

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

Registered number:
NAB.00-87/244 dated
27/07/2020



TENDER DOCUMENTS

**for submitting bid in a negotiated procedure without invitation to bid for
PROVISION OF MAINTENANCE SUPPORT SERVICES FOR ARTAS, SDDS-NG AND
AFTN/AMHS SYSTEMS IN POST-WARRANTY PERIOD**

(Public Procurement 69/U/20)

BID SUBMISSION DEADLINE:	20/08/2020 at 10:00 a.m. (CET)
BID OPENING:	20/08/2020 at 10:30 a.m. (CET)

Total number of pages: 49

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. 404-02-3260-20 dated 16/06/2020 (the Contracting authority’s no. NAB.00 87/129 dated 24/06/2020), the Decision on Initiating Public Procurement Procedure PP 69/U/20 no. NAB.00 87/136 dated 26/06/2020 and the Decision on Establishing the Public Procurement Committee PP 69/U/20 no. NAB.00 87/137 dated 26/06/2020 the following has been compiled:

TENDER DOCUMENTS
for the public procurement of SERVICES –
Provision of maintenance support services for ARTAS, SDDS-NG and AFTN/AMHS
systems in post-warranty period - PP 69/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:	www.smatsa.rs
Type of negotiated procedure:	Negotiated procedure without invitation to bid
Justification for using negotiated procedure:	<p>In its statement on exclusive rights No. CED.00-87/112 dated 02/06/2020, Frequentis Comsoft GmbH confirmed that, as the sole manufacturer and supplier for the SDDS-NG and AFTN/AMHS systems installed at the Contracting authority, he is the exclusive owner of the intellectual rights connected to provision of the maintenance service for the said systems. This statement also declares that Frequentis Comsoft GmbH is the EUROCONTROL's sole industrial partner for provision of centralised ARTAS Maintenance and Operational Support service (CAMOS).</p> <p>Bearing in mind that the engagement of another manufacturer of ARTAS, SDDS-NG or AFTN/AMHS system or any other legal or natural person to perform the subject contract would be impossible due to the protection of exclusive rights, 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. . 404-02-3260-20 dated 16/6/2020.</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 type="checkbox"/>
Electronic auction:	yes <input type="checkbox"/> no <input type="checkbox"/>
Contact person:	tender@smatsa.rs When submitting question via email it is mandatory to state in email Subject: CLARIFICATION OF TENDER DOCUMENTS FOR PP 69/U/20

INFORMATION ABOUT THE PUBLIC PROCUREMENT SUBJECT MATTER

Description of the public procurement subject matter:	<p>Provision of maintenance support services for ARTAS, SDDS-NG and AFTN/AMHS systems in post-warranty period</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:	72250000 – System and support services

II TECHNICAL SPECIFICATION

1 Introduction

1.1 Overview

This document specifies the requirements for maintenance activities of SMATSA Ilc systems including the following software and hardware:

ID	Software
1	ARTAS ONL, T1 and T2 systems (ARTAS software provided through EUROCONTROL, software versions in use in SMATSA Ilc)
2	SDDS-NG OPS and TDS systems
3	AFTN/AMHS ONL, TTS1 and TTS2 systems

Table 1. SMATSA Ilc system's software

ID	Hardware
1.a	ARTAS ONL system (currently hosting V8B software)
1.b	ARTAS T1 system (currently hosting V8B software)
1.c	ARTAS T2 system (currently hosting V8B software)
2.a	SDDS-NG OPS system (including LSE)
2.b	SDDS-NG TDS system (including LSE)
3.a	AFTN/AMHS ONL system
3.b	AFTN/AMHS TTS1 system
3.c	AFTN/AMHS TTS2 system

Table 2. SMATSA Ilc system's hardware

Additionally to the listed system's software and hardware, this document specifies requirements for maintenance of supporting/accompanying system documents. Baseline documents for each listed system are latest versions that SMATSA approved of all user/product manuals, hardware and software documents, system architecture/design/specification documents, interface control documents, etc.

1.2 Scope

The scope of this document are requirements for activities and procedures to maintain and support the SMATSA Ilc systems in its current and future configurations regarding hardware, software, and documentation.

SCMNT010. Maintenance activities **shall** be applied to all hardware, software (including but not limited to operating systems, licences, etc), and documentation deliverables of the SMATSA Ilc systems listed under Table 1 and Table 2. Maintenance support **shall** be provided for following systems and periods:

- ARTAS systems obtained under the contract NAB.00-77/343 dated 20.09.2016: from the date when Contract for maintenance services comes into force, but not before 14.09.2020, for the period of three years,
- SDDS-NG systems obtained under the contract NAB.00-65/92 dated 08.02.2018: from 09.11.2020. until expiry of Contract for maintenance services and supporting LSE equipment obtained under the contract FAM.00-77/120 dated 09.03.2009: from the date when Contract for maintenance services comes into force, but not before 14.09.2020, for the period of three years,
- AFTN/AMHS systems obtained under the contract SUS.00-65/1534 dated 26.11.2019: from the moment of expiry of the warranty period according to the contract SUS.00-65/1534 until expiry of Contract for maintenance services.

Note: Contract reference for each system is used to clearly describe which system is referred. Maintenance activities **shall** be applied to all system deliverables according to up-to-date baseline documents.

- SCMNT020.** The bidder **shall** provide maintenance and support for the SMATSA llc systems in their current and future configurations.
- SCMNT030.** Additionally to the SMATSA llc systems listed under Table 1 and Table 2, the bidder **shall** provide support for existing operational AFTN/AMHS system for the period of time from the date when Contract for maintenance services comes into force, but not before 14.09.2020, until period of maximum three months after the date of successful SAT of upgraded AFTN/AMHS system, obtained under the contract SUS.00-65/1534.

2 Software Maintenance for SDDS-NG and AFTN/AMHS systems

2.1 General

- SWGEN010.** The bidder **shall** assure all necessary coordination in order to fix faults, deficiencies and defects.
- SWGEN020** For all software problems, which were found before the end of maintenance period, but were not eliminated during the maintenance period, Action Plan for correction **shall** be presented by the bidder and agreed by SMATSA llc according to its operational impact and may be realized after Contract execution. The maintenance period **shall** be valid until corrective measures are made, and until effects of those activities are adequately verified.

2.2 Software Failure Classes

- SWFCL010.** Software failure severity classes **shall** be defined as follows:
- Severity class “INHIBITING” implies that system operability is lost (total system loss). The system is not able to perform its function.
 - Severity class “MAJOR” implies that the system operability is severely affected, and immediate action is required to

ensure further operability. Example: Breakdown of a safety critical function.

- Severity class “MEDIUM” implies that the problem affects the system operation but does not endanger the overall operability. Effective workarounds and procedures are available to solve the problem. Example: Application breakdown, but no total system failure due to the redundancy concept.
- Severity class “MINOR” implies that the problem has no serious effect on the operability. Example: Faults on the user interface that can be solved by workarounds.

SWFCL020. The bidder **shall** react on software problems after having been appropriate notified either by Incident report procedure or via direct help desk contact. The bidder **shall** solve software issues within the reaction and solution times for the above defined severity classes in the following way:

SEVERITY CLASS	INHIBITING	MAJOR	MEDIUM	MINOR
Initial Analysis	Within 1 business days	Within 2 business days	Within 5 business days	Within 10 business days
Detailed Analysis	Within 1 business days	Within 5 business days	Within 10 business days	In coordination with the customer
Temporary Correction	Within 2 business days (if bidder's maintenance engineer is requested on-site, in accordance with request ONSTV060)	Within 10 business days	In coordination with the customer	In coordination with the customer
Source Level Correction	With next Maintenance Release	With next Maintenance Release	With next Maintenance Release	With next Maintenance Release

Table 3. Reaction and solution times for software failures for AFTN/AMHS system

SEVERITY CLASS	INHIBITING/MAJOR	MEDIUM	MINOR
Initial Analysis	Within 2 business days	Within 5 business days	Within 10 business days
Detailed Analysis	Within 5 business days	Within 10 business days	In coordination with the customer

Temporary Correction	Within 10 business days (for INHIBITING severity class, if bidder's maintenance engineer is requested on-site, in accordance with request ONSTV060)	In coordination with the customer	In coordination with the customer
Source Level Correction	With next Maintenance Release	With next Maintenance Release	With next Maintenance Release

Table 4. Reaction and solution times for software failures for SDDS-NG system

- SWFCL030.** There **shall** be no limits in the number of problems reported within the scope of the maintenance contract.
- SWFCL040.** In case of a problem causing total system loss (INHIBITING failure class), the bidder **shall** commit to initiate problem analysis without any further delay.

2.3 New software versions

Following terms and definition will be used:

- “Bug-fix release” – new software release which corrects an error or defect or which provide a workaround of an error or defect.
 - “Maintenance/major release” – new software release which contain corrections of defects previously reported by SMATSA llc or by other users of the bidder’s system affecting SMATSA llc system operation.
 - “Emergency release” – patch or hotfix serving to bring the software/system back to normal operation or at least degraded functionality at short terms.
- SWNVE010.** The bidder **shall** provide unlimited number of Bug-fix releases per system (SDDS-NG, AFTN/AMHS) and per contract year together with relevant software documentation. The bidder and SMATSA llc will mutually define the date for the Bug-fix releases.
- SWNVE020.** The bidder **shall** provide up to one (1) Maintenance/major release per system (SDDS-NG, AFTN/AMHS) and per contract year together with relevant software documentation. The bidder and SMATSA llc will mutually define the date for the Maintenance/major releases.
- SWNVE030.** The bidder **shall** proactively provide information regarding known issues, including provision of patches in coordination with SMATSA llc (if available).
- SWNVE040.** If a mission-critical functionality is interrupted by an Incident, it may be necessary to deploy Emergency release. In such a case the bidder **shall** inform SMATSA llc about changes performed and the possible limitations of the Emergency release supplied, if any. In case Emergency release limitations exist, the bidder **shall** in addition in timely manner deliver additional software release – Bug-fix or Maintenance/major release, which fixes mission-critical functionality and does not introduce limitations in system operation.
- SWNVE050.** Release notes **shall** be issued for each new software version to indicate a summary of all changes implemented and applicable for the system. For each problem fixed, the bidder **shall** indicate the

type of problem, how it has been fixed and which CSCI (Computer Software Configuration Items) have been changed.

SWNVE060. For each new software version release notes **shall** list all licenses that are used and their duration / expiry date if any.

SWNVE070. Proper validation and regression testing prior to the provision of a new software release the bidder **shall** perform to prove that the fixes do not introduce any new faults or problems. The bidder **shall** provide a statement of successful validation/testing to SMATSA llc.

2.4 Third-party software, OS, firmware and BIOS updates

SWFRM010. The bidder **shall** provide SMATSA llc with third-party software, OS, firmware and BIOS update only if it is a result of an Incident Resolution process.

SWFRM020. For each third-party software, OS, firmware and BIOS delivery the bidder **shall** list all licenses that are used and their duration / expiry date if any.

3 Software Maintenance for ARTAS systems

SWART010. Initial incident analysis: The bidder **shall** assure all necessary coordination to analyze reported incidents that occurred on the installed ARTAS systems, with the aim to ensure that all information (log files, data recordings, etc.) required to commence the detailed analysis of the incident is available. The bidder **shall** conduct this initial analysis within 5 business days since having been appropriately notified either by incident report procedure or via direct help desk contact.

SWART020. On request by SMATSA llc the bidder **shall** provide remote support to SMATSA llc for the restoration of service of a failed ARTAS system.

SWART030. Detailed incident analysis: After completion of the initial analysis the bidder **shall** conduct a detailed analysis of reported incidents that occurred on the installed ARTAS systems, with the aim to identify the root cause of the incident and to classify it into one of the following classes: "ARTAS configuration defect", "ARTAS software defect", "ARTAS change request" or "No underlying problem".

SWART040. For incidents with a root cause in class "ARTAS configuration defect" the bidder **shall** recommend a workaround or a fix of the underlying configuration issue within 10 business days since completion of the corresponding initial incident analysis.

SWART050. For incidents with a root cause in class "ARTAS software defect" and "ARTAS change request" on request by SMATSA llc the bidder **shall**

- support SMATSA llc in reporting the incident appropriately to the EUROCONTROL CAMOS service for further processing.
- support SMATSA llc with following-up with the EUROCONTROL CAMOS service until the full correction of the problem is complete

3.1 ARTAS Fine Tuning

SWARTFT010. The bidder **shall** perform fine tuning of ARTAS tracker (including all active sensors used by SMATSA llc), three times during the period of three years. The fine tuning services **shall** include an assessment against the latest applicable EUROCONTROL ESASSP mandatory requirements. SMATSA llc and the bidder **shall** mutually agree time frame in which tuning **shall** be conducted. Deliverables as result of tuning activities (database/parameters, reports) **shall** be provided to SMATSA llc no later than 3 months after SMATSA llc delivers to the bidder necessary data for tuning session.

SWARTFT020. The bidder **shall** perform fine tuning of ARTAS tracker following latest EUROCONTROL's ARTAS Tuning Guidelines document.

4. Hardware Maintenance

4.1 Spares

HWGEN010. In case that spare parts have been used and need to be replaced in the spare stock, the bidder **shall** guarantee the selection of an identical, equivalent or better component within the hardware maintenance. The bidder can provide refurbished replacements in case that the hardware component is not manufactured anymore and no equivalent component is feasible.

HWGEN020. If spare parts should become difficult to acquire or end of life date would be approaching, the bidder **shall** inform SMATSA llc as soon as this information is available and propose suitable replacement of these spares by other items.

HWGEN030. In case of proposition for suitable replacement of spares by other items, the bidder **shall** recalculate RMA (Return of Material Authorisation) figures and review the spares calculation, if needed.

4.2 Repair/replacement of Faulty Items

After initial incident analysis, SMATSA llc will inform the bidder of any faulty item under the bidder's repair/replacement responsibility using Incident report handling procedure.

HWRRF010. The bidder **shall** guarantee repair of any defective hardware listed under Table 2. Depending on the defect, the item will be repaired or replaced by the bidder. The bidder will decide whether the item will be replaced or repaired.

HWRRF020. Upon notification of a faulty hardware, the bidder **shall** assign and notify SMATSA llc about a unique RMA number. This number will be written on the postal item in order to be identified upon arrival at the bidder's premises or other address clearly defined by the bidder within the Maintenance contract.

HWRRF030. In case of repair or replacement, the bidder **shall** return the repaired or replaced equipment to the SMATSA llc premises together with an update of the respective documentation and background information about the repair.

HWRRF040. For other hardware components such as non-essential parts (e.g. equipment cabinet components), the bidder **shall** procure the corresponding spare part or **shall** repair the defective part.

- HWRRF050.** Costs for repair or replacement (material, working hours) **shall** be borne by the bidder. In case of sending the equipment for repair, transportation costs **shall** be jointly borne (each party to pay for their shipment), including any taxes and duties. In case of complaints related to repair services, the bidder **shall** be responsible for transportation costs, including any taxes and duties.
- HWRRF060.** Turnaround time **shall** be within 30 business days upon arrival at the bidder's premises, excluding shipping and/or customs clearance for the return.
- HWRRF070** All hardware problems, which were reported before the end of maintenance period, but were not eliminated during the maintenance period, **shall** be solved by the bidder after the expiration of the maintenance period. In such cases, reported hardware problems are treated as solved only when SMATSA Ilc confirms item's correct operation.

5 Helpdesk

- HLPDSC010.** The bidder's helpdesk service **shall** function as a central point of contact for problem reporting and on-site configuration changes via email or fax and **shall** provide a telephone service for immediate problem reporting.
- HLPDSC020.** The bidder **shall** define contact details (telephone/fax numbers, e-mail addresses) for problem reporting during normal and outside normal business hours, including public holidays.

6 Remote Access

For security reasons, Remote Access Service is available only upon request and according to the procedure defined bellow (remote access shall only be possible to test and training platforms which are physically separated from the ONL systems).

- RMACS010.** In case of emergency, SMATSA Ilc will perform all the necessary actions to enable Remote Access Service and will contact the bidder's helpdesk. The bidder **shall** coordinate all the actions with SMATSA Ilc and **shall** notify SMATSA Ilc when the Remote Access service is not needed any more.
- RMACS020.** In all the other cases, request for Remote Access Service **shall** be triggered by the bidder via e-mail of SMATSA Ilc Contact Service Manager (in cc: askl.comsoft-SLA@smatsa.rs) with the indication of the reasons for using remote access service and the timeframe needed. The bidder **shall** coordinate all the actions with SMATSA Ilc and **shall** notify SMATSA Ilc when the Remote Access service is not needed any more.
- RMACS030.** The bidder **shall** provide additional hardware if it is necessary for the remote access (to any of SMATSA Ilc test systems listed under Table 1 and Table 2).

7 Configuration Management

In order to support the configuration management activities, SMATSA Ilc will inform the bidder of all configuration changes on-site (e.g. swapping of parts, network configuration alterations, CCMS configurations alterations, CADAS UA reconfiguration – change of network parameters, hostname, etc) performed or in plan to be performed by SMATSA Ilc using Incident report handling procedure defined by the bidder.

- CONF010.** The bidder **shall** deliver updated configuration/kickstart discs and **shall** update supporting documents if their change is bilaterally agreed and arises from on-site configuration changes.

8 Problem Report

8.1 Incident reports

- PRCRQ010.** The bidder **shall** clearly define incident report handling procedure based on the current Incident report form (IRF) and, if available via submission of ticket through web interface directly.
- PRCRQ020.** All Incident reports (created via IRF or through web ticketing interface) **shall** be logged by the bidder in a ticketing system.
- PRCRQ030.** After IRF is filled by SMATSA Ilc, the bidder **shall** as soon as possible pass the ticket number information to SMATSA Ilc which serves as an unique ID for the reported problem to simplify communication. In case of a reported hardware failure, RMA number **shall** be passed to SMATSA Ilc.
- PRCRQ040.** After initial analysis, the bidder **shall** as soon as possible pass to SMATSA Ilc information on the severity class, priority and safety relevance assigned to the referenced ticket number.
- PRCRQ050.** The exact explication of the problem or request **shall** be continuously communicated to SMATSA Ilc together with the formal status of the ticket.
- PRCRQ060.** The fixed and tested ticket **shall** be closed only after SMATSA Ilc approval.
- PRCRQ070.** Every three months, the bidder **shall** produce and deliver to SMATSA Ilc a Status Report for all problem reports (IRFs) and tickets previously reported and their statuses.

9 Testing

- TSGEN010.** All repaired/replaced goods – hardware and software – **shall** be subject to testing prior to their release by the bidder.
- TSGEN020.** For hardware items, the bidder **shall** execute the appropriate visual and/or functional inspections/testing.
- TSGEN030.** For software items, all corrective actions and changed software modules including upgrades or correction to COTS software, other third-party software, OS, firmware, BIOS or software developed for SMATSA Ilc, the bidder **shall** test and validate. An appropriate regression test suite **shall** be performed to avoid regression of the software.
- TSGEN040.** The bidder **shall** provide to SMATSA Ilc the Statement of successful validation / regression testing.
- TSGEN050.** In addition to the compatibility tests carried out by the bidder on a comparable system to the one of the SMATSA Ilc system, the bidder **shall** advise SMATSA Ilc how to retest the COTS software, other third-party software, OS, firmware and BIOS update on the SMATSA Ilc test system wherever applicable.

10 On-site Visit

ONSTV010. The bidder **shall** cover all travel expenses of its employees performing site visits.

10.1 Annual on-site visits

ONSTV020. Annual (per service year) on-site visit **shall** be performed by two bidder's experts with a maximum duration of two business days. If bilaterally agreed during contract execution, duration of on-site visits and number of bidder's experts participating can be changed, but not to be less than total of four man-business days (e.g. one on-site visit covered by one bidder's expert with a maximum duration of four business days or two on-site visits covered by one bidder's expert, each with maximum duration of two business days).

ONSTV030. If bilaterally agreed during contract execution, if annual on-site visit is not organized in one contractual year, it **shall** be moved to and organized in next contractual year.

ONSTV040. The on-site visit **shall** include a system check, fault analysis, evaluation, as well as temporary correction of unusual system behavior and on-the-job training for SMATSA llc staff if necessary. The bidder **shall** deliver on-site visit report / service survey to SMATSA llc after on-site visit is conducted.

10.2 Coordination meetings

ONSTV050. The bidder **shall** plan annual (per service year) coordination on-site meeting for review of maintenance service, discussion of open tickets and similar topics with a duration of minimum one business day. In addition, teleconferences **shall** be planned, if necessary for discussion on any of the topics.

10.3 Emergency on-site support

ONSTV060. In case of a problem causing total system loss (INHIBITING failure class), SMATSA llc is entitled to request bidder to send a maintenance engineer to SMATSA site. If problem cannot be remedied with bidder's remote support and SMATSA llc technical experts available on site, the bidder's maintenance engineer **shall** be present on-site no later than 3 business days from the receipt of such request. In this case, the affected service shall be restored within a further five (5) days (the bidder's representative and SMATSA llc technical experts **shall** work together to restore the affected service as fast as possible by applying a workaround or other suitable means). Upon arrival immediate action **shall** be required from bidder's maintenance engineer to ensure operability of the system. In this case on-site presence **shall** be organized independently to the planned annual on-site visits.

11 Safety

SAFRQ010. The following safety activities **shall** be carried out by the bidder in case of a problem report:

- Assessment of the safety impact of the corrected software problem reports (tickets),

- Demonstration that the CSCI SWAL is maintained (by analysing the software problem and its impact on the SWAL evidence and by updating the evidence as required).

SAFRQ020. The bidder **shall** provide the following safety documents:

- Updated System Safety Assessment Report, in case of delivery of a major software release,
- Updated Declaration of Conformity (DoC) / Declaration of Suitability for Use (DSU) documents, if the delivered software or document versions differ from the versions referenced in the DoC/DSU.

12 Obsolescence management

OBSM010. In order to manage potential hardware obsolescence, the bidder **shall** deliver report of identifying potential issues on the current platforms, as early as possible, to give SMATSA llc the opportunity to order additional hardware, software and spares.

OBSM020. The bidder **shall** keep track of the possible obsolescence of hardware components, software or firmware and inform SMATSA llc in the manner required by the contract.

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 BIDDERS¹:

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

FOREIGN BIDDERS:

ii) Extract from the register of the competent authority.

NATURAL PERSON

Not applicable.

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

Evidence:

NOTE: Evidences may not be older than two months prior to bid-opening i.e. evidences must be issued after 20/06/2020

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

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

iii) Certificate from the criminal records from the COMPETENT POLICE ADMINISTRATION OF THE MINISTRY OF INTERNAL AFFAIRS, confirming that Bidder's legal representative has not been convicted for any crimes as member of an organized criminal group, for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud (the request may be submitted by place of birth or the place of residence of the legal representative. If the Bidder has several legal representatives, the evidence shall be submitted for each of them.

FOREIGN BIDDERS:

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

v) Certificate of a competent authority with jurisdiction that that Bidder's legal representative (natural 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 20/06/2020

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 Privatisation Agency 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 Privatisation Agency proving that the Bidder is undergoing a privatization process.

FOREIGN BIDDERS:

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

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 authorities and organization for compulsory social insurance confirming that the legal entity has settled due taxes and contributions.

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

Evidence:

Filled-in, stamped and signed Form 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

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

- (6) **Personnel capacity** – that the Bidder employs experts, that will be responsible for execution of the subject contract, with expertise in providing support for maintenance for the following systems: ARTAS, SDDS-NG и AFTN/AMHS:
- i. one expert that possess knowledge and experience in management of the system support and maintenance activities;
 - ii. one expert that possess knowledge and experience in technical analysis and diagnostics of the system in relation to identified problems for ARTAS system;
 - iii. one expert that possess knowledge and experience in technical analysis and diagnostics of the system in relation to identified problems for SDDS-NG or similar systems;
 - iv. one expert that possess knowledge and experience in technical analysis and diagnostics of the system in relation to identified problems for AFTN/AMHS system.

Designated experts must have at least three (3) years of experience in providing support and maintenance services. One engaged expert can fulfill the conditions from several points.

Evidence:

LEGAL ENTITY / ENTREPRENEUR / NATURAL PERSON

- Statement on fulfillment of requirement of the personnel capacity for participation in public procurement procedure in the Form VI-7, certified by the signature of authorized person stating the full names of key personnel that will be responsible for contract execution.
- CV's of all listed experts, whereby compliance with the personnel requirements for each expert are visible.

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. 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 SEAT 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 (RSD) without VAT in the Republic of Serbia stated in the Bid Form (Form VI-1) shall be taken into consideration. In case the prices in the Bid were stated in EUR the conversion into RSD counter value shall be made by applying the official middle exchange rate of the National Bank of Serbia applicable on the Bid opening date.

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

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

All articles of the model of the contract are the subject of the negotiations, except Subject of the contract from Article 1.

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, after the Bid Opening Procedure, the Contracting Authority determines that the Bidder has submitted all required Forms and evidence with its Bid, the Contracting Authority will send a link to the authorized representative of the Bidder for negotiation via video conference that will commence no later than 24/8/2020.

If a final agreement on elements of the contracts could not be reached on the date of the negotiations commencement, the negotiations can continue in the following days, and can also be done by exchanging e-mails via the Contracting Authority's official e-mail address: tender@smatsa.rs and authorised representative of the Bidder. The negotiating process will be completed within 10 days from the date of its commencement.

During the negotiating procedure, the Bidder cannot offer terms that are less favourable 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.

After negotiations, 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 possesses 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) Requirements fulfillment form for participation in the public procurement for foreign bidders/subcontractors statement form (Form VI -6)
- 8) Statement Form on fulfillment of requirement of the personnel capacity for participation in public procurement procedure (Form VI - 7)

BID FORM

Contract title: Provision of maintenance support services for ARTAS, SDDS-NG and AFTN/AMHS systems in post-warranty period – 69/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 for ARTAS, SDDS-NG and AFTN/AMHS systems in post-warranty period (public procurement no. 69/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 ³ <input type="checkbox"/> small ⁴ <input type="checkbox"/> medium ⁵ <input type="checkbox"/> big ⁶ (please mark the appropriate field <input checked="" type="checkbox"/>)

The currency of the prices in the bid:

RSD EUR
(please mark the appropriate field)

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

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

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

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

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

II BASIC ELEMENTS OF THE BID

Validity period of the Bid	_____ days from the date of bid opening (not less than 60)
Total Price	_____ without VAT in the Republic of Serbia _____ with VAT in the Republic of Serbia. The bid price includes all costs associated with contract performance of the public procurement. The 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 price does not include customs duties and taxes payable in the Republic of Serbia and/or Montenegro that are borne by the Contracting Authority.
Method of Payment	Proposal of the method of Payment: _____ _____ _____ _____ Remark: The Bidder may propose different method of payment in its bid, provided that it adheres to the principle of payment in installments. Advance payment is not allowed.
Warranty period	_____ months from the date of 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 ⁷

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

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

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

Place and date:

Bidder: Seal and signature

Place and date:

Subcontractor: Seal and signature

⁷ 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

No	Description of the Service	Quantity	Unit of measurement	Unit price without VAT	Unit price with VAT	Total price without VAT	Total price with VAT
I	II	III	IV	V	VI	VII = III*V	VIII=III*VI
1.a)	ARTAS systems	36	month				
1.b)	SDDS-NG systems	34	month				
1.c)	Existing AFTN/AMHS systems	5	month				
1.d)	Upgraded AFTN/AMHS systems	11	month				
1.	Software maintenance (1.a+1.b+1.c+1.d)						
2.a)	ARTAS systems	36	month				
2.b)	SDDS-NG systems	34	month				
2.c)	Existing AFTN/AMHS systems	5	month				
2.d)	Upgraded AFTN/AMHS systems	11	month				
2.	Documentation management (2.a+2.b+2.c+2.d)						
3.a)	ARTAS systems	36	month				
3.b)	SDDS-NG systems	34	month				
3.c)	Existing AFTN/AMHS systems	5	month				
3.d)	Upgraded AFTN/AMHS systems	11	month				
3.	Hardware maintenance (3.a+3.b+3.c+3.d)						

No	Description of the Service	Quantity	Unit of measurement	Unit price without VAT	Unit price with VAT	Total price without VAT	Total price with VAT
4.	On-site visits	15	man – working day				
5.	Emergency on-site visits	12	man – working day				
6.	ARTAS fine tuning	3	tuning activity				
A. TOTAL (sum 1 to 6)							

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.

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

- **Column III:** The Contracting authority has determined estimated quantities of service provision, whereby the actual quantities may differ from the stated depending of actual requirements of the Contracting authority.
- **Column V:** The Bidders fills in unit price without value added tax payable in the Republic of Serbia.
- **Column VI:** The Bidders fills in unit price, 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 VII & VIII:** The Bidders enters the total price calculated as the product of the quantity (Column III) and the unit price (Column V or VI), without and with VAT.
- **Row A:** To be filled in with sum of the Rows from 1 to 6 and the total amount shall 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
TOTAL AMOUNT OF BID-PREPARATION EXPENSES	

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

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

Place and date:

Bidder: Seal and signature

DECLARATION OF INDEPENDENT BID FORM

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

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

makes following:

DECLARATION OF INDEPENDENT BID

Under full financial and criminal responsibility, I confirm that the bid in the public procurement procedure PP 69/U/20 - Provision of maintenance support services for ARTAS, SDDS-NG and AFTN/AMHS systems in post-warranty period, 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 69/U/20 Provision of maintenance support services for ARTAS, SDDS-NG and AFTN/AMHS systems in post-warranty period, 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 69/U/20 - Provision of maintenance support services for ARTAS, SDDS-NG and AFTN/AMHS systems in post-warranty period, 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
FORM⁸**

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
PROCUREMENT⁹**

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

CONDITION	please mark applicable fields <input checked="" type="checkbox"/>
1 -that relevant authority in the country where my registered address is located does not issue formal evidences on legal entity's registration AND -that I am registered with the relevant authority in the country where the my registered address is located	<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**

⁸This 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.

⁹**This statement must be certified / notarized by a court or administrative authority, notary public or other relevant authority with jurisdiction in the country where the bidder's registered address is located.**

**STATEMENT FORM ON FULFILLMENT OF REQUIREMENT OF THE PERSONNEL
CAPACITY FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE**

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

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

makes following:

**STATEMENT ON FULFILLMENT OF REQUIREMENT OF THE PERSONNEL
CAPACITY FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE**

I hereby declare, under full criminal and financial responsibility, that at the time of Bid submission the following experts are engaged who will be responsible for the execution of the contract for provision of maintenance support services for ARTAS, SDDS-NG and AFTN/AMHS systems in post-warranty period:

Name and surname	Number of years of experience	Function in the contract execution
1.		Expert in management of the system support and maintenance activities
2.		Expert in technical analysis and diagnostics of the system in relation to identified problems for ARTAS system
3.		Expert in technical analysis and diagnostics of the system in relation to identified problems for SDDS-NG or similar systems
4.		Expert in technical analysis and diagnostics of the system in relation to identified problems for AFTN/AMHS system

This statement is issued for the participation in the procurement procedure PP 69/U/20 - Provision of maintenance support services and cannot be used for any other purpose.

Place and date:

Bidder: Seal and signature

VII MODEL CONTRACT

A) The Contracting Authority has made a model contract in accordance with the Rulebook on General Contracting Conditions.

B) The subject of negotiations includes all articles of the Model Contract, except for the subject of the Contract (Article 1).

C) The Bidder may submit with the Bid a proposal of the amendment to the wording of the articles of the Model Contract, as well as supplements (new articles) to the Model Contract. This document shall be analyzed during the negotiations.

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

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

and

(hereinafter: the Contractor),

have concluded,

**PUBLIC PROCUREMENT CONTRACT PP 69/U/20
on maintenance support services for ARTAS, SDDS-NG and AFTN/AMHS systems in
post-warranty period**

The Contracting Parties agree on the following:

- that the Contracting Authority, pursuant to Decision no. NAB.00 – 87/136 of 26/06/2020, initiated the negotiation procedure without invitation to bid, which is registered under no. PP 69/U/20, for the procurement of maintenance support services for ARTAS, SDDS-NG and AFTN/AMHS systems in post warranty period;
- that the Contractor has submitted an admissible Bid No. _____ of _____ (dd/mm/yyyy) (hereinafter: the Bid) in accordance with the requirements and conditions set out in the Tender Documents for the PP 69/U/20, and
- that pursuant to Article 108, of the Public Procurement Law, the Contracting Authority issued the Decision on Awarding the Contract number ____ of _____ (dd/mm/yyyy) on the basis of which the aforementioned Contract is awarded.

SUBJECT OF THE CONTRACT

Article 1

The subject of this Contract is the provision of services pertaining to the maintenance support services for ARTAS, SDDS-NG and AFTN/AMHS systems in post warranty period (hereinafter: the Service), in all detail in accordance with:

- Tender Documents PP 69/U/20 (hereinafter: Tender Documents) - Addendum 1;
- accepted Bid --- of --.--.2020 (hereinafter: the Bid) – Addendum 2;

which are the integral parts of this Contract.

In case of Contractor submitting a Bid with a subcontractor:

The Contractor shall engage for the performance of these tasks:

the following subcontractor/ subcontractors:

_____.

The Contractor shall, according to the provisions of this Contract, be solely responsible for the manner in which the Contract is implemented. The Contractor shall manage all employees, representatives or subcontractors engaged by the Contractor in connection with the implementation of the Contract.

PRICE

Article 2

Unit prices of the service provision are determined in the Price Structure Form which is an integral part of the Bid (hereinafter: the Price Structure Form) and they are fixed and unchanged during the term of the Contract.

The price for the Service referred to in Article 1, of this Contract, determined as based on estimated quantities, amounts to _____ RSD/EUR, excluding the VAT 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, of the Contract, shall include all costs necessary for the performance of the Contract, license fees, taxes, and charges paid in the Contractor's country.

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

The quantities of services 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, and payments shall be made on the basis of actually performed services, depending on the needs of the Contracting Authority.

METHOD OF PAYMENT

Article 3

Payment for the services performed shall be effected in quarterly installments, in RSD / EUR (please circle), after the end of each quarter, within 45 days from the date of receipt of the correct invoice for the amount of payment and the Quarterly Report on Services Performed, compiled and signed by an authorized representative of the Contracting Authority. The

quarterly amount to be paid shall be determined on the basis of unit prices from the Price Structure Form and the actual quantity of provision of a certain service in a given quarter as follows:

- for items 1 to 3 of the Price Structure Form: the amount to be paid shall be determined on the basis of unit prices and the actual number of months and the system(s) of service provision in a given quarter,
- and for items 4 to 6 of the Price Structure Form; the amount to be paid shall be determined on the basis of the actual number of man-days / activities carried out in a given quarter and their unit prices.

If applicable in this procedure, the Contractor shall submit to the Contracting Authority a certificate of residency for each year of service provision, especially before the payment of the first installment for that year.

SECURITY INSTRUMENT

Article 4

The Contractor's bank shall, in favor of the Contracting Authority, issue a Performance Bond within 20 (twenty) calendar days following the contract entering into force, which will have with the following clauses: unconditional and payable at the first call. The Performance Bond must be issued in the amount of 3% of the total contract value referred to in Article 2, paragraph 2, of the Contract, with a validity period that is 30 (thirty) days longer than the expiration date of the validity of the Contract.

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

The submitted Performance Bond may not contain additional conditions for payment, shorter deadlines than those determined by the Contracting Authority or a smaller amount than the one determined by the Contracting Authority.

The Contracting Authority is entitled to collecting the required Performance Bond in the event that the Contractor fails to fulfill their obligations in the agreed scope, quality, and deadlines.

OBLIGATIONS OF THE CONTRACTOR

Article 5

The Contractor undertakes to:

1. perform the services referred to in Article 1, of this Contract, professionally, in accordance with the best practices of the profession and to the standards applicable to this type of work, to meet the contracted deadlines and to act according to the instructions of the Contracting Authority in accordance with the Bid and the requirements defined in the Tender Documents;
2. appoint persons to communicate and cooperate with the Contracting Authority in the implementation of the subject procurement, who have the same or better qualifications than those defined in the Tender Documentation (Personnel Capacity). If during the execution of the Contract any of the engaged persons ceases to work in relation to the subject Contract, the Contractor shall immediately notify the Contracting Authority in writing and submit to them for approval a request for replacement of the appointed person, accompanied by evidence defined in the Tender Documents;
3. submit documents necessary for payment defined in Article 3, of the Contract; and

4. obtain and submit export licenses issued by the competent authority of the Contractor's country no later than 60 (sixty) days before the planned date of provision of the service for which the license is required.

The Representative of the Contractor, in performing activities on the Contracting Authority's locations, shall comply with all safety instructions regarding the effects on the operation of the system and the consequences for the air traffic safety.

OBLIGATIONS OF THE CONTRACTING AUTHORITY

Article 6

The Contracting Authority undertakes to:

1. provide and maintain the necessary operational and environmental conditions for the System as well as to follow the advice and recommendations of the Contractor, regarding the use of the System.
2. provide the necessary technical conditions and access to the System for the smooth performance of the Service which is the subject of public procurement;
3. appoint person(s) to monitor the performance of the Services who will be tasked with:
 - a) communicating and cooperating with the authorized representative(s) of the Contractor;
 - b) monitoring the quality of service performance and the compliance with the Tender Documents
 - c) to provide the Contractor in writing with information on the termination of the technical support service for the existing AFTN / AMHS system at least 30 (thirty) days before the planned termination of the service; and
 - d) compiling of Quarterly Reports on the Services Performed within fifteen (15) days from the date of expiration of the period.
4. effect payments in favor of the Contractor in accordance with the provisions of this Contract;
5. introduce representatives of the Contractor to the effects on the operation of the system and the consequences for air traffic safety during all activities at the Contracting Authority's locations.

SHIPMENT OF DEFECTIVE / REPAIRED PARTS OF THE SYSTEM

Article 7

Parts of the system(s) that need to be repaired or replaced in accordance with this Contract, the Contracting Authority shall send to the Contractor DAP location of the Contractor, in accordance with INCOTERMS 2020 ICC Publication N° 715E. The Contracting Authority shall bear all costs related to the shipment to the Contractor of these items that need to be repaired or replaced, and also bear the costs related to customs formalities and customs duties applicable in the Republic of Serbia.

Repaired or replaced parts shall be sent by the Contractor to the Contracting Authority DAP Airport "Nikola Tesla", Belgrade, Serbia, in accordance with INCOTERMS 2020 ICC Publication N° 715E. The Contractor shall bear all costs related to the shipment to the Contracting Authority of these items that have been repaired or replaced, and also bear the costs related to customs formalities and customs duties applicable in the country in which it is established.

The Contractor guarantees a deadline for the return of repaired / replaced parts (TAT) of 30 (thirty) days from the date of arrival 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 term referred to in the previous paragraph, of this Article:

1. if the Contracting Authority is late in fulfilling the contractual obligations referred to in Article 6, of the Contract, for the duration of the disturbances caused by the Contracting Authority's delay, and / or
2. due to Force Majeure referred to in Article 14, of this Contract, that is, changed circumstances that could not have been foreseen at the moment of concluding the Contract.

The Contractor undertakes to immediately inform the Contracting Authority in writing about all circumstances and events that may affect the extension of the contracted deadlines. In the event of circumstances or events, due to which the contracted deadlines are extended, the Contractor is obliged to notify the Contracting Authority in writing.

Amendments to a Public Procurement Contract shall be effective only if they are in the form of an Annex to the Contract and if they are signed by authorized representatives of both Parties.

ACCEPTANCE OF THE SERVICES AND REMEDY OF DEFICIENCIES

Article 8

The Contracting Authority shall monitor the quality of the services performed and check the compliance with the requirements from the Addendum II of the Contract. Within 15 calendar days after the end of the three-month period in which the services were provided and if the service has no defects, the Contracting Authority shall prepare and sign a Quarterly Report on the Services Performed, which shall detail the actual quantities of respective services provided.

If the Contracting Authority's representative, in the process of acceptance of the performed service, notices deficiencies in the quantity and / or quality of the provided service or finds that there is a non-compliance with the requirements from the Tender Documents and the submitted Bid, they shall notify the Contractor in writing.

In the cases from the previous paragraph, the Contracting Authority has the right to request from the Contractor to remedy the deficiency or to perform the service again without a deficiency.

If, within thirty (30) calendar days following the date of receipt of the written request to remedy the deficiency, the Contractor should fail to remedy the identified deficiency, the Contracting Authority shall have the right to terminate the Contract and activate the security instrument referred to in Article 4, of this Contract.

WARRANTY PERIOD

Article 9

The Contractor guarantees that the repaired parts or replaced parts have no material defects and that they have all the necessary properties for regular and proper use within 12 months from the date of dispatch of the repaired / replaced part from the Contractor's factory.

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

CONTRACTUAL PENALTY

Article 10

In the event of not meeting the deadline referred to in Article 7, paragraph 3, of the Contract, by the fault of the Contractor, the Contracting Authority shall be entitled to charging the Contractor a contractual penalty for each day of delay in the amount of 0.2% of the total contracted price, referred to in Article 2, paragraph 2, of the Contract. Total amount of the contractual penalty according to this Contract, shall not exceed 10% of the value of the total contract price.

The payment of a contractual penalty shall not exempt the Contractor from their obligations to the Contracting Authority under the Contract.

LIMITATION OF LIABILITY

Article 11

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

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

INTELLECTUAL PROPERTY RIGHTS

Article 12

All intellectual and/or industrial property rights in connection with the subject matter of the procurement referred to in Article 1, of this Contract, shall remain the acquired rights of the Contractor or their licensors, in accordance with the type and nature of these rights and the concluded Contract. The Contractor shall obtain, at their own expense, all necessary permits and all authorizations from the owner of any patent, trademark or brand, industrial model, document or certain information necessary to fulfill their obligations under the Contract.

The Contractor shall grant to the Contracting Authority a non-exclusive, non-transferable right to use the software provided within the Services solely for the purpose or with the use of the System or Software, except that without the prior written permission of the Contractor the Contracting Authority shall not:

1. Make permanent copies, translations, adaptations or modifications of the given Software,
2. Decompile the given software,
3. Sell or distribute the given software.

In the event that a third party should initiate a lawsuit or make a claim for the exercise of some rights related to infringement of intellectual and / or industrial property rights, the Party that first becomes aware of the existence of such a procedure / claim shall immediately inform the other Party thereof. The Contractor shall bear all responsibility and possible damages, and shall be obliged to indemnify the Contracting Authority in the event that liability for damages on grounds of infringement of the protected rights of intellectual and / or industrial property of third parties is established.

USE OF DOCUMENTS AND DATA

Article 13

The Contracting Authority and the Contractor shall not, without the written consent of the other Party or on its behalf, communicate / disclose information about the Contract or its

provisions to third parties, except for authorized persons involved in the implementation of this Contract.

FORCE MAJEURE

Article 14

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

The Force Majeure shall mean all circumstances beyond the control of the Contracting Authority or the Contractor including, but not limited to war, revolution, terrorist attacks, serious destruction, explosions, fire, floods, the elements, drought, earthquake, epidemics, quarantine, general boycott of the system to be exported or produced by the Contracting Party, strikes, acts of the Government and other regulations preventing the performance of the contractual obligations, freight-embargoes, embargoes imposed by the UN or other international organizations, which hinder, prevent or impede the performance by either one of the Contracting Parties of any obligations.

The Party impacted by the Force Majeure shall notify the other Party thereof, in writing and in the shortest possible time.

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

TERMINATION OF THE CONTRACT

Article 15

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

The Contracting Authority may terminate the Contract in the case provided for in Article 8, paragraph 3, of this Contract.

The Party wishing to terminate the Contract shall inform the other Contracting Party of the breach of the contractual obligation before the termination, indicating what constitutes a breach of the contractual obligation and requesting that it be corrected within thirty (30) calendar days following the date of the notification.

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

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

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

APPLICABLE LAW

Article 16

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

DISPUTE RESOLUTION

Article 17

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

TRANSITIONAL AND FINAL PROVISIONS

Article 18

All notices relating to this Contract shall be in writing, in Serbian or English language, and shall be delivered in person, by email or posted mail, to the notified Party, at the address specified in this Contract or at any other address that any Contracting Party may supply to the other Contracting Party in writing.

Article 19

This Contract shall enter into force on such date it is signed by the authorized representatives of both Parties, and it shall be applicable at the earliest from the expiration date of the valid contract NAB.00-92/27 of 13/06/2017, and the Annex to the Contract CED.00-77/199 of 06/11/2017, which extended the validity of the Contract until 13/09/2020.

The Contract shall be valid until the cumulative value of the performed services reaches the amount of the contracted value of the contract referred to in Article 2, paragraph 2, of the Contract, and no later than the expiration of a period of 36 months from the date of its application.

Article 20

This Contract is made in 6 (six) counterparts, of which 3 (three) counterparts are in Serbian and 3 (three) counterparts are in English. The Contracting Authority shall retain 2 (two) counterparts in Serbian language and 1 (one) in English language, while the Contractor shall retain 2 (two) counterparts in English language and 1 (one) counterpart 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 for ARTAS, SDDS-NG and AFTN/AMHS systems in post-warranty period – PP 69/U/20 – DO NOT OPEN”**. A bid that arrives at the Contracting authority’s address by **10:00 a.m. (CET) on 20/08/2020** 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 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 VIII);
- 6) **Evidence of compliance with the requirements for the procurement procedure, as indicated in Section III of the Tender Documents** and
- 7) **Evidence that the offered services are fully in accordance with the Technical Specification from Section II of the Tender documents:** Relevant documentation (Bidder's Maintenance Plan, description of the offered services etc) in the form that allows the Contracting authority to check the fulfilment of the requirements from Technical Specification – to be submitted in hardcopy and electronic copy on USB or CD. In the case of disagreement between the hard copy and an electronic version of the document, the hard copy will be applied.

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. In that case, such editions shall be 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 69/U/20 - Provision of maintenance support services for ARTAS, SDDS-NG and AFTN/AMHS systems in post-warranty period — DO NOT OPEN”
or

“Supplement of the Bid PP 69/U/20 - Provision of maintenance support services for ARTAS, SDDS-NG and AFTN/AMHS systems in post-warranty period — DO NOT OPEN”
or

“Recall of the Bid PP 69/U/20 - Provision of maintenance support services for ARTAS, SDDS-NG and AFTN/AMHS systems in post-warranty period — DO NOT OPEN” or

“Amendment and Supplement of the Bid PP 69/U/20 - Provision of maintenance support services for ARTAS, SDDS-NG and AFTN/AMHS systems in post-warranty period — 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 - 1) 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:

Payment for the services performed shall be effected in quarterly installments, in RSD / EUR (please circle), after the end of each quarter, within 45 days from the date of receipt of the correct invoice for the amount of payment and the Quarterly Report on Services Performed, compiled and signed by an authorized representative of the Contracting Authority. The quarterly amount to be paid shall be determined on the basis of unit prices from the Price Structure Form and the actual quantity of provision of a certain service as determined in quarterly report.

The Bidder may propose different method of payment in its bid, provided that it adheres to the principle of payment in installments. The advance payment is not allowed.

9.2 Contract validity period

The Contract shall be valid until the cumulative value of the performed services reaches the amount of the total value of the contract, and no later than the expiration of a period of 36 months from the date of its application.

9.3 Warranty period

The Bidder determines in the Bid Form the warranty period for repaired or replaced parts expressed as the number of months from the day of dispatch of the repaired (or replaced) part from the Bidder's factory.

9.4 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, The bidder forms the total price on the basis of the elements given in the Technical Specification - Section II and the Price Structure Form (Form VI-2).

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/or Montenegro 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 basis, while the Bidder shall bear all delivery costs of returning repaired/replaced items on DAP Contracting authority basis.

The price is one of the elements of the contract which is subject to negotiation. After negotiations, unit prices from Form VI-2 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

11.1 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: unconditional and payable on first demand. The Performance Bond shall be issued in the amount of 3% 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.

(14) ADDITIONAL INFORMATION, EXPLANATIONS AND COMMUNICATION

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

Persons interested in the public procurement may request, in writing, from the Contracting Authority additional information or clarifications regarding the preparation of the Bid, and they can point out any observed deficiencies and irregularities in the Tender Documents to the Contracting Authority, not later than five days prior to the expiry of the Bid submission deadline, via electronic mail to: tender@smatsa.rs, on working days (Monday – Friday) from 08:00 to 16:00. The request for clarification received after the aforementioned time or during weekend/non-working day shall be registered as if it was received on the first following working day. All requests for additional information, clarifications and communication must be marked with the designation and the reference number of the public procurement that the request refers to, eg. "Request for additional information about PP 69/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). **The Bidders are recommended to follow all notices, clarifications and alterations published on the mentioned web pages.**

Requesting additional information and clarifications by telephone is not allowed.

(15) ADDITIONAL EXPLANATIONS FOLLOWING BID OPENING

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

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

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

(16) INTELLECTUAL PROPERTY

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

(17) SUBMITTING A REQUEST FOR PROTECTION OF RIGHTS

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

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

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

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

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

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

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

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

Where in the same public procurement procedure was filed another request for the protection of rights by the same claimant, the second request cannot challenge the activities

of contracting authority which the claimant knew or could know during the submission of the previous request.

17.2 Obligatory elements of the Request for the protection of rights

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

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

17.3 Tax for the protection of rights

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 69/U/20
 - (7) the purpose of the payment: request for protection of rights tax; SERBIA AND MONTENEGRO AIR TRAFFIC SERVICES SMATSA LLC; PP 69/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 69U20.

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.