

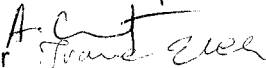
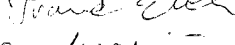



**TENDER DOSSIER
FOR PUBLIC PROCUREMENT OF LOW VALUE
„BOARDING PASSES AND BAGGAGE TAGS FOR DCS" NO. 86/2013
- IN OPEN PROCEDURE-**

CONTENTS OF A TENDER DOSSIER:

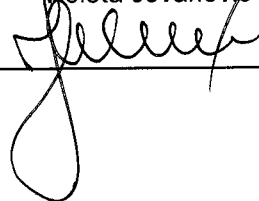
1. GENERAL PROCUREMENT INFORMATION
2. SUBJECT OF PUBLIC PRUREMENT DATA
3. TYPE, TEHNICAL CHARACTERISTICS (SPECIFICATIONS), QUALITY, QUANTITY AND DESCRIPTION OF THE SUBJECT OF PUBLIC PROCUREMENT
4. CONDITIONS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE FORM ART. 75 and 76 OF PUBLIC PROCUREMENT LAW AND INSTRUCTIONS HOW TO PROVE FILFILLMENT OF THESE CONDITIONS
5. INSTRUCTION TO TENDERS
6. TENDER TEMPATE
7. DRAFT CONTRACT
8. STATEMENT ON INDEPENDANT BID
9. TERNDER PREPARATION COSTS TEMPALTE

MEMBERS OF THE COMMITTEE AGREED TO TENDER DOSSIER OF „BOARDING PASSES AND BAGGAGE TAGS FOR DCS " No. 86/2013

- Nenad Krčevinac, President 
- Ognjen Prole, Member, P.P. Office 
- Andrijana Simić, Member 
- Ivana Gavranović, Member 
- Sara Pospiš, Member 

**COMMERCIAL DEPARTMENT
DIRECTOR**

Violeta Jovanović



1. GENERAL PROCUREMENT INFORMATION

INFORMATION ON THE PURCHASER:	
Name of Purchaser:	Joint- Stock Company Belgrade Nikola Tesla Airport
Address:	11180 Belgrade 59
Address (city and municipality):	Belgrade, Surčin
Registration Number:	07036540
TIN number:	100000539
Activity code of the:	5223
Internet address of the Purchaser:	www.beg.aero
Director or a person authorised to sign the Agreement on Public Procurement:	Velimir Radosavljević
Contact person:	Andrijana Simić
Telephone numbers of contact persons:	064-8485-037
Fax numbers of the contact persons:	
e-mail of the contact persons:	andrijana.simic@beg.aero
GENERAL PUBLIC PROCUREMENT INFORMATION	
The subject of procurement service:	BOARDING PASSES AND BAGGAGE TAGS FOR DCS
Public procurement number	86/2013
The type of public proc. procedure	OPEN PROCEDURE OF LOW VALUE

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2.SUBJECT OF PUBLIC PROCUREMENT DATA

Description of the subject of public procurement

BOARDING PASSES AND BAGGAGE TAGS FOR DCS

Name and designation of the general acquisition vocabulary:

22459000 - TICKETS

AW
SE
SP ACP

3. TYPE, TECHNICAL CHARACTERISTICS (SPECIFICATIONS), QUALITY, QUANTITY AND DESCRIPTION OF THE SUBJECT OF PUBLIC PROCUREMENT

3.1. BOARDING PASSES

Thermal boarding passes without pockets and without magnetic stripe, made in accordance with standards prescribed by IATA Resolution 722 e and if its samples pass the testing on passenger check-in equipment.

Note: Purchaser currently uses INTERMEC PF4i boarding pass printers.

Specification:

- boarding pass with rupture, according to IATA Standard R. 722e
- direct thermal paper
- Top coated

Dimension:

- length of longer side of boarding pass (left of rupture) is 147.95mm
- length of shorter side of boarding pass (right of rupture) is 55.25mm
- total length of boarding pass is 203.2mm (8")
- total width of boarding pass is 82.55mm
- there are incises left and right on sides of boarding passes 1mm wide, at intervals 37.775mm/7mm/37.775mm

Printed boarding pass should be identical to enclosed picture (Enclosure 1).

3.2. BOARDING TICKETS FOR CUSS KIOSKS

Thermal boarding tickets on rolls made in accordance with standards prescribed by IATA Resolution 722 e and if its samples pass the testing on passenger CUSS equipment (CUSS kiosks – SITA S3). Thermal boarding tickets on rolls are intended to be used for boarding ticket thermal printer ITK38 thermal printer installed in CUSS kiosks manufactured by SITA, model S3. Above printer prints boarding tickets size 82.5 mm x 203 mm.


Note: The printer has the "cutter option".

Specification:

- boarding ticket on roll for CUSS kiosks, according to IATA Standard R. 1706d
- direct thermal paper
- The paper roll must not be attached to the inner core of the roll by any means (glue or tape etc.)
- Active surface is located on the inside of the roll

Dimension:

- o Paper width is 203 mm +0/-1 mm
- o Outside diameter is between 152.4 and 203 mm
- o Inner diameter is minimum 38.1 mm



Note: Manufacturer paper specification for the use on CUSS kiosk boarding ticket printer can be available for participants of a Tender.

3.3. BAGGAGE TAGS FOR DCS

Thermo-baggage tags 16"for DCS made in accordance with standards prescribed by IATA Resolution 740, recommended practice 1740a, if its samples pass the testing on passenger check-in equipment.

Note: Purchaser currently uses INTERMEC PF2i baggage tags printers.

Format: 51,50x400,40mm.

Passenger part 45,00mm, Stubs:11mm, 11mm, 11mm

Material: Direct Thermal Top-coated, chei- thermal paper with standard sensitivity reinforced with a 30 micron PP film;

- Substance ISO536
- Caliper ISO534
- Brightness ISO2470/1
- Roughness ISO5627
- Tensille strength MD ISO1924
- Tensille strength CD ISO1924
- Density 1.20
- Shelf life: *One year with RP36 in the above conditions. Face paper has a natural tendency to discolour in timebut this does not affect the scannability of the barcodes;*
- Self adhesive acc. IATA- specification

Print: 0/1, UV-flexoprinting reverse – back- „ Limited release“

Packaging: 250 baggage tags per roll, 10 rolls per carton in PE –bag packeg

Perforation for Printer INTERMEC PF2i with 2 sensor holes

Baggage tag should be identical to enclosed picture (Enclosure 2).

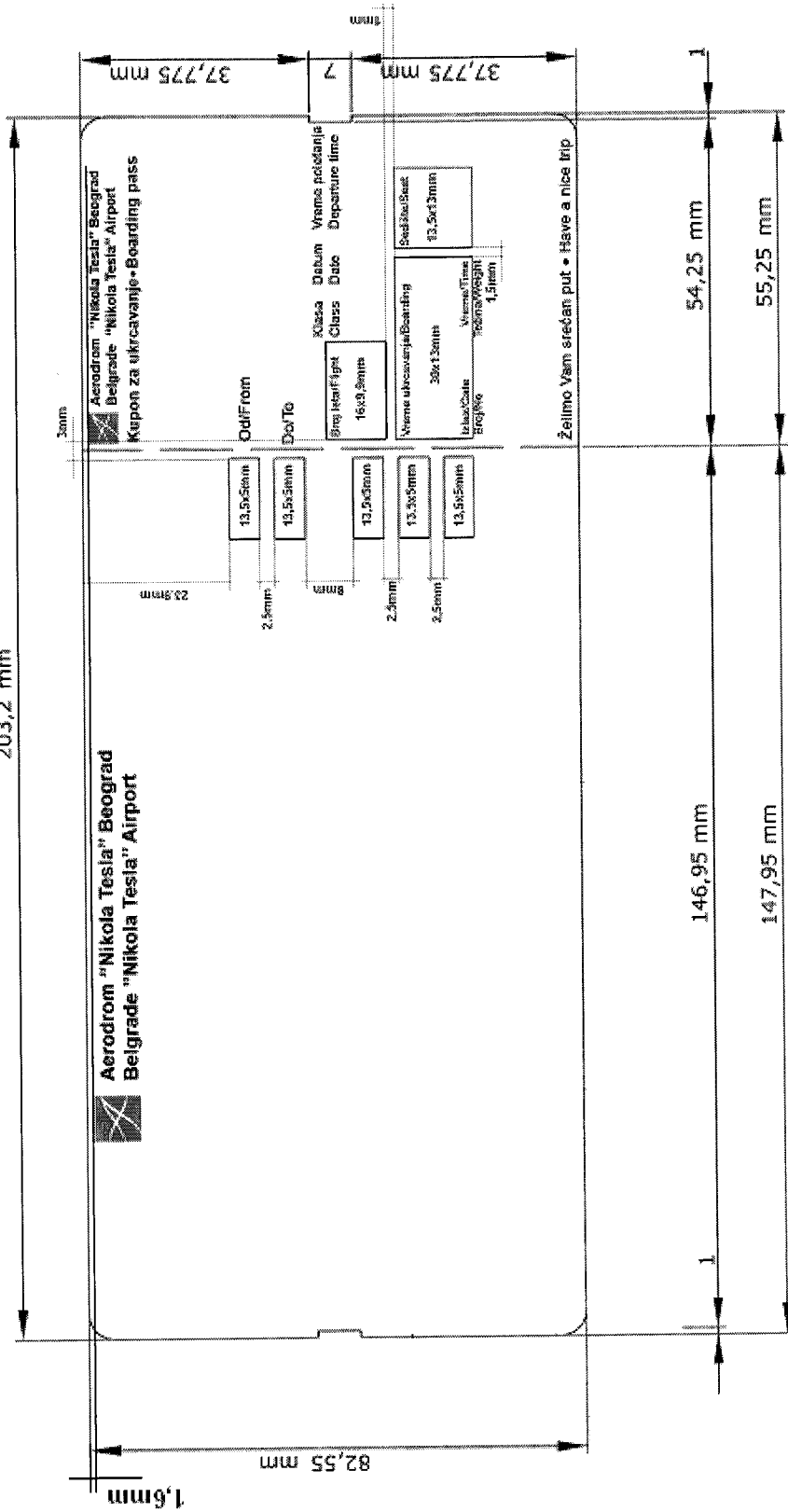
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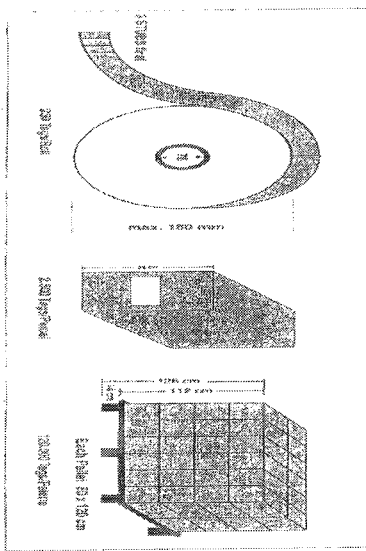
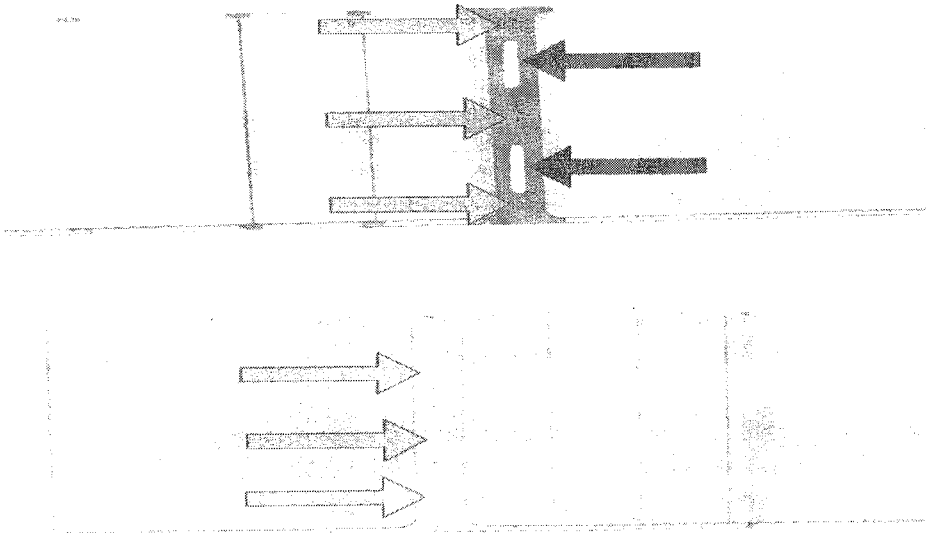
PANTONE 193 C

203,2 mm

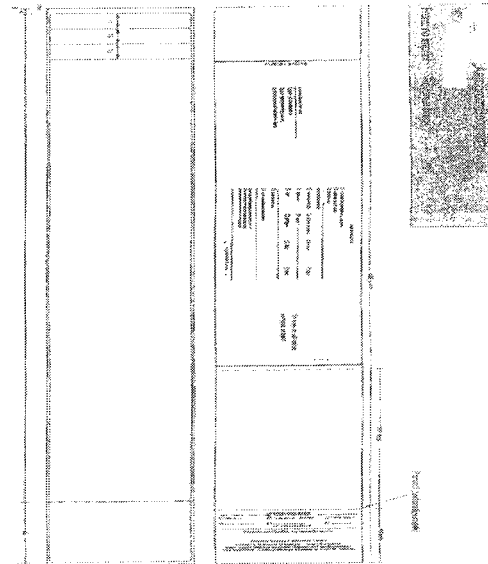


Handwritten signatures and initials:
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Enclosure 2 – Baggage tags for DCS



SLIKA 1
(IZGLED KOTURA)



SLIKA 2
(PREDNJA STRANA)

SLIKA 3
(ZADNJA STRANA)

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Table:Specification with quantities

Ser. No.	Description	Quantity in pcs	Unit price	Total
1a.	BOARDING PASSES	800000		
1b.	BOARDING TICKETS - for CUSS kiosks	160400		
2.	BAGGAGE TAGS FOR DCS	500000		
TOTAL VALUE OF TENDER FOR BOARDING PASSES AND BAGGAGE TAGS FOR DCS ON DELIVERY BASIS DAP- Belgrade Nikola Tesla Airport				

Place and date: _____

Name of the Tenderer,
authorized person signature and seal

Handwritten signatures and initials:
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SP KC SS

4. CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE ART.75 AND 76 OF THE PUBLIC PROCUREMENT LAW AND INSTRUCTIONS HOW TO PROVE THEIR FULLFILMENT

4.1. CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE FORM ART. 75 AND 76. OF THE PUBLIC PROCUREMENT LAW FOR TENDEREDS

MANDATORY CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE FROM ART. 75 OF THE PARAGRAPH 1 OF THE PUBLIC PROUCEMENT LAW	
The Tenderer in the public procurement procedure has to prove that he fulfils stated mandatorz conditions dor participation in the subject public proucrement procedure	Evidence of eligibility
1. Tenderer has to be registrated with the competent authority, i.e. entered in the relevat register.	The fulfillment of the conditions referred to in points 1 up to 4 the Tenderer proves by submitting a statement made under penalty of perjury, whose content is provided in Section 4.2 of this template and, in the case of a joint tender in section 4.3 of this template.
2. Tenderer and Tenderer's legal representative may not be convicted of any of the offenses as a member of an organized criminal group, can not be convicted of crimes against the economy, crimes against the environment, the offense of receiving or giving bribes, the crime of fraud.	
3. The Tenderer must fulfill the condition that he has not been rendered any measure prohibiting it to carry out the activities being subject of the public procurement, being in force at the time of announcement, i.e. submitssion of the invitation to tender.	
4. The Tenderer must fulfill the condition that he has settled his legal obligations in respect of tax, contribution and other public duties payment, as prescribed by regulations of the Republic of Serbia or foreign country when Tenderer's head office is on its territory.	

Handwritten initials and signatures: SP, HC, P, S2

**ADDITIONAL CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT FORM
ART.76 OF THE PUBLIC PROCUREMENT LAW**

<p>The Tenderer in the public procurement procedure has to prove that he fulfills stated additional conditions for participation in the subject public procurement procedure</p>	<p align="center">Evidence of eligibility.</p>
<p>5. The Tenderer must have sufficient business capacity available.</p> <p>Under the necessary business capacity the Purchaser assumes that the Tenderer has delivered in the last three years (2011, 2012 and 2013) printed material of the same or better quality of IATA standard Resolution 722 e (Automated ticket/boarding pass (ATB) and multiple purpose document (MPD) – coupon – by coupon technical specification) and printed material of the same or better quality than IATA resolution 740, recommended practice 1740a (automated baggage tag)</p>	<p>Fulfilment of conditions regarding necessary business capacity the Tenderer proves by statement on its letterhead.</p>
<p>6. The Tenderer must have the necessary technical capacity available for this procurement.</p> <p>Under sufficient technical capacity the Purchaser understands that the Tenderer must have a manufacturing plant owned or leased for the production of goods which are the subject of public procurement.</p>	<p>Fulfilment of conditions regarding necessary technical capacity the Tenderer proves by statement on its letterhead.</p>
<p>7. The Tenderer must have the necessary human resources available for this procurement.</p> <p>Under the necessary human resources the Purchaser means that the Tenderer has at least three employee responsible for quality control and performance of the public procurement contract.</p>	<p>Fulfilment of conditions regarding necessary human resources the Tenderer proves by statement on its letterhead about necessary employees working for the Tenderer, who will be responsible for quality control and performance of the public procurement contract.</p>

Note: The Tenderer is not required to submit evidence that is publicly available on the website of the competent authorities.

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4.2 CONTENTS OF THE STATEMENT ON MEETING THE REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE IN CASE OF AN INDEPENDENT APPROACH OF THE TENDERER OR WITH SUBCONTRACTOR

STATEMENT OF TENDERER:

Pursuant to Article 77 Paragraph 4 of the Public Procurement Law ("Official Gazette of the Republic of Serbia " No. 124 /12) under penalty of perjury I declare that

(name of Tenderer)

I am eligible to participate in the public procurement **BOARDING PASSES AND BAGGAGE TAGS FOR DCS 86/ 13** and the mandatory requirements of Article 75 Paragraph 1 items 1) to 4) of the Public Procurement Law.

Place and date: _____

Name of the Tenderer,
authorized person signature and seal

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4.3 CONTENTS OF THE STATEMENT ON MEETING THE REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE IN CASE OF A JOINT TENDER

STATEMENT OF FULFILMENT OF REQUIREMENTS FOR TENDERERS FROM THE GROUP OF TENDERERS:

Pursuant to Article 77 Paragraph 4 of the Public Procurement Law ("Official Gazette of the Republic of Serbia " No. 124 /12) under penalty of perjury I declare that each of the Tenderer from the group of Tenderers:

(names of all members from the group of Tenderers)

Fulfils mandatory requirements of Article 75 Paragraph 1 items 1) to 4) of the Public Procurement Law for participation in the public procurement **BOARDING PASSES AND BAGGAGE TAGS FOR DCS 86/ 13.**

Note: In case of joint tender the statement will be submitted – signed by the authorized member of Tenderers from the group of Tenderers.

Place and date: _____

Name of the Tenderer,
authorized person signature and seal

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4.4 CONTENTS OF THE STATEMENT ON MEETING THE REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE FOR THE SUBCONTRACTOR

STATEMENT OF THE SUBCONTRACTOR:

Pursuant to Article 77 Paragraph 4 of the Public Procurement Law ("Official Gazette of the Republic of Serbia " No. 124 /12) under penalty of perjury I declare that

(name of the Subcontractor)

I am eligible to participate in the public procurement **BOARDING PASSES AND BAGGAGE TAGS FOR DCS 86/ 13** and the mandatory requirements of Article 75 Paragraph 1 items 1) to 4) of the Public Procurement Law stated in Template 4.1 of the Tender Dossier.

Place and date: _____

Name of the Tenderer,
authorized person signature and seal

Template to be copied in the sufficient number for all the subcontractors.

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4.5. TERMS OF ARTICLE 75 PARAGRAPH 2 LAW ON PUBLIC PROCUREMENT

The Tenderer shall, in preparing his tender, explicitly state that he adhered to obligations under the applicable regulations on safety at work, employment and working conditions, environmental protection, and to guarantee that he is the holder of intellectual property rights. The fulfillment of these conditions tenderer proves with the following statement.

STATEMENT OF THE TENDERER:

Pursuant to Article 75 Paragraph 2 of the Public Procurement Law (" Official Gazette of the Republic of Serbia" No. 124/12) under full moral and legal responsibility I declare that the Tenderer

(state tenderer's name or names of all Tenderers from the group of Tenderers in case of joint tender) when making his tender for participation in the public procurement „BOARDING PASSES AND BAGGAGE TAGS FOR DCS" No. 86/2013 has complied with the applicable regulations on the safety at work, employment and working conditions, the environment, and that the Tenderer guarantees that he is the holder of intellectual property rights.

Place and date: _____

**Name of the Tenderer or
an authorized member of the group,
authorized person signature and seal**

SP AC

4.3. INSTRUCTIONS ON HOW TO PROVE FULFILMENT OF CONDITIONS

If the Tenderer submits the tender independently, he proves fulfillment of conditions from Article 75 of the Public Procurement Law, described in items 1) to 4) of this Template 4.1., by submitting the evidence given under penalty of forgery. Contents of the statement for Tenderers is given in Item 4.2. of this Tender Dossier.

The fulfillment of additional requirements for participation in Article 76 of the public procurement law as described in item 5) to 7) of Template 4.1 the Tenderer proves by submitting statements listed in Table 4.1 of the tender dossier and the part relating to additional requirements for participation in the procurement procedure referred to in Article 76 of the Public Procurement Law.

If tender is submitted by a group of Tenderers (joint tender), each Tenderer from a group of Tenderers must meet the requirements for participation in the procurement procedure under Article 75 Paragraph 1 points 1) to 4) of the Public Procurement Law (" Official Gazette of the Republic of Serbia" 124/12) described in items 1) to 4) of Template 4.1. of the Tender Dossier. Fulfilment of requirements from Art. 75 the Tenderer proves by submitting statement given under penalty of forgery. Contents of the statement for Tenderers is given in item 4.3. of this Tender Dossier. Signatory of statement from Template 4.3. of the Tender Dossier is authorized member of Tenderers from the group of Tenderers.

The fulfillment of additional requirements for participation in Article 76 of the public procurement law as described in item 5) to 7) of Template 4.1 the Tenderer proves by submitting statements listed in Table 4.1 of the tender dossier and the part relating to additional requirements for participation in the procurement procedure referred to in Article 76 of the Public Procurement Law.

In case of the tender with subcontractor, fulfillment of requirements, for the Tenderer, of Art. 75 of the Public Procurement Law, described in items 1) to 4) of template 4.1. the Tenderer proves by submitting statement given under penalty of forgery. Contents of the statement for Tenderers is given in Item 4.2. of this Tender Dossier. Subcontractor proves fulfillment of requirements by submitting statement of item 4.4. of this tender dossier.

Requirements of Article 75 Paragraph 2 Law on Public Procurement. Tenderer i.e. authorized member of the group of Tenderers (in case of joint tender) shall, with the tender, submit a completed, sealed and signed statement from item 4.5 of the tender dossier.

Handwritten signatures and initials in the bottom right corner, including a large stylized signature and several smaller initials.

5. INSTRUCTIONS TO TENDERES

LANGUAGE

1. Tender must be in Serbian or English.

TENDER CONTENT

2. Tender is submitted in writing and must contain the following elements
 - Duly completed, sealed and signed tender template (Template 6);
 - Duly completed, sealed and signed Template 3 (type, technical characteristics (specification), quality, quantity and description of the subject of public procurement);
 - Duly completed, sealed and signed statement on fulfillment of requirements from Art 75 paragraph 1 of the Public Procurement Law as follows:
 - I. In case of independent approach: Statement item 4.2.;
 - II. In case of joint tender: Statement item 4.3;
 - III. In case of tender with subcontractor: Statement item 4.2. and Statement item 4.4;
 - Documents proving fulfillment of additional requirements for participation in the public procurement of Art. 76 of the Public Procurement Law stated in Template 4.1.;
 - Duly completed, sealed and signed Statement from item 4.5 on fulfillment of requirements of Art.75, paragraph 2 of the Public Procurement Law;
 - Duly completed, sealed and signed Statement (Template 4 of the Tender Dossier) on fulfillment of requirements of Art.75, paragraph 2 of the Public Procurement Law;
 - Duly completed, sealed and signed Draft contract (Template 7);
 - Duly completed, sealed and signed Statement on independent tender (Template 8);
 - 50 samples of boarding passes;
 - 50 samples of boarding tickets for CUSS kiosks;
 - 50 samples of baggage tags for DCS.

If the tender does not contain all of these elements, it will be rejected as unacceptable.

TENDER FORM

3. Tenderer is made in writing.

Tender is made by entering requested data in the templates that are integral parts of the Tender Dossier.

It is desirable that all documents in the tender are connected so that they cannot be subsequently inserted, removed or replaced by single sheets, i.e. enclosures.

The Tenderer shall submit his tender in a sealed envelope.

Tender Template (Template 6) should be filled in according to given columns, by entering elements for evaluation of tender into the given template.

Tender must not contain the words entered between the lines, deleted word or words written one over another, except when necessary to correct the mistakes that Tenderer has made. In this case such corrections shall be verified by the Tenderer; otherwise the tender will be rejected as unacceptable.

Handwritten initials and signature: SP, MC, 15/2, and a large signature.

TENDER WITH ALTERNATIVES

4. Tender with alternatives is not allowed.

SUBMISSION OF TENDER

5. The Tenderer shall submit his tender directly in the archive of the Purchaser or by mail at the address of the Purchaser. The tenderer shall submit his tender in a sealed envelope or box, sealed in a way that during opening session it can be established with certainty that it is being opened for the first time.

The tenderer may submit only one tender.

Within the term for submitting of tenders, the tenderer may alter, amend or withdraw its tender. In this case, the tenderer will amendment, supplement or revocation of his tender submit in a sealed envelope with a note on the envelope that it is the amendment or revocation of tender. In case of amendment or supplement to the tender envelope must indicate the tenderer's name and the words "Amendment or supplement to the tender-DO NOT OPEN".

AMENDMENT OF TENDER DOSSIER

6. The Purchaser reserves the right prior to the deadline for submission of tenders, or within the period defined by the Public Procurement Law, to make amendment and supplement of tender dossier.

Any amendment or supplement to the tender dossier will be published in the Public Procurement Portal of the Public Procurement Administration, www.portal.ujn.gov.rs and the Internet address of the Purchaser www.beg.aero.

If the Purchaser amends or supplement tender dossier eight or fewer days before the deadline for submission of tenders, the Purchaser shall extend the deadline for submission of tenders and all tenderers will be notified of accordingly.

TENDER WITH SUBCONTRACTOR

7. In case the Tenderer acts with subcontractor he is obliged to indicate in the tender that he will part of execution of the public procurement delegate to subcontractor, the percentage of the total value of procurement which will be delegated to the subcontractor as well as the part of subject procurement which will be executed through the subcontractor.
 - The percentage of the total value of procurement to be delegated to subcontractor/subcontractor may not be higher than 50%;
 - The Tenderer is obliged to submit for subcontractors evidences on fulfillment of requirements requested the instructions how to prove eligibility;
 - The Tenderer shall on request of the Purchaser, enable him access with the subcontractor to establish his fulfillment of the requirements.
 - The Purchaser may, at the request of the subcontractor and where the nature of the subject of procurement allows, transfer due receivables directly to subcontractor for the part of procurement to be executed through the subcontractor. Before making a decision on the transfer of due receivables directly to subcontractor the Purchaser will allow the Supplier to object within 5 days after receiving the Purchaser's invitation if receivables are not matured. This does not affect the rule that the Tenderer i.e.

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Supplier is fully responsible to the Purchaser for the fulfillment of obligations under the public procurement procedure that is for execution of contractual obligations, regardless of the number of subcontractors.

PRICE

The Tenderer shall give unit prices and total value of tender in RSD. If Tenderer is a foreign person, tender must be submitted in EUR and for its conversion into dinars will be used middle exchange rate of NBS, valid on the day when tender opening started.

- Prices are given on delivery basis DAP – Belgrade Nikola Tesla Airport (INCOTERMS 2010)
- Price given in tender are VAT excluded in the Purchaser's country.
- Prices in tender are fixed and may not be changed during the term of the Contract.

In case the Tenderer grants discount to offered price, the same must be stated in the tender and calculated into the total price.

8. PAYMENT, PLACE OF DELIVERY, PERIOD OF EXECUTION

The Tenderer shall state in tender template (Template 6), the precise method and conditions of payment. The Tenderer shall offer deferred payment **at least 15 days** from the date of invoice submission for the quality and timely delivery per individual order by the Purchaser; otherwise the tender will be rejected as unacceptable.

Place of delivery the Purchaser's warehouse.

Payment under the contract contracted upon completed public procurement procedure will be effected in 2014 to the amount of funds provided by business plan for 2013 for these purposes. For the part of obligations under this contract due in 2014, the Purchaser shall pay to the Supplier upon provision of funds by adoption of the Business Plan for 2014 or by the Decision on temporary financing otherwise the contract shall terminate without compensation for the inability of the Purchaser to assume the obligations.

DELIVERY TIME

Delivery time is not more than 30 days from the date of written or oral order (state days). If the Tenderer offers delivery time longer than 30 days, such tender will be rejected as unacceptable.

SUBMISSION OF JOINT TENDER

9. In the case of a joint tender, an integral part of a joint tender must be agreement in which the tenderers from the group of tenderers among themselves and towards the Purchaser undertake to execute subject public procurement, which shall contain the following information:

- Member of the group who will be the holder of the job, i.e. submit the tender and represent the group before the Purchaser (authorized member);
- The tenderer who will on behalf of the group sign the contract;
- The tenderer who will on behalf of the group provide security instrument;
- The tenderer who will issue the invoice;
- The account to which the payment shall be made;
- Obligations of each of the Tenderer from the group of tenderers.

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VALIDITY OF TENDER

Tender shall have validity at least **30 days** from the date of tender opening, and should it be shorter, the Purchaser will such tender reject as unacceptable.

CONFIDENTIALITY OF DATA AND DOCUMENTATION

10. Data which the Tenderer justifiably marks as confidential will solely be used for realization purpose and will not be available to anybody outside the circle of persons involved in the public procurement procedure. These data shall not be published during tender opening nor during continuation of the procedure or later.

The Purchaser shall keep confidential all information about the Tenderers contained in the tender, which is, as such, in accordance with the law, marked in the tender by the Tenderer.

As confidential the Purchaser shall consider documents containing word "CONFIDENTAL" written in capital letter in top right corner. The Purchaser is not responsible for confidentiality of information which are not marked in the above mentioned way.

Evidence on fulfilment of compulsory requirements, price and other information from the tender relevant for implementation of criterion elements and ranking of tenders shall not be considered as confidential.

ADDITIONAL INFORMATION OR CLARIFICATIONS


11. If any clarifications with the reference to these instructions are necessary, the Tenderer may request additional information or clarifications in writing regarding preparation of tender not later than 5 days before expiry of tender submission deadline. Request for additional information or clarifications is submitted in one of the following ways:

- By mail to the address: JSC Belgrade "Nikola Tesla" Airport, 11271 Surcin with indication: "Additional information or clarifications for public procurement No.86/2013 **"BOARDING PASSES AND BAGGAGE TAGS FOR DCS"** for the Committee President- Nenad Krčevinac".
- By e-mail: javnenabavke@beg.aero

FURTHER EXPLANATIONS, CONTROL AND ALLOWED CORRECTIONS

12. The Purchaser during the expert evaluation of the tenders, within tender submission deadline may require additional explanations from tenderers that will help him in the examination, evaluation and comparison of tenders, and may exercise control (insight) with the tenderer, i.e. his subcontractor.

Purchaser may, with the consent of the tenderer, correct calculation errors observed when considering tender after the tender opening session. In case of differences between the unit price and total price, the prevailing price is the unit price. If the tenderer does not agree with the correction of calculation errors, the Purchaser will reject his tender as unacceptable.



NEGATIVE REFERENCES

13. The Tenderer, who is on the list of negative references kept at PPO, which has a negative reference in the field which is not the same type of public procurement shall submit bank statement from item 18 and contractual obligations security instrument 19 in the manner and within the time limits set forth in this instruction, but in the value of 15% of the offered price.

CRITERIA FOR SELECTION OF THE MOST FAVORABLE TENDER

14. The criterion for selection of the most favorable tender is the lowest price offered.
15. In case that upon expert evaluation of tenders there is more Tenderers with the lowest offered price, the Tenderer shall as tender of the Tenderer with the lowest offered price select the tender of the Tenderer who offered longer payment period.

ADDITIONAL CRITERIA

16. The Tenderer shall complete and certify the statement in item 4.5., Template 4 of the Tender dossier as evidence that, in preparing his tender, he respected the obligations arising from current regulations on safety at work, employment and working conditions, environmental protection, and guarantees that he is the holder of intellectual property rights.
17. Liability for the use of patents, as well as liability for breach of protected intellectual property rights shall be borne by the Tenderer.

PROTECTION OF TENDERER'S RIGHTS

18. In case the Tenderer considers that his rights have been violated during public procurement procedure, he may file a request for protection of rights, i.e. act pursuant to provisions of the laws regulating the procedure for protection of rights (Art 148-159 of the Public Procurement Law).

The application for protection may be filed by the Tenderer, interested party or business association on their behalf. Request for Protection of Rights shall be addressed to the Republic Commission for the Protection of Rights in Public Procurement procedure, and submitted to the Purchaser. Copy of the request for protection of rights the claimant at the same time submits to the Republic Commission. Request for Protection of Rights is delivered directly to the Purchaser's address, by registered mail with return receipt or to e-mail : javnenabavke@beg.aero.

Request for Protection of Rights may be submitted throughout the public procurement procedure, against any act of the Purchaser, unless otherwise provided by PPL.

Request for protection of Rights challenging type of procedure, the content of the invitation to tender or tender dossier shall be deemed timely if it is received by the Purchaser no later than three days before the deadline for submission of tenders, regardless of the method of delivery.

Following the decision to award a contract or decide on suspension of the procedure, the deadline for filing a request for the protection of rights is ten days after the receipt of the decision.

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Claimant shall pay the administrative tax prescribed by Art. 156 of the Public Procurement Law to the budget account of Republic of Serbia No: 840-742221843-57 in the amount of RSD 40,000.00.

Money order is filled in with following data:

- Purpose of remittance: republic administrative tax for public procurement (number and name of the subject of public procurement);
- Beneficiary: Budget of Republic of Serbia;
- Payment code: 153;
- Gyro account number: 840-742221843-57;
- Module: 97;
- Reference number: 50016.

19. The tenderer whose tender is selected as the most favorable, shall conclude public procurement contract with the Purchaser within 8 days, at the latest, from expiry of the deadline for applications for the Protection of Rights under Article 149 of the Public Procurement Law.

If the Purchaser fails to submit signed contract to the Tenderer in the above period, the Tenderer is not obliged to sign the contract, which shall not be deemed a waiver of the tender and cannot therefore bear any consequences, unless the request for the protection of rights is filed.

If the Tenderer refuses to enter into a public procurement contract, the Purchaser may conclude the contract with the next Tenderer.

In the case of the preceding paragraph, if due to methodology for allocation of points it is necessary to determine the next most favorable Tenderer, the Purchaser will again carry out evaluation of tenders and decide on the award of the contract.

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6. TENDER TEMPLATE

Tenderer's Tender for public procurement of low value "BOARDING PASSES AND BAGGAGE TAGS FOR DCS" No. 86/2013

Name of the Tenderer:
Address of the Tenderer:
Head office (City and Municipality):
Registration No: _____, TIN: _____
Authorized person:
Contact person:
Web site: _____, e-mail: _____
Telephone No: _____, Telefax: _____
Tender's account No:
Tender is submitted: (encircle) a) independently b) tender with subcontractor c) joint tender
B) Enter data on subcontractors (if tender is submitted with subcontractor/s):
1. In execution of proc. subcontractor: _____
Address: _____ Registr. No: _____, TIN: _____
Contact person: _____ Tel. No.: _____
with _____ % participation (not more than 50%) performs the following: _____
2. In execution of proc. subcontractor : _____
Address _____, Registr.No: _____, TIN: _____
Contact person: _____ Tel. No: _____
with _____ % participation (not more than 50%) performs the following:: _____
3. In execution of proc. subcontractor: _____
Address:: _____, Registr.No: _____, TIN: _____
Contact person: _____ Tel. No: _____
with _____ % participation (not more than 50%) performs the following _____
V) Enter data of other participants in joint tender (if tender is submitted as joint tender):
1. _____ Address: _____
Registr.No.: _____, TIN: _____, Tel.No.: _____
Contact person: _____, Account No: _____

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2. _____ Address: _____	
Registr.No.: _____, TIN: _____, Tel.No.: _____	
Contact person: _____, Account No: _____	
3. _____ Address: _____	
Registr.No.: _____, TIN: _____, Tel.No.: _____	
Contact person: _____, Account No: _____	
Total value of tender on delivery basis DAP – Belgrade Nikola Tesla Airport (INCOTERMS 2010) w/o VAT in the Purchaser's country: _____ RSD/EUR	
Place of delivery is JSC Belgrade Nikola Tesla Airport.	
Manner of payment: deferred (at least 15 days) _____ days from the date of invoice submission for quality and timely delivered goods being subject of public procurement.	
Tender validity: _____ days (minimum 30 days).	
Delivery time for subject goods (maximum 30 dana): _____ days	
The integral part of the tender is Template No. 3 - Specifications	
Place and date: _____	Authorized person signature: _____
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7. DRAFT CONTRACT

NOTE: THIS DRAFT CONTRACT REPRESENTS CONTENTS OF THE CONTRACT TO BE CONCLUDED WITH THE SELECTED TENDERER. IF THE TENDERER WITHOUT ANY JUSTIFIED REASON REFUSES TO CONCLUDE THE CONTRACT ON PUBLIC PROCUREMENT OF THIS CONTENT, AFTER HE IS AWARDED THE CONTRACT, THE PURCHASER SHALL SUBMIT PROOF OF NEGATIVE REFERENCE TO THE PUBLIC PROCUREMENT OFFICE.

SUPPLY CONTRACT

Concluded based on completed public procurement procedure of low value No. 86/2013, per procurement plan for 2013, between:

JSC Belgrade «Nikola Tesla» Airport, 11180 Beograd 59,
represented by General Manager, Velimir Radosavljević, TIN 100000539; Registration No. 07036540; current account: 125-1721427-98 with Piraeus Bank
(hereinafter referred to as the Purchaser)
and

Name of the Tenderer: _____
with head office in _____

Name of the Tenderer from the group of Tenderers (complete only in case of joint tender)

Names of the subcontractors (complete only in case of tender with subcontractor)

represented by the Director _____
TIN _____; Registration No. _____; Current account No. _____
(hereinafter referred to as the Supplier)

SUBJECT OF THE CONTRACT

Art. 1

Subject of this Contract is procurement of **"BOARDING PASSES AND BAGGAGE TAGS FOR DCS**, No.86/2013 for requirements of the Purchaser and as per Supplier's Tender filed in Purchaser's archive under No. _____ dated _____ 2013. Tender of the Supplier and Tender Dossier for subject public procurement are integral parts of this Contract.

PRICE

Art. 2

Total value of contract is _____ RSD/EUR, as per unit prices given in tender, on delivery basis DAP – Belgrade Nikola Tesla Airport (INCOTERMS 2010). Price is fixed and may not be increased during validity of the contract.

The Purchaser is not in obligation to purchase subject public procurement from Art. 1 of this Contract for the whole contracted amount.

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MANNER OF PAYMENT

Art. 3

The Purchaser will effect deferred payment for quality and timely fulfilled obligations under this Contract within _____ days from the date of invoice verification by the Purchaser for delivered goods from Art. 1 of this Contract.

Payment under this contract in 2014 will be effected to the amount of funds provided by business plan for 2013 for these purposes. For the part of obligations under this contract due in 2014, the Purchaser shall pay to the Supplier upon provision of funds by adoption of the Business Plan for 2014 or by the Decision on temporary financing otherwise the contract shall terminate without compensation for the inability of the Purchaser to assume the obligations.

DELIVERY TIME

Art. 4

Delivery time for goods from Art.1 of this Contract is _____ days from the date of written or oral individual order. (for lot 1)

Quantities from specification are orientational and do not bind the Purchaser for supply of the whole quantity. Delivery schedule of goods from Art. 1 of this Contract is set by the Purchaser.

QUANTITATIVE ACCEPTANCE

Art. 5

Contracting Parties shall carry out quantitative acceptance of goods immediately upon their arrival to the warehouse of the Purchaser.

Quantitative acceptance will be done by comparing the data from invoice and delivery note with the actual quantity of goods delivered.

If at the quantitative acceptance it is found that the quantity of goods received is different from the quantities in shipping documents or goods are damaged, the Purchaser shall make a report on it, based on which the Supplier is obliged to deliver shortage of goods within three (3) days, at his own expense.

In case that the contracting parties disagree on the degree of damage, it will be determined by expert assessment at the expense of the Supplier.

QUALITY AND GUARANTEE

Art. 6

The Supplier shall deliver the goods or render service from Art. 1 of this Contract in accordance with current quality standards and technical specification.

Art. 7

If the Purchaser not later than within 60 days from the date of delivery, finds deficiencies in the quality of delivered goods from Art. 1 of this Contract that could not be observed during acceptance of the goods, he shall promptly notify the Supplier in writing. The Supplier shall eliminate all deficiencies within 7 (seven) days from the date of such notice, at its own expense.

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LIQUIDATED DAMAGES

Art. 8

In case the deadline for delivery of goods is exceeded, the Supplier undertakes to pay to the Purchaser liquidated damages for each day of such delay at the rate of 0.2% of the total value (w/o VAT) set in Art.2 of this Contract.

The Supplier is not entitled to pay the damages and waive the contract.

Art. 9

In case the Supplier fails to fulfill its obligations set by this Contract the Purchaser is entitled, at his own discretion, to proportional reduction of price, to activate the bill from Art. 6 of this Contract, and to unilateral termination of Contract without any explanation and notice. In any case the Purchaser is entitled to compensation.

TRANSITIONAL AND FINAL PRIVISIONS

Art. 10

This Contract comes into force on the date it is signed by authorized representatives of contractual parties.

This Contract is concluded for the period of one year or until expenditure of the funds from Art. 2 of this Contract, which ever happens first.

Art. 11

Contractual parties agree that all issues not being covered by this Contract are governed by provisions of the Law of obligations of the Republic of Serbia.

Art. 12

All possible disputes arising from implementation and execution of this Contract, the Contractual parties shall endeavor to settle in an amicable manner according to goods business practices.

For settlement of disputes which could not be settled in the manner from paragraph 1 of this Article the competent court will be the Commercial Court in Belgrade.

Art. 13

This Contract is made in 4 (four) identical copies; 2 (two) for each contractual party.

The SUPPLIER:

Director

**The PURCHASER:
JSC Belgrade "Nikola Tesla" Airport
General Director
Velimir Radosavljević**

Handwritten signatures and initials:
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8. STATEMENT ON INDEPENDENT TENDER

STATEMENT

Under full moral, material and criminal responsibility I declare that I submitted the tender in a public procurement of low value No. **86/2013 "BOARDING PASSES AND BAGGAGE TAGS FOR DCS"** independently, without any agreement with other Tenderers or interested parties.

Place and date: _____

Name of the Tenderer,
Authorized Person
signature and seal

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9. TENDER PREPARATION COSTS TEMPLATE

(State the name and headoffice of the Tenderer)

In accordance with Art.88 of the Public Procurement Law (" Official Gazette of the Republic of Serbia", br.124/12) and Art.6 and 19 Regulations on the mandatory elements of tender documentation in public procurement procedures and the manner of proving eligibility (" Official Gazette of the Republic of Serbia", br.29/13) we deliver cost structure for the preparation of tender for public procurement of 86/2013 **"BOARDING PASSES AND BAGGAGE TAGS FOR DCS"**, as follows:

Ser.No.	Type of costs	Amount in RSD/EUR
1		
2		
3		
4		

Note: Pursuant to Art.88, Paragraph 2 of the Public Procurement Law, costs of preparing and submitting the tender shall be borne solely by the tenderer and he can not ask the Purchaser for reimbursement of costs, except in the case referred to in paragraph 3 of the same article, if the procurement procedure is suspended for reasons on the Purchaser's side, provided that the Tenderer requested reimbursement of costs in his tender.

Place and Date: _____

Name of the Tenderer,
Authorized person
signature and seal

Handwritten signatures and initials:
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