



REPUBLIC OF SERBIA
GOVERNMENT AVIO SERVICE

TENDER DOCUMENTATION
FOR PUBLIC PROCUREMENT number O-04/2015

PUBLIC PROCUREMENT OF SERVICES
**“Professional training/refresher courses for
aviation personnel for Learjet 31A aircraft”**

Deadline for bid submission:	October 5, 2015 up to 12:00
Public opening:	October 5, 2015 at 12:30

Belgrade, September 2015

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Pursuant to Article 32 and Article 61 of the Law on Public Procurements (the Official Gazette of the Republic of Serbia, Nos. 124/2012, 14/15 and 68/15, hereinafter referred to as: the Law), Article 2 of the Rulebook on Compulsory Elements of Tender Documentation in Public Procurement Procedures and Method of Evidence of Fulfilment of Requirements (the Official Gazette of the Republic of Serbia, no. 29/2013), Decision on initiation of public procurement procedure, no. 404-02-28/2015-05 of 01 September 2015 and Decision on establishment of the Public Procurement Commission, no. 404-02-28/2015-05/1 dated 01 September 2015, Procurement number O-04/2015, the following

TENDER DOCUMENTATION
FOR PUBLIC PROCUREMENT number O-04/2015
Procurement of services
“Professional training/refresher courses for aviation personnel
for Learjet 31A aircraft” has been prepared

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I PUBLIC PROCUREMENT GENERAL DATA

Procuring Entity: Republic of Serbia, Government, **Government Avio Service**, New Belgrade, Boulevard Mihajla Pupina 2, TIN Number 104625603, Company registration number 07020171, webpage www.aviosluzba.gov.rs

Public procurement type: The subject public procurement is carried out in an open procedure, in accordance with Article 32 of Public Procurement Law (“Official Gazette of the Republic of Serbia”, Nos.124/12, 14/15 and 68/15) and by-laws governing public procurements.

Public procurement subject: Procurement of services.

Purpose of public procurement: Procedure is conducted for the conclusion of a contract on public procurement.

Contacts: Contact person is 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. O-01/2015 – “Professional training/refresher courses for aviation personnel for LearJet 31A aircraft” for needs of Government Avio Service, according to specification and 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.

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: Procuring Entity) conducts public procurement of service – “Professional training/refresher courses for aviation personnel for LearJet 31A aircraft”, in order to provide the authorizations for flight crew and maintenance personnel for LearJet 31A aircraft.

Government Avio Service fleet comprises LEARJET 31A aircraft and therefore, Government Avio Service is bound to regularly perform professional training/refresher courses for aviation personnel for that aircraft type. Furthermore, providing a high quality services to users, as well as creating conditions for exploitation of aircraft from Government Avio Service fleet decisively influence quantity and type of professional training/refresher courses for aviation personnel for LEARJET 31A aircraft.

Type and scope of training/refresher courses for aviation personnel are directly connected to the aircraft technical characteristics. Therefore, when defining the technical specification related to the subject Public procurement, the following technical specifications of LEARJET 31A aircraft must be stated:

LEAR JET 31A

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



Service - "Professional training/refresher courses for aviation personnel for LearJet 31A aircraft", theoretical and practical training should be completely performed in accordance with international standards and regulations governing this kind of services.

Place and date:

Bidder:
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/refresher courses for aviation personnel for LearJet 31A aircraft".

Mandatory conditions for participating in the procedure:

The bidder is obligated to submit the evidence that he meets mandatory conditions to participate in public procurement procedure according to Article 75 of the Law, i.e:

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 not been prohibited by a final court or administrative measure from performing the activity that is the subject of public procurement in the time of sending invitation for bid submission;
- 4) 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;
- 5) 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.

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 not been prohibited by a final court or administrative measure from performing the activity that is the subject of public procurement;
- 4) that he has paid due taxes and contributions arising from local public income;
- 5) 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.

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 not been prohibited from performing certain activities;
- 3) that he has paid due taxes and contributions arising from local public income;
- 4) that the bidder has valid approval for performance of the specific activity which is the subject of public procurement, issued by the competent authority.

INSTRUCTION HOW TO PROVE COMPLIANCE WITH CONDITIONS:

The bidder shall confirm compliance with mandatory conditions for participation in public procurement in accordance with the Law by submitting following evidences in addition to the bid:

LEGAL ENTITY:

- 1) Excerpt from Business Register Agency, or the excerpt from the competent Commercial court register; for foreign bidders - 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) Certificate of the Commercial Court or Magistrate Court, proving that the bidder has not been prohibited by a final court or administrative measure from performing his activity; for foreign bidders - excerpt from the competent authority register of the state of its head office.
- 4) 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;
- 5) The approval (certificate) of the competent authority for the performance of the specific activities which are the subject of particular public procurement.

Evidence from 2), 3) and 4) 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) Certificate of the Magistrate Court, proving that the bidder has not been prohibited from performing activity or certificate of Business Register Agency, proving that with this body is not registered that the bidder has been prohibited by administrative measure from performing activity;
- 4) 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;



5) The approval (certificate) of the competent authority for the performance of the specific activities which are the subject of particular public procurement.

**Evidence from 2), 3) and 4) cannot be older than two months at the time of bid opening.
Evidence from 3) must be issued upon announcement of the invitation to submit bids, i.e. after sending the invitation to submit bids.**

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) Certificate of the Magistrate Court proving that the bidder has not been prohibited from performing his activity;
- 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) The approval (certificate) of the competent authority for the performance of the specific activities which are the subject of particular public procurement.

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

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.

Conditions which must be fulfilled by each subcontractor or bidders' group member: Each subcontractor must comply with mandatory conditions set forth in Article 75, paragraph 1, item 1) to 4) of the Law, by submitting the evidences stated in this section.
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 procuring entity 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.

Bidder is obligated to inform Procuring entity, in writing and without delay, of any change concerning fulfillment of requirements for participation in public procurement procedure, which occurs before the decision is made or the contract awarded or concluded, during the public procurement contract validity period, and shall document such change in the prescribed manner.

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

Related with this condition, the Bidder submits the Statement 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 Procuring Entity 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 fails to submit the original or certified copy of the mandatory evidence within the period which cannot be shorter than five days, such bid shall be rejected as faulty.

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, Procuring Entity can make sure 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 criminal 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 Procuring entity shall allow the Bidder to submit the mandatory evidence subsequently within appropriate timeframe.



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

The Bidder is not responsible 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

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

The procurement procedure shall be executed in Serbian language.

In case of foreign bidder participation in the procedure, the bid can be entirely submitted in English language, i.e. all forms contained in the bid along with the evidences which are submitted with the bid can be submitted in English language.

2. BID SUBMISSION

The bid is submitted in writing to the address of Procuring Entity – 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 placed: **Bid for Public Procurement No. O - 04/2015 – Procurement of services – “Professional training/refresher courses for aviation personnel for LearJet 31A aircraft” – and the label “BID - DO NOT OPEN”**. At the reverse side of the envelope must be indicated the name, address, contact person and telephone number of the Bidder.

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.

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

Bids are submitted within 30 days from the date of announcement of invitation for bid submission and tender documentation on the Public Procurement Portal. 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.

When receiving bid, Procuring entity 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, Procuring entity 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 Procuring entity within date and hour specified in the invitation to bid shall be considered as untimely bid.

Procuring entity 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 obligated 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 procuring entity and the bidder, the subcontractor shall be named in the contract.

A bidder is obliged to, upon the procuring entity 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 procuring entity 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 procuring entity 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.

Procuring entity 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 procuring entity 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 procuring entity.

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 PROCURING ENTITY 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 obligated 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.



The bidder is obligated 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 procuring entity 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 Procuring entity, 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 Procuring entity;
- 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 procuring entity 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 Procuring entity.

THE BID MUST CONTAIN THE FOLLOWING DOCUMENTS:

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 – **ANNEX 1**.
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 – **ANNEX 2.**

3. Certificate of the Commercial Court or Magistrate Court, proving that the bidder has not been prohibited from performing his activity or Certificate of the Business Registers Agency that it was not registered by this administrative body that the bidder was prohibited from performing his activity; for foreign bidders - excerpt from the competent authority register of the state of its head office – **ANNEX 3.**

4. Approval of the competent tax authority – the Ministry of Finance and Economy that the bidder has settled all due taxes and other 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 – **ANNEX 4.**

5. Approval (certificate) of the competent authority for the performance of the specific activities which are the subject of particular public procurement – **ANNEX 5.**

6. Joint Procurement Agreement (it is submitted only if the bid is submitted by the group of bidders) – **ANNEX 6.**

7. Form No. 1 - Bid form; completed, signed and certified by a seal

8. Form No. 2 - Price breakdown form; completed, signed and certified by a seal

9. Form No. 3 - Statement of Compliance with conditions from Article 75, paragraph 2 of the Law; completed, signed and certified by a seal

10. Form No. 4 - Bid preparation costs; completed, signed and certified by a seal

11. Form No. 5 - Statement of the independent bid; completed, signed and certified by a seal

12. Form No. 6 - Contract model; completed, signed and certified by a seal

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 CHANGE, AMENDMENT 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/refresher courses for aviation personnel for LearJet 31A aircraft” PP No. O - 04/2015 – “ DO NOT OPEN” or

“Amendment to the bid for the public procurement of service - “Professional training/refresher courses for aviation personnel for LearJet 31A aircraft” PP No. O - 04/2015 – “ DO NOT OPEN” or

“Withdrawal of the bid for the public procurement of service - “Professional training/refresher courses for aviation personnel for LearJet 31A aircraft” PP No. O - 04/2015 – “ DO NOT OPEN” or

“Change and amendment to the bid for the public procurement of service - “Professional training/refresher courses for aviation personnel for LearJet 31A aircraft” PP No. O - 04/2015 – “ 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 procuring entity 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 Procuring Entity shall make full payment as per pro-forma invoice, within 20 (twenty) days from the date of receipt of the pro-forma invoice, signed by the Procuring Entity’s authorized representative, by transfer to the current account number and in the currency stated in the invoice. The direct payment made by the user undergoing the training/refresher course is also allowed, before the commencement of the service of training/refresher course.

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

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 Procuring entity to doubt whether public procurement will be completed, the Procuring entity 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, point 10) of the Law on Value added tax ("Official Gazette of the Republic of Serbia", No.84/04, 86/04-correction, 61/05 and 61/07).

13) PROTECTION OF PROCURING ENTITY'S DATA CONFIDENTIALITY

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

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 Procuring Entity, 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.

Procuring Entity 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/refresher courses for aviation personnel for LearJet 31A aircraft"**", PP No. O - 04/2015.



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

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

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

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

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

18) NEGATIVE REFERENCES

The Procuring Entity may reject a bid if it possesses evidence that, in the course of the previous three years before the announcement of the invitation to submit bid in the public procurement procedure, the bidder has:

- 1) acted contrary to prohibition under Article 23 and 25 of the Law;
- 2) violated competition;
- 3) submitted false information in a 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.

The Procuring Entity may 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 a period of previous three years.

Such evidence from para. 1 and 2 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 a public procurement procedure or contractual obligations;
 - 3) document on the unpaid contractual penalty;
 - 4) complaint from consumers, or users if 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 execute 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 a public procurement contract as subcontractors or members of the group of bidders.
 - 8) other appropriate evidence relevant to the subject of procurement, which is defined in the tender documents and refers to fulfillment of obligations in earlier public procurement procedures or in other previously awarded public procurement contracts.
- The Procuring Entity may reject the bid if it possesses evidence under Article 82, paragraph 3, item 1) which refers to procedure executed or contract awarded by another Procuring Entity, where it refers to the same type of public procurement subject.

19) THE TYPE OF CRITERIA FOR AWARDING THE CONTRACT, THE ELEMENTS OF THE CRITERIA FOR AWARDING THE CONTRACT AND THE METHODOLOGY FOR PONDERING EACH ELEMENT OF THE CRITERIA

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 PROCURING ENTITY 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 (2014) have realized higher operating income, in which case the bidder shall be bound to submit subsequently, upon Procuring entity’s request, a Solvency report for 2014 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 2014, with the opinion of authorized auditor or other documents to prove operating income realized in previous year (2014).

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 he shall guaranty that he is the holder of intellectual property rights.

22) REQUEST FOR PROTECTION OF RIGHTS

The request for protection of rights may be filed by the bidder, i.e. each interested person or the business association on their behalf.



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

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

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

A copy of the request for protection of rights is submitted to the Republic Commission and it is delivered to the Procuring entity directly or by registered mail with the redelivery note.

A copy of the request for protection of rights is simultaneously submitted to the Republic Commission.

While filing request for protection of rights before/after bid opening procedure, the claimant is obliged to pay a tax in the amount of 120.000,00 dinars on the current account no. 840-742221843-57, payment code: 253, reference number 9750-016, purpose: Republic Taxes, beneficiary: Budget of the Republic of Serbia and to submit an evidence of business entity (bank or post office) that the payment of tax was made.

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 **(O- 04/2015)** 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

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

If Procuring entity fails to submit signed contract to the bidder timely, pursuant to 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, Procuring entity may conclude the contract with the next most advantageous bidder.

24. AMENDMENTS DURING CONTRACT EXECUTION

Upon the contract award, pursuant to Article 115, Procuring Entity may allow change of price of hired training equipment due to technical equipment failure and impossibility to perform the service.

25. CONTROL OF CONTRACT EXECUTION

Person responsible for control and fulfillment of contractual obligations is Jovanka Perušinić, phone no.: 011/2289-840.



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. O - 04/2015 – Procurement of service “Professional training/refresher courses for aviation personnel for LearJet 31A 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 _____ 2015

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)

Unit price of services:

No.	Type of service	Price of service per one user	Price of service per three users
	Pilot refresher training on LearJet 31A: 2 days ground course 2 days SIM (4hours) 1 day SIM OPC/LPC (2hours)		

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



Manner of payment: The Procuring Entity shall make full payment as per pro-forma invoice, within 20 (twenty) days from the date of receipt of the pro-forma invoice, signed by the Procuring Entity's authorized representative, by transfer to the current account number and in the currency stated in the pro-forma invoice.

The direct payment made by the user undergoing the training/refresher course is also allowed, before the commencement of the service of training/refresher course.

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

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

In order to perform the procurement, we are hiring _____ (_____) subcontractor.
(insert number of subcontractors in letters).

Place and date:

Bidder:
Seal and signature



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		

Date: _____ 2015

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: _____ 2015

Signature

Seal _____



DATA ON LEADING GROUP MEMBER

Busines 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		

Date: _____ 2015

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		

NOTE: This form shall be copied if the bid is submitted by several group members.

Date: _____ 2015

Signature

Seal _____



PRICE BREAKDOWN FORM

Reg. No	Type of service	Price of service per one user	Total price for one user
1.	- 2 days ground course - 2 days SIM (4hours) - 1 day SIM OPC/LPC (2hours)	_____ _____ _____	_____

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

Services which are subject of the particular public procurement are VAT free, according to the Article 24, paragraph 1, item 17 of the Law on Value Added Tax ("Official Gazette of the Republic of Serbia" No 84/04, 86/04-correction, 61/05 and 61/07).

Place and date:

Bidder:
Seal and signature



Form 3

Pursuant to Article 75, paragraph 2 of the Law on Public Procurement (“Official Gazette of the Republic of Serbia”, No.124/12), in the name and on behalf of the Bidder

I hereby give the following

STATEMENT

Under complete financial and criminal liability that in the course of compilation of bid No. _____ dated _____ 2015, we have observed current obligations under applicable regulations concerning safety at work, employment and working conditions, protection of environment.

Date: _____ 2015

Signature

Seal

NOTE: The Statement is submitted (signed and sealed) by the bidder if he is participation individually and by each subcontractor and group member separately.



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 in RSD
TOTAL AMOUNT OF BID PREPARATION COSTS:	

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

Where public procurement procedure was cancelled due to reasons related to Procuring entity, 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: _____ 2015

Bidder

Seal



Form 5

Pursuant to Article 26 of the Law on Public Procurement (“Official Gazette of the Republic of Serbia”, No.124/12), the Bidder

Hereby gives

STATEMENT ON INDEPENDENT BID

Under complete financial and criminal liability I declare that the bid for Public procurement of services - “Professional training/refreshers courses for aviation personnel for LearJet 31A aircraft”, No. O-04/2015, is submitted independently, without arrangement with other bidders or interested parties.

Date: _____ 2015

Bidder

Seal _____

NOTE: The Statement is submitted (signed and sealed) by the bidder if he is participation individually and by each subcontractor and group member separately.



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**, Belgrade, 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: **Procuring Entity**)

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.: **O - 04/2015**

Subject of Public procurement: "Professional training/refresher courses for aviation personnel for LearJet 31A aircraft".

Invitation to submit bid is published on 03 September 2015 on the Public procurement portal and website www.aviosluzba.gov.rs

Number and date of Decision on Contract award: _____ dated _____ 2015 (*do not fill out*)

The Bid of selected Bidder No, _____ dated _____ 2015 (*do not fill out*)



GENERAL PROVISIONS

Article 1

Government Avio Service as a Procuring Entity has selected the Service provider in the open procedure for Public procurement no. O-04/2015, initiated by Decision No. 404-02-1/2015-01 dated January 08, 2015, as the most advantageous bidder for procurement of Service "Professional training/refresher courses for aviation personnel for LearJet 31A aircraft".

SUBJECT OF CONTRACT

Article 2

Subject of contract is procurement of professional training/refresher courses for flight crews for LearJet 31A aircraft and it is described in detail by the accepted bid of the Service Provider No. _____ dated _____ 2015, which is the integral part of this Contract, as follows:

Services from paragraph 1 of this Article are:

- 2 days ground course
- 2 days SIM (4 hours)
- 1 day SIM OPC/LPC (2 hours)

PRICE

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.	Pilot refresher training on LearJet 31A:	Price of service per one user
1.	<ul style="list-style-type: none">- 2 days ground course- 2 days SIM (4 hours)- 1 day SIM OPC/LPC (2 hours)	<hr/> <hr/> <hr/>

Contracting parties agree that the unit prices from paragraph 1 of this Article are received in the Bid No. _____ dated _____ 2015 (*fill out*), and are expressed in RSD/USD (*circle*).



Contracting parties agree that the total price of services of pilot refresher training on LearJet 31A per one user is _____ RSD / USD (*circle*).

Contracting parties agree that the total price of services of pilot refresher training on LearJet 31A for three users is _____ 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 2015 („Official Gazette of the Republic of Serbia, No. 142/14).

Services from paragraph 1 of this Contract are VAT free, according to the Article 24, paragraph 1, item 17 of the Law on Value Added Tax (“Official Gazette of the Republic of Serbia” No 84/04, 86/04-correction, 61/05 and 61/07).

TERMS OF PAYMENT

Article 4

The Contracting Parties agree that the payment from this Contract is made in full amount as per pro-forma invoice, within 20 (twenty) days from the date of receipt of the pro-forma invoice, signed by the Procuring Entity’s authorized representative, by transfer to the current account number and in the currency stated in the invoice.

The direct payment made by the user undergoing the training/refresher course is also allowed, before the commencement of the service of training/refresher course.

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

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 is concluded for a limited period of time and shall be valid until the completion of the service from Article 2 of this contract.



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

Any contractual obligation until the break of the Contract continue to be valid after the breach of the Contract.

TRANSITIONAL AND FINAL PROVISIONS

Article 7

Contracting Parties agree that Contract could be changed in term of price of hired training equipment in case of technical equipment failure and impossibility to perform the service.

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

Article 8

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

Article 9

Any disputes that may arise in connection with this Contract shall be settled by mutual consent; if this proves to be impossible, dispute shall be dealt with by the Commercial Court in Belgrade.

Article 10

This Contract has been executed in 6 (six) identical copies, 3 (three) per each Contracting Party.

For Service Provider

Director

For Procuring Entity
GOVERNMENT AVIO SERVICE
Director



ANNEX 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



ANNEX 2

Excerpt from penalty record, or the Certificate of the competent court and police department 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



ANNEX 3

Certificate of the Commercial Court or Magistrate Court, proving that the bidder has not been prohibited from performing his activity or Certificate of the Business Registers Agency that it was not registered by this administrative body that the bidder was prohibited from performing his activity;
for foreign bidders - excerpt from the competent authority register of the state of its head office



ANNEX 4

Approval of the competent tax authority 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



ANNEX 5

Approval (Certificate)
of the competent authority for the performance of the specific
activities which are the subject of particular public procurement



ANNEX 6

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

