

National Tourism Organisation of Serbia

TENDER DOCUMENTATION
IN THE OPEN PROCEDURE
FOR PUBLIC PROCUREMENT OF SERVICES
DEVELOPMENT OF THE STRATEGIC TOURISM MARKETING PLAN OF THE
REPUBLIC OF SERBIA 2019-2024

NUMBER OPJN 8/2018

1- 45

January 2019

Pursuant to Articles 32 and 61 of the Public Procurement Law (“Official Gazette of RS”, Nos. 124/2012, 14/15 and 68/15, hereinafter referred to as: PPL), Article 2 of the Bylaw on mandatory elements of tender documentation in public procurement procedures and on the manner of demonstrating compliance with requirements, the Decision on initiation of the public procurement procedure No. 4809/1 of 28 December 2018 and the Decision on establishing the tender committee No. 4809/2 of 28 December 2018, Tender Documentation has been prepared for the public procurement of services: Development of the Strategic Tourism Marketing Plan of the Republic of Serbia 2019-2024:

TENDER DOCUMENTATION CONSISTS OF:

1. GENERAL INFORMATION ON THE PUBLIC PROCUREMENT
2. INFORMATION ON THE SUBJECT MATTER OF THE PUBLIC PROCUREMENT
3. TECHNICAL SPECIFICATIONS
4. REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT UNDER ARTICLES 75 AND 76 OF THE PUBLIC PROCUREMENT LAW AND INSTRUCTIONS FOR EVIDENCING COMPLIANCE WITH THE REQUIREMENTS
5. INSTRUCTIONS TO BIDDERS
6. FORMS AND STATEMENTS:
 - BID FORM (items 6-6.5);
 - STATEMENT OF COMPLIANCE WITH DUTIES UNDER APPLICABLE REGULATIONS (6.6);
 - INDEPENDENT BID STATEMENT FORM (6.7);
 - FORM OF BID PREPARATION COSTS (6.8);
 - STATEMENT OF REQUIRED HUMAN RESOURCE CAPACITY (6.9);
 - Annex 1;
 - Annex 1a;
 - Annex 1b;
 - Accompanying form
7. MODEL CONTRACT

1. GENERAL INFORMATION ON PUBLIC PROCUREMENT

Name of the Contracting Authority: National Tourism Organisation of Serbia

Address: 11000 Belgrade, No. 8 Cika Ljubina St.

Tax Identification Number: 101824761

Company ID No. 17062867

Internet address: www.serbia.travel

Type of public procurement procedure: open public procurement procedure

Subject matter of public procurement: Development of the Strategic Tourism Marketing Plan of the Republic of Serbia 2019-2024

Public procurement No: OPJN **8/2018**

Contact persons: Ljiljana Cerovic ljcerovic@serbia.travel, Tamara Pupovac tpupovac@serbia.travel, Vesna Ninic vninic@serbia.travel, Darja Butigan dbutigan@serbia.travel, Aleksandra Dolapcev adolapcev@serbia.travel, on weekdays (Monday through Friday), between 7:30 AM and 3:00 PM.

2. INFORMATION ON THE SUBJECT MATTER OF THE PUBLIC PROCUREMENT

Description of the subject matter of the public procurement, name and designation in the common procurement vocabulary:

The subject matter of public procurement is the procurement of the service: Development of the Strategic Tourism Marketing Plan of the Republic of Serbia 2019-2024.

Name and code in the Common Procurement Vocabulary: CPV: 79413000 –Marketing management consultancy services.

Tender Documentation shall be downloaded from the Public Procurement Portal: portal.ujn.gov.rs and from the website of the Contracting Authority <http://www.serbia.travel/about-us/about-us/public-tendering.562.html>.

The bid submission deadline expires on 30 May 2019 at 11:00 AM.

Indication that the procedure is conducted with the aim of entering into a public procurement contract

This procedure is conducted with the aim of entering into a public procurement contract. The contract shall be entered into with the bidder that is awarded the contract under the decision of the Contracting Authority.

3. TYPE, TECHNICAL SPECIFICATIONS, QUALITY, QUANTITY AND DESCRIPTION OF SUPPLIES, WORKS OR SERVICES, MANNER OF CONTROL AND PROVIDING QUALITY ASSURANCE

3.1. Legal framework

Under the Decision on initiation of the public procurement procedure No. OPJN 8/2018 of 28 December 2018, the National Tourism Organisation of Serbia, Belgrade, No. 8 Cika Ljubina St. initiated the procedure for the procurement of services of development of the Strategic Tourism Marketing Plan of the Republic of Serbia 2019-2024.

The Law on Tourism of the Republic of Serbia ("Official Gazette of RS", Nos. 36/2009, 88/2010, 99/2011 - other law, 93/2012, 84/2015, 83/2018 - other laws and 17/2019 - other law) prescribes the obligation to adopt the following planning documents:

- Tourism Development Strategy of the Republic of Serbia;
- Strategic Master Plan;
- Strategic Marketing Plan;
- Tourism Products Development Program;
- Tourism Development Program;
- Program of Promotional Activities

The planning documents specified in the Law on Tourism must be consistent with the Tourism Development Strategy of the Republic of Serbia.

The Tourism Development Strategy of the Republic of Serbia 2016-2025 was adopted in November 2016, and the **main objectives** of this Strategy are:

- 1) sustainable economic, environmental and social development of tourism in the Republic of Serbia;
- 2) strengthening competitiveness of the tourism industry and related activities in the domestic and international markets;
- 3) increase in the direct and total contribution of the tourism sector to the gross domestic product of the Republic of Serbia, as well an increase in direct and total employment in the tourism sector and its share in the total employment in the Republic of Serbia;
- 4) improvement of the overall image of the Republic of Serbia in the region, Europe and worldwide.

Pursuant to the Tourism Development Strategy of the Republic of Serbia 2016 - 2025, **the vision of tourism** of the Republic of Serbia until 2025 is the following:

- In 2025, the Republic of Serbia will become a globally recognised tourist destination as a result of the established system of development and sustainable resource management and coordination of activities of all stakeholders of importance for the development of tourism;
- Tourism and its related activities will become one of the dominant commercial sectors, effectively providing new added value and sustainable employment and contributing significantly to local and regional development;
- The tourism sector of the Republic of Serbia will be able to efficiently and flexibly adjust its offer to modern trends in the global tourism market and offer authentic experiences,

events and high-quality products, which will, coupled with the traditional hospitality, serve as a basis of recognition over competition;

- Tourism will become a leading promoter of the global image of the Republic of Serbia as a modern and desirable destination for leisure, holidays and business, playing a steady innovative part in the application of modern standards, new technologies and environmental protection;
- Given its continuous modernisation, acceptance and adoption of global standards and business and management models, tourism will become the preferred sector for employment and career development, particularly for young people;
- The Republic of Serbia will become a high-ranking and popular destination on the global competitiveness scale in tourism.

The Strategic Marketing Plan for the territory of the Republic of Serbia shall be adopted by the Serbian Government at the proposal of the line ministry.

According to the applicable Law on Tourism (Article 10), the Strategic Marketing Plan shall contain in particular:

- Analysis of the marketing system of the Republic of Serbia;
- Analysis of competitive marketing strategies;
- Marketing plan;
- Positioning of the Republic of Serbia as a tourist destination;
- Marketing plan of tourism products;
- Marketing plan of airline connections of the Republic of Serbia with strategic tourism markets;
- Mission and organization of the Serbian marketing system.

In accordance with the Strategic Marketing Plan, the autonomous province and local self-government unit shall adopt their own programs of promotional activities.

The Strategic Tourism Marketing Plan of the Republic of Serbia (STMPRS) **aims** to professionally define resources and attractions of the country and place them in a rounded, functional and sustainable system for integral promotion and commercialization, as well as to lead to the creation of internationally competitive tourism products and growth of the overall tourism economics of the Republic of Serbia in the long term.

Marketing objectives of the Republic of Serbia specified in the Tourism Development Strategy of the Republic Serbia include:

- Position the Republic of Serbia as a tourist destination on the world-wide tourism market;
- With maximum sales efforts, increase the number of foreign visitors by several times and increase domestic tourist influx in accordance with the capacity of the living standard in the Republic of Serbia;
- Establish and operationalise marketing system of the Republic of Serbia on the national and regional levels, as well as on the levels of towns and municipalities.

The need for a new tourism positioning of the Republic of Serbia is based on numerous parallel political, economic and social processes that characterise its current internal and external surroundings. It is based on the objectification of dominant factors that affect the overall success and speed of establishment of the Republic of Serbia as a tourist destination. The Republic of

Serbia is at the turning point of competitive positioning in the market and it is necessary to start branding the Republic of Serbia as a country, i.e. start creating a positive image of the Republic of Serbia in the global market.

Tourism branding is estimated as the easiest approach to creating a positive image of the Republic of Serbia, in order to successfully position the Republic of Serbia as a tourist destination as soon as possible and make it a recognizable tourism brand.

3.2. Development of the Strategic Tourism Marketing Plan of the Republic of Serbia 2019 - 2024

The aim of developing the Strategic Marketing Plan is to optimize marketing activities at the national level through a well-designed strategic approach that includes all instruments of the marketing mix. Therefore, the development of the Strategic Marketing Plan aims to define objectives, principles and mechanisms of continuous marketing activities.

It is necessary to define planning guidelines for implementing marketing activities that will lead to further growth of tourism performances in the Republic of Serbia, by analysing global trends in tourism markets, supply and demand conditions, competition, techniques and communication channels.

The Strategic Marketing Plan must contain detailed individual marketing activities, the purpose and objective of activities, guidelines for implementing activities, main bodies for implementing activities, implementation cost estimate with main cost elements, indication of priority level and implementation time frame.

3.2.1. Methodology

The contractor is to submit the description of the methodology and the time frame for the development of the Strategic Tourism Marketing Plan of the Republic of Serbia in stages.

All sources of information that will be used in the development of the Strategic Tourism Marketing Plan of the Republic of Serbia must be clearly specified.

The contractor is to provide a relevant and significant sample for all planned field surveys, which must be based on the number of completed, i.e. filled in questionnaires.

3.2.2. Development of the Strategic Marketing Plan at the level of the Republic of Serbia for the period from 2019 to 2024

The Strategic Tourism Marketing Plan of the Republic of Serbia is to be developed in three stages, within nine months from the date of entering into the contract, provided that the primary survey should last up to three months.

I stage: Current state analysis

1. Primary survey – Attitudes and behaviour of domestic and foreign tourists

The survey should cover: tourist characteristics, experience of visiting destinations in Serbia, information sources, purchasing methods, travel motives and characteristics, travel

costs, overall tourist satisfaction, type of accommodation, average expenditure during stay at destination, and all other matters deemed relevant by the contractor for developing the Strategic Tourism Marketing Plan of the Republic of Serbia.

2. Analysis of the tourism marketing system of the Republic of Serbia;
3. Analysis of marketing activities and results of implemented activities on the national level and the level of local self-government units (for priority destinations in accordance with the Tourism Development Strategy of the Republic of Serbia);
4. Analysis of target markets and market segments;
5. Analysis of a tourism product;
6. Analysis of distribution channels;
7. Analysis of airline connections of the Republic of Serbia with tourism markets;
8. Analysis of the image and positioning of Serbia as a tourist destination, i.e. tourism product of Serbia, as compared to competitive destinations;
9. Analysis of marketing strategies in competitive countries:
 - Defining competitive countries,
 - Analysing marketing strategies, or marketing activities, if the countries do not have a tourism marketing strategy,
 - Analysing results of implemented tourism marketing strategies and marketing activities in competitive countries.

II stage: Development of the Strategic Tourism Marketing Plan of the Republic of Serbia 2019-2024

Taking into account the principles, visions and strategic objectives and tasks set forth in the Tourism Development Strategy of the Republic of Serbia, within the Strategic Tourism Marketing Plan of the Republic of Serbia 2019-2024, it is necessary to define the following:

- 1. The vision of Serbia's tourism marketing**
- 2. Objectives of Serbia's tourism marketing**
- 3. Strategic Tourism Marketing Plan of the Republic of Serbia for the image and branding of Serbia, i.e. positioning of Serbia as a tourist destination:**
 - Defining the desired image in target market segments in accordance with the specificities and traits constituting Serbia's comparative advantage over competition, with the aim of defining messages that will be conveyed to markets through selected promotion channels;
 - Defining or redefining and enhancing the national tourism brand, evaluating the need to change Serbia's tourism logo and introduce slogans, proposing alternative solutions in accordance with communication channels and markets.
- 4. Strategic Tourism Marketing Plan of the Republic of Serbia for tourism products, target markets and target market segments:**
 - Identification of the marketing strategy that corresponds to the promotion of defined priority tourism products in the defined target tourist markets and target market segments, with the evaluation of their potential for future development;

- A detailed description of activities to be undertaken, objectives, necessary financial resources and key participants in implementation;
- The Strategic Marketing Plan should be aimed at attracting desired target markets and market segments by using the following strategies:
- Product Development and Improvement Strategy - creation and development of tourism products compliant with contemporary market trends in the target market, by using the concept of creation of new experiences for tourists
- Communication Strategy - development of the model of marketing activities for each defined priority product, according to the use of traditional and new, contemporary media and according to sales channels:
 - Defining an optimal Communication Strategy through appropriate communication channels, with a particular emphasis on the relationship between online and offline communication elements;
 - Detailed elaboration of the use of online and offline communication elements per target markets, target groups of consumers and main tourism products;
 - Clear definition of marketing tools and the method of their evaluation during the period of implementation of the Strategic Tourism Marketing Plan of the Republic of Serbia, and the necessary funds for the implementation of the plan;
- Sales Improvement Strategy – improving the efficiency of the distribution system, education at all levels, improving B2B and B2C communication.

5. The strategic marketing plan of airline connections of the Republic of Serbia with strategic tourism markets

- Identification of the marketing strategy that corresponds to the promotion of the existing airline connections in defined strategic target tourism markets and target market segments, with the evaluation of their potential for future development;
- Identification of the marketing strategies oriented towards establishing new airline connections in defined strategic target tourism markets and target market segments
- Detailed description of activities that should be undertaken, goals, necessary funding and key stakeholders in their implementation.

6. Recommendation and guidelines for improving the marketing system in Serbia

- Mission and organization of the marketing system of the Republic Serbia
- Digital transformation of the marketing system of the Republic of Serbia

III stage: Proposal of the operational marketing plan at the national level for the first year of implementation of the Strategic Tourism Marketing Plan of the Republic of Serbia

Taking into account all previously defined strategies, tactics and guidelines, the proposal of the operational marketing plan must contain the appropriate combination of marketing activities, necessary funds for their implementation and the proposal of stakeholders involved in the implementation of each activity, with the definition of implementation monitoring process.

In the event of amendments to the article of the Law on Tourism governing the content of the Strategic Tourism Marketing Plan of the Republic Serbia in the course of development of the Plan, the Contractor must align the Plan with the relevant provisions governing the Strategic Tourism Marketing Plan of the Republic of Serbia.

3.3. Deadlines for development and control of completed work

The Contracting Authority shall appoint a monitoring committee. Employees of the Tourism Organisation of Serbia, or the employees of the Contracting Authority, as well as persons delegated by the relevant key stakeholder institutions in the tourism of the Republic of Serbia, shall be appointed members of the monitoring committee.

For the purposes of control of performed work, a group e-mail shall be set up to enable communication between the Contracting Authority, the Contractor and committee members.

Deadlines for development in stages:

- Initial meeting of the Contracting Authority and contractor, immediately upon contract signing, to define in detail: stage execution deadlines, method of reporting and providing comments to the submitted parts of STMPRS;
- **Development of I stage:**
 - Primary survey – Attitudes and behaviour of domestic and foreign tourists (item 1, stage I) Communication with the Contracting Authority regarding the methodology, content of the survey and sample is necessary prior to the commencement of the survey. The deadline for the completion of the primary survey and submission of the results and analyses to the Contracting Authority for review and approval is 3 months. The Contracting Authority shall submit its objections and suggestions within two weeks, and the Contractor shall submit a response, i.e. document aligned with the Contracting Authority's suggestions within a week.
 - Development of the remaining items from I stage:
 - The Contractor shall set the deadline for development;
 - After the development of the document from this stage, the Contractor shall submit the document to the Contracting Authority for review and approval;
 - The Contracting Authority shall submit its objections and suggestions within two weeks, and the Contractor shall submit a response, i.e. document aligned with the Contracting Authority's suggestions within a week.
- **Development of II stage:**
 - The Contractor shall define the deadline for development;
 - After the development of the document from this stage, the Contractor shall submit the document to the Contracting Authority for review and approval;
 - The Contracting Authority shall submit its objections and suggestions within two weeks, and the Contractor shall submit a response, i.e. document aligned with the Contracting Authority's suggestions within a week.
- **Development of III stage:**
 - The Contractor shall define the deadline for development;
 - After the development of the document from this stage, the Contractor shall submit the

- document to the Contracting Authority for review and approval;
- The Contracting Authority shall submit its objections and suggestions within two weeks, and the Contractor shall submit a response, i.e. document aligned with the Contracting Authority's suggestions within a week.
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- **Development of the first draft of STMPRS:**
 - The Contractor shall define the deadline for development;
 - After the development of the document from this stage, the Contractor shall submit the document to the Contracting Authority for review and approval;
 - The Contracting Authority shall submit its objections and suggestions within two weeks, and the Contractor shall submit a response, i.e. document aligned with the Contracting Authority's suggestions within a week.

 - **Development of Draft STMPRS:**
 - The Contractor shall define the deadline for development;
 - After the development of the document from this stage, the Contractor shall submit the document to the Contracting Authority for review and approval;
 - The Contracting Authority shall submit its objections and suggestions within two weeks, and the Contractor shall submit a response, i.e. document aligned with the Contracting Authority's suggestions within a week.

 - **Development of the Final Draft of STMPRS:**
 - The final deadline for the development of STMPRS, i.e. for the submission of the final draft of STMPRS shall be no later than nine months from the date of entering into the contract.

The first draft of STMPRS, a draft of STMPRS and final draft of STMPRS must be submitted in Serbian in MS Word format, or in another format if deemed necessary by the Contractor. The final draft of STMPRS must also be submitted in English, and the presentation of the final version to the Contracting Authority is mandatory, as well as the development of STMPRS summary in Serbian and English.

The Contractor must assist the Contracting Authority to analyse the effects of STMPRS according to the methodology of the Public Policy Secretariat and prepare the necessary information for completing the Standard Methodology for Regulatory Impact Assessment Form (PFE form).

4. REQUIREMENTS FOR PARTICIPATION IN THE PROCEDURE AND INSTRUCTIONS FOR DEMONSTRATING COMPLIANCE WITH REQUIREMENTS

(Articles 75 and 76 of the Public Procurement Law)

4.1. Requirements for participation in the procedure under Articles 75 and 76 of the Public Procurement Law

The bidder shall be eligible for participation in the procedure if it complies with the mandatory participation requirements stipulated under Article 75 of PPL and additional requirements specified by the Contracting Authority pursuant to Article 76 of PPL.

Mandatory participation requirements (Article 75 of PPL):

1.	The bidder must be registered with the competent authority or entered in the relevant registry (Article 75, paragraph 1, item 1 of the Law)	
	Proof:	1.1. Excerpt from the Business Registers Agency evidencing bidder's registration, i.e. other appropriate documents if another body is competent for registration.
2.	The bidder and its legal representative have not been convicted of a criminal offence as members of an organized criminal group; they have not been convicted of economic offences, environmental offences, bribery or fraud. (Article 75, paragraph 1, item 2 of the Law)	
	Evidence:	<p align="center"><i>- Legal entity as a bidder:</i></p> <p>2.1. Criminal record certificate, i.e. certificate issued by the competent court and competent police department of the Ministry of the Interior, evidencing that the entity and its legal representative have not been convicted of any criminal offences as members of an organized criminal group, that they have not been convicted of economic offences, environmental offences, bribery or fraud.</p> <p align="center"><i>- Entrepreneur and individual as a bidder:</i></p> <p>2.2. Criminal record certificate, i.e. certificate issued by the competent police department of the Ministry of the Interior, that he has not been convicted of any criminal offence as a member of an organized criminal group, that he has not been convicted of economic offences, environmental offences, bribery or fraud.</p> <p><i>Note:</i> <u><i>Evidence must not be issued more than two months prior to bid opening.</i></u></p>

3.	Requirement	
	The bidder paid all due taxes and other public charges in accordance with the regulations of the Republic of Serbia or a foreign country, if its registered office is in the territory of a foreign country (Article 75, paragraph 1, item 4 of the Law)	
	Evidence:	<p>3.1. Confirmation/certificate issued by the Tax Administration of the Ministry of Finance evidencing that the bidder paid all due taxes and contributions.</p> <p>3.2. Certificates issued by the competent local self-government administration evidencing that the bidder settled its local public revenues liabilities.</p> <p><i>Note:</i> <u>Evidence must not be issued more than two months prior to bid opening.</u></p>

4.	Requirement	
	When preparing the bid, the bidder shall expressly indicate that it has complied with the duties under applicable regulations on occupational safety and health, employment and working conditions, environmental protection, as well as that there is no injunction in force at the time of submission of bids banning it from conducting business activities (Article 75, paragraph 2 of the Law)	
	Evidence:	<p>4.1. Signed and stamped statement of the bidder's responsible person (text of the statement contained in Form 2 which constitutes an integral part of the Tender Documentation)</p> <p><i>Note:</i> - If the bid is submitted by a consortium, all members of the consortium must give this statement.</p>

Additional participation requirements (Article 76 of PPL)

1.	<p>1. The bidder must have the required business capacity, namely:</p> <p>1.1. The bidder must have the relevant references pertaining to the development of strategic tourism marketing plans, i.e. that it developed at least three strategic tourism marketing plans of a destination (country, region, capital or city with at least one million inhabitants) between May 2014 and the date of bid submission.</p> <p>Evidence: Filled in reference list and filled in form - client's certificate (Annex 1 and Annex 1a);</p>
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	<p>If stamps are not used in the country of certificate issuer, instead of the form-certificate of execution of concluded contracts, the certificate must be submitted on the letterhead paper of the certificate issuer and it must contain all elements specified in the form – certificate of execution of concluded contracts (name of certificate issuer, country, address, company ID number, TIN, contract ref. no, date of contract, signature of authorized person).</p> <ul style="list-style-type: none">• The reference list cannot include work performed by the bidder as a subcontractor in another procurement.
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2.	<p>2. The bidder must have the required human resource capacity:</p> <p>2.1. A team of at least five persons with the appropriate experience, who will work on contract execution, one of whom will be the project leader, and the other four who will be members of the working team, must be employed or contracted by the bidder. The project leader should have at least ten years of experience in managing the development of at least three strategic tourism marketing plans of a destination (country, region, capital or city with at least one million inhabitants). Members of the working team should have at least five years of work experience and each of them should have developed at least three strategic tourism marketing plans (country, region, capital or city with at least one million inhabitants).</p> <p>Evidence:</p> <ul style="list-style-type: none">- Signed and stamped Bidder’s statement on employees or contract workers who will be engaged on contract execution and- Certificate of execution of concluded contracts (Annex 1b). <p>If stamps are not used in the country issuing the certificate, instead of the form-certificate of execution of concluded contracts, the certificate must be submitted on the letterhead paper of the certificate issuer and it must contain all elements specified in the form – certificate of execution of concluded contracts (name of certificate issuer, country, address, company ID number, TIN, contract ref. no, date of contract, signature of authorized person).</p>
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4.2. The bidder shall prove its compliance with mandatory requirements for participation laid down in Article 75, par. 1, items 1), 2), 4) of PPL by submitting the specified evidence.

The bidder must submit the statement (Form 6.6.) that it has complied with the duties under applicable regulations on occupational safety and health, employment and working conditions, environmental protection, as well as that there is no injunction in force at the time of submission of bids banning it from conducting business activities (Art. 75, par. 2 of PPL):

The bidder must submit statements and evidence specified in this chapter to prove compliance with additional requirements **under Article 76 of PPL**, which relate to required human resource and business capacity.

4.3. Requirements that must be complied with by subcontractors in accordance with Article 80 of the Law

The bidder must submit evidence of its subcontractors' compliance with mandatory requirements under Article 75, par. 1, items 1), 2), 4) of PPL, and they shall jointly comply with the additional requirements.

4.4. Requirements that must be complied with by each member of a consortium in accordance with Article 81 of the Law

Each bidder in a consortium must provide evidence of compliance with mandatory requirements under Article 75, paragraph 1, items 1), 2) and 4) of PPL, requirements under Article 75, par. 2 of PPL (text of the statement is in form 6.2). The bidders jointly comply with additional requirements in terms of business and human resource capacity.

Bidders are advised of the following:

Bidders registered in the Register Of Bidders kept by the Business Registers Agency do not have to provide evidence laid down in Article 75, par. 1, items 1), 2) and 4) of the Public Procurement Law, which is publicly available on the website of the Business Registers Agency, when submitting the bid. It will be sufficient that they provide a statement of the public availability of evidence in which they should specify the website of the competent body, i.e. clearly specify that they are entered in the register of bidders.

Submission of evidence of compliance with requirements laid down in Article 75, par. 1, item 5 of PPL is mandatory if such a permit is envisaged under a special regulation.

The Contracting Authority shall not reject a bid as unacceptable if it does not contain evidence required in the Tender Documentation if the bidder specifies the website where data requested within the requirements are publicly available.

Evidence of compliance with requirements may be submitted in uncertified copies, and prior to deciding on the contract award, the Contracting Authority may require the bidder whose bid has been evaluated as the most advantageous, to submit an original or a certified copy of some or all evidence for inspection.

If a bidder fails to submit the original or a certified copy of the required evidence for inspection within the given time limit, the Contracting Authority shall reject its bid as unacceptable.

Note: The bidder, i.e. the contractor must immediately notify the Contracting Authority in writing on any change pertaining to the compliance with requirements of the public procurement procedure, which occurs before passing of the decision or conclusion of the contract or during the term of the public procurement contract and must document such change in the stipulated manner.

Foreign bidders:

If any evidence under Article 77 of the Law is not issued in the country where the bidder is established, the bidder may, instead of that evidence, submit its own written statement, given under threat of perjury or fraud, certified by a judicial or administrative body, notary public or any other competent body of that country.

If the bidder is established in another country, the Contracting Authority may verify whether the documents used by the bidder to demonstrate compliance with the requirements are issued by the competent bodies of that country.

If the bidder's country does require the use of seal in commercial transactions, the bidder must sign the forms which are an integral part of this tender documentation and submit them on its letterhead paper.

5. INSTRUCTIONS TO BIDDERS

5.1. Language of bids

Tender Documentation shall be prepared in Serbian and English, while the public procurement procedure will be conducted in Serbian.

Bid opening minutes shall be drawn up in Serbian, and if foreign bidders submit their bid, the decision on contract award and the contract itself shall be drawn up both in Serbian and in English. If a question is asked in English, it must be translated and submitted in Serbian, as well.

Documents issued by the competent bodies of the bidder's country which are originally in a foreign language must be translated into Serbian by a sworn-in-court translator.

If the Contracting Authority in the course of bid examination and evaluation finds that a part of a bid submitted in another language should be translated into Serbian, it shall specify a deadline for the bidder to translate that part of the bid.

In the event of a dispute, the bid version and enclosed evidence translated into Serbian shall prevail.

A bid with enclosed documentation in a foreign language as required evidence without the original or a copy of a certified translation may be **rejected as unacceptable** due to a substantial deficiency under Article 106, paragraph 1, item 5 (a deficiency due to which it is impossible to determine the real content of the bid or compare it with other bids).

5.2. Special requirements in terms of the manner in which the bid must be drawn up

The bid must contain:

1. All parts of the bid form, completed, signed by the bidder and stamped (contained in Chapter 6 of the Tender Documentation, comprised of the following forms: 6/1- data on the bidder, 6/2 - bid submission method, 6/3 - data on the subcontractor, 6/4 - consortium member data, 6/5 – form of quotation with price structure, while parts 6/3 and 6/4 of the bid form do not have to be signed if the bidder submits the bid individually);
2. Evidence of compliance with mandatory and additional requirements under Article 75 of the Public Procurement Law (hereinafter referred to as: PPL) in the manner specified in the Tender Documentation for the bidder, for consortium members (if the bid is submitted by a consortium) and for the subcontractor (if execution of the procurement will partially be entrusted to a subcontractor), while the evidence that must be enclosed to the bid is specified in Chapter 4 of the Tender Documentation;
3. Statements contained in forms which constitute integral parts of the Tender Documentation, filled in, signed by the bidder and stamped (in Chapter 6 of the Tender Documentation), while the filling in and signing of the form *Bid Costs* is not mandatory;
4. Completed and signed model contract.

Cost of bid preparation and submission shall exclusively be borne by the bidder.

The Bidder cannot request the Contracting Authority to reimburse the costs of bid preparation.

5.3. Notification to bidders regarding the duty under Article 75, par. 2 of PPL

When preparing the bid, the bidder must expressly indicate that it has complied with the duties under applicable regulations on occupational safety and health, employment and working conditions and environment protection, as well as that there is no injunction in force at the time of submission of bids banning it from conducting business activities. The statement forms (for the bidder, consortium member and subcontractor) constitute an integral part of the Tender Documentation.

5.4. Preparation of bids

Bids must be prepared fully in accordance with the Public Procurement Law, the invitation to bid and Tender Documentation.

The bidder must submit the bid in writing.

The bid must be prepared in such a manner to allow determining of its actual content and comparing it with other bids. Otherwise, the bid will be rejected due to substantial deficiencies.

The bid shall be submitted in the forms contained in the Tender Documentation.

Forms and statements provided in the Tender Documentation must be filled in legibly by bidders, and the authorized person of the bidder must sign and stamp them.

If the bidder's country does not require the use of stamp in commercial transactions, the forms, statements and contract model which are an integral part of the Tender Documentation may be signed and submitted on letterhead paper by the bidder.

Potential errors made when filling in the forms in the Tender Documentation and corrected by ink deleter or in handwriting must be certified by a stamp and signature of the responsible person.

The bid must demonstrate compliance with mandatory and additional requirements, as well as special requirements of the Contracting Authority regarding the circumstances which determine the eligibility of the bid.

5.5. The manner of downloading of the Tender Documentation and bid submission deadline

Tender Documentation is available at:

- Public Procurement Portal portal.ujn.gov.rs;
- Website of the Contracting Authority: <http://www.serbia.travel/about-us/about-us/public-tendering.562.html>

A bidder shall submit its bid in person or by mail.

Regardless of the manner of bid submission, the bidder must ensure that the bid is delivered to the Contracting Authority's address by **30 May 2019 until 11:00 AM**.

Bids shall be submitted by registered mail or in person at the address: National Tourism Organisation of Serbia, No.8 Cika Ljubina St., Belgrade, 2nd floor, Financial Department. Bidders shall submit their bids in an envelope/box closed in such a manner to ensure that it is evident that their bids are opened for the first time during bid opening.

The bidder must glue the Accompanying Form (contained in Chapter 6 of the Tender Documentation) to the envelope/box, where it shall enter information indicating its exact name, address, telephone and fax numbers, electronic mail and name and surname of the contact person.

The bid which is not received by the Contracting Authority by the date and hour specified in this invitation shall be deemed untimely.

Upon completion of public opening of bids, the Contracting Authority shall return to

bidders untimely submitted bids unopened.

A bidder may only submit one bid. The bid submission deadline expires **on 30 May 2019** at 11:00 AM.

Place, time and method of bid opening: bid opening shall be public and it shall take place on **30 May 2019** at 11:15 AM in the National Tourism Organisation of Serbia, Belgrade, No. 8 Cika Ljubina St, first floor, meeting room.

Conditions under which the bidder's representatives may participate in the bid opening procedure:

The bid opening procedure may be actively attended only by authorised representatives of the bidder who must submit to the Contracting Authority's committee written powers of attorney for participation in bid opening prior to the commencement of the public bid opening, by which they demonstrate that they are authorized to participate in the procedure.

5.6. Method of modifying, supplementing and withdrawing the bid within the meaning of Article 87, par. 6 of the Law

At any time prior to the expiry of the bid submission deadline, a bidder may modify, supplement or withdraw its bid by submitting a written notice with the designation "Bid Modification", "Bid Supplementation" or "Bid Withdrawal" for the public procurement No. OPJN **8/2018**. The bidder shall clearly specify which part of the bid is subsequently modified, i.e. which documents are subsequently submitted. Upon the expiry of the bid submission deadline, the bidder cannot modify, supplement or withdraw its bid.

5.7. Notice to bidders that bid independently that they cannot at the same time be part of a consortium or bid as a subcontractor or be a member of multiple consortiums

A bidder that bids independently cannot at the same time be part of a consortium or bid as a subcontractor or be a member of multiple consortiums. The bidder must specify in the Bid Form how the bid is submitted, i.e. whether it bids independently, as a member of a consortium or as a subcontractor.

5.8. Bid with a subcontractor

The bidder who submits the bid with a subcontractor shall:

- Specify in the Bid Form the name and registered office of the subcontractor, percentage of the total procurement value that would be subcontracted, which may not exceed 50%, and part of the procurement subject matter that would be performed through a subcontractor;
- Provide evidence on compliance with the requirements in the manner stipulated in section 4.2 of the Tender Documentation for each of its subcontractors.

Should the contract be concluded between the Contracting Authority and the bidder who bids with a subcontractor, the subcontractor will be specified in the contract.

The chosen bidder shall be fully liable to the Contracting Authority for compliance with contractual obligations, irrespective of the number of its subcontractors.

The bidder shall allow the Contracting Authority, upon the latter's request, access to its subcontractor for the purpose of verifying compliance with eligibility requirements.

5.9. Joint Bid

A bid may be submitted by a consortium. A joint bid shall incorporate an agreement by which members of the consortium undertake in respect of one another and the Contracting Authority, to perform the public procurement. The agreement must include the following information:

- The lead member of the consortium who will submit the bid and who will represent the consortium vis-à-vis the Contracting Authority;
- A description of duties of each consortium member in contract execution.

Bidders who submit a joint bid shall bear unlimited joint and several liability towards the Contracting Authority.

5.10. Variant Bids

Variant bids are not allowed.

5.11. Bid validity period

Bid validity period cannot be shorter than **30 days** of the date of bid opening.

If a shorter period is specified, the bid shall be rejected due to a substantial deficiency. *(The validity period must be stated in the designated field in the Bid Form).*

5.12. Requirements in terms of payment methods and requirements

The Contracting Authority shall make payments to the Contractor in the following manner:

- 10% in advance,
- The remainder after the completion of work, upon receipt of invoice.

Deadline for payment cannot be shorter than 15 days or longer than 45 days, in accordance with the Law on the Deadlines for Settlement of Financial Liabilities in Commercial Transactions. The payment deadline is offered by entering it in the bid form.

5.13. Currency and indication and presentation of the price in the bid.

The bidder shall specify the price in the bid in RSD or foreign currency, EUR.

The price shall be stated inclusive and exclusive of value-added tax, inclusive of all costs incurred by the bidder in the execution of the said procurement.

If the price is specified in euros, for the purpose of bid comparison in bid evaluation procedure, amounts shall be translated to dinars at the middle exchange rate of the National Bank of Serbia for euro on the date of bid opening.

Payment to the domestic bidder who offered the price in euros shall be executed in dinar equivalent at the official middle exchange rate of the National Bank of Serbia on the date of invoicing.

Payments to foreign bidders shall be made in euros.

Prices shall be quoted in the form of quotation.

The Contracting Authority shall not allow for price increases and the quoted price shall be final.

If it considers a price quoted in a bid to be unusually low, the Contracting Authority shall act in accordance with Article 92 of PPL, i.e. it will demand a detailed explanation of all its integral parts it deems relevant.

All costs related to bid preparation and submission shall be borne by the bidder.

The bidder shall specify bid preparation costs in the dedicated form, which constitutes an integral part of the Tender Documentation, and which the bidder does not have to complete and sign.

5.14. Collateral

The bidder with whom the contract is entered into must furnish, when the contract is signed or within 15 days, a performance bond with clauses “irrevocable”, “unconditional” and “payable upon first demand without protest” in the amount equal to 10% of the contract price exclusive of value-added tax, which is valid 30 days after the time limit for full performance of the contractual obligation.

The performance bond may be executed by the Contracting Authority in the event of the selected Bidder’s default in the performance of its obligations under the public procurement contract.

The furnished performance bond may not include additional payment requirements, shorter deadlines than those specified by the Contracting Authority, amount lower than the one specified by the Contracting Authority or changed territorial jurisdiction for dispute resolution. Should the deadlines for the performance of the contractual obligation change during the term of the contract, the validity period of performance bonds must be extended.

In the event of joint bid submission, the collateral may be provided by any member of the consortium.

When submitting the performance bond, copies of the specimen signature cards of authorized persons of the bank that issued the bond shall also be enclosed.

In addition to the performance bond, the Contractor must furnish an advance payment bond, in the amount equal to 10% of the contract price exclusive of VAT.

When the contract is signed or within 15 days, the Contractor must furnish an advance payment bond with clauses “irrevocable”, “unconditional” and “payable upon first demand without protest” in the amount equal to 10% of the contract price exclusive of value-added tax, which is valid 30 after the time limit for full performance of the contractual obligation.

The Contracting Authority cannot pay any amount before receiving the required advance payment guarantee.

The furnished advance payment bond may not include additional payment requirements, shorter deadlines than those specified by the Contracting Authority, amount lower than the one specified by the Contracting Authority or changed territorial jurisdiction for dispute resolution.

The Contracting Authority shall execute the advance payment bond should the Contractor fail to perform its contractual obligations within deadlines and in the manner stipulated by the contract.

The Contracting Authority shall execute the advance payment bond in the event of non-performance, or partial default for which the advance is paid.

Should the deadlines for the performance of the contractual obligation change during the term of the contract, the validity period of the bank guarantee must be extended.

Costs of obtaining bank guarantees shall be borne by the Contractor.

5.15. Requesting additional information or clarification concerning bid preparation

An interested party may request, in writing, additional information from the Contracting Authority or clarifications concerning bid preparation, no later than 5 days prior to the expiry of

the bid submission deadline.

An interested party shall submit any such request for additional information or clarifications regarding bid preparation to the Contracting Authority's address: National Tourism Organisation of Serbia, Belgrade, 8 Cika Ljubina St. or email: Ljiljana Cerovic ljcerovic@serbia.travel, Tamara Pupovac tpupovac@serbia.travel, Vesna Ninic vninic@serbia.travel, Darja Butigan dbutigan@serbia.travel, Aleksandra Dolapcev adolapcev@serbia.travel, on weekdays (Monday through Friday), between 7:30 AM and 3:00 PM with the following subject line: Request for additional information or clarification of the Tender Documentation for the public procurement OPJN No. **8/2018**.

Requesting additional information or clarifications regarding bid preparation by telephone is not allowed.

The Contracting Authority shall publish the answer on the Public Procurement Portal and on its website, within 3 (three) days of receiving the request for additional information or clarifications of the Tender Documentation.

Communication in relation to additional information, clarifications and replies shall be carried out in writing, i.e. via mail, e-mail or fax. If the Contracting Authority or the bidder provides a public procurement document via email or fax, they shall demand of the other party to confirm the receipt of such document using the same means, which the other party shall be required to do where this is necessary as evidence of service.

5.16. Notice on the manner in which additional explanations may be requested from bidders after bid opening and in which bidders and their subcontractors may be controlled

During bid evaluation, the Contracting Authority may require bidders to provide additional explanations that will help it examine, evaluate and compare bids and may furthermore conduct controls of bidders and their subcontractors.

The Contracting Authority may, with the bidder's consent, correct arithmetic errors identified during bid examination after the bid opening procedure. In the event of a difference between the unit price and the total price, the unit price shall prevail.

If the bidder does not agree to such correction of arithmetic errors, the Contracting Authority shall reject its bid as unacceptable.

5.17. Bid evaluation

After bid evaluation, only the timely submitted bids fully compliant with the requirements in the Tender Documentation, i.e. bids which are appropriate and acceptable, will be taken into consideration. Inappropriate bids will not be taken into consideration and will be rejected.

5.18. Reasons for bid rejection

A bid shall be rejected if it:

- 1) is untimely,
- 2) contains material deficiencies,
- 3) is inappropriate,
- 4) restricts rights of the Contracting Authority,
- 5) imposes conditions on the exercise of rights of the Contracting Authority;
- 6) restricts bidder's obligations;
- 7) exceeds the estimated value of the public procurement.

5.19. Negative references

The Contracting Authority may reject a bid if it has evidence that, in the three years preceding the invitation to bid, the bidder:

- 1) Acted in violation of the ban imposed by Articles 23 and 25 of the Public Procurement Law;
- 2) Was responsible for distortion of competition;
- 3) Submitted inaccurate data in the bid or unjustifiably refused to enter into a public procurement contract after the contract had been awarded to it;
- 4) Refused to provide the evidence and security specified in the bid.

The Contracting Authority may reject a bid if it has evidence that the bidder had failed to comply with its obligations under previous public procurement contracts for identical supplies, in the three years preceding the invitation to bid.

The evidence may be the following:

- 1) A final court decision or a final decision of another competent body;
- 2) A document evidencing perfection of security in a public procurement procedure or enforcement of contractual obligations;
- 3) A document evidencing the payment of liquidated damages;
- 4) Customers' complaints, if not addressed within the agreed period;
- 5) Report by a competent authority of any works that were non-compliant with a design or contract;
- 6) Notice of contract termination due to non-compliance with material elements of the contract given in the manner and under the conditions provided for by the Law of Contracts and Torts;
- 7) Evidence of hiring persons not specified as subcontractors or consortium members to perform a Public Procurement Contract.
- 8) Other relevant evidence appropriate for the supplies in question relating to performance of obligations in previous public procurement procedures or under previous public procurement contracts.

The Contracting Authority may reject a bid if it has a final court decision or final decision of another competent body relating to a procedure conducted by another Contracting Authority or a contract entered into by another Contracting Authority if the supplies are identical.

5.20. Notifying the outcome of the procedure to bidders

The Contracting Authority must make a decision in connection with this public procurement within 25 days of the public bid opening. A contract award decision will be posted on the Public Procurement Portal and on the Contracting Authority's website within three days of its passing.

5.21. Criteria and elements of criteria for contract award

The Criterion for the evaluation of bids is the **“lowest price offered” - weighting 100 points.**

This criterion will be evaluated on the basis of the total quoted price exclusive of VAT. The maximum score based on this criterion will be assigned to the bid with the lowest quoted price exclusive of VAT. All other bidders will be assigned a proportionately lower score and their

bids will be ranked accordingly.

If two or more bids receive the same score, the more advantageous bid will be the one with the longer payment period. If bids still receive the same score, the selection will be made by draw.

5.22. Review complaint

The review complaint shall be submitted to the Contracting Authority, and a copy shall be submitted to the Republic Commission at the same time.

The review complaint may be filed throughout the public procurement procedure, against any action of the Contracting Authority, unless otherwise provided in this Law.

The review complaint that challenges the type of procedure, content of the invitation to bid or Tender Documentation shall be deemed timely if received by the Contracting Authority no later than seven days prior to the expiry of the bid submission deadline, while in case of low value public procurement or qualification procedures such complaints shall be considered timely if received by the Contracting Authority three days before the expiry of the bid submission deadline, regardless of the mode of their receipt, provided however that the complainant had previously notified any identified defects and irregularities in accordance with Article 63 paragraph 2 of the Law and the Contracting Authority failed to remedy them.

The review complaint that challenges actions undertaken by the Contracting Authority prior to the expiry of the bid submission deadline, but after the expiry of the deadline referred to in paragraph 3, Article 149 of PPL, shall be considered timely if submitted before the expiry of the bid submission deadline.

Paragraphs 3 and 4 of Article 149 of PPL shall not apply in the event of negotiated procedure without prior publication of a contract notice if the complainant or the party related to it has not participated in that procedure.

After the passing of the contract award decision, decision to enter into the framework agreement, decision on the recognition of qualification and the decision to terminate the procedure, the deadline for filing the review complaint shall be ten days of the publication of the respective decision on the Public Procurement Portal, or five days in the case of a low value public procurement procedure or in case of passing the contract award decision under a framework agreement in accordance with Article 40a of this law.

The review complaint may not challenge actions of the Contracting Authority undertaken in the public procurement procedure if the complainant was aware or should have been aware of the reasons for filing such a complaint prior to the expiry of the deadline for filing such a complaint referred to in paragraphs 3 and 4 of Article 149 of PPL and the complainant failed to file it prior to the expiry of that deadline.

If a review complaint is resubmitted by the same complainant in the same public procurement procedure, such complaint cannot dispute the actions of the Contracting Authority of which the complainant was aware or should have been aware at the time of filing of the previous complaint.

The review complaint shall not stay the activities of the Contracting Authority in the public procurement procedure in accordance with Article 150 of the Public Procurement Law.

The Contracting Authority shall post a notice on the filed review complaint on the Public Procurement Portal and its website no later than two days of the receipt of any review complaint, which contains the information required in the Annex 3N.

The review complaint shall be filed directly, via e-mail to vninic@serbia.travel and jbogdanovic@serbia.travel during the working hours of the Contracting Authority, on weekdays from Monday through Friday between 7:30 AM and 3:30 PM or by registered mail with a delivery

note to the following address: National Tourism Organisation of Serbia, Belgrade, No.8 Cika Ljubina St., with the indication of the subject matter and number of the public procurement. **If the review complaint is submitted via email, preferably this document should be provided as a scanned copy bearing the stamp and signature of the authorised officer of the bidder (complainant), and as an MS Word document, to enable more efficient handling of the complaint by the Contracting Authority (without having to retype the claims made in the complaint).**

Amount of the Fee

The complainant shall pay a fee to a dedicated budget account of the Republic of Serbia in the amount of:

- 1) **RSD 120,000** if the review complaint is submitted after bid opening and if the estimated value is not higher than RSD 120,000,000;
- 2) **RSD 120,000** if the review complaint is submitted prior to bid opening and if the estimated value is not higher than RSD 120,000,000; (Note: The estimated value of the relevant public procurement is lower than 120,000,000.00).

Payment of fee: link to the website of the Republic Commission for the Protection of Rights in Public Procurement Procedures:

<http://www.kjn.gov.rs/ci/uputstvo-o-uplati-republicke-administrativne-takse.html>

INSTRUCTIONS FOR PAYING THE FEE CHARGED ON FILING A REVIEW COMPLAINT

Under Article 151 of the Public Procurement Law, a review complaint must include, *inter alia*, a certificate on fee payment required in Article 156 of PPL.

The complainant shall pay the fee to the dedicated account of the budget Republic of Serbia in the amount set forth in Article 156 of PPL.

The following shall be acceptable as evidence of payment of the fee within the meaning of Article 151, paragraph 1, item 6) of PPL:

1. A certificate of payment of the fee required under Article 156 of PPL which contains the following elements:

- (1) It was issued by a bank and bears the stamp of the issuing bank;
- (2) Since it constitutes evidence of payment, it must contain information that the payment or transfer order was executed and the date on which it was executed. **** Republic Commission may examine the relevant statement of a recording account provided by the Treasury Administration of the Ministry of Finance and thus additionally verify the execution of the transfer order.***
- (3) The amount of fee as set out in Article 156 of PPL in respect of which the payment is executed;
- (4) Account number: 840-30678845-06;
- (5) Payment code: 153 or 253;
- (6) Reference number: data on the number or designation of the public procurement in respect of which the review complaint is filed;
- (7) Purpose: RC; the name of the Contracting Authority; number or designation of the public procurement in respect of which the review complaint is filed;
- (8) Recipient: budget of the Republic of Serbia;
- (9) Name of the payer, i.e. name of the person who filed the complaint in respect of which the payment is executed;

(10) Signature of the authorized officer of the bank.

2. **Payment order, first copy**, certified by the signature of the authorized officer and stamp of the respective bank or post office, which also contains all other elements from the certificate of payment referred to in item 1.
3. **Certificate issued by the Republic of Serbia, Ministry of Finance, Treasury Administration**, signed and stamped, which contains all other elements from the certificate of payment referred to in item 1, except elements under (1) and (10) which is issued to the complainants who have a sub account in the appropriate consolidated treasury account maintained by the Treasury Administration (budget beneficiaries, beneficiaries of funds of mandatory social insurance organisations and other public funds beneficiaries);
4. **Certificate issued by the National Bank of Serbia, which contains all elements from the certificate of payment referred to in item 1**, which is issued to complainants (banks and other entities) that have an account with the National Bank of Serbia in accordance with the law and other regulations.

Example of a properly filled in transfer order

<http://www.kjn.gov.rs/ci/uputstvo-o-uplati-republicke-administrativne-takse.html>

Payment of fee for filing the review complaint from abroad

Payment of fee for filing the review complaint from abroad may also be effected to the foreign exchange account of the Ministry of Finance – Treasury Administration:

BANK NAME AND ADDRESS:
NATIONAL BANK OF SERBIA (NBS)
11000 Belgrade, No. 17 Nemanjina St.
Serbia
SWIFT CODE: NBSRRSBGXXX
INSTITUTION NAME AND ADDRESS:
Ministry of Finance
Treasury Administration
No. 7-9 Pop Lukina St.
11000 Belgrade
IBAN: RS 35908500103019323073

NOTE: When making the payment, it is necessary to specify the following payment information - “details of payment” (FIELD 70: DETAILS OF PAYMENT):

- The number in the public procurement procedure in respect of which the review complaint is filed and the name of the Contracting Authority in the public procurement procedure.

Instructions for payments in EUR and USD are available at:

<http://www.kjn.gov.rs/sr/uputstvo-o-uplati-republicke-administrativne-takse.html>

The Contracting Authority shall post a notice of any review complaints it received on the Public Procurement Portal and its website within 2 days of receipt of each review complaint.

5.23. Deadline for entering into the public procurement contract

The Contracting Authority shall enter into the public procurement contract with the bidder to whom the contract is awarded within 8 days of the final date for filing review complaints.

If the bidder to whom the contract is awarded refuses to enter into the public procurement contract, the Contracting Authority may conclude the contract with the next most advantageous bidder.

5.24 Termination of the procedure

The Contracting Authority shall decide to terminate the public procurement procedure if the requirements for contract award within the meaning of PPL are not met.

In case of objective reasons it was not aware of and could not have reasonably been predicted at the time of initiation of the public procurement procedure and which prevent the initiated procedure from proceeding or which eliminate the need for the public procurement concerned, the Contracting Authority reserves the right to withdraw from the public procurement and pass a decision to terminate the procedure.

The Contracting Authority shall pass such a decision to terminate the procedure in writing and shall post it on the Public Procurement Portal and its website, in accordance with Article 109 of the Public Procurement Law.

6. FORMS AND STATEMENTS

BID FORM

PUBLIC PROCUREMENT OPEN PROCEDURE

NUMBER OPJN 8/2018

Pursuant to the Public Procurement Law, I hereby submit the following bid in the public procurement Development of the Strategic Tourism Marketing Plan 2019-2024, as follows:

Bid No. _____

Date: _____

(bidder enters its registration number and the date of bid preparation)

6.1.DATA ON THE BIDDER

Bidder		
Address	City/town	
	Street and number	
Bidder's company ID No.		
Tax identification number (TIN)		
Contact person		
Telephone, telefax no.		
E-mail address		
Account number and bank		
Bidder's company ID No.		
Person authorized to sign contracts		
Legal entity is classified as: <i>(To be filled only if the bidder is a legal entity)</i>	micro, small, medium-sized or large <i>(indicate bidder's classification)</i>	

6.2.I SUBMIT THE BID:

- A) Independently**
- B) With a subcontractor:**

- C) Joint bid with members of a consortium:**

(Circle the method in which the bid is submitted and specify names of subcontractors and all participants in the joint bid)

6.3. SUBCONTRACTOR DATA

1)	Subcontractor:	
	Address:	
	Company ID No.	
	Tax identification number (TIN):	
	Contact person	
	Percentage of the total value of the procurement carried out through a subcontractor	%
	Part of the subject matter of the procurement carried out through a subcontractor:	

2)	Subcontractor:	
	Address:	
	Company ID No.	
	Tax identification number (TIN):	
	Contact person	
	Percentage of the total value of the procurement carried out through a subcontractor	%
	Part of the subject matter of the procurement carried out through a subcontractor:	

The Table “Data on the Subcontractor” **shall be completed by only bidders that submit bids with subcontractors.**

In the event of multiple subcontractors, copy the form.

6.4. CONSORTIUM MEMBER DATA

1)	Participant in the joint bid:	
	Address:	
	Company ID No.	
	Tax identification number (TIN):	
	Contact person	

2)	Participant in the joint bid:	
	Address:	
	Company ID No.	
	Tax identification number (TIN)	
	Contact person	

3)	Participant in the joint bid:	
	Address:	
	Company ID No.	
	Tax identification number (TIN)	
	Contact person	

To be filled only by bidders who submit joint bids.

In case there are more consortium members, copy the form.

Note: The bidder shall enter the required information in blank fields in the bid form.

6.5. FORM OF QUOTATION WITH PRICE STRUCTURE

- Prices shall be specified in nominal dinar amounts or in EUR, exclusive and inclusive of value-added tax.

The bidder must fill in all fields in the Form of Quotation with Price Structure, otherwise the bid will not be eligible.

- The bidder makes the bid: **in RSD** in **EUR**
(Circle the currency in which the bid is made)

	Total offered price	RSD / EUR	
		Exclusive of VAT	Inclusive of VAT
1.	Services of development of the Strategic Tourism Marketing Plan of the Republic of Serbia 2019-2024		

- **DEADLINE FOR PAYMENT:** _____ (indicate)

Deadline for payment cannot be shorter than 15 days or longer than 45 days, in accordance with the Law on the Deadlines for Settlement of Financial Liabilities in Commercial Transactions

- **BID VALIDITY PERIOD:** _____ days of the date of bid opening.
(at least 30 days)

The bid must be completed, signed and stamped.

L.S.

BIDDER
- signature -

**6.6.STATEMENT OF COMPLIANCE WITH DUTIES UNDER
APPLICABLE REGULATIONS
OPJN No: 8/2018**

In connection with Article 75, paragraph 2 of the Public Procurement Law, **as the representative** of the bidder

..... ,

(bidder's name)

under threat of perjury or fraud, I hereby confirm that

the bidder named above has complied with the duties under applicable regulations on occupational safety and health, employment and working conditions, environmental protection, as well as that there is no injunction in force at the time of submission of bids banning it from conducting business activities (Article 75, par. 2 of the Law).

L.S. BIDDER
- signature -

Notes:

- 1. The statement must be signed. Otherwise, the bid shall be rejected.**
- 2. If the bid is submitted by a consortium, the statement must be signed and stamped by the responsible person of each consortium member.** In such event, the Bid Form should be copied/printed in the necessary number of copies.

6.7.INDEPENDENT BID STATEMENT

OPJN no. 8/2018

Pursuant to Article 26 of the Public Procurement Law and Article 2 of the Bylaw on mandatory elements of tender documentation in public procurement procedures and on the manner of demonstrating compliance with requirements, as the bidder _____, I hereby give the following

STATEMENT

Under threat of perjury or fraud, I confirm that I have submitted the bid independently in the public procurement procedure, open procedure, No. **8/2018**, without an agreement with other bidders or interested parties.

Notes:

In the event of reasonable doubt about the validity of the Independent Bid Statement, the Contracting Authority shall immediately notify the organization responsible for the protection of competition. The organization responsible for the protection of competition may impose a measure prohibiting participation in the public procurement procedure on the bidder or an interested party if it finds that the bidder or the interested party has violated competition in the public procurement procedure within the meaning of the law governing the protection of competition. Prohibition of participation in the public procurement procedure may be imposed for the period of up to two years. Violation of competition constitutes a negative reference within the meaning of Article 82, paragraph 1, item 2 of the Law.

If the bid is submitted by a consortium, the Statement must be signed by the authorized person of each bidder in the consortium and stamped.

L.S.

City/town _____

Date _____

Note:

- The statement must be signed. Otherwise, the bid shall be rejected.

BIDDER
- signature -

6.8.FORM OF BID PREPARATION COSTS

OPJN no. 8/2018

Pursuant to Article 88, paragraph 1 of the Public Procurement Law, we hereby declare that the Bidder,

(bidder's name)

had the following costs in the public procurement procedure:

No.	Description	Amount
1.		
2.		
	TOTAL:	

City/town _____

L.S.

BIDDER
- signature -

Date _____

Note:

- Submission of this statement is not mandatory!

The Bidder cannot request the Contracting Authority to reimburse bid preparation costs.

6.9.STATEMENT OF REQUIRED HUMAN RESOURCE CAPACITY

in the open public procurement procedure No. 8/2018

Under threat or perjury, as the representative of the bidder..... , I declare that at least 5 persons with the appropriate experience, who will be responsible for contract execution and the quality of delivered services, one of whom will be the project leader, and the other four who will be members of the working team, **are employed or contracted by the bidder.** The project leader has at least ten years of work experience in managing the development of strategic tourism marketing plans of a destination (country, region, capital or a city with at least one million inhabitants). Members of the working team have at least five years of work experience in the development of strategic tourism marketing plans of a destination (country, region, capital or a city with at least one million inhabitants).

	Name and surname	Delegated tasks (team leader/member)	Years of work experience
1.			
2.			
3.			
4.			
5.			

BIDDER

L.S.

- signature -

City/town_____, date:

Note:

- The statement must be signed.

Annex 1

LIST OF REFERENCES

from May 2014 to bid submission date

No.	Name of the Contracting Authority with which the contract was signed	Contract performance period	Name of the strategic marketing plan
1.			
2.			
3.			
4.			

City/town and date

Responsible person of the Bidder

Client's name	
State, city/town	
Company ID No., TIN	

C E R T I F I C A T E
OF EXECUTION OF CONCLUDED CONTRACTS

We hereby confirm that

_____ (*indicate bidder's name*), provided to
us the services of development of the strategic tourism marketing plan of the destination
_____.

on the basis of the contract No. _____ of _____ and that it fully
complied with all duties assumed under this contract, in accordance with the agreed quality and
deadlines.

This certificate is issued for the purpose of participating in the public procurement ordered
by the National Tourism Organisation of Serbia, No. 8/2018 and it cannot be used for other
purposes.

Accuracy of the information is attested by the signature affixed below by:

City/town and date:

L.S.

**Authorised person of
the Contracting Authority**

Client's name	
State, city	
Company ID No., TIN	

**C E R T I F I C A T E
O F E X E C U T I O N O F C O N C L U D E D C O N T R A C T S**

We hereby confirm that

_____ (indicate the name and surname of
team member/leader. It is mandatory to specify whether he/she is a team member or the team leader), provided the services of management/development of the strategic tourism marketing plan of the destination _____,

on the basis of the contract No. _____ of _____ and that it fully complied with all duties assumed under this contract in accordance with the agreed quality and deadlines.

This certificate is issued for the purpose of participating in the public procurement ordered by the National Tourism Organisation of Serbia, No 8/2018 and it cannot be used for other purposes.

Accuracy of the information is attested by the signature affixed below by:

City/town and date:

L.S.

**Authorised person
of the Contracting Authority**

ACCOMPANYING FORM
(complete and glue to the envelope/box)

Date and time of submission:
(filled by the Clerk's Office of
the Contracting Authority)

BID - DO NOT OPEN!

FOR THE PUBLIC PROCUREMENT OF SERVICES FOR THE DEVELOPMENT OF THE
STRATEGIC TOURISM MARKETING PLAN OF THE REPUBLIC OF SERBIA 2019-2024

NUMBER OPJN 8/2018

CONTRACTING
AUTHORITY:

NATIONAL TOURISM ORGANISATION OF SERBIA
NO. 8 CIKA LJUBINA ST.
11000 BELGRADE

BIDDER:

Name:

Address:

Telephone:

Telefax:

E-mail:

Name and surname of the contact person

MODEL CONTRACT

Notes:

- In the event of signing the contract with the bidder which has specified one or more subcontractors in its bid, all subcontractors must be specified in the contract.
- In the event of signing the contract with the bidders which submitted a joint bid, all participants in the joint bid must be specified in the contract.
- The content of the signed contract shall not differ from the content of the model contract.
- Bidders are required to complete, stamp and sign the model contract.

CONTRACTING PARTIES:

1. National Tourism Organisation of Serbia, Belgrade, No. 8 Cika Ljubina St., represented by Marija Labovic, acting director (hereinafter referred to as: the Contracting Authority), TIN 101824761, Company ID number: 17062867, account no. 840-194723-93 Treasury Administration
2. _____
with the registered office in _____,
street _____ represented
by _____, the director (hereinafter
referred to as: the Contractor), TIN _____,
Company ID number: _____, account no.
: _____, with _____
bank.
Hereinafter referred to as: the Parties

The Parties have agreed as follows:

- that the Contracting Authority, pursuant to the Public Procurement Law (“Official Gazette of RS”, Nos. 124/2012, 14/2015 and 68/2015) conducted the open public procurement procedure No. 8/2018, for the Development of the Strategic Tourism Marketing Plan of the Republic of Serbia 2019-2024
- that the Contractor submitted (independent/joint/with a subcontractor) the bid No. (to be copied from the bid), which is fully compliant with the specifications in the Tender Documentation, attached to the Contract and constitutes an integral part thereof;
- that the Contracting Authority concluded this Contract pursuant to Article 112 of the Public Procurement Law.

On the basis of the facts from the previous paragraph, this Contract shall constitute the entire rights and obligations between the Parties with respect to the subject-matter hereof.

SUBJECT MATTER

Article 1

The subject matter of the public procurement shall include delivery of the service: Development of the Strategic Tourism Marketing Plan of the Republic of Serbia 2019-2024.

The Strategic Tourism Marketing Plan of the Republic of Serbia 2019-2024 includes: defining objectives, principles and mechanisms of continuous marketing activities; defining planning guidelines for implementing marketing activities that will lead to further growth of tourism performances in the Republic of Serbia; detailed representation of individual marketing activities, purpose and objective of activities, guidelines for implementing activities, main bodies for implementing activities, implementation cost estimate with main cost elements, indication of priority level and implementation time frame.

Article 2

Tasks from Article 1 above in stages shall include:

I stage: Current state analysis

1. Primary survey – Attitudes and behaviour of domestic and foreign tourists
The survey should cover: tourist characteristics, experience of visiting destinations in Serbia, information sources, purchasing methods, travel motives and characteristics, travel costs, overall tourist satisfaction, type of accommodation, average expenditure during stay at destination, and all other matters deemed relevant by the Contractor for developing the Strategic Tourism Marketing Plan of the Republic of Serbia.
2. Analysis of the tourism marketing system of the Republic of Serbia;
3. Analysis of marketing activities and results of implemented activities on the national level and the level of local self-government units (for priority destinations in accordance with the Tourism Development Strategy of the Republic of Serbia);
4. Analysis of target markets and market segments;
5. Analysis of a tourism product;
6. Analysis of distribution channels;
7. Analysis of airline connections of the Republic of Serbia with tourism markets
8. Analysis of image and positioning of Serbia as a tourist destination, i.e. tourism product of Serbia, as compared to competitive destinations;
9. Analysis of marketing strategies in competitive countries:
 - Defining competitive countries,
 - Analysing marketing strategies, or marketing activities, if the countries do not have a tourism marketing strategy,

- Analysing results of implemented marketing tourism marketing strategies and marketing activities in competitive countries.

II stage: Development of the Strategic Tourism Marketing Plan of the Republic of Serbia 2019-2024

Taking into account the principles, visions and strategic objectives and tasks set forth in the Tourism Development Strategy of the Republic of Serbia, within the Strategic Tourism Marketing Plan of the Republic of Serbia 2019-2024, it is necessary to define the following:

1. The vision of Serbia's tourism marketing
2. Objectives of Serbia's tourism marketing
3. Strategic Tourism Marketing Plan of the Republic of Serbia for the image and branding of Serbia, i.e. positioning of Serbia as a tourist destination:
 - defining the desired image in target market segments in accordance with the specificities and traits constituting Serbia's comparative advantage over competition, with the aim of defining messages that will be conveyed to markets through selected promotion channels;
 - defining or redefining and enhancing the national tourism brand, evaluating the need to change Serbia's tourism logo and introduce slogans, proposing alternative solutions in accordance with communication channels and markets
4. Strategic Tourism Marketing Plan of the Republic of Serbia for tourism products, target market and target market segments:
 - identification of the marketing strategy that corresponds to the promotion of defined priority tourism products in the defined target tourist markets and the target market segments, with the evaluation of their potential for development in the future;
 - a detailed description of activities to be undertaken, objectives, necessary financial resources and key participants in implementation;
 - the Strategic Marketing Plan should be aimed at attracting desired target markets and market segments by using the following strategies:
 - Product Development and Improvement Strategy - creation and development of tourism products compliant with contemporary market trends in the target market, by using the concept of creation of new experiences for tourists
 - Communication Strategy - development of the model of marketing activities for each defined priority product, according to the use of traditional and new, contemporary media and according to sales channels:
 - Defining an optimal Communication Strategy through appropriate communication channels, with a particular emphasis on the relationship between online and offline communication elements;
 - detailed elaboration of the use of online and offline communication elements per target markets, target groups of consumers and main tourism products;
 - clear definition of marketing tools and the method of their evaluation during the period of implementation of the Strategic Tourism Marketing Plan of the Republic of Serbia, and the necessary funds for the implementation of the plan;

- Sales Improvement Strategy - improving the efficiency of the distribution system, education at all levels, improving B2B and B2C communication.
5. The strategic marketing plan of airline connections of the Republic of Serbia with strategic tourism markets
 - Identification of the marketing strategy that corresponds to the promotion of the existing airline connections in defined strategic target tourism markets and target market segments, with the evaluation of their potential for future development;
 - Identification of the marketing strategies oriented towards establishing new airline connections in defined strategic target tourism markets and target market segments
 - Detailed description of activities that should be undertaken, goals, necessary funding and key stakeholders in their implementation.
 6. Recommendation and guidelines for improving the marketing system in Serbia
 - Mission and organization of the marketing system of the Republic Serbia
 - Digital transformation of the marketing system of the Republic of Serbia

III stage: Proposal of the operational marketing plan at the national level for the first year of implementation of the Strategic Tourism Marketing Plan of the Republic of Serbia

In this stage, it is necessary to define in the proposal of the operational marketing plan the appropriate combination of marketing activities, necessary funds for their implementation and the proposal of stakeholders involved in the implementation of each activity, with the definition of implementation monitoring process.

RIGHTS AND OBLIGATIONS OF THE PARTIES

Article 3

The Contractor shall undertake to perform the tasks specified in Article 2 hereof professionally, timely and in accordance with the rules of the profession, within nine months of the date of signing hereof, within which it must submit the Final version of the Draft Strategic Tourism Marketing Plan of the Republic of Serbia to the Contracting Authority.

Article 4

The development of the Strategic Tourism Marketing Plan of the Republic of Serbia 2019-2024 shall be executed in three stages.

The Contractor shall conduct the primary survey in the first stage, within 3 months, after consultations with the Contracting Authority.

Article 5

The Contracting Authority and the Contractor shall undertake, immediately upon signing hereof, to specify in writing stage execution deadlines, methods of reporting and providing comments to the submitted parts of the Strategic Tourism Marketing Plan of the Republic of Serbia, and to carry out consultations relating to the methodology, content of the survey, size and evaluation of samples of the primary survey and the manner of submission of the results and

analyses to the Contracting Authority for review and approval.

Article 6

The Contracting Authority shall appoint a monitoring committee.

Employees of the Tourism Organisation of Serbia, as well as persons delegated by the relevant key stakeholder institutions in the tourism of the Republic of Serbia, shall be appointed members of the monitoring committee.

For the purposes of control of performed work, a group e-mail shall be set up to enable communication between the Contracting Authority, the Contractor and committee members.

Article 7

The Contractor is to submit the description of the methodology and the time frame for the development of the Strategic Tourism Marketing Plan of the Republic of Serbia in stages.

All sources of information that will be used in the development of the Strategic Tourism Marketing Plan of the Republic of Serbia must be clearly specified.

The Contractor is to provide a relevant and significant sample for all planned field surveys, which must be based on the number of completed, i.e. filled in questionnaires.

Article 8

The Contractor shall set the deadline for development of documents per individual stages. Upon completion of each stage, the Contractor shall prepare a document and submit it to the Contracting Authority for review and approval.

The Parties mutually agree that the Contracting Authority shall submit its objections and suggestions to the Contractor regarding the document referred to in paragraph 1 above within two weeks, and the Contractor shall submit a response, i.e. document aligned with the Contracting Authority's suggestions within a week.

Article 9

The First Draft of the Strategic Tourism Marketing Plan of the Republic of Serbia must be submitted by the Contractor to the Contracting Authority, for revision and approval, in Serbian in MS Word format, as well as in other formats if deemed necessary by the Contractor.

The Draft of the Strategic Tourism Marketing Plan of the Republic of Serbia must be submitted by the Contractor to the Contracting Authority, for revision and approval, in Serbian in MS Word format, as well as in other formats if deemed necessary by the Contractor.

The Final Draft of the Strategic Tourism Marketing Plan of the Republic of Serbia must be submitted by the Contractor to the Contracting Authority, for revision and approval, in Serbian and English in MS Word format, and the presentation of the final version to the Contracting Authority shall be mandatory, as well as the development of the summary of the Strategic Tourism Marketing Plan of the Republic of Serbia in Serbian and English, as well as in other languages if deemed necessary by the Contractor.

Article 10

The Contractor undertakes to assist the Contracting Authority to analyse the effects of the Strategic Tourism Marketing Plan of the Republic of Serbia according to the methodology of the Public Policy Secretariat and prepare the necessary information for completing the Standard Methodology for Regulatory Impact Assessment Form (PFE form).

Article 11

In the event of amendments to the article of the Law on Tourism governing the content of the Strategic Tourism Marketing Plan of the Republic Serbia in the course of development of the Plan, the Contractor must align the Plan with the relevant provisions governing the Strategic Tourism Marketing Plan of the Republic of Serbia.

QUALITY AND QUALITY CONTROL

Article 12

The Contractor must guarantee professionalism and quality of rendered services and tasks constituting the subject matter of this public procurement.

Quality control shall be performed by the professional services of the Contracting Authority. Deficiencies identified in service delivery must be remedied by the Contractor immediately or as soon as possible as of the moment poor quality of service delivery has been identified.

COPYRIGHTS

Article 13

The Contractor shall guarantee that all copyrights and related rights are exclusively assigned to the Contracting Authority.

The contract price provided for in Article 14 of this Contract constitutes the entire compensation to the Contractor and the Contractor waives any further claims arising from copyright and related rights.

PRICE

Article 14

Contract price:

	Total offered price	RSD / EUR	
		VAT excluded	VAT included
1.	Development of the Strategic Tourism Marketing Plan of the Republic Serbia 2019-2024		

Total contract price RSD/EUR _____, VAT excluded.

Total contract price RSD/EUR _____, VAT included.

COLLATERALS

Article 15

A performance bond shall be the financial instrument put up by the Contractor to ensure compliance with its obligations and potential damage compensation. It shall be furnished to the

Contracting Authority when the contract is signed or within 15 days.

The performance bond must be unconditional, irrevocable and payable upon first demand without protest.

The furnished performance bond shall not contain additional payment requirements, shorter deadlines than those established by the Contracting Authority, amount lower than the one established by the Contracting Authority or changed territorial jurisdiction for dispute resolution.

The Contractor shall furnish a performance bond in the amount equal to 10% of the contract price (exclusive of VAT).

The performance bond shall be valid 30 days after the time limit for full performance of the contractual obligation. Should the deadlines for the performance of the contractual obligation change during the term of the contract, the validity period of performance bonds must be extended.

When submitting the performance bond, copies of the specimen signature cards of authorized persons of the bank that issued the bond shall also be enclosed.

Article 16

In addition to the performance bond, the Contractor must furnish an advance payment bond, in the amount equal to 10% of the contract value exclusive of VAT.

When the contract is signed or within 15 days, the Contractor must furnish an advance payment bond with clauses “irrevocable”, “unconditional” and “payable upon first demand without protest” in the amount equal to 10% of the contracted price exclusive of value-added tax, which is valid 30 days after the time limit for full performance of the contractual obligation.

The Contracting Authority cannot pay any amount before receiving the required advance payment guarantee.

The furnished advance payment bond may not include additional payment requirements, shorter deadlines than those specified by the Contracting Authority, amount lower than the one specified by the Contracting Authority or changed territorial jurisdiction for dispute resolution.

The Contracting Authority shall execute the advance payment bond should the Contractor fail to perform its contractual obligations within deadlines and in the manner stipulated by the contract.

The Contracting Authority shall execute the advance payment bond in the event of non-performance, or partial default for which the advance is paid.

Should the deadlines for the performance of the contractual obligation change during the term of the contract, the validity period of the bank guarantee must be extended.

Costs of obtaining bank guarantees shall be borne by the Contractor.

Article 17

If the Contractor fails to ensure and submit the performance bond, or the advance payment bond to the Contracting Authority within the agreed period, the contract shall not enter into force (suspensive condition), and the Contracting Authority shall reserve the right to enter into contract with the next best-ranked bidder.

Article 18

In the event that services are not delivered in full compliance herewith, the Contracting Authority shall be entitled to execute the submitted performance bond or the advance payment bond.

Execution of collateral shall not preclude the right of the Contracting Authority to claim

damages.

TERMS OF PAYMENT

Article 19

The Contracting Authority shall pay the contract price referred to in Article 14 hereof, as follows:

- 10% in advance, upon entering into contract and receiving a proforma invoice
- the remainder after the completion of work, upon receipt of invoice

The invoice shall be paid within days.

Article 20

Payment to the domestic bidder who offered the price in euros shall be executed in dinar equivalent at the official middle exchange rate of the National Bank of Serbia on the date of invoicing.

Payments to foreign bidders shall be made in euros.

FUNDS FOR CONTRACT EXECUTION

Article 21

Funds for execution hereof are provided by the Budget Law for 2019 and the Financial Plan of the Contracting Authority for 2019.

Due liabilities incurred in 2018 shall be paid based on the level of payment appropriations approved for that purpose in the law governing the budget for 2019.

Execution of the part of the contract related to 2020 shall depend on funds earmarked for this purpose in the law governing the budget for 2020, or the Financial Plan for 2020. Otherwise, the contract shall be terminated and the Contracting Authority shall not be held liable for damages due to its inability to perform and pay its liabilities hereunder.

TERMINATION OF CONTRACT

Article 22

The Contracting Authority shall be entitled to terminate the Contract unilaterally at any time and without notice should the Contractor fail to perform its liabilities in a quality and professional manner and/or violate the provisions hereof in the course of its execution.

TRANSITIONAL AND FINAL PROVISIONS

Article 23

Each party guarantees and confirms that it concludes this Contract freely without violating the rights of third parties, that its trademarks or brands do not infringe the rights of third parties, and that it will cooperate with the other Party and comply with all applicable regulations and good business practices applicable to this type of work.

Article 24

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

Article 25

All matters that have not been regulated hereunder shall be subject to the Public Procurement Law and the Law on Contracts and Torts of the Republic of Serbia, in the part which is not contrary to the imperative provisions of PPL.

Article 26

Contracting Parties shall endeavour to settle any disputes arising in connection herewith by mutual agreement. If no agreement is reached, the matter shall be referred for settlement to a court of competent jurisdiction in Belgrade.

Article 27

This Contract shall be executed in four (4) original copies, with two (2) original copies for each Party.

For the Contractor
DIRECTOR

For the Contracting Authority
ACTING DIRECTOR

Marija Labovic

.....End of
translation.....

I, the undersigned sworn-in court translator, certify hereby that this translation into English is fully true to the original text written in the Serbian language. Decision on appointment No. 740-06-1977/08-03 of 26 November 2008 issued by the Ministry of Justice of the Republic of Serbia. Belgrade, 18 April 2019

Sandra Jevericic
Sworn Court Translator for English