



**REPUBLIC OF SERBIA
GOVERNMENT AVIO SERVICE**

**TENDER DOCUMENTATION
FOR PUBLIC PROCUREMENT number M-04/2018**

**PUBLIC PROCUREMENT OF SERVICES
Procurement of services - "Professional training for aviation personnel for
Falcon 50 aircraft"**

Deadline for bids submission:	May 23, 2018 until 12:00
Public opening:	May 23, 2018 at 12:30

Belgrade, May 2018

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Pursuant to Article 39a and Article 61 of the Law on Public Procurements (the Official Gazette of the Republic of Serbia, no. 124/12, 14/15 and 68/15, hereinafter referred to as: the Law), Article 6 of the Rulebook on Compulsory Elements of Tender Documentation in Public Procurement Procedures and Method of Evidence of Fulfillment of Requirements (the Official Gazette of the Republic of Serbia, no. 86/15), the Decision on initiation of public procurement procedure, no. 404-02-14/2018-05 of 10 May 2018 and the Decision on establishment of the Public Procurement Commission no. 404-02-14/2018-05/1 of 10 May 2018 for the Procurement number M-04/2018, the following

**TENDER DOCUMENTATION
FOR PUBLIC PROCUREMENT number M-04/2018**

Procurement of services - „Professional training for aviation personnel for Falcon 50 aircraft” has been prepared

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5. INSTRUCTIONS TO BIDDERS HOW TO PREPARE THEIR BIDS
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14. Joint Procurement Agreement
(it is submitted only if the bid
is submitted by the group of bidders) **ANNEX 2**



I PUBLIC PROCUREMENT GENERAL DATA

Contracting authority: Republic of Serbia, Government, **Government Avio Service**, Nemanjina 11; Belgrade; official premises at the address: Bulevar Mihajla Pupina 2, Novi Beograd, TIN Number 104625603, Company registration number 07020171, web page www.aviosluzba.gov.rs

Public procurement type: The subject public procurement is carried out in the low-value public procurement procedure, pursuant to Article 39a of the Public Procurement Law, Annex 2; Category no. 4 – Services of professional training and by-laws governing public procurements.

Public procurement subject: Public procurement subject is procurement of services of professional training for aviation personnel.

Purpose of public procurement: Procedure is conducted for the conclusion of a contract on public procurement of services of professional training for aviation personnel.

Contacts: Contact person is Ms Jovanka Perušinović, phone number 011/2289 840, every working day from 7:30 – 15:30.

II PUBLIC PROCUREMENT SUBJECT DATA

Public procurement subject: Subject of public procurement no. M-04/2018 is procurement of services – **“Professional training for aviation personnel for Falcon 50 aircraft”** for needs of Government Avio-Service, according to specification set forth in Tender Documentation.

Name and label from Common procurement dictionary: 80650000 – Training and simulation in aircraft, missiles and spacecraft. The Bid must be completely prepared in accordance with tender documentation and invitation to submit bids.

The subject of procurement is not shaped in lots.

The following section of tender documentation describes subject of this procurement in more details - Type, technical characteristics (specification), quantity, description and quality assurance guarantee.

III TYPE, TECHNICAL CHARACTERISTICS (SPECIFICATION), QUANTITY, DESCRIPTION AND QUALITY ASSURANCE GUARANTEE

Government Avio Service (hereinafter: Contracting authority) conducts public procurement of service – **“Professional training for aviation personnel for Falcon 50 aircraft”**, in order to provide the authorizations for flight crew for Falcon 50 aircraft.

The professional training comprises:

- Pilot Initial Training - Falcon 50..... 2 pilots
- ILS CAT II Initial training..... 2 pilots
- Pilot Recurrent Course and Proficiency Check for Falcon 50 3 pilots
- ILS CAT II Recurrent training... 3 pilots

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Type and scope of training for aviation personnel are directly connected to the aircraft technical characteristics of Falcon 50 aircraft. Therefore, when defining the technical specification related to the subject Public procurement, the following technical specifications of the aircraft must be stated:

FALCON 50

- Reg. mark: YU-BNA; s/n: 043
- Aircraft Manufacturer: DASSAULT FALCON
- Year of manufacture: 1981
- Capacity: 12 passengers
- Powered by: 3 engines HONEYWELL TFE731-3-1C
(each engine provides max. 3500lbs of thrust)

Service - "Professional training for aviation personnel for Falcon 50 aircraft", practical and theoretical training should be completely performed in accordance with applicable international standards and regulations governing this kind of services.

Date: _____ 2018

Authorized person:

Seal and signature _____



IV CONDITIONS FOR PARTICIPATION IN PROCUREMENT AS PER ARTICLE 75 OF THE LAW AND INSTRUCTIONS HOW TO PROVE COMPLIANCE WITH REQUIRED CONDITIONS

CONDITIONS FOR PARTICIPATION

All interested parties who meet the mandatory conditions from Article 75 of the Public Procurement law are allowed to participate in the public procurement procedure - **“Professional training for aviation personnel for Falcon 50 aircraft”**.

Mandatory conditions for participating in the procedure:

The bidder is obligated to submit the evidence:

FOR LEGAL PERSONS:

- 1) that he is registered with the competent body, or entered in the appropriate register;
- 2) that he and his legal representative have not been convicted of a criminal act as a part of organized criminal organization, of a criminal act against commerce, environment, giving or accepting bribe, committing fraud;
- 3) that he has paid due taxes, contributions and other forms of public charges according to the laws of the Republic of Serbia or a foreign country if his head-quarters are on its territory;
- 4) that the bidder has the valid approval for the performance of the specific activity which is the subject of public procurement, issued by the competent authority;
- 5) that the bidder complies with the obligations arising from applicable regulations concerning protection at work, hiring and working conditions, environmental protection, as well as that he is not prohibited from performance of the specific activity, when submitting the bid.

FOR ENTREPRENEURS:

- 1) that he is registered with the competent body, or entered in the appropriate register;
- 2) that he has not been convicted of a criminal act as a part of organized criminal organization, of a criminal act against commerce, environment, giving or accepting bribe, committing fraud;
- 3) that he has paid due taxes and contributions arising from local public income;
- 4) that the bidder has the valid approval for the performance of the specific activity which is the subject of public procurement, issued by the competent authority;
- 5) that the bidder complies with the obligations arising from applicable regulations concerning protection at work, hiring and working conditions, environmental protection, as well as that he is not prohibited from performance of the specific activity, when submitting the bid.

FOR PHYSICAL PERSONS:

- 1) that he has not been convicted of a criminal act as a part of organized criminal organization, of a criminal act against commerce, environment, giving or accepting bribe, committing fraud;



- 2) that he has paid due taxes and contributions arising from local public income;
- 3) that the bidder has valid approval for performance of the specific activity which is the subject of public procurement, issued by the competent authority;
- 4) that the bidder complies with the obligations arising from applicable regulations concerning protection at work, hiring and working conditions, environmental protection, as well as that he is not prohibited from performance of the specific activity, when submitting the bid.

INSTRUCTION HOW TO PROVE COMPLIANCE WITH CONDITIONS:

The bidder is obliged to submit the Statement – Form No. 1, given under full material and penal liability by which he confirms compliance with mandatory conditions set forth in Article 75, paragraph 1, item 1) to 4) of the Law:

LEGAL ENTITY:

- 1) Excerpt from Business Register Agency, or the excerpt from the competent Commercial court register; for foreign bidders - excerpt from the competent authority register of the state of its head office;
- 2) Excerpt from penalty record, or the Certificate of the competent court and police department of the Ministry of domestic affairs that he and his legal representative have not been convicted of a criminal act as a part of organized criminal organization, of a criminal act against commerce, environment protection, giving or accepting bribe, committing fraud; for foreign bidders - certificate from the competent authority register of the state of its head office.
- 3) Approval of the competent tax authority – the Ministry of Finance and Economy that the bidder has settled all due taxes and other contributions and approval of the competent local self-government that it has settled all duties for source local public revenues; for foreign Bidders certificate of the competent tax authority of the state of its head office;
- 4) Statement that the bidder complies with the obligations arising from applicable regulations concerning protection at work, hiring and working conditions, environmental protection, as well as that he is not prohibited from performance of the specific activity, when submitting the bid.

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

ENTREPRENEUR:

- 1) Excerpt from Business Register Agency, or the excerpt from the competent Commercial court register;
- 2) Excerpt from penalty record, or the Certificate of the competent court and police department of the Ministry of domestic affairs that he and his legal representative have not been convicted of a criminal act as a part of organized criminal organization, of a criminal act against commerce, environment protection, giving or accepting bribe, committing fraud;
- 3) Approval of the competent tax authority – the Ministry of Finance and Economy that the bidder has settled all due taxes and other contributions and approval of the competent local self-government that it has settled all duties for source local public revenues;
- 4) Statement under full material and criminal liability that the bidder complies with the obligations arising from applicable regulations concerning protection at work, hiring and



working conditions, environmental protection, as well as that he is not prohibited from performance of the specific activity, when submitting the bid.

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

PHYSICAL ENTITY:

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

2) Approval of the competent tax authority – the Ministry of Finance and Economy that the bidder has settled all due taxes and other contributions and approval of the competent local self-government that it has settled all duties for source local public revenues;

3) Statement that the bidder complies with the obligations arising from applicable regulations concerning protection at work, hiring and working conditions, environmental protection, as well as that he is not prohibited from performance of the specific activity, when submitting the bid.

Evidence from 1) and 2) cannot be older than two months at the time of bid opening.

Evidence from **Article 75 paragraph 1 item 5) of the Law** is fulfilled and proved by the Bidder (legal entity, entrepreneur or physical entity) by submitting:

- Valid Certificate of the approved training organization issued by EASA (EASA ATO),
- Flight Simulation Training Device approved by EASA (EASA APPROVED FSTD)

Each subcontractor must comply with mandatory conditions set forth in Article 75, paragraph 1, item 1) to 4) of the Law. The bidder is obliged to submit the subcontractors' statements given under full material and penal liability by which they confirm compliance with mandatory conditions set forth in Article 75 of the Law and the evidence on compliance with mandatory conditions set forth in Article 75, paragraph 1, item 5) for the part of the procurement entrusted to subcontractors.

If the Bidder intends to entrust a partial execution of the procurement to the subcontractor, he is obliged to indicate:

- participation of subcontractor in his bid,
- percentage of the total bid value that is going to be entrusted to the subcontractor (maximum 50%), as well as the part of the procurement that will be performed by the subcontractor,
- subcontractor's name and if the contract is concluded between the Contracting authority and the bidder, the subcontractor shall be named in the contract.

If the bid is submitted by a group of bidders, each bidder from the group must comply with mandatory conditions set forth in Article 75, paragraph 1, item 1) to 4) of the Law. The condition from Article 75, paragraph 1, item 5) of the Law must be fulfilled by the bidder from the group of bidders entrusted with the part of procurement which requires fulfillment of that condition.



NOTE: Pursuant to Article 78, paragraph 5 of the Public Procurement Law, the bidder registered in the Register of Bidders kept by the Business Registers Agency competent for registration of business entities (Legal Entities and Entrepreneurs) shall not be obliged to submit evidence on the fulfillment of the mandatory requirements stipulated by Article 75, paragraph 1, items 1 to 4 of the Law.

Compliance with conditions from Article 75, paragraph 2 of the Law: Contracting authority demands that the Bidders state that they have acted in accordance with legal acts of protection at work, hiring and working conditions, environmental protection, as well as to guarantee that they are entitled to intellectual property, when submitting the bid.

Related with this condition, the Bidder submits the Statement of Compliance with conditions from Article 75, paragraph 2 of the Law.

This Statement is submitted by each subcontractor and member of group of bidders, in his own name.

The method of submitting the evidence: Evidence of compliance with mandatory conditions are delivered as uncertified copies and, prior to decision on the contract signing, the Contracting authority can demand from the Bidder whose bid is, according to the report of Commission, evaluated as the most advantageous one to submit the original or certified copies of all or several evidence.

If the Bidder submitted the statement from Article 77, item 4 of the Law, Contracting authority is obliged to demand from the Bidder whose bid was evaluated as the most advantageous one, to submit copies of required evidence on compliance with conditions, prior to adoption of the Decision on Contract award. He will be also entitled to demand the original or certified copies of all or several evidence. Contracting authority will be entitled to demand evidence from other Bidders. Contracting authority will not be obliged to demand from the Bidder to submit copies of all or several evidence if he possesses respective evidence from other public procurement procedures conducted by the same Contracting authority.

Contracting authority is not obliged to comply with Article 79, paragraph 2 of the Law in case of the low-value public procurement and negotiated procedure from Article 36, paragraph 2, items 2 and 3 of the Law, whose estimated value is lower from the amount set in Article 39, paragraph 1 of the Law.

If the bidder fails to submit the evidence from paragraphs 1 and 2 Article 79 of the Law within the period which cannot be shorter than five days, such bid shall be rejected by Contracting authority as unacceptable.

If the evidence of compliance with mandatory conditions is in electronic form, the bidder submits the copy of that document in writing, in accordance with law for complying electronic document, unless he is submitting an electronic bid, in which case the evidence is submitted in the original electronic form.



If the Bidder's headquarters are in a foreign country, Contracting authority can control if the evidence of compliance with mandatory conditions are issued by that country's competent authorities.

If the state of Bidder's headquarters does not issue evidence from Article 77, paragraph 1, item 1) to 4) of the law, the Bidder is allowed to submit the written Statement of compliance with mandatory conditions made under penal and material liability, certified by the court or other authority, notary public or other legal authority of that state.

If the Bidder was not able to obtain necessary documents within the deadline for bid submission, since, according to regulations of the state of his head office, these documents could not be issued within the deadline for bid submission and if the Bidder submits necessary evidence for this, the Contracting authority shall allow the Bidder to submit the mandatory evidence subsequently within appropriate timeframe.

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

The Bidder is not obliged to submit the data which are available to the public at web pages of the authorities. In that case, he must first specify these evidences and then specify the web page at which these data are available to the public.



V INSTRUCTIONS TO BIDDERS HOW TO PREPARE THEIR BIDS

1. Language

Contracting authority has prepared tender documentation in both Serbian and English language.
The procurement procedure shall be executed in Serbian language.
The bid can be compiled in either Serbian or English language.

2. Bid submission

The bid is submitted in writing to the address of Contracting authority – Government Avio Service, 11070 Novi Beograd, Bulevar Mihaila Pupina 2, istočno krilo, II sprat, kancelarija 209, closed in the envelope or box, in such manner that during bid opening it can be determined with certainty that it is being opened for the first time. On the front side of the envelope the following note shall be mandatorily placed: **Bid for Public Procurement No. M - 04/2018 – Procurement of services – “Professional training for aviation personnel for Falcon 50 aircraft” – and the label “BID - DO NOT OPEN”**. At the reverse side of the envelope, the name, address, contact person and telephone number of the Bidder must be indicated.

If the bid is submitted by a group of bidders, it is necessary to indicate on the envelope that it is a group of bidders, and give the names and addresses of all participants in a joint bid.

The bid shall be submitted directly or through postal services.

Bids are submitted up to 23 May 2018, until 12:00 o'clock.

If the bid is submitted through postal services, the Bidder must provide that it is received by Contracting authority within indicated date and time.

Invitation to submit bids and tender documentation shall be published on the internet page of Government Avio Service on day of announcement: www.aviosluzba.gov.rs. Invitation to submit bids shall be published on the Portal of the Official Gazettes of the Republic of Serbia, as well as in the regulations base.

When receiving bid, Contracting authority shall note down on envelope or box containing the bid the time and date of receipt and register ordinal number of bid in order of reception. For hand delivered bid, Contracting authority shall issue confirmation of reception to the bidder. In the confirmation he shall indicate the date and the time of receipt of bid.

The bid not received by Contracting authority within date and hour specified in the invitation to bid shall be considered as untimely bid.

Contracting authority shall return untimely bid to the bidder unopened, after the bid opening procedure with a note stating that the bid has been submitted in an untimely manner.

3. Information on the bid submission modalities

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

4. Bid with subcontractor

The bidder is obliged to state in the bid whether he will entrust partial execution of the procurement to a subcontractor.

If the Bidder indicates in his bid that he will entrust a partial execution of the procurement to the subcontractor, he is obliged to indicate percentage of the total bid value that is going to be



entrusted to the subcontractor, which cannot be over 50%, as well as the part of the procurement that will be performed by the subcontractor.

If the Bidder indicates in his bid that he will entrust a partial execution of the procurement to the subcontractor, he is obliged to indicate the subcontractor's name and if the contract is concluded between the Contracting authority and the bidder, the subcontractor shall be named in the contract.

A bidder is obliged to, upon the Contracting authority request, provide him access to subcontractors, in order to determine fulfillment of the required conditions.

The bidder must submit the evidence on compliance with the conditions from the tender documentation for subcontractors.

The bidder is fully responsible to the Contracting authority for performance of the obligation from the public procurement procedure, i.e. performance of the contractual obligations, regardless of the number of subcontractors.

5. Joint bid

A bid can be made by a group of bidders.

If a bid is submitted by a group of bidders, the agreement by which the bidders from the group undertake to each other and to the Contracting authority to perform the public procurement must be the integral part of the joint bid. This agreement must contain the information from the Article 81, paragraph 4. item 1) to 6) of the Law.

Contracting authority may not request a group of bidders to associate themselves into a legal entity so that they may submit a joint bid.

If the joint bid is assessed as the most advantageous one, the Contracting authority may require a group of bidders to submit a legal act binding them to execute jointly the procurement contract. The legal act shall specify the responsibility of each bidder for the contract execution.

The bidders forming a group of bidders shall bear unlimited joint liability towards the Contracting authority.

A cooperative may submit a bid independently, in its own name and on behalf of members of the cooperative, or a joint bid on behalf of the cooperative members.

If a cooperative submits bid in its own name, for obligations arising from public procurement procedure and public procurement contract, both the cooperative and its members shall be liable, in accordance with the Law.

If a cooperative submits joint bid on behalf of its members, for obligations from public procurement procedure and public procurement contract, members of the cooperative shall have unlimited joint and several liability.

6. Special requirements of Contracting authority on how to compile the bid

The bid is compiled by entering required data in forms which make the integral part of tender documentation. The bidder is required to complete forms clearly, i.e. to enter the data in empty fields or to circle already given elements, so that the forms are entirely completed and their content clear and unambiguous.

Besides that, the bidder is obliged to submit all annexes requested by tender documentation.

Bidder is obliged to bound together as a whole all documents submitted along with the bid and to seal them in order to prevent additional insertion, removal or replacement of individual sheets of paper, i.e. annexes, without visible damage to the sheets or seal.



The bidder is obliged to state in the bid whether he will entrust partial execution of the procurement to a subcontractor.

If the bid is submitted by the bidder participating individually, each form must be sealed and signed by the bidder's responsible person or authorized representative.

If the bidder indicates in his bid that he will entrust a partial execution of the procurement to the subcontractor, he is obligated to indicate the subcontractor's name and if the contract is concluded between the Contracting authority and the bidder, the subcontractor shall be named in the contract. In that case all forms related to subcontractors must be sealed and signed by the subcontractor's responsible person or authorized representative.

If the bid is submitted by a group of bidders, the integral part of joint bid is agreement whereby bidders from the group commit, between themselves and towards Contracting authority, to execute public procurement, which has to contain information on:

- 1) leading member of the group, or one who will make the bid and represent the group of bidders before Contracting authority;
- 2) bidder who will sign the contract on behalf of the group of bidders;
- 3) bidder who will provide collateral on behalf of the group of bidders;
- 4) bidder who will issue invoice;
- 5) account for the execution of payment;
- 6) liabilities of each bidder from the group of bidders for implementing contract.

If the bidders are submitting a joint bid, the group of bidders may decide that all forms from the tender documentation are signed and sealed by all members of the group of bidders or a group of bidders can name one bidder from the group who will sign and seal the forms from tender documentation except the forms that involve making a statement under material and criminal liability (e.g. Statement on independent bid, Statement on compliance with conditions from Article 75, paragraph 2 of the Law), which must be signed and sealed by each bidder from the group of bidders. If the bidders name one bidder from the group who will sign and seal the forms from tender documentation (except the forms that involve making a statement under material and criminal liability), that must be defined in the agreement by which the bidders from the group undertake to each other and to the Contracting authority to perform the public procurement. The agreement shall be the integral part of the joint bid according to Article 81 of the Law.

Bidders submit bids in compliance with tender documentation and conditions requested by the Contracting authority.

The bid must contain TENDER DOCUMENTATION, ANNEXES AND FORMS, as follows:

- Part III – TYPE, TECHNICAL CHARACTERISTICS (SPECIFICATION), QUANTITY, DESCRIPTION AND QUALITY ASSURANCE GUARANTEE shall be signed and sealed by official stamp.

FORMS:

- Bidder's statement on compliance with conditions pursuant to Art. 75, of the Public Procurement Law with ANNEX 1a



Completed, signed and certified by a seal **Form 1**

- Subcontractor's statement on compliance with conditions pursuant to Art. 75,
of the Public Procurement Law with ANNEX 1b

Completed, signed and certified by a seal **Form 2**

- Bid form, completed, signed and certified by a seal **Form 3**

- Price breakdown form, completed, signed and certified by a seal **Form 4**

- Bid preparation costs form, completed, signed and certified by a seal **Form 5**

- Statement of the independent bid, completed, signed and certified by a seal **Form 6**

- Statement form (Article 75, paragraph 2),
completed, signed and certified by a seal **Form 7**

- Contract model completed, signed and certified by a seal **Form 8**

ANNEXES:

- **ANNEX 1 (ANNEX 1a and ANNEX 1b)** – Evidence that the Bidder has a valid Certificate of the competent authority for the performance of the specific activities;
- **ANNEX 2** - Joint Procurement Agreement (it is submitted only if the bid is submitted by the group of bidders).

7. Alternative Bids

Alternative bids are not allowed.

8. Discount on the offered price

Discount on the offered price is not allowed.

9. Manner of making changes, amendments or withdrawal of the Bid

Bidder is entitled to make changes, amendments or withdrawal of the Bid within the deadline for bid submission in the manner specified for the bid submission.

Bidder is required to indicate clearly which part of the bid was changed, i.e. which documents will be submitted subsequently.

Change, amendment or withdrawal of the Bid shall be submitted to the address: **Government Avio Service, Bulevar Mihaila Pupina 2, 11070 Novi Beograd**, istočno krilo, II sprat, kancelarija 209, with label:

“Change of the bid for the public procurement of service - “Professional training for aviation personnel for Falcon 50 aircraft” PP No. M-04/2018 – “ DO NOT OPEN” or



“Amendment to the bid for the public procurement of service - “Professional training for aviation personnel for Falcon 50 aircraft – PP No. M-04/2018 – “ DO NOT OPEN” or

“Withdrawal of the bid for the public procurement of service - “Professional training for aviation personnel for Falcon 50 aircraft – PP No. M-04/2018 – “ DO NOT OPEN” or

“Change and amendment to the bid for the public procurement of service - “Professional training for aviation personnel for Falcon 50 aircraft – PP No. M-04/2018 – “ DO NOT OPEN”.

At the reverse side of the envelope or on the box, the name, address, contact person and telephone number of the Bidder must be indicated. If the bid is submitted by a group of bidders, it is necessary to indicate on the envelope that it is a group of bidders, and indicate the names and addresses of all participants in a joint bid.

After the expiry of the bid submission deadline, the Bidder cannot withdraw or change his bid.

10. Requirements important for bid acceptability

The offered services must comply with the requirements of the Contracting authority and defined technical characteristics (specification), description, content and quality in all aspects. On contrary, the bid will be rejected as unacceptable.

11. Requirements in terms of payment modality and condition

The payment is made directly by the user undergoing the training, before the commencement of the service of training.

12) Currency and the manner in which the price in the bid must be indicated and expressed

The price must be expressed in dinars, without VAT, including all costs bidder had in the realization of the public procurement.

Prices expressed in a foreign currency (USD), shall be converted into dinars at the mean exchange rate of the National Bank of Serbia on the day of the bid opening.

The price expressed in the bid must comprise all costs that the Bidder had in the realization of procurement.

The price is fixed and cannot be changed.

If the price indicated in the bid is abnormally low causing the Contracting authority to doubt whether public procurement will be completed, the Contracting authority shall apply Article 92 of the Law.

Services which are the subject of this Public procurement are VAT free, according to Article 24, paragraph 1, item 10) of the Law on Value added tax (“Official Gazette of the Republic of Serbia”, No. 84/04, 86/04-correction, 61/05, 61/07, 93/12, 108/13, 68/14-other law, 142/14, 83/15, 108/16, 113/17 and 30/18).

13. Protection of Contracting authority’s data confidentiality

Contracting authority shall require the protection of confidentiality of data placed at disposal to bidders, including their subcontractors.



Person who receives data specified as confidential is obliged to observe their confidentiality irrespective of the degree of this confidentiality.

14. Protection of Bidder's data confidentiality

The Contracting authority shall keep as confidential all data on bidders contained in bids that are designated as confidential by a special regulation and designated as such in the bid with the label **"CONFIDENTIAL"** by the bidder. The Contracting authority shall refuse to disclose any information that would entail a breach of confidentiality of data received in the bid.

Data concerning compliance with mandatory conditions, price and other data from the bid relevant for the bid ranking shall not be deemed as confidential.

15. Additional information or clarifications concerning the bid preparation

Interested person may request from Contracting authority, in writing (via e-mail jovanka.perusinovic@aviosluzba.gov.rs or on fax no. 011/3117529), additional information and clarifications concerning the preparation of bid up to 5 (five) days before the expiry of time limit for bid submission.

Contracting authority is obligated to send written reply to the interested person within 3 (three) days from the day of reception of request for additional information and clarifications concerning the preparation of bid and at the same time publish this information on the Public Procurement Portal and on its own website.

Additional information or clarifications are submitted with a note **"Request for additional information or clarifications of tender documentation for the Public procurement of services - "Professional training for aviation personnel for Falcon 50 aircraft", PP No. M-04/2018.**

Should the Contracting authority change or amend the Tender Documents within 8 or fewer days before the deadline for the submission of bids, he will be obligated to extend the deadline for the submission of bids and publish a notice on extending the deadline for the submission of bids.

After the expiry of the deadline for the submission of bids, the Contracting authority shall not alter nor amend the tender documents.

Requesting additional information or clarification regarding the preparation of the bid by phone shall not be allowed.

Communication during the public procurement procedure shall be carried out only in the manner provided in Article 20 of the Law.

16. Additional explanations, control and permitted corrections

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

Subject to the bidder's consent, Contracting authority may correct arithmetic errors noticed in the course of examining the bid after the concluded opening of bids.

In case of difference between unit price and total price, unit price will be considered valid.

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



17. Additional explanations from Bidder after bid opening and control made by bidder or his subcontractor

After opening of the bids, during expert evaluation of the bids, the Contracting authority can, in writing, demand from the bidder additional explanations which would help him in the review, evaluation and comparison of the bids, and he can also control (have insight) at the bidder, i.e. its subcontractor (Article 93. of the Law).

If the Contracting authority considers that there is need for additional explanations, or control (insight) at the bidder, i.e. its subcontractor, the Contracting authority will give an appropriate amount of time to the bidder to meet the request of the Contracting authority, i.e. to allow the Contracting authority to have control (insight) at the bidder, i.e. its subcontractor.

18. Negative references

Contracting authority is entitled to reject a bid if it possesses evidence that, over the last three years prior to announcement of the invitation to submit bids in a public procurement procedure the bidder has:

- 1) acted contrary to prohibition under Articles 23 and 25 of this Law;
- 2) violated competition;
- 3) supplied false data within the bid or unjustifiably refused to sign a public procurement contract after it had been awarded to it;
- 4) refused to supply evidence and collateral to which it has previously committed in its bid.

Contracting authority will reject a bid if it possesses evidence that the bidder did not fulfill its obligations under the previously awarded public procurement contracts that related to the same subject of procurement, over the last three years prior to announcement of the invitation to submit bids.

The evidence referred to in Paragraphs 1 and 2 of this Article may be:

- 1) final court decision or final decision of another competent body;
- 2) document on executed collateral for securing the fulfillment of obligations in public procurement procedure or contractual obligations;
- 3) document on the paid contractual penalty;
- 4) complaint from consumers, or users, where these were not rectified within the contracted deadline;
- 5) report by supervisory body on works that were not executed in accordance with the project or contract;
- 6) statement on termination of contract due to failure to observe essential contractual elements, given in the manner and under conditions prescribed by the law governing contracts and torts;
- 7) evidence on having commissioned the persons not named in bid, to implement public procurement contract as subcontractors or members of the group of bidders;
- 8) other appropriate evidence relevant to the subject of procurement, which refers to fulfillment of obligations in earlier public procurement procedures or in other previously awarded public procurement contracts.

Contracting authority may reject a bid if it possesses evidence under Paragraph 3 Item 1) of this Article which refers to procedure executed or contract awarded by another Contracting authority, where it refers to the same type of public procurement subject.

19. Type of criteria for awarding the contract



The selection of the most advantageous bidder is done by applying the criteria of **“The lowest bid price”**.

20. Elements of the criteria under which the Contracting authority shall award the contract in situations where there are two or more bids with the equal number of points or the same bid price

If two or more bids have the same lowest bid prices, as the most favourable one will be selected the bid of the bidder who in previous year (2017) have realized higher operating income, in which case the bidder shall be bound to submit subsequently, upon Contracting authority's request, a Solvency report for 2017 in order to prove capability for execution of contracting obligations – form BON-JN issued by the Business Registers Agency or Balance sheet and Income Statement for 2017, with the opinion of authorized auditor or other documents to prove operating income realized in previous year (2017).

21. Compliance with the obligations arising from the applicable regulations

Within its bid, the bidder shall submit signed and verified statement (as the integral part of tender documentation) that he respected all the obligations arising from the applicable regulations on safety at work, employment and working conditions, environmental protection, and that he is not prohibited from performance of the specific activity, when submitting the bid from tender documentation (**Form no. 7**).

22. Request for protection of rights

The request for protection of rights is filed to the Contracting authority and the copy is simultaneously submitted to the Republic Commission.

The request for the protection of rights may be filed during the entire Public Procurement procedure, against any action of the Contracting authority.

Request for the protection of rights challenging the type of procedure, the contents of the call for competition or tender documents, shall be considered timely if received by contracting authority at latest seven days before the expiry of time limit for the submission of bids, and in low-value public procurement procedure and in qualification procedure, if received by contracting authority at latest three days before the expiry of time limit for the submission of bids, regardless of the manner of delivery and provided that the applicant in compliance with Article 63, paragraph 2 of the Law indicated possible deficiencies and irregularities and contracting authority failed to rectify them.

Request for the protection of rights challenging the actions taken by the Contracting authority prior expiry of the deadline for submitting bids and after the expiry of the deadline set in Article 149, paragraph 3 of the Law, shall be deemed as timely filed if submitted prior to the expiry of deadline for submitting the bids.

After decision on awarding contract, concluding framework agreement, acknowledging qualification or cancelling the procedure is made, the deadline for submitting the request for the protection of rights is ten days from the day of publishing the decision on the Public procurement portal and five days in the low-value public procurement procedure and adoption of decision on contract award based on the framework agreement, in line with Article 40a of the Law.



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

While filing request for protection of rights, the bidder is obliged to pay a tax in the amount of **60.000,00 dinars**.

While filing request for protection of rights, the bidder is obliged to pay a tax in the amount of **60.000,00 dinars** on the current account no. 840-30678845-06, payment code: 153 or 253, reference number M-04/2018, purpose: Request for protection of rights fee (Serbian: ZZP), Government Avio Service, beneficiary: Budget of the Republic of Serbia and an evidence issued by business entity (bank or post office) that the payment of tax was made should also be submitted.

Such an evidence must contain a clear seal of the bank (or post office) and signature of authorized person with legible date of payment and clearly indicated Public procurement number **(M- 04/2018)** for which the request is filed.

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

23. Deadline for the contract conclusion

Contracting authority shall conclude public procurement contract with the bidder to whom the contract was awarded within eight days from the day of expiry of the term for filing the request for the protection of rights.

If Contracting authority fails to submit signed contract to the bidder within deadline from paragraph 1, the bidder is not obliged to sign the contract, which will not be considered as withdrawal of bid and bidder cannot sustain any consequences due to that, except in case of duly filed request for the protection of rights.

If the bidder to whom was awarded contract fails to conclude public procurement contract, Contracting authority may conclude the contract with the next most advantageous bidder.

24. Amendments during contract execution

Upon the contract award, pursuant to Article 115, Contracting authority may allow change of price in case of occurrence of circumstances beyond control of Contracting authority or Bidder, that significantly influence performance of services that are subject of the specific public procurement.

25. Control of contract execution

Persons responsible for control and fulfillment of contractual obligations are Željko Krstić and Jovanka Perušinović, phone no.: 011/2289-840.



**THE BIDDER'S STATEMENT
ON FULFILLMENT OF REQUIREMENTS FROM ART. 75 OF THE LAW IN
PROCEDURE OF LOW-VALUE PUBLIC PROCUREMENT**

Pursuant to Article 77. item 4. of the Law, given subject to full criminal and material liability, as legal representative of the Bidder, I am giving following

S T A T E M E N T

The Bidder _____ in the low-value public procurement of services no. **M-04/2018 - Professional training for aviation personnel for Falcon 50 aircraft**, fulfills all requirements from Article 75 of the Law, i.e. conditions defined by tender documents for relevant public procurement, as follows:

- 1) The Bidder is registered with the competent authority or entered in the appropriate register;
- 2) The Bidder and its legal representative have not been convicted for any criminal act as members of an organized criminal group; that it has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud;
- 3) The Bidder has paid due taxes and other public charges in accordance with laws of the Republic of Serbia (or a foreign country if its registered address is in its territory);
- 4) Bidder has a valid Certificate of the competent authority for the performance of the specific activities which is the subject of the public procurement:
 - Valid Certificate of the approved training organization issued by EASA (EASA ATO),
 - Flight Simulation Training Device approved by EASA (EASA APPROVED FSTD)
- 5) The Bidder has complied with the obligations under the applicable regulations on safety at work, employment and working conditions, environmental protection, and it has not been prohibited from performing economic activity by any measure in force at the time of invitation to submit bid;

A copy of ANNEX 1 - Training Organization Certificate, should be submitted together with this Statement.

Date: _____ 2018

Bidder:

Seal _____



ANNEX 1a.
Training Organization Certificate



**THE SUBCONTRACTOR'S STATEMENT
ON FULFILLMENT OF REQUIREMENTS FROM ART. 75 OF THE LAW IN
PROCEDURE OF LOW-VALUE PUBLIC PROCUREMENT**

Pursuant to Article 77. item 4. of the Law, given subject to full criminal and material liability, as legal representative of the Bidder, I am giving following

S T A T E M E N T

The Subcontractor _____ in the low-value public procurement of services no. **M - 04/2018 - Professional training training for aviation personnel for Falcon 50 aircraft**, fulfills all requirements from Article 75 of the Law, i.e. conditions defined by tender documents for relevant public procurement, as follows:

- 1) The Subcontractor is registered with the competent authority or entered in the appropriate register;
- 2) The Subcontractor and its legal representative have not been convicted for any criminal act as members of an organized criminal group; that it has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud;
- 3) The Subcontractor has paid due taxes and other public charges in accordance with laws of the Republic of Serbia (*or a foreign country if its registered address is in its territory*);
- 4) The Subcontractor has a valid Certificate of the competent authority for the performance of the specific activities which is the subject of the public procurement:
 - Valid Certificate of the approved training organization issued by EASA (EASA ATO),
 - Flight Simulation Training Device approved by EASA (EASA APPROVED FSTD)
- 5) The Subcontractor has complied with the obligations under the applicable regulations on safety at work, employment and working conditions, environmental protection, and it has not been prohibited from performing economic activity by any measure in force at the time of invitation to submit bid;

A copy of ANNEX 1b - Training Organization Certificate, should be submitted together with this Statement

Date: _____ 2018

Subcontractor: _____

Seal _____



ANNEX 1b.
Training Organization Certificate

Form 3

22 of 37



BID FORM

Bidder's full name: _____
Bidder's abbreviated name: _____
Address and headquarters: _____
Registration number: _____
Identity number - TIN: _____
Contact person: _____
Tel/Fax/E-mail: _____

Based on the Invitation to submit bid for the public procurement no. **M - 04/2018 – Procurement of service “Professional training training for aviation personnel for Falcon 50 aircraft”** completely in accordance with Technical specification and Price Breakdown form, which are an integral part of this Public procurement, we are submitting the following

B I D

No. _____ dated _____ 2018

In order to perform all services in conformity with conditions set forth in tender documentation, respecting all applicable regulations and standards, in the following manner of participation:

a) individually b) joint bid c) with subcontractor
(circle the type of participation)

Bid validity deadline is _____ (_____) calendar days from the day of bid opening.
(not less than 30)



Unit price of services and total price of services that are subject of the public procurement:

Reg. No	Type of service	Price per 1 user	Number of users	Total price
1.	Pilot Initial Training - Falcon 50		2	
2.	ILS CAT II Initial training		2	
3.	Pilot Recurrent Course and Proficiency Check for <u>Falcon 50</u>		3	
4.	ILS CAT II Recurrent training		3	
Total 1+2+3+4				

The Bidding price is expressed in RSD / USD (circle the currency).

Manner of payment: The payment is made directly by the user undergoing the training, before the commencement of the service of training.

In order to perform the procurement, we are hiring _____ (_____) subcontractor.

(insert number of subcontractors in letters).

Percentage _____ % of the public procurement total value that will be entrusted to the
(insert the percentage) Subcontractor.

Part of the public procurement that will be performed through Subcontractors _____

(insert)

Date: _____ 2018

Signature

Seal



DATA ON BIDDER

Business name or abbreviated name	
--	--

Headquarters address	Street and no.	
	Place	
	Municipality	
Bidder's registration number		
Tax identification number		
Responsible person		
Contact person		
Telephone		
Fax		
E-mail:		
Account number - Bank		
Legal entity type (micro, small, medium sized or large legal entity)		

Date: _____ 2018

Signature _____

Seal _____



DATA ON SUBCONTRACTOR

Business name or abbreviated name	
--	--

Headquarters address	Street and no.	
	Place	
	Municipality	
Bidder's registration number		
Tax identification number		
Responsible person		
Contact person		
Telephone		
Fax		
E-mail:		
Account number - Bank		

NOTE: The required number of copies of this form shall be provided if the execution of the procurement is partly entrusted to several subcontractors.

Date: _____ 2018

Signature _____

Seal _____



DATA ON LEADING GROUP MEMBER

Business name or abbreviated name	
--	--

Headquarters address	Street and no.	
	Place	
	Municipality	
Bidder's registration number		
Tax identification number		
Responsible person		
Contact person		
Telephone		
Fax		
E-mail:		
Account number - Bank		
Legal entity type (micro, small, medium sized or large legal entity)		

Date: _____ 2018

Signature _____

Seal _____



DATA ON GROUP MEMBER

Business name or abbreviated name	
--	--

Headquarters address	Street and no.	
	Place	
	Municipality	
Bidder's registration number		
Tax identification number		
Responsible person		
Contact person		
Telephone		
Fax		
E-mail:		
Account number - Bank		
Legal entity type (micro, small, medium sized or large legal entity)		

NOTE: The required number of copies of this form shall be provided if the bid is submitted by several group members.

Date: _____ 2018

Signature

Seal _____



PRICE BREAKDOWN FORM

Reg. No	Type of service	Price per 1 user	Number of users	Total price
1.	Pilot Initial Training - Falcon 50		2	
2.	ILS CAT II Initial training		2	
3.	Pilot Recurrent Course and Proficiency Check for <u>Falcon 50</u>		3	
4.	ILS CAT II Recurrent training		3	
Total 1+2+3+4				

The Bidding price is expressed in **RSD / USD** (*circle the currency*).

NOTE: Offered prices include all costs that pertain to complete performance of services. Prices are fixed and cannot be changed.

Signature _____

Date: _____ 2018

Seal _____



BID PREPARATION COSTS

Pursuant to Article 88, paragraph 1 of the Law, the Bidder

Is submitting the total amount and structure of bid preparation costs, as it is shown in the following table:

TYPE OF COSTS	AMOUNT OF COSTS
TOTAL AMOUNT OF BID PREPARATION COSTS:	

Costs for preparation and submission of bid are borne exclusively by the bidder and cannot be reimbursed by Contracting authority.

Where public procurement procedure was cancelled due to reasons related to Contracting authority, it shall reimburse the expenses for producing sample or model to the bidder, if these were made in compliance with the technical specifications of contracting authority, and expenses for acquiring financial security instruments, provided that bidder requested reimbursement of these expenses in its bid.

Date: _____ 2018

Bidder

Seal



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

(Insert Bidder's name)

Hereby gives

STATEMENT ON INDEPENDENT BID

Under complete material and criminal liability I declare that the bid for Public procurement of services - "Professional training for aviation personnel for Falcon 50 aircraft", No. M-04/2018, is submitted independently, without arrangement with other bidders or interested parties.

Date: _____ 2018

Bidder

Seal _____



Pursuant to paragraph 2 Article 75 of the Law on Public Procurement ("Official Gazette of the Republic of Serbia", No.124/12, 14/15 and 68/15), in the name and for the account of the Bidder

(Insert Bidder's name)

I am hereby giving the following

S T A T E M E N T

Under complete material and criminal liability I declare that in the course of bid compilation for the Public procurement No. _____ 2018, we have observed current obligations under applicable regulations concerning safety at work, employment and working conditions, protection of environment and that we are not prohibited from performance of the specific activity, when submitting the bid.

Date: _____ 2018

S i g n a t u r e

Seal _____



MODEL CONTRACT

The Bidder must complete, seal by a stamp, sign and submit the Model Contract within his Bid

1. **REPUBLIC OF SERBIA – GOVERNMENT AVIO SERVICE**, with headquarters in Belgrade, Nemanjina 11, Official premises in Bulevar Mihaila Pupina 2, TIN number 104625603, registration number 07020171, current account number 840-1620-21, Budget of the Republic of Serbia; telephone 011/301 4211; fax 011/311 7529; represented by director Aneta Bulatovic (hereinafter referred to as: **Client**)

and

2. _____, with head office at _____, Street _____, TIN _____, Registration number _____, Account number _____ with business bank _____, telephone _____; fax _____; represented by director _____ (hereinafter referred to as: **Service provider**)

(in case of joint bid submission, i.e. bid with participation of subcontractors, all other members of joint bid, i.e. all subcontractors shall be indicated)

Are concluding

CONTRACT *On Public Procurement of Services*

Public procurement No.: **M – 04/2018**

Subject of Public procurement: **“Professional training for aviation personnel for Falcon 50 aircraft”**.

Invitation to submit bid is published on 14 May 2018 on the Public procurement portal and website www.aviosluzba.gov.rs. Invitation to submit bids shall be published on the Portal of the Official Gazettes of the Republic of Serbia, as well as in the regulations base.

Number and date of Decision on Contract award: _____ dated _____ 2018 (*do not fill out*)

The Bid of selected Bidder No, _____ dated _____ 2018 (*do not fill out*)



GENERAL PROVISIONS

Article 1

Government Avio Service as a Contracting authority has selected the Service provider in the open procedure for Public procurement no. M-04/2018, initiated by Decision No. 404-02-14/2018-05, dated 10 May 2018, as the most advantageous bidder for procurement of Service **“Professional training for aviation personnel for Falcon 50 aircraft”**.

SUBJECT OF CONTRACT

Article 2

Subject of contract is procurement of Professional training for aviation personnel for Falcon 50 aircraft and it is described in detail by the accepted bid of the Service Provider No. _____ dated _____ 2018, which is the integral part of this Contract.

The professional training as per Paragraph 1 of this Article comprises Pilot Initial Training for Falcon 50.

PRICE AND PARITY

Article 3

Contracting Parties agree that the unit prices for the performance of services set forth in Article 2 of this Contract are as follows:

Reg. No	Type of service	Price per 1 user	Number of users	Total price
1.	Pilot Initial Training - Falcon 50		2	
2.	ILS CAT II Initial training		2	
3.	Pilot Recurrent Course and Proficiency Check for <u>Falcon 50</u>		3	
4.	ILS CAT II Recurrent training		3	
Total 1+2+3+4				



Contracting parties agree that the unit prices from paragraph 1 of this Article are received in the Bid No. _____ dated _____ 2018 (*fill out*), and are expressed in RSD/USD (*circle*).

The agreed prices are fixed and cannot be changed.

Offered prices include all costs that pertain to complete performance of services.

Financial resources for the services which are the subject of this Contract are provided by the Law on Budget of the Republic of Serbia for year 2017 („Official Gazette of the Republic of Serbia, No. 99/16) – section 3, chapter 3.15 – Government Avio Service; Function 450 - Traffic; Economic classification 423 – Contracted Services, Sources for funding 01 – Income from budget. Program 2102 – Support to the activities of the Government; Program activity 0011-Flight operations

Services from this Public procurement are VAT free, according to the Article 24, paragraph 1, item 10 of the Law on Value Added Tax (“Official Gazette of the Republic of Serbia” No 84/04, 86/04-correction, 61/05, 61/07, 93/12, 108/13, 68/14 - other law, 142/14, 83/15, 108/16, 113/17 and 30/18).

Place of performance of services is _____

TERMS OF PAYMENT

Article 4

The Contracting Parties agree that the payment from this Contract is made in full amount and directly by the user undergoing the training before the commencement of the service of training.

FORCE MAJEURE

Article 5

Force majeure which can befall upon one or both Parties during the validity of this Contract implies unpredictable events that cannot be foreseen, or in the opposite case cannot be prevented (i.e. fire, war, natural disaster, strike etc.), whereas the events can happen after the conclusion of this Contract and completely or partially disable performance of obligations.

Force majeure which completely or partially prevents one of the Parties from performing its obligations under the contract can be accepted by other Party only if the Party is informed on the matters constituting force majeure in writing, within 7 (seven) days.

If either party is affected by force majeure it shall be obliged to use reasonable efforts and all means in order to remedy circumstances and mitigate the effects caused by force majeure and to maintain minimum of work process and completion of ordered services in the manner and within the deadlines foreseen by this Contract.

VALIDITY PERIOD

Article 6

The present Contract shall stay valid for a limited period of 1 (one) year or up to the consumption



of resources allocated for this purpose.

If one of the contracting parties fails to accomplish contractual obligations, the other party is entitled to breach the Contract in writing within 30 (thirty) days after giving a written notice of such a breach.

Any contractual obligation assumed until the breach of the Contract continues to be valid after the breach of the Contract.

TRANSITIONAL AND FINAL PROVISIONS

Article 7

Law on Contracts and Torts shall be governing law for any aspect not regulated by this Contract.

Article 8

Any disputes that may arise from or in connection with this Contract shall be settled by mutual consent; if this proves to be impossible the court with jurisdiction for dispute shall be Court in Belgrade.

Article 9

This Contract can be changed only by a written annex, signed by authorized Parties' representatives.

Article 10

This Contract has been executed in 6 (six) identical copies, 3 (three) for Service Provider and 3 (three) for Client.

For Service Provider

For Client

Aneta Bulatović



ANNEX 2

Joint Procurement Agreement

(it is submitted only if the bid is submitted by the group of bidders)

