/Subcontractor:  
Seal and signature**

<sup>8</sup>This 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.

<sup>9</sup>**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.**



## VII MODEL CONTRACT

A) The Contracting authority has prepared a Model Contract in accordance with the Rulebook on general terms and conditions of contracting.

B) The following articles are subject to negotiations: 2 (Price), 3 (Payment Method), 5 (Obligations of the Contractor), 6 (Obligations of the Contracting Authority), and 18 (Dispute Settlement) of the Model Contract.

C) Other Articles of the Model Contract are not subject to negotiations, and the Bidder to whom the Contract is awarded shall be obliged to sign the Contract that, except for the Articles that are subject to negotiations, shall be identical to the model given below.

D) Exceptionally, if the Bidder considers that it is necessary to amend Articles other than those that are subject to negotiations, he is obliged to, in accordance with point (14) INSTRUCTIONS TO BIDDERS ON HOW TO PREPARE THEIR BID, via additional information or clarifications regarding the preparation of the bid, submit a proposal that the Contracting Authority shall consider and notify the Bidder accordingly.

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

**SERBIA AND MONTENEGRO AIR TRAFFIC SERVICES SMATSA LLC BELGRADE**, Trg Nikole Pašića 10, Tax Identification Number: 103170161, company number: 17520407, represented by Director Predrag Jovanović (hereinafter: the Contracting Authority)

and

\_\_\_\_\_  
(hereinafter: the Contractor),

have concluded,

**PUBLIC PROCUREMENT CONTRACT No. JN 68/U/20**  
**for the procurement of maintenance support services in the post-warranty period for devices and systems manufactured by Indra**

**The Contracting Parties shall agree:**

- that the Contracting Authority, pursuant to Decision No. NAB.00 9/48 from 26 June 2020 had initiated a negotiating procedure without publishing a call for bids, which is conducted under the ordinal number JN 68/U/20 for the procurement of maintenance support services in the post-warranty period for devices and systems manufactured by Indra;
- that the Contractor has submitted an acceptable Bid No. ----- from ----- (hereinafter: the Bid), in accordance with the requirements and conditions set by Tender documents for JN 68/U/20 and

- that the Contracting Authority had, in accordance with Article 108 of the Public Procurement Law, passed the Decision on Contract Award No. ----- from -----, on the basis of which the Contract in question is concluded.

## **SUBJECT OF THE CONTRACT**

### **Article 1**

The subject of this Contract is the provision of maintenance support services in the post-warranty period for devices and systems manufactured by Indra for a period of thirty (30) months (hereinafter: the Services), after the conducted public procurement procedure, in accordance with:

- Tender documents JN 68/U/20 (hereinafter: Tender documents) - Annex 1;
- adopted Bid --- from --.--.2020– Annex 2;

which together form an integral part of this Contract.

*In the event that the Contractor performs together with a subcontractor:*

The Contractor shall entrust the execution of the Contract on the following jobs:

\_\_\_\_\_ to his  
subcontractor/subcontractors:

\_\_\_\_\_.

According to the provisions of this Contract, the Contractor shall be solely responsible for the manner in which the Contract is implemented. All the employees, representatives or subcontractors engaged by the Contractor in regards to the implementation of the Contract will be managed by the Contractor.

### **PRICE – subject to negotiations:**

Text proposed by the Contracting Authority:

### **Article 2**

The unit prices are defined in the Pricing Structure Form, which is an integral part of the Bid (hereinafter: the Price Structure Form), and they are fixed and not subject to change for the duration of the Contract.

The price of the Services referred to in Article 1 of this Contract, defined on the basis of estimated quantities, is \_\_\_\_\_ RSD/EUR excluding the VAT which is calculated and paid in the Republic of Serbia.

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

The price referred to in paragraph 1 of this Article shall include all the costs necessary for the execution of the Contract, fees for licenses, taxes and duties in the Country of the Contractor.

The price referred to in paragraph 1 of this Article shall not include customs duties and taxes payable in the Republic of Serbia and/or Montenegro, which are to be borne by the Contracting Authority.

The quantities of months from the Price Structure Form are roughly estimated, and the Contracting Authority reserves the right to deviate from these quantities during the implementation of the Contract, depending on the expiration of the warranty period of certain systems and the needs of the Contracting Authority.

## **PAYMENT METHOD - subject to negotiations:**

### **Article 3**

Text proposed by the Contracting Authority:

The Contracting Authority shall make payments to the Contractor as follows:

1. **Payment for performed maintenance services** (Price Structure Form, Table 1) shall be made in quarterly instalments, following the end of each quarter, within 45 days from the date of receipt of the correct invoice for the payment amount and the Quarterly report on performed services, compiled and signed by the authorized representative of the Contracting Authority. The quarterly amount for payment shall be determined based on the unit prices from Table 1 of the Price Structure Form and the actual number of months of service provision in the observed quarter, and
2. **Payment for the instrument**, in the amount from Table 2 of the Price Structure Form, shall be made upon delivery, within 45 days from the date of delivery of the invoice for the payment amount and the Minutes of Quantitative Acceptance, signed by the authorized representative of the Contracting Authority.

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

## **COLLATERAL**

### **Article 4**

The Contractor is obliged to submit to the Contracting Authority a performance security within 20 (twenty) days from the date of entry into force of the Contract, which shall be unconditional and payable on the first call. The performance security shall be issued in the amount of 3% of the contracted value referred to in Article 2, paragraph 2 of the Contract and with the validity period of 30 days longer than the validity period of the Contract.

If the deadlines for the execution of the contractual obligations change during the Contract, the validity of the performance security must be extended as well.

The filed performance security can not contain additional terms for payment, shorter deadlines than those specified by the Contracting Authority or an amount less than the one specified by the Contracting Authority.

The Contracting Authority shall cash the requested security if the Contractor fails to provide services in the defined scope, quality and deadlines.

## **OBLIGATIONS OF THE CONTRACTOR – subject to negotiations:**

Text proposed by the Contracting Authority:

### **Article 5**

The Contractor undertakes to:

1. provide the services referred to in Article 1 of this Contract in a professional manner, with quality and in accordance with the rules of the profession and the standards applicable to that type of work, respect the contracted deadlines and act according to the orders of the Contracting Authority in accordance with the Bid and requirements from the Tender documents;
2. appoint persons who will be in charge of communication and cooperation with the Contracting Authority and the implementation of the Contract;
3. submit the payment documentation defined in Article 3 of the Contract; and

4. obtain and submit the export licenses to the Contracting Authority issued by the authorized body in his country, by no later than 60 days before the planned date for provision of the service for which the license is required.

The Contractor's representative is obliged, when performing activities at the locations of the Contracting Authority, to adhere to all safety instructions in regards to the impacts on the operation of the system and the consequences for air traffic safety.

## **OBLIGATIONS OF THE CONTRACTING AUTHORITY – subject to negotiations:**

Text proposed by the Contracting Authority:

### **Article 6**

The Contracting Authority undertakes to:

1. provide and maintain the necessary operational and environmental conditions for the System by following the advice and recommendations of the Contractor in regards to using the System;
2. provide the necessary technical conditions and access to the System for the smooth provision of the service that is the subject of public procurement;
3. appoint a person (persons) to supervise the provision of the Services, who shall have the following responsibilities:
  - a) communication and cooperation with the authorized person (persons) of the Contractor;
  - b) monitoring the quality of provided Services and harmonisation with the Tender documents;
  - c) preparation of Quarterly reports on performed services within fifteen (15) days from the date of expiration of the period; and
  - d) compiling the Minutes of Quantitative Acceptance, within five (5) days from the date of receipt.
4. make payments to the benefit of the Contractor, in accordance with the provisions of this Contract;
5. perform certain tasks and duties that may be reasonably required by the Contractor, such as system reboots, recording of information on errors, performing executive diagnostic tests, if any, and performing operational readiness checks;
6. bear all the costs and expenses of local transport on the territory of Serbia, in case of emergency interventions at the location of the Contracting Authority.
7. inform the Contractor's representatives about the impacts on the operation of the system and the consequences to air traffic safety, during all activities at the locations of the Contracting Authority.

## **DISPATCHING OF DEFECTIVE/REPAIRED PARTS OF THE SYSTEM**

### **Article 7**

Parts of the System that need to be repaired or replaced in accordance with this Contract shall be dispatched by the Contracting Authority to the Contractor - to DAP location of the Contractor, in accordance with INCOTERMS 2020. The Contracting Authority shall bear all the costs related to the dispatch of those items that need to be repaired or replaced to the Contractor, as well as the costs related to customs formalities and customs duties applicable in the Republic of Serbia.

Repaired (or replaced) parts are sent by the Contractor to the Contracting Authority - to DAP Airport "Nikola Tesla", Belgrade, Serbia, in accordance with INCOTERMS 2020. The Contractor shall bear all the costs related to the dispatch of those items that have been repaired (or replaced) to the Contracting Authority, as well as the costs related to customs formalities and customs duties applicable in the country in which it has its headquarters.

The Contractor guarantees a deadline for the return of repaired/replaced parts (TAT) of 45 calendar days from the date of receipt of the defective item at the Contractor's factory, until the date of dispatch of the repaired (or replaced) item from the Contractor's factory.

The Contractor has the right to extend the deadline referred to in this Article in the following cases:

1. when the Contracting Authority is late in fulfilling the contractual obligations referred to in Article 6 of the Contract, for the duration of the interruptions caused by the Contracting Authority's delay; and/or
2. due to the occurrence of force majeure referred to in Article 15 of this Contract, or other changed circumstances that could not have been foreseen at the time of conclusion of the Contract.

The Contractor undertakes to promptly notify the Contracting Authority in writing, about all circumstances and events that may affect the extension of the agreed deadlines. In case of occurrence of circumstances or events, due to which the contractual deadlines are extended, the Contractor is obliged to notify the Contracting Authority in writing.

## **RECEIPT OF SERVICES AND ELIMINATION OF DEFECTS**

### **Article 8**

The Contracting Authority shall monitor the quality of services provided and verify compliance with the requirements of Annex II to the Contract. Within 15 calendar days following the end of the three-month period in which the services have been provided and provided the service has no defects, the Contracting Authority shall prepare and sign a Quarterly Report on the Services Provided, which shall detail the actual quantities of months of providing services under certain systems.

Should the representative of the Contracting Authority notice any defects in regards to the quantity and/or quality of services rendered, or notices that there is a lack of conformity with the requirements from the Tender documents and the submitted Bid, he shall inform the Contractor in writing thereof.

In the events referred to in the preceding paragraph, the Contracting Authority shall have the right to request from the Contractor to eliminate the defects or to conduct the services again without any defects.

If the Contractor fails to eliminate the identified defect within thirty (30) calendar days from the date of receipt of a written request for elimination of the defect, the Contracting Authority shall have the right to terminate the Contract and activate the security referred to in Article 4 of this Contract.

## **QUANTITATIVE ACCEPTANCE OF THE INSTRUMENT**

### **Article 9**

The Contracting Authority shall perform quantitative acceptance, upon delivery of the instrument from Table 2 of the Pricing Structure Form, by comparing the specification data from the Bid, invoice and bill of lading with the actually delivered instrument.

If damage is observed during the quantitative acceptance, or if the delivered instrument does not correspond to the description specified in this Contract, or if the quantity of the received

delivery differs from the one specified in the shipping documents, the Contracting Authority shall make a report/complaint and submit it to the Contractor, on the basis of which the Contractor is obliged to deliver an adequate instrument within 15 days from the date of receipt of the report/complaint, at parity DAP Airport "Nikola Tesla", in Belgrade, at his own expense and at his own risk.

Upon successful quantitative acceptance, the Contracting Authority shall issue and sign the Minutes of Quantitative Acceptance within five (5) days following the delivery of the instrument.

## **DEADLINE AND PLACE OF DELIVERY OF THE INSTRUMENT**

### **Article 10**

The deadline for delivery of the instrument from Table 2 of the Price Structure Form is 90 days from the date when the Contracting Authority sends a written notice to the Contractor to perform the delivery.

Delivery is made at parity DAP Airport "Nikola Tesla", Belgrade, Serbia, in accordance with INCOTERMS 2020.

## **WARRANTY PERIOD**

### **Article 11**

The Contractor guarantees that the repaired parts or replaced parts and the delivered instrument do not have any material defects, and that they all possess the necessary properties for regular and correct use within 12 months from the date of dispatch of the repaired (or replaced) item or instrument from the Contractor's factory.

The warranty referred to in paragraph 1 of this Article shall apply only if these parts/equipment have been used in accordance with the specifications and instructions of the Contractor, under normal operating conditions.

## **CONTRACTUAL PENALTY**

### **Article 12**

In the event the agreed deadline referred to in Article 7, paragraph 3 and/or Article 10, paragraph 1 of this Contract is exceeded due to the Contractor's fault, the Contracting Authority shall charge the Contractor with contractual penalty for each day of delay, in the amount of 0.2% of the total contract price from Article 2, paragraph 2 of the Contract. The total amount of contractual penalty under this Contract may not exceed 10% of the total contract price referred to in Article 2, paragraph 2. of the Contract.

The payment of a contractual penalty shall not exempt the Contractor from obligations incurred by the Contracting Authority pursuant to this Contract.

## **LIMITATION OF LIABILITY**

### **Article 13**

The Contracting Parties undertake to pay damages to the other Contracting Party if the damage is caused by the direct fault of the Contracting Parties, as a result of the failure to execute the contractual obligations.

The Contract can not restrict the liability of Contracting Parties for damage caused by intent and gross negligence.

The liability of a Contracting Party for damage caused to the other Contracting Party by ordinary negligence may not exceed the total contract price referred to in Article 2, paragraph 1 of the Contract, except in the case referred to in paragraph 2 of this Article of the Contract.

## **INTELLECTUAL PROPERTY RIGHTS**

### **Article 14**

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

The Contractor shall give a non-exclusive, non-transferable right to the Contracting Authority to use the software provided under the Services solely for the purpose or with the use of the System or Software, provided that the Contracting Authority will not do the following without the prior written approval of the Contractor:

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

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

## **FORCE MAJEURE**

### **Article 15**

If a Contracting Party is prevented from fulfilling its obligations laid down in this Contract for reasons of force majeure, the deadline for the execution of such obligations shall be extended for the duration of the effect of force majeure.

Force majeure includes all circumstances beyond the control of the Contracting Authority and the other Contracting Party, including, but not limited to, war, revolution, terrorist attacks, serious destruction, explosions, fire, floods, weather disasters, drought, earthquakes, epidemics, quarantines, the general boycott of a system of countries from which one of the Contracting Parties is exporting or producing, strikes, passing regulations and other provisions preventing the performance of contractual obligations, embargo on transport, United Nations sanctions or other international organizations which prevent, hinder or obstruct the performance of obligations of the Contracting Parties.

A Contracting Party affected by a force majeure shall, as soon as possible, inform the other Contracting Party in writing of the occurrence of force majeure.

If the force majeure lasts for more than 90 (ninety) days, the Contracting Parties will resolve the problem of further implementation of the Contract by agreement as soon as possible. If they can not reach an agreement within 120 (one hundred and twenty) calendar days following the occurrence of force majeure, each Contracting Party shall have the right to terminate this Contract.

## **TERMINATION OF THE CONTRACT**

### **Article 16**

Each of the Contracting Parties may terminate the Contract if the other party fails to perform its contractual obligations in a contractual manner and within the agreed deadline, or in case of serious violation of the Contract.

The Contracting Authority may terminate the Contract in the event referred in Article 8, paragraph 3 of this Contract.

The Contracting Party wishing to terminate the Contract shall inform the other Contracting Party of the breach of the contractual obligation prior to termination, indicating what constitutes the said breach of the contractual obligation and requesting it to be corrected within 60 days from the date of the notification.

The additional deadline for the execution of the obligation can not be granted after the deadline for the execution of all contractual obligations.

A Contracting Party responsible for the damage and who is responsible for terminating the Contract shall be liable to compensate the other Contracting Party for the damage incurred.

Should a consensual termination of the Contract occur, the Contracting Parties will regulate the mutual claims that are related and arising from this Contract.

## **APPLICABLE LAWS**

### **Article 17**

This Contract and its contents shall be implemented and interpreted in accordance with the Law on Contracts and Torts and other applicable laws in force in the Republic of Serbia.

## **DISPUTE SETTLEMENT – subject to negotiations:**

### **Article 18**

Text proposed by the Contracting Authority:

The Contracting Parties will try to resolve any possible disputes that may arise under this Contract by mutual agreement, and if they do not reach an agreement, they agree that the Commercial Court in Belgrade will have jurisdiction over the dispute.

## **TRANSITIONAL AND FINAL PROVISIONS**

### **Article 19**

All notifications relating to this Contract shall be in writing in Serbian or in English language, and shall be delivered in person, by e-mail or by mail to the Contracting Party receiving the notifications, at the address specified in this Contract or at any other address that any Contracting Party may, in writing, submit to the other Contracting Party.

### **Article 20**

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

The Contract will be valid for a period of thirty (30) months from the date of its entry into force.

### **Article 21**

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

CONTRACTING AUTHORITY

CONTRACTOR



## 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 maintenance support services in the post-warranty period for devices and systems manufactured by Indra – PP 68/U/20 – DO NOT OPEN”**. A bid that arrives at Contracting authority address by **10,00 A.M. (CET) on 30/09/2020** regardless of the method of delivery shall be considered as timely bid.

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

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

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

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

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

- 1) **Form VI - 1** - Bid Form;
- 2) **Form VI -1a** – Bid Form – Information on the Subcontractor – To be submitted only if the bidder has indicated that he will entrust partial execution of the procurement to a subcontractor;
- 3) **Form VI - 2** – Price structure Form;
- 4) **Form VI – 4** – Independent Bid Statement Form;
- 5) **Proposal of the wording for the Articles of the Contract Model that are subject of negotiations.** If the Bidder does not submit this element it shall be considered that he agrees with proposal of the wording provided in the Contract Model (Section VII);
- 6) **Evidence of compliance with the requirements for the procurement procedure, as indicated in Section III of the Tender Documents;**
- 7) **Evidence that the offered services are fully in accordance with the Technical Specification from Section II of the Tender documents:** Relevant documented evidence (catalogues, description of the offered services, SLA etc.) in a form that allows the Contracting Authority to check fulfillment of the requirements from Section II.

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 - 68/U/20 - Provision of maintenance support services in the post-warranty period for devices and systems manufactured by Indra — DO NOT OPEN” or**

**“Supplement of the Bid - PP 68/U/20 - Provision of maintenance support services in the post-warranty period for devices and systems manufactured by Indra — DO NOT OPEN” or**

**“Recall of the Bid - PP 68/U/20 - Provision of maintenance support services in the post-warranty period for devices and systems manufactured by Indra — DO NOT OPEN” or**

**“Amendment and Supplement of the Bid - PP 68/U/20 - Provision of maintenance support services in the post-warranty period for devices and systems manufactured by Indra — DO NOT OPEN”**

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

**(6) PARTICIPATION IN THE PROCEDURE**

A bidder may submit only one bid.

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

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

**(7) SUBCONTRACTORS**

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

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

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

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

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

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

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

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

## **(8) JOINT BID**

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

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

### **9.1 Method of payment**

Method of payment is one of the elements of the contract which are subject to negotiation. The Contracting Authority proposes the following method of payment:

1. **Payment for performed maintenance services** (Price Structure Form, Table 1) shall be made in quarterly instalments, following the end of each quarter, within 45 days from the date of receipt of the correct invoice for the payment amount and the Quarterly report on performed services, compiled and signed by the authorized representative of the Contracting Authority. The quarterly amount for payment shall be determined based on the unit prices from Table 1 of the Price Structure Form and the actual number of months of service provision in the observed quarter, and
2. **Payment for the instrument**, in the amount from Table 2 of the Price Structure Form, shall be made upon delivery, within 45 days from the date of delivery of the invoice for the payment amount and the Minutes of Quantitative Acceptance, signed by the authorized representative of the Contracting Authority.

### **9.2 Contract validity period**

The Contract will be valid for a period of thirty (30) months from the date of its entry into force.

### **9.3 Warranty period**

The warranty period for repaired (or replaced) parts expressed and delivered instrument is 12 months counting from the date of dispatch of the repaired/replaced item i.e. instrument from the Bidder's factory.

### **9.4 The deadline for returning repaired/replaced parts (Turnaround time - TAT)**

The deadline for returning repaired/replaced parts (TAT) expressed as a number of calendar days from the date of the receipt of a faulty part in the Bidder's factory until the date of the dispatch of the repaired or replaced part from the Bidder's factory is 45 calendar days.

### **9.5 Validity of the Bid**

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

## **(10) BID PRICE**

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

The price must include all costs associated with contract performance of the subject public procurement i.e. all applicable fees for the license, expenses, all taxes, duties, contributions, levies and charges, relating to the subject of the public procurement payable outside of the Contracting authority's country. The price excludes any taxes and duties which are payable inside Republic of Serbia and which shall be borne by the Contracting authority.

Transportation costs - the Contracting authority shall bear all delivery costs of sending faulty items on a DAP Bidder's premises basis, while the Bidder shall bear all delivery costs of returning repaired/replaced items on DAP Contracting authority's premises (Airport Nikola Tesla, Belgrade) basis.

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

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

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

##### **Performance Bond**

The selected Bidder shall, within 20 days following the date of Contract coming into force, submit to the Contracting Authority the Performance Bond issued by its Bank, with the following clauses: irrevocable, unconditional and payable on first demand. The Performance Bond shall be issued in the amount of 3,00% of the total Contract value without VAT and shall be valid at least 30 days after the expiry of the Contract validity period. The submitted bank guarantee may not include additional payment conditions, shorter deadlines than those specified by the Contracting authority or a lesser sum than that specified by the Contracting authority.

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

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

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

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

Not applicable 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](mailto:tender@smatsa.rs), on working days (Monday – Friday) from 08:00 to 16:00. The request for clarification received after the aforementioned time or during weekend/non-working day shall be registered as if it was received on the first following working day. All requests for additional information, clarifications and communication must be marked with the designation and the reference number of the public procurement that the request refers to, eg. "Request for additional information about PP 68/U/20."

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

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

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

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

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

## **(16) INTELLECTUAL PROPERTY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1) Proof of paid tax which contains the following elements:
  - (1) is issued by the bank and has the stamp of the bank;
  - (2) presents evidence that the fee is paid, meaning the confirmation must contain the information that the payment order, i.e. wire transfer order has been completed as well as date on which it has been completed.
  - (3) the amount of the tax;
  - (4) the budget account no. 840-30678845-06;
  - (5) payment code: 153 or 253;
  - (6) reference no.: PP 68/U/20;
  - (7) the purpose of the payment: request for protection of rights tax; SERBIA AND MONTENEGRO AIR TRAFFIC SERVICES SMATSA LLC; PP 68/U/20
  - (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 68/U/20.

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

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

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

### **(19) CONTRACTING**

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

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



## **(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.