

SERBIA AND MONTENEGRO AIR TRAFFIC SERVICES SMATSA LLC
Trg Nikole Pašića 10, 11000 Belgrade, Republic of Serbia

Registration number
NAB.00-86/285
dated 17/06/2019



TENDER DOCUMENTS

for submitting Bids in a low-value public procurement procedure

**Training in the field of cost accounting for providing air navigation services
(ANS services)**

(Low- value public procurement 107/U/19)

BID SUBMISSION DEADLINE: 02/07/2019 until 10:00 AM (CEST)

BID OPENING: 02/07/2019 at 10:20 AM (CEST)

In accordance with Articles 39 and 61 of the Public Procurement Law ("Official Gazette of Republic of Serbia", No. 124/2012, 14/2015 and 68//2015, hereinafter referd as "the Law"), Article 6 of the Regulations Prescribing the Mandatory Requirements of Tender Documents in Public Procurement Procedures and the Manner of Proving Compliance with the Mandatory Requirements ("Official Gazette of Republic of Serbia", No. 29/2013, 104/2013 и 86/2015), in accordance with the Decision on Initiating Public Procurement Procedure, PP 107/U/19, NAB.00-86/224 dated 17/05/2019 and the Decision on Establishing the Public Procurement Committee in PP 107/U/19, NAB.00-86/225 dated 17/05/2019, the following has been compiled:

TENDER DOCUMENTS
for a low-value public procurement procedure - Training in the field of cost accounting for providing air navigation services (ANS services) PP 107/U/19

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I GENERAL INFORMATION ABOUT THE PUBLIC PROCUREMENT

GENERAL INFORMATION ABOUT THE CONTRACTING AUTHORITY

Name of Contracting Authority:	Serbia and Montenegro Air Traffic Services SMATSA LLC
Address:	Trg Nikole Pašica 10 11000 Belgrade Republic of Serbia
Web page:	www.smatsa.rs
Type of public procurement procedure:	Low- value public procurement
Type of procurement by sort:	Services
Type of Contract:	<input checked="" type="checkbox"/> Public Procurement Contract <input type="checkbox"/> Framework
Reserved public procurement:	yes <input type="checkbox"/> no <input checked="" type="checkbox"/>
Electronic auction:	yes <input type="checkbox"/> no <input checked="" type="checkbox"/>
Contact person / department:	tender@smatsa.rs When submitting questions by e-mail please state in message title (Subject): ADDITIONAL EXPLANATION OF TENDER DOCUMENTS FOR PP 107/U/19

INFORMATION ABOUT THE PUBLIC PROCUREMENT SUBJECT MATTER

Description of the public procurement subject matter:	Training in the field of cost accounting for providing air navigation services (ANS services) A detailed description has been provided in the Technical Specification – Section II of the Tender Documents
Name and code from the Common Procurement Vocabulary:	80500000 – Training Services

II TECHNICAL SPECIFICATION

In order to improve skills of SMATSA's employees in the field of calculation of costs for the provision of air navigation services and to further familiarize them with changes, arising from transition from full cost recovery to determined cost model, in the cost base calculation that will have impact on the company, it is necessary for the Bidder (Service Provider) to provide training on financing of air traffic services in Europe: Course on the financing of Air Navigation Services in Europe.

The Bidder should provide a detailed explanation on how to calculate the cost base and on the mechanism of funding the air navigation services (ANS) in Europe. In addition, the Service Provider is obliged to clarify in detail the relationship between charges for air navigation services and the Performance scheme of the European Union.

The crucial aspect of training should be based on practical exercises that primarily emphasize how to fill-in the reporting tables.

The training should cover the following topics:

- Method of financing both en-route and terminal services in Europe;
- Central Route Charges Office - explanation of day-to-day business operations;
- Common charging system and providing the Single European Sky performance scheme;
- Filling-in the Reporting Tables for the calculation of cost base and financing of air navigation services, and
- Consistency in application of the principles for determining costs of air navigation services and the European Union performance scheme.

The training must be provided in Serbian or English language at SMATSA's premises in Belgrade, on the exact dates agreed between Contracting Authority and Service Provider. After a contract is signed, the contract execution term is 11 months, meaning that the Service Provider will have up to 11 months to fulfill its contract obligation.

The Contracting Authority will provide an adequate room and equipment for conducting the training. The training should last three (3) business days and it must be organized during one working week for 20 employees of the Contracting Authority (in the group). The Service Provider is obliged to prepare and timely distribute in electronic forms all necessary training materials (in Serbian or English), so that the Contracting Authority can print the material in the required number of copies before the beginning of the training. Bid price should include all expenses of the Service Provider (including travel expenses, accommodation and lecturer's daily allowances). The Service Provider is obliged to issue individual certificates to all course participants upon finishing the course.

**III REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE
FROM ARTICLES 75 AND 76 OF THE LAW AND INSTRUCTION FOR PROVING
COMPLIANCE WITH THOSE REQUIREMENTS**

The Bidder who meets the **mandatory requirements** for participating in the public procurement procedure, set in Article 75 of the Law, has the right to take part in the relevant public procurement, by proving the requirements as specified in the table below:

No.	MANDATORY REQUIREMENTS	REQUIREMENTS FULFILLMENT MANNER
1.	That the Bidder is registered with a competent Authority, i.e. entered in an appropriate register (Article 75, paragraph 1, item 1) of the Public Procurement Law);	<p align="center">STATEMENT (<i>Form 5, Section V of the Tender Documents</i>), whereby the Bidder, under full financial and criminal responsibility, declares that it meets the requirements for the participation in the relevant public procurement procedure set in Article 75, paragraph 1, items 1) through 4), and paragraph 2 of the Public Procurement Law , as specified in these Tender Documents</p>
2.	That neither the Bidder, nor its legal representative, have been convicted for any crimes as members of an organised criminal group, for commercial criminal offence, criminal offence against environment, criminal offence of receiving or giving bribe, criminal offence of fraud (Article 75, paragraph 1, item 2) of the Public Procurement Law);	
3.	That the Bidder has paid due taxes, contributions and other forms of public charges in accordance with the regulations of the Republic of Serbia or foreign country where its registered place of business is located (Article 75, paragraph 1, item 4) of the Public Procurement Law);	
4.	That the Bidder has adhered to all obligations that pertain to applicable legislation concerning safety at work, employment and working conditions, protection of environment and that has not been prohibited from performing the activity, in force at the time of Bid submission. (Article 75, paragraph 2 of the Public Procurement Law);	

ADDITIONAL REQUIREMENTS

Each Bidder participating in the respective public procurement procedure must fulfil **ADDITIONAL REQUIREMENTS** for participation in the public procurement procedure, and the fulfillment of the additional requirements the Bidder proves in the manner defined in the following table:

No	ADDITIONAL REQUIREMENTS	REQUIREMENTS FULFILLMENT MANNER
1	<p>Personnel Capacity - the Bidder shall have at least two persons hired under Labor Contract or Temporary Service Agreement, with corresponding previous experience in providing the same or similar training for at least 50 people (individually or in a group) working within aviation sector (for Air Navigation Service Providers or National Aviation Authorities), over a period not longer than five years before publication of the respective Invitation to Tender (17 June 2014 – 17 June 2019), and who will be engaged on realization of the public procurement contract in question.</p>	<p>STATEMENT (<i>Form 5, Section V of the Tender Documents</i>), whereby the Bidder, under full financial and criminal responsibility, declares that it meets the requirements for the participation in the relevant public procurement procedure set in Article 76, of the Public Procurement Law , as specified in these Tender Documents</p>

INSTRUCTION FOR PROVING COMPLIANCE WITH THE REQUIREMENTS

Compliance with the **mandatory requirements** for participating in the respective public procurement procedure, referred to in the mandatory requirements table view under 1, 2, 3, and 4, and the **additional requirements** for participating in the respective public procurement procedure, referred to in the additional requirements table view under 1, in accordance with Article 77 paragraph 4 of the Public Procurement Law shall be proved by submitting the **STATEMENT (Form 5, Section V of the Tender Documents)**, whereby the Bidder, under full financial and criminal responsibility, declares that it meets the requirements for participating in the respective public procurement procedure set in Article 75, paragraph 1, items 1) through 4), paragraph 2, and Article 76 of the Public Procurement Law, as specified in these Tender Documents.

If the Bidder is submitting a Joint Bid with the Subcontractor, as per Article 80 of the Public Procurement Law, the Bidder has to fulfill the mandatory requirements set in Article 75, paragraph 1, items 1) through 4), and Article 75 paragraph 2 of the Public Procurement Law. In such case, the Bidder is obliged to submit the Subcontractor's **STATEMENT (Form 6, Section V of the Tender Documents)**, signed and stamped by the authorized representative of the Subcontractor. The Bidder cannot fulfil additional requirements through the Subcontractor.

If a Bid is submitted by a Group of Bidders, each Bidder from the Group has to fulfill the mandatory requirements set in Article 75, paragraph 1, items 1) through 4), and Article 75 paragraph 2 of the Public Procurement Law. In such case, **STATEMENT (Form 5 Section V of the Tender Documents)**, shall be signed and stamped by the authorized representative of each Bidder from the Group of Bidders. The additional requirements the bidders form the group of bidders fulfil jointly.

The Bidder is obliged to inform the Contracting Authority without delay, in writing, about any change regarding compliance with the requirements from the public procurement procedure occurs before making the decision i.e. Contract conclusion, i.e. until public procurement Contract is in force, as well as to prove it in specified manner.

The Contracting Authority may, prior to making the Decision on Contract award, request that the Bidder, whose Bid was evaluated as the most favourable one, submit the original for inspection or a certified copy of all or some evidence proving the compliance with the requirements. If the Bidder fails to submit the evidence required within the stipulated deadline, which cannot be shorter than 5 days, the Contracting Authority shall reject its Bid as unacceptable.

The Bidder is not obliged to submit evidence publicly available at the internet page of the authorities with jurisdiction. The Contracting Authority shall not reject a bid as unacceptable if it does not contain evidence required in the Tender Documents, if the bidder has indicated in his bid the webpage where the sought information is publicly available in Serbian language.

If the proof of compliance with the requirements is in the form of an electronic document, the Bidder shall submit a copy of the electronic document in writing, in accordance with the Law governing electronic documents.

If the country where the Bidder's principal address is located does not issue evidence required, the Bidder may instead, submit a written statement, given under criminal and material liability, certified / notarized by a court or administrative authority, notary public or other relevant authority with jurisdiction in that country.

If a bidder's principal address is in another state, the Contracting Authority may check whether the documents submitted by the Bidder proving compliance with the requirements, have been issued by the relevant authorities with jurisdiction of that country.

IV CONTRACT AWARD CRITERIA

(1) TYPE OF CONTRACT AWARD CRITERIA

The criterion applied for awarding the contract, i.e. for evaluation of the Bids submitted, is the lowest total offered price stated in the Bid Form.

When applying this criterion, lowest total offered prices stated in the Bid Form, excluding VAT calculated and paid in the Republic of Serbia, will be compared.

If the offered prices are stated in EUR, the middle exchange rate of the National Bank of Serbia on the day of Bid Opening Procedure will be applied for conversion into RSD.

(2) CRITERION ELEMENTS, I.E. THE PROCEDURE CONDUCTED FOR THE PURPOSE OF AWARDING THE CONTRACT, WHEN THERE ARE TWO OR MORE BIDS WITH THE SAME PRICE OFFERED

If two or more bids are found to have the same lowest price offered, as the most favourable one will be selected the bid from the Bidder offering the longer payment period.

If even after applying the above stated spare criterion element, it is still not possible to decide on whom the contract should be awarded Contracting Authority will award the contract to the Bidder drawn in the procedure of drawing lots. The Contracting Authority shall notify in writing all Bidders having submitted their Bids of the time and date the lots drawing procedure is to be held. Only those Bids with the same lowest price offered and the same terms of payment stated will be considered for the procedure. The lots drawing procedure will be public, conducted in the presence of Bidders, in a way that the names of the Bidders will be printed on the separate papers, which are the same in size and colour, and will be put in the transparent box, out of which only one paper will be drawn. The name of the Bidder drawn from the box will be the one to whom the contract will be awarded to. The Minutes on lots drawing procedure will be submitted to the Bidders not attending the procedure.

V FORMS AND DOCUMENTS FORMING THE INTEGRAL PART OF THE BID

- (1) Bid Form (Form V-1);
- (2) Price Breakdown Structure Form with instruction with instructions on how to complete (Form V-2);
- (3) Bid- Preparation Expense Form (Form V-3) – *if applicable*;
- (4) Declaration on Independent Bid Form (Form V-4);
- (5) Bidder's Statement Form on proving compliance with the requirements for participation in the public procurement procedure- Article 75 and 76 of the Public Procurement Law, as set in the Tender Documents (Form V-5);
- (6) Subcontractor's Statement Form on proving compliance with the requirements for participation in the public procurement procedure- Article 75 of the Public Procurement Law, as set in the Tender Documents (Form V-6) – *if applicable*.
- (7) Model of the Contract (Section VI)
- (8) Agreement whereby the Bidders from a Group of Bidders are mutually bound and commit themselves to the Contracting Authority to execute the public procurement (Section VIII) – *if applicable*

BID FORM

For the public procurement of Training in the field of cost accounting for providing air navigation services (ANS services), PP 107/U/19

1. GENERAL INFORMATION ON THE BIDDER

<i>Bidder`s name:</i>	
<i>Bidder`s address:</i>	
<i>Bidder`s registration number:</i>	
<i>Bidder`s Tax Identification Number (TIN):</i>	
<i>Contact person:</i>	
<i>Bidder`s electronic mail (e-mail) address:</i>	
<i>Telephone number:</i>	
<i>Fax number:</i>	
<i>Bidder`s bank account number and the name of the bank:</i>	
<i>Person authorised to sign the Contract</i>	
<i>According to the classification of legal entities by size in accordance with Article 6 of the Accounting Law of the Republic of Serbia the Bidder is:</i>	<input type="checkbox"/> <i>micro-sized</i> ¹ <input type="checkbox"/> <i>medium-sized</i> ³ <input type="checkbox"/> <i>small-sized</i> ² <input type="checkbox"/> <i>large-sized</i> ⁴

2. THE BID IS SUBMITTED:**A) INDEPENDENTLY****B) WITH A SUBCONTRACTOR****C) AS A JOINT BID**

Remark: Please circle the manner of Bid submission and enter the data on the Subcontractor, if the Bid is being submitted with a Subcontractor, i.e. the data on all participants in a Joint Bid, if the Bid is being submitted by a Group of Bidders.

^[1] The legal entities which do not exceed two of the following criteria thresholds: i) average number of employees is 10, ii) operating revenues of EUR 700,000 in RSD counter value, and iii) average value of operating assets (calculated as the arithmetic mean value at the beginning and in the end of the business year) of EUR 350,000 in RSD counter value.

^[2] The legal entities which exceed two of the criteria thresholds referred to in footnote no. 2, but do not exceed two of the following criteria thresholds: i) average number of employees is 50, ii) operating revenues of EUR 8.800.000 in RSD counter value, iii) average value of operating assets (calculated as the arithmetic mean value at the beginning and in the end of the business year) of EUR 4.400.000 in RSD counter value.

^[3] The legal entities which exceed two of the criteria thresholds referred to in footnote no. 3, but do not exceed two of the following criteria thresholds: i) average number of employees is 250, ii) operating revenues of EUR 35,000,000 in RSD counter value, iii) average value of operating assets (calculated as the arithmetic mean value at the beginning and in the end of the business year) of EUR 17,500,000 in RSD counter value.

^[4] The legal entities which exceed two of the criteria thresholds referred to in footnote no. 4.

3. INFORMATION ON THE SUBCONTRACTOR

1)	<i>Subcontractor's name:</i>	
	<i>Address:</i>	
	<i>Registration number:</i>	
	<i>Tax Identification Number:</i>	
	<i>Percentage of the total value of the procurement to be executed by the Subcontractor:</i>	
	<i>Part of the subject of the procurement to be executed by the Subcontractor:</i>	
	<i>According to the classification of legal entities by size in accordance with Article 6 of the Accounting Law of the Republic of Serbia the Bidder is:</i>	<input type="checkbox"/> <i>micro-sized</i> <input type="checkbox"/> <i>medium-sized</i> <input type="checkbox"/> <i>small-sized</i> <input type="checkbox"/> <i>large-sized</i>
2)	<i>Subcontractor's name:</i>	
	<i>Address:</i>	
	<i>Registration number:</i>	
	<i>Tax Identification Number:</i>	
	<i>Percentage of the total value of the procurement to be executed by the Subcontractor:</i>	
	<i>Part of the subject of the procurement to be executed by the Subcontractor:</i>	
	<i>According to the classification of legal entities by size in accordance with Article 6 of the Accounting Law of the Republic of Serbia the Bidder is:</i>	<input type="checkbox"/> <i>micro-sized</i> <input type="checkbox"/> <i>medium-sized</i> <input type="checkbox"/> <i>small-sized</i> <input type="checkbox"/> <i>large-sized</i>

Remark:

The table titled "Information on the Subcontractor" is to be completed only by those Bidders that are submitting a Bid with a Subcontractor, and if there are more Subcontractors than the spaces provided in the table, the form shall be copied in a sufficient number of copies, filled in and submitted for each Subcontractor.

4. INFORMATION ON A PARTICIPANT IN A JOINT BID

1)	Name of a participant in a Joint Bid:	
	Address:	
	Registration number:	
	Tax Identification Number:	
	Contact person:	
	According to the classification of legal entities by size in accordance with Article 6 of the Accounting Law of the Republic of Serbia the Bidder is:	<input type="checkbox"/> micro-sized <input type="checkbox"/> medium-sized <input type="checkbox"/> small-sized <input type="checkbox"/> large-sized
2)	Name of a participant in a Joint Bid:	
	Address:	
	Registration number:	
	Tax Identification Number:	
	Contact person:	
	According to the classification of legal entities by size in accordance with Article 6 of the Accounting Law of the Republic of Serbia the Bidder is:	<input type="checkbox"/> micro-sized <input type="checkbox"/> medium-sized <input type="checkbox"/> small-sized <input type="checkbox"/> large-sized

Remark:

The table titled "Information on a participant in a Joint Bid" is to be completed only by those Bidders that are submitting a Joint Bid, and if there are more participants in the Joint Bid than the spaces provided in the table, the form shall be copied in a sufficient number of copies, filled in and submitted for each Bidder participating in a Joint Bid.

5 - DESCRIPTION OF THE PROCUREMENT SUBJECT

<p>Total Offered Price ²</p>	<p>_____ excluding VAT in the Republic of Serbia _____ including VAT in the Republic of Serbia</p>
<p>Deadline and Method of Payment <i>(enter payment deadline, not shorter than 15 and not longer than 45 days)</i></p>	<p>The Contracting Authority shall pay the total price after the completion of the entire training, within _____ days from the date of receipt of the correct invoice to the amount of payment for the services rendered to the address of the Contracting Authority's Office and the Training Report drawn up and signed by the authorized representative of the Contracting Authority.</p>
<p>Service Provision Deadline</p>	<p>The deadline for execution of all contractual obligations is eleven (11) months from the date on which the contract enters into force.</p>
<p>Place of Service Execution</p>	<p>ATCC Belgrade, airport "Nikola Tesla", Belgrade</p>
<p>Bid Validity Period <i>(not shorter than 30 days)</i></p>	<p>_____ days from the date of the Bid opening</p>

The currency of all stated Bid prices is:

RSD

EUR

(please mark applicable field ✓)

The offered price includes all expenses relating to the execution of this public procurement.

 Place and date:

 Bidder: Stamp and signature

Remark:

The Bidder shall fill in, stamp and sign the Bid Form, whereby the Bidder confirms the accuracy of the data contained in the Bid Form. If the Bidders are submitting a Joint Bid, the Group of Bidders may decide that all Bidders within the Group of Bidders shall sign and stamp the Bid Form, or the Group of Bidders may choose to appoint one Bidder in the group to fill in, sign and stamp the Bid Form.

² The total offered price from the Price Breakdown Structure Form is to be entered.

PRICE STRUCTURE FORM, WITH INSTRUCTION FOR FILLING¹**The currency of all stated Bid prices is:**

RSD EUR
 (please mark applicable field ✓)

Subject	Description	Quantity	Unit price without VAT in the Republic of Serbia	Unit price with VAT in the Republic of Serbia	Total price without VAT in the Republic of Serbia	Total price with VAT in the Republic of Serbia
1	2	3	4	5	6	7
Training in the field of cost accounting for providing air navigation services (ANS services)	3 working days, during one week, for 20 employees	1 training	_____	_____	_____	_____
TOTAL:					_____	_____

Instruction for filling the Price Structure Form:

The Bidder shall fill-in price structure form in the following manner:

- In column 4, fill-in the unit price excluding VAT paid and calculated in the Republic of Serbia, for requested item of public procurement
- In column 5, fill-in the unit price including VAT paid and calculated in the Republic of Serbia, for requested item of public procurement
- in column 6, fill-in the total price excluding VAT paid and accounted in the Republic of Serbia for each requested item of public procurement by multiplying the unit price excluding VAT (indicated in column 4) with the requested quantities (which are listed in column 3); Finally, enter the total price excluding VAT.
- In column 7, fill-in the total price including VAT paid and accounted in the Republic of Serbia for requested item of public procurement by multiplying the unit price including VAT (indicated in column 5) with the requested quantities (indicated in column 3); Finally, enter the total price of the subject of this public procurement including VAT.
- The total offered price is to be entered in the Bid Form - Form V-1.
- In case that the foreign Bidder is appointed with a tax representative in the Republic of Serbia, he/she shall be obliged to fill in the unit and total offered price with and without VAT in Republic of Serbia, in the Price Structure Form. In case the foreign Bidder is not appointed with a tax representative in the Republic of Serbia, he/she shall be obliged to fill in the total offered price without VAT in Republic of Serbia, in the Price Structure Form;

Place and date:

Bidder: Seal and signature

¹ An acceptable bid must contain prices for all fields as indicated in the table. If there is a difference between the unit price and the total price, the unit price will be considered correct and total value shall be amended accordingly.

BID-PREPARATION EXPENSE FORM

As per Article 88 paragraph 1 of the Law, the Bidder _____ [state the name of the Bidder], hereby submits the total amount and the structure of expenses incurred in Bid preparation, in PP 107/U/19 public procurement procedure, as given in the table:

TYPE OF EXPENSE	AMOUNT OF EXPENSE IN RSD/EUR/USD
TOTAL AMOUNT OF BID PREPARATION EXPENSES	

The expenses of Bid preparation and submission shall be borne solely by the Bidder, and the Bidder cannot seek reimbursement for such expenses from the Contracting Authority. If the public procurement procedure is cancelled due to reasons relating to the Contracting Authority, the Contracting Authority shall reimburse the Bidder for the expenses incurred in producing a sample or a model, as long as they have been produced in accordance with the Technical Specifications of the Contracting Authority, as well as the expenses of acquiring security instrument, provided that the Bidder has sought reimbursement of such expenses in the Bid.

Remark: *submission of this Form is not mandatory.*

Place and date:

Bidder: Stamp and signature

DECLARATION ON INDEPENDENT BID

As per Article 26 of the Public Procurement Law, the Bidder

(Name, Address of registered head-office and Registration Number)

hereby makes the following

DECLARATION ON INDEPENDENT BID

whereby the Bidder declares, under full financial and criminal liability, to have submitted the Bid for the public procurement procedure 107/U/19 - Training in the field of cost accounting for providing air navigation services (ANS services), independently, without any agreement with other Bidders or interested parties.

Place and date:

Bidder: Stamp and signature

Remark: *If there is reasonable doubt concerning the truthfulness of the Declaration of Independent Bid, the Contracting Authority shall immediately notify thereon the competent competition protection body. The body responsible for competition protection may ban a Bidder or an interested party from participating in the public procurement procedure if this body determines that the Bidder, i.e. interested person, violated the competition rules in the public procurement procedure in the sense of the law governing the protection of competition. The measure banning participation in the public procurement procedure may be in force for up to two years. The violation of competition represents a negative reference, as set in Article 82, paragraph 1, item 2) of the Law.*

If the Bid is being submitted by a Group of Bidders; *the Declaration must be signed by the authorised representative of each Bidder in the Group of Bidders and certified by stamp.*

**BIDDER'S STATEMENT FORM
ON PROVING COMPLIANCE WITH THE MANDATORY REQUIREMENTS FOR
PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE, AS SET IN ARTICLE 75
AND 76 OF THE LAW**

Under full financial and criminal liability, acting as the authorized representative of the Bidder, I hereby make the following

STATEMENT

The Bidder _____ (Please, enter Bidder's name), participating in the public procurement procedure 107/U/19, fulfills the requirements from Article 75 of the Public Procurement Law, i.e. requirements prescribed within the Tender Documents, as follows:

1. The Bidder is registered with a competent Authority, i.e. entered in an appropriate register (Article 75, paragraph 1, item 1) of the Public Procurement Law);
2. Neither the Bidder, nor its legal representative, have been convicted for any crimes as members of an organised criminal group, for commercial criminal offence, criminal offence against environment, criminal offence of receiving or giving bribe, criminal offence of fraud (Article 75, paragraph 1, item 2) of the Public Procurement Law);
3. The Bidder has paid due taxes, contributions and other forms of public charges in accordance with the regulations of the Republic of Serbia (or foreign country where its registered place of business is located) (Article 75, paragraph 1, item 4) of the Public Procurement Law);
4. The Bidder has adhered to all obligations that pertain to applicable legislation concerning safety at work, employment and working conditions, protection of environment and that has not been prohibited from performing the activity, in force at the time of Bid submission. (Article 75, paragraph 2 of the Public Procurement Law);
5. Personnel Capacity - the Bidder shall have at least two persons hired under Labor Contract or Temporary Service Agreement, with corresponding previous experience in providing the same or similar training for at least 50 people (individually or in a group), working within aviation sector (for Air Navigation Service Providers or National Aviation Authorities), at the time of submission of the offer, over a period not longer than five years before publication of the respective Invitation to Tender, and who will be engaged on realization of the public procurement contract in question.

Place and date:

Bidder: Stamp and signature

Remark:

If a bid is submitted by a group of bidders, copy this Statement form in sufficient number of copies, fill in and submit for each bidder from the group of bidders. This STATEMENT shall be signed and stamped by the authorized representatives of each Bidder from the Group of Bidders, whereby each Bidder proves to have fulfilled the mandatory requirements set in Article 75, paragraph 1, items 1) through 4), and Article 75 paragraph 2 of the Public Procurement Law an additional requirements fulfill together.

**SUBCONTRACTOR'S STATEMENT FORM
ON PROVING COMPLIANCE WITH THE MANDATORY REQUIREMENTS FOR
PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE, AS SET IN ARTICLE 75 OF
THE LAW**

Under full financial and criminal liability, acting as the authorized representative of the Subcontractor, I hereby make the following

STATEMENT

The Subcontractor _____ (Please, enter Subcontractor's name), participating in the public procurement procedure 107/U/19, fulfills the requirements from Article 75 of the Public Procurement Law, i.e. requirements prescribed within the Tender Documents, as follows:

1. The Subcontractor is registered with a competent Authority, i.e. entered in an appropriate register;
2. Neither the Subcontractor, nor its legal representative, have been convicted for any crimes as members of an organised criminal group, for commercial criminal offence, criminal offence against environment, criminal offence of receiving or giving bribe, criminal offence of fraud;
3. The Subcontractor has paid due taxes, contributions and other forms of public charges in accordance with the regulations of the Republic of Serbia (or foreign country where its registered place of business is located);
4. The Subcontractor has adhered to all obligations that pertain to applicable legislation concerning safety at work, employment and working conditions, protection of environment and that has not been prohibited from performing the activity, in force at the time of Bid submission. (Article 75, paragraph 2 of the Public Procurement Law).

Place and date:

Bidder: Stamp and signature

Place and date:

Subcontractor: Stamp and signature

Remark:

If the Bidder is submitting a Joint Bid with the Subcontractor, this STATEMENT shall be signed and stamped by the authorized representative of the Subcontractor.

VI MODEL CONTRACT

Note: This model contract represents the contents of the contract to be signed with the selected bidder.

The bidder shall complete, **certify by seal and sign the submitted model contract, confirming that he accepts elements of the model contract.** In case of a joint bid and bid with a subcontractor, the model contract shall indicate all bidders from the group of bidders, i.e. all subcontractors.

Pursuant to Article 112 of the Law on Public Procurement ("Official Gazette of RS" no. 124/2012, 14/2015 and 68/2015) and the Decision on awarding the contract _____ of _____,

SERBIA AND MONTENEGRO AIR TRAFFIC SERVICES SMATSA LLC, 10, Nikole Pašića Square, TIN: 103170161, registration number: 17520407, represented by the CEO Predrag Jovanović (hereinafter referred to as the Contracting Authority)

and

(hereinafter referred to as the Service provider) (enter the name of the bidder, the head office, the TIN, the registration number of the person authorized for the signing of the contract)

1. _____
2. _____
3. _____

(other bidders from the group of bidders)

have concluded,

PUBLIC PROCUREMENT CONTRACT no. 107/U/19 – Training in the field of cost accounting for providing air navigation services (ANS services)

The Contracting Parties shall agree:

- that the Contracting Authority, pursuant to Decision no ____ of ____ launched a low-value public procurement procedure for Training in the field of cost accounting for providing air navigation services (ANS services) - 107/U/19
- that the Contracting Authority made a Decision on awarding the contract number ____ of ____ for the subject public procurement, on the basis of which he enters into this Contract, and in all things in accordance with the accepted Bid of the Service provider, Bid number _____ of _____, which forms an integral part of this Contract.

In case the Service provider performs with a subcontractor:

- The Service provider shall entrust the performance of the contract in the following activities: _____ to subcontractor/subcontractors: _____.
- The Service provider shall, pursuant to the provisions of this contract, be solely responsible for the manner in which the contract is carried out, as well as towards all employees, representatives or subcontractors engaged by the Service provider in connection with the implementation of the contract.

In the event of a Joint Bid:

- The Service provider is Bidder _____ who represents a group of bidders in the subject public procurement procedure.
- All bidders from the Joint Bid are jointly severally and without limitation liable to the Contracting Authority.
- The agreement allowing the bidders from the group of bidders to commit to each other and to the Contracting Authority, forms an integral part of the contract.

SUBJECT OF THE CONTRACT

Article 1

The subject of this contract is procurement of services relating to training in the field of cost accounting for providing air navigation services (ANS services) (hereinafter Services), in all in accordance with the Technical specification of the services, the tender documents, and the accepted bid of the Bidder no. NAB.00-___ of __.__.____ (hereinafter: the Bid), which together form an integral part of this contract.

PRICE

Article 2

The total contracted price of the services is _____ RSD/EUR excluding VAT (*enter the information from the Bid form and round up the currency*).

Value Added Tax is calculated in accordance with the applicable regulations in the Republic of Serbia.

The total price referred to in paragraph 1 of this Article of the Contract is fixed and unchanged during the performance of the Contract.

The total price referred to in paragraph 1 of this Article of the Contract includes all costs incurred by the Service provider during the execution of the Contract, including the cost of travel, hotel accommodation and daily allowance.

METHOD OF PAYMENT

Article 3

The Contracting Authority shall pay the total price referred to in Art. 2 paragraph 1 of the Contract to the Service provider after the completion of the entire training, within 15 days from the date of receipt of the correct invoice to the amount of payment for the services rendered to the address of the Contracting Authority's Office and the Training Report drawn up and signed by the authorized representative of the Contracting Authority.

The Service provider is obliged to submit a certificate of residence, if applicable in the present procedure.

OBLIGATIONS OF THE SERVICE PROVIDER

Article 4

The Service provider undertakes to perform the Training in all cases in accordance with the Technical specification for PP 107/U/19.

The Service provider undertakes to perform the Training in a timely, professional and quality manner, in compliance with the standards, regulations and professional rules applicable to this type of service.

The Service provider is obliged to prepare and timely forward necessary material in electronic form for conducting the training (in Serbian or English language), so that the Contracting Authority can print the material in the required number of copies by the beginning of the training.

The Service provider shall hire as lecturers, persons who are fully trained for the implementation of Training and that have already held courses of the same type.

The Service provider is obliged to organize and bear travel expenses, hotel accommodation and nutrition for lecturers.

After successful completion of the training, the Service provider will issue a certificate of successful completion of Training for the Contracting Authority, signed by authorized representatives of both contracting parties as well as individual certificates for each trainee, which must be signed by an authorized representative of the Service provider.

OBLIGATIONS OF THE CONTRACTING AUTHORITY

Article 5

The Contracting Authority undertakes to:

- appoint persons for supervision over the execution of the service that will have the following duties:
 - communication and cooperation with the authorized representatives of the Service provider;
 - delivering to the Service provider a necessary information of the Training;
 - agreeing with the Service provider on the exact dates of the Training;
 - delivering to the Service provider a list of persons who will attend the Training;
 - monitoring the quality of service and compliance with the technical specification in the tender documents.
 - make and sign the Report on performed training after successful completion of the training.
- provide adequate premises and equipment for conducting the training;
- pay to the Service provider in accordance with the provisions of this Contract.

DEADLINE AND PLACE OF EXECUTION OF THE SERVICE

Article 6

The deadline for execution of all contractual obligations is eleven (11) months from the date on which the contract enters into force.

The exact date of the Training will be defined by the authorized representatives of both contracting parties, no later than one month before the the date of the training.

The place of the training is ATCC, airport "Nikola Tesla", Belgrade.

ACCEPTANCE OF SERVICES AND REMOVAL OF DEFICIENCIES

Article 7

Should the representative of the Contracting Authority notice deficiencies in the quality of the service provided or notices that there is a discrepancy with the requirements of the Technical Specification and the submitted bid, he shall inform the Service provider in writing thereof.

In the cases referred to in the preceding paragraph, the Contracting Authority shall have the right to require the Service provider to remedy the deficiency or to perform the service again without any deficiency.

If within 10 calendar days from the date of receipt of the written request for elimination of the deficiency, the Service provider fails to remedy the identified defect, the Contracting Authority shall have the right to terminate the contract.

After the successful execution of the service referred to in Article 1 of this Contract, a Report on the performed service is to be drawn up, compiled and signed by the authorized representative of the Contracting Authority.

CONTRACTUAL PENALTY

Article 8

In the event the extension of the agreed date of the Training or service deadline ensues due to the fault of the Service provider, the Contracting Authority shall charge the Service provider a contractual penalty for each day of delay in the amount of 0.5% and not more than 10% of the total contracted price excluding the VAT referred to in Article 2, paragraph 1 of this Contract.

The payment of a contractual penalty will not exempt the Service provider from his obligations to perform the Services under the Contract.

TERMINATION OF THE CONTRACT

Article 9

Each contracting party may terminate this Contract in the event that the other party fails to perform its contractual obligations in all manner and within the agreed time limit, or in case of material breach of the contract, in accordance with the provisions of the Law on Obligations.

The contracting party due to whose fault the damage occurred and who is responsible for the termination of the contract shall be obliged to compensate the damage to the other contracting party.

Should a consensual termination of the contract occur, the parties will regulate the mutual claims that are related and arising from this Contract.

The termination of the contract has no effect on the rights and obligations of the parties to the contract before the termination of the contract.

TRANSITIONAL AND FINAL PROVISIONS

Article 10

Except as otherwise provided in this contract, all information provided in connection with this contract shall be in writing.

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

The contracting parties agree that for all which has not been provided for by this contract, the provisions of the Law on Obligations and other positive regulations governing this field shall apply.

Any dispute arising in connection with this contract shall be tried by the contracting parties in a consensual manner, and if they fail to reach an agreement, they agree that the Commercial Court in Belgrade shall be competent to resolve the dispute.

This contract is made in 6 (six) copies, out of which 3 (three) are in Serbian and 3 (three) in English. The Contracting Authority shall retain 2 (two) copies in the Serbian language and 1 (one) in English language, while the Service provider shall retain 2 (two) copies in English and 1 (one) in Serbian (*If the contract is concluded with a Foreign Bidder*).

The contract is made in 4 (four) identical copies, 2 (two) copies for each contracting party (*If the contract is concluded with a Domestic Bidder*)

Serbia and Montenegro Air Traffic Services
SMATSA Ilc Belgrade

CEO

Predrag Jovanović

SERVICE PROVIDER

(Position of the responsible person, stamp
and signature)

(Name and surname of the person
responsible for signing the contract)

VII INSTRUCTIONS FOR BIDDERS ON HOW TO COMPILE A BID

(1) INFORMATION ON THE LANGUAGE IN WHICH A BID IS TO BE COMPILED

A Bidder is required to submit a Bid in the written form.

The Bid and other documents relating to the Bid shall be in either Serbian or English. If the Contracting Authority finds, during the course of the expert examination and evaluation of Bids, that a part of the Bid should be translated into the Serbian language, it shall set an adequate time limit to the Bidder for translating that part of the Bid into the Serbian language.

These Tender Documents have been prepared both in the Serbian and the English language. In case of a dispute, the version of the Tender Documents, i.e. the Bid, in the Serbian language shall prevail.

(2) BID SUBMISSION MANNER

A Bid is to be submitted directly or by post by the Bidder, in a closed envelope or box, sealed in such a manner that when opening the Bid it can be determined with certainty that it is being opened for the first time.

The name and the address of the Bidder shall be indicated on the reverse side of the envelope or on the box. In case a Bid is submitted by a Group of Bidders, that fact shall be stated on the envelope together with the names and the addresses of all participants in a Joint Bid.

A Bid is to be submitted to the following address: Serbia and Montenegro Air Traffic Services SMATSA LLC, Trg Nikole Pašića 10, 11000 Belgrade, the Republic of Serbia and marked: **“Bid for the Public Procurement of Service - 107/U/19, Training in the field of cost accounting for providing air navigation services (ANS services) – DO NOT OPEN”**. A Bid that is received at the Contracting Authority’s address by **10:00 a.m. on 02/07/2019** shall be considered as timely Bid.

Upon reception of the Bid, the Contracting Authority shall mark on the envelop, or the box containing the Bid, the time of the receipt, registration number as well as the date of the receipt of each Bid. If the Bid is submitted directly to the Contracting Authority, the Contracting Authority shall provide the Bidder with a delivery confirmation receipt. The Contracting Authority shall state the date and time of the Bid receipt in the delivery confirmation receipt.

A Bid which was not received by the Contracting Authority within the specified deadline for the submission of Bids, i.e. which was received after the date and time for Bid submission, shall be considered untimely. An untimely Bid shall be returned to the Bidder unopened, after the Bid opening procedure, with a note stating that it has been submitted in an untimely manner.

(3) DEFINING SPECIAL REQUESTS IN TERMS OF THE MANNER IN WHICH A BID IS TO BE COMPILED

The Bidder is expected to examine all documents, to carefully study all instructions, forms, provisions and technical part of the Tender Documents, and to act accordingly. The Bidder shall compile the Bid by entering the required data in the forms which are integral part of the Tender Documents and submitting the documents and evidence in accordance with the Invitation for Bid Submission and these Tender Documents. All Forms and the Model of the Contract, comprising the Bid must be filled in, signed and sealed.

IMPORTANT: The Bid shall contain the following elements:

- **Bid Form V-1**– Bidder’s data
 - **Information on the subcontractor** (if applicable)
 - **Information on a participant in a joint bid** (if applicable)
- **Price Breakdown Structure Form V-2;**
- **Declaration on Independent Bid Form V-4;**
- **Bidder's Statement Form on proving compliance with the requirements from Article 75 and 76 Form V-5;**
- **Subcontractor’s Statement Form on proving compliance with the requirements from Article 75 Form V-6**
- **Model of the Contract - Form VI**

- **Agreement whereby the Bidders from a Group of Bidders are mutually bound and commit themselves to the Contracting Authority to execute the public procurement - shall be submitted if the bid is submitted by a group of bidders - Form VIII**

The Bid must prove the fulfillment of the mandatory requirements as well as the specific requests of the Contracting Authority regarding the circumstances on which the acceptability of the Bid depends. The bid must be made in such a way that it can be determined its actual content and that it is possible to compare it with other Bids. Otherwise, the offer will be rejected due to important shortcomings in the offer. It is desirable that all the documents submitted in the bid be connected in its entirety and sealed, so that individual sheets or attachments can not be inserted, removed or replaced subsequently.

Note:

If the bidders submit a joint bid, a group of bidders may specify that the forms from the tender documents need to be signed and sealed by all bidders from a group of bidders or groups of bidders can designate one bidder from the group who will sign and stamp the forms from the tender documents, except forms that include making statements under material and criminal responsibility (eg Statement of Independent Bid, Statement on Compliance with Article 75 of the Law ...), which must be signed and certified with seal by every Bidder from the group of bidders. In the event that the bidders choose that one bidder from the group signs and seals the forms specified in the tender documents (except for the forms that involve giving statements under material and criminal responsibility), this should be defined by an agreement that binds the bidders between each other and the contracting authority to commit public procurement, which forms an integral part of the joint bid in accordance with Art. 81. of the Law.

(4) LOTS

This public procurement has not been subdivided lots.

(5) BIDS WITH VARIANTS

Bids with variants are not allowed.

(6) BID AMENDMENT, SUPPLEMENT AND WITHDRAWAL MANNER

The Bidder may amend, supplement or withdraw their Bid in a manner determined for Bid submission, within the Bid submission deadline.

The Bidder shall clearly indicate which part of the Bid is amended, i.e. which documents are being subsequently delivered.

Bid amendment, supplement or withdrawal shall be submitted to the following address: Serbia and Montenegro Air Traffic Services SMATSA LLC, Trg Nikole Pašića 10, 11000 Belgrade, Republic of Serbia and marked:

„**Amendment to the Bid for the Public Procurement (Service)** – 107/U/19 - Training in the field of cost accounting for providing air navigation services (ANS services) – DO NOT OPEN” or

„**Supplement to the Bid for the Public Procurement (Service)** – 107/U/19 - Training in the field of cost accounting for providing air navigation services (ANS services) – DO NOT OPEN” or

„**Withdrawal of the Bid for the Public Procurement (Service)** – 107/U/19 - Training in the field of cost accounting for providing air navigation services (ANS services) – DO NOT OPEN” or

„**Amendment and Supplement to the Bid for the Public Procurement (Service)** – 107/U/19 - Training in the field of cost accounting for providing air navigation services (ANS services) – DO NOT OPEN”.

The name and the address of the Bidder shall be indicated on the reverse side of the envelope or on the box. In case a Bid is submitted by a Group of Bidders, that fact shall be stated on the envelope together with the names and the addresses of all participants in a Joint Bid.

The Bidder cannot withdraw or amend their Bid upon Bid submission deadline expiration.

(7) PARTICIPATION IN A JOINT BID OR AS A SUBCONTRACTOR

The Bidder is allowed to submit only one Bid. The Bidder submitting an independent Bid may not simultaneously participate in a Joint Bid or as the Subcontractor in another Bid, nor may the same person participate in more than one Joint Bid.

The Bidder shall indicate in the Bid Form (Form V-1) the type of the Bid being submitted, i.e. whether it is an independent Bid or a Joint Bid, or whether it is a Bid being submitted with the Subcontractor.

(8) A BID WITH A SUBCONTRACTOR

In case the Bidder submits the Bid with a Subcontractor, they are obliged to indicate in the Bid Form (Form V-1) that the Bid is being submitted with the Subcontractor and are also obliged to indicate the percentage of the total value of the procurement that will be entrusted to the Subcontractor which may not be more than 50%, as well as the part of the subject of the procurement that will be entrusted to the Subcontractor.

In case the Bidder intends to entrust the partial execution of the public procurement to the Subcontractor, they shall indicate in the Bid Form the Subcontractor's name and registered office.

In case the public procurement Contract is signed between the Contracting Authority and the Bidder submitting their Bid with the Subcontractor, the Subcontractor shall also be named in the public procurement Contract.

The Bidder shall submit for the Subcontractors the evidence of fulfillment of the mandatory requirements indicated in Section III of the Tender Documents, all in accordance with the instructions for proving fulfillment of those requirements.

The Bidder is fully accountable to the Contracting Authority for the execution of the obligations under the public procurement procedure i.e. for the performance of contractual obligations, irrespective of the number of the Subcontractors involved.

On the Contracting Authority's request, the Bidder is obliged to provide access to the Subcontractor in order to determine the fulfillment of the sought requirements.

The Contracting Authority shall pay the total amount of price directly to the selected Bidder, regardless of the percentage of the total value of the procurement the selected Bidder has entrusted to a Subcontractor.

The Bidder may not engage Subcontractors not listed in the Bid, otherwise the Contracting Authority shall realise the security instrument and terminate the Contract unless the termination of the Contract could cause the Contracting Authority to suffer a substantial damage. In that case, the Contracting Authority shall notify the organisation responsible for the protection of competition.

In the case of the Bid with a Subcontractor, the Bidder shall sign and certify by stamp all forms, with the exception of Form V-6, which shall be signed and certified by both the Bidder and each Subcontractor.

(9) JOINT BID

A Bid can be submitted by a Group of Bidders in the form of a Joint Bid. As per Article 81 of the Public Procurement Law, a constituent part of a Joint Bid is an Agreement², whereby the Bidders within a Group are mutually bound and commit themselves to the Contracting Authority to execute the public procurement. It shall contain the following mandatory information about:

- the Leading Bidder in a Group i.e. the Bidder that shall submit the Bid and represent a Group of Bidders before the Contracting Authority and
- the liabilities of each Bidder within a Group of Bidders for the execution of the Contract.

The Group of Bidders is required to submit all evidence of fulfillment of the requirements set out in Section III of the Tender Documents, in accordance with the Instructions for proving the fulfillment of the requirements.

The Bidders within a Group of Bidders shall bear unlimited joint liability towards the Contracting Authority.

² The model of the Agreement is given in Section VIII of the Tender Documents.

A cooperative may submit a Bid independently, in their own name and on behalf of the members of the cooperative, or a Joint Bid on behalf of the cooperative members.

Where the cooperative submits the Bid in their own name, both the cooperative and their members shall be liable for the obligations from the public procurement procedure and the public procurement Contract, all in accordance with the Law.

Where the cooperative submits a Joint Bid on behalf of their members, the members of the cooperative shall have unlimited joint and several liability for obligations from the public procurement procedure and the public procurement Contract.

In the case of a Joint Bid, all forms shall be signed and certified by the member of the Group of Bidders named as the Leading Bidder in the Agreement, with the exception of Forms V-4 and V-5 which shall be filled in, signed and certified by each member of the Group of Bidders in their own name.

(10) THE PLACE, TIME AND MANNER OF BID OPENING

Opening of Bids is public and shall take place on **02/07/2019 at 10:20 a.m.** at the premises of Serbia and Montenegro Air Traffic Services SMATSA LLC registered office in Belgrade, Trg Nikole Pašića 10. Prior to the commencement of a public Bid opening procedure, the Bidders shall present their authorisation to the Contracting Authority's Committee for the purpose of participation in the Bid opening procedure. The authorisation shall be made out on the letterhead of the Bidder, and shall be registered and dated.

(11) THE METHOD AND TERMS OF PAYMENT, WARRANTY PERIOD AND OTHER CIRCUMSTANCES INFLUENCING THE BID ACCEPTABILITY

11.1 Method of Payment

The Contracting Authority shall pay the total price after the completion of the entire training, based on received invoice to the amount of payment for the services rendered and the Training Report drawn up and signed by the authorized representative of the Contracting Authority.

The Service provider is obliged to submit a certificate of residence, if applicable in the present procedure.

11.2 Deadline and place for the Execution of the Contractual Obligations

The deadline for execution of all contractual obligations eleven (11) months from the date on which the contract enters into force.

11.3 Bid Validity Period

The Bid validity period may not be shorter than 30 days from the date of Bid opening. In case the Bid validity period has expired, the Contracting Authority is obliged to request from the Bidder, in writing, the extension of the Bid validity period. The Bidder that accepts the request for the extension of the Bid validity period may not alter the Bid.

(12) CURRENCY AND THE MANNER IN WHICH IT IS TO BE STATED AND EXPRESSED IN THE BID

Bidders express the price in either RSD or EUR, excluding and including the value added tax that is calculated and paid in the Republic of Serbia, inclusive of all the costs that the Bidder has incurred during the execution of the respective public procurement. The place of the Sale of Services shall be determined in accordance with location of the head office of the recipient of services. Given that the Contracting authority is the recipient of services, the subject service is subject to taxation in the Republic of Serbia. The foreign bidder calculates taxes and issues invoice for the rendered services in accordance with relevant legislative in its country.

The total price referred to in the Bid Form is fixed and unchanged.

If a Bid contains an unusually low price, the Contracting Authority shall act in accordance with Article 92 of the Law.

(13) SECURITY INSTRUMENTS FOR CONTRACT PERFORMANCE OF THE BIDDER

Not defined in the subject public procurement.

(14) THE MANNER OF OBTAINING THE TECHNICAL DOCUMENTATION AND PLANS, OR CERTAIN PARTS THEREOF

Not applicable in the respective procedure.

(15) PROTECTION OF TENDER DOCUMENTS INFORMATION

The respective procurement does not contain confidential information that the Contracting Authority will make available.

(16) ADDITIONAL INFORMATION, CLARIFICATIONS AND COMMUNICATION

Communication in the public procurement procedure shall be carried out in writing, i.e. by post, via electronic mail or fax, fully in accordance with Article 20 of the Public Procurement Law. Interested parties can ask for additional information or clarifications with regard to Bid preparation from the Contracting Authority in writing, not later than five days prior to the expiry of the Bid submission deadline, at the following e-mail address: tender@smatsa.rs, every business day (Monday – Friday) from 07:30 a.m. to 04:00 p.m., on which occasion they can inform the Contracting Authority of any observed deficiencies and irregularities in the Tender Documents. The request for clarification received after the specified time or at the weekend/on a non-working day, shall be registered as received on the first following business day. All requests for additional information, clarifications and communication must bear marking containing the title of the relevant public procurement, e.g. "Request for additional information on PP 107/U/19". The Contracting Authority shall post the response on the Public Procurement Portal (<http://portal.ujn.gov.rs>) and on their website (www.smatsa.rs), within 3 days following the receipt of the request. **The Bidders are recommended to visit and view the pages mentioned above for all notifications, clarifications and alterations posted thereon.** Requesting additional information and clarifications by telephone is not allowed.

(17) ADDITIONAL EXPLANATIONS FOLLOWING THE BID OPENING PROCEDURE

The Contracting Authority may request from Bidders additional explanations which will be of aid through the course of examining, evaluating and comparing of Bids and may also conduct an inspection (control) of the Bidder or their Subcontractor.

If the Contracting Authority determines that either further clarifications are needed or it is necessary to conduct an inspection (control) of the Bidder or their Subcontractor, the Contracting Authority shall give the Bidder an appropriate deadline to comply with the invitation, or to facilitate the Contracting Authority when performing the control (inspection) of the Bidder, as well as their Subcontractors.

The Contracting Authority may, with the Bidder's consent, perform correction of arithmetic errors observed during the course of Bid examination, upon the completion of the Bid opening procedure. In case of discrepancy between the unit price and the total price, the unit price shall prevail. If the Bidder does not give consent to the correction of arithmetic errors, the Contracting Authority shall reject that Bidder's Bid as unacceptable.

(18) THE USE OF PATENTS AND THE LIABILITY FOR ANY BREACH OF PROTECTED INTELLECTUAL PROPERTY RIGHTS OF THE THIRD PARTIES

Patent royalties, as well as liabilities for any breach of protected intellectual property rights of the third parties, shall be borne by the Bidder.

(19) THE MANNER AND DEADLINE FOR SUBMISSION OF THE REQUEST FOR THE PROTECTION OF RIGHTS OF BIDDERS WITH THE DETAILED INSTRUCTIONS ON THE CONTENT OF THE COMPLETE REQUEST

A request for the protection of rights can be submitted by a party defined in Article 148 of the Public Procurement Law, in accordance with the stipulations of the Public Procurement Law that regulate the procedure on protection of Bidders' rights (Articles 148-159 of the Public Procurement Law). The request for the protection of rights shall be submitted to the Contracting Authority, and one copy of

the request shall simultaneously be submitted to the Republic Commission. The request for the protection of rights is submitted directly, via electronic mail to the following e-mail address: tender@smatsa.rs or by registered mail with the return receipt. The request for the protection of rights could be submitted via electronic mail every business day (Monday – Friday) from 07:30 a.m. to 04:00 p.m. The request for for the protection of rights received after the specified time or at the weekend/on a non-working day shall be registered as received on the first following business day.

The request for the protection of rights may be filed during the entire public procurement procedure, against any action of the Contracting Authority, unless otherwise stipulated by the Law. The Contracting Authority shall inform all participants in the public procurement procedure about the filed request for the protection of rights, i.e. shall post the notice about the filed request on the Public Procurement Portal (<http://portal.ujn.gov.rs>) and on their website (www.smatsa.rs), not later than 2 days following the receipt of the request.

19.1 Deadlines for Submission of the Request for the Protection of Rights

In a case where a request for the protection of rights is submitted to challenge the type of procedure or the contents of the Tender Documents, the request shall be deemed timely if it is received by the Contracting Authority at least 3 days prior to expiry of the Bid submission deadline, regardless of the manner in which it has been delivered and if the claimant has informed the Contracting Authority about the possible deficiencies and irregularities, as per Article 63, paragraph 2 of the Law, and the Contracting Authority has failed to correct them.

The request for the protection of rights which is challenging the activities of the Contracting Authority undertaken before expiry of the Bid submission deadline and after the deadline from the previous paragraph, shall be considered timely if submitted not later than the Bid submission deadline.

Following the decision on Contract award or the decision on cancelling the public procurement procedure, the deadline for filing the request for the protection of rights shall be 5 days following the day of posting the decision on the Public Procurement Portal.

The request for the protection of rights cannot challenge activities of the Contracting Authority performed in a public procurement procedure if the claimant was familiar with or could have been familiar with the reasons for its submission before the expiry of the deadline for submission of the request under Article 149, points 3 and 4, and the claimant did not submit it before the expiry of that deadline.

When, in a single public procurement procedure, a second request for the protection of rights is filed by the same claimant, the second request cannot challenge activities of the Contracting Authority that the claimant was familiar with or could have been familiar with during the submission of the previous request.

19.2 Mandatory Elements of the Request for the Protection of Rights

In accordance with Article 151 of the Law, the request for the protection of rights shall contain the following elements:

- 1) name and address of the claimant and the contact person;
- 2) name and address of the Contracting Authority;
- 3) information on the public procurement that is the subject of the request, i.e. on the decision of the Contracting Authority;
- 4) violations of the legislation regulating public procurement procedure;
- 5) facts and evidence substantiating the violations;
- 6) proof of paid tax;
- 7) claimant's signature.

19.3 Tax for the protection of rights

The claimant must remit payment for taxes to the Budget of Serbia, in the amount of 60.000 RSD.

19.4 Instructions for Tax Payment from the Republic of Serbia

A claimant is obliged to pay a tax in the amount prescribed in item 17.3 to the specified account of the Republic of Serbia Budget. As proof of paid tax, the following will be accepted:

- 1) Confirmation of paid tax which contains the following elements:
 - (1) to be issued and stamped by the bank;
 - (2) to present an evidence that the tax is paid, i.e. the confirmation must contain the information that the payment order, i.e. wire transfer order has been completed, as well as a date on which it has been completed;

- (3) the amount of the tax to be paid;
- (4) the account number. 840-30678845-06;
- (5) payment code: 153 or 253;
- (6) reference No.: PP 107/U/19;
- (7) the purpose of the payment: Serbia and Montenegro Air Traffic Services SMATSA LLC PP Training in the field of cost accounting for providing air navigation services (ANS services);
- (8) recipient: Budget of the Republic of Serbia;
- (9) name of the payer i.e. the claimant submitting the request for the protection of rights to whom the payment refers;
- (10) the signature of the authorised person from the bank.

2. The first copy of the payment order verified by the signature of the authorised person and the stamp of the bank or the post office, containing all other elements of the confirmation of paid tax as stated in item 1.

3) The Confirmation issued by the Republic of Serbia, the Ministry of Finance - Treasury, verified by the signature and the stamp, containing all the elements of the confirmation of paid tax as stated in item 1, except for those stated under (1) and (10) for claimants that have an open account within the consolidated Treasury account, managed by the Treasury (beneficiaries of the budget, beneficiaries of the assets of organisations for compulsory social security and other beneficiaries of the public assets);

4) The Confirmation issued by the National Bank of Serbia, containing all the elements of the confirmation of paid tax as stated under item 1, for claimants (banks and other subjects) that have an account with the National Bank of Serbia in accordance with the law and other regulations.

19.5 Instructions for Tax Payment from Abroad

The payment of taxes for submitting the requests for the protection of rights can be paid from abroad to the foreign currency account of the Ministry of Finance – Treasury.

NAME AND ADDRESS OF THE BANK: The National Bank of Serbia (NBS) 11000 Belgrade, Nemanjina 17, Serbia

SWIFT CODE: NBSRRSBGXXX

NAME AND ADDRESS OF THE INSTITUTION: Ministry of Finance – Treasury, Pop Lukina 7-9, 11000 Belgrade

IBAN: RS 35908500103019323073

REMARK: It is also necessary to state the following payment information - "details of the payment" (FIELD 70: DETAILS OF PAYMENT): – the number of the public procurement procedure to which the request for the protection of rights is related and the Contracting Authority's name - Serbia and Montenegro Air Traffic Services SMATSA LLC PP Training in the field of cost accounting for providing air navigation services (ANS services). The detailed instructions for the payment of the tax, as well as the examples of correctly filled in payment forms or payment transfer forms could be found at the following e-mail address: <http://www.kjn.gov.rs/ci/uputstvo-o-uplati-republicke-administrativne-takse.html>

(20) CONTRACT CONCLUSION

The Contracting Authority shall deliver to the Bidder to whom the Contract was awarded, a public procurement Contract to be signed, all in accordance with the Model of the Contract from Section VI, within a period of eight days from the date of expiry of the deadline for submitting a request for the protection of rights. If the Bidder, to whom the Contract was awarded, refuses to conclude the public procurement Contract, the Contracting Authority may conclude the public procurement Contract with the next most advantageous Bidder. In case that only one Bid was submitted in the public procurement procedure, the Contracting Authority may conclude the Contract with the Bidder to whom the Contract was awarded even before the expiry of the deadline for the submission of the request for the protection of rights.

The selected bidder is obliged to submit to the Contracting Authority signed copies of the contract within 15 (fifteen) days from the date of the receipt of the contract, that is, from the day when the Contracting Authority invited him to conclude the contract. If the Bidder fails to submit the contract within the indicated deadline, it shall be deemed to have refused to sign it and the Contracting Authority may enter him in the register of bidders with negative references, unless there are justifiable reasons for the delay, which it will notify the Contracting Authority in writing.

(21) BID ELIMINATION

The Bidder is expected to review all documents, carefully study all instructions, forms, terms and the technical part of the Tender Documents, and to act accordingly.

The Contracting Authority shall eliminate a Bid if:

- 1) it is untimely;
- 2) it contains essential deficiencies, i.e.:
 - a. the Bidder fails to prove fulfillment of the mandatory requirements for participation in the procurement procedure;
 - b. the Bidder fails to prove fulfillment of the additional requirements (*when applicable*);
 - c. the Bidder has failed to submit the required instrument of security (*when applicable*);
 - d. if the offered Bid validity period is shorter than prescribed;
 - e. the Bid contains other deficiencies which make it impossible to determine its actual contents, or make it impossible to compare it with other bids;
- 3) it does not comply with all Technical Specifications;
- 4) it limits the Contracting Authority's rights;
- 5) it sets conditions that stipulate the Contracting Authority's rights;
- 6) it limits the Bidder's obligations;
- 7) it exceeds the estimated value of the public procurement.

The Contracting Authority may award the Contract to the Bidder whose Bid price is higher than the estimated value of the public procurement if it is not higher than the compared market price and if the offered prices in all other acceptable bids are higher than the estimated value of the public procurement.

VIII AGREEMENT WHEREBY THE BIDDERS FROM A GROUP OF BIDDERS ARE MUTUALLY BOUND AND COMMIT THEMSELVES TO THE CONTRACTING AUTHORITY TO EXECUTE THE PUBLIC PROCUREMENT

By this agreement, following members of a Group of Bidders:

No.	Business name or short name from relevant register	Address of the registered office
1.		
2.		
3.		
4.		
5.		

(hereinafter referred to as: the Group of Bidders), having submitted the Joint Bid, commit themselves mutually and to the Contracting authority to execute the public procurement PP 107/U/19 - Training in the field of cost accounting for providing air navigation services (ANS services).

Article 1

All members the Group of Bidders agree to have unlimited joint and several liability to the Contracting Authority.

Article 2

All members of the Group of Bidders agree that:

1. a member of the Group of Bidders listed under number 1 shall be the Leading Member of the group, i.e. shall submit the Bid and represent the Group of Bidders before the Contracting Authority;
2. a member of the Group of Bidders listed under number ____ (please enter the number from the Table above) shall submit request for protection of rights and represent the Group of Bidders before the Commission for Protection of Rights in Public Procurement Procedures of the Republic of Serbia;
3. a member of the Group of Bidders listed under number ____ (please enter the number from the Table above) shall sign the contract and annexes to the contract;
4. a member of the Group of Bidders listed under number ____ (please enter the number from the Table above) shall submit requested security instruments;
5. a member of the Group of Bidders listed under number ____ (please enter the number from the Table above) shall issue an invoice and all payments shall be remitted on its account no. _____ (please enter account number) at the bank _____ (please enter name of the bank);
6. members the Group of Bidders shall perform following tasks in executing the contract:

a member of the Group of Bidders listed under number 1:

a member of the Group of Bidders listed under number 2:

a member of the Group of Bidders listed under number 3:

a member of the Group of Bidders listed under number 4:

a member of the Group of Bidders listed under number 5:

For a member of the Group of Bidders listed under number 1:

Stamp and signature of the authorised person

For a member of the Group of Bidders listed under number 2:

Stamp and signature of the authorised person

For a member of the Group of Bidders listed under number 3:

Stamp and signature of the authorised person

For a member of the Group of Bidders listed under number 4:

Stamp and signature of the authorised person

For a member of the Group of Bidders listed under number 5:

Stamp and signature of the authorised person

Date: _____

Place: _____