

OJ/S S16
24/01/2022
36921-2022-EN

ПРИМЉЕНО: 24 JAN 2022			
Орг. јед.	Србиј	Пробити	Бродови
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This notice in TED website: <https://ted.europa.eu/udl?uri=TED:NOTICE:36921-2022:TEXT:EN:HTML>

Serbia-Belgrade: Communications control system
2022/S 016-036921

Contract notice

Supplies

Legal Basis:

This contract will be financed by European Investment Bank (EIB) and is subject to the EIB's Guide to Procurement.

Section I: Contracting authority

I.1) Name and addresses

Official name: Serbia and Montenegro Air Traffic Services SMATSA Llc
Postal address: Trg Nikole Pašića 10
Town: Belgrade
NUTS code: RS Srbija/Србија / Serbia
Postal code: 11000
Country: Serbia
E-mail: rg.ipvcs@smatsa.rs

Internet address(es):

Main address: www.smatsa.rs

I.3) Communication

Access to the procurement documents is restricted. Further information can be obtained at:
Additional information can be obtained from the abovementioned address

Tenders or requests to participate must be submitted to the following address:

Official name: Serbia and Montenegro Air Traffic Services SMATSA Llc
Postal address: Trg Nikole Pašića 10
Town: Belgrade
Postal code: 11000
Country: Serbia
E-mail: rg.ipvcs@smatsa.rs
NUTS code: RS Srbija/Србија / Serbia

Internet address(es):

Main address: www.smatsa.rs

I.4) Type of the contracting authority

Other type: Limited Liability Company having the Republic of Serbia holding a stake representing 92% of the issued capital and Montenegro holding a stake representing 8% of the issued capital

I.5) Main activity

Other activity: Air Navigation Services Provider

Section II: Object

II.1) Scope of the procurement

II.1.1) Title:

Procurement and implementation of IP VCS system
Reference number: EIB-GtP/SUS-IPVCS-2021

- II.1.2) **Main CPV code**
32573000 Communications control system
- II.1.3) **Type of contract**
Supplies
- II.1.4) **Short description:**
IP VCS (Voice Communication System) will replace operational TDM based VCS for following applications:
Beograd Area Traffic Control Centre (ATCC), Terminal Control Area and Tower,
Pre-OJT simulator, at Beograd.
IP VCS must conform to the current version of ED-137 & ED-136 with backward compatibility. IP VCS must be state-of-the-art, IP based and provide integrated air-ground and ground-ground voice communications between:
Air traffic controller and aircraft (radio communication),
Terminals inside the ATCC and TWR Beograd (internal communication),
Terminals in the ATCC and TWR Beograd and terminals in adjacent air traffic control (ATC) units, ATC associated services, etc (external telephony).
Monitoring, control and technical supervision of IP VCS is required.
Pre-OJT IP VCS simulator must be identical to IP VCS in terms of operational functions, HMI, hardware, technology, architecture, software and modularity and system maintainability and management features.
- II.1.5) **Estimated total value**
- II.1.6) **Information about lots**
This contract is divided into lots: no
- II.2) **Description**
- II.2.3) **Place of performance**
NUTS code: RS Srbija/Србија / Serbia
Main site or place of performance:
Republic of Serbia, Belgrade, Air Traffic Control Centre (ATCC) Belgrade - Nikola Tesla Airport.
- II.2.4) **Description of the procurement:**

The subject of the Contract is the procurement and implementation of a IP VCS system.

Name and designation from the Common Procurement Vocabulary (CPV): 32573000-0 - Communications control system.

The Contracting Authority shall undertake to pay the total Contract price, in the following manner:

- A. Advance payment, in the amount of 10% of the total price of the goods
- B. Upon successful delivery and quantitative acceptance, 30% of the total value of goods, 100% of the price of design services, 100% of the price of training, 100% of the prices of factory acceptance testing
- C. Upon successful Site Acceptance Testing, 30% of the total value of goods, 100% of the price of installation and integration, 100% of the SAT price,
- D. Upon successful transition, 20% of the total value of the goods, 100% of the transition price,
- E. Upon successful Final Quality Acceptance (FQA), 10% of the total value of the goods, 100% of the price of support services during operational trial

The deadline for successful implementation of the SAT is 16 months, and for the final execution of all contractual obligations is 20 months, both calculated from the date of signing the Contract by both parties.

The warranty period is minimum 3 years counting from the date of successfully completed transition.

Requested bank guarantees:

- Advance payment guarantee,
- Performance bond,
- Defects Liability Guarantee and
- Bid Bond.

In the procurement procedure, the Bidder is obliged to meet the criteria for the qualitative selection of the business entity in terms of the grounds for exclusion, as follow:

1. FINAL JUDGMENT FOR ONE OR MORE CRIMINAL OFFENSES,
2. TAXES AND CONTRIBUTIONS,
3. OBLIGATIONS IN THE FIELD OF ENVIRONMENTAL PROTECTION, SOCIAL AND LABOUR LAW,
4. CONFLICT OF INTEREST,
5. INAPPROPRIATE INFLUENCE ON THE PROCEDURE and
6. ILLEGAL ACTIONS.

If the tenderer submits a tender with a subcontractor - none of the subcontractors may have the grounds for exclusion from the above-mentioned points from 1. to 5.

If a group of Tenderers submits a joint Tender, no Tenderer from the group may have grounds for exclusion from points 1. to 6.

MANNER OF OBTAINING THE TENDER DOCUMENTS

If interested eligible Bidders request delivery of the Tender Documents by express mail, they must send an Application for provision of the Tender Documents to the e-mail address rg.ipvcs@smatsa.rs , with the attached evidence of the remittance of a non-refundable fee. Application has to include name of the prospective Bidder and contact details of the person who will be official recipient of all the communication in the procurement procedure (contact person's name and surname, position in the company, address, e-mail and phone number). The Procuring entity bears no responsibility for the delivery in this case. The non-refundable fee amounts to one hundred (100) EUR, or the equivalent of the corresponding amount in RSD, which is determined using the

official middle exchange rate of the National Bank of Serbia valid on the day of publication of the Procurement Notice - International Invitation to Tender in the "Official Journal of the European Union".

Instructions for RSD payments:

- Recipient: Serbia and Montenegro Air Traffic Services SMATSA Llc
- Recipient's Bank: Banca Intesa AD, Beograd
- Account No.: 160-888-31
- Reference: Tender fee for SUS-IPVCS-2021

Instructions for EUR payment:

- Recipient: Serbia and Montenegro Air Traffic Services SMATSA Llc /RS35160005010001380863
- Recipient's Bank: DBDBRSBG; Banca Intesa AD, Beograd; Milentija Popovića 7B, Belgrade; Republic of Serbia
- Intermediary: BCITITMM ; Intesa Sanpaolo SpA, Milano, Italy
- Reference: Tender fee for SUS-IPVCS-2021.

If delivery of the Tender Documents by e-mail is requested, the documentation is free of charge.

II.2.5) Award criteria

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system

Duration in months: 20

This contract is subject to renewal: no

II.2.10) Information about variants

Variants will be accepted: no

II.2.11) Information about options

Options: no

II.2.13) Information about European Union funds

The procurement is related to a project and/or programme financed by European Union funds: no

II.2.14) Additional information

The Bidder submits the bid (original and one copy) in person or by mail to the address Serbia and Montenegro Air Traffic Services SMATSA Llc Belgrade, Trg Nikole Pašića 10, 11000 Belgrade, Republic of Serbia, marked with Bid for procurement and implementation of IP VCS system DO NOT OPEN. Along with the printed version, Bidders are required to submit an electronic version of the Bid PDF/USB stick.

Section III: Legal, economic, financial and technical information

III.1) Conditions for participation

III.1.2) Economic and financial standing

Selection criteria as stated in the procurement documents

III.1.3) Technical and professional ability

Selection criteria as stated in the procurement documents

III.2) Conditions related to the contract

III.2.3) Information about staff responsible for the performance of the contract

Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract

Section IV: Procedure

IV.1) Description

IV.1.1) Type of procedure

Open procedure

IV.1.3) Information about a framework agreement or a dynamic purchasing system

IV.1.8) Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: no

IV.2) Administrative information

IV.2.2) Time limit for receipt of tenders or requests to participate

Date: 14/03/2022

Local time: 10:00

IV.2.3) Estimated date of dispatch of invitations to tender or to participate to selected candidates

IV.2.4) Languages in which tenders or requests to participate may be submitted:

English

IV.2.6) Minimum time frame during which the tenderer must maintain the tender

Duration in months: 5 (from the date stated for receipt of tender)

IV.2.7) Conditions for opening of tenders

Date: 14/03/2022

Local time: 10:30

Place:

Serbia and Montenegro Air Traffic Services SMATSA Llc, Republic of Serbia, 11000 Belgrade, Trg Nikole Pašića 10

Information about authorised persons and opening procedure:

Opening procedure shall be conducted publicly, in the presence of not more than one representative of tenderer, and with mandatory compliance with epidemiological measures in the context of the COVID-19 Pandemic. The tenderer's representative will submit the authorization for participation in the tender opening procedure, issued by the Bidder in writing, at the beginning of the tender opening.

Section VI: Complementary information

VI.1) Information about recurrence

This is a recurrent procurement: no

VI.3) Additional information:

GROUNDS FOR EXCLUSION:

1. FINAL JUDGMENT FOR ONE OR MORE CRIMINAL OFFENSES -The business entity must prove that it and its legal representative in the period of the previous five years from the expiration of the deadline for submission of tenders, have not been convicted, unless the final judgment establishes another period of prohibition of participation in the procurement procedure.
2. TAXES AND CONTRIBUTIONS - the business entity must prove that it has paid the due taxes and contributions for compulsory social insurance or that it has been granted a deferral of debt payment, including all accrued interest and fines, by a binding agreement or decision, in accordance with a special regulation.
3. OBLIGATIONS IN THE FIELD OF ENVIRONMENTAL PROTECTION, SOCIAL AND LABOUR LAW- the business entity must prove that in the period of the previous two years from the expiration of the deadline for submission of the tenders, it has not violated the obligations under the Labour law in application of social and labour law, including collective agreements, and in particular the obligation to pay contracted wages or other compulsory payments, including obligations and national and international standards in the field of environmental protection, health and safety, as well as those contained in any relevant International Labour Organization (ILO) convention, and international agreements on environmental protection, and obligations in accordance with the provisions of international conventions listed in Annex 8 of the Law on Public Procurement.
4. CONFLICT OF INTEREST - the business entity must prove that there is no conflict of interest, in terms of the Law on Public Procurement, which cannot be remedied by other measures, as well as that there is no conflict

of interest in accordance with Article 1.5 of the Bank's Procurement Guide, which stipulates that a conflict of interest exists when a situation arises in which the Procuring entity's impartial and objective functions or respect for competition principles, prohibition of discrimination or equal treatment in the procurement procedure, or in performance of contracts, are jeopardized for reasons involving family members, emotional life, political affiliation or nationality, economic interests or any other common interests. The concept of conflict of interest covers any situation in which the employees of the Procuring entity who are involved in the conduct of the procedure or may influence the outcome of the procedure, have a direct or indirect, financial, economic or other personal interest that may be considered to compromise their impartiality and independence in the context of the procurement procedure, or performance of the contract.

5. INAPPROPRIATE INFLUENCE ON THE PROCEDURE - the business entity must prove that it did not try to exert an inappropriate influence on the decision-making process of the Procuring entity, or to obtain confidential information that could give it an advantage in the procurement procedure, or that it did not provide misleading information that may affect decisions concerning the exclusion of the business entity, the selection of the business entity or the award of a contract.

6. ILLEGAL ACTIONS - The business entity must prove and undertake that neither it, nor anyone, including its directors, employees, agents or subcontractors, if any, acting on his behalf with the appropriate authorization or with the knowledge or consent, or with its support, is not involved, nor will be involved in any illegal actions (as defined by the Bank) in connection with the procurement procedure or in the performance of any works, delivery of goods or performance of services, for the Procurement and implementation of IP VCS system and that he undertakes to notify the Procuring entity if any person from its organization responsible for ensuring compliance with this Statement, becomes aware of any such illegal actions.

VI.4) **Procedures for review**

VI.4.1) **Review body**

Official name: Republic Commission for Protection of Rights in Public Procurement Procedures

Postal address: 22 – 26 Nemanjina

Town: Belgrade

Postal code: 11000

Country: Serbia

VI.5) **Date of dispatch of this notice:**

19/01/2022