



## GOVERNMENT AVIO SERVICE

**TENDER DOCUMENTATION**  
**PUBLIC PROCUREMENT NUMBER O- 05/2015**  
**Procurement of maintenance services, technical support and worldwide support for the aircraft from Government Avio-Service fleet and procurement of spare parts and materials**

Deadline for bids submission:	14 October, 2015 until 12:00
Public opening:	14 October, 2015 at 12:30

Belgrade, September 2015



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## **PUBLIC PROCUREMENT GENERAL DATA**

**Procuring Entity:** Government Avio Service, New Belgrade, Boulevard Mihajla Pupina 2, webpage [www.aviosluzba.gov.rs](http://www.aviosluzba.gov.rs)

**Public procurement type** – Open procedure in accordance with Article 32 of the Public Procurement Law (“Official Gazette of the Republic of Serbia”, No. 124/12, 14/15 and 68/15).

**Public procurement subject:** Subject of the Public procurement No O- 05/2015 is procurement of services.

**Purpose of public procurement:** Procedure is performed in order to conclude the Contract on public procurement of services.

**Contact person:** Jovanka Perušinović, phone number 011/2289 840, every working day from 7:30 to 15:30.

## **PUBLIC PROCUREMENT SUBJECT DATA**

**Public procurement subject description, title and label from general procurement dictionary** – Subject of public procurement no. O-05/2015 is Procurement of maintenance services, technical support and worldwide support for the aircraft from Government Avio-Service fleet and procurement of spare parts and materials - 50211000 Repair and Maintenance Services of Aircraft.



## TYPE, TECHNICAL CHARACTERISTICS (SPECIFICATION), QUALITY, SCOPE AND DESCRIPTION OF SERVICES

Government Avio Service fleet consists of two aircraft: FALCON 50 and LEARJET 31A.

Current standards in terms of air traffic related to the upgrade of level of air traffic safety and enlargement of aircraft usage quality system demand service type, scope and quality in accordance with aircraft's technical characteristics. According to this, procurement of maintenance services, technical support and spare parts and materials relies on technical characteristics of the mentioned aircraft.

Taking into account the above mentioned and in order to perform successfully the Public procurement no. O-01/2014 it is necessary to state technical characteristics of the mentioned airplanes from Government Avio Service fleet as follows:

Technical characteristics of aircraft **LEAR JET 31A** are as follows:

- Reg. mark: YU-BRZ; s/n: 045
- Aircraft Manufacturer: BOMBARDIER AEROSPACE
- Year of manufacture: 1991
- Capacity: 7 passengers
- Services: Air taxi and Medical flights
- Dimensions:
  - Length: 14,85 m
  - Height: 3,73 m
  - Wing span: 13,36 m
- Powered by: 2 engine units HONEYWELL TFE731-2-3B  
(each engine provides max. 3500lbs of thrust)
- Weights:
  - maximum take-off weight: 7711 kg
  - maximum empty weight: 4785 kg
  - maximum payload: 1036 kg
  - maximum fuel load: 2614 l
- Performance limits:
- MMO: 0,81
- BMO: 325 kts
- Cruising (high speed)
- Speed (TAS): 456 kts
- Fuel consumption (FF): 1119
- Cruise height 43000 ft
- Range (NBA VFR) at maximum payload:
  - Length: 900 nm
  - Cruise speed: 406 kts



Technical characteristics of aircraft **FALCON 50** are as follows:

- Reg. mark: YU-BNA; s/n: 043
- Aircraft Manufacturer: DASSAULT FALCON
- Year of manufacture: 1981
- Capacity: 12 passengers
- Services: Air taxi
- Dimensions:
  - Length 18,52 m
  - Height 6,98 m
  - Wing span 18,86 m
- Powered by: 3 engine units HONEYWELL TFE731-3-1C  
( each engine provides max. 3700lbs of thrust)
- Weight:
  - maximum take-off weight: 18500 kg
  - maximum empty weight: 9940 kg
  - maximum payload: 1000 kg
  - maximum fuel load: 7073 kg
- Performance limits:
  - MMO: 0,86
  - BMO: 370 kts
  - Cruising (high speed)
  - Speed (TAS): 468 kts
  - Fuel consumption (FF): 2298
  - Cruise height 37000 ft
  - Range (NBA VFR) at maximum payload:
    - Length: 3068 nm
    - Cruise speed: 405 kts

Government Avio Service (hereinafter: Procuring Entity) conducts public procurement of maintenance services, technical support and worldwide support for the aircraft from Government Avio Service fleet and procurement of spare parts and materials for the period of up to 31 December 2015.

Subject of contract is procurement of the following services:

- maintenance services,
- technical support and worldwide support for the aircraft from Government Avio Service fleet
- procurement of spare parts and materials.

Maintenance services consist of all the works performed according to the aircraft maintenance schedule compiled by the Procuring Entity, determined manufacturer's procedures and specific requirements of the organizations which perform inspection of aviation subjects such as defects rectification, repairs, inspections, modifications, material testing, engineering etc.

Services of technical support and worldwide support for the aircraft from Government Avio Service fleet consist of complete service or logistic support for any



kind of technical problem, regardless the state in which the aircraft from the Government Avio Service fleet is positioned in the moment of the problem occurrence. Service provider shall at any time delegate a special team required for a specific destination, together with tools and materials necessary for subject work performance, provided that authorities of respective state approve such works. Besides that, Service Provider shall engage a licensed engineer for maintenance who will join ground engineers of the Procuring Entity and provide assistance in solving any problem which occurs at the aircraft, regardless of its location.

Procurement of spare parts and materials consists of requirements for scheduled maintenance works for the aircraft from Government Avio Service fleet.

Taking into account the abovementioned, services of maintenance, technical support and worldwide support for the aircraft from Government Avio-Service fleet and procurement of spare parts and materials should be performed according to Continuing Airworthiness Management Exposition (CAME) and Maintenance Organization Exposition (MOE), in compliance with EASA Part 145 and Part 21 requirements.

Date: \_\_\_\_\_ 2015

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**CONDITIONS FOR PARTICIPATION IN PUBLIC PROCUREMENT  
PROCEDURE pursuant to Articles 75 and 76 of the PPL AND INSTRUCTIONS  
HOW TO PROVE COMPLIANCE WITH CONDITIONS**

All interested parties who meet the mandatory conditions from Article 75, item 1 of the Public Procurement law and additional conditions from Article 76 of this law, specified in the tender documentation, are allowed to participate in the public procurement of maintenance services, technical support and worldwide support for the aircraft from Government Avio-Service fleet and procurement of spare parts and materials.

**MANDATORY CONDITIONS FOR PARTICIPATING IN THE PROCEDURE:**

The bidder must prove that he:

- 1) is registered with the competent body, or entered in the appropriate register;
- 2) and his legal representative have not been convicted of a criminal act as a part of organized criminal organization, of a criminal act against commerce, environment, giving or accepting bribe, committing fraud;
- 3) has not been prohibited by a final court or administrative measure from performing the activity that is the subject of public procurement in the time of sending invitation for bid submission;
- 4) has paid due taxes, contributions and other forms of public charges according to the laws of the Republic of Serbia or a foreign country if his head-quarters are on its territory;
- 5) the bidder has the valid approval for the performance of the specific activity which is the subject of public procurement (issued by the competent authority), i.e. the bidder owns:

5.1. APPROVAL CERTIFICATE PART 145 with following authorizations within the approval schedule:

- aircraft (A1 – aeroplane) FALCON 50 base and line maintenance,
- aircraft (A1 – aeroplane) LEARJET 31A base and line maintenance,
- engine unit (B1 – TURBINE) HONEYWELL TFE731.

5.2. the bidder is certified as the authorized service center for the aircraft FALCON 50 by the aircraft manufacturer Dassault Aviation

5.3. the bidder is certified as the authorized service center for the aircraft LEARJET 31A by the aircraft manufacturer Bombardier

5.4. the bidder is certified as the authorized service center for TFE-731 engine units by the engine manufacturer Honeywell

**ADDITIONAL CONDITIONS FOR PARTICIPATION IN THE PROCEDURE:**

In the course of public procurement procedure, the bidder must prove that he:

- 6) has the necessary financial and economic capacity whereas:

6.1. the bidder has operated without a net loss in year 2014

6.2. within last 5 fiscal years (2010,2011,2012, 2013 and 2014) the bidder has performed:

- at least thirty (30) base maintenance checks on the aircraft Falcon 50;





- at least ten (10) base maintenance checks on the aircraft Learjet 31a;
- at least (20) major periodic inspection (MPI) within the maintenance of TFE731 engine unit

- at least five (5) Hot Section Inspections (HIS) of auxiliary power unit (APU) GTCP36

7) The bidder possesses sufficient technical and personnel capacity whereas:

7.1 - the bidder has integrated NDT shop, survival equipment shop, wood shops, upholstery shop, sheet metal shop, avionic shop, engine shop, specific paint hangar which has full capability for any type of interior refurbishment or avionics modification.

- the bidder has at least one (1) service center in Europe, USA, Middle-East, Asia, for maintenance checks on the aircraft FALCON 50 and on LEARJET 31A.

7.2 - the bidder has at least 150 employees and

- the bidder has a dedicated AOG team for worldwide support on the aircraft FALCON 50 and on LEARJET 31a.

#### **INSTRUCTION HOW TO CONFIRM COMPLIANCE WITH MANDATORY CONDITIONS:**

The bidder shall confirm compliance with **MANDATORY CONDITIONS** for participation in public procurement according to Law, by submitting following evidences in addition to the bid:

#### **LEGAL ENTITY:**

- 1) Excerpt from Business Register Agency, or the excerpt from the competent Commercial court register; for foreign Bidders: Approval of the competent authority of the country where company has its own head office (**Annex 1**).
- 2) Excerpt from penalty record, or the Certificate of the competent court and police department of the Ministry of Internal Affairs that he and his legal representative have not been convicted of a criminal act as a part of organized criminal organization, of a criminal act against commerce, environment, giving or accepting bribe, committing fraud; For foreign Bidders: Approval of the competent authority of the country where company has its own head office (**Annex 2**).
- 3) Certificate of the Commercial Court or Magistrates Court proving that the bidder has not been prohibited from performing activity that is the subject of public procurement or Certificate of Business Register Agency proving that the Bidder is not listed within their records as a company whose business activities are prohibited; For foreign Bidders: Approval of the competent authority of the country where company has its own head office (**Annex 3**).
- 4) Approval of the competent tax authority – the Ministry of Finance and Economy, that the bidder has settled all due taxes and other public taxes and Approval of the competent local self-government that he has settled liabilities based on their own local public revenues; For foreign Bidders: Approval of the competent tax authority of the country where company has its own head office (**Annex 4**).
- 5) The valid approval issued by competent authority for the performance of the specific activities which are the subject of particular public procurement, i.e. valid Certificate (issued by competent authority) for the performance of activities which are the subject of public procurement, including:





**5.1.** Approval Certificate PART 145 with following authorizations within the approval schedule:

- aircraft (A1 – aeroplane) FALCON 50 base and line maintenance
- aircraft (A1 – aeroplane) LEARJET 31A base and line maintenance
- engine unit (B1 – TURBINE) HONEYWELL TFE731 (**Annex 5**)

**5.2.** that the bidder is certified as the authorized service center for the aircraft FALCON 50 by the aircraft manufacturer Dassault Aviation. (**Annex 6**)

**5.3.** that the bidder is certified as the authorized service center for the aircraft LEARJET 31A by the aircraft manufacturer Bombardier (**Annex 7**)

**5.4.** that the bidder is certified as the authorized service center for TFE-731 engine units by the engine manufacturer Honeywell (**Annex 8**).

**Evidence from 2), 3) and 4) cannot be older than two months at the time of bid opening.**

**Evidence from 3) must be issued after the date of announcing the invitation to submit bid, i.e. after sending the invitation to submit bid.**

#### **ENTERPRENEUR:**

1) Excerpt from Business Register Agency, or the excerpt from the competent Commercial court register.

2) Excerpt from penalty record, or the Certificate of the competent court and police department of the Ministry of Internal Affairs that he and his legal representative have not been convicted of a criminal act as a part of organized criminal organization, of a criminal act against commerce, environment, giving or accepting bribe, committing fraud.

3) Certificate of the Magistrates Court proving that the bidder has not been prohibited from performing his business activity or Certificate of Business Register Agency proving that the Bidder is not listed within their records as a company whose business activities are prohibited.

4) Approval of the competent tax authority – the Ministry of Finance and Economy, that the bidder has settled all due taxes and other public taxes and Approval of the competent local self-government that he has settled liabilities based on their own local public revenues.

**Evidence from 2), 3) and 4) cannot be older than two months at the time of bid opening.**

**Evidence from 3) must be issued after the date of announcing the invitation to submit bid, i.e. after sending the invitation to submit bid.**



## **PHYSICAL ENTITY:**

1) Excerpt from penalty record, or the Certificate of the competent court and police department of the Ministry of Internal Affairs that he has not been convicted of a criminal act as a part of organized criminal organization, of a criminal act against commerce, environment, giving or accepting bribe, committing fraud.

2) Certificate of the Magistrates Court proving that the bidder has not been prohibited from performing his business activity.

3) Approval of the competent tax authority – the Ministry of Finance and Economy, that the bidder has settled all due taxes and other public taxes and Approval of the competent local self-government that he has settled liabilities based on their own local public revenues.

**Evidence from 1) and 3) cannot be older than two months at the time of bid opening. Evidence from 2) must be issued after the date of announcing the invitation to submit bid, i.e. after sending the invitation to submit bid.**

The bidder shall confirm compliance with **ADDITIONAL CONDITIONS** for participation in public procurement by submitting following evidences in addition to the bid:

6.1. Solvency report – form BON-JN issued by the Business Registers Agency, which must prove that the bidder operated without loss in the last fiscal year (2014) or the Balance sheet for the last fiscal year (2014), with the opinion of authorized auditor or the evidence that financial reports have been submitted to the Business Registers Agency; in case the bidder is not the subject of the audit according to the Accounting law (“Official Gazette of the Republic of Serbia, No 62/13”) and the Auditing law (“Official Gazette of the Republic of Serbia, No 62/13”), he must submit the adequate legal act – decision for that year (**Annex 9**).

6.2. Statement on business capacity which proves without doubt that within last 5 fiscal years (2010, 2011, 2012, 2013 and 2014) the bidder has performed:

- at least thirty (30) base maintenance checks on the aircraft Falcon 50;
- at least ten (10) base maintenance checks on the aircraft Learjet 31a;
- at least (20) major periodic inspection (MPI) within the maintenance of TFE731 engine unit
- at least five (5) Hot Section Inspections (HIS) of auxiliary power unit (APU) GTCP36 (**Form 11**).

7.1. Statement on technical capacity which proves without doubt that Bidder has:

- integrated NDT shop, survival equipment shop, wood shops, upholstery shop, sheet metal shop, avionics shop, engine shop, specific paint hangar which has full capability for any type of interior refurbishment or avionics modification.
- at least one (1) service center in Europe, USA, Middle-East, Asia, for maintenance checks on the aircraft Falcon 50 and on Learjet 31a (**Form 12**).

7.2. Statement on personnel capacity which proves without doubt that Bidder:

- has at least 150 employees and



- has a dedicated AOG team for worldwide support on the aircraft Falcon 50 and on Learjet 31a (Form 13).

### **EACH SUBCONTRACTOR AND MEMBER OF A GROUP OF BIDDERS MUST COMPLY WITH THESE CONDITIONS**

Each Subcontractor must comply with mandatory conditions set forth in Article 75, paragraph 1, item 1) to 4) of the Law by submitting these data, while the evidence from Article 75, paragraph 1, item 5) is documented by submitting the approval of the competent legal entity, if the approval for the scope of work performed by the subcontractor is foreseen. The bidder complies with the conditions related to financial, business, technical and human capacity from Article 76 of the law himself, regardless of hiring the subcontractor.

Each bidder from a bidders' group submitting a joint bid must comply with mandatory conditions set forth in Article 75, paragraph 1, item 1) to 4) of the Law by submitting these data, while the evidence from Article 75, paragraph 1, item 5) is proved by submitting the valid aforementioned evidence, if it is required. The bidders from the group jointly comply with the conditions related to financial, business, technical and human capacity from Article 76 of the law.

### **COMPLIANCE WITH CONDITIONS FROM ARTICLE 75, Paragraph 2. OF THE LAW**

Procuring Entity demands that the Bidders state that they have acted in accordance with legal acts of protection at work, hiring and working conditions, environmental protection, as well as to guarantee that they are entitled to intellectual property, when submitting the bid.

Related with this condition, the Bidder submits the Statement (Form 14) from tender documentation within the Bid. The statement is given by each member of the group of bidders individually and by subcontractor, as well.

### **THE METHOD OF SUBMITTING THE EVIDENCE**

Evidence of compliance with mandatory conditions are delivered as uncertified copies and, prior to decision on the contract signing, the Procuring Entity can demand from the Bidder whose bid is evaluated as the most advantageous one to submit the original or certified copies of all or several evidence.

If the bidder fails to submit the original or certified copy of the mandatory evidence within five days, such bid shall be rejected as faulty and shall not be further considered.

If the evidence of compliance with mandatory conditions is in electronic form, the Bidder submits the copy of that document in writing, in accordance with law for compiling electronic document, unless the Bidder is submitting electronic bid when the evidence is submitted in that form.

If the Bidder's headquarters are in a foreign country, Procuring Entity can make sure if the evidence of compliance with mandatory conditions are issued by that country's authorities.

If the state of Bidder's headquarters does not issue evidence from Article 77, paragraph 1, item 1) to 4) of the law, the Bidder is allowed to submit the written



Statement of compliance with mandatory conditions made under criminal and material liability, certified by the court or other authority, notary public or other legal authority of that country.

If the Bidder was not able to gather necessary documents within the deadline for bid submission, since the regulations of country where Bidder's headquarters are located did not allow that and if the Bidder submits necessary evidence for this, the Procuring entity shall allow the Bidder to submit the mandatory evidence subsequently within adequate time frame.

The Bidder is obliged to inform Procuring Entity in writing, without any delay about any change related to the compliance with conditions set forth by the Public Procurement procedure, should this change take place prior to the decision or the contract conclusion, during the validity term of the contract on public procurement and to provide accompanying documents for such a change in the prescribed manner.

The Bidder is not bound to submit the data available to the public at webpages of the authorities. In that case, he must firstly specify the evidence and then specify the webpage at which these data are available to the public.



## INSTRUCTION FOR BID PREPARATION

Instruction for bid preparation contains requirements of the Procuring entity in terms of the bid content and conditions under which public procurement procedure is conducted. Bidders are required to fulfill all conditions for participation in procurement procedure, outlined in the Law. The bid shall be prepared in manner fully compliant with tender documentation and invitation to submit bids.

### 1. LANGUAGE

Procuring Entity has prepared tender documentation in both Serbian and English language.

The procurement procedure shall be executed in Serbian language.

In case of participation of foreign Bidder in the process, the offer can be completely submitted in English language, i.e. all of bid forms and evidences attached to the offer, can be executed in English language.

### 1. SPECIAL REQUIREMENTS IN TERMS OF BID PREPARATION

Bidder submits bid which must contain the following **FORMS**:

- |   |                |
|---|----------------|
| - Bid form  | <b>Form 1</b>  |
| - Price breakdown form with instruction   | <b>Form 2</b>  |
| - Bid preparation costs form  | <b>Form 3</b>  |
| - Statement of the independent bid  | <b>Form 4</b>  |
| - Bidder's general data   | <b>Form 5</b>  |
| - Statement of the group member submitting a joint bid                              | <b>Form 6</b>  |
| - Group member's general data   | <b>Form 7</b>  |
| - Bidder's statement that he is not participating with subcontractors               | <b>Form 8</b>  |
| - Statement on hiring a subcontractor   | <b>Form 9</b>  |
| - Subcontractor's general data  | <b>Form 10</b> |
| - Statement on Business Capacity  | <b>Form 11</b> |
| - Statement on Technical Capacity   | <b>Form 12</b> |
| - Statement on Personnel Capacity   | <b>Form 13</b> |
| - Statement on compliance with mandatory conditions from Art. 75, item 2 of the PPL | <b>Form 14</b> |

Bidder submits bid which must contain the following **ANNEXES**:

- |  |                |
|--|----------------|
| - Excerpt from Business Register Agency, competent Commercial court register or competent authority of the country where company has its own head office | <b>Annex 1</b> |
| - Excerpt from penalty record, or the Certificate of the competent court and police department of the Ministry of Internal Affairs                       | <b>Annex 2</b> |
| - Certificate of the Commercial Court or Magistrate Court or the Business Registers Agency   | <b>Annex 3</b> |
| - Approval of the competent tax authority – the Ministry of Finance  | <b>Annex 4</b> |





and commerce and the certificate of the local self-government

- Part 145 Approval document (Certificate) Annex 5
- Approval of the authorized service center for the aircraft FALCON 50 Annex 6
- Approval of the authorized service center for the aircraft LEARJET 31A Annex 7
- Evidence of the authorized service center for Engine TFE-731 series Annex 8
- Official form (BON-JN) from Business Register Agency or copy of Balance Sheet or Income Statement for 2014. Annex 9

Bid is submitted exclusively on the attached bid form, which can be downloaded from the Public Procurement Portal or web page of the Procuring Entity. Any changes, corrections or amendments to tender documentation are not permitted.

Therefore, the bidder must complete forms in legible handwriting, i.e. the bidder must fill in the data in the foreseen spaces or circle already existing elements of the forms, so that the forms are entirely completed, and the content is clear and unambiguous.

Forms are signed by authorized person.

- **If the bid is submitted by the bidder participating individually:**
  1. Form 5 must be verified and signed by the Bidder's responsible person – Director,
  2. Other forms are signed and verified by Subcontractor's responsible person – director or person authorized to sign a bid, indicated on the Form 5.
- **If the bid is submitted by the bidder participating with a subcontractor:**
  1. Form 10 must be verified and signed by the Subcontractor's responsible person – Director,
  2. Forms related to Subcontractors are signed and verified by the Subcontractor's responsible person – Director or person authorized to sign a bid, indicated in Form 10.
- **If the bid is submitted by the group of bidders:**
  1. in the case of joint bidding, bidders must submit their bid in accordance with Article 81, paragraph 4 of the Law. Pursuant to that provision, Bidders are obligated to indicate a group member who will be the leader – holder of work, i.e. the person authorized to submit bid. In that way also the issue of bid signature is defined.

**Contract Model is signed and certified by a bidder's responsible or authorized person if he is participating individually or with subcontractors. If the bid is submitted by group of bidders, Contract Model is signed and verified by responsible or authorized representative of the authorized group member, pursuant to the agreement from Article 81, paragraph 4 of the Law.**

### **3. INFORMATION RELATED TO THE PROHIBITION OF ALTERNATIVE BIDS SUBMISSION**

Alternative bids are not allowed, and if submitted, such bids will be rejected.

### **4. CHANGES, ADDITIONS AND WITHDRAWAL OF THE BID**

The bidder can make changes and additions to the bid, as well as withdraw the bid within the bid submission deadline, according to the rules of bid submission. After the deadline for bid submission, the bidder cannot change or withdraw the bid.



## **5. BID SUBMISSION MODALITIES**

Bidder can submit only one bid.

Bidder who has submitted bid individually cannot participate in the joint bid or as the subcontractor at the same time, nor can one person participate in several joint bids.

Bids can be submitted by the bidder participating with subcontractors. The bidder *is obligated* to state in the bid whether he will entrust partial execution of the procurement to a subcontractor and he shall state the name of the subcontractor, percentage of the total procurement value that is going to be entrusted to the subcontractor (maximum 50%), as well as the part of the procurement that will be performed by the subcontractor.

At subcontractor's request, Procuring Entity will transfer due payable amounts directly to the subcontractor for the part of the procurement that will be performed by that subcontractor.

A group of bidders may submit a joint bid. An integral part of a joint bid shall be a legal document binding the bidders from the group of bidders amongst themselves and to the Procuring Entity to jointly execute the procurement. This legal document shall mandatorily include all the data stipulated in Article 81, paragraph 4, items 1) through 6) of the Law.

## **6. REQUIREMENTS IN TERMS OF PAYMENT MODALITIES AND CONDITIONS AND QUALITY OF DELIVERED SERVICES**

The Procuring Entity shall effect the payment after the 100% of services has been performed, within 15 (fifteen) days from the date of receipt of the invoice, signed by the Procuring Entity's authorized representative and the document which is valid evidence that the service has been performed. The payment shall be effected on the account number specified on the Invoice, in currency\_\_\_\_\_.

The higher-value services (with value over 1.000.000 RSD) may be paid against a pro-forma invoice, specification of the part of the performed services and used material and unit prices from the bid No. \_\_\_\_\_ dated \_\_\_\_\_ 2015, signed by the authorized representative of the Procuring Entity within 15 days from the receipt of the pro-forma invoice. The payment is made to the current account number specified on the Invoice, in \_\_\_\_\_ (currency)

In exceptional circumstances the advanced payment in the amount of 100% within 15 (fifteen) days from the receipt of the pro-forma invoice signed by the authorized representative of the Procuring Entity in \_\_\_\_\_ (currency), will be allowed. The payment is effected to the current account number specified on the invoice.

The Procuring Entity reserves the right to adjust payment to budget liquidity possibilities of the Republic of Serbia.

## **7. CURRENCY AND THE METHOD OF STATING THE PRICE IN THE BID**

In public procurement procedures, values are stated in RSD.

The bid price can be indicated in foreign currency - in CHF as well, whereas the middle foreign exchange rate of the National Bank of Serbia at the day of bid opening will be used.





If the price indicated in the bid is abnormally low, the Procuring entity shall apply Article 92 of the Law on Public Procurement (“Official Gazette of the Republic of Serbia”, No.124/12)

#### **8. PROTECTION OF BIDDER’S DATA CONFIDENTIALITY**

The Procuring Entity shall keep as confidential all data on bidders contained in bids that are designated as confidential by a special regulation and designated as such in the bid, by the bidder.

The Procuring entity shall refuse to disclose any information that would entail a breach of confidentiality of data received in the bid.

The price as a criterion for bid evaluation will not be treated as confidential.

#### **9. ADDITIONAL INFORMATION AND CLARIFICATIONS RELATING TO THE BID PREPARATION**

Interested person may request from Procuring Entity, in writing, additional information and clarifications concerning the preparation of bid up to 5 (five) days before the expiry of time limit for bid submission.

Procuring Entity is obligated to send written reply to the interested person within 3 (three) days from the day of reception of request and at the same time publish this information on the Public Procurement Portal and on its website.

Communication concerning additional information, clarifications and answers will be made as set forth by Article 20 of this Law.

#### **10. BIDDER’S ADDITIONAL EXPLANATIONS**

A Procuring Entity may request from bidders to supply additional explanations that will be useful in the course of examining, evaluating and comparing bids, and it may also conduct control (inspection) of bidder or its subcontractor.

Subject to the bidder’s consent, Procuring Entity may correct arithmetic errors noticed in the course of examining the bid after the concluded opening of bids. In the case of difference between unit price and total price, unit price will be considered valid.

If the Bidder does not agree with the correction of arithmetic errors, the Procuring Entity shall reject the bid as faulty.

If the Procuring Entity corrects or makes additions to the tender documentation, eight or less days prior to the expiration of deadline for bid submission, he must extend the deadline for bid submission and issue a proper notification.

#### **11. BID SELECTION CRITERION**

Criterion for the bid selection is the “**lowest offered price**”.

#### **12. ANNOUNCEMENT OF OBSERVING OBLIGATIONS FROM ARTICLE 75, PARAGRAPH 2 OF THE LAW**

The bidder shall be obliged to state in his bid to have observed current obligations under applicable regulations concerning safety at work, employment and working conditions, protection of the environment, as well as to guarantee that he is entitled to intellectual property.



### **13. INDEMNITY FOR USING THE PATENTS**

The bidder bears the costs of indemnity for using the patents, as well as responsibility for the breach of protected rights to intellectual property of the third persons.

### **14. PROTECTION OF RIGHTS**

The request for protection of rights is submitted to the Republic Commission and to the Procuring Entity.

The request for the protection of rights may be submitted during the entire Public Procurement procedure, against any action of the Procuring Entity, unless otherwise stipulated by the Law.

If the request for the protection of rights contests the type of procedure and the contents of the invitation to bid or tender documents of the Procuring entity, the request for the protection of rights can be filed not later than seven days before the expiry of time limit for the submission of bids. In that case, the bids timely received by the Procuring entity will not be returned to the bidders. After Procuring entity makes decision on contract awarding, time limit for filing request for the protection of rights shall be ten days from the receipt of decision.

The request for protection of rights is submitted directly, by e-mail on the address: [jovanka.perusinovic@aviosluzba.gov.rs](mailto:jovanka.perusinovic@aviosluzba.gov.rs), by fax on the number 011/3117529 or by registered mail with the redelivery note.

While filing request for protection of rights, the bidder is obliged to pay a tax in the amount of 120.000,00 dinars if request is filed before the bid opening date or if the estimated value is not higher than 120.000 dinars, i.e. tax in the amount of 120.000,00 dinars if request is filed after the bid opening date and if the estimated value is not higher than 120.000 dinars.

The payment is made on the current account no. 840-742221843-57, payment code: 253, reference number 9750-016, purpose: Republic Taxes, beneficiary: Budget of the Republic of Serbia and to submit a proof of business entity (bank or post office) that the payment of tax was made.

Such a proof must contain a clear seal of the bank (or post office) and signature of authorized person with legible date of payment and clearly indicated Public procurement number (**O- 05/2015**) for which the request is filed.

The procedure of protection of rights is governed by provisions of articles 138 - 167 of the Law.

### **15. DEADLINE FOR THE CONTRACT CONCLUSION**

Procuring Entity shall conclude public procurement contract with the bidder to whom the contract was awarded within eight days from the day of expiry of the term for filing the request for the protection of rights. If Procuring Entity fails to submit signed contract to the bidder timely, the bidder is not obliged to sign the contract, which will not be considered as withdrawal of bid and bidder cannot sustain any consequences due to that, except in case of duly filed request for the protection of rights.

If the bidder to whom was awarded contract fails to conclude public procurement contract within stated term, Procuring entity may conclude the contract with the next most advantageous bidder.



**BID FORM**

Bidder's full name: \_\_\_\_\_

Bidder's abbreviated name: \_\_\_\_\_

Headquarters address: \_\_\_\_\_

Registration number: \_\_\_\_\_

Identity number - TIN: \_\_\_\_\_

Contact person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Based on the Invitation to submit bid for the public procurement no. O-05/2015- Procurement of maintenance services, technical support and worldwide support for the aircraft from Government Avio-Service fleet and procurement of spare parts and materials, we are submitting

**B I D**

No. \_\_\_\_\_ dated \_\_\_\_\_ 2015

1. In order to perform high-quality maintenance services, technical support and worldwide support for the aircraft from Government Avio-Service fleet and procurement of spare parts and materials according to conditions specified in tender documents, complying with all applicable regulations and standards, for the period of three years from the contract conclusion date in the following manner:

- a) individually                      b) joint bid                      c) with subcontractor

## 2. Price:

TYPE OF SERVICE	PRICE
Maintenance services, technical support and worldwide support for the aircraft from Government Avio-Service fleet and procurement of spare parts and materials – total bid value	
In letters	

3. The bid is indicated in RSD / CHF (circle currency).



4. The deadline for delivery of services shall be agreed immediately before or during the performance of services and shall be in accordance with the general conditions of maintenance and repair.

5. Warranty period for maintenance and repair services shall be applied according to terms specified by general terms and conditions of the maintenance and repair services.

6. For the public procurement execution we are hiring \_\_\_\_ (\_\_\_\_) subcontractors.

7. In addition to the bid, we are submitting all evidences outlined in tender documents.

8. Offer is valid for 30 days from the date of bid opening.

9. Method of payment: According to this contract, the payment is regularly effected after the performed services, in the amount 100% effected to the bidder's current account number specified on the Invoice, in \_\_\_\_ (currency) within 15 (fifteen) days from the receipt of the invoice signed by the Procuring Entity's authorized representative and the document which is a valid evidence that the service has been performed.

The higher-value services (with value over 1.000.000 RSD) may be paid against a pro-forma invoice, specification of the part of the performed services and used material and unit prices from the bid No. \_\_\_\_\_ dated \_\_\_\_\_ 2015, signed by the authorized representative of the Procuring Entity within 15 days from the receipt of the pro-forma invoice. The payment is made to the current account number specified on the Invoice, in \_\_\_\_ (currency)

In exceptional circumstances the advanced payment to the current account number specified on the invoice in the amount of 100% within 15 (fifteen) days from the receipt of the pro-forma invoice signed by the authorized representative of the Procuring Entity in \_\_\_\_\_ (currency), will be allowed.

The Procuring Entity reserves the right to adjust payment to budget liquidity possibilities of the Republic of Serbia.

Date: \_\_\_\_\_2015

Signature of the authorized person:

Seal

\_\_\_\_\_



## PRICE BREAKDOWN FORM WITH FILL IN FORM INSTRUCTIONS

Table I

Reg. No.	DESCRIPTION	Service price per person/hour	Quantity	Currency	Total
1	Scheduled checks within line and base maintenance of aircraft from Government Avio-Service fleet for airplane FALCON 50 (B, 2B, 4B, C, 2C, 3C, 4C)		60		
2	Scheduled checks within line and base maintenance of aircraft from Government Avio Service fleet for airplane LEARJET 31A (C1-C6, D1-D6)		50		
3	Maintenance of HONEYWELL TFE-731 engine unit		80		
4	Maintenance of the auxiliary power unit (GTCP36-100)		15		
5	Maintenance of aircraft instruments in workshops		15		
6	Radio equipment maintenance in workshops		5		
7	Pneumatic components maintenance in workshops		2		
8	Electrical components maintenance in workshops		10		
9	Hydraulic components maintenance in workshops		5		
10	Mechanical components maintenance in workshops		10		
11	Maintenance of landing gear in workshops		5		





12	Maintenance of wheel and break components in workshops		10		
13	Emergency equipment maintenance in workshops		5		
14	Aircraft interior components maintenance in workshops		5		
15	Non-destructive material testing (NDT): -Liquid penetrant, Magnetic particle -Eddy current, Ultrasonic -X/Gamma Radiographic -Borosopic test		2 2 1 2		
16	Complex repairs on aircraft systems for which Government Avio Service is not equipped		35		
17	Performance of repairs, modifications or changes according to Government Avio Service demands		10		
18	Engineering services and other administrative services related to works performed on aircraft		2		
19	Performance of works according to Airworthiness Directives (AD Note), Service bulletins and Service Information or modifications according to aircraft or engine manufacturer's approval pursuant to requirements of aviation authorities or Government Avio Service		10		
20	Aircraft parts maintenance and repair (aircraft painting, structural repair, polishing, cleaning)		2		
<b>TOTAL (1+20)</b>					



**Table II**

Man power price for technical support and worldwide support for the aircraft from Government Avio Service fleet.

Reg. No.	DESCRIPTION	Services price per person/hour	Quantity	Currency	Total
1	Ground engineers' services		10		
2	Electronics, avionics, instruments, engines		10		
3	Repairs of HONEYWELL TFE-731 Engine		10		
4	Engineering		5		
5	Non-destructive material testing (NDT): a) Liquid penetrant, Magnetic particle b) Eddy current, Ultrasonic c) Boroscopic test		5 5 5		
<b>TOTAL (1+5)</b>					

**NOTE:** Travelling expenses, accommodation and per diems for the personnel who will provide technical support and worldwide support are borne by the Procuring Entity. For requested or necessary overtime work, 50% of the aforementioned prices shall be added.

Saturdays, Sundays and local holidays are considered overtime work.

The prices of the material installed within the services of technical support and worldwide support for the aircraft from Government Avio Service fleet are prices stated in **Table III**, increased by 10%.





**Table III**

	DESCRIPTION	Commission value
1.	Handling costs related to the supply of spare parts, consumables, components and rotables for direct sale, exchange or repair as follows:	
	<b>1.a)</b> from CHF 0.00 to CHF 20,000.00	_____ % of current market value of part
	<b>1.b)</b> from CHF 20,001.00 to CHF 50.000,00	_____ % of current market value of part
	<b>1.c)</b> from CHF 50,001.00 to CHF 75.000,00	_____ % of current market value of part
	<b>1.d)</b> from. CHF 75,001.00 and above	_____ % of current market value of part
	<b>1.e)</b> for the part delivered by Procuring Entity	_____ % of current market value of part
	<b>1.f)</b> handling costs for the parts ordered by Procuring Entity from third parties	_____ % of current market value of part
2.	Technical support (procurement, supply and renting of equipment and tools required for aircraft servicing and work performance)	_____ % of current market value of part
<b>TOTAL (1+2)</b>		

**NOTE: 1)** Total value of the Table III is the sum of the percentages considered as the sum of natural numbers.

**2)** Transportation costs are borne by Procuring Entity.



## RECAPITULATION

Table A (1+20)

\_\_\_\_\_

Table B (1+5)

\_\_\_\_\_

Table C (1+2)

\_\_\_\_\_

TOTAL: (I+II+III)

\_\_\_\_\_

Services which are the subject of this Public Procurement are free of VAT, according to Article 24, paragraph 1, item 17) of the Law on Value Added Tax ("Official Gazette of the Republic of Serbia", Numbers: 84/04, 86/04 – correction, 61/05 and 61/07).

Authorized Person

Date: \_\_\_\_\_ 2015

\_\_\_\_\_

Seal



**BID PREPARATION COSTS FORM**

Type of cost	Price with VAT
Bid preparation costs	
Bid submission costs	
<b>TOTAL:</b>	

Date: \_\_\_\_\_ 2015

Signature \_\_\_\_\_

Seal



Pursuant to Article 26, paragraph 2 of the Law on Public Procurement ("Official Gazette of the Republic of Serbia", No.124/12, 14/15 and 68/15), the Bidder

---

**makes**

**STATEMENT OF INDEPENDENT BID**

Hereby I declare under full financial and criminal liability that I have submitted the bid for the Public procurement No. O-05/2015 - Procurement of maintenance services, technical support and worldwide support for the aircraft from Government Avio-Service fleet and procurement of spare parts and materials, independently, without any agreement with other bidders or interested parties.

Date: \_\_\_\_\_ 2015

S i g n a t u r e

Seal \_\_\_\_\_

**NOTE:** The required number of copies shall be provided.



**GENERAL DATA ON BIDDER**

1. BIDDER PARTICIPATING INDIVIDUALLY
  2. BIDDER PARTICIPATING WITH SUBCONTRACTORS
  3. AUTHORIZED BIDDERS' GROUP MEMBER
- (circle)

Bidder's business name	
Bidder's abbreviated business name listed in the appropriate register	
Bidder's headquarters address	
Bidder's responsible person (director)	
Person authorized to sign the bid	
Contact person	
Tel. number	
Fax	
E-mail	
Company's bank account number	
Name of the Bidder's commercial bank	
Bidder's registration number	
Bidder's identity number - TIN	
VAT number	

Date: \_\_\_\_\_ 2015

Signature

Seal



**STATEMENT OF THE GROUP MEMBERS WHO ARE SUBMITTING JOINT BID**

We hereby declare the participation as a bidders' group in Public procurement No. O-01/2015 - Procurement of maintenance services, technical support and worldwide support for the aircraft from Government Avio-Service fleet and procurement of spare parts and materials, whereas:

Group member's name and headquarters address	Type of services delivered by the group member	Group member's participation in the bid (%)	Responsible person's signature and group member's seal
Authorized member:			Responsible person Signature: _____ Seal
Group member:			Responsible person Signature: _____ Seal.
Group member:			Responsible person Signature: _____ Seal

Date: \_\_\_\_\_ 2015

Form is certified with a stamp and signed by **the responsible representatives of each group members – directors.**



## GROUP MEMBER'S GENERAL DATA

Bidder's group member business name	
Bidder's group member abbreviated name	
Bidder's group member headquarters address	
Group member's responsible person – director	
Person authorized to sign the bid	
Contact person	
Tel. number	
Telefax	
E-mail	
Company's bank account number	
Name of the Bidder's commercial bank	
Bidder's registration number	
Bidder's identity number - TIN	
VAT number	

Date: \_\_\_\_\_ 2015

Signature

Seal

NOTE: The required number of copies shall be provided for each member of the group of bidders.





**BIDDER'S STATEMENT THAT HE DOES NOT PARTICIPATE WITH THE  
SUBCONTRACTORS**

We hereby declare under complete moral and material liability that we do not participate with subcontractors in the Public procurement No. O-05/2015 - Procurement of maintenance services, technical support and worldwide support for the aircraft from Government Avio-Service fleet and procurement of spare parts and materials

Signature

Date: \_\_\_\_\_ 2015

Seal \_\_\_\_\_

**NOTE:** The required number of copies shall be provided



**STATEMENT ON HIRING SUBCONTRACTORS**

For the execution of the Public procurement No. O-05/2015 - Procurement of maintenance services, technical support and worldwide support for the aircraft from Government Avio-Service fleet and procurement of spare parts and materials, we shall hire following Subcontractors:

No	SUBCONTRACTOR'S NAME	TYPE OF OFFERED SERVICES
1		
2		
3		

Signature

Date: \_\_\_\_\_ 2015

Seal \_\_\_\_\_



**SUBCONTRACTOR'S GENERAL DATA**

Subcontractor's business name	
Subcontractor's abbreviated name	
Subcontractor's headquarters address	
Subcontractor's responsible person – director (name and surname)	
Person authorized to sign the bid	
Contact person	
Tel. number	
Telefax	
E-mail	
Subcontractor's bank account number	
Name of the commercial bank	
Subcontractor's registration number	
Subcontractor's identity number - TIN	
VAT number	

Date: \_\_\_\_\_ 2015

Signature

---

 Seal
**NOTE:** The required number of copies shall be provided for subcontractors.

---

Bidder's name

---

Address

**STATEMENT  
ON BUSINESS CAPACITY**

I hereby confirm under full moral, material and criminal responsibility that we fulfill the condition related to business capacity and that within last five fiscal years (2010, 2011, 2012, 2013 and 2014) the bidder has performed:

- at least thirty (30) base maintenance checks on the aircraft Falcon 50;
- at least ten (10) base maintenance checks on the aircraft Learjet 31a;
- at least (20) major periodic inspection (MPI) within the maintenance of TFE731 engine unit
- at least five (5) Hot Section Inspections (HIS) of auxiliary power unit (APU) GTCP36

Authorized representative signature

Date: \_\_\_\_\_ 2015

Seal



---

Bidder's name

---

Address

**S T A T E M E N T**  
**ON TECHNICAL CAPACITY**

I hereby confirm under full moral, material and criminal responsibility that we possess:

- integrated NDT shop, survival equipment shop, wood shops, upholstery shop, sheet metal shop, avionic shop, engine shop, specific paint hangar which has full capability for any type of interior refurbishment or avionics modification.
- at least one (1) service center in Europe, USA, Middle-East, Asia, for maintenance checks on the aircraft Falcon 50 and on Learjet 31a, as well as that the above mentioned facilities shall be at disposal during the entire period of performance of the services subject of this Public procurement.

Authorized representative signature

Date: \_\_\_\_\_ 2015

Seal



---

Bidder's name

---

Address

**S T A T E M E N T**  
**ON PERSONNEL CAPACITY**

I hereby confirm under full moral, material and criminal responsibility that we possess:

1. a dedicated team for support on the aircraft FALCON 50 and on LEARJET 31a for AOG (Aircraft on Ground - unfit for flight) situations, which means a licensed team together with tools and materials necessary for subject work performance.
2. the AOG team will provide complete service or logistic support for any kind of technical problem, regardless the state in which the aircraft from the Government Avio Service fleet is positioned in the moment of the problem occurrence.

Authorized person's signature

Date: \_\_\_\_\_ 2015

Seal







### **Annex 1**

Excerpt from Business Register Agency, or the excerpt from the competent Commercial court register  
(for foreign Bidders: Excerpt from of the competent authority register of the country where company has its own head office)



## **Annex 2**

Excerpt from penalty record, or the Certificate of the competent court and police  
department of the Ministry of Internal Affairs  
(for foreign Bidders: Approval of the competent authority of the country where company  
has its own head office)



### **Annex 3**

**Certificate of the Commercial Court or Magistrate Court or the Business Registers Agency (for foreign Bidders: Approval of the competent authority of the country where company has its own head office)**



#### **Annex 4**

Approval of the competent tax authority and the certificate of the competent local authority  
(for foreign Bidders: Approval of the competent tax authority of the country where company has its own head office)



**Annex 5**

PART 145 Approval document (Certificate) as evidence



**Annex 6**

Approval of the authorized service center for the aircraft FALCON 50





**Annex 7**

approval of the authorized service center for the aircraft LEARJET 31A



## Annex 8

Evidence of the authorized service center for Engine TFE-731 series



**Annex 9**

Official form (BON-JN) from Business Register Agency or copy of  
Balance Sheet or Income Statement for 2014



# **CONTRACT MODEL**

## **PUBLIC PROCUREMENT CONTRACT**

**O-05/2015**

Procurement of maintenance services, technical support and worldwide support for the aircraft from Government Avio Service fleet and procurement of spare parts and materials



# Maintenance Agreement

**between**

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**and**

**GOVERNMENT AVIO-SERVICE**



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Government Avio-Service, Maintenance Agreement

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## Definitions

For the purpose of this agreement the following terms and abbreviations shall have the meaning as stated below.

Description	Meaning
AD	Airworthiness Directive
Aircraft	The aircraft and its engines and APU as listed in the appropriate annex to this agreement being covered under the provisions of this Agreement
AMC	Acceptable Means of Compliance
AOC	Aircraft Operation Certificate, a document issued by a Competent Authority to a company to approve this company to operate aircraft for commercial air transport
AOG	Means Aircraft On Ground and defines a situation where due to the technical status of the aircraft further operation is prohibited due to the aircraft being unfit for flight
APU	Auxiliary Power Unit
CA	Competent Authority
CAA	Civil Aviation Authority
CAM	Continuing Airworthiness Manager
CAME	Continuing Airworthiness Management Exposition
CAMO	Continuing Airworthiness Management Organization
CH 5	Chapter 5
CMMS	Computerized Maintenance Management System, contracted by the Customer to a suitable service provider at Customer expense and under the sole control and responsibility of Customer regarding accuracy, integrity and completeness of data stored therein
Competent Authority	Competent Authority in the sense of EC regulation NO 2042/2003 has the oversight over the airworthiness of the Aircraft and issue AOC.
CRS	Certificate of Release to Service
CSN	Cycle since new
CSO	Cycle since overhaul
DOA	Design Organization Approval according to EASA Part-21
EASA	European Aviation Safety Agency
EC	European Community
FAA	Federal Aviation Administration (US – CAA)
FOCA	Federal Office for Civil Aviation for Switzerland
HIL	Hold Item List
JA Location	Service Provider's Organization Location
JAR	Joint Aviation Regulation
LLP	Life Limited Parts
MM	Maintenance Manual
MOE	Maintenance Organization Exposition
MPD	Maintenance Planning Document
MRBR	Maintenance Review Board Report
NAA	National Aviation Authority
OEM	Original Equipment Manufacturer



Operator	A company having an own AOC approval that operates aircraft for commercial air transport, either owned by the company or under a contract with an aircraft owner, according to the rules of EC regulation No. 2042/2003
PCA	Person Responsible for Continuing Airworthiness
RAS	Repair Approval Sheet (EASA Document equivalent to FAA Form 8100-9)
S/N	Serial Number
SB	Service Bulletin
SNAG Sheet	A maintenance record as per (MOE) to record inspection findings or other remarks
TC	Type Certificate
TCA	Transport Canada Authority (Canada CAA)
TLMC	Tome Limits & Maintenance Checks
TSN	Time since new
TSO	Time since overhaul



## 1. Applicability

### 1.1. Customer

This Agreement is applicable between:

**Republic of Serbia**

**Government Avio- Service**

**Bulevar Mihaila Pupina 2**

**11070 Novi Beograd**

(Customer)

and

**1.2. Service Provider** – Approved as an EASA Part-145 Maintenance Organization by the Competent Authority

---

(hereinafter referred to as \_\_\_\_\_ )

### 1.3. Competent Authority

For the purpose of this Agreement reference to the Competent Authority shall mean the Civil Aviation Authority of Serbia.

## 2. Objective of the Agreement

For the purpose of definition of Maintenance and Maintenance Management Procedures regarding the operation of aircraft for commercial air transport under approval issued by Competent Authority, the following agreement is been concluded between the Customer and \_\_\_\_\_, as a Service Provider.

This Agreement is applicable to the aircraft, including their engines and APU, as referred to as „Aircraft“ in Annex 1 to this Agreement. Annex 1 is the integral part to this Agreement.

Exhibit C to this Agreement «General Terms of Maintenance and Repair» is the integral part of this agreement with the reservation that if any provision of the agreement and Exhibit C are in conflict, the provisions of the Agreement shall prevail.

## 3. Operators Continuing Airworthiness Tasks

### 3.1. Maintenance Responsibility



Within the Customer's operation, the maintenance responsibility is delegated to the Continuing Airworthiness Manager (CAM). The responsibilities of CAM are defined in the Customer's Continuing Airworthiness Management Exposition (CAME) or in the other relevant document.

It is important to understand that Customer as an EU OPS-1 operator is responsible for the maintenance performed by the maintenance organization (Service Provider), which is approved and accepted by Competent Authorities, according to EASA Part-145.

Accordingly, when it is stated that Service Provider performs such function, activity or task, it must be understood that Customer remains responsible for being satisfied that such functions, activity or task was carried out as required by Customer.

Furthermore it is understood that this Agreement does not release Service Provider as a EASA Part-145 approved maintenance organization to comply with all EASA Part-145 requirements.

Maintenance due includes both scheduled maintenance tasks ordered by Customer, as well as unscheduled maintenance, including work arising from any maintenance activity.

### **3.2. Contracted tasks**

It is understood between Customer and Service Provider that this agreement defines the tasks contracted by the Customer to Service Provider on a non exclusive basis. It is Service Provider's responsibility to inform the Customer of any circumstances and/or changes within his organization that will affect the ability of Service Provider to perform its obligation under this agreement.

It will be Customer's responsibility to notify the relevant competent authority on such changes.

### **3.3. Contractors procedure**

Service Provider will perform the tasks contracted to them in this agreement based on EASA Part-145 Maintenance Organization Exposition (MOE) and will apply the processes as laid down in the MOE and related procedures.

No other own procedures of the Service Provider will be used.

### **3.4 . Procedure control**

It shall be the Customer's responsibility to ensure that all Service Provider's Maintenance Organization Exposition (MOE) procedures are in compliance with his CAME procedures or with other relevant document.

### **3.5. Other procedures**

If Service Provider develop other procedures that are used in accomplishment of the tasks as agreed in this contract, the MOE and its related procedures, then Service Provider shall provide such procedures to the Customer for approval prior to using such procedures for work on Customer's aircraft.

Customer will cross-check compliance of such procedures with its' CAME and will advise Service Provider if discrepancies are found.



### **3.6. Access to Continuing Airworthiness Manager (CAM) related data**

The Continuing Airworthiness Manager (CAM) shall have free access at all times to data pertaining to the aircraft of the Customer that are stored at Service Provider's location.

### **4. Service Provider Obligations**

During the whole term of this Agreement the Maintenance Company undertakes to:

Carry out all the tasks as contracted to Service Provider by the Customer in this Agreement.

Maintain the appropriate EASA Part-145 approval for all aircraft types issued by Competent Authorities, covered in this agreement but subject to the different Service Provider Location Capabilities, as listed in the respective MOE.

Guarantee that licenses and authorizations of Service Provider's specialized personnel performing services for the Customer are up to date.

### **5. Scope of Work**

#### **5.1. Type of aircraft, engines and Auxiliary Power Unit (APU)**

This agreement is applicable for one or more Aircraft, including their engines and APU as listed in Annex 1 to this agreement.

#### **5.2. Contracted Maintenance**

Contracted maintenance will be provided as lined out in Exhibit A to this agreement.

### **6. Commercial Consideration**

#### **6.1 Prices and Terms of Payment**

It is understood between the parties, that services under this agreement shall be paid according to charges raised by Service Provider and his respective Invoice. The payment shall be effected to the bank account number specified in the Annex 2 to this agreement. Prices of performed services are established in the Service Provider's Offer No. \_\_\_\_\_ dated \_\_\_\_\_ 2015 and Tables I-III of the Price Breakdown Form, which are the integral part of this agreement.

It is understood between the parties that payment according this agreement is regularly made after the performed services, in the amount of 100%, on the bidder's current account number in CHF, within 15 (fifteen) days from the receipt of the invoice signed by the Procuring Entity's authorized representative and the document which is a valid evidence that the service has been performed.

The higher-value services (with value over 1.000.000 RSD) may be paid against a pro-forma invoice, specification of the part of the performed services and used material and unit prices from the bid No. \_\_\_\_\_ dated \_\_\_\_\_ 2015, signed by the authorized representative of the Procuring Entity within 15 days from the receipt of the pro-forma invoice in CHF. The payment is effected to the current account number specified on the invoice



In exceptional circumstances the advanced payment in the amount of 100% within 15 (fifteen) days from the receipt of the pro-forma invoice signed by the authorized representative of the Procuring Entity in CHF, will be allowed. The payment is effected to the current account number specified on the invoice.

Procuring Entity reserves the right to adjust payments to the liquidity of the Republic of Serbia budget.

The VAT exemption is applied for the services which are subject of this Public Procurement, pursuant to paragraph 1, item 17) of Article 24 of the Value Added Tax Law („Official Gazette of the Republic of Serbia”, No. 84/04, 86/04-correction, 61/05 and 61/07).

## **7. Compliance with Law**

Customer and Service Provider warrant that they will at all times comply with all applicable laws, including the national export laws of the Service Provider and other countries.

Customer and Service Provider acknowledge their obligations under the national export law of the country in which Service Provider has its head office and will adhere to such law with regard to any good, services, technical data and other information or any order under this Agreement.

Customer recognizes and acknowledges that goods, services, technical data and other information provided by Service Provider may be subject to export laws and restrictions issued by a foreign country in which Service Provider has its head office and Customer agrees to cooperate with Service Provider in obtaining any necessary export licenses or other authorizations from the Government of the country in which Service Provider has its head office, as may be required.

During the application process for required export licencing, Service Provider will, by means of a special form issued by Competent Authority of the country in which Service Provider has its head office, provide information to the Customer, whether such goods, services, technical data and information are subject to export laws and regulations of the country in which Service Provider has its head office.

Customer will provide for or obtain the signature of the „Ultimate Consignee“ defined in a special form and will guarantee that no re-export will be done of such goods, services, technical data and information to other countries than licensed for, unless appropriate new export licensing is obtained from the authorities of the country in which Service Provider has its head office, as specified in a special form.

## **8. Liability**

General rules for liability shall be as lined out in Article 13 of the Exhibit C of this Agreement.

Each Service Provider Location shall be individually liable for damage arising out of or related to its orders, transactions or actions. Each Service Provider Location shall not be jointly and severally liable for damages arising out of or related to orders, transactions or actions by other Service Provider Locations.

## **9. General Terms of Maintenance and Repair**

The General Terms of Maintenance and Repair as attached to the Agreement in Exhibit C are the integral part of this Agreement and will be applied unless otherwise agreed upon in this Agreement. In case of contradiction between the provisions of the Agreement and Exhibit C, the provisions of the Agreement shall take precedence.





## **10. Effectiveness of this Agreement**

This Agreement shall become effective on the day of its signature by both parties and shall be valid until 31 December 2015, i.e. up to the sum of \_\_\_\_\_ dinars, when it will automatically terminate without the need of further notice to the parties.

The Agreement can be terminated by either Party giving written notice of termination to the other party with at least three (3) months notice.

The Aircraft at least one time per calendar year shall visit a Service Provider's Location for accomplishment of a scheduled maintenance of the level annual inspection. If the Aircraft is not put into maintenance at Service Provider's facility regularly, as lined out above, then Service Provider shall have the right to terminate the Agreement with a 30 (thirty) days notice.

The Agreement will automatically terminate in case of change of Ownership of the aircraft, change of Operator of the aircraft, change of Registration of the aircraft or withdrawal from use. If other aircraft are included in the Agreement, it shall remain in force for such other aircraft.

In case of termination of this Agreement for any other reason outlined under previous item (change of Ownership of the aircraft, change of Operator of the aircraft, change of Registration of the aircraft or withdrawal from use), Service Provider and Customer shall inform the Competent Authority of such termination.

Service Provider reserves the right to terminate this Agreement with immediate effect and at its sole discretion in the event that the results of a compliance and integrity check on the Customer should at any time be negative.

Notwithstanding the stipulations of the General Terms of Maintenance and Repair article 9.7, it is agreed between the parties to this Agreement, that in case of expiration or termination of the Agreement due to whatever reason, for one or all of the Aircraft covered under this Agreement, the Customer shall remain responsible for all charges and claims of Service Provider to the Customer for all works and services performed by Service Provider pursuant to this Agreement for the Aircraft prior to the date of expiration or termination of the Agreement. It is understood that such charges and claims include, but are not limited to, (i) All open receivables of Service Provider, (ii) unbilled work and services of Service Provider, (iii) any charges for denied warranty or GPMP coverage for work and services, (iv) any additional cost incurred for 3rd party services ordered by Service Provider and (v) any supplemental charges for off-core repairs or overhaul in connection with exchange transactions. Such responsibility shall extend for an unlimited period of time for a given aircraft except in cases when the Customer has formally notified all affected Service Provider's Locations in writing in accordance with the requirements of Annex 2 to this Agreement of a forthcoming or executed change of Ownership of the aircraft, change of Operator for the aircraft, change of Registration of the aircraft or withdrawal from use, in which case the responsibility of the Customer shall be limited to charges raised by Service Provider within 180 calendar days after the date of notification receipt by the respective Service Provider's Location.

## **11. Insurance**

The parties agree that the provisions of the General terms of Maintenance and Repair according to Exhibit C shall be applied. Exhibit C shall be deemed as an integral part of this Agreement.



The ground hangar keeper's liability including product liability insurance as per paragraph 13.1 of the General Terms of Maintenance and repair shall not be less than USD 80 million.

The flight risks, Aircraft Combined Single Limit/Third Party & Passenger Liability Insurance as per paragraph 13.6 of the General Terms of Maintenance and repair shall not be less than USD 200 million.

## **12. Miscellaneous**

### **12.1. Assignment**

The Agreement, or any of the rights or obligations under the Agreement, shall not be assignable by the Customer party to any third party, except with the prior written consent of the other party.

### **12.2 Disclaimer**

This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of legal association between the parties.

### **12.3 Modification**

Any modification of the provision of this Agreement shall be in writing to be valid.

### **12.4 Partial Invalidity**

If a provision is prohibited by or invalid under applicable law, the parties agree to replace any such prohibited or invalid provision with a new provision which has the most nearly similar permissible economic effect.

### **12.5 Waiver**

The waiver by either party of a breach or default under this Agreement shall not constitute the waiver of any subsequent breach or default, and shall not act to amend or negate the rights of the parties under this Agreement.

### **12.6 Titles and Headings**

Titles and headings to sections or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of this Agreement.

### **12.7 Notices**

All notices and other communication hereunder shall be in writing and in the English language and shall be deemed to have been duly given if sent by registered or certified mail or facsimile as listed in Annex 2 for Service Provider and per Annex 3 for customer or to any other address which from time to time be communicated by a party to the other, or by hand delivery to the other party against receipt. The notice shall be deemed effective and all time periods relating to the giving of such notice shall commence upon receipt of such notice.



## **12.8 Customer Authorized Representatives**

The Continuing Airworthiness Manager (CAM) of the Customer and/or the Captain of the Aircraft shall be considered as duly authorized representatives of the Customer. The Continuing Airworthiness Manager (CAM) of the Customer and the Captain of the Aircraft shall be authorized to order any and all services or/and work according to the terms as set forth in this Agreement in the name of, on behalf of and for the account of the Customer.

If the Customer intends to position one or more representative(s) at the Service Provider's Facility during any portion of an input downtime, upon receipt of a written request signed by duly authorized officer of the Customer, Service Provider can support the accommodation of such representative(s). Cost for such accommodation would then be paid directly to the provider by Service Provider and charged back to the Customer with the maintenance project invoice.

If the Customer intends to position one or more representative(s) at the Service Provider's Facility during any portion of an input downtime, upon receipt of a written request signed by duly authorized officer of the Customer, Service Provider can support transportation of such representative(s) either by taxi or rental car. Cost for such Transportation would then be paid directly to the provider by Service Provider and charged back to the Customer with the maintenance project invoice.

## **12.9 Geographical Limitations**

Service Provider cannot guarantee the support for AOG in a country subject to economic sanctions or trade embargoes imposed by the country in which Service Provider has its head office. Depending on the circumstances, Service Provider may need to seek a license from the country in which Service Provider is located or from the country of its head office or from another Government in order to send or deliver a part to assist an AOG or to dispatch workforce to accomplish any recovery actions. Such process may delay or restrict Service Provider's ability to perform under this Agreement and, in cases where the license is refused or unavailable, Service Provider would not be able to service AOG within the terms of this Agreement.

## **12.10 Exhibits and Annexes**

It is agreed that the Exhibits A), B) and C) and the Annexes 1,2,3 shall be deemed integral part of this Agreement. In case of contradiction of any provisions in the Exhibits A) and B) and Annexes 1, 2 and 3 with provisions of the Agreement, the provisions of the Annexes shall prevail.

## **12.11 Form and Exchange of Signatures**

For this Agreement to enter into force, handwritten signatures of the Parties are required. Signed copies of the Agreement exchanged either as hardcopies or e-mailed PDF files or faxed documents shall be considered original signatures.

## **12.12 Counterparts**

This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same Agreement.



**13 Applicable Law / Jurisdiction**

The Parties agree that the applicable law and place of jurisdiction provisions (**Laws of the Service Provider's country**) of the General Terms of Maintenance and Repair according to Exhibit "C" shall be applied. Exhibit "C" shall be deemed as an integral part of this Agreement.

Both parties hereby confirm their approval of the terms and conditions as set forth in the present Agreement.

**Signed for Customer**

Place, date:.....

Name:.....

Name:.....

Title:.....

Title:.....

Signature:.....

Signature:.....

**Signed for Service Provider**

Place, date:.....

Name:.....

Name:.....

Title:.....

Title:.....

Signature:.....

Signature:.....



## **Exhibit A - Contracted Maintenance**

### **1 General**

This Exhibit A) shall form integral part of the Agreement.

All capitalized expressions used in this Exhibit A) shall bear the same meaning as and all definitions shall be as defined in the Agreement section "Definitions".

### **2 Scope of Work**

Service Provider shall offer to Customer maintenance, technical assistance and worldwide support for the aircraft(s), engines and APU mentioned under paragraph 2.1 in accordance with the terms as set forth in this Agreement.

#### **2.1 Type of aircraft, engines and APU**

This agreement is applicable for the aircraft(s), including their engines and APU as listed in Annex 1 to this agreement.

##### **2.1.1 Type of maintenance to be performed**

Customer shall entrust Service Provider with:

- Line and base maintenance (scheduled and unscheduled) (A1, A2 rating) in accordance with EASA PART-145 as required/requested by Customer;
- Maintenance on engines and APU (B1 and B3 rating),
- Maintenance on components (C1, C2, C3, C4, C5, C6, C7, C8, C9, C12, C13, C14, C15, C17, C18, C19 and C20 rating) as required/requested by Customer
- NDT (D1) as required/requested by Customer
- Defect rectification as requested by Customer;
- Any repairs, modifications or alterations as requested by Customer;
- Maintenance administration for work performed by Service Provider;
- Compliance with Airworthiness Directives, Service Bulletins, Service Letters or related, inspections or modifications as released by the manufacturer of the airframe, engine or appliance or as required by the Competent Authority and the TC holders Authority, as requested by the Customer;
- Procurement and supply of equipment parts and accessories required for the requested maintenance of the aircraft operated by Customer.
- Maintenance Compliance in accordance with any additional service agreements, where Applicable



It is understood, that the Customer reserves the right to entrust other certified maintenance organizations for individual maintenance actions on a case-by-case basis provided however that it is understood that Service Provider will neither warrant, represent or covenant any such third party services nor be, directly or indirectly, liable for any damage, loss or discrepancies to the Customer directly or indirectly arising out of or in connection with services requested of and provided by any third parties.

## **2.2 Location of Maintenance Work**

### **2.2.1 Location of Base Maintenance**

Service Provider will carry out base maintenance in the location of the facilities identified in Annex 2 to the Agreement for the respective aircraft types listed in there.

### **2.2.2 Location of Line Maintenance**

Line maintenance will be carried out by Service Provider at the following location:

- Location as of the facilities identified in Annex 2 to the Agreement for the respective aircraft types listed there; or
- Any other location as arising either from the unserviceability of the aircraft or from the necessity of supporting occasional line maintenance requested by Customer.

## **2.3 Contracting and Subcontracting**

### **2.3.1 General**

Contracting means the arrangement of or for maintenance of any aircraft or component at another Part-145 approved organization.

Subcontracting means the arrangement of or for maintenance of any aircraft or component for which Service Provider is approved at another organization that is working under the quality system of Service Provider.

### **2.3.2 Contracting**

Service Provider may contract certain arrangement of or for maintenance of any aircraft or component to EASA PART-145 approved third parties. The Customer must be informed about contracted arrangements before the contracting takes place.

### **2.3.3 Subcontracting**

Service Provider may subcontract tasks to third parties when the procedures of the approved EASA PART-145 MOE are followed and the requirements of EC 2042/2003 Annex II 145.A.75(b) are met (refer to Service Provider's MOE for procedure).

Upon request by the Customer, Service Provider must provide any information, especially the information regarding quality monitoring, about any subcontracted organizations.

The Customer must be informed about any subcontracted arrangements and provide to Service Provider approval for the subcontracted arrangements before commencement of such arrangements.





## **2.4 Maintenance Program**

### **2.4.1 Development and Amendment**

It is the Customer's responsibility to ensure that, for each aircraft in his fleet, there is in force a maintenance program that has been approved by the Competent Authority.

The Customer will be responsible for the initial development of his Maintenance Program and any changes to this Maintenance Program and for the receipt of the approval from the Competent Authority.

A controlled copy of the mentioned maintenance program and any revision thereto will be supplied by Customer to Service Provider.

### **2.4.2 Maintenance Program Effectiveness and Reliability**

The compliance with the Maintenance Program will be controlled under CMMS.

No reliability monitoring to substantiate changes to the approved Maintenance Program will be performed by the operator, the OEM MM will be the only source for Maintenance Program changes.

Any revisions to the OEM's recommended MM will be received by the Customer and by Service Provider.

Customer will review the Competent Authority approved Maintenance Program against the MM changes received and will establish proposed changes to the Maintenance Program. This proposal will be submitted by the Customer to the Competent Authority for review and approval.

After receipt of Competent Authority approval the respective changes will be entered into the Maintenance Program and changes will be implemented into the CMMS by the Customer.

### **2.4.3 Service Provider's Responsibility**

It is Service Provider's responsibility to conduct all maintenance to the Customer's aircraft, subject to the terms and conditions of this Agreement, fully in accordance with the requirements laid down in the Customer's approved maintenance program.

## **2.5 Quality Monitoring**

Customer will carry out periodic audits on Service Provider as specified in the CAME. Service Provider will allow access by Customer staff to the necessary departments as required to carry out the audit.

Customer will provide Service Provider with timely notification of audit due dates. Results of the regular quality audits by Customer will be forwarded to the Quality Manager of Service Provider. Service Provider rectifies the discrepancies within the agreed time scale.

Service Provider will allow access by Competent Authority staff to the necessary departments for conducting audits as required by the Competent Authority.

Access requirements will be announced via the Customer. Customer will provide Service Provider with timely notification of required access due dates.





## **2.6 Competent Authority Involvement**

It is the Customer's responsibility to inform the Competent Authority in all relevant aspects regarding maintenance, modifications and repairs and to obtain the necessary approvals from the Competent Authority.

Upon Customer's request, Service Provider may assist the Customer with supporting documentation and data.

## **2.7 Airworthiness Data**

### **2.7.1 Documents provided by Customer**

Due the fact that Service Provider and Customer are receiving some data/documents under their own control and subscription, some data / documents are available in both locations simultaneously.

The following airworthiness data and additional documents, including revisions, are held by Customer and will be made available by Service Provider:

- Operator Maintenance Program (Customer Maintenance Program)
- Customer Airworthiness Directive listing (upon request of Service Provider listing will be supplied by Customer)
- Airworthiness Directives issued by Competent National Authority (Upon request)
- Airframe, Engine and APU manufactures maintenance programs (CH 5) (Upon request)
- Airframe, Engine and APU manufactures maintenance manuals (Upon request)
- Airframe, Engine and APU manufactures illustrated parts catalogue (Upon request)
- Airframe, Engine and APU manufactures service bulletins (Upon request)
- Standard Airframe wiring manuals (upon request)
- Standard Airframe maintenance and repair instruction manual (Upon request)
- any supplemental wiring-, maintenance manual and illustrated parts catalogue. (on board the aircraft)
- Customer Minimum Equipment List (MEL), Airplane Flight-, Operating and Loading Manuals. (on board the aircraft)
- Instructions for Continuing Airworthiness (ICA's) for any optional equipment or modifications embodied in the aircraft. (on board the aircraft)
- CMMS on-line access or submitted last revision

### **2.7.2 Documents available at Service provider**

- Airworthiness Directives as issued by the FAA, EASA and of the state of design that issued the Type Certificate of the airframe, engines and APU.
- Airframe, Engine and APU manufacturers maintenance programs (CH 5)
- Airframe, Engine and APU manufacturers maintenance manuals
- Airframe, Engine and APU manufacturers illustrated parts catalogue



- Airframe, Engine and APU manufacturers service bulletins
- Standard airframe wiring manuals
- Standard airframe maintenance and repair instruction manual
- Service Bulletins regarding aircraft, engines, APU and appliances

## **2.8 Incoming Condition**

The Customer will inform the Service Provider Location of any maintenance required in sufficient time so that the necessary planning may be carried out.

The Customer will ensure that the Aircraft is presented for scheduled maintenance or unscheduled maintenance with precise details of the work required and all known defects are recorded on the current sector record page of the Aircraft's technical log book.

The Customer undertakes to provide Service Provider's Location with complete updated documentation relative to the Aircraft and its engines each time the aircraft stops to have scheduled and/or unscheduled inspections performed at Service Provider Location's facility.

The Customer will be responsible to keep the Aircraft and engine log books accurately up-to-date and record in particular all occurrences during the operation of the Aircraft as well as all maintenance or modification works performed, and be responsible for the accuracy of the information recorded.

A pre-input meeting will be carried out between Service Provider's planning department and Customer CAM (or his deputy, see Annex 3) as detailed in section 2.23 below.

Prior to any base maintenance a Work Acceptance Form will be completed by Service Provider's Location and duly signed by authorized representatives of Customer and Service Provider's Location.

Additional findings will be rectified in agreement between Customer and Service Provider.

Any aircraft technical records provided by the Customer for use during maintenance down time, must be stored by Service Provider in a safe way as with regards to fire, flood and theft during their possession. This provision shall not include any general storage obligation of Service Provider.

## **2.9 Airworthiness Directives, Service Bulletin and Modifications**

### **2.9.1 Airworthiness Directives**

#### **2.9.1.1 General**

All applicable Airworthiness Directives issued by the Type Certificate Holder's Authority and/or FAA and/or the Competent Authority must be complied with.

Customer will receive and review all AD's issued against the aircraft, engine, APU and appliances in accordance with Customer MME or equivalent documentation procedures. Customer will determine applicability of the AD and the Selected Means of Compliance for the AD.

All airframe, engine, APU and appliances AD's must be received by Service Provider in accordance with Service Provider's Location MOE.



Customer Continuing Airworthiness Manager (CAM) will add the requirements of the applicable AD's to the agreed work package for incorporation.

### **2.9.1.2 Access to the Airworthiness Directives (AD)**

The following AD's are received and filed by Customer and Service Provider:

- All applicable airframe AD's, small and large aircraft
- All applicable engines AD's
- All applicable appliances AD's

If for some reason Customer is not receiving all Airworthiness Directives anymore, Service Provider must be informed immediately concerning this fact and a new procedure must be established.

### **2.9.1.3 Airworthiness Directive Listing**

Customer will maintain a current list of Airworthiness Directives detailing the following information:

- AD Number ( AD Number and AD Number of originating Competent authority)
- Description
- Due date
- Complied with date
- Repetitive or one time and
- Means of Compliance (i.e. Service Bulletin Reference etc.)

The report shall be divided into the following four categories:

- Airframe
- Engine
- APU
- Components

The AD listing will be kept by Customer together with the aircraft document and is available for Service Provider for controlling when ever needed.

The AD listing will be maintained in accordance with the procedures defined in the Customer MME or equivalent documentation.

## **2.9.2 Service Bulletins**

### **2.9.2.1 General**

Decision on compliance with Service Bulletins (SB's) is the sole responsibility of the Customer. All Service Bulletins will be received by Customer and reviewed in accordance with Customer MME or equivalent document procedures.

All Service Bulletins will also be received by Service Provider as required in Service Provider's Location MOE.

### **2.9.2.2 Service Bulletin Control**

The SB control process will be the sole responsibility of the Customer.



Upon Customers request Service Provider's Location Maintenance Planning will review the SB's and make a recommendation to Customer Continuing Airworthiness Manager (CAM) based on the:

- Safety
- Reliability
- Maintainability
- Aircraft availability
- Costs
- Operational experience
- Reliability programs for airframes, engine, APU and components

Such service will be at additional charges on a time and material consumed basis.

Customer upon his final decision concerning the implementation of a Service Bulletin will task and order Service Provider with his required action. Customer will add SB's to the agreed work package for incorporation.

Revision to Service Bulletins will be subject to the same process if they require additional work.

### **2.9.2.3 Service Bulletin Listing**

#### **Chronological Service Bulletin Listing in Maintenance Books**

Customer will maintain a current list of Service Bulletins in the original airframe, engine and APU maintenance books detailing the following information:

- Service Bulletin Number and / or Modification Number
- Description of SB
- Compliance date

After incorporation of any Service Bulletins, Service Provider must enter the compliance information into the SB listing of the appropriate airframe/engine or APU maintenance log.

#### **Service Bulletin listing within the CMMS System**

Customer will maintain the current list of airframe Service Bulletin within the CMMS-System. Any Service Bulletin with a specific or repetitive compliance date will be entered into the system and therefore displayed in the aircraft due list as applicable.

### **2.9.3 Other Modification**

Modification as requested by Customer shall be reviewed by Service Provider and the necessary engineering order raised. The engineering order detailing the modifications will be added to the agreed work package for incorporation as agreed in the meetings. (Refer to MOE)

If required, the Customer has to submit the modification to the Competent Authority of the state of register for approval.

## **2.10 Hours & Cycles Control**

Airframe hours and cycles are recorded and controlled by Customer.

Customer will maintain a list/record of all components on the CMMS-System of the aircraft.



The listing is available via CMMS-Link at anytime for Service Provider or the hard copy of the last revision of the document will be submitted to him.

Customer will be responsible for timely scheduling of replacement, overhaul or repair of any time-controlled components. Customer shall order such task and add this to the agreed Work Package.

## **2.11 Life Limited Parts**

Life limited parts control is under the responsibility of Customer.

The removal of the life limited parts within the approved life limit is a mandatory requirement.

The aircraft CMMS-System is the basis for life limited part control. A record of all life limited components will be kept within the CMMS-System.

Customer will be responsible for timely scheduling of replacement or overhaul of any Life Limited components. Customer shall order such task and add this to the agreed Work Package.

### **2.11.1 Exchange of Information on LLP**

Upon change of any LLP component, Service Provider must supply Customer the following information concerning new installed component:

- Time (hours and/or calendar time, as applicable) since new, overhaul or repair
- Landing or cycles since new, overhaul or repair

The above mentioned information could be reported either in the work package, the CMMS work forms or in the aircraft/engine maintenance books.

On the other side Customer will provide Service Provider if requested with the following information concerning the removed LLP component:

- Time (hours and/or calendar time, as applicable) since new, overhaul or repair or installation as applicable
- Landing or cycles since new, overhaul, repair or installation as applicable

Note: Normally the information for a removed component could be found in the CMMS aircraft status and / or aircraft history listing, which is available online. However Customer remains responsible for accuracy of the data.

## **2.12 Supply of Parts**

### **2.12.1 General**

No parts will be fitted to the aircraft without the existence of either proper paperwork.

For rotatable parts, this could be:

- An EASA Form One or



- A JAA Form One (if issued before 28.11.2004)
- A FAA Form 8130-3 new parts or for repaired parts a dual (EASA) release, or
- A TC Form One new parts or for repaired parts a dual (EASA) release.

However, it remains the responsibility of Service Provider to ensure that the part or component in question meets the approved data and standard and to ensure that the aircraft component is in a satisfactory condition for fitment, as stated in the certification provided by the manufacturer, repair/overhaul facility or other approved maintenance organizations authorized to issue certifications as stated above.

### **2.12.2 Parts Supplied by Service Provider**

Parts required for any requested work will be supplied / obtained by Service Provider's Location from their approved store location.

For the supply and control of parts, Service Provider's Location only uses the procedures laid down in their approved EASA PART-145 MOE.

### **2.12.3 Parts Supplied by Customer**

The following parts might be supplied by Customer to the maintenance organization as required/requested:

- Any part requested by Service Provider from Customer provided the requirements of § 2.12.1 are met.

### **2.13 Scheduled Maintenance**

Maintenance Planning including but not limited to timely scheduling of maintenance visits with appropriately approved organizations is the responsibility of the Customer.

The Customer will provide for the complete Work Package including the list of Tasks to be performed and the respective Work Cards to be used.

After completion of maintenance work, Service Provider will provide the respective data to the Customer for incorporation into the CMMS system. (i.e. signed work cards, work report etc.)

Service Provider, upon request, will assist in review of CMMS data and establishing of the required work package and work cards. Such service will be chargeable on a time and material consumed basis.

### **2.14 Unscheduled Maintenance**

Any unscheduled maintenance action required on the aircraft will be referred to Customer either oral or in writing, whenever possible prior to rectification of the discrepancy.

Any unscheduled maintenance task performed must be authorized in written by a representative of the Customer - i.e signed supplement to of the Work Acceptance Form, Sign-of on the respective (Snag Sheet) or countersigned quotation.





### **2.15.1 Major Repairs**

Major repairs may only be carried out in accordance with the approved data, either:

- Structural Repair Manual approved by Competent Authority
- Manufacturers repair scheme approved by Competent Authority
- Any approved data supplied by an EASA approved Part-21 Design Organization

### **2.16 Deferred Tasks**

The Customer MEL will be referred to, in all cases of defect deferral. Any defects deferred shall be notified to Customer to obtain his approval for the deferral.

Any defect that can not be rectified shall be deferred only in accordance with the Customer Technical Log/Journey Log procedures which are the integral part of the Customer Continuing Airworthiness Management Exposition (CAME).

A review of any deferred defects will be carried out at the incoming meeting and during onrequest meeting.

The day-to-day control of technical log book deferred items is the responsibility of the Customer.

### **2.17 Deviation from Maintenance Schedule**

Any deviation from the scheduled maintenance within the limits set forth in the approved Maintenance Program may be substantiated by Service Provider and a request submitted to the Customer for his review and acceptance.

Any deviation from the maintenance schedule outside of the allowed periods by the schedule as detailed in the approved Maintenance Program, will have to be approved by the Competent Authority. The Customer is responsible to apply for such approval.

Service Provider will provide supporting data as required in order that Customer will be able to make an application for an extension period to the Competent Authority.

The Customer will keep Service Provider fully informed of all authorised deviations from the approved maintenance schedule and provide all necessary supporting documentation.

Reference is also made to Chapter "Aircraft maintenance programs" with the Customer MME or equivalent document.

### **2.18 Ferry Flights / Check Flights**

The Customer will be responsible for any cost related to and insurance coverage for all necessary Ferry flights and Check flights of the Aircraft.

#### **2.18.1 Ferry Flights**

Ferry flights must only be carried out in accordance with the Customer Continuing Airworthiness Management Exposition (CAME) provisions.



## **2.18.2 Check Flights**

Check flights are performed as required by the manufacturer instructions or as requested by Service Provider's Quality Department depending on the work performed and Customer's requirements.

However the final decision about a check flight remains with the Customer. Check flights must only be carried out in accordance with the Customer Continuing Airworthiness Management Exposition (CAME) or equivalent document and Service Provider MOE.

## **2.19 Release to Service Documentation**

Certificates of release to service will be issued by Service Provider in accordance with Service Provider's approved MOE procedures and Competent Authority requirements. All Maintenance work carried out must be certified as per Competent Authority requirements in the Customer aircraft technical log book and if applicable in the airframe, engines and APU maintenance log book. On the completion of the maintenance work, Customer will be supplied with a package containing the following information regarding the completed work:

- Certificate of release to service in the Technical Log and in the airframe, engine and APU books (as applicable)
- List of any Service Bulletins embodied
- List of any AD's complied with
- A detailed work report concerning all work carried out on the particular aircraft
- List of any component change, including TSN/TSO, LSN/LSO information. (CMMS)
- List of all new and still open deferred task stored in their system concerning the particular aircraft (carry forward list).
- Any EASA Form One or FAA-Form 8130-3 or equivalent for installed parts
- A copy of any specific (approved) data used for repairs/modifications carried out.

## **2.20 Maintenance Recording**

All original maintenance records are to be provided to the Customer. Service Provider will only retain copies of such maintenance records.

### **2.20.1 By Service Provider**

Service Provider must retain a copy of all detailed maintenance reports and any associated (approved) data for three years from the date the aircraft or aircraft component to which the work relates was released from the EASA PART-145 approved maintenance organization.

### **2.20.2 By Customer**

The following maintenance records must be held and maintained by Customer :

- The Customer aircraft technical log
- The Customer aircraft journey log
- The total time and flight cycles as appropriate for the aircraft and all life limited aircraft components
- The current aircraft inspection status such that compliance with the approved maintenance program can be established.
- The current status of airworthiness directives.
- Detail of current modifications and repairs to the aircraft, engines and other component.





- The time and flight cycles as appropriate, since last overhaul of the aircraft or aircraft component subject to an overhaul life – until the aircraft or component has been superseded by equivalent work.
- A copy of all work reports concerning the particular aircraft.
- Any EASA Form One or FAA Form 8130-3 for installed parts.
- A copy of any specific (approved) data used for repairs/modifications carried out.

It is understood that Customer has not contracted the service of keeping the maintenance records by Service Provider.

## **2.21 Exchange of information**

### **2.21.1 General**

It is the Customers responsibility to keep Service Provider informed continuously about relevant informations regarding future maintenance requirements. Customer's Continuing Airworthiness Manager (CAM) will contact the Service Provider's planning department and where necessary the quality department on a regular basis or at least before a maintenance activity, but early enough to enable both parties to plan the forthcoming maintenance tasks in advance.

### **2.21.2 Occurrence Reporting**

Any occurrence as defined in **EC 2042/2003 Annex I, Part-M, M.A.202 (Occurrence)** that is detected by the Customer after scheduled or unscheduled maintenance, repair or overhaul performed by Service Provider, which in the opinion of the Customer could have resulted from or be in connection to such scheduled or unscheduled maintenance, repair or overhaul has to be reported by the Customer to Service Provider not later than 72 hours after detection of the Occurrence.

Service Provider will report any Occurrence which is related to scheduled or unscheduled maintenance, repair or overhaul performed on the aircraft within 72 hours to the Customer.

Upon receipt and evaluation of any occurrence report from the Customer, Service Provider will be entitled at Service Provider's sole discretion to inform the Competent Authority and / or the equipment manufacturer of such Occurrence and resulting conditions as appropriate, without the need to obtain Customer's prior consent.

### **2.21.3 Access to records and documents in the event of an accident or incident**

In the event of an accident or serious incident, Service Provider is responsible to hold any Customer related records secure except for Customers personnel and authorized parties.

## **2.22 Meetings**

### **2.22.1 Incoming Meeting**

A pre-input meeting will be carried out between Service Provider's Planning department and Customer Continuing Airworthiness Manager (CAM) (or his deputy, see Annex 2) as detailed here below.

In conjunction with the Pilots debriefing the detailed work scope shall be discussed at aircraft maintenance input. The agenda shall include the following:



- The type of inspection due
- Known defects / Deferred defects
- Applicable AD's
- Any out of phase maintenance due before the next scheduled base maintenance
- Service Bulletins to be incorporated
- Any special inspections
- Outstanding audit discrepancies and
- The work package

Prior to any base maintenance a Work Acceptance Form will be completed by Service Provider and Customer and duly signed for both parties by the approved representatives.

Additional findings will be rectified in agreement between Customer and Service Provider.

#### **2.22.2 Technical Meeting**

As required and agreed upon, an additional meeting may be scheduled on a case by case basis and take place between JA Location's Planning and / or Quality Assurance departments and the Customer at the Service Provider premises. The agenda for such meetings shall be as follows;

- Any defect recorded since the last meeting or last base maintenance, and any action required (includes cabin items)
- Any deferred defects
- Any AD's, including parts and appliances issued since the last meeting
- Review of aircraft hours/cycles
- Review of maintenance planning
- Review of aircraft due list
- A review report for the aircraft will be issued by the Customer

#### **2.22.3 Contract Review Meeting**

The Customer CAM and/or Quality Manager shall meet with Service Provider's Representatives (Quality Assurance and/or planning department representatives) and review technical content of the Agreement in order to ensure compliance with MA 708(c).

This meeting shall initially be performed at the first maintenance event following signing of the Agreement and shall be repeated as part of the quality audits performed by Customer.

#### **2.22.4 Quality Meeting**

Quality meeting between the Quality Managers and/or Maintenance Managers of the Customer and Service Provider shall be arranged to examine matters raised during Customer's quality audits, to agree the necessary remedial action and to implement any action required to prevent occurrence.



### **2.23.1 Customer Representative**

Customer may appoint one or more representatives to be present at Service Provider's Location to facilitate prompt and efficient liaison between the Parties with regard to the work to be carried out under this Agreement. Contractor shall provide to Customer's representatives all such access to the facilities where the work will be performed as such representatives may reasonably require. Service Provider will free of charge provide to the Customer's representatives air conditioned office accommodation, with personal computers with internet access and use of an in-house telephone and fax service with local and European calls, equipment rental and installation charges being free of charge to Customer. Free use of a photocopier will be provided to the Customer.



## **Exhibit C) - General Terms of Maintenance and Repair**

### **1. AREA OF APPLICATION**

1.1 The General Terms of Maintenance and Repair set out hereinafter shall apply, unless otherwise agreed in writing, to all work performed upon aircraft or equipment or parts thereof which Service Provider shall carry out itself or delegate/subcontract to third parties. Service Provider will not recognize differing terms and conditions of the Customer unless Service Provider has explicitly consented to their applicability in writing. These General Terms of Maintenance and Repair will also apply if Service Provider unconditionally provides the service to the Customer with knowledge of contrary terms and conditions of the Customer, or terms and conditions that deviate from these.

### **2. OFFERS AND COST ESTIMATES**

2.1 **Offers and cost estimates submitted by Service Provider shall be made without commitment.** Contracts shall be effective when confirmed in writing by Service Provider or upon initiation of the work involved.

2.2 **Cost estimates shall be binding only when submitted in writing and explicitly designated in the text to be binding, and for the time period indicated.**

### **3. SCOPE OF ORDER**

3.1 Each order shall be deemed to contain an authorization of Service Provider without specific approval by the Customer to carry out or cause to be carried out all such work as shall be necessary for testing the object to which the order refers, with the exception of test flights.

3.2 In case the order includes the execution of scheduled or unscheduled maintenance, testing or modification work, it shall upon mutual agreement cover all such work and testing as shall be deemed necessary by the responsible inspector of Service Provider to maintain or restore an aircraft's airworthiness.

3.3 Service Provider shall be authorized to delegate/subcontract any work ordered by a Customer to an approved and authorized third party organization without previously notifying the Customer or obtaining specific consent of the same.

### **4. Ancillary Services**

4.1 Customer representative(s) staying at a Service Provider facility during any portion of a maintenance input downtime can be supported by Service Provider at the respective Service Provider's facility with ancillary services which are in direct connection to that maintenance input including accommodation and lodging, ground and air transport, telecommunication and other similar support services available in the course of reasonable customer care activities. In case of medical emergency situation also health care support for the Customer representative directly can be arranged for. The Customer hereby represents that his representative(s) is/are entitled to order such ancillary services on the Customer's behalf. Such orders need to be in written form and be signed by the Customer representative. Cost for such ancillary services will then be paid directly to the provider by Service Provider and charged back to the Customer as separate line items in the invoice.

### **5. PRICES**

5.1 Prices established under Agreement shall refer exclusively to such work and supplies as are agreed upon in writing. Additional works not agreed for in the contract are charged separately.



5.2 If no price is agreed upon, Service Provider shall apply the prices it charges at the time of performance for the type of work involved.

5.3 All prices shall be net ex-works unless specifically otherwise agreed. Subcontractor and spare parts price increases, foreign exchange rate fluctuations, customs duties, taxes or other dues augmenting Service Provider's cost price shall be borne by the Customer if they occur subsequently to the dispatch of confirmation of order. **Agreed prices are exclusive of VAT and other local taxes may apply.**

5.4 If the Customer purchases components required for maintenance work by Service Provider directly and delivers these parts for installation, Service Provider is entitled to charge for handling plus applicable custom and import charges if applicable. The amount of such charge for handling shall be established as per the then current price list of the Service Provider company concerned. Service Provider shall be entitled and willing to order components required for maintenance work on behalf of the Customer through Customers OEM Spare Parts Program and charges shall be invoiced to OEM or the Customer as per the program rules and in case of doubt to the Customer.

## 6. PAYMENT TERMS

6.1 Prior to or during the performance of the maintenance and/or repair work Service Provider and the Customer may agree on a payment scheme with agreed payment dates for work performed or to be performed.

6.2 The Customer guarantees that all cost and expenses incurred in connection with the execution of the order shall be paid without any deduction on the dates agreed and in any case within thirty (30) days of issuing of invoice. In the event of Service Provider performing any maintenance and/or repair work at any location other than one of its own facilities, the Customer shall also reimburse Service Provider for all costs and expenses incurred by Service Provider due to such activities. Such costs and expenses shall include but not be limited to the following: travel, car rental, board and lodging expenses as well as fee for travelling time and living allowances, transportation costs, duties, handling fee, charges, taxes, fees and cost of material.

6.3 Service Provider shall be entitled to demand a reasonable advance payment prior to commencement of work or partial or full payment at any time for the work performed if in Service Provider's reasonable discretion such advance payment appears advisable. The Customer cannot claim any interest for any payments made in advance regardless of the timing of such payments. The Customer shall not be entitled, in particular due to alleged or actual deficiencies, to withhold payment or part payment for work performed by Service Provider, unless such counterclaims have been accepted by Service Provider or have been confirmed by an enforceable judgment. If the Customer delays making the advance or partial payments, Service Provider can withdraw from the contract and demand compensation for non-performance.

6.4 Payment shall be due on the dates fixed even in the event of delivery postponement by the Customer. Payment of advance payments as referred to in article 6.3 here above shall be due at the date fixed in the advance payment request and shall remain due for payment even in the event that, due to short project duration, the subject of the order is being re-delivered by Service Provider before receiving the requested advance payment.

6.5 If the Customer fails to effect payment(s) at the dates due, Service Provider shall be entitled to charge interest from the day on which payments have been due. Unless otherwise agreed, such interest shall be at the rate of 1.5% each accumulating month of delayed payment up to a maximum rate of 15% per year.

6.6 Without prior written approval by Service Provider, the Customer shall not be entitled either to assign any rights and liabilities arising for him from his contract with Service Provider or to offset possible counterclaims against the





claims of Service Provider, unless such counterclaims have been accepted by Service Provider or have been confirmed by an enforceable judgment.

6.7 If the Customer disputes an invoice in good faith it shall provide Service Provider with written details of the disputed element within 10 days of receipt of the invoice and pay the undisputed part in accordance with paragraph 6.2. Failure to comply with this Condition shall result in deemed acceptance by the Customer of the correctness of the invoice in question.

6.8 Payment by credit cards, cheques, bills of exchange or money orders shall not be considered to have been effected until the date of positive crediting to the applicable Service Provider bank account.

## 7. WORK DEADLINES

7.1 A binding completion and/or delivery deadline only exists if it has been expressly confirmed in writing as such by Service Provider.

7.2 Observance of such completion and/or delivery deadlines as are acknowledged as binding shall be subject to the Customer having previously met all contractual obligations, in particular the due and timely delivery of the object of order including keys, aircraft papers, etc., any permits, approvals and clarifications, the settlement of technical questions, the remittance of advance payments demanded by Service Provider and the prompt fulfilment of the Customers all other duties under the contract. If this is not the case, appropriate deadline postponements shall be specified. Deadlines shall also be postponed if compliance with defined deadline is not possible because of force majeure or unforeseeable events such as lack of spare parts, dislocation of operations, strikes, lockouts, etc.

7.3 If the subject matter of the contract changes or is expanded by mutual agreement from the original order and if this results in a completion and/or delivery delay, the delivery and production deadline will be extended in a corresponding fashion. Service Provider will notify the Customer of this without delay and cite a new, appropriate deadline.

7.4 The same applies analogously to the case that the aircraft replacement parts and ground support equipment or parts have to be delivered by a third party for the maintenance, repair or modification and the relevant supplier exceeds binding deadlines that formed the basis for the agreement regarding the binding delivery period, and purchase of the parts from a different source is not possible or reasonable for Service Provider within the required period of time.

7.5 In case such extended deadline is not met for reasons which Service Provider is responsible for, the Customer shall have the right to withdraw from the contract by written statement after paying full compensation for the work already performed by Service Provider. The Customer shall have a claim for damages only in cases where the Customer's losses, damages or expenses result directly from the wilful misconduct or gross negligence of Service Provider.

## 8. EXCHANGE AND LOANED PARTS

**8.1 Exchange basis:** If the Customer is supplied with exchange parts, he shall return the off-core parts to Service Provider within **10 days** of the receipt of such exchange parts. The costs of exchange shall be determined in advance by the manufacturer of the parts or by Service Provider. If the expense of repairing the returned off-core parts exceeds the cost of the exchange, the Customer shall be charged with the difference by supplementary invoice. If for any reason whatsoever the Customer returns a part remitted to him by Service Provider without having used it, such part shall only be accepted if serviceable upon arrival at Service Provider. The Customer shall in addition be charged with a restocking



and certification fee of 15% of the part's current list price or such charges that a supplier or OEM applies and invoices to Service Provider, whichever is higher. If a returned part is found to be defective, the Customer shall be charged with the cost of repairing and recertification it by supplementary invoice. If the part is not repairable, the Customer shall be debited with the full sales price.

**8.2 Loan basis:** The provisions of Service Provider standard loan agreement shall be applicable to loaned parts even in cases in which no such agreement is specifically concluded. Loaned parts shall be returned serviceable in any event. If such is not the case, the repair and recertification costs or, if repairs are not cost-effective, the replacement cost of loaned parts shall be charged to the Customer.

## **9. DELIVERY, REDELIVERY AND ACCEPTANCE**

9.1 The Customer shall deliver at its own expenses the aircraft, part or equipment to be repaired or maintained (“subject of order”) to Service Provider facility where such repair or maintenance shall take place.

9.2 The repaired and/or maintained aircraft, part or equipment shall be redelivered by Service Provider ex works (Incoterms 2010).

9.3 Acceptance will be approved in writing as a general principle and will be at the expense of the Customer. Acceptance is not permitted to be refused for flaws that do not interfere with the airworthiness or significantly interfere with the functional capability of the subject of order.

9.4 Shipment of the subject of order to the Customer, including temporary storage of the same en route or at destination, shall be entirely at risk and expense of the Customer.

9.5 Once Service Provider has given the Customer written notice of completion of a repair or maintenance job, the Customer will pick up the subject of order and inspect the services within a period of no more than three (3) working days from the date of notice, after which period the Customer will be in default and liable for the aircraft or parts, and Service Provider will only remain liable thereafter for destruction/damage to the aircraft arising directly from the wilful misconduct of Service Provider.

9.6 The acceptance inspection will be regarded as complete as soon as the Customer utilises the subject of order.

9.7 In case where formal redelivery and/or acceptance has not occurred due to work stoppage by Service Provider due to whatever reason and the aircraft remains parked at Service Provider, or in case that after formal redelivery and/or acceptance the aircraft remains at the Service Provider facility for a prolonged period, then it is the sole responsibility of the Customer to define and formally order to Service Provider any preventive or preservative maintenance measures to be applied to the aircraft during such extended grounding period of the aircraft to ensure continuing airworthiness and fitness for use of the aircraft. Service Provider hereby expressly excludes any liability for dilapidation of the aircraft during any prolonged grounding period of the aircraft.

## **10. PASSING OF TITLE**

10.1 Title to goods supplied (whether on their own or as part of the performance of Services and whether separate and identifiable or incorporated in or mixed with other goods) by Service Provider to the Customer (“Goods”) shall remain with Service Provider until payment in full has been received by Service Provider for those Goods, for any other Goods supplied by Service Provider and of any other monies due from the Customer to Service Provider on any account to the extent permissible under the Applicable Law. Until title to the Goods passes to the Customer, the Customer shall keep



the Goods separately and readily identifiable as the property of Service Provider and the Customer will notify Service Provider (at Service Provider's request) of their whereabouts at any time.

10.2 In any resale of Goods in which title has not passed by Customer (as between Service Provider and the Customer only), the Customer shall act solely as agent of Service Provider.

10.3 The Customer shall immediately notify Service Provider of the whereabouts of the Goods if Service Provider notifies the Customer that the Customer is in breach of any of the terms of an agreement incorporating these Conditions or if Service Provider considers, for any reasonable cause, that the Goods are in jeopardy.

10.4 Forthwith upon receipt of notice from Service Provider pursuant to Paragraph 10.3, the Customer's authority to possess the Goods shall automatically end (without any requirement for notice or any other act) and all Goods which are the property of Jet Aviation shall be immediately delivered to Service Provider.

10.5 Service Provider's employees and agents shall be entitled to enter any land, buildings, vehicles or aircraft where the Goods or part of them are situated or are reasonably thought to be situated, and may take possession of them at any time, to the extent permissible under the Applicable Law. If the Goods have been fitted to or fixed to an engine or aircraft, the Customer explicitly grants Service Provider the right to take possession of them and Service Provider's title in the Goods shall not be affected by any stipulation or rule of law that the Goods have become part of an engine or aircraft.

## **11. RIGHT OF LIEN**

11.1 In respect of all claims, whether due or not, resulting from contractual relations with its Customers, including claims resulting from prior business relations with the Customer concerned, Service Provider shall have, in addition to its legal right of retention, a contractual right of lien on such objects in its possession, independently of the Customer's proprietary rights. The Customer herewith gives its consent and approval to all measures reasonably taken by Service Provider to secure its right of lien. Service Provider shall be entitled to enforce such right of lien for the purpose of securing any of its claims against the Customer, including claims resulting from (i) prior business relations with the Customer concerned, and/or (ii) a business relationship between the Customer and any affiliate which is under the same ultimate control as Service Provider.

## **12. WARRANTY**

12.1 Service Provider warrants that maintenance and repair works carried out by it shall be free from any defects in workmanship for a period of (i) for avionic systems new installations one (1) year but in no event longer than six hundred (600) flight hours, (ii) complete cabin interior refurbishment one (1) year but in no event longer than six hundred (600) flight hours (not to extend to only partial refurbishment or interior component repair or cosmetic treatment and to the exclusion of normal wear and tear) (iii) complete exterior repaint one (1) year and (iv) for all other maintenance and/or repair work ninety (90) days but in no event longer than hundred and fifty (150) flight hours after the completion of maintenance and/or repair work on the aircraft.

12.2 The warranty of Service Provider shall expire if (i) the Customer does not inform Service Provider in writing within ten (10) days from the discovery of the defect, (ii) the Customer does not give Service Provider immediate access to the aircraft in order to inspect the defects, (iii) the Customer or a third party appointed by the Customer have tried to repair the defect without the prior inspection and/or authorization by Service Provider, (iv) the Customer has not taken all precautions to prevent an aggravation of the damage, or (v) the Customer does not comply with operating instructions given by Service Provider or the Aircraft Manufacturer.





12.3 In case that any defect results from faulty workmanship of maintenance and/or repair work performed by Service Provider, the sole remedy available to the Customer shall be the immediate remedy of such defect by Service Provider by repairing and/or replacing, at Service Provider's sole discretion, any defective parts and/or workmanship at no cost for the Customer up to a maximum amount not exceeding the total sum of the relevant work order. The warranty shall not extend to other claims, such as redhibition and reduction in price.

12.4 The Customer shall inform Service Provider immediately in the event that the aircraft is not operable or works unsatisfactorily after maintenance and repair work has been carried out. All claims against Service Provider for any defect will become extinct unless they have been notified to Service Provider without undue delay, immediately but not later than five (5) business days after detectable occurrence of the defect. The claims will also become extinct unless they have been justified by a detailed written report within ten (10) business days after detectable occurrence of the defect.

12.5 As long as the Customer is in default of payment, no warranty claims whatsoever shall be considered.

12.6 No warranty claims will be considered for used parts or makeshift repairs installed or performed at the request of the Customer. If the Customer demands that equipment, spare parts, material, etc. supplied by himself are used, Service Provider bears no responsibility as to the function of the said equipment and/or installation and refuses any warranty for the same.

12.7 In case of work performed by third parties, Service Provider's warranty shall be limited to the extent to which Service Provider is entitled to claims against third parties and can successfully enforce such claims.

12.8 With reference to equipment and spare parts used in the maintenance or repair of the aircraft, the respective third party manufacturer's and/or supplier's warranty shall be applicable and Service Provider does not assume any additional warranty for such equipment and spare parts.

12.9 Service Provider will, so far as it is able, pass on to the Customer the benefit of any warranty given by any third party (whether manufacturer, sub-contractor or otherwise) in respect of equipment and spare parts and/or Services. Subject only to that obligation, all Goods and Services are sold without any warranty whatsoever, save as specified in this Paragraph 12.

### **13. LIMITATION OF LIABILITY AND INSURANCE**

13.1 During the term of this Agreement Service Provider shall maintain a ground hangar keeper's liability including product liability insurance with a combined single limit in accordance with the Maintenance and Assistance Agreement.

13.2 Any liability by Service Provider shall be precluded unless the Customer's losses, damages or expenses result directly from the negligence or wilful misconduct of Service Provider.

13.3 In no event will Service Provider be liable for any incidental damages, consequential damages (except damages which are a direct consequence of physical damage to the Aircraft in Service Provider's care and custody caused by Service Provider's negligence or willful misconduct), special damages, indirect damages, loss of profits, loss of revenue or loss of use, even if informed of the possibility of such damages.

13.4 To the extent permitted under applicable law, these limitations will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.



13.5 The Customer shall be liable to Service Provider for any damage he, his representative or his vicarious agents may cause to the subject of order and for damage caused by negligence or intention to Service Provider, its representatives or its vicarious agents.

13.6 Service Provider is under no obligation to take insurance coverage for the Aircraft, its components or parts or equipment, which are located on its premises, in its workshops or on its parking areas. The Customer undertakes to take out insurance coverage for property (Hull All Risk Insurance on aircraft and aircraft spare parts, including improvements installed thereon as the work progresses). The Customer furthermore undertakes to take out a respective third-party liability coverage (including flight risks, Aircraft Combined Single Limit/Third Party & Passenger Liability Insurance) with a combined single limit in accordance with the Maintenance and Assistance Agreement for the duration of this Agreement and include Service Provider, their representatives and vicarious agents as joint insured irrespective of the remaining liability provisions. If the Customer has ordered services from Service Provider on behalf of a third party, the Customer guarantees that such third party effects and maintains insurances in the same way. The Customer will upon Service Provider's request produce copies of the respective insurance certificates for the insurances mentioned in this clause.

#### **14. INDEMNITY**

14.1 The Customer shall undertake to discharge Service Provider from any third party claims that may be advanced against Service Provider for any legal reason whatsoever in connection with any work carried out by Service Provider to the Customer's order and to assume any and all expenses and costs that may be incurred by Service Provider due to such claims.

#### **15. CONCLUDING PROVISIONS**

15.1 In the event that any one or more of the present terms shall, for any reason, be held to be invalid, illegal or unenforceable, the remaining present terms hereof shall be unimpaired and the invalid, illegal or unenforceable term shall be replaced by a mutually acceptable term, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable term.

15.2 The present terms shall apply also to any future business relations with the Customer even if they are not explicitly reiterated.

#### **16. COMPLIANCE WITH LAWS**

16.1 The parties agree, that in pursuing any agreement, and in performing under their business relations, they will fully comply with all laws, regulations, and policies of their respective countries, including all applicable Export Control Regulations, the US "International Traffic In Arms Regulations" ("ITAR") and applicable anti-bribery laws.

#### **17. APPLICABLE LAW / PLACE OF JURISDICTION**

17.1 The parties agree that these General Terms of Maintenance and Repair are part of an international contractual relationship and each party (a) agrees that such relationship (and each part of it including the maintenance and repair order) shall be **exclusively governed by and construed in accordance with National Laws of Service Provider's country**, to the exclusion of the conflict of law rules and further to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, and (b) **irrevocably submits to the exclusive jurisdiction of the Service Provider's country courts** to settle any dispute which may arise under or in connection with this contractual



relationship (or any part thereof). The parties acknowledge that they have agreed this condition on the basis that Service Provider is headquartered and that it handles commercial contract drafting and disputes centrally.



## Annex 1 - Aircraft

**Aircraft:** F50  
**Registration:** YU-BNA  
**S/N** 043  
**Engine Type:** TFE731-3-1C  
**S/N #1:** P-76243  
**S/N #2:** P-76269  
**S/N #3:** P-76178  
**S/N #4:** P-76269 – spare engine

**APU Type:** GTCP36-100A  
**S/N:** P-131  
**S/N:** P-141 – spare

### Maintenance Program:

**Aircraft:** Lear Jet 31A  
**Registration mark:** YU-BRZ  
**S/N** 045  
**Tip motora** TFE731-2-3B  
**S/N:** P-99191  
**S/N:** P-99192

## Annex 2 – Service Provider's Details



A) Service Provider

**ADDRESS TO BE USED FOR NOTICES TO THIS AGREEMENT**

**27 HOURS/7DAYS-A-WEEK CONTACT FOR TECHNICAL MATTERS**

**27 HOURS/7DAYS-A-WEEK CONTACT FOR LOGISTICS SUPPORT SERVICES**

**AIRCRAFT TYPES UNDER THIS AGREEMENT AND LOCATION OF MAINTENANCE**

**Invoice Currency:** CHF

**BANK ACCOUNT DETAILS:**

**SERVICE PROVIDER'S CONTACT PERSONS:**



### Annex 3 – Customer Details

#### Address to be used for notices in regards to the Agreement

Republika Srbija

Avio-Služba Vlade

Bulevar Mihaila Pupina 2

11070 Novi Beograd

#### Address to be used for day-to-day correspondence on technical matters

Republika Srbija

Avio-Služba Vlade

Bulevar Mihaila Pupina 2

11070 Novi Beograd

#### Invoice Address

a) Address to be used on Invoice header sheet      b) Address to be used as Invoice mailing address

Republika Srbija

Avio-Služba Vlade

Bulevar Mihaila Pupina 2

11070 Novi Beograd

#### Authorized Personnel Customer

Aneta Bulatović  
Accountable Manager

Tel: + \_\_\_\_\_  
Fax: + \_\_\_\_\_  
Mob: + \_\_\_\_\_  
e-mail: + \_\_\_\_\_



Zoran Medić

Quality Manager

Tel: + \_\_\_\_\_

Fax: + \_\_\_\_\_

Mob: + \_\_\_\_\_

e-mail: + \_\_\_\_\_

Vladan Trifunović

Maintenance Department

Continuing Airworthiness Manager

Tel: + 381 11 2289 020

Fax: + 381 11 22 89 021

Mob: + 381 64 8816 407

e-mail: [maint.manager@aviosluzba.gov.rs](mailto:maint.manager@aviosluzba.gov.rs)

