

National Tourism Organisation of Serbia

**TENDER DOCUMENTATION
FOR PUBLIC PROCUREMENT
OF PUBLIC RELATIONS SERVICES ON THE UNITED STATES OF AMERICA MARKET
Small value public procurement**

NUMBER 04/2018

1- 35

April 2018

Pursuant to Article 32 of the Public Procurement Law (“Official Gazette of RS”, Nos. 124/2012, 14/15 and 68/15, hereinafter referred to as “the Law”), Article 2 of the Bylaw on Mandatory Elements of Tender Documentations in Public Procurement Procedures and the Manner of Demonstrating Compliance with the Requirements, the Decision on Initiation of the Public Procurement Procedure No: 1069/1 dated 29.03.2018. and the ruling on formation of the public procurement committee No: 1069/2 dated 29.03.2018., the Tender Documentation has been prepared for public procurement of public relations services for the needs of the National Tourism Organisation of Serbia.

THE TENDER DOCUMENTATION CONTAINS:

1. GENERAL INFORMATION ON PUBLIC PROCUREMENT
2. INFORMATION ON SUPPLIES
3. TECHNICAL SPECIFICATIONS
4. REQUIREMENTS FOR PARTICIPATION IN THE PROCEDURE AND INSTRUCTIONS FOR EVIDENCING COMPLIANCE WITH THE REQUIREMENTS
5. INSTRUCTIONS TO BIDDERS
6. FORMS AND STATEMENTS:
 - BID FORM (items 6-6.5);
 - FORM OF COSTS OF PREPARATION OF BID;
 - FORM OF STATEMENT OF INDEPENDENT BID;
 - STATEMENT OF COMPLIANCE WITH DUTIES UNDER APPLICABLE REGULATIONS;
 - STATEMENT FORM OF BIDDER’S COMPLIANCE WITH REQUIREMENTS UNDER ARTICLE 75 OF PPL;
 - STATEMENT OF REQUIRED OPERATING CAPACITY;
 - STATEMENT OF REQUIRED HUMAN RESOURCE CAPACITY;
 - Reference List;
 - Certificate of Execution of Concluded Contracts;
 - Enclosed Form.
7. MODEL CONTRACT

1. GENERAL INFORMATION ON PUBLIC PROCUREMENT

1.1 Name, address and website of the Contracting Authority

Contracting Authority: National Tourism Organisation of Serbia (NTOS)
Address: Belgrade, Cika Ljubina 8
TIN: 101824761
Company ID number: 17062867
Website: www.serbia.travel

1.2 Type of public procurement procedure

This public procurement is conducted as a small value public procurement.

The Call for Bids was posted on the Public Procurement Portal and on the Contracting Authority's website.

Bids will be opened on April 16 2018 at 11.15 AM in the offices of the Contracting Authority.

1.3 Supplies

This public procurement is for public relations services on the United States of America market for the needs of the National Tourism Organisation of Serbia.

1.4 Statement indicating the procedure is conducted for the purpose of signing a Public Procurement Contract

This procedure is conducted for the purpose of signing a Public Procurement Contract. Contracts will be concluded with those bidders that are awarded the contract under a decision of the Contracting Authority.

1.5 Contact persons

Zorica Jovanov, zjovanov@serbia.travel, Aneta Uskoković, auskokovic@serbia.travel, Jelena Bogdanović, jbogdanovic@serbia.travel, working days (Monday-Friday), in the period from 7.30 to 15.00.

2. INFORMATION ON SUPPLIES

2.1 Description of supplies, designation and mark in the Common Procurement Vocabulary

This public procurement is for public relations services on the United States of America market for the needs of the National Tourism Organisation of Serbia, **CPV: 79416000**

3. TECHNICAL SPECIFICATIONS

1. Specification of services

This public procurement is for public relations services for the needs of the National Tourism Organisation of Serbia for the **UNITED STATES OF AMERICA** market. Procurement of public relations services will be performed partially, by separate activities / projects.

The Bidder must successfully complete the following tasks for the needs of the Contracting Authority:

1. COOPERATION WITH MEDIA

- Editing and media placing of promotional texts and press releases, with contents and photographs promoting tourism in Serbia, as well as other information of interest for the UK market;
- Assistance to the media when publishing articles about Serbia - cooperation with the media in the preparation of articles and reports in terms of providing the necessary information, proposing topics to be processed, establishing contacts, in cooperation with NTOS, with relevant persons that would be quoted in the articles, selection and sending photos from the NTOS archive;
- Monthly reporting to the NTOS on published articles/reports/newsletters in media related to tourism in Serbia with Advertising Value Equivalent (AVE) and information on circulation and readership/number of viewers/number of listeners.

2. ORGANISING OF TWO GROUP AND TWO INDIVIDUAL STUDY VISITS OF MEDIA REPRESENTATIVES

- In cooperation with the NTOS, determination of the topic of each study visit, the programme/itinerary and the time of the visit, inviting media representatives/photographers to visit Serbia, monitoring the results of the conducted visit and reporting to the NTOS on the results and further proposed activities related to the visit.
- Monitoring of the effects of a study visit in terms of reporting to NTOS on published articles/reports/ media coverage.

3. ORGANISING ONE PROMOTIONAL EVENT IN CHICAGO

- Assistance with choosing and renting a venue for the presentation/promotional event, assistance with technical support (AV) and catering, inviting media and/or trade and opinion makers to the event, assisting in finding sponsors, preparation of the promotional material to be distributed to media/trade, moderation of the event, reporting to the NTOS on attendance and on outcomes.

Quality guarantee: The bidder must guarantee for the professionalism and quality of its services.

Service quality control

Quality of the services will be controlled by the Contracting Authority. If any defects are identified

in the services, the Contractor shall remedy such deficiencies without delay or as soon as possible after the services are found to be deficient in quality.

**4. REQUIREMENTS FOR PARTICIPATION IN THE PROCEDURE AND
INSTRUCTIONS FOR EVIDENCING COMPLIANCE WITH THE REQUIREMENTS
(Articles 75 and 76 of the Public Procurement Law)**

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

The bidder is eligible for participation in the procedure if it complies with the mandatory requirements for participation in the procedure stipulated under Article 75 of PPL and additional requirements stated by the Contracting Authority on the basis of Article 76 of PPL.

4.1 Obligatory terms

1) that it is registered with the competent authority, i.e. entered in the appropriate register (Article 75 paragraph 1, point) of the Law);

2) that it or its legal representative have not been convicted of any criminal acts as members of an organised criminal group; that it has not been convicted for commercial crimes, crimes against the environment, the offense of receiving or giving bribes, the crime of fraud (Article 75 paragraph 1, point 2) of the Law);

3) that it has paid due taxes, contributions, and other public charges in accordance with the regulations of the Republic of Serbia or a foreign country if its registered address is in its territory (Article 75 paragraph 1, point 4) of the Law);

Evidence: Statement by which the bidder confirms, under penalty of perjury, that it meets all these requirements.

4) In making its bid, a bidder is required to state explicitly that it has complied with all obligations derived from applicable regulations on safety at work, employment and working conditions, the environmental protection, as well as that no prohibition for its carrying out the activity is in force at the time of submission of the bid (Article 75 paragraph 2 Of the Law).

Evidence: Statement by which the bidder confirms, under penalty of perjury, that it meets all these requirements.

4.2 Additional requirements for participation in the procedure (Article 76 of PPL):

The bidder must have the required operating capacity, including:

1. Head office registered on the territory of the United States of America

Evidence: Bidder's Statement

2. Relevant references, i.e. the experience in providing PR services in the tourism field, meaning that the bidder in the previous five years has concluded minimum of five contracts on provision of public relations services to various national/regional/city tourism organisations or other relevant public entities for tourism promotion

Evidence: Filled reference list and form – certificate of execution of concluded contracts

A valid contract will not be recognized for the provision of public relations services to a smaller territorial unit if the contract for the provision of the same services in the same period exists at the level of the larger territorial unit to which the smaller unit belongs.

The bidder must have the required human resource capacity:

1. The bidder must engage in execution of the contract minimum two key employees with minimum three years of relevant work experience in public relation activities in the field of tourism.

Evidence: The Statement on Key Staff with phone numbers and e-mail addresses, signed and certified by a stamp.

The bidder must individually comply with the additional requirements if it submits a bid individually or with subcontractors, while a consortium must jointly comply with the additional requirements.

4.2 Requirements which must be complied with by subcontractors in accordance with Article 80 of the Law

For subcontractors, the bidder must provide evidence of compliance with the mandatory requirements under Article 75, paragraph 1, items 1), 2) and 4) of PPL and the additional requirements for participation in the procedure, which are stated under item 2) Additional Requirements for Participation in the Procedure – Operating and Human Resource Capacity.

4.3 Requirements which must be complied with by each member of a consortium in accordance with Article 81 of the Law

A bidder in a consortium must provide evidence of compliance with the mandatory requirements under Article 75, paragraph 1, items 1), 2) and 4) of PPL and the requirement under Article 75, paragraph 2 of the Law, while bidders jointly comply with the additional requirements.

Bidders are advised of the following:

Bidders can demonstrate compliance with the mandatory requirements under item 4.1 of this chapter - Mandatory requirements for participation in the procedure when submitting bids by a statement by which they confirm under threat of perjury or fraud that they comply with the mandatory requirements for participation in the procedure (text of the statement is included in chapter 6 of the Tender Documentation).

Before making a decision on the award of the contract, the Contracting Authority may request from the bidder whose bid is assessed as the most advantageous, to submit for inspection the original or a certified copy of all or of some evidence on the fulfilment of mandatory and additional requirements.

If a bidder fails to submit for inspection the original or a certified copy of requested evidence within a reasonable term that cannot be shorter than 5 days, the Contracting Authority shall reject its bid as unacceptable.

The Contracting Authority shall not reject a bid as unacceptable if it does not contain evidence specified with the Tender Documents if the bidder states the web site where data requested within the requirements is publicly available.

The bidder, or the contractor is required to notify the Contracting Authority without delay about any change related to the fulfilment of requirements from the public procurement procedure, which arises until the decision is made, i.e. entering into the contract, i.e. during the validity of the public procurement contract, and to document it in a proper way.

Foreign bidders:

If some evidence under Article 77 of the Law is not issued in the country where the bidder is headquartered, the bidder may, instead of the document, submit its own statement, given under penalty of perjury, certified by a court or an administrative body, notary public or any other competent body of that country.

5. INSTRUCTIONS TO BIDDERS

5.1 Language of bids

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

Minutes of bid opening will be prepared in the Serbian language, while the decision on contract award will be prepared in the Serbian and the English languages. Replies to questions will be given in a language in which the question was made (Serbian or English). The contract will be signed in the Serbian and the English languages.

Documents issued by foreign competent public authorities which are originally in a foreign language must be translated into the Serbian language by a sworn-in-court translator for the Serbian language.

If during examination and evaluation of bids the Contracting Authority finds that a part of a bid submitted in a foreign language should be translated in the Serbian language, it will specify a time limit for the bidder to translate that part of the bid.

In case of dispute, the version of the bid in the Serbian language and enclosed evidence translated into the Serbian language shall prevail.

Bids with enclosed documents in a foreign language as required evidence without the original or a copy of certified translation can be **rejected as unacceptable** due to a material deficiency in accordance with Article 106, paragraph 1, item 5 (the bid contains a deficiency due to which is not possible to determine the actual contents of the bid or to compare it with other bids).

5.2 Special requirements regarding the manner of preparation of bids

The bid must contain:

1. All parts of the bid form, completed, signed by the bidder and certified by a stamp (contained in chapter 6 of the Tender Documentation, including the following forms: 6/1- bidder information, 6/2 – manner of submission of bid, 6/3 – subcontractor information, 6/4 – consortium member information, 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, consortium members (if the bid is submitted by a consortium) and subcontractors (if execution of the procurement will partially be entrusted to a subcontractor), while evidence which must be enclosed to the bid is specified in chapter 4 of the Tender Documentation;

3. Statements and annexes contained in forms which constitute integral parts of the Tender Documentation, completed, signed by the bidder and certified by a stamp (contained in chapter 6 of the Tender Documentation), while filling in and signing of the *Costs of Bid* form is not mandatory;

4. Model contract, completed and signed

Costs of preparation and submission of bids will be exclusively borne by bidders.

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

5.3 Notification to bidders about the duty under Article 75, paragraph 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 and consortium members) constitute an integral part of Tender Documentation.

5.4 Preparation of bids

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

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

Bidders must fill in legibly forms and statements given in the Tender Documentation, while their authorised officers must sign them and certify them by a stamp.

If stamps are not used in commercial transactions in the bidder’s country, the bidder can sign forms, statements and the model agreement which constitute integral parts of the Tender Documentation and submit them without a stamp.

Any possible mistakes made during filling in of forms in the Tender Documentation and corrected by ink deleter or in handwriting must be certified by a stamp and signature of the responsible officer.

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 bid’s eligibility.

5.5 Downloading of Tender Documentation and time limit for submission of bids

The Tender Documentation is available at:

Public Procurement Portal portal.ujn.gov.rs;

Contracting Authority’s website: www.serbia.travel

Bidders submit their bids in person or by mail.

Regardless of the manner of submission of the bid, the bidder must ensure that the bid is received

at the Contracting Authority's address by **16 April 2018 until 11:00AM**.

Bids shall be submitted by mail or in person at the address: National Tourism Organisation of Serbia, Cika Ljubina 8, Belgrade, the second floor, Financial Service. 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 opening of bids.

The bidder must glue the Enclosed Form (contained in Chapter 6 of the Tender Documentation) to an envelope/box, where it enters information on its exact name, address, phone and fax numbers, e-mail and contact name and surname.

Bids which are not received by the Contracting Authority by the date and hour specified in this invitation will be considered untimely.

Upon completion of public opening of bids, the Contracting Authority will return to bidders untimely submitted bids unopened.

The bidder can submit only one bid. The time limit for submission of bids expires on **16 April 2018** at 11:00AM.

Place, time and manner of opening of bids: opening of bids is public and will take place on **16 April 2018** at 11:15AM at the National Tourism Organisation of Serbia, Belgrade, Cika Ljubina 8, first floor, conference hall.

Conditions under which representatives of bidders can participate in the procedure of opening of bids: Only authorised representatives of bidders can actively participate in the procedure of opening of bids, who must provide the Contracting Authority's Committee with a power of attorney in writing for participation in opening of bids before beginning of public opening of bids, by which they demonstrate that they are authorised to participate in the procedure.

5.6 Manner of modifying, supplementing and withdrawal of bids within the meaning of Article 87 paragraph 6 of the Law

A bidder may modify, supplement or withdraw his bid at any time before the expiry of the time limit for bid submission by providing written notice marked "Bid Modification", "Bid Supplementation" or "Bid Withdrawal" for public procurement No. SVPP 4/2018. The bidder must clearly specify which parts of the bid are subsequently modified or which documents are subsequently provided. After the expiry of the time limit for bid submission, bidders cannot modify, supplement or withdraw their bids.

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 he bids independently, as a member of a consortium or as a subcontractor.

5.8 Bids with subcontractors

Bidders who bid with subcontractors must:

- State in the Bid Form the subcontractor's full business name and address, the percentage of the total procurement value that would be subcontracted, which may not exceed 50%, and the part of the supplies which would be provided through the subcontractor;
- Provide evidence of compliance with the requirements set out in section 4.2 of the Tender Documentation in respect of each of its subcontractors.

If a Public Procurement Contract is concluded between the Contracting Authority and a bidder who bids with a subcontractor, such subcontractor shall be designated in the Contract.

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

The bidder shall give the Contracting Authority access to its subcontractors for the purpose of verifying compliance with the eligibility requirements.

5.9 Consortium bids

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

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

Bidders who bid as a consortium shall bear unlimited joint and several liability to the Contracting Authority.

5.10 Variant bids

Variant bids are not allowed.

5.11 Validity period of bid

The validity period of bids cannot be shorter than **30 days** of the date of opening of bids.

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

5.12 Requirements regarding mode and conditions of payment

The Contracting Authority shall make payments to the Contractor successively, upon receipt of invoices for the services provided.

The Contracting Authority shall not provide advance payments.

The time limit for payment cannot be shorter than 15 days or longer than 45 days, in accordance with the Law on Time Limits for Settlement of Financial Liabilities in Commercial Transactions.

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

The price in the bid may be specified in EUR or USD.

The price shall be stated inclusive of all costs for the bidder in the execution of this public procurement.

For the purposes of bid comparison in the bid evaluation procedure, amounts shall be translated to dinars at the middle exchange rate of the National Bank of Serbia for the relevant currency in which the price is specified on the date of bid opening.

Payments to the bidder shall be made in the foreign currency specified in the bid.

Prices shall be quoted in the financial 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 the Public Procurement Law, i.e. it will demand a detailed explanation for all elements of the invoice it considers relevant.

The bidder shall bear all costs of preparing and submitting bids.

The bidder shall present the costs of bid preparation on the relevant form, which is incorporated in the Tender Documentation and which the bidder is not required to complete and sign.

5.14 Requesting additional information or clarifications concerning bid preparation

An interested party may request additional information or clarifications concerning bid preparation from the Contracting Authority not later than 5 days before the expiry of the bid submission period.

Such interested party shall send any such request for additional information or clarifications concerning bid preparation to the Contracting Authority's address: Zorica Jovanov, **zjovanov@serbia.travel**, Aneta Uskoković, **auskokovic@serbia.travel**, Jelena Bogdanović, **jbogdanovic@serbia.travel**, working days (Monday-Friday), in the period from 7.30 to 15.00, with the

following subject line: Request for additional information or clarifications of the Tender Documentation for public procurement No. 04/2018.

Request for additional information or clarifications by phone shall not be allowed.

The Contracting Authority shall reply to such interested party in writing within 3 days of receipt and shall at the same time post such information on the Public Procurement Portal and on its website.

Communication in connection with any additional information, clarifications and replies shall be done in writing, i.e. by mail, by e-mail or by fax. If the Contracting Authority or the bidder provides a public procurement document by e-mail or by 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.

5.15 Information on ways in which information may be requested from bidders after bid opening and in which bidders and their subcontractors may be controlled

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

With the bidder's consent, the Contracting Authority may correct arithmetic errors identified during bid examination after the bid opening procedure. In case of any differences 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 dismiss its bid as unacceptable.

5.16 Technical evaluation of bids

After technical evaluation, only those bids that were submitted timely and full comply with the requirements set out in the Tender Documentation, i.e. bids which are considered appropriate and acceptable, will be taken into consideration. Inappropriate bids will not be taken into consideration and will be rejected.

5.17 Reasons for bid rejection

- 1) Belated submission
- 2) Materially deficient bid
- 3) Inappropriate bid
- 4) Bid restricts the Contracting Authority's rights
- 5) Bid imposes conditions on the exercise of the Contracting Authority's rights
- 6) Bid imposes conditions on the exercise of the bidder's rights
- 7) Bid exceeds the estimated public procurement value

5.18 Negative references

The Contracting Authority may reject a bid if it has evidence that, in the three years preceding the Public Call for Bids, 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) Provided inaccurate data in the bid or unjustifiably refused to conclude a Public Procurement Contract after such contract was 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 not complied with its obligations under previous Public Procurement Contracts for identical supplies in the three years preceding the Public Call for Bids.

This evidence may be in the form of:

- 1) A final and enforceable court decision or a final decision of another competent authority;

- 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 on 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 and enforceable court decision or a final decision of another competent authority relating to a procedure implemented by another Contracting Authority or a contract concluded by another Contracting Authority if the supplies are identical.

5.19 Notifying the outcome of the procedure to bidders

The Contracting Authority must make a decision in connection with this public procurement within 10 days of public opening of the bids. 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.

5.20 Criterion and elements of the criterion for contract award

The most advantageous bid will be selected based on the “**lowest quoted price**” criterion, which will be assigned a score of 100.

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 which states a longer payment period (as indicated in the Bid Form). If bids still receive the same score, the selection will be made by draw.

5.21 Motion for the protection of rights

A motion for the protection of rights should be submitted to the Contracting Authority, with a copy to the Republic Committee.

A motion for the protection of rights may be filed throughout the public procurement process against any action of the Contracting Authority, unless provided otherwise by this Law.

A motion for the protection of rights which challenges the type of the procedure or the content of the Call for Bids or the Tender Documentation will be considered timely if received by the Contracting Authority not later than seven days before expiry of the bid submission period, while in case of small value public procurement or qualification procedures such motion shall be considered timely if received by the Contracting Authority three days before the expiry of the bid submission period, regardless of the mode of their receipt, provided however that the person who submitted the motion 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.

A motion for the protection of rights which challenges actions undertaken by the Contracting Authority before the expiry of the bid submission period, but after the expiry of the period referred to in

paragraph 3 Article 149 of the Public Procurement Law, will be considered timely if submitted by the expiry of the bid submission period.

The provisions of paragraphs 3 and 4 of Article 149 of the Public Procurement Law shall not apply in case of bargaining procedures without a call for bids, if the person who submitted the motion or his related party did not participate in that procedure.

After the passing of a decision to award contract, a decision to conclude a framework agreement, a decision to recognise qualifications or a decision to terminate the procedure, the time limit for filing motions for the protection of rights shall be ten days of publication of the respective decision on the Public Procurement Portal, or five days in case of a small value public procurement or in case of a decision to awards a contract under a framework agreement in accordance with Article 40a of this Law.

A motion for the protection of rights may not challenge actions undertaken by the Contracting Authority in the public procurement procedure if the person who submitted the motion was aware or should have been aware of the reasons for filing such motion before the expiry of the period for making such motions in accordance with paragraphs 3 and 4 of Article 149 of the Public Procurement Law and the person had not filed the motion before the expiry of that period.

If a motion for the protection of rights is repeated in the same public procurement procedure by the same person, such motion cannot challenge any actions of the Contracting Authority of which the person who submitted the motion was aware or should have been aware at the time of filing the previous motion.

A motion for the protection of rights 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 notice of filed motions for the protection of rights on the Public Procurement Portal and on its website not later than two days of receipt of any motion for the protection of rights which contains the information required in Annex 3N.

A motion for the protection of rights shall be filed directly by e-mail to jbogdanovic@serbia.travel and vninic@serbia.travel during the working hours of the Contracting Authority, on weekdays (Monday through Friday) between 7:30 AM and 3:30 PM or by registered mail with receipt confirmation to the following address: National Tourism Organisation of Serbia, Belgrade, Cika Ljubina 8, with a designation of the supplies and the public procurement number. If a motion for the protection of rights is sent by e-mail, preferably this document should be provided as a scanned copy bearing the stamp and signature of the authorised officer of the bidder (the person who files the motion) and as a MS Word document, to enable more efficient handling of the motion by the Contracting Authority (without having to retype the claims made in the motion).

Fee amount

A person filing a motion for the protection of rights shall pay a fee in the following amount to the budget of the Republic of Serbia:

- 1) **RSD 60,000** if the motion for the protection of rights is filed before bid opening and if the estimated value is not higher than RSD 120,000,000.
- 2) **RSD 120,000** if the motion for the protection of rights is filed after bid opening and if the estimated value is not higher than RSD 120,000,000

Fee payment: 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 MOTION FOR THE PROTECTION OF RIGHTS

Under Article 151 of the Public Procurement Law, a motion for the protection of rights must include a certificate of payment of the fee required in Article 156 of the Public Procurement Law. A person filing a motion for the protection of rights must pay the amount required in Article

156 of the Public Procurement Law to the designated account of the budget of the Republic of Serbia.
The following shall be acceptable as evidence of payment of the fee within the meaning of Article 151 paragraph 1 item 6) of the Public Procurement Law:

1. A certificate of payment of the fee required in Article 156 of the Public Procurement Law which contains the following elements:

- (1) It was issued by a bank and bears a bank's stamp;
- (2) It constitutes evidence of payment of the fee, which means it contains information that the payment or transfer order was executed and the date on which it was executed. ** The 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 the relevant fee required in Article 156 of the Public Procurement Law;
- (4) Account number: 840-30678845-06;
- (5) Payment code: 153 or 253;
- (6) Reference: information on the number or mark of the public procurement in respect of which the motion for the protection of rights is filed;
- (7) Purpose: ZZP; name of the Contracting Authority; the number or mark of the public procurement in respect of which the motion for the protection of rights is filed;
- (8) recipient: budget of the Republic of Serbia;
- (9) Name of the payer/person who files the motion for the protection of rights in respect of which the fee is paid;
- (10) signature of the bank's authorised officer.

2. Payment order, first copy, certified by the signature of the authorised officer and the stamp of the respective bank or post, which contains also all other elements required from a certificate of payment in accordance with item 1.

Model of a properly completed transfer order is available at
<http://www.kjn.gov.rs/ci/uputstvo-o-uplati-republicke-administrativne-takse.html>

Payment of fee for filing a motion for the protection of rights from a foreign country

The fee for the filing of motions for the protection of rights may be paid from a foreign country to the foreign exchange account of the Treasury Administration of the Ministry of Finance:

BANK'S NAME AND ADDRESS:

National Bank of Serbia (NBS)
11000 Belgrade, Nemanjina 17
Serbia

SWIFT CODE: NBSRRSBGXXX

INSTITUTION'S NAME AND ADDRESS:

Ministry of Finance
Treasury Administration
Pop Lukina 7-9
11000 Belgrade

IBAN: RS 35908500103019323073

NOTE: The following information should be provided in FIELD 70: DETAILS OF PAYMENT when making the payment:

– The number of the public procurement procedure in respect of which the motion for the protection of rights is filed and the name of the Contracting Authority in the public procurement procedure.
Instructions for payment 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 notice of any motions for the protection of rights it received on the Public Procurement Portal and on its website within 2 days of receipt of each motion for the

protection of rights.

5.22 Time limit for execution of the Contract

The Contracting Authority shall execute the Contract within 8 days of the final date for filing motions for the protection of rights.

5.23 Termination of the Procedure

The Contracting Authority shall decide to terminate the public procurement procedure if all conditions for contract award within the meaning of the Public Procurement Law 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 decision to terminate the procedure in writing and shall post it on the Public Procurement Portal, on its website and on the portal of official journals, in accordance with Article 109 of the Public Procurement Law.

6. FORMS AND STATEMENTS

6. BID FORM

PUBLIC PROCUREMENT NUMBER 4/2018

Pursuant to the Public Procurement Law, I hereby submit a bid for public procurement of public relations services on the United States of America market for the needs of the National Tourism Organisation of Serbia, as follows:

Bid No.: _____

Date: _____

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

6.1. BIDDER INFORMATION

Bidder		
Address	City/town,	
	street and number	
Bidder's Company ID number		
Bidder's tax identification number (TIN)		
Contact person		
Phone, telefax		
E-mail address		
Account number and bank		
Person authorized to sign contracts		

Legal entity is classified as: <i>(to be entered if the bidder is a legal entity)</i>	micro, small, medium-sized or large <i>(mark bidder's classification)</i>
---	---

6.2. I SUBMIT THE BID:

A) Individually

B) With the subcontractor:

C) Joint bid with members of the consortium:

(circle the manner of submission of the bid and indicate names of subcontractors and all participants in a joint bid)

6.3. SUBCONTRACTOR INFORMATION

1)	Subcontractor:	
	Address:	
	Company ID number:	
	Tax identification number (TIN):	
	Contact person	
	Percentage of the total value of the procurement carried out through the subcontractor	%
	Part of the supplies which will be provided by through the subcontractor:	

2)	Subcontractor:	
	Address:	
	Company ID number:	
	Tax identification number (TIN):	
	Contact person	
	Percentage of the total value of the procurement carried out through the subcontractor	%
	Part of the supplies which will be provided by the subcontractor:	

The table “Information on Subcontractor” **shall be completed only by bidders that submit bids with subcontractors.**

In case of multiple subcontractors, copy the form.

6.4. CONSORTIUM MEMBER INFORMATION

1)	Participant in a joint bid:	
	Address:	
	Company ID number:	
	Tax identification number (TIN)	
	Contact person	

2)	Participant in a joint bid:	
	Address:	
	Company ID number:	
	Tax identification number (TIN)	
	Contact person	

3)	Name of participant in a joint bid:	
	Address:	
	Company ID number:	
	Tax identification number (TIN)	
	Contact person	

To be completed only by bidders who submit joint bids.
 In case there are more members of the consortium, copy the form.

Note: The bidder shall enter the requested data in blank fields in the bid form.

S T A T E M E N T
OF BIDDER'S COMPLIANCE WITH REQUIREMENTS UNDER ARTICLE 75 OF THE LAW

Pursuant to Article 77, paragraph 4 of the Law, under threat of perjury or fraud, as the bidder's representative, I hereby give the following

S T A T E M E N T

The bidder _____ (indicate the bidder's name), in the public procurement procedure: "Public Relations Services on the United States of America market", SVPP number 4/2018 complies with all requirements under Article 75 of the Law and all requirements defined by the Tender Documentation for the public procurement in question, including:

- 1. The bidder is registered with the competent authority, i.e. registered with the relevant register**
- 2. The bidder and its legal representative have not been convicted of a criminal offence as a member of an organized crime group, have not been convicted of a commercial criminal offence, an environmental criminal offence, bribery or fraud**
- 3. The bidder paid all due taxes, contributions and other public fees in accordance with regulations of the Republic of Serbia or of a foreign country if the bidder has its head office in the territory of a foreign country**

If the bidder submits a bid with a subcontractor or a consortium, the statement must be signed by all subcontractors and all members of a consortium.

City/town: _____

Date: _____

Autorised officer's signature

(stamp)

FORM OF COSTS OF PREPARATION OF BID

JN No. 4/2018

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 in question:

No.	Description	Amount
1.		
2.		
	TOTAL:	

City/town _____

BIDDER

(stamp)

- signature -

Date _____

Note:

- Submission of this statement is not mandatory!

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

STATEMENT OF INDEPENDENT BID

SVPP No. 4/2018

Pursuant to Article 26 of the Public Procurement Law (“Official Gazette of RS”, No. 124/12) and Article 2 of the Bylaw on Mandatory Elements of Tender Documentations in Public Procurement Procedures and the Manner of Demonstrating Compliance with the Requirements, as the bidder: _____, I hereby give this

STATEMENT

Under threat of perjury or fraud, I hereby confirm that I submitted a bid in the public procurement procedure for services, SVPP No. 4/2018 independently, without agreement with other bidders or interested parties.

Notes:

In case of reasonable doubt in truthfulness of the Statement of Independent Bid, the Contracting Authority will without delay notify the organisation competent for the protection of competition. The organisation competent 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 providing for the protection of the 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 authorised officer of each bidder in the consortium and certified by a stamp.

City/town _____

BIDDER

(stamp)

- signature -

Date _____

Note:

-The Statement must be signed. Otherwise, the bid will be rejected.

**STATEMENT OF COMPLIANCE WITH DUTIES UNDER
APPLICABLE REGULATIONS**

SVPP No.: 4/2018

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 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 (Article 75, paragraph 2 of the Law).

Date _____

BIDDER

(stamp)

- signature -

Notes:

- 1. The statement must be signed. Otherwise, the bid will be rejected.**
- 2. If the bid is submitted by a consortium, the statement must be signed and certified by a stamp by authorised officers of each member of the joint bid.** In that case, copy/print the necessary number of the statement form.

**STATEMENT OF REQUIRED OPERATING CAPACITY
SVPP No. 4/2018**

S T A T E M E N T

Under threat of perjury or fraud, the bidder _____ (*indicate the bidder's name*), **hereby declares** that

it carries out its business activity at the following business address and in the following country:

The statement must be completed, signed and certified by bidders, subcontractors and members of consortiums (joint bid).

City/town and date:

(stamp)

Bidder

**STATEMENT OF REQUIRED HUMAN RESOURCE CAPACITY
SVPP No. 4/2018**

The bidder _____ **hereby declares** that it employs minimum two key persons with minimum three years of relevant work experience in public relations activities in the field of tourism, who will be engaged in execution of this contract, including:

1. _____ (name, surname, phone, e-mail, address).

2. _____ (name, surname, phone, e-mail, address)

The statement must be completed, signed and certified by bidders, subcontractors and members of consortiums (joint bid)

City/town and date:

(stamp)

Bidder

REFERENCE LIST

Provision of public relations services to national/regional/city tourism organisations or relevant public tourism promotion authorities

No.	Name and address of the client with which the contract was concluded	Date of conclusion of the contract and duration of the contract	Scope of contract (performed tasks)
1.			
2.			
3.			
4.			
5.			

City/town and date

Bidder's responsible person

Note: Add as many rows as necessary.

Client	
Country, city	

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 public relations services to us for

_____ (*indicate tourism organisation*),

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 time limits.

This certificate is issued for the purpose of participating in the public procurement 4/2018 ordered by the National Tourism Organisation of Serbia and cannot be used for other purposes.

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

City/town and date:

(stamp)

Authorised officer Contracting Authority

(Copy the certificate form)

ENCLOSED FORM

(fill in and glue to an envelope/box)

**Date and hour of submission: (to
be filled by the Contracting
Authority's Registry Office)**

BID – DO NOT OPEN!

FOR PUBLIC PROCUREMENT OF PUBLIC RELATIONS SERVICES

NUMBER 4/2018

**CONTRACTING
AUTHORITY:**

**NATIONAL TOURISM ORGANISATION OF SERBIA
CIKA LJUBINA 8
11000 BELGRADE**

BIDDER:

Name:

Address:

Phone:

Telefax:

E-mail:

Contact name and surname:

6. MODEL CONTRACT

Note:

- In the event of signing the contract with the bidder which 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 a 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 fill in blank fields in the model contract and sign a model contract for the lot for which they submit the bid.

MODEL CONTRACT

This contract is applicable as of:

1. National Tourism Organisation of Serbia, Belgrade, Cika Ljubina 8, represented by Marija Labovic, Acting Director (hereinafter referred to as: Contracting Authority), TIN 101824761, Company ID number 17062867, account number: 840-194723-93 Treasury and

2. _____ with registered office in _____, street _____, represented by _____, Director (hereinafter referred to as: Contractor), TIN _____, Company ID number _____, account number: _____, 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 the Republic of Serbia", Nos. 124/2012, 14/2015 and 68/2015), conducted a small value public procurement in an open procedure number 4/2018, for the procurement of public relations services;
- that the Contractor submitted (individually/joint/with a subcontractor) a bid number _____ dated _____ which is fully compliant with the specifications in the Tender Documentation, is 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.

Scope of Contract

Article 1

Scope of Contract shall include the procurement of public relations services on the United States of America market for the needs of the National Tourism Organisation of Serbia.

The rights and obligations of the Parties

Article 2

Under this Contract the Contractor undertakes to carry out public relations services for the needs of the Contracting Authority, in accordance with the specification of services provided in Chapter 3 Technical Specifications, which is an integral part of the Tender Documentation as follows:

(To be retrieved from the specifications)

Article 3

The Parties undertake to cooperate and agree on all issues related to the activities referred to in Article 1 above.

The Contracting Authority undertakes to timely provide to the Contractor the data and information necessary for carrying out the activities referred to in Article 1 above.

The Parties agree that they will inform each other about all aspects of relevance for the implementation of this Contract, in particular, about the circumstances that threaten or slow down the carrying out of activities provided for in this Contract.

Article 4

If within the validity period of the Contract, circumstances occur which could not have been foreseen at the time of concluding the Contract, the Contracting Authority may waive certain activities/projects, and is obliged to timely notify the Contractor thereof.

The Contractor cannot invoice activities/projects which the Contracting Authority has waived.

Article 5

The Contractor is obliged to carry out the activities referred to in Article 1 above, in accordance with the regulations of the country at which territory the public relations services are provided and the Contracting Authority cannot be held liable on those grounds.

Article 6

If the undertaking of certain activities incurs additional expenses, the Contractor is obliged to promptly notify the Contracting Authority thereof and conduct such activities in accordance with the approval obtained from NTOS.

Article 7

Contractor shall possess appropriate technical equipment which allows electronic or other type of communication between the Parties.

Article 8

Contractor undertakes to exercise due professional care in the provision of the services falling within the scope of this Contract, which shall be provided conscientiously and with quality in accordance with its business activities.

Quality control of provided services shall be conducted by the Contracting Authority. In the event of identifying deficiencies in the provision of services, the Contractor must rectify the said deficiencies immediately or as soon as possible as of the moment the poor quality of service delivery has been ascertained.

If the Contractor fails to act on the complaints, the Contracting Authority shall be entitled to terminate the Contract.

Price

Article 9

Contractual price shall include the accepted unit prices for activities/projects in the Form of Financial Bid and Price Structure as follows:

(To be retrieved from the Form of Financial Bid and Price Structure)

Total contract value for all activities/projects is _____ EUR/USD.

Conditions and mode of payment

Article 10

The Contracting Authority shall make payments to the Contractor, after the completion of each activity/ project, upon receipt of invoices for the services provided.

Time limit for payment

Article 11

Time limit for payment is ----- days of the date of receipt of invoice.

Contract duration

Article 12

This contract is effective from the date of agreement and shall last until the completion of the activities/ project falling within the scope of this Contract.

Language of the contract

Article 13

This Contract is made in Serbian and English language.

In the event of inconsistencies between the Serbian and English versions of the Contract, the Serbian version shall prevail.

Language of communication of the Parties and the relevant correspondence shall be Serbian or English.

Contractors shall sign the Serbian and the English version of the Contract.

Contract termination

Article 14

The Contracting Authority is entitled to unilaterally terminate the Contract at any time and without notice, if the Contractor fails to honour its obligations with quality and professionally and/or violates the provisions of this Contract in the course of its implementation.

Funds for Contract implementation

Article 15

Funds for Contract implementation are provided under the 2018 Budget Law and the 2018 Financial Plan of the Contracting Authority

Payment liabilities accrued in 2018 will be honoured to the extent of approved appropriations for that purpose, and in accordance with the law governing the 2018 budget.

For part of Contract implementation pertaining to 2018, Contract implementation will depend on

the securing of funds provided by the law governing the 2019 budget, or the 2019 Financial Plan. Otherwise, the Contract shall cease to be enforceable without compensation for damages due to the impossibility for the Contracting Authority to assume and honour its liabilities.

Transitional and final provisions

Article 16

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 regulations and good business practices applicable to this type of activity.

Article 17

The rights and obligations under this Contract cannot be assigned to third parties without prior consent of the Parties.

Amendments to this Contract may be made only by mutual agreement in writing by the Parties in the form of an annex.

Article 18

This Contract shall be governed by the laws of the Republic of Serbia.

Law on Contracts and Torts in force on the date of agreement shall apply to issues which are not governed by this Contract.

Article 19

Any disputes that may arise out of this Contract shall be resolved amicably. In the event that the said dispute may not be resolved amicably, it shall be submitted to the subject matter jurisdiction of the court in Belgrade.

Article 20

This Contract is executed in four (4) counterparts, two (2) for each Party.

For Contractor

For Contracting Authority
acting director

Marija Labovic