

Airport Nikola Tesla JSC Belgrade

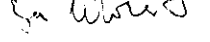
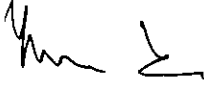
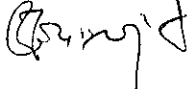
Date: 29.11.2013.

**TENDER DOCUMENTS
FOR LOW-VALUE PUBLIC PROCUREMENT „TRAINING OF WORKERS FOR
THE BIRD STRIKE PROTECTION" NUMBER 81/13**


TENDER DOCUMENTS COMPRISE THE FOLLOWING:

1. GENERAL PROCUREMENT INFORMATION
2. INFORMATION ON PUBLIC PROCUREMENT SUBJECT
3. TYPE, TECHNICAL CHARACTERISTICS (SPECIFICATIONS), QUALITY, QUANTITY AND DESCRIPTION OF THE PROCUREMENT
4. CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE GIVEN IN ARTICLES 75 AND 76 OF LAW ON PUBLIC PROCUREMENT AND INSTRUCTIONS FOR PROVING THE ELIGIBILITY
5. INSTRUCTIONS TO BIDDERS FOR PREPARATION OF THE BID
6. TENDER FORM
7. MODEL OF CONTRACT
8. WORDING OF STATEMENT ON INDEPENDENT BID

**MEMBERS OF THE COMMITTEE THAT APPROVE THE TENDER DOCUMENTS FOR
LOW-VALUE PUBLIC PROCUREMENT FOR „TRAINING OF WORKERS FOR
THE BIRD STRIKE PROTECTION" NUMBER 81/13**

- Slobodan Vucetic, Chairman 
- Nenad Krcevinac, Member, Procurement Officer 
- Jovan Stanojic, Member 

DEPARTMENT DIRECTOR



Miodrag Mirkovic, B.Sc.

1. GENERAL PROCUREMENT INFORMATION

INFORMATION ON THE PURCHASER	
Name of the purchaser:	Joint-stock company Airport Nikola Tesla Belgrade
Address:	11180 Belgrade 59
Headquarters (City and Municipality):	Belgrade, Surcin
Registration number:	07036540
TIN number:	100000539
Activity Code of the Purchaser:	5223
Internet address of the purchaser:	www.beg.aero
Director or a person authorized to sign the Agreement on Public Procurement:	professor Dr. Velimir Radosavljevic
Contact Person:	Slobodan Vucetic
Contact Person's phone number:	+381 11 209 7025; +381 64 84 85 762
Contact Person's fax number:	+381 11 209 7078
e-mail:	slobodan.vucetic@beg.aero
GENERAL INFORMATION ON PUBLIC PROCUREMENT	
Subject of public procurement	TRAINING OF WORKERS FOR THE BIRD STRIKE PROTECTION
Number of public procurement	81/13
Type of procedure for public procurement	PROCUREMENT OF SMALL VALUE




2. Data on the Public Procurement

Description of the public procurement: "TRAINING OF WORKERS FOR THE BIRD STRIKE PROTECTION"

Name and designation of the general vocabulary acquisition:

SERVICES OF EDUCATION AND PROFESSIONAL TRAINING- 80000000

Handwritten signature or initials, possibly 'M-@' with a small mark above the 'M'.

3. SPECIFICATIONS, QUANTITY AND DESCRIPTION OF PUBLIC PROCUREMENT

TECHNICAL SPECIFICATIONS (specification) "TRAINING OF WORKERS FOR THE BIRD STRIKE PROTECTION" No.81/13

1	TRAINING OF WORKERS FOR THE PROTECTION OF AIRCRAFT FROM BIRD STRIKE	Requested	The total cost of training (excluding VAT)
			Offered
Specifications			
1.1	Training is adjusted with natural and industrial environment of the "Nikola Tesla" airport	yes	
1.2.	The training includes the following:		
	1.2.1. Introduction to air transport and the impact of wildlife on air operations	yes	
	1.2.2. Introduction to prevention of birds and other animals presence at the airport	yes	
	1.2.3. Natural habitat management around the airport: <ul style="list-style-type: none"> • vegetation and natural environment of the airport • identification of birds and animals 	yes	
	1.2.4. Management and monitoring of the behavior of birds and other animals	yes	
	1.2.5. Techniques for deterring birds: <ul style="list-style-type: none"> • passive methods, • active methods (equipment and method of use) 	yes	
	1.2.6. Practical demonstration of birds deterrent techniques	yes	
	1.2.7. Collecting and processing data on the presence and strikes of birds and other animals on the aircraft	yes	
	1.2.8. Bird hazard index: definition and practical application	yes	
	1.2.9. Bird strike reporting: confirmed and unconfirmed strikes (international recommendations and recommended practice)	yes	
	1.2.10. Bird strikes risk assessment	yes	
	1.2.11. Revision of airport procedures and guidelines	yes	
1.3.	Course duration: 3 to 5 days, 8 hours a day (including breaks)	yes	
1.4.	Number of course participants: up to 10	yes	
1.5.	Issuing of certificates or testimonials on completed training to the participants	yes	

Note:

- **Along with the Bid, the Bidder shall submit a certificate or license to train workers to protect aircraft from birds.**
- **Topics for the training of workers must be adjusted with the natural and industrial environment of Airport "Nikola Tesla" Belgrade**
- **The Bidder shall bear the costs of accommodation and transport.**
- **The Bidder shall prepare all necessary training materials for workers and the material must be adjusted with the natural and industrial environments around the Airport "Nikola Tesla" Belgrade**
- **The Bidder shall fill in all fields and all the features in the section "offered", otherwise the bid will be rejected as invalid.**
- **Training can be in Serbian or English language, provided that Airport "Nikola Tesla" Beograd provides a translator from English in to Serbian.**

Place and Date:

**Name of the Bidder, authorized
person's signature**



4. CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE GIVEN IN ARTICLES 75 AND 76 OF LAW ON PUBLIC PROCUREMENT AND INSTRUCTIONS FOR PROVING THE ELIGIBILITY

4.1. CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT UNDER Art. 75 and Art. 76 OF THE LAW ON PUBLIC PROCUREMENT

MANDATORY REQUIREMENTS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE UNDER Art. 75, Para. 1 OF LAW ON PUBLIC PROCUREMENT	
The Bidder in the procurement procedure must meet these mandatory requirements for participating in a public procurement procedure	Evidence of eligibility
1. The Bidder must be registered with the competent authority, i.e. must be entered in an appropriate register.	The Bidder shall prove the compliance with the requirements stated in items 1 to 4 by submitting the written statement given under penalty of perjury the contents of which is given in Section 4.2 of this form.
2. The Bidder and his legal representative must not be convicted of any of offenses as a member of an organized criminal group, of crimes made against the economy, crimes against the environment, offense of bribery and the crime of fraud.	
3. The Bidder must meet the condition that he is not under prohibition of activities which was in effect at the time of publication or sending the invitation to tender.	
4. The Bidder must meet the condition that he has paid taxes, contributions and other public duties in accordance with the laws of the Republic of Serbia or a foreign country while registered in its territory.	
ADDITIONAL REQUIREMENTS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE UNDER ARTICLE 76 OF THE LAW ON PUBLIC PROCUREMENT	
The Bidder in public procurement procedure must meet additional specified requirements for participation in a public procurement procedure	Evidence of eligibility
5. The Bidder must have the necessary business capacity for this procurement.	The Bidder shall prove the compliance with this requirement by submitting relevant certificates or diplomas.
Under necessary business capacity the Purchaser assumes that the Bidder has at least one employed certified instructor for service activity which is the subject of the procurement and that the Bidder has performed at least one training sessions which was the subject of the	

procurement in the last two years.	
<p>6. The Bidder must have the necessary technical capacity for this procurement.</p> <p>Necessary technical capacity: purchaser assumes that the Bidder owns or leases office space with at least one telephone line and at least one Internet connection.</p>	<p>The Bidder shall prove the compliance with this requirement by submitting statements, given under penalty of perjury, the content of which is given in Section 4.2 of this form.</p>
<p>7. The Bidder must possess the necessary personnel capacity for this procurement.</p> <p>Necessary personnel capacity: purchaser assumes that the Bidder has at least one employee who has a certificate, license or certificate for the training of personnel for the procurement and will be responsible for contract execution and control of the quality of the services.</p>	<p>The Bidder shall prove the compliance with this requirement by submitting a copy of the mentioned certificates, licenses or certifications issued by aviation authority of its own country or by international aviation organizations.</p>

Note: The Bidder is not obliged to submit evidence that is publicly available on the website of the competent authorities.

4.2. CONTENTS OF THE STATEMENT ON COMPLIANCE WITH THE REQUIREMENTS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE IN CASE OF INDEPENDENT PARTICIPATION OF THE BIDDER IN THE TENDER AND PARTICIPATION WITH THE SUBCONTRACTOR

STATEMENT OF THE BIDDER:

Pursuant to Article 77, Paragraph 4 of the Law on Public Procurement (Official Gazette of the Republic of Serbia No. 124/12) under penalty of perjury I, hereby, state that we

(Name of the Bidder)

meet the requirements for participation in the public procurement "TRAINING OF WORKERS FOR THE BIRD STRIKE PROTECTION" No.81/13 and mandatory requirements of Article 75 Paragraph 1 items 1) to 4) of the Law on Public Procurement.

Place and Date: _____

Name of the Bidder, authorized person's signature and initials

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4.3. CONTENTS OF THE STATEMENT ON COMPLIANCE WITH THE REQUIREMENTS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE IN CASE OF JOINT BID

STATEMENT OF COMPLIANCE WITH THE REQUIREMENTS FOR GROUPS OF BIDDERS:

Pursuant to Article 77 Paragraph 4 Law on Public Procurement ("Official Gazette of the Republic of Serbia" No. 124/12) under penalty of perjury I, hereby, state that each of the Bidders in the group of bidders (specify name of all members of the group)

----- meet the obligatory conditions of Article 75 paragraph 1, item 1) to 4) of the Law on Public Procurement to participate in the procurement process "TRAINING WORKERS FOR THE PROTECTION OF AIRCRAFT BIRD STRIKE" No.81/13.

Note: In the case of a joint bid the statement shall be submitted-signed by an authorized member of the group for all Bidders in the group.

Form copied in sufficient copies for all subcontractors.

Place and Date:-----

Name of the Bidder, authorized person's signature and initials



4.4. CONTENTS OF THE STATEMENT ON COMPLIANCE WITH THE REQUIREMENTS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE FOR THE SUBCONTRACTOR

STATEMENT OF THE SUBCONTRACTOR

Pursuant to Article 77 Paragraph 4 of the Law on Public Procurement (Official Gazette of the Republic of Serbia No. 124/12) under penalty of perjury I, hereby, state that

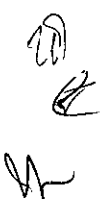
_____ (name of the subcontractor)

meets the requirements for participation in the public procurement **“TRAINING OF WORKERS FOR THE BIRD STRIKE PROTECTION” No.81/13**, namely the requirements of Article 75, Paragraph 1 items 1) to 4) of the Law on Public Procurement, which are specified in the tender documents Form 4.1.

Place and Date: _____

Name of the Subcontractor, authorized person's signature

The form shall be copied in sufficient number for all the Subcontractors.



4.5. CONDITIONS GIVEN IN THE ARTICLE 75, PARAGRAPH 2 OF THE LAW ON PUBLIC PROCUREMENT

When preparing the bid, The Bidder shall explicitly state that he respected the obligations under the applicable regulations on occupational safety and health, employment and working conditions, environmental protection, as well as that he guarantees that he is the holder of intellectual property rights. The Bidder shall prove that he has met these conditions by submitting the following statement:

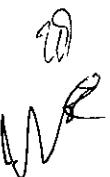
STATEMENT OF THE BIDDER

Pursuant to Article 75, Paragraph 2 of the Law on Public Procurement (" Official Gazette of the Republic of Serbia" No. 124/12) under full moral and legal responsibility I, hereby, state that _____

_____ (the Bidder's name or the names of all the Bidders in the group) in the preparation of bids for participation in the public procurement "**TRAINING OF WORKERS FOR THE BIRD STRIKE PROTECTION**" **No.81/13** has acted in compliance with the existing regulations on occupational safety and health, employment and working conditions, environmental protection, as well as that he guarantees that he is the holder of intellectual property rights.

Place and Date:-----

**Name of the Bidder,
authorized person's
signature and initials**



4.6. INSTRUCTIONS FOR PROVING THAT THE CONDITIONS ARE MET

If a Bidder submits the bid independently, the Bidder shall prove that the conditions given in Article 75 of the Law on Public Procurement, specified in items 1) to 4) of this form 4.1, by submitting the statements given under penalty of perjury. Content of the statement for Bidders is given in Section 4.2 of the tender documents.

The Bidder shall prove that he meets the additional conditions for participation given in the Article 76 of the Law on Public Procurement described in items 5) to 7) in the form 4.1 by submitting the evidence specified in table 4.1 of tender documents and part referring to additional conditions for participation in the public procurement procedure given in Article 76 of the Law on Public Procurement.

If a group of Bidders (joint bid) submits the bid, each Bidder from this group must meet the conditions for participation in the public procurement procedure referred to in Article 75, Paragraph 1, items 1) to 4) of the Law on Public Procurement ("Official Gazette of the Republic of Serbia" No. 124/12), as described in items 1) to 4) of the Form 4.1 in tender documents. The Bidder shall prove that he has met the conditions given in the Article 75 of the Law on Public Procurement as described in items 1) to 4) of the form 4.1 by submitting the statement given under penalty of perjury. Content of the statement for the Bidders is given in item 4.3 of this tender documentation and signee of the statement given in the forms 4.3 of the tender documentation is authorized member of the Bidder from the group of bidders.

The bidders shall prove that they meet the additional conditions given in the Article 76 of the Law on Public Procurement as described in items 5) to 7) of the form 4.1 of the tender documentation together by submitting the evidence specified in table 4.1 and part referring to additional conditions for participation in the public procurement procedure from the Article 76 of the Law on Public Procurement.

In the case of bid with a subcontractor, the Bidder shall prove that he meets the conditions given in the Article 75 of the Law on Public Procurement as described in items 1) to 4) in the form 4.1 by submitting the statement given under penalty of perjury. The content of the statement for the Bidders is given in item 4.2 of this tender documentation. The Subcontractor shall prove that he meets the conditions by submitting the statement given in the item 4.4 of this tender documentation.

For the conditions specified in Article 75, Paragraph 2 of the Law on Public Procurement, the Bidder or an authorized member of the Bidding group (in case of a joint bid) shall submit, with the bid, a completed and signed statement given in Item 4.5 of this form.



5 INSTRUCTIONS TO BIDDERS FOR PREPARATION OF THE BID

LANGUAGE

5.1. Bid can be prepared and submitted in Serbian or in English language.

MANDATORY CONTENT OF THE BID

5.2. Bid must be submitted in writing and must contain the following elements:

- Tender Form (Form 6) properly completed (all fields), verified and signed;
- Tender Form (Form 6) properly completed, verified and signed;
- Statement(s) on meeting the conditions given in the Article 75, paragraph 1 of the Law on Public Procurement completed, verified and signed in the following cases:
 - I. Independent participation: Statement item 4.2;
 - II. Joint Bid: Statement item 4.3;
 - III. Bid with Subcontractor: Statement item 4.2 and Statement item 4.4.
- Proof that the additional conditions have been met for participation in the public procurement procedure as given in the Article 76 of the Law on Public Procurement, as specified in the Form 4.1;
- Completed, verified and signed Statement given in item 4.5 on meeting the conditions given in Article 75, paragraph 2 of the Law on Public Procurement;
- Appropriate certificate or diploma proving that the Bidder meets the conditions prescribed by business capacity;
- Completed and signed model of the Contract on Public Procurement (Form 7);
- Properly completed and signed Statement on independent bid (Form 8).

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

FORM OF THE BID

5.3. The bid must be submitted in writing.

Bid is prepared by entering the required information in forms that are an integral part of the Tender Documents.

Preferably, all documents shall be connected so that new sheets, i.e. enclosures, can not be subsequently inserted, removed or replaced.

Bidder submits the bid in a sealed envelope.

Tender Form (Form 6) shall be completed in accordance with these sections, so as to enter the elements for evaluation of the bid in the enclosed form.

Offer must not contain the words inserted between the lines, deleted word or words written over other words, except when it is necessary to correct the mistakes that the Bidder has made. In this case such corrections shall be verified by the Bidder, otherwise the bid will be rejected as unacceptable.

BID WITH VARIANTS

5.4 Bid with variants is not allowed.



BIDS

- 5.5. Bidder shall submit a bid directly to the Purchaser records or by mail to the Purchaser's address. The Bidder shall submit his bid in a sealed envelope or box, in such way that it could be determined with certainty that the bid is to be opened for the first time.

Bidder shall submit only one bid.

Within the deadline for submission of bids the Bidder may alter, amend or withdraw his bid. In this case, the Bidder shall submit the amendments or revocation of the bid in a sealed envelope with a mark showing that the envelope contains amendment or revocation of the bid. In case of amendment to the bid envelope must indicate the Bidder's name and the words "An amendment to the bid-DO NOT OPEN".

AMENDMENT OF TENDER DOCUMENTS

- 5.6. Purchaser reserves the right to execute amendment to the tender documents before the deadline for submission i.e. within the deadline defined by Law on Public Procurement.

Any amendment to the tender documents will be published in the Public Procurement Portal of the Public Procurement Office www.portal.ujn.gov.rs and the Internet address of the Purchaser www.beg.aero.

If the Employer alters or amends the tender documents within eight days before the deadline for submission of bids, the Purchaser shall extend the deadline for submission of bids and notify all Bidders about this extension.

BID WITH SUBCONTRACTOR

- 5.7. The Bidder who independently submits the Bid can neither participate at the same time in the joint bid or as a Subcontractor nor the same person can participate in various joint bids.

If the Bidder submits the bid with the subcontractor, he shall state in the bid that the procurement shall be partially entrusted to the Subcontractor, the percentage of the total value of the procurement to be entrusted to the Subcontractor as well as the part of the procurement subject that he will execute through the Subcontractor.

- The percentage of the total value of the procurement to be entrusted to the Subcontractor by the Bidder shall not be greater than 50%;
- The Bidder shall submit proof that the Subcontractor meets the conditions given in the Instructions on proving that the conditions are met;
- ~~The Bidder shall enable the Purchaser to approach the Subcontractor in order to determine whether the Subcontractor has met the conditions.~~

At the request of the Subcontractor and where the nature of the procurement subject allows, the Purchaser can transfer the outstanding claims directly to the Subcontractor for the part of the procurement that is being executed by that Subcontractor. Before making the decision on transferring the outstanding claims directly to the Subcontractor, the Purchaser shall enable the supplier to file a complaint within 5 days from the day of receiving the invitation from the Purchaser if the claim is not matured. All this does not affect the rule that a Bidder, i.e. Supplier is completely liable to the Purchaser for execution of obligations under the public procurement procedure, i.e. for the performance of contractual obligations, regardless of the number of subcontractors



JOINT OFFER SUBMISSION

5.8. In case of a joint bid, an integral part of a joint bid must be an agreement as per which the bidders from the group of bidders are obliged one to another and to the Purchaser to execute the subject public procurement and which includes the following information: :

- Member of a group that shall be the contractor, i.e. that shall submit the bid and represent the group of bidders in front of the Purchaser (authorized member);
- Bidder that shall sign the contract in the name and on behalf of the group of bidders;
- The Bidder that shall provide a financial collateral in the name and on behalf of the group of bidders;
- The Bidder that shall issue and invoice;
- Account to which the payment shall be made;
- obligations of each member of the group of Bidders.

PAYMENT

5.9. The Bidder shall state in the Bid form (Form 6) precisely the manner and terms of payment. The bidder shall offer a deferred payment for at least 15 days from the date of invoice for the quality and timely service provided. If not, such bid shall be rejected as unacceptable.

Place of execution of the service is AD Airport Nikola Tesla Belgrade.

Payment as per contract signed after the implementation of the public procurement procedure shall be made in 2013 up to the level of funds provided by Business Plan for 2013 for these purposes. For part of the obligations that will be due in 2014 as per contract, the Purchaser shall make payment to the supplier upon provision of financial funds by adopting the Business Plan for 2014 or by Decision on temporary financing. Otherwise, the contract shall cease to be apply without compensation due to inability of the Purchaser to take over the obligations.

The Bidder shall offer the deferred payment of at least 15 days from the day of the invoicing for executed service which is subject of the public procurement. If the Bidder offers a payment deadline shorter than 15 days, such bid shall be rejected as unacceptable.

BID VALIDITY

Bids must be valid for at least 30 days from the date of opening of bids, and if the period of bid validity is shorter, the Purchase will reject such offer as unacceptable.

PRICE

1. The bid prices are fixed during the execution of the Contract and cannot be increased.
 - The Bidder is obliged to offer a price for the service in dinars (RSD).
 - Price stated in the bid is given excluding VAT.
 - Price stated in the bid fixed during the Contract and cannot be increased.

CONFIDENTIALITY OF INFORMATION AND DOCUMENTATION

- 5.11. Information that Bidder justifiably marks as confidential shall be used only for the purpose of realization of public procurement and will not be available to anyone outside the circle of persons who are involved in the procurement procedure. This information will not be published at the opening of the bids, nor during the procedure or later.

As confidential, the Bidder can mark documents containing personal information, and not containing any public registry or which are not otherwise available as well as business data that regulations marked as confidential in regulations or internal acts of the Bidder.

Purchaser shall treat as confidential documents that contain word "CONFIDENTIAL" in the upper right corner.

Purchaser is not responsible for the confidentiality of the data that are not marked as stated above.

If data that not meet the above conditions are marked as confidential, the Purchaser shall invite the Bidder to remove the confidentiality mark. The Bidder shall do so by making his representative write "RECALL" above the confidentiality mark, date and time and his signature.

If the Bidder does not revoke the confidentiality of the documents, within the deadline determined by the Purchaser, the Purchaser shall treat this bid as a bid without confidential information.

The Bidder cannot mark the price and other data in the bid significant for application of elements of criteria and ranking of bids as confidential.

ADDITIONAL INFORMATION OR CLARIFICATION

- 5.12. If there are ambiguities in these instructions, the Bidder may request from the Purchaser additional information or clarification in writing regarding the preparation of the bid no later than 5 days before the deadline for submission of bids. Request for additional information or clarification shall be submitted in one of the following ways:

By mail to the address AD Nikola Tesla Airport Belgrade, 11271 Surčin, noting: "Additional information and clarification of procurement **TRAINING OF WORKERS FOR THE BIRD STRIKE PROTECTION**" NUMBER 52/13"

- for Committee chairmen SLOBODAN VUČETIĆ.
- By e-mail: javnenabavke@beg.aero.

ADDITIONAL EXPLANATIONS, CONTROL AND PERMITTED CORRECTIONS

- 5.13. Purchaser, during the expert evaluation of the bids, within the deadline for making a decision may require additional explanations from Bidders that will help him during the examination, evaluation and comparison of bids, and can perform control (inspection) with the Bidder or its subcontractor.

Purchaser can, with the approval of the Bidder, correct computational errors observed when considering bids after the opening of bids. In case of differences between the unit price and total price, the unit price shall prevail. If the bidder does not agree with the correction of computational errors, the Purchaser shall reject his Bid as unacceptable.

CRITERIA FOR SELECTION OF THE BEST BID

- 5.14. Criterion for the selection of most favorable bid is the lowest price offered.
- 5.15. In case that there are multiple Bidders with lowest price offered after the expert evaluation, the Purchaser shall select the Bidder with the lowest price offered and with longer payment deadline.

ADDITIONAL TERMS

- 5.16. Bidder shall complete and certify the statement under item 4.7 of these instructions as proof that he complied the obligations deriving from applicable regulations on occupational safety and health, employment and work conditions, environmental protection during the preparation of the bid as well as that the Bidder has intellectual property rights.
- 5.17. Liability for the use of patents, as well as liability for breach of protected intellectual property rights shall be borne by the Bidder.

PROTECTION OF RIGHTS OF THE BIDDER

- 5.18. If the Bidder believes that his rights have been violated in the procurement process, the Bidder may file a request for the protection of Bidder's rights, or to act in accordance with the provisions of the Law governing the procedure for the protection of Bidders' rights (Article 148 to 159 of the Law on Public Procurement).

Request for protection of rights can be filed by the Bidder, person interested or business association in their name. Request for protection of rights shall be filed to the State committee for protection of rights in public procurement procedures (further in the text State Committee) and submitted to the Purchaser. Request for the protection of rights shall be sent directly to the Purchaser's address, by registered mail with return receipt or by e-mail javnenabavke@beg.aero. Regulations on manner of submission of the decision on contract award from the Article 108, page 6-9 of the Law on Public Procurement (Official Gazette of the Republic of Serbia No. 124/12) apply to submission of Request for protection of bidder's rights.

Request for protection of rights can be filed during the entire public procurement procedure against every action of the purchaser except if the Law on Public Procurement stipulates different.

Request for protection of rights that challenge the type of the procedure, contents of the invitation to tender or tender documentation shall be deemed as timely if received by the Purchaser no later than three days before the deadline for submission of bids regardless of manner of submission.

After making the decision on contract award or decision on procedure cancelation, the deadline for submission of request for protection of rights is 5 days from the date of decision receipt.

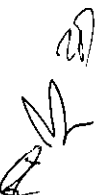
Applicant of the request for the protection of rights is obliged to pay the tax anticipated in article 156 of the Law on Public Procurement in the amount of 40,000.00 RSD to the account of the Republic of Serbia budget. The payment slip is to be filled with following information:

- Purpose of payment: the Republic administrative tax for a public procurement (the number and the name of the public procurement subject);

- The user (receiver): Budget of the Republic of Serbia;
- Payment Code: 153;
- Account number: 840-742221843-57;
- Model Number: 97;
- Reference Number: 50016;

5.19. The Bidder whose bid is selected shall conclude a contract with the Purchaser on public procurement within 8 days of the expiry of the deadline for application of the Request for Protection of Bidder's Rights under Article 149 of the Law on Public Procurement.

If the Purchaser does not provide a signed contract to the Bidder within the above mentioned deadline, the Bidder shall not be obliged to sign the Contract and this shall not be deemed as a waiver of the bid and cannot therefore bear any consequences, unless the request for the protection of rights is submitted.



5. BID FORM

Bidder's bid for low-value public procurement „TRAINING OF WORKERS FOR THE BIRD STRIKE PROTECTION" No 81/13.

Name of the bidder:		
Bidder's address:		
Bidder's headquarters (city and municipality):		
Code number:	, TIN:	
Authorized person:		
Contact person:		
Web site:	, e-mail:	
Telephone:	, Fax:	
Bidders account No.:		
Bid is: (circle)		
Independent	with Subcontractor	joint Bid
B) Enter information on Subcontractors (if the Purchaser is submitting the bid with the Subcontractor(s)): 1. In execution of the public procurement subject the Subcontractor:		
address:	code number:	TIN:
contact person:	, telephone:	
with _____	% participation (not more than 50%) executes the following: _____	
2. In execution of the public procurement subject the Subcontractor:		
address:	code number:	TIN:
contact person:	, telephone:	
with _____	% participation (not more than 50%) executes the following: _____	
3. In execution of the public procurement subject the Subcontractor:		
address:	code number:	TIN:
contact person:	, telephone:	
with _____	% participation (not more than 50%) executes the following: _____	
B) Enter information on other participants in the Joint Bid (if the bid is submitted as joint): 1. address: _____		

Handwritten marks and signature

code number: _____, TIN: _____, telephone: _____
contact person: _____, Account No.: _____
2. _____ address: _____
code number: _____, TIN: _____, telephone: _____
contact person: _____, Account number: _____
3. _____ address: _____
code number: _____, TIN: _____, code number: _____, TIN: _____
contact person: _____, Account number: _____, contact person: _____
Total value of the bid: _____ RSD excluding VAT
Place of execution of the service is AD Airport Nikola Tesla
Manner of payment: deferred payment within (at least 15 days) _____ days from the day of the submission of the invoice for quality and timely delivered goods that are subject of the public procurement.
The bid is valid for _____ days (minimum 30 days)
Deadline for execution of the service is (maximum 30 days) _____ days
An integral part of the bid is Form No. 3 – specifications
Place and date: _____
Authorized person's signature: _____
L.S.

Место и датум: _____

Name of the Bidder,
authorized person's
signature and initials

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7. MODEL CONTRACT

NOTE: BIDDER SHALL COMPLETE MODEL CONTRACT, SIGN AND STAMP THE LAST PAGE OF THE MODEL CONTRACT THUS CONFIRMING THAT HE AGREES WITH THE MODEL CONTRACT.

Contract on public procurement

Concluded on the basis of low value public procurement procedure No ___/13, between:

JSC Nikola Tesla Airport Belgrade, 11180 Belgrade 59,
represented by CEO prof. Velimir Radosavljevic
VAT number 100000539; registration number 07036540; Current account number: 125-1721427-98 with Piraeus Bank
(hereinafter referred to as the Purchaser)

And

Name of the Bidder: _____
with a headquarters in _____
VAT _____; Registration Number; _____ Current account number _____

Names of Bidders in the group of Bidders (to be filled in only in case of a joint bid)

The names of subcontractors (to be filled in only in case of subcontractor bids)

Represented by Director _____
(Hereinafter referred to as the SERVICE PROVIDER)

SUBJECT OF CONTRACT

Article 1

Subject of this Contract is procurement „**TRAINING OF WORKERS FOR THE BIRD STRIKE PROTECTION " No.81/13** for the needs of the PURCHASER and as per bid of the SERVICE PROVIDER filed in the records of the Purchaser under number _____ dated _____ year. SERVICE PROVIDER'S bid and tender documents for the subject public procurement are an integral art of this Contract.

PRICE

Article 2

The total value of the contract is _____ dinars (RSD) excluding VAT.

Prices are exclusive of VAT and can not be increased during the Contract.

MANNER OF PAYMENT AND TERMS

Article 3

The PURCHASER agrees to make payment for the quality and timely executed service within ___ days from the date of invoice.

Article 4

Payments under this Contract in the year 2013 shall be until the amount of funds provided by the business plan for 2013 for this purpose is reached. For part of the obligations that are due under this Contract in 2014 the PURCHASER shall pay the SERVICE PROVIDER upon the provision of funds by adopting the Business Plan for 2014 or the Decision on temporary financing. Otherwise, this Contract shall terminate without compensation due the inability to assume the obligations by the PURCHASER.

Obligations of the Service Provider

Article 5

By signing the Contract the SERVICE PROVIDER undertakes to carry out: training of employees, which is adjusted with natural and industrial environment at "Nikola Tesla" Airport Belgrade.

The training covers the following areas:
Introduction to air transport and the impact of wildlife on air operations
Introduction to prevention of birds and other animals presence at the airport
Natural habitat management around the airport: <ul style="list-style-type: none">• vegetation and natural environment of the airport• identification of birds and animals
Management and monitoring of the behavior of birds and other animals
Techniques for deterring birds: <ul style="list-style-type: none">• passive methods,• active methods (equipment and method of use)
Practical demonstration of birds deterrent techniques
Collecting and processing data on the presence and strikes of birds and other animals on the aircraft
Bird hazard index: definition and practical application
Bird strike reporting: confirmed and unconfirmed strikes (international recommendations and recommended practice)
Bird strikes risk assessment
Revision of airport procedures and guidelines
Course duration: 3 to 5 days, 8 hours a day (including breaks)
Issuing of certificates or testimonials on completed training to the participants

QUALITY AND WARRANTY

Article 6

The PURCHASER shall, before the start of service, inform SERVICE PROVIDER about the person who shall in the name and for the account of the PURCHASER take any action in connection with the execution of the obligation under Article 1 of this Contract (hereinafter: Controller), and in particular:

- Monitor the meeting of deadlines;
- Performs quality control of services provided;
- Control the calculation for services provided.

LIQUIDATED DAMAGES AND COMPENSATION

Article 7

In case of exceeding the deadline for execution of the service under Article 1 of this Contract, the SERVICE PROVIDER is obliged to pay the PURCHASER the liquidated damage for each day exceeded in the amount of 0.2% of the total value (excluding VAT) determined in the Article 2 of this Contract.

Article 8

In the event that the SERVICE PROVIDER fails to perform its obligations all in accordance with this Contract, the Purchaser has, at its option, the right to a proportionate price reduction, right of unilateral termination without explanation and without notice and, in any, event right to compensation.

Final Provisions

Article 9

This Contract shall enter into force upon signing by authorized representatives of the parties and shall be concluded for a period until both parties have performed their contractual obligations.

Article 10

The parties agree that for all that is not anticipated by this Contract provisions of the Law on Contractual Relations apply.

Article 11

Any disputes regarding this Contract the Parties shall try to settle amicably. If the dispute cannot be settled amicably, the Parties agree that jurisdiction has the Commercial Court in Belgrade.

Article 12

This Contract was prepared in four (4) identical copies, two (2) of which for each of the Parties.



SERVICE PROVIDER


Director

PURCHASER:

JSC Airport "Nikola Tesla" Belgrade

Chief Executive Officer

Professor Dr. Velimir Radosavljevic



8. STATEMENT ON AN INDEPENDENT OFFER

Under penalty of perjury I, hereby, confirm that I submitted the bid in the low value public procurement procedure "TRAINING OF WORKERS FOR THE PROTECTION OF AIRCRAFT FROM THE BIRD STRIKE" No.81/13, independently, without consulting other service providers or interested parties.

Place and Date: _____

**Bidder's name,
signature of an authorized person
and notarization**

Handwritten signature and initials in the bottom right corner of the page.