

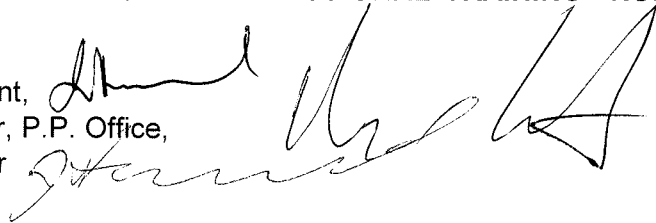
**TENDER DOSSIER  
OF THE LOW-VALUE PUBLIC PROCUREMENT  
"VARIOUS UNEQUAL PROFESSIONAL TRAINING" NUMBER 95/13**

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**MEMEBERS OF THE COMMITTEE AGREED TO TENDER DOSSIER OF THE LOW-VALUE PUBLIC PROCUREMENT "VARIOUS UNEQUAL PROFESSIONAL TRAINING" NUMBER 95/13**

- Dragomir Nikolić, President,
- Milorad Kosanović, Member, P.P. Office,
- Jovan Tanasilović, Member



**SECURITY DEPARTMENT DIRECTOR**



Vladimir Mičić



# 1. GENERAL PROCUREMENT INFORMATION

INFORMATION ON THE PURCHASER:	
<b>Name of Purchaser:</b>	Joint-Stock Company Belgrade Nikola Tesla Airport
<b>Address:</b>	11180 Belgrade 59
<b>Address (city and municipality):</b>	Belgrade, Surčin
<b>Registration number:</b>	07036540
<b>TIN number:</b>	100000539
<b>Activity code of the Purchaser</b>	5223
<b>Internet address of the Purchaser</b>	<a href="http://www.beg.aero">www.beg.aero</a>
<b>Director or a person authorized to sign the Agreement on Public Procurement:</b>	Velimir Radosavljević
<b>Contact person:</b>	Dragomir Nikolić
<b>Telephone number of the contact person:</b>	+381 11 209 4793
<b>Fax number of the contact person:</b>	/
<b>e-mail of the contact person</b>	<a href="mailto:dragomir.nikolic@beg.aero">dragomir.nikolic@beg.aero</a>
GENERAL PUBLIC PROCUREMENT INFORMATION	
<b>The subject of procurement services</b>	"VARIOUS UNEQUAL PROFESSIONAL TRAINING"
<b>Public procurement number</b>	95/13
<b>The type of public proc. procedure</b>	LOW-VALUE PUBLIC PROCUREMENT

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## 2. SUBJECT OF PUBLIC PROCUREMENT DATA

Description of the subject of public procurement:

### **VARIOUS UNEQUAL PROFESSIONAL TRAINING:**

Training of security operators for X-ray screening of hold baggage on system for automatic explosive detection (EDS Smiths Detection), with a license to operate on a system for automatic explosive detection (EDS) Smiths Detection.

The training consists of training on computers (STI) and training on the EDS equipment.

Training for the EDS equipment includes the TIP system included with the type of library that contains a minimum of 6000 images.

Name and designation of the general acquisition vocabulary:

50413200 – Professional training services

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A smaller mark below it.  
A 'W' mark at the bottom right.

### 3. TYPE, TECHNICAL CHARACTERISTICS (SPECIFICATIONS), QUALITY AND DESCRIPTION OF THE SUBJECT OF PUBLIC PROCUREMENT

In accordance with the requirements and recommendations of the manufacturer, the technical and safety instructions for work, and to ensure proper use of the equipment manufacturer "Smiths Heimann GmbH", Wiesbaden, Germany, the right to work in an integrated automatic EDS (systems for automatic detection of explosives) have only persons who have undergone training and are qualified to work with Automatic X-ray devices and integrated systems for the control of a separate luggage Smiths Heimann, and persons familiar with the safety instructions regarding the use of the subject EDS equipment (integrated models EDtS, EDX-2is).

Training of operators involves theoretical and practical training for a total of 30 operators, including CBT (computer based training).

Training will be held at the ANT, for a period of not more than two days, and must include the following topics required for the smooth operation of the new X-ray operator, in order to ensure proper understanding of the system and use of the Smiths Heimann equipment, in accordance with the requirements and recommendations of the manufacturer:

- The differences between conventional imaging devices for the control of hand luggage and automated imaging devices for the control of a separate luggage
- The differences in the work of operators on conventional x-ray units for the control of hand luggage and operators work on an automatic X-ray devices for the control of a separate luggage
- Description and demands of integrated EDS system with tape system (EDS - BHS)
- MultiLevel X-ray concept for the control of a separate luggage
- The work and role of the operator in MultiLevel integrated EDS system - Level 1,2,3
- The work of operators - MultiView Analytical station (Level 2) - control functions, using a X-ray image evaluation in decision-making time
- Work of the operators - TIP system at EDS - differences to HI TIP Plus system for monitoring and evaluation of operator on conventional x-ray devices for control of hand luggage
- HI MAT, MultiEnergetic X-ray image display method
- Sources of radiation - the operator's work in MultiLevel integrated EDS system, the radiation, safety, safety precautions, limitations, recommendations regarding safety at work with EDS systems

The total value of the offer for one operator: \_\_\_\_\_ RSD / EUR  
excluding VAT.

The total value of the offer for 30 operators: \_\_\_\_\_ RSD / EUR  
excluding VAT.

\_\_\_\_\_  
Name of the Tenderer,  
authorized person  
signature and s



**Note:**

Having held the training, performed by qualified personnel, which must be certified by the equipment manufacturer "Smiths Heimann", trainees after passing the test in CBT STI, the service provider is required to issue an appropriate certificate (which proves that the operator is capable of operating at EDS devices, issued by the Smiths Heimann authorized training centre. If trainees do not pass the test, the bidder is required to organize the re-laying at his own expense.

Tenderer is required to submit either the offer, plan of the training that will be carried out.

All expenses related to the hiring qualified personnel (travel expenses, lodging, per diem, etc.). Bears the selected bidder.

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**Name of the Tenderer,  
authorized person  
signature and s**



**4. CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE FROM ART. 75 AND ART. 76 OF THE PUBLIC PROCUREMENT LAW AND INSTRUCTIONS HOW TO PROVE THEIR FULFILMENT**

**4.1. CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE FROM ART. 75 AND ART. 76 OF THE PUBLIC PROCUREMENT LAW FOR TENDERERS**

<b>MANDATORY CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE FROM ART. 75, PARAGRAPH 1 OF THE PUBLIC PROCUREMENT LAW</b>	
<b>The Tenderer in the public procurement procedure has to prove that he fulfils stated mandatory conditions for participation in the subject public procurement procedure</b>	<b>Evidence of eligibility.</b>
1. Tenderer has to be registered with the competent authority, i.e. entered in the relevant register.	The fulfilment of the conditions referred to in points 1 up to 4 Bidder proved by submitting a declaration made under penalty of perjury, whose content is provided in Section 4.2 of this form.
2. Tenderer and Tenderer's legal representative may not be convicted of any of the offenses as a member of an organized criminal group, cannot be convicted of crimes against the economy, crimes against the environment, the offense of receiving or giving bribes, the crime of fraud.	
3. The Tenderer must fulfil the condition that he has not been rendered any final judicial or administrative measure prohibiting it to carry out the activities being subject of the public procurement, being in force at the time of announcement, i.e. submission of the invitation to tender.	
4. The Tenderer must fulfil the condition that he has settled his legal obligations in respect of tax, contribution and other public duties payment, as prescribed by regulations of the Republic of Serbia or foreign country when Tenderer's head office is on its territory.	
<b>ADDITIONAL CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE FROM ART. 76 OF THE PUBLIC PROCUREMENT LAW</b>	
5. The Tenderer must have sufficient business capacity available.  Under the necessary business capacity Purchaser assumes that that the Tenderer has at least one working person engaged with the professional exam training for equipment operators KDK Smiths Heimann, who will be responsible for contract execution and quality control of the services provided.	Tenderer proves fulfilment of the requirements of point 5 evidenced by submitting statements, given under penalty of perjury, which contents given in Section 4.2 of this form.

**Note: The Purchaser reserves the right to verify the accuracy of the information in the table above.**

*JM*  
*JK*

**4.2 CONTENT OF A STATEMENT ON FULFILLMENT OF CONDITIONS FOR PARTICIPATION IN PUBLIC PROCUREMENT IN CASE OF AN INDEPENDENT BID AND BID WITH A SUBCONTRACTOR**

**STATEMENT OF THE TENDERER:**

Pursuant to Article 77 Paragraph 4 of the Public Procurement Law ("Official Gazette of the Republic of Serbia", no. 124/12) under full moral, material and criminal responsibility I declare that \_\_\_\_\_

\_\_\_\_\_  
(Name of the Tenderer)

meets the requirements to participate in Public Procurement procedure **"VARIOUS UNEQUAL PROFESSIONAL TRAINING" no. SVPP. 95-13.** And with mandatory requirements of Article 75 (Sections 1 to 4) of the Public Procurement Law and additional terms of Article 76 of the Public Procurement Law, stated in Template 4.1. of the Tender Dossier.

Place and Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Name of the Tenderer,  
authorized person  
signature and s**

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**4.3 CONTENT OF A STATEMENT ON FULFILLMENT OF CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE IN CASE OF A JIONT BID**

**STATEMENT ON FULFULLMENT OF CONDITIONS FOR TENDERESR FROM A TENDERERS GROUP:**

Under Article 77. Paragraph 4. Low on Public Procurement ("Official Gazette of Republic of Serbia" no. 124/12) under full moral, material and criminal responsibility I claim that each of the Tenderers from the Tenderers Group:

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(Name all of the member form the Tenderers Group)  
meets the requirements of Article 75 (Sections 1 to 4) of the Public Procurement Law, specified in Template 4.1 of the Tender Dossier, to participate in the low-value public procurement procedure **"VARIOUS UNEQUAL PROFESSIONAL TRAINING" No.95-13**

Note: In the case of a joint offer statement filed-signed by an authorized member of the consortium of bidders from all bidders from group.

**Place and date:** \_\_\_\_\_

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**Name of the Member of the Tenderers,  
Sing of authorised person and  
seal**

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**4.4. CONTENT OF A STATEMENT ON FULFILLMENT OF CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE FOR SUBCONTRACTOR**

**STATEMENT OF THE SUBCONTRACTOR:**

Pursuant to Article 77 Paragraph 4 of the Public Procurement Law ("Official Gazette of the Republic of Serbia", no.124/12) under full moral, material and criminal responsibility I declare that the \_\_\_\_\_

(Name of the subcontractor)

meets the requirements of Article 75 (Sections 1 to 4) of the Public Procurement Law, specified in Template 4.1 of the Tender Dossier, to participate in the low-value public procurement procedure "**VARIOUS UNEQUAL PROFESSIONAL TRAINING**" No.95-13

Place and date: \_\_\_\_\_

\_\_\_\_\_

Subcontractor Name,  
signature of authorized  
person and seal

Form copied in sufficient copies for all subcontractors.



#### 4.5. TERMS OF ARTICLE 75 PARAGRAPH 2 LAW ON PUBLIC PROCUREMENT

The Tenderer shall, in preparing his tender, explicitly state that he adhered to obligations under the applicable regulations on safety at work, employment and working conditions, environmental protection, and to guarantee that he is the holder of intellectual property rights. The fulfilment of these conditions tenderer proves with the following statement.

#### STATEMENT OF THE TENDERER:

Pursuant to Article 75 Paragraph 2 of the Public Procurement Law (" Official Gazette of the Republic of Serbia" No. 124/12) under full moral and legal responsibility I declare that the Tenderer \_\_\_\_\_

\_\_\_\_\_ ( state tenderer's name or names of all Tenderers from the group of Tenderers), in the preparation of tender for participation in the public procurement **"VARIOUS UNEQUAL PROFESSIONAL TRAINING" no 95/13** , has complied with the applicable regulations on the safety at work, employment and working conditions, the environment, and that the Tenderer guarantees that he is the holder of intellectual property rights.

Place and date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
**Name of the Tenderer or  
an authorized member of  
the group, authorized  
person signature and  
seal**  
\_\_\_\_\_



#### 4.6. INSTRUCTIONS ON HOW TO PROVE FULFILMENT OF CONDITIONS

**If the tenderer submits the bid independently**, whether the conditions of Article 75 Law on Public Procurement, which are described in points 1) to 4) of the form 4.1., A bidder proved by submitting a declaration made under penalty of perjury. A content of the Statement of bidders is given in Section 4.2. of the tender documents.

The fulfilment of additional requirements for participation in Article 76 Law on Public Procurement, which are described in Section 5) Form 4.1 tenderer proved by submitting a declaration made under penalty of perjury. A content of the Statement of tenderers is given in Section 4.2.of the tender documents.

**If a group of Tenderers to submit offers (joint bid)**, each of the tenderers of the group must meet the requirements for participation in the procurement procedure under Article 75 Paragraph 1 points 1) to 4) of the Law on Public Procurement (" Official Gazette of the Republic of Serbia " 124/ 12), as described in items 1) to 4) of Form 4.1. Tender Dossier. Compliance with the terms of Article 75 Law on Public Procurement, which are described in points 1) to 4) of the form 4.1. Bidder proved by submitting a declaration made under penalty of perjury. Contents of the Statement of bidders are given in section 4.3. The tender documents. Signatories of the statement of Form 4.3. Tender documents are an authorized member of the consortium of bidders.

The fulfilment of the additional requirements of Article 76 Law on Public Procurement is described in Section 5) of Form 4.1. Tender documentation from the group meet together delivering statements made under penalty of perjury. A content of the Statement of tenderers is given in section 4.3.of the tender documents.

**In the case offers a subcontractor**, compliance with the requirements for bidders, under Article 75 Law on Public Procurement, which are described in points 1) to 4) of the form 4.1. Tenderer proved by submitting a declaration made under penalty of perjury. A content of the Statement of tenderers is given in Section 4.2. the tender documents. Subcontractor proves compliance with the requirements by submitting the statements referred to in Section 4.4. the bidding documents.

**For the terms of Article 75 Paragraph 2 Law on Public Procurement**, the tenderer or an authorized member of the group (in case of joint bids) shall, with the bid, submit a completed and signed declaration from point 4.5 of this form.

## 5. INSTRUCTIONS TO TENDERES

### LANGUAGE

- 5.1. Thi bid must be made in the Serbian or English language .

### TENDER CONTENT

Bids shall be submitted in writing and must contain the following elements:

- Properly filled , stamped and signed Tender Form (Form 6 ) ;
- Properly filled , stamped and signed Form 3 Bidding documents ;
- filled in, stamped and signed / e on meeting the requirements of Article 75 Paragraph 1 Law on Public Procurement , as follows:
  - I. In the case of an independent approach: Statement Section 4.2. ;
  - II. In the case of joint bids: Statement section 4.3. ;
  - III. In the case of a bid, with: Statement Section 4.2. And Statement by item 4.4.
    - Filled in, stamped and signed statement from Section 4.5. on meeting the requirements of Article 75 Paragraph 2 Law on Public Procurement;
    - Completed , signed and notarized model of public procurement contracts (Form 7);
    - Duly completed, stamped and signed statement of independent releases (Form 8).
    -

**If the bid does not contain all of these elements, it will be rejected as inadmissible.**

### TENDER FORM

- 5.3. Bids shall be submitted in writing.

The offer shall be made by the bidder in the required information in forms that are an integral part of the Bidding Documents.

it is preferred that all documents in the bid be connected so that they can subsequently inserted , removed or replaced individual sheets or enclosures .

The bidder shall submit his bid in a sealed envelope.

Bid Form (Form 6) should be filled in accordance with these sections, so that in the attached form input elements for the evaluation of bids.

Bids must contain the words entered between the lines, deleted the word or words written over another word, except when it is necessary to correct the errors that the Bidder has made. In this case such corrections shall be authenticated by the tenderer otherwise offer will be rejected as inadmissible.

### TENDER WITH VARIETES

- 5.4. Tenders with varieties are not allowed.

### SUBMISSION OF TENDER

- 5.5. The Tenderer shall submit his tender directly in the archive of the Purchaser or by mail at the address of the Purchaser. The tenderer shall submit his tender in a sealed envelope, sealed in a way that during opening session it can be established with certainty that it is being opened for the first time.

The tenderer may submit only one tender.

Within the term for submitting of tenders, the tenderer may alter, amend or withdraw its tender. In this case, the tenderer will amendment, supplement or revocation of his tender submit in a sealed envelope with a note on the envelope that it is the amendment or revocation of tender. In case of amendment or supplement to the tender envelope must indicate the tenderer's name and the words "Amendment or supplement to the tender-DO NOT OPEN".

In case of cancellation of tender envelope must indicate the tenderer's name and the words "Cancellation of Tender – DO NOT OPEN".

#### **AMENDMENT OF TENDER DOSSIER**

- 5.6. The Purchaser reserves the right prior to the deadline for submission of bids, or within the period defined by the Public Procurement Law, to make amendment and supplement of tender dossier.

Any amendment or supplement to the tender dossier will be published in the Public Procurement Portal of the Public Procurement Administration, [www.portal.ujn.gov](http://www.portal.ujn.gov). and the Internet address of the Purchaser [www.beg.aero](http://www.beg.aero).

If the Purchaser amends or supplement tender dossier eight or fewer days before the deadline for submission of tenders, the Purchaser shall extend the deadline for submission of tenders and all tenderers will be notified of accordingly.

#### **TENDER WITH SUBCONTRACTOR**

- 5.7. In case the Tenderer acts with subcontractor he is obliged to indicate in the tender that he will part of execution of the public procurement delegate to subcontractor, the percentage of the total value of procurement which will be delegated to the subcontractor as well as the part of subject procurement which will be executed through the subcontractor.

- The percentage of the total value of procurement to be delegated to subcontractor/ subcontractor may not be higher than 50%;
- The Tenderer is obliged to submit for subcontractors evidences on fulfilment of requirements requested the instructions how to prove eligibility;
- The Tenderer shall on request of the Purchaser, enable him access with the subcontractor to establish his fulfilment of the requirements.
- The Purchaser may, at the request of the subcontractor and where the nature of the subject of procurement allows, transfer due receivables directly to subcontractor for the part of procurement to be executed through the subcontractor. Before making a decision on the transfer of due receivables directly to subcontractor the Purchaser will allow the Supplier to object within 5 days after receiving the Purchaser's invitation if receivables are not matured. This does not affect the rule that the Tenderer i.e. Supplier is fully responsible to the Purchaser for the fulfilment of obligations under the public procurement procedure that is for execution of contractual obligations, regardless of the number of subcontractors.

#### **SUBMISSION OF JOINT TENDER**

5.8. In the case of a joint tender, an integral part of a joint tender must be agreement in which the tenderers from the group of tenderers among themselves and towards the Purchaser undertake to execute subject public procurement, which shall contain the following information:

- Member of the group who will be the holder of the job, i.e. submit the tender and represent the group before the Purchaser (authorized member);
- The tenderer who will on behalf of the group sign the contract;
- The tenderer who will on behalf of the group provide security instrument;
- The tenderer who will issue the invoice;
- The account to which the payment shall be made;
- Obligations of each of the Tenderer from the group of tenderers.

#### **PAYMENT**

5.9. The Purchaser shall make payment within at least **15 days** from the date of invoice verification for quality and timely services provided-for the previous month. The bidder shall submit a report to the invoice of the provided service for the specified month, which will be verified by the Purchaser. If a bidder offers a shorter payment term of 15 days, such offer shall be rejected as unacceptable.

#### **VALIDITY PERIOD**

Bids must be valid at least 60 days after the bid opening, and if the period of bid validity is shorter, the Contracting Authority will reject such an offer as unacceptable.

#### **DEADLINE FOR THE EXECUTION**

The deadline for the execution of the service is a maximum of 30 days from the date of the written or oral order (specify days). If a bidder offers a longer term for the service of 30 days, such offer shall be rejected as inadmissible.

Note: The bidder shall for the purposes of providing services in the restricted area of the complex AD Belgrade Nikola Tesla Airport provide , at its own expense , permission to move and stay at the border for their employees that will do the job . Permits issued by the Serbian Ministry of Interior, Border Police Station " " Belgrade Nikola Tesla Airport in Belgrade. Employer bears the damage caused by the refusal of the Ministry of Interior and the particular employee selected bidder to issue or extends a license. In case the bidder is not able to obtain the necessary permits to move and stay at the border crossing at Airport Nikola Tesla, for its employees, previously concluded contract will be terminated at the expense of the selected bidder.

#### **PRICE**

The tenderer shall show the total bid amount in RSD / EUR.

- Prices listed are offered free of value added tax;
- The prices quoted in the offer are fixed during the execution of the Agreement and can not be increased.

#### **CONFIDENTIALITY OF DATA AND DOCUMENTATION**

5.10. Data which the Tenderer justifiably marks as confidential will solely be used for realization purpose and will not be available to anybody outside the circle of persons involved in the public procurement procedure. These data shall not be published during tender opening nor during continuation of the procedure or later.

As confidential, the Tenderer may mark the documents containing personal information, which are not in possession of any public registry nor available in any

other way, as well as business data which are marked confidential by regulation or internal acts.

As confidential the Purchaser shall consider documents containing word "CONFIDENTIAL" written in capital letter in top right corner.

The Purchaser is not responsible for confidentiality of information which are not marked in the above mentioned way.

In case the data which do not respond to the above mentioned conditions are marked as confidential, the Purchaser will invite the Tenderer to remove the confidentiality note. The authorized representative of the Tenderer will do that by writing "CANCELTION" above the confidentiality note, date, time and signature.

If the Tenderer does not cancel the confidentiality of documents within the time set by the Purchaser, the Purchaser shall consider this tender as tender without confidential information.

Tenderer may not mark as confidential the price and other information from the tender relevant for implementation of criterion elements and ranking of tenders.

### **ADDITIONAL INFORMATION OR CLARIFICATIONS**

If any clarifications with the reference to these instructions are necessary, the Tenderer may request additional information or clarifications in writing regarding preparation of tender not later than 5 days before expiry of tender submission deadline. Request for additional information or clarifications are submitted in one of the following ways:

- By mail to the address: JSC Belgrade "Nikola Tesla" Airport, 11271 Surčin with indication: "Additional information or clarifications for public procurement No.95-13 "VARIOUS UNEQUAL PROFESSIONAL TRAINING" for the Committee President-Dragomir Nikolić".
- By e-mail: javnenabavke@beg.aero

### **FURTHER EXPLANATIONS, CONTROL AND ALLOWED CORRECTIONS**

The Purchaser during the expert evaluation of the tenders, within tender submission deadline may require additional explanations from tenderers that will help him in the examination, evaluation and comparison of tenders, and may exercise control (insight) with the tenderer, i.e. his subcontractor.

Purchaser may, with the consent of the tenderer, correct calculation errors observed when considering tender after the tender opening session. In case of differences between the unit price and total price, the prevailing price is the unit price. If the tenderer does not agree with the correction of calculation errors, the Purchaser will reject his tender as unacceptable.

### **NEGATIVE REFERENCE**

- 5.11. The tenderer who has a negative reference in the field, which is not the same type of public procurement, shall submit collateral contractual obligations in 5.12. in the manner and within the time limits defined in 5.12., but the amount of 15% of the tender price.

### **CONTRACT AWARD CRITERIA**

- 5.12. The criterion for evaluation of tenders is the lowest price offered..
- 5.13. In case that after the technical tender evaluation, there are multiple tenderers with the lowest offered price, Purchaser shall offer as a tenderer with the lowest bid price select the bid to the bidder with a longer payment period.

## ADDITIONAL CRITERIA FOR CONTRACT AWARD

- 5.14. The Tenderer shall complete and certify the statement in item 4.5, of the Tender dossier as evidence that, in preparing his tender, he respected the obligations arising from current regulations on safety at work, employment and working conditions, environmental protection, and guarantees that he is the holder of intellectual property rights.
- 5.15. Liability for the use of patents, as well as liability for breach of protected intellectual property rights shall be borne by the Tenderer.

### PROTECTION OF TENDERER'S RIGHTS

- 5.16. In case the Tenderer considers that his rights have been violated during public procurement procedure, he may file a request for protection of rights, i.e. act pursuant to provisions of the laws regulating the procedure for protection of rights (Art 148-159 of the Public Procurement Law).

Claimant shall pay the administrative tax 40.000,00 RSD prescribed by Art. 156 of the Public Procurement Law to the budget account of Republic of Serbia No: 840-742221843-57 Money order is filled in with following data:

- Purpose of remittance: republic administrative tax for public procurement (number and name of the subject of public procurement);
- Beneficiary: Budget of Republic of Serbia;
- Payment code: 153;
- Gyro account number: 840-742221843-57;
- Module: 97;
- Reference number: 50016.

The tenderer whose tender is selected, it shall conclude a contract with the contracting authority on public procurement not later than eight days after the deadline for submission of applications for the protection of bidders' rights under Article 149 Law on Public Procurement. the Purchaser fails to submit the signed contract to the bidder in the said period, the supplier is not required to sign the agreement, which shall not be deemed a waiver of the offer and not because it bears any consequences, unless the request for the protection of rights.

If the tenderer refuses to conclude a public procurement contract, the Purchaser may enter into a contract with the first following bidders.

In the case of the preceding paragraph, if the methodology for allocation of points necessary to determine the next best bidder, the Purchaser will again perform technical evaluation of bids and decide on the award of the contract.

- 5.17. Where to get correct data on:
- Tax liability - the name of the state authority: Tax Administration (Ministry of Finance and Economy, Republic of Serbia), address: Save Maškovića 3-5, Belgrade, Serbia, Internet address: [www.poreskauprava.gov.rs](http://www.poreskauprava.gov.rs). Through state authority of the Tax Administration it is possible to get correct information about the address and contact phone of authority or territorial autonomy or local government on tax obligations, administered by these authorities.
  - Environmental protection - The name of the state authority: Environmental Protection Agency (Ministry of Energy, Development and Environmental Protection of the Republic of Serbia), address: Nemanjina 22-26, Belgrade, Serbia, Internet address: [www.merz.gov.rs](http://www.merz.gov.rs) Address of Environmental Protection Agency: Roses Jovanovic 27a,



Belgrade, Serbia, the Internet address of the Environmental Protection Agency:  
[www.sepa.gov.rs](http://www.sepa.gov.rs).

- Protection of employment, working conditions - Ministry of Labour and Social Policy of the Republic of Serbia, address: Nemanjina 22-26, Belgrade, Serbia, Internet address: [www.minrzs.gov.rs](http://www.minrzs.gov.rs).

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## 6. TENDER TEMPLATE

Tender template for the low-value public procurement "VARIOUS UNEQUAL PROFESSIONAL TRAINING" No. 95/13.

Name of the Tenderer:		
Address of the Tenderer:		
Head office (City and Municipality):		
Registration No:	, TIN:	
Authorized person:		
Contact person:		
Web site:	, e-mail:	
Telephone No:	, Telefax:	
Tender's account No:		
a) Independently	b) Bid with subcontractor	c) Joint bid
<b>Obligatory to fill in!</b>		
<b>B) Enter data on subcontractors (if tender is submitted with subcontractor/s):</b>		
1. In execution of procurement:		
Address:: _____, Registr.No: _____, TIN: _____		
Contact person: _____, Tel. No: _____		
with _____	% participation (not more than 50%) performs the following _____	
2. In execution of proc. subcontractor :		
Address:: _____, Registr.No: _____, TIN: _____		
Contact person: _____, Tel. No: _____		
with _____	% participation (not more than 50%) performs the following _____	
3. In execution of proc. subcontractor:		
Address:: _____, Registr.No: _____, TIN: _____		
Contact person: _____, Tel. No: _____		
with _____	% participation (not more than 50%) performs the following _____	
<b>V) Enter data of other participants in joint tender (if tender is submitted as joint tender):</b>		
1. _____ Address: _____		
Registr.No:	TIN:	Tel.No: _____

Contact person: _____	Account No: _____
<b>2.</b> _____ Address: _____	
Registr.No. _____	TIN: _____ Tel.No: _____
Contact person: _____	Account No: _____
<b>3.</b> _____ Address: _____	
Registr.No. _____	TIN: _____ Tel.No: _____
Contact person: _____	Account No: _____
Total value of tender: _____ RSD/ EUR w/o VAT	
The place of service provision is JSC Airport Nikola Tesla Belgrade.	
Manner of payment: delayed within (at least 15) _____ days from the date of delivery invoices for quality and timely execution of the services that are the subject of public procurement.	
Tender validity: _____ days (minimum 60 days)	
Deadline for the execution of the service (maximum 30 days) _____ from the day.	
The integral part of the tender is Template No. 3 - Specifications	
<b>Obligatory to fill in!</b>	
Place and date:  _____	Authorized person signature:  _____
L.S.	
<b>Obligatory to fill in!</b>	

\_\_\_\_\_  
\_\_\_\_\_  
**Tenderer Name  
Seal and signature**

*[Handwritten signature]*  
  
*[Handwritten mark]*

## 7. DRAFT CONTRACT

**NOTE: THE SUPPLIER IS OBLIGED TO FIL IN THE TENDER TEMPLATE, TO SIGN IT AND SEAL THE LAST PAGE OF THE TENDER TEMPLATE, CONFIRMING THAT HE AGREES WITH A MODEL CONTRACT.**

### SUPPLY CONTRACT

Concluded based on completed public procurement on low-value procedure No. 95/13, between:

**JSC Belgrade «Nikola Tesla» Airport**, 11180 Beograd 59, represented by General Manager, Velimir Radosavljević, TIN 100000539; Registration No. 07036540; current account: 125-1721427-98 with Piraeus Bank (hereinafter referred to as the Purchaser) and

Name of the Tenderer: \_\_\_\_\_  
with head office in \_\_\_\_\_

Name of the Tenderer from the group of Tenderers (complete only in case of joint tender)

\_\_\_\_\_

Names of the subcontractors (complete only in case of tender with subcontractor)

\_\_\_\_\_

represented by the Director \_\_\_\_\_  
Registration No. \_\_\_\_\_;  
Current account No. \_\_\_\_\_  
TIN \_\_\_\_\_  
(hereinafter referred to as the Supplier)

### SUBJECT OF THE CONTRACT

#### Art. 1

Subject of this Contract is procurement of **"VARIOUS UNEQUAL PROFESSIONAL TRAINING"** no. SMPP. 95-13. for requirements of the Purchaser and as per Supplier's Tender filed in Purchaser's archive under No. \_\_\_\_\_ dated \_\_\_\_\_. Tender of the Supplier and Tender Dossier for subject public procurement are integral parts of this Contract.

### PRICE

#### Art. 2

Total value of contract is \_\_\_\_\_ RSD/EUR, VAT excluded.

Price is given without value added tax, and cannot be increased for the duration period of this Contract.

### MANNER OF PAYMENT

#### Art. 3

*[Handwritten signature]*  
*[Handwritten mark]*

The Purchaser shall for quality and timely service provided in Article 1 this Contract payments made within \_\_ days of the invoice date.

## **DELIVERY TIME**

### **Art. 4**

Delivery time for goods from Art.1 of this Contract is \_\_\_\_\_days from the date of written or verbal order by the Purchaser.

### **Art. 5**

Realization dynamics of the services referred to in Article 1 This Agreement sets out the PURCHASER.

## **QUALITY AND WARRANTY**

### **Art. 6**

The Suplier warrants to the Purchaser quality of services referred in Article 1 of this Agreement.

### **Art. 7**

The contracting authority shall before the commencement of service to inform service providers about the person who will be in the name and on the expense of the Purchaser to take all actions related to the enforcement of obligations under Article 1 this Agreement (hereinafter controllers), especially:

- Controls the performance of services;
- Monitors the fulfilment of deadlines;

### **Art. 8**

The Supplier has the right to request a response from the Purchaser on issues related to the enforcement of contractual obligations.

The Purchaser shall, through a Controller, Supplier provides answers to questions.

The Supplier is required to enable the exercise of control and work CONTROLLERS

## **LIQUIDATED DAMAGES**

### **Art. 9**

In case the deadline for delivery of goods is exceeded, the Supplier undertakes to pay to the Purchaser liquidated damages for each day of such delay at the rate of 0.2% of the total value (w/o VAT) set in Art.2 of this Contract.

The Supplier is not entitled to pay the damages and waive the contract

### **Art. 10**



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In case the Supplier fails to fulfill its obligations set by this Contract the Purchaser is entitled, at his own discretion, to proportional reduction of price, to obtain the subject of public procurement from a third party at Supplier's expense, unilateral termination of the Contract without any explanation of notice. In case the Purchaser is entitled to compensation.

## **TRANSITIONAL AND FINAL PRIVISIONS**

### **Art. 11**

This Contract comes into force on the date it is signed by authorized representatives of contractual parties.

### **Art. 12**

Contractual parties agree that all issues not being covered by this Contract are governed by provisions of the Law of obligations of the Republic of Serbia.

### **Art. 13**

All possible disputes arising from implementation and execution of this Contract, the Contractual parties shall endeavour to settle in an amicable manner, for settlement of disputes which could not be settled in the manner from paragraph 1 of this Article the competent court will be the Commercial Court in Belgrade..

### **Art. 14**

This Contract is made in 4 (four) identical copies, 2 (two) for each contractual party.

**The SUPPLIER:**

**Director**

**The PURCHASER:**

**JSC Belgrade "Nikola Tesla" Airport  
General Director  
Velimir Radosavljević PhD ME**

## 8. STATEMENT ON INDEPENDENT TENDER

### STATEMENT

Under full moral, material and criminal responsibility I declare that I submitted the tender in a public procurement open procedure **"VARIOUS UNEQUAL PROFESSIONAL TRAINING" no 95/13**, independently, without any agreement with other Tenderers or interested parties.

Place and date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Name of the Tenderer,  
Authorized Person  
signature and seal**

*Handwritten signature and initials*

## 9. PRICE STRUCTURE TEMPLATE

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(Name and a headquarter of the Tenderer)

Under the Article 88 Law on Public Procurement ("Official Gazette of the Republic of Serbia", br.124/12) and Art. 6 and 19 Ordinance on the mandatory elements of tender documents in the public procurement procedures and the manner of proving the fulfilment of conditions ("Official Gazette of the Republic of Serbia", no. 29/13) deliver cost structure for the preparation of bids for the procurement of low-value "VARIOUS UNEQUAL PROFESSIONAL TRAINING" (number 95/13), as follows:

Serial no.	Type of expenses	Amount in RSD
1		
2		
3		
4		

Note: Pursuant to Section 88 Paragraph 2 Law on Public Procurement costs of preparing and submitting the tender shall be borne solely by the Tenderer and may not seek reimbursement from the Purchaser, except in the case of paragraph 3 the same article, if the procurement procedure has been suspended for reasons that are at the Purchaser, provided that the provider sought reimbursement of costs in their offer.

Place and date: \_\_\_\_\_

**Name of Tenderer,  
authorized Person  
signature and seal**

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