

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

Registration number
NAB.00-13/50
dated 10/07/2019



TENDER DOCUMENTS

for submitting Bids in a low-value public procurement procedure

Aviation English Courses for Air Traffic Control Officers

(Low-value public procurement 97/U/19)

BID SUBMISSION DEADLINE: 30/07/2019 until 10:00 AM (CEST)

BID OPENING: 30/07/2019 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 97/U/19, NAB.00-13/34 dated 13/05/2019 and the Decision on Establishing the Public Procurement Committee in PP 97/U/19, NAB.00-13/35 dated 13/05/2019, the following has been compiled:

TENDER DOCUMENTS
for a low-value public procurement procedure - Aviation English Courses for Air Traffic Control Officers PP 97/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
Website:	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 97/U/19

INFORMATION ABOUT THE PUBLIC PROCUREMENT SUBJECT MATTER

Description of the public procurement subject matter:	Aviation English Courses for Air Traffic Control Officers A detailed description has been provided in the Technical Specification – Section II of the Tender Documents
Name and code from the Common Procurement Vocabulary:	80490000 - Operation of an educational centre

II TECHNICAL SPECIFICATION

In accordance with the requirements contained in the ICAO Document 9835 “Manual on the Implementation of ICAO Language Proficiency Requirements (LPRs)” and in the Regulation on ATCOs’ Licences, Training Organisations and Aero-Medical Centres (“Official Gazette of RS” No. 83/2015), Serbia and Montenegro Air Traffic Services SMATSA LLC is conducting the procurement procedure for the provision of English language training services, as follows:

- General English language training courses to be attended by Air Traffic Control Officers, with the aim of maintaining/improving their level of English language knowledge, and Aviation English language training courses to be attended by both ATCOs and English Language Teachers from SMATSA LLC ANS Personnel Training Centre, with the aim of refreshing their Aviation English language knowledge. The respective training courses are to be conducted by a centre specialised in Aviation English language training, in the United Kingdom.

In the forthcoming three-year period, Air Traffic Control Officers (hereinafter referred to as: ATCOs) from SMATSA LLC will attend General English language training courses in mixed international groups, and Aviation English language training courses in closed groups, accompanied by English Language Teachers from SMATSA LLC ANS Personnel Training Centre. The respective training courses are to be conducted by a centre specialised in Aviation English language training, in the United Kingdom and are to commence in October 2019 as per the following parameters:

1. Contract validity period: 3 years from the Contract conclusion date.
2. Single course duration: 10 working days.
3. Number of lessons and timetable: 60 lessons (2 weeks, 30 lessons per week - each lesson has a 45-minute duration) to be held in the period from 8.45/9.00 a.m. to 3.00 p.m. with minimum 2 breaks (30 and 60 minutes long).
4. Type of course: a combined General English (20 lessons) and Aviation English (40 lessons) language course.
5. Maximum number of participants per course: 10 – 12 participants (ATCOs), i. e. a maximum number of 13 participants, provided that an English Language Teacher from ANS Personnel Training Centre attends the Aviation English language training course as well.
6. Total number of participants for the entire duration of the Contract: 350 participants.
7. The Schedule of Courses for a 3-year period:

Cycles	Course Phases		The Approximate Number of Groups/Participants
	Planned Course Commencement	Planned Course Completion	
The first cycle	The beginning of October 2019	The first half of December 2019	Approx. 5 groups, i.e. approx. 50-60 participants (ATCOs)
The second cycle	The second half of January 2020	The end of April 2020	Approx. 5 groups, i.e. approx. 50-60 participants (ATCOs)
The third cycle	The beginning of October 2020	The first half of December 2020	Approx. 5 groups, i.e. approx. 50-60 participants (ATCOs)
The fourth cycle	The second half of January 2021	The end of April 2021	Approx. 5 groups, i.e. approx. 50-60 participants (ATCOs)
The fifth cycle	The beginning of October 2021	The first half of December 2021	Approx. 5 groups, i.e. approx. 50-60 participants (ATCOs)
The sixth cycle	The second half of January 2022	The end of April 2022	Approx. 5 groups, i.e. approx. 50-60 participants (ATCOs)

The Service Provider shall, within 15 days from the date of the Contract entering into force, submit to the Contracting Authority for approval the Schedule of Courses with the exact dates of 5 course cycles (from the second to the sixth cycle), while the exact dates of the first

cycle shall be submitted within 2 days from the date of Contract signing. Once the Contracting Authority agrees with the Schedule of Courses, the established course dates can be changed only with the written consent of both Contracting Parties.

8. Course commencement: the beginning of October 2019.
9. Requirements relating to the training centre: the training centre is to be located in the United Kingdom and accredited by the British Council for the provision of General English language training courses. The centre must be specialised in Aviation English language training, as well. All courses shall always be held at the same location (in the same training centre).
10. Training material: the Service Provider shall provide course books, other written material, audio material, etc.
11. Entry/Placement tests: there is no requirement for the provision of entry/placement tests, unless it is necessary to do the preliminary testing of the participants' knowledge in order to divide them into appropriate mixed-international groups for the General English language training.
12. Final assessment: the assessment of the participants' knowledge at the end of the course is not required.
13. Attendance Register: lecturers are required to keep the Attendance Register.
14. Certificates/Confirmations: all participants shall receive Certificates of Attendance at the end of the course.
15. Report on Services Provided: the Service Provider shall sign the prepared Reports on Services Provided (in Serbian and English language) for each group at the end of the course and deliver it to the person appointed by the Contracting Authority, together with the Attendance Register, one group Certificate of Attendance and the copies of the individual Certificates of Attendance.
16. Documents for/assistance in obtaining visas: the Service Provider is required to provide participants with all the necessary documents (certificate of course enrolment/invitation letter) in order to obtain visas.
17. Accommodation of participants: the Service Provider shall organise hotel accommodation for 13 (thirteen) nights per course participant, in a high quality 3 or 4 stars hotel of a renowned hotel chain, located in the very centre of the city. It is also necessary for all participants, in all cycles, to be accommodated in the same hotel during the duration of the Contract. The hotel service must include accommodation in double rooms (single use) with en-suite bathroom, breakfast service, free use of Wi-Fi in the lobby and hotel rooms and obligatory heating in the period from October to May. Apart from the mentioned, each accommodation unit must include the following facilities: a safety deposit box, air conditioning, LCD TV, hairdryer, ironing facilities, electric kettle and toiletries. The hotel must also possess more than one lift and a good-quality fitness centre.

**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**

MANDATORY 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 V-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>BUSINESS CAPACITY – a) that the Bidder is accredited by the British Council for the provision of English language training courses and b) that the Bidder conducted Aviation English language courses with success to at least 50 participants), whether in groups or individually, in the last 5 (five) years i.e. before the date of publication of the Invitation to submit a Bid (from 10/07/2014 to 10/07/2019). If the Bidder submits several confirmations of previous Contracting Authorities/Buyers, the number of participants from different confirmations shall be added up.</p>	<p>a) Copy of the valid Accreditation Certificate for the provision of English language training courses issued by the British Council and b) Confirmations of the previous Contracting Authorities / Buyers, submitted in the Form V- 7, Section V, i.e. in any other form containing all elements required in the stated Form. The Contracting Authority shall use this information solely for the purpose of the respective public procurement procedure and it reserves the right to check the accuracy of the information provided therein.</p>
2	<p>TECHNICAL CAPACITY - that, at the time of the Bid submission, the Bidder possesses (owns, rents or leases) a training centre suitable for conducting English language courses, located on the territory of the United Kingdom</p>	<p>a) Bidder's Statement on Possessing the Sufficient Technical Capacity submitted in the Form V – 8, Section V, stamped and signed by the Bidder's authorised person.</p>
3	<p>PERSONNEL CAPACITY – that the Bidder employs at least 3 (three) lecturers, to be responsible for the execution of the respective Contract, who have at least 2 (two) years of experience in General and Aviation English language training.</p>	<p>a) Bidder's Statement on Key Technical Personnel submitted in the Form V-9, given in Section V, stamped and signed by the Bidder's authorised person and b) Curriculum Vitae (CV) of all persons named in the Statement on Key Technical Personnel, submitted in the Form V- 10, Section V, of the Tender Document,s stamped and signed by the Bidder's authorised person and the person whose CV is being submitted.</p>

INSTRUCTION FOR PROVING COMPLIANCE WITH THE REQUIREMENTS

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

- Compliance with the **additional requirements** for participation in the respective public procurement procedure, referred to in the additional requirements table view under 1, 2 and 3, shall be proved by submitting:

1. BUSINESS CAPACITY;

- a) Copy of the valid **Accreditation Certificate** for the provision of English language training courses issued by *the British Council* and
- b) **Confirmations of the previous Contracting Authorities / Buyers**, submitted in the **Form V- 7 given in Section V of the Tender Documents**, i.e. in any other form containing all elements required in the stated Form.

2. TECHNICAL CAPACITY:

Bidder's Statement on Possessing the Sufficient Technical Capacity submitted in the **Form V – 8, Section V of the Tender Documents**, stamped and signed by the Bidder's authorised person.

3. PERSONNEL CAPACITY:

- a) **Bidder's Statement on Key Technical Personnel** submitted in the **Form V-9, given in Section V of the Tender Documents**, stamped and signed by the Bidder's authorised person
AND
- b) **Curriculum Vitae (CV)** of all persons named in the Statement on Key Technical Personnel, submitted in the **Form V- 10, given in Section V of the Tender Documents**, stamped and signed by the Bidder's authorised person and the person whose CV is being submitted.

- **If the Bidder is submitting a Joint Bid with a 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 V-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 V -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 shall be jointly fulfilled by the participants in the Joint Bid.
- The Bidder shall, without any delay, inform the Contracting Authority, in writing, about any change concerning the public procurement procedure requirements fulfilment, if it occurs before the decision making i.e. contract conclusion, or during the validity period of the public procurement Contract, and shall document it in a 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 required evidence 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 on the official websites of the relevant authorities. The Contracting Authority shall not reject a bid not containing evidence required in the Tender Documents, if the Bidder has provided the website where the respective evidence is publicly available.
- 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 registered office address is located does not issue the 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 registered office 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, the lowest total offered prices stated in the Bid Form, excluding VAT calculated and payed in the Republic of Serbia, shall be compared.

If the offered prices are stated in GBP, the middle exchange rate of the National Bank of Serbia applicable on the day of Bid Opening Procedure shall 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 shall be regarded the Bid of the Bidder offering the longer term of payment.

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 the 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 shall be the one to whom the Contract shall 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 (Form V-2);
- (3) Bid-Preparation Expense Form (Form V-3) – *if applicable*;
- (4) Declaration on Independent Bid (Form V-4);
- (5) Bidder's Statement 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 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) Confirmation of the Previous Buyer/Contracting Authority (Form V-7);
- (8) Statement on Possessing the Sufficient Technical Capacity (Form V-8);
- (9) Statement on Key Technical Personnel (Form V-9);
- (10) Curriculum Vitae (CV) (Form V-10);

BID FORM

For the public procurement of Aviation English Courses for Air Traffic Control Officers, PP 97/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 700,000.00 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 350,000.00 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 8,800,000.00 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 4,400,000.00 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 35,000,000.00 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 17,500,000.00 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 MATTER

<p>Total Offered Price¹</p>	<p>_____ excluding VAT in the Republic of Serbia _____ including VAT in the Republic of Serbia The total price includes all costs that the Service Provider will have during the performance of the Contract</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 payment shall be effected on completion of training for a group of participants from each cycle, within the time period of _____ calendar days following the submission of a correct invoice to the Contracting Authority and the Report on Services Provided for each group of the cycle, signed by both parties</p>
<p>Service Provision Deadline</p>	<p>The Contract is valid for 3 (three) years from the date of signing</p>
<p>Place of Service Execution</p>	<p>The United Kingdom</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 GBP

(please mark applicable field ✓)

By submitting this Bid, we accept all the conditions of the respective Tender Documents. The offered services are in accordance with all elements of the Technical Specification (Section II) of the Tender Documents.

 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.

¹ The total offered price from the Price Breakdown Structure Form is to be entered.

PRICE BREAKDOWN STRUCTURE FORM ²

The currency of all stated Bid prices is:

RSD GBP
 (please mark applicable field ✓)

Subject	Unit of measure	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
Aviation and General English Language Training Courses for ATCOs	participant	342				
SMATSA LLC ANS Personnel Training Centre English Language Teachers attendance at Aviation English Language Training Courses	participant	8				
Hotel accommodation for course participants as specified within the Technical Specification	13 nights	350				
TOTAL:					_____	_____

² 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.

Instructions on how to complete the Price Breakdown Structure Form:

The Bidder shall fill in the Price Breakdown Structure Form in the following manner:

- In column 4, enter the unit price excluding VAT paid and calculated in the Republic of Serbia, for requested item of the public procurement
- In column 5, enter the unit price including VAT paid and calculated in the Republic of Serbia, for requested item of the public procurement
- in column 6, enter the total price excluding VAT paid and calculated in the Republic of Serbia for each requested item of the 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, enter the total price including VAT paid and calculated in the Republic of Serbia for requested item of the 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 enter the unit and total offered price both with and without VAT in the Republic of Serbia, in the Price Breakdown Structure Form. In case the foreign Bidder is not appointed with a tax representative in the Republic of Serbia, he/she shall enter the total offered price without VAT in Republic of Serbia, in the Price Breakdown Structure Form;

Place and date:

Bidder: Seal and signature

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 97/U/19 public procurement procedure, as given in the table:

TYPE OF EXPENSE	AMOUNT OF EXPENSE IN RSD / GBP
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, Registered Office Address 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 97/U/19 - Aviation English Courses for Air Traffic Control Officers, 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
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 97/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);

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
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 97/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.

CONFIRMATION OF THE PREVIOUS BUYER/CONTRACTING AUTHORITY³

NAME OF BUYER/CONTRACTING AUTHORITY: _____
 REGISTERED OFFICE: _____
 CONTACT PERSON: _____
 TELEPHONE: _____
 E-MAIL: _____

In accordance with Article 77, paragraph 2, item 2) under (2) of the Public Procurement Law, we issue

CONFIRMATION OF THE PREVIOUS CONTRACTING AUTHORITY

We hereby confirm that the Bidder _____, from _____ had successfully held Aviation English language courses:

(detailed course description)

Number of course participants: _____

Date of the course completion: _____⁴

This Confirmation is issued in response to a request from Bidder for the purpose of participation in the low-value public procurement procedure for the Provision of Aviation English Courses for Air Traffic Control Officers - PP 97/U/19, for Serbia and Montenegro Air Traffic Services SMATSA LLC, and cannot be used for any other purpose.

Accuracy of the data provided is certified (company stamp and signature) by:

L.S. Authorised representative of the previous Buyer/Contracting Authority

In _____
 Date _____

³ All shaded areas and all Buyer / Contracting Authority information must be filled-in. Confirmation is to be certified by the seal and signature of the legal representative of the previous Buyer / Contracting Authority. Enter the date and the place of certification.

⁴ In the period from 10/07/2014 to 10/07/2019

STATEMENT ON POSSESSING THE SUFFICIENT TECHNICAL CAPACITY⁵

In accordance with Article 77, paragraph 2, item 2) under (3) of the Public Procurement Law, we issue

**BIDDER'S STATEMENT
ON POSSESSING THE SUFFICIENT TECHNICAL CAPACITY**

We declare, under full criminal and financial responsibility, that the Bidder

(name and registered office of the Bidder),

possesses (owns, rents or leases) a training centre, at the time of the Bid submission:

(description of the training centre and the available training aids)

Training centre location: _____

This Statement is issued for the purpose of participation in the low-value public procurement procedure for the Provision of Aviation English Courses for Air Traffic Control Officers - PP 97/U/19, for Serbia and Montenegro Air Traffic Services SMATSA LLC, and cannot be used for any other purpose.

Place and date:

Bidder: Seal and signature

⁵ All shaded areas must be filled in. The Statement is to be certified by the seal and signature of the AUTHORISED PERSON of the Bidder.

STATEMENT ON KEY TECHNICAL PERSONNEL⁶

In accordance with Article 77, paragraph 2, item 2) under (4) of the Public Procurement Law, we issue

**BIDDER'S STATEMENT
ON KEY TECHNICAL PERSONNEL**

Under full criminal and material responsibility, we hereby declare that the Bidder

_____ (name and registered office of the Bidder),

at the time of Bid submission employs at least three lecturers to be responsible for the execution of the Contract, and they are:

No	Name and Surname	Number of years of experience in teaching English language
1.	_____	_____
2.	_____	_____
3.	_____	_____

This Statement is issued for the purpose of participation in the low-value public procurement procedure for the Provision of Aviation English Courses for Air Traffic Control Officers - PP 97/U/19, for Serbia and Montenegro Air Traffic Services SMATSA LLC, and cannot be used for any other purpose.

_____ Place and date:

_____ Bidder: Seal and signature

⁶ All shaded areas must be filled-in. The Statement is to be certified by the seal and signature of the AUTHORISED PERSON of the Bidder. Enter the date and place of certification.

CURRICULUM VITAE
CURRICULUM VITAE – CV

1. Name:
2. Surname:
3. Date of birth:
4. Nationality and Citizenship:
5. Education:

Institution and the date [from - to]	The level of professional qualifications and diplomas

6. Membership in professional organisations and professional associations:

7. Current position:

8. Key qualifications and the previous teaching experience relevant to the respective courses:

9. Total work experience – to be divided into time periods according to the company, i.e. the employer for whom the member of the team worked, and the position held at a particular employer.

Time period [from – to]	Employer / Company	Position held	Job Description

10. Declaration on the accuracy of data:

I hereby confirm that the above data correctly describe me, my qualifications and my experience.

Signature of engaged person	Seal and signature of authorized representative of the Bidder	Date
--------------------------------	---	------

VI THE MODEL OF THE CONTRACT

Note: This Model of the Contract represents the content of the Contract to be concluded with the selected Bidder.

The Bidder shall **fill out, certify by stamp, and sign** the submitted Model of the Contract, **thus confirming that they accept the elements of the Model of the Contract**. In the case of a joint bid and a bid with a subcontractor, all Bidders from a group of Bidders, or all subcontractors, must be included in the Model of the Contract.

Pursuant to Article 112 of the Public Procurement Law ("Official Gazette of the Republic of Serbia" No. 124/2012, 14/2015 and 68/2015) and the Decision on Contract Award _____, dated ____/____/____,

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

AND

(hereinafter referred to as: the Service Provider) (enter the name of the Bidder, their registered office address, TIN, registration number, the name of the person responsible for Contract signing)

1. _____
2. _____
3. _____

(other Bidders from a group of Bidders)

have concluded,

PUBLIC PROCUREMENT CONTRACT No. 97/U/19 – Aviation English Courses for Air Traffic Control Officers

The Contracting Parties agree on the following:

- that, pursuant to the Decision No. _____, dated _____, the Contracting Authority, _____, initiated the low-value public procurement procedure for the provision of services: Aviation English Courses for Air Traffic Control Officers - 97/U/19;
- that the Contracting Authority issued the Decision on Contract Award, number _____, dated _____, for the respective public procurement, by virtue of which the hereto Contract is being concluded, all in accordance with the accepted Bid filed by the Service Provider _____, Bid number _____, dated _____, which forms an integral part of this Contract.

In case that the Service Provider is submitting a Bid with a Subcontractor:

- The Service Provider shall engage the following Subcontractor/ Subcontractors: _____
_____ for the performance of these tasks: _____
- The Service Provider shall, according to the provisions of this Contract, be solely responsible for the manner in which the Contract is executed, as well as for all employees, representatives or Subcontractors engaged by the Service Provider in connection with the execution of the Contract.

In case of submitting the Joint Bid:

- The general contractor is the Bidder _____ who represents the Group of Bidders in the respective public procurement procedure.
- All Bidders from the Joint Bid have unlimited joint and several liability towards the Contracting Authority.
- The Agreement whereby the Bidders from a Group of Bidders are mutually bound and commit themselves to the Contracting Authority shall be the integral part of this Contract.

SUBJECT OF THE CONTRACT

Article 1

The subject of this Contract is the procurement of Aviation English Courses for Air Traffic Control Officers (hereinafter referred to as: the Services), all in accordance with the accepted Bid filed by the Service Provider Bid No. NAB.00 - ___/___ of ___/___/___ and the Technical Specification – Description of Services (Section II of the Tender Documents for PP 97/U/19), which form the integral parts of this Contract.

PRICE

Article 2

The unit price for the Service of attending the combined Aviation and General English language course for Air Traffic Control Officers per participant is _____ RSD/GBP, excluding VAT in the Republic of Serbia (*enter the data from the Price Breakdown Structure Form and circle the currency*).

The unit price for the Service of attending the Aviation English language course for English Language Teachers per participant is _____ RSD/GBP, excluding VAT in the Republic of Serbia (*enter the data from the Price Breakdown Structure Form and circle the currency*).

The unit price for the hotel accommodation service for 13 (thirteen) nights per participant is _____ RSD/GBP, excluding VAT in the Republic of Serbia (*enter the data from the Price Breakdown Structure Form and circle the currency*).

The total offered price based on the indicative planned quantities is _____ RSD/GBP, excluding VAT in the Republic of Serbia (*enter the data from the Price Breakdown Structure Form and circle the currency*), and the Contracting Authority reserves the right to waive part of the procurement.

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

The final Contract price shall be determined during the performance of the Services, and based on the actual number of completed trainings per participant and the unit prices referred to in paragraphs 1, 2, and 3, of this Article of the Contract.

The contracted unit prices referred to in paragraphs 1, 2, and 3, of this Article of the Contract and from the Price Breakdown Structure Form are fixed and unchangeable during the performance of the Contract, include all costs that the Service Provider will have during the performance of the Contract and form an integral part of this Contract.

METHOD OF PAYMENT

Article 3

The payment shall be effected on completion of training for a group of participants from each cycle, within the time period of _____ (*enter the data from the Bid Form*) calendar days

following the submission of a correct invoice to the Contracting Authority and the Report on Services Provided for each group of the cycle, signed by both parties.

If the Service Provider's registered office address is in the territory of the Republic of Serbia and the price is offered in British pounds, the conversion into the RSD countervalue on payment shall be made at the official middle exchange rate of the National Bank of Serbia on the day of invoicing.

OBLIGATIONS OF THE CONTRACTING AUTHORITY

Article 4

The Contracting Authority undertakes to appoint, within 7 days from the date of entry into force of the Contract, the Commission for Monitoring the Implementation of the Contract (hereinafter referred to as: the Commission), having the following responsibilities:

- i. to communicate and cooperate with the authorized representatives of the Service Provider;
- ii. to deliver to the Service Provider the necessary information for the provision of the Services referred to in Article 1 of the Contract;
- iii. to deliver to the Service Provider a list of persons who will attend training within one cycle, at least 45 days before the beginning of the first course within the cycle, except for the first cycle of courses for which the list of persons will be delivered as soon as possible following the date of signing the Contract;
- iv. to agree with the Service Provider the exact dates of the courses delivery within the Schedule of Courses submitted by the Service Provider;
- v. to monitor the quality of Service performance and the compliance with the Technical Specification in the Tender Documents;
- vi. to sign the Report on Services Provided for each group from the cycle, and
- vii. effect payment in accordance with the terms of this Contract.

The Contracting Authority shall bear the cost of travel and meals for the persons who will attend the training.

OBLIGATIONS OF THE SERVICE PROVIDER

Article 5

The Service Provider undertakes to perform the Services referred to in Article 1 of this Contract in all detail in accordance with Technical Specification - Section II of the Tender Documents for PP 97/U/19.

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

The Service Provider undertakes to engage as lecturers only such persons who are fully trained for delivering lectures in General and Aviation English and who have already conducted courses of the same type.

Upon successful completion of training, the Service Provider shall issue a Certificate of Attendance for each participant individually, a group Certificate of Attendance, and sign the Report on Services Provided for each group of participants from the cycle.

During the execution of the Contract, the Service Provider is obliged to provide the Contracting Authority with all necessary assistance when obtaining visas for Great Britain for the course participants, including issuing certificates of course enrolment and invitation letters.

Article 6

The Service Provider is obliged to appoint the Project Manager within 5 (five) calendar days from the date of entry into force of the Contract, who will be responsible for the exchange of information and necessary data with the Contracting Authority, monitoring the phases and the status of the provision of the Services and acting in accordance with the Contracting Authority's suggestions and objections with a view to fulfilling the objectives of the project.

THE SCHEDULE OF COURSES

Article 7

During the validity period of the Contract, six course cycles will be delivered according to the following schedule:

Cycles	Course Phases		The Approximate Number of Groups / Participants
	Planned Course Commencement	Planned Course Completion	
The first cycle	The beginning of October 2019	The first half of December 2019	Approx. 5 groups, i.e. approx. 50 -60 participants (ATCOs)
The second cycle	The second half of January 2020	The end of April 2020	Approx. 5 groups, i.e. approx. 50 -60 participants (ATCOs)
The third cycle	The beginning of October 2020	The first half of December 2020	Approx. 5 groups, i.e. approx. 50 -60 participants (ATCOs)
The fourth cycle	The second half of January 2021	The end of April 2021	Approx. 5 groups, i.e. approx. 50 -60 participants (ATCOs)
The fifth cycle	The beginning of October 2021	The first half of December 2021	Approx. 5 groups, i.e. approx. 50 -60 participants (ATCOs)
The sixth cycle	The second half of January 2022	The end of April 2022	Approx. 5 groups, i.e. approx. 50 -60 participants (ATCOs)

The Service Provider shall, within 15 days from the date of entry into force of the Contract, submit to the Contracting Authority for approval the Schedule of Courses with the exact dates of 5 course cycles (from the second to the sixth cycle), while the exact dates of the first cycle shall be submitted within 2 days from the date of Contract signing. Once the Contracting Authority agrees with the Schedule of Courses, the established course dates may not be changed.

If the need for changing the course date occurs during the execution of the Contract, the Contracting Party that requires the change shall immediately inform the other Contracting Party about it in writing. A change of date by one of the Contracting Parties shall be subject to the prior written consent of the other Contracting Party.

QUALITY AND WARRANTIES

Article 8

The Service Provider shall guarantee the quality of the Services provided.

The Contracting Authority shall inform the Service Provider in writing, as soon as possible, about the possible deficiencies of the Services provided, if the Services are not completely in compliance with the Technical Specification in Section II of the Tender Documents for PP 97/U/19.

The Service Provider shall resolve a complaint on the quality of the Services provided, obtained from the authorised person of the Contracting Authority, immediately, but not later than within two days of the written complaint receipt.

Following the successful completion of the Services, referred to in Article 1 of the Contract, for each group of participants, the Report on Services Provided shall be prepared and signed by the representatives of both Contracting Parties.

PERFORMANCE BOND

Article 9

The Service Provider's Bank shall issue a Performance Bond in favor of the Contracting Authority within 15 (fifteen) calendar days following the Contract signature. The Performance Bond shall contain the following clauses: unconditional and payable on first call. The Performance Bond shall be issued in the amount of 10% of the total Contract value (Article 2, paragraph 3, of the Contract) and shall be valid at least 30 days after the the expiry of the Contract validity date.

The Performance Bond shall be issued to the Contracting Authority and shall be payable on first call without objection (complaint or dispute). The Contracting Authority is entitled to collect the Performance Bond in the event the Service Provider fails to fulfill their obligations within the deadlines and in the manner stipulated by the Contract.

CONTRACT PENALTIES

Article 10

In case that, due to the Service Provider's fault, a course is cancelled or the date of the course is changed in the period less than 30 days prior to the scheduled time of the course, the Contracting Authority shall charge the Service Provider the contractual penalty for non-performance of contractual obligations in the amount of 2% of the Total Contract Price from Article 2, paragraph 3, of this Contract, whereas the total amount of the penalty may not exceed 10% of the Total Contract Price referred to in Article 2, paragraph 3, of this Contract.

The Contracting Authority may charge a contractual penalty without a prior consent of the Service Provider by reducing the amount stated in the invoice.

The payment of the contractual penalty shall not exempt the Service Provider from their obligations to perform the Services under the Contract.

The Contracting Authority's right to charge the contractual penalty does not affect the right of the Contracting Authority to activate the Performance Bond and claim for the damages.

TERMINATION OF THE CONTRACT

Article 11

The Contracting Authority may unilaterally terminate the Contract in case that:

- The Service Provider fails to perform their obligations set forth in this Contract within the deadline, and
- The Service Provider fails to rectify the identified deficiencies within the contracted term.

In the event any of the Contracting Parties considers that there is a violation of contractual obligations, they shall inform the other Contracting Party in writing within the period of 5 (five) days from the date the former has learned of the occurrence of the violation.

The Contracting Parties may terminate the Contract by mutual consent. By means of a written act on the consensual termination of the Contract, the Contracting Parties shall regulate their mutual rights and obligations until the termination of the Contract.

If the Contracting Authority sustains damage due to non-fulfillment of the Contract which is caused by the Service Provider, the Service Provider shall indemnify the Contracting Authority.

TRANSITIONAL AND FINAL PROVISIONS

Article 12

Unless otherwise set forth in this Contract, all information provided in connection with this Contract shall be in writing.

This Contract shall enter into force on the day it has been signed by the authorised representatives of both Contracting Parties, and shall be valid for three years following the date of the Contract entry into force.

The Contracting Parties agree that anything not defined in this Contract shall be subject to the provisions of the Law on Contracts and Torts of the Republic of Serbia and other positive legislation regulating this area, which is in force in the Republic of Serbia.

Any possible disputes arising in connection with this Contract, the Contracting Parties shall try to resolve in a consensual manner, and in case 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) originals, 3 (three) of which are in the Serbian language and 3 (three) in the English language. The Contracting Authority shall retain 2 (two) originals in the Serbian language and 1 (one) in English, while the Service Provider shall retain 2 (two) originals in the English language and 1 (one) in the Serbian language. *(applicable when the Contract is concluded with the Foreign Bidder).*

The Contract is made in 4 (four) identical originals, 2 (two) copies for each Contracting Party *(applicable if the Contract is concluded with the Domestic Bidder).*

Serbia and Montenegro Air Traffic
Services SMATSA LLC

CEO
Predrag Jovanović

SERVICE PROVIDER

*(Title of the responsible person, seal
and signature)*

*(Name of the person responsible for
the Contract signature)*

VII INSTRUCTIONS TO 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 writing.

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 in both Serbian and English. 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 being 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 - 97/U/19, Aviation English Courses for Air Traffic Control Officers – DO NOT OPEN”**. A Bid received at the Contracting Authority’s address by **10:00 a.m. on 30/07/2019** shall be considered as timely Bid.

Upon receipt of a Bid, the Contracting Authority shall mark on the envelope 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 Bid 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 specified for Bid submission, shall be considered untimely. An untimely Bid shall be returned to the Bidder unopened, after the Bid opening process, with a note stating that it was 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 the documents, to carefully study all the instructions, forms, and provisions as well as the 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 parts of the Tender Documents and submitting the documents and evidence in accordance with the Invitation for Bid Submission and these Tender Documents. All the Forms and the Model of the Contract, comprising the Bid, must be filled in and signed.

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 V-4;

- Bidder's Statement on proving compliance with the requirements from Article 75 - Form V-5;
- Subcontractor's Statement on proving compliance with the requirements from Article 75 Form V-6 (if applicable)
- Evidence on fulfilment of the requirements set in Article 76 of the Law:
 - A photocopy of a valid Accreditation Certificate issued by the British Council, for the provision of English language training services,
 - Confirmations of the previous Contracting Authorities / Buyers - (Form V-7)
 - Statement on possessing the sufficient technical capacity - (Form V-8)
 - Statement on key technical personnel - (Form V-9)
 - Curriculum Vitae (CV) of all key technical personnel, - (Form V-10)
- The 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 that the acceptability of the Bid depends on. The Bid must be compiled in such a way that it allows for its actual contents to be determined and for it to be compared with other Bids. Otherwise, the Bid shall be rejected due to essential deficiencies in the Bid.

It is desirable that all the documents submitted in the Bid be connected in its entirety and sealed, so that no individual sheets or attachments can subsequently be inserted, removed or replaced.

Note:

If the Bidders submit a Joint Bid, the Group of Bidders may choose the forms in the Tender Documents to be signed and sealed by all Bidders in the Group of Bidders, or the Group of Bidders may designate one Bidder in the Group that will sign and stamp the forms in the Tender Documents, except for the forms that include making statements under material and criminal responsibility (e.g. Statement of Independent Bid, Statement on Compliance with the Requirements set in Article 75 and Article 76 of the Law ...), which must be signed and certified with seal by every Bidder in the Group of Bidders. In the event that the Bidders choose that one Bidder in the Group signs and seals the forms contained in the Tender Documents (except for the forms that involve giving statements under material and criminal responsibility), this should be defined by an agreement whereby the Bidders in the group of Bidders are mutually bound and commit themselves to the Contracting Authority to execute the public procurement, which forms an integral part of the Joint Bid in accordance with Article 81 of the Law.

(4) LOTS

This public procurement has not been subdivided into lots.

(5) BIDS WITH VARIANTS

Bids with variants are not allowed.

(6) BID AMENDMENT, SUPPLEMENT AND WITHDRAWAL MANNER

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

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, the Republic of Serbia and marked in the following manner:

"Amendment to the Bid for the Public Procurement – 97/U/19 - Aviation English Courses for Air Traffic Control Officers – DO NOT OPEN" or

"Supplement to the Bid for the Public Procurement – 97/U/19 - Aviation English Courses for Air Traffic Control Officers – DO NOT OPEN" or

"Withdrawal of the Bid for the Public Procurement – 97/U/19 - Aviation English Courses for Air Traffic Control Officers – DO NOT OPEN" or

"Amendment and Supplement to the Bid for the Public Procurement – 97/U/19 - Aviation English Courses for Air Traffic Control Officers – 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 being 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 the expiry of the Bid submission deadline.

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

The Bidder may 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 (Section 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 (Section 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 and 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 shall provide access to the Subcontractor in order to determine the fulfillment of the sought requirements.

The Contracting Authority shall pay the total amount of the 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 shall be the Agreement, 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 member 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.

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 **30/07/2019 at 10:20 a.m.** at the premises of Serbia and Montenegro Air Traffic Services SMATSA LLC registered office in Belgrade, Trg Nikole Pašića10. 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 payment shall be effected on completion of training for one group of participants, within the time limit set by the Bidder in the Bid Form, which cannot be shorter than 15 calendar days nor exceed 45 calendar days, from the date of submission of a correct invoice to the Contracting Authority and the Report on Services Provided for particular group signed by both parties.

The payment amount shall be determined based on the actual number of participants in a group and the unit prices from the Price Breakdown Structure Form.

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

11.2 Deadline for the Execution of Contractual Obligations

The deadline for execution of all contractual obligations is 3 years 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 THE BID PRICE IS TO BE STATED AND EXPRESSED

Bidders shall quote the price in either RSD or GBP, 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. However, in the process of Bid evaluation, the prices quoted excluding the value added tax shall be taken in consideration.

The place of the sale of services shall be determined in accordance with location of the registered office of the recipient of Services. Given that the recipient of Services is the Contracting Authority, the subject Service is subject to taxation in the Republic of Serbia. A foreign Bidder shall calculate taxes and issue invoices for the rendered Services in accordance with relevant legislative in their country.

The unit prices and the total price referred to in the Bid are fixed and may not be changed.

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

The Service Provider's bank shall issue a Performance Bond in favor of the Contracting Authority, within 15 (fifteen) calendar days following the signing of this Contract. The Performance Bond shall contain the following clauses: unconditional and payable at the first call. The Performance Bond shall be issued in the amount of 10% of the total Contract value (Article 2, paragraph 3, of the Contract) and shall be valid at least 30 days after the expiry of the Contract validity date.

The Performance Bond shall be issued to the Contracting Authority and shall be payable on first call without objections (remarks or debate). The Contracting Authority is entitled to collecting the Performance Bond in the event the Service Provider fails to fulfill their obligations within the set deadlines and in an agreed manner.

(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 CONFIDENTIALITY

The respective procurement does not contain confidential information that the Contracting Authority may 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 facsimile, fully in accordance with Article 20 of the Public Procurement Law.

Persons interested in the public procurement may 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 7:30 a.m. to 4:00 p.m., on the occasion of which they can also inform the Contracting Authority of any observed deficiencies and irregularities observed 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 shall be marked with subject matter of the relevant public procurement, e.g. "Request for additional information on PP 97/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 can be useful in the course of examination, evaluation and comparison of Bids and may also conduct an inspection (control) of the Bidder or their Subcontractor.

In case the Contracting Authority estimates 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 to the request, i.e. make possible for the Contracting Authority to conduct a control (inspection) of the Bidder or their Subcontractor.

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 their 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 8:00 a.m. to 4:00 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 the expiry of the Bid submission deadline and after the expiry of the deadline from the previous paragraph, shall be considered timely if submitted not later than the Bid submission deadline expiration.

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 the Republic of Serbia, in the amount of 60,000.00 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 19.3 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. the 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 payed;
 - (4) the account number: 840-30678845-06;
 - (5) payment code: 153 or 253;
 - (6) reference No.: PP 97/U/19;
 - (7) the purpose of the payment: Serbia and Montenegro Air Traffic Services SMATSA LLC PP Aviation English Courses for Air Traffic Control Officers;
 - (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 mandatory social security insurance 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 request for the protection of rights can be made 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” – 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 97/U/19 Aviation English Courses for Air Traffic Control Officers. 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 second 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 them to conclude the Contract. If the Bidder fails to submit the Contract within the indicated deadline, the Bidder shall be deemed to have refused to sign it and the Contracting Authority may enter them into the register of bidders with negative references, unless there are justifiable reasons for the delay, in which case the Contracting Authority shall be notified about them 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.

(22) USE OF STAMP

Bidders are not obliged to use a stamp when preparing a Bid.

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, the following members of a Group of Bidders:

No.	Bidder's business name or abbreviated name from the relevant register	Address of the Bidder's 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 97/U/19 - Aviation English Courses for Air Traffic Control Officers.

Article 1

All members of 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 Republic Commission for the Protection of Rights in the Public Procurement Procedures;
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 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);
5. the members of the Group of Bidders shall perform the 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: L.S.

Signature of the authorised person

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

Signature of the authorised person

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

Signature of the authorised person

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

Signature of the authorised person

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

Signature of the authorised person

Date: _____

Place: _____