

**TENDER DOSSIER
FOR PUBLIC PROCUREMENT OF „LIQUID AND SOLID RUNWAY DE/ANTI-ICING
CHEMICALS“ No. 47/2013
- IN OPEN PROCEDURE -**

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**MEMBERS OF THE COMMITTEE AGREED TO TENDER DOSSIER FOR SUPPLY OF
„LIQUID AND SOLID RUNWAY DE/ANTI-ICING CHEMICALS“ No.47/2013**

- Vojin Stefanović, President
- Sara Pospiš, Member
- Aleksandar Kočanović, Member
- Milorad Kosanović, Member,
- Dejan Dimkić, P.P. Officer

P. Lj. ...

Sara Pospiš

Kočanović

Milorad Kosanović

Dejan Dimkić

Technical Maintenance Dept. Director

Predrag Babić
Predrag Babić

1. GENERAL PROCUREMENT INFORMATION

INFORMATION ON THE PURCHASER:	
Name of Purchaser:	Joint-Stock Company Belgrade Nikola Tesla Airport
Address:	11180 Beograd 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 authorized to sign the Agreement on Public Procurement:	Velimir Radosavljevic
Contact person:	Vojin Stefanović
Telephone number of contact person:	011-209-4144, 064-848-5426
Fax number of the contact person:	/
e-mail of the contact person:	vojin.stefanovic@beg.aero
GENERAL PUBLIC PROCUREMENT INFORMATION	
The subject of procurement services	LIQUID AND SOLID RUNWAY DE/ANTI-ICING CHEMICALS
Public procurement number	47/2013
The type of public proc. procedure	OPEN PROCUDERE

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2. SUBJECT OF PUBLIC PROCUREMENT DATA

Description of the subject of procurement:
LIQUID AND SOLID RUNWAY DE/ANTI-ICING CHEMICALS

Name and designation of the general acquisition vocabulary:

24951310 - De-icing fluid
24951311 - Anti-freeze
MA10 - For use in airports

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

Type 1

Ser. no.	Description	Required reference values	Offered values
	De-icing solid material	40.000 kg	
1.	Solid de-icing material based on (chemical composition)	Formate	
2.	pH value (20°C)	9 - 13	
3.	Bulk density	900 kg/m ³	
4.	Solid material according to AMS 1431	Yes	
5.	Safety data sheet in accordance with Regulation EC 1907/2006	Yes	
6.	COD (chemical oxygen demand)	< 230 mg/g	
7.	Package	Min 500 kg	

Type 1 total cost is _____ RSD / EUR excluding VAT on delivery basis CIP / DDP.

Unit prices amounts to: _____ RSD/EUR per 1 kg of granules

Type 2

Ser. no.	Description	Required reference values	Offered values
	De-icing/anti-icing fluid	22.000 kg	
1.	De-icing/anti-icing fluid based on (chemical composition)	Potassium acetate	
2.	ph value (20°C)	9,0 – 11.5	
3.	Specific gravity - density at 20 ° C	1.25-1.30 g/cm ³	
4.	Fluid in accordance with AMS 1435	Yes	
5.	Safety data sheet in accordance with Regulation EC 1907/2006	Yes	

Type 2 total cost is _____ RSD / EUR excluding VAT on delivery basis CIP / DDP.

Unit prices amounts to: _____ RSD/EUR per 1 kg of fluid

Note:

- Provide technical documentation which unequivocally confirms the compliance with technical characteristics (specifications)
- The Tenderer shall fill in all the characteristics in the column "offered"
- The Tenderer shall offer both types of runway de/anti-icing chemicals;

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- The Purchaser is under no obligation to buy all requested quantities.

The total cost (type 1 + type 2) is _____ RSD / EUR excluding VAT on delivery basis CIP / DDP.

Place and date: _____

Tenderer's name, authorized
person signature and seal

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

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

MANDATORY CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE FROM ART. 75, PARAGRAPH 1 OF THE PUBLIC PROCUREMENT LAW	
The Tenderer in the public procurement procedure has to prove that he fulfils stated mandatory conditions for participation in the subject public procurement procedure	Evidence of eligibility
1. Tenderer has to be registered with the competent authority, i.e. entered in the relevant register.	For legal entities
	Extract from the Register of Business Registers Agency, or an extract from the registrar of the competent Commercial Court
	For entrepreneurs
	Extract from the Register of Business Registers Agency, or an excerpt from the relevant register.
	For natural persons
	Natural persons do not submit this evidence.
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.	For legal entities
	<p>Criminal record extract or certificate of the competent court and the police department of the Ministry of Internal Affairs that the legal person, or his legal representative (or more if any) has not been convicted of any of the offenses as a member of an organized crime group and has not been sentenced for crimes against the economy, crimes against the environment, the offense of receiving or giving bribes, the crime of fraud.</p> <p>In order to meet this requirement following evidence must be submitted: For legal entities must be submitted: 1) Criminal record extract or certificate of the basic court in which territory are headquarters of the domestic legal entity or representative office or branch headoffice of a foreign legal entity confirming that the tenderer (legal entity) has not been convicted of crimes against the economy, crimes against the environment, the offense</p>

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of receiving or giving bribes, the crime of fraud. The certificate must include the information from the criminal records for crimes within the jurisdiction of the ordinary criminal department of the High Court otherwise in addition to certificates of the Basic Court it is also required to submit a certificate of the competent higher court;

2) Criminal record extract or certificate of the Special Department (organized crime) of the Higher Court in Belgrade confirming that the tenderer (legal entity) has not been convicted of any crimes as a member of an organized criminal group. .

For legal representative must be submitted: Criminal record certificate of the police department of the Ministry of Interior - application for this certificate may be submitted by the place of birth (in accordance with Article 2, paragraph 1, item 1) of the Rules of Criminal Records ("Off. Gazette of SFRY", no. 5/79) - the body in charge of internal affairs of the municipality in whose territory this person was born) and by the place of residence.

In case that the entity has more than one legal representative, the evidences shall be submitted for each of them.

For entrepreneurs

Criminal record extract or certificate of the competent court and the police department of the Ministry of Internal Affairs that the entrepreneur has not been convicted of any of the offenses as a member of an organized crime group and has not been sentenced for crimes against the economy, crimes against the environment, the offense of receiving or giving bribes, the crime of fraud.

Request for this may be submitted according to the place of birth (the authority in charge of internal affairs of the municipality where the person was born) or the place of residence.

For natural persons

Criminal record extract or certificate of the competent court and the police department of the Ministry of Internal Affairs that the natural person has not been convicted of any of the offenses as a member of an organized crime group and has not been sentenced for crimes against the economy, crimes against the environment, the offense

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	<p>of receiving or giving bribes, the crime of fraud.</p> <p>Request for this may be submitted according to the place of birth (the authority in charge of internal affairs of the municipality where the person was born) or the place of residence.</p>
<p>3. The Tenderer must fulfill the condition that he has not been rendered any final judicial or administrative measure prohibiting it to carry out the activities being subject of the public procurement, being in force at the time of announcement, i.e. submission of the invitation to tender.</p>	<p>For legal entities</p>
	<p>Certificate of the Commercial and Magistrates Court that he has not been rendered measure prohibiting it to carry out the activities or confirmation of the Business Registers Agency that they did not register measure of prohibition to carry out the activities for this company.</p>
	<p>For entrepreneurs</p>
	<p>Certificate of the Magistrates Court that he has not been rendered measure prohibiting it to carry out the activities or confirmation of the Business Registers Agency that they did not register measure of prohibition to carry out the activities for this economic entity.</p>
<p>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.</p>	<p>For natural persons</p>
	<p>Certificate of the Magistrates Court that he has not been rendered measure prohibiting it to carry out certain activities.</p>
	<p>For legal entities</p>
	<p>Certificate of Tax Administration of the Ministry of Finance and Economy that he has settled due taxes and contributions and Certificate of the competent local authorities that he has settled obligations in terms of local public revenues.</p>
	<p>For entrepreneurs</p>
	<p>Certificate of Tax Administration of the Ministry of Finance and Economy that he has settled due taxes and contributions and Certificate of the competent local authorities that he has settled obligations in terms of local public revenues.</p>
	<p>For natural persons</p>
	<p>Certificate of Tax Administration of the Ministry of Finance and Economy that he has settled due taxes and contributions and Certificate of the competent local authorities</p>

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	that he has settled obligations in terms of local public revenues.
ADDITIONAL CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE FROM ART. 76 OF THE PUBLIC PROCUREMENT LAW	
The Tenderer in the public procurement procedure has to prove that he fulfils stated additional conditions for participation in the subject public procurement procedure	Evidence of eligibility
<p>5. The Tenderer must have sufficient business capacity available.</p> <p>Under the necessary business capacity Purchaser assumes that the Tenderer is either manufacturer of of the offered goods or that he is authorized by the manufacturer to sell the goods.</p>	<p>A statement that he is the manufacturer of goods or A photocopy of the document that the manufacturer authorizes him for his representative, importer or distributor, or distribution agreement concluded with the authorized representative or distributor of goods which are the subject of this procurement</p>

Note: The tenderer is not required to submit evidence that is publicly available on the website of the competent authorities (proof of Clause 1, Table 4.1.).

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If in the state in which the Tenderer is based they do not issue eligibility evidence (evidence from Template 4) The Tenderer may instead of evidence, submit his written statement, made under penalty of perjury certified before a court or administrative body, notary or other competent authority of the state .

If the Tenderer is based in another country the Purchaser can verify whether the documents by which the Tenderer proves fulfillment of required conditions are issued by that state.

STATEMENT OF THE TENDERER:

Pursuant to Article 79 Paragraph 9 of the Public Procurement Law (" Official Gazette of the Republic of Serbia", no. 124/12) under full moral, material and criminal responsibility I declare that the Tenderer _____ (name of Tenderer) meets the requirements of Article 75 (Sections 1 to 4) of the Public Procurement Law, specified in Template 4 of the Tender Dossier (items 1 to 4), to participate in the procurement procedure „LIQUID AND SOLID RUNWAY DE/ANTI-ICING CHEMICALS“ No. 47/2013.

Under the full moral, material and criminal responsibility I claim that in the country where our headquarters are located _____ (name of the country) are not issued following evidences under Article 77 of the Public Procurement Law, stated in Template 4 of the Tender Dossier (items 1 to 4) as follows:

- 1) Extract from the Register of Business Registers Agency, or an extract from the registrar of the competent commercial court;
- 2) Criminal record extract or certificate of the competent court and the police department of the Ministry of Internal Affairs that the legal person, or his legal representative (or more if any) has not been convicted of any of the offenses as a member of an organized crime group and has not been sentenced for crimes against the economy, crimes against the environment, the offense of receiving or giving bribes, the crime of fraud;
- 3) Certificate of the Commercial and Magistrates Court that he has not been rendered measure prohibiting it to carry out the activities or confirmation of the Business Registers Agency that they did not register measure of prohibition to carry out the activities for this company;
- 4) Certificate of Tax Administration of the Ministry of Finance and Economy that he has settled due taxes and contributions and Certificate of the competent local authorities that he has settled obligations in terms of local public revenues.

NOTE: Encircle one or more of the evidences from Article 77 of the Public Procurement Law (evidences from Template 4, items 1 to 4 of Tender Dossier), which are not issued in the country in which the Tenderer is based. Other evidences that the state of his head office issues shall be presented together with the tender.

Place and date:

Tenderer (Name, signature of authorized person and seal)

NOTE: Tenderer's Statement must be certified before a court or administrative body, notary or other competent authority of that state.

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4.2. 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)
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

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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 and 76 of the Public Procurement Law, described in Table 4.1., by submitting the evidence stated in Table 4.1. in Template 4 of the Tender Dossier.

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). Conditions are described in points 1) to 4) of Table 4.1. in Template 4 of the Tender Dossier, and they prove fulfillment by submitting evidence given in Table 4.1. Additional requirements from Article 76 of the Public Procurement Law, which are described in Section 5) Table 4.1., in Template 4 of the Tender Dossier, they meet together by submitting evidence given in Table 4.1., point 5).

The Tenderer shall deliver evidence for the subcontractor that the requirements of Article 75 Paragraph 1 points 1) to 4) of the Public Procurement Law (" Official Gazette of the Republic of Serbia" No. 124/12), as described in points 1) to 4) of Table 4.1. in Template 4 of the Tender Dossier have been fulfilled.

If a public procurement contract is concluded, the subcontractor shall be stated in the contract.

Requirements of Article 75 Paragraph 2 Law on Public Procurement. Tenderer shall, with the tender, submit a completed and signed statement from 4.2. of this Template.

Method of delivery of evidence is prescribed by Article 79 of the Public Procurement Law (" Official Gazette of the Republic of Serbia" 124/12).

If the Tenderer is a legal entity the evidence in Table 4.1., points 2) and 4) may not be older than two months before opening. Evidence from Table 4.1., item 3) must be issued after the publication of the invitation to tender.

If the Tenderer is an entrepreneur the evidence in Table 4.1., points 2) and 4) may not be older than two months before opening. Evidence from Table 4.1., item 3) must be issued after the publication of the invitation to tender.

If the Tenderer is a natural person the evidence in Table 4.1., point 2) and 4) may not be older than two months before opening. Evidence from Table 4.1., item 3) must be issued after the publication of the invitation to tender.

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 statement on fulfillment of requirements from Art 75, paragraph 2 of the Public Procurement Law (Template 4, item 4.2);
- Documents proving fulfillment of requirements from Art 75 and 76 of the Public Procurement Law in Template 4 – table 4.1 of the Tender Dossier;
- Duly completed, sealed and signed Template of technical characteristics –specification, type, quality and description of the subject of public procurement (Template 3);
- Duly completed, sealed and signed Draft contract (Template 7);
- Duly completed, sealed and signed Statement on independent tender (Template 8);
- Duly completed, sealed and signed Price structure template, with instructions how to complete it (Template 9) ;
- Duly completed, sealed and signed Statement of the bank on issuing Performance Bond (Template 10 – Appendix 1, Letter of intent) in the amount of 10% of the total value of Contract VAT excluded;
- Technical documentation that unequivocally confirms the compliance with technical characteristics (specifications), from the table (Template 3) of the Tender Dossier.

The tender not containing all above elements will be rejected as unacceptable.

TENDER FORM

3. Tenderer is made in writing in A4 format.

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.

TENDER WITH ALTERNATIVES

4. Tender with alternatives is not allowed. The tender containing alternatives will be rejected as unacceptable.

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, 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".

In case of cancellation of tender envelope must indicate the tenderer's name and the words "Cancellation of Tender – DO NOT OPEN".

AMENDMENT OF TENDER DOSSIER

6. The Purchaser reserves the right prior to the deadline for submission of bids, 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. 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.

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SUBMISSION OF JOINT TENDER

8. 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.

PAYMENT, DELIVERY TIME AND PLACE, WARRANTY PERIOD

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

Payments under this contract in 2013 shall 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.

10. The Tenderer shall in tender template (Template 6) accurately express delivery time. The Tenderer shall offer delivery time not exceeding **7 days** from the date of the individual order. If the offered delivery time is longer than **7 days**, such tender will be rejected as unacceptable.

11. The Tenderer shall accept as the place of delivery Belgrade Nikola Tesla Airport, otherwise the offer will be rejected as unacceptable.

12. If the goods are of foreign origin i.e. imported, the Tenderer **SHALL** submit a photocopy of the document by which the manufacturer authorizes him as his representative, importer or distributor, or distribution agreement entered into with an authorized representative or distributor, otherwise the tender will be rejected as incorrect.

CURRENCY AND PRICE

13. The Tenderer is required to display the unit price and total tender amount in dinars (RSD) or Euros (EUR).

- Prices quoted in the tender are given on delivery basis CIP Belgrade Nikola Tesla Airport (Incoterms 2010). The Tenderer is obliged to state for the service offered delivery basis as given in the tender. In the case of tenders made on different delivery basis, the Purchaser shall to Tenderers who have submitted offers on delivery basis CIP add customs charges at the applicable customs tariffs in order to compare tenders with the Tenderers who have submitted tenders on delivery basis DDP. If the Tenderer fails to specify delivery basis CIP or DDP, such tender will be rejected as unacceptable.
- If the Tenderer displays price in Euros, for its conversion into dinars will be used middle exchange rate of NBS, valid on the day when tender opening started.

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- The price must include the cost of implementation of public procurement as per technical specification specified in Template 6 of the Tender Dossier and all other related costs necessary for the implementation of public procurement.
- If the offered price includes import duty and other charges, the Tenderer is required to present that part separately in RSD.

VALIDITY OF TENDER

14. The Tenderer shall in tender template (Template 6) precisely state validity of tender which may not be shorter than **60 days** from the date of tender opening, and should it be shorter, the Purchaser will such tender reject as unacceptable.

INFORMATION LIKE NAME, ADDRESS AND INTERNET ADDRESS OF STATE AUTHORITY OR ORGANIZATION TO GET THE PROPER TIMELY INFORMATION ON:

15. Where to get correct data on:

- Tax liability - the name of the state authority: Tax Administration (Ministry of Finance and Economy, Republic of Serbia), address: Save Maškovića 3-5, Belgrade, Serbia, Internet address: www.poreskauprava.gov.rs. Through state authority of the Tax Administration it is possible to get correct information about the address and contact phone of authority or territorial autonomy or local government on tax obligations, administered by these authorities.
- Environmental protection - The name of the state authority: Environmental Protection Agency (Ministry of Energy, Development and Environmental Protection of the Republic of Serbia), address: Nemanjina 22-26, Belgrade, Serbia, Internet address: www.merz.gov.rs Address of Environmental Protection Agency: Roses Jovanovic 27a, Belgrade, Serbia, the Internet address of the Environmental Protection Agency: www.sepa.gov.rs.
- Protection of employment, working conditions - Ministry of Labour and Social Policy of the Republic of Serbia, address: Nemanjina 22-26, Belgrade, Serbia, Internet address: www.minrzs.gov.rs.

CONTRACT SECURITY INSTRUMENT

16. The Tenderer shall together with tender submit completed Statement of the bank on issuance of the Performance Bond (Template 10 – Appendix 1, Letter of intent).

17. The tenderer shall at the conclusion of contract submit to the Purchaser bank guarantee (Template 10, Appendix 2) to the amount of 10% of the total value of Contract as a Performance Bond. In case the tenderer is based in a foreign country, he is required to submit a bank guarantee by SWIFT messages within three (3) working days from the date of contract conclusion.

The bank guarantee shall be irrevocable, unconditional, without right to protest and payable on the first call.

Performance Bond shall have validity at least 30 days longer than the foreseen delivery time for the goods of subject public procurement.

The Tenderer may submit a guarantee of the foreign bank only if the bank is granted credit rating which corresponds to at least level 3 credit quality (investment grade).

Credit rating of paragraph 3 this article is assigned by rating agency that is on the list of eligible rating agencies which, for the rating which is in accordance with the regulations published by the National Bank of Serbia or eligible rating agency on the list of registered

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and certified rating agencies published by the European Securities and Markets Authorities – (ESMA).

CONFIDENTIALITY OF DATA AND DOCUMENTATION

18. 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.

As confidential, the Tenderer may mark the documents containing personal information, which are not in possession of any public registry nor available in any other way, as well as business data which are marked confidential by regulations.

As confidential the Purchaser shall consider documents containing word "CONFIDENTAL" written in capital letter in top right corner.

Tenderer cannot mark as confidential the price and other information from the tender relevant for implementation of criterion elements and ranking of tenders.

ADDITIONAL INFORMATION OR CLARIFICATIONS

19. 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.47/2013 „LIQUID AND SOLID RUNWAY DE/ANTI-ICING CHEMICALS“ for the Committee President- Vojin Stefanović".
- By e-mail: javnenabavke@beg.aero.

FURTHER EXPLANATIONS, CONTROL AND ALLOWED CORRECTIONS

20. Purchaser, during the expert evaluation of the tenders 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

21. The Tenderer who has a negative references in the list kept by Public Procurement Office and those references are in the field which is not the same type of public procurement shall submit contractual obligations security instrument from item 17 in the manner and within the time limits set out in item 17, but in the amount of 15% of the offered price.

CONTRACT AWARD CRITERIA

22. The criterion for evaluation of tenders is the lowest price offered.

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ADDITIONAL CRITERIA FOR CONTRACT AWARD

23. The Tenderer shall complete and certify the statement in item 4.2., 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.
24. 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

25. 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).
26. Request for protection of rights is addressed to the Republic Commission for 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.
27. Request for protection of rights is submitted in person, by e-mail, fax or registered mail with return receipt.
28. 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.

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.
-
- Claimant shall pay the administrative tax in the amount of RSD 80,000.00 if he disputes a particular action by the Purchaser before tender opening.
 - If the claimant challenges the decision on the award of the contract fee is RSD 80,000.00 if the tender price of the Tenderer who is awarded contract does not exceed RSD 80,000,000 or the fee is 0.1% of the offered price of the tenderer to whom the contract is awarded if the value is greater than RSD 80,000,000.
 - If the claimant disputes the decision to suspend the procurement procedure or action from the moment of tender opening up to the decision to award the contract or termination of the proceedings, the fee is RSD 80,000.00 if the estimated value of the procurement (which the claimant will find out at tender opening or from the Minutes on tender opening) is not greater than RSD 80,000,00 or the fee is 0.1% of the estimated value of the public procurement if the value is greater than RSD 80,000,000.

DECISION ON AWARD OF CONTRACT

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29. The Purchaser shall make decision on contract award within 25 days from the date of tender opening.

DELIVERY OF DECISION, CONCLUSION OF CONTRACT AND NOTIFICATION ON CONCLUDED CONTRACT

30. The Purchaser shall submit decision on award of the contract to all the tenderers within three (3) days of the decision.

31. 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 first following 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.

Notification on concluded public procurement contract shall be posted on the Public Procurement Portal within 5 (five) days from the date of contract conclusion.

If until deadline for submission of tenders only one tender arrives and it is acceptable, the Purchaser will pursuant to Art. 112, Paragraph 2, item 5) of the PPL conclude the contract with the Tenderer within two days after the tenderer receives the contract award decision.

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6. TENDER TEMPLATE

Tenderer's Tender No. _____ dated _____ for public procurement in open procedure No. 47/2013 " LIQUID AND SOLID RUNWAY DE/ANTI-ICING CHEMICALS"

A) Tenderer's data	
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: _____
Tenderer'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: _____

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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: _____

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: _____ RSD/ EUR w/o VAT _____

Unit prices amounts to: _____ RSD/EUR per 1 kg of granules.

Unit prices amounts to: _____ RSD/EUR per 1 kg of fluid

Manner of payment: deferred within (at least 15) _____ days from the date of delivery per individual order of the Purchaser.

Deadline of successive delivery of goods (maximum 7 days): _____ days from the date of written or verbal order.

Delivery basis and place: _____ (CIP BELGRADE NIKOLA TESLA AIRPORT - Incoterms 2010).

Tender validity: _____ days (minimum 60 days)

The integral part of the tender is Template No. 3 - Specifications

Place and date:

Authorized person signature:

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[Handwritten signature]

7. DRAFT CONTRACT

NOTE: TENDERER SHALL COMPLETE, INITIAL EACH PAGE, SIGN AND SEAL THE LAST PAGE OF DRAFT CONTRACT WHICH CONFIRMS THAT HE AGREES WITH THE 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 No. 47/2013, 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 _____
Registration No. _____; TIN _____; Current account No. _____
(hereinafter referred to as the Supplier)

SUBJECT OF THE CONTRACT

Art. 1

Subject of this Contract is procurement of „**LIQUID AND SOLID RUNWAY DE/ANTI-ICING CHEMICALS**“, 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

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Total value of contract is _____ RSD/EUR VAT excluded, on delivery basis _____.

Unit prices for DE-ICING FLUID AND GRANULES on delivery basis CIP Belgrade Nikola Tesla Airport (Incoterms 2010) amounts to: _____ RSD/EUR per 1 kg of granules and _____ RSD/EUR per 1 kg of fluid.

Unit prices from the tender are fixed during validity of the Contract and may not be increased during Contract validity.

MANNER OF PAYMENT

Art. 3

The Purchaser will effect payment for obligations under this Contract within _____ days from the date of quality and timely deliveries of the subject of public procurement.

Payments under this contract in 2013 shall 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.

The Purchaser shall notify the Supplier when funding is secured by adoption of the Business Plan for 2014 or Decision on temporary financing. The Purchaser shall not give orders as described in Article 4 unless the funds are provided by the business plan or the decision on temporary financing.

To avoid any doubt, the notice of termination shall not relieve the contractual parties (i.e. Supplier and Purchaser) from the corresponding execution of this Contract, in particular from payment for orders made by the Purchaser.

TIME AND PLACE OF DELIVERY

Art. 4

Delivery time for goods from Art.1 of this Contract is _____ days from the date of written or verbal order by the Purchaser.

Delivery place is Belgrade Nikola Tesla Airport.

DELIVERY SCHEDULE

Art. 5

Delivery of goods from Art.1 of this Contract will be according to the schedule set by the Purchaser.

At delivery of goods the PURCHASER will provide a permit to move and stay at the border crossing Nikola Tesla Airport.

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QUANTITATIVE AND QUALITATIVE ACCEPTANCE

Art. 6

The Parties shall carry out quantitative and qualitative acceptance of goods immediately upon receipt of the goods with the Purchaser.

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

If at the quantitative and qualitative acceptance is found that the quantity or quality of goods received is different from the quantities in shipping documents or contracted quality, the Purchaser shall make a report on it, based on which the Supplier is obliged to deliver shortage of goods or the goods which comply with contracted quality within five (5) days, at his own expense.

GUARANTEE

Art. 7

The Supplier shall at conclusion of the Contract submit to the Purchaser Performance Bond in the amount of 10% of the total value of contract. If the supplier is based in a foreign country, he is required to submit a bank guarantee by sending the SWIFT message forwarded to a business bank of the Purchaser within three (3) working days from the date of conclusion of the contract. Until submission of performance bond contract is concluded under the suspensive condition.

The Performance Bond will be irrevocable, unconditional, without right to protest and payable on the first call with valid at least 30 days longer than the date of delivery of goods being subject of public procurement, i.e. contracted obligations, with the possibility of extension.

Art.8

If the Purchaser at delivery or within 30 days latest from the date of acceptance finds deficiencies in the quality of delivered goods 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, at its 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.

DURATION OF THE CONTRACT

Art. 9

The Contract is concluded for a period of utilization of funds from Art.2 of this Contract.

LIQUIDATED DAMAGES

Art. 10

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.

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Art. 11

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

Compensation shall be limited to 15% of the value of late or undelivered goods.

TRANSITIONAL AND FINAL PROVISIONS

Art. 12

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

Art. 13

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. 14

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. 15

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 initials: ML, KA, SP

8. STATEMENT ON INDEPENDENT TENDER

STATEMENT

Under full moral, material and criminal responsibility I declare that I submitted the tender in a public procurement open procedure No.47/2013 "**LIQUID AND SOLID RUNWAY DE/ANTI-ICING CHEMICALS**" 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. PRICE STRUCTURE TEMPLATE WITH INSTRUCTION HOW TO COMPLETE IT

Tenderer's name:

Address:

Tenderer's CURRENT ACCOUNT No.:

Telephone:

Fax:

E-mail:

TIN: __

Purchaser:
JSC Belgrade Nikola Tesla Airport

Based on tender in public procurement No. 47/2013 "LIQUID AND SOLID RUNWAY DE/ANTI-ICING CHEMICALS" I issue the following Price structure template

No.	PRICE STRUCTURE ELEMENTS BY ITEMS	Quantity	Total price by item w/o VAT	Total price by item VAT included
1.				
2.				
Total VAT:				
TOTAL PRICE OF ALL ITEMS W/O VAT:				
TOTAL PRICE OF ALL ITEMS WITH VAT:				

Place and date: _____

Name of the Tenderer, authorized Person signature and seal

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Note : The table above is a model that contains a minimal data of price structure template. Price structure template is given in the form in which the tenderer can show all the elements the price is made of.

Instruction how to complete price structure template

- Tenderer must submit price structure template as a compulsory part of the Tender Dossier,
- Template must be completed in hand writing or on a computer printer or a type writer, in the form suitable for the Tenderer,
- Template must be signed by authorized person of the Tenderer,
- Column "PRICE STRUCTURE ELEMENTS BY ITEMS" should be completed in such a manner to contain all expenses included into total offered price, which can be presented separately.
- The minimum content of the price structure is provided in the table which is the integral part of this template of the tender dossier. In case the price structure template does not contain at least as much data as listed in the table, the Purchaser shall consider that price structure template is not made and will reject such tender as unacceptable.
- Prices from this Template must be stated in the same currency in which the Tender is given.

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10. FINANCIAL SECURITY INSTRUMENT

APPENDIX 1

BANK STATEMENT ON THE ISSANCE OF PERFORMANCE BOND

We unconditionally undertake to issue to the Purchaser, J.S.C. Belgrade Nikola Tesla Airport, at conclusion of the Contract, security instrument – bank guarantee in the amount of 10% of the value of tender for procurement of goods „**LIQUID AND SOLID RUNWAY DE/ANTI-ICING CHEMICALS**“ (Public Procurement No. 47/2013), as Performance Bond. The bank guarantee will be irrevocable, unconditional, without right to object and payable on first call.

We agree that, on request of the Purchaser, issued security instrument of contractual obligation may be presented to the bank in case of termination of Contract, failure to fulfill contractual obligation or delay in fulfillment of contractual obligation. Validity of the guarantee will be 30 days after the date of delivery of goods being subject of public produrement, i.e. contractual obligations with possibility to be extended.

Date:

Signature and seal of the Guarantor (bank)

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APPENDIX 2

PERFORMANCE BOND TEMPLATE

Bank's name			
Place and address			
Bond beneficiary (Purchaser)			
Bond number			Date:
In accordance with Tender No.		dated:	

JSC BELGRADE NIKOLA TESLA AIRPORT
11180 BELGRADE 59
Republic of Serbia
and
Tenderer's name
Place and address of Tenderer
For

**PUBLIC PROCUREMENT 47/2013 "LIQUID AND SOLID RUNWAY DE/ANTI-ICING
CHEMICALS" FOR REQUIREMENTS OF JSC BELGRADE NIKOLA TESLA AIRPORT**

With total contracted value of _____ and in words (_____).
On Purchaser's demand _____ by this bond we undertake irrevocably and
unconditionally that the Tenderer will perform its contractual obligation in due scale, time
limit and quality.

If the Tenderer fails to perform obligations from the previous item, the Bank will irrevocably,
unconditionally, without protest or notification, on first written demand of the Purchaser effect
payment to the Purchaser in amount of _____, which is 10% of contracted
amount, VAT excluded.

This bond has validity 30 days after the date of provided service being the subject of public
procurement, i.e. contractual obligations, with possibility of extension.

All possible disputes between the Bond user and the Bank will be settled by competent
court.

This bond is made in 3 (three) copies, 1 (one) original for the Purchaser and the 2 (two)
other for the Tenderer and the Bank.

Guarantor (seal and signature)

Handwritten initials: K, Kt, SP, W

11. TENDER PREPARATION COSTS TEMPLATE

Tenderer's costs in public procurement No.47/2013	Amount of costs	Description of costs
Costs of provision of security instrument		
Total:		

Place and date: _____

Name of the Tenderer, Authorized
Person signature and seal

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