TENDER DOCUMENTATION

Serbia Investment and Export Promotion Agency
Vljakovićeva 3/V, 11000 Belgrade

PUBLIC PROCUREMENT – Organisation of Employee Training in Foreign Investment Promotion

LOW-VALUE PUBLIC PROCUREMENT

PUBLIC PROCUREMENT No. 11/13

October 2013
Pursuant to Articles 39 and 61 of the Public Procurement Law (Official Gazette of RS, no. 124/2012, hereinafter: Law), Article 6 of the Regulation on the Mandatory Elements of Tender Documents in Public Procurement Procedures and the Manner of Proving the Fulfilment of Conditions (Official Gazette of RS, no. 29/2013), the Decision on Launching Public Procurement Procedure No 11/13, 0225-667/2013 and the Decision on the Establishment of the Public Procurement Committee No 11/13, 0225-668/2013 the following was prepared:

**TENDER DOCUMENTATION**

for Low-Value Public Procurement - Organisation of Employee Training in Foreign Investment Promotion

PP No. 11/2013

The Tender Documents include:

<table>
<thead>
<tr>
<th>Part</th>
<th>Part Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>General information about the public procurement</td>
<td>3</td>
</tr>
<tr>
<td>II</td>
<td>Information about the subject of the public procurement</td>
<td>3</td>
</tr>
<tr>
<td>III</td>
<td>The type, technical properties, quality, quantity and description of the goods, works or services, the manner of conducting inspection and assuring quality, the performance period, the place of performance of works/services or delivery of goods, any additional services and similar</td>
<td>3</td>
</tr>
<tr>
<td>IV</td>
<td>The conditions for participation in public procurement procedure referred to in Articles 75 and 76 of the Law and the instruction for proving the fulfilment of these conditions</td>
<td>4</td>
</tr>
<tr>
<td>V</td>
<td>Instruction to tenderers on how to prepare their tenders</td>
<td>10</td>
</tr>
<tr>
<td>VI</td>
<td>Tender Form</td>
<td>19</td>
</tr>
<tr>
<td>VII</td>
<td>Model Contract</td>
<td>23</td>
</tr>
<tr>
<td>VIII</td>
<td>Tender Preparation Cost Form</td>
<td>26</td>
</tr>
<tr>
<td>IX</td>
<td>Independent Tender Statement Form</td>
<td>27</td>
</tr>
</tbody>
</table>
I GENERAL INFORMATION ABOUT THE PUBLIC PROCUREMENT

1. Information about the Procuring Entity
Procuring Entity: Serbia Investment and Export Promotion Agency
Address: Vlajkovićeva 3/V, Belgrade
Web address: www.siepa.gov.rs

2. Type of Public Procurement Procedure
This public procurement is conducted as low-value public procurement procedure in accordance with the Law and by-laws regulating public procurement.

3. Subject of Public Procurement
The subject of Public Procurement No. 11/13 are services – Organisation of Employee Training in Foreign Investment Promotion.

5. Contact person:
Contact person: Jelena Stojanović
E-mail address: jelena.stojanovic@siepa.gov.rs
Fax: +381 11 3398780

II INFORMATION ABOUT THE SUBJECT OF THE PUBLIC PROCUREMENT

1. Subject of Public Procurement
The subject of Public Procurement No. 11/13 are services – Organisation of Employee Training in Foreign Investment Promotion – 80511000 - Employee Training Services.

III THE TYPE, TECHNICAL PROPERTIES, QUALITY, QUANTITY AND DESCRIPTION OF THE GOODS, THE PERFORMANCE PERIOD.

TRAINING 1-3 November 2013

Project Information

The company will provide a three-day training in Belgrade for 25 SIEPA employees in November 2013. The training will be based on a previous analysis of SIEPA operation and the effect of promotional and marketing activities of SIEPA (Internet, campaigns, etc.) compared to the best practices at the global and regional level. In addition, the company conducting the training will have to design at least two investment projects (enquiries), which will be used to assess how the SIEPA staff respond to them. This will be prepared jointly by SIEPA and the company. The company should present the set of criteria based on which both analytical models will be carried out.
The training will be built around the findings from the analytical part, but will also provide the training participants with the following knowledge:

- Information about the global economy, trade and investment and how this relates to short-term and medium-term development goals of Serbia.
- An insight into the method of operation of the best investment promotion agencies in Europe and throughout the world.
- Decision-making processes in investment projects, especially details to which attention should be paid.
- Practical instruments for promoting Serbia to foreign investors.
- A special workshop for the investment promotion team with special reference to the manner of managing projects and responding to enquiries.
- A special workshop on marketing and e-marketing in the SIEPA team engaged in these activities.

The trainings will be held in Belgrade. SIEPA will be responsible for the training venue and provision of training premises, as well as basic refreshments during the training. Return plane tickets, accommodation and fees for trainers should be included in the final price.

IV THE CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE REFERRED TO IN ARTICLES 75 AND 76 OF THE LAW AND THE INSTRUCTION FOR PROVING THE FULFILMENT OF THESE CONDITIONS

1. THE CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE REFERRED TO IN ARTICLES 75 AND 76 OF THE LAW

1.1. The right to participate in the procedure of this public procurement shall belong to any tenderer who fulfils the mandatory conditions for participation in public procurement procedure defined by Article 75 of the Law, as follows:

1) That the tenderer is registered with the competent body and entered in the relevant register (Article 75 paragraph 1 item 1) of the Law);

2) That the tenderer and his/her legal representative have not been convicted of a criminal offence as members of an organised criminal group, or of commercial criminal offences, environmental criminal offences, criminal offences of bribe taking or giving, or fraud (Article 75 paragraph 1 item 2) of the Law);

3) That the tenderer has not been issued any ban on engaging in a business activity that is in effect at the time of announcing the Invitation to Tender (Article 75 paragraph 1 item 3) of the Law);

4) That the tenderer has paid due taxes, contributions and other public dues in accordance with the regulations of the Republic of Serbia or the foreign country when the tenderer has its seat in its territory (Article 75 paragraph 1 item 4) of the Law);
5) That it has a valid permit of the authorised body for engaging in the activity that is the subject of the public procurement (Article 75 paragraph 1 item 5) of the Law);

6) When preparing the tender, the tenderer is obliged to state explicitly that it has complied with the obligations arising from the current regulations on safety at work, employment, working conditions and environmental protection, as well as that it guarantees that it is the holder of intellectual property rights (Article 75 paragraph 2 of the Law).

1.2. The tenderer that participates in this public procurement procedure has to fulfil the additional conditions for participation in the public procurement procedure defined by Article 76 of the Law, as follows:

1) The company that provides the analysis and training must have more than 5 years of experience in the work on the promotion of investment and economic development;

2) The company organises at least 4 international investment trainings per year and developed programmes in other continents in addition to Europe in the past;

3) The company should have customers coming from the largest agencies for investment promotion at the global level;

4) It is preferable that the company has worked with some of the global institutions that assist the development of economic activity, especially for investment promotion, such as the United Nations, the World Bank, the EBRD, the European Commission and others. Activities in the SEE region will be considered as an asset;

5) The senior management and trainers must have direct international experience in investment promotion, analytical tools that help performance comparison among the IPAs (Investment Promotion Agencies) and the organisation of training;

6) The company should have a tested system of evaluation of the IPA operations concerning promotional activities. This means that the company already implements the system in at least 10 locations or for at least 10 customers.

1.3. If the tenderer submits the tender together with a subcontractor, in accordance with Article 80 of the Law, the subcontractor must fulfil the mandatory conditions referred to in Article 75 paragraph 1 items 1) through 4) of the Law and the condition referred to in Article 75 paragraph 1 item 5) of the Law for the part of the procurement that the tenderer will carry out through the subcontractor.

Note:
If it is necessary to fulfil the mandatory condition referred to in Article 75 paragraph 1 item 5) of the Law for performing a part of the public procurement whose value does not exceed 10% of the total value of the public procurement, the tenderer may prove the fulfilment of this condition through its subcontractor to which it entrusted the performance of this procurement part.

1.4. If the tender is submitted by a group of tenderers, each tenderer from the group of tenderers must fulfil the mandatory conditions referred to in
Article 75 paragraph 1 items 1) through 4) of the Law, while they shall jointly fulfil the additional conditions. The condition referred to in Article 75 paragraph 1 item 5) of the Law must be fulfilled by the tenderer from the group of tenderers that was entrusted with the performance of the procurement part for which the fulfilment of this condition is required.

2. INSTRUCTION FOR PROVING THE FULFILMENT OF CONDITIONS

In accordance with Article 77 paragraph 4 of the Law, the tenderer shall prove the fulfilment of the mandatory and additional conditions for participation in the procedure of this public procurement by submitting a Statement (Tenderer Statement Form is given in Part IV Section 3), by which it shall confirm under full financial and criminal liability that it fulfils the conditions for participation in the public procurement procedure referred to in Articles 75 and 76 of the Law and defined by these Tender Documents.

The Statement must be signed by the authorised person of the tenderer and sealed. If the Statement is signed by a person that is not entered in the register as a person authorised for representation, it is necessary to submit a signing authorisation together with the tender.

If the tender is submitted by a group of tenderers, the Statement must be signed by the authorised person of each tenderer from the group of tenderers and sealed.

If the tenderer submits the tender together with a subcontractor, the tenderer must submit a Subcontractor Statement (the Subcontractor Statement Form is given in Part IV Section 3) signed by the authorised person of the subcontractor and sealed.

Prior to making the Decision on Contract Award, the Procuring Entity may request the tenderer whose tender is considered as successful to submit for inspection the original or a certified copy of every proof or some proofs of the fulfilment of conditions.

If the tenderer fails to submit for inspection the original or a certified copy of the requested proofs within a reasonable time allowed, which may not be shorter than 5 days, the Procuring Entity shall reject its tender as unacceptable.

The tenderer shall not be obliged to submit for inspection any proofs that are publicly available on the websites of competent bodies.

The tenderer shall inform the Procuring Entity in writing and without any delay of any change in connection with the fulfilment of the conditions from the public procurement procedure that occurs until the making of the decision or the contract conclusion or for the duration of the public procurement contract, as well as document it in the prescribed manner.
3. TENDERER STATEMENT FORM ON THE FULFILMENT OF THE CONDITIONS REFERRED TO IN ARTICLES 75 AND 76 OF THE LAW

TENDERER STATEMENT
ON THE FULFILMENT OF THE CONDITIONS REFERRED TO IN ARTICLES 75 AND 76 OF THE LAW IN THE PROCEDURE OF LOW-VALUE PUBLIC PROCUREMENT

In accordance with Article 77 paragraph 4 of the Law, I, as the representative of the tenderer and under full financial and criminal liability, hereby give the following

STATEMENT

The tenderer ________________________________ [specify the name of the tenderer] in the procedure of Public Procurement of Services – Organisation of Employee Training in Foreign Investment Promotion No. 11/13, fulfils all the conditions referred to in Articles 75 and 76 of the Law and the conditions defined by the Tender Documents for this public procurement, as follows:

1) The Tenderer is registered with the competent authority and entered in a relevant register;
2) The tenderer and his/her legal representative have not been convicted of a criminal offence as members of an organised criminal group, or of commercial criminal offences, environmental criminal offences, criminal offences of bribe taking or giving, or fraud;
3) The tenderer has not been issued any ban on engaging in a business activity that is in effect at the time of announcing the Invitation to Tender;
4) The Tenderer settled its due taxes, contributions and other public dues in accordance with the regulations of the Republic of Serbia (or a foreign country if it has its seat in the territory of that country);
5) The tenderer has complied with the obligations arising from the current regulations on safety at work, employment, working conditions and environmental protection and guarantees that it is the holder of intellectual property rights;
6) The tenderer fulfils the additional conditions - [specify the additional conditions].

Place: _______________ Tenderer:
Date: _______________ Seal __________________

Note: If the tender is submitted by a group of tenderers, the Statement must be signed by the authorised person of each tenderer from the group of tenderers and sealed.
SUBCONTRACTOR STATEMENT
ON THE FULFILMENT OF THE CONDITIONS REFERRED TO IN ARTICLE 75 OF
THE LAW IN THE PROCEDURE
OF LOW-VALUE PUBLIC PROCUREMENT

In accordance with Article 77 paragraph 4 of the Law, I, as the representative of the subcontractor and under full financial and criminal liability, hereby give the following

STATEMENT

The Subcontractor _______________________________ (specify the name of the subcontractor) in the procedure of Public Procurement of Services – Organisation of Employee Training in Foreign Investment Promotion No. 11/13, fulfils the conditions referred to in Article 75 of the Law and the conditions defined by the Tender Documents for this public procurement, as follows:

1) The Subcontractor is registered with the competent authority and entered in a relevant register;
2) The Subcontractor and his/her legal representative have not been convicted of a criminal offence as members of an organised criminal group, or of commercial criminal offences, environmental criminal offences, criminal offences of bribe taking or giving, or fraud;
3) The tenderer has not been issued any ban on engaging in a business activity that is in effect at the time of announcing the Invitation to Tender;
4) The Tenderer settled its due taxes, contributions and other public dues in accordance with the regulations of the Republic of Serbia (or a foreign country if it has its seat in the territory of that country).

Place: ________________
Date: ________________
Subcontractor
Seal
______________________

Note: If the tender is submitted by a tenderer with a subcontractor, the Statement must be signed by the authorised person of the subcontractor and sealed.
V INSTRUCTION TO TENDERERS ON HOW TO PREPARE THEIR TENDERS

1. INFORMATION ABOUT THE LANGUAGE IN WHICH THE TENDER MUST BE PREPARED AND COMMUNICATION

The language in the public procurement procedure shall be Serbian.
The tenderer shall submit the tender in Serbian or in English.
If, in the procedure of tender examination and evaluation, the Procuring Entity finds that a part of the tender should be translated into Serbian, it shall set a reasonable time for the tenderer within which the tenderer shall translate that part of the tender. In the event of any dispute, the Serbian version of the Tender Documents and tender shall prevail.
Communication with the tenderer shall be conducted by e-mail.
The tenderer's obligation shall be to confirm the receipt of information and documents, immediately after receiving them, to the e-mail address of the contact person of the Procuring Entity: jelena.stojanovic@siepa.gov.rs or by fax to + 381 11 3398 780, with the following note: “Receipt confirmation – Public Procurement no. 11/13”.
The tenderer may not submit its tender and supporting documentation electronically but only in the manner described in Section V item 2 of the Tender Documentation.

2. THE REQUIRED METHOD OF TENDER PREPARATION

The tenderer shall submit the tender directly or by mail in a sealed envelope or box, so that it may be concluded with certainty when opening the envelope/box that it is opened for the first time.
The tenderer’s name and address shall be specified on the back of the envelope or on the box.
If the tender is submitted by a group of tenderers, it should be indicated on the envelope that it is a group of tenderers and the names and addresses of all participants in the joint tender should be specified.
The tender shall be submitted to the following address: “Agencija za strana ulaganja i promociju izvoza RS, Vlajkovićeva 3/V, Beograd, with the following indication: „Ponuda za javnu nabavku usluga – Organizacija trening-obuke za zaposlene iz oblasti promocije stranih ulaganja, JN br. 11/13- NE OTVARATI” (Tender for Public Procurement of Services - Organisation of Employee Training in Foreign Investment Promotion, PP No. 11/13 – DO NOT OPEN). The tender shall be considered as timely if received by the Procuring Entity by 14th October 2013, noon (the Procuring Entity's local time).

Upon receipt of a specific tender, the Procuring Entity shall indicate the time of receipt on the envelope or box containing the tender and record the tender number and date according to the order of arrival. If the tender is delivered directly, the Procuring Entity shall give a tender receipt to the tenderer. The Procuring Entity shall specify the tender receipt date and hour in the tender receipt.
Any tender that the Procuring Entity has not received within the time stipulated for tender submission or that was received after the expiry of the day and hour until which the tenders may be submitted shall be considered untimely.

The tender must include signed and sealed forms included in the Tender Documents:

1. Tender Form (Part VI of the Tender Documents);
2. If the tenderer acts together with subcontractor(s), it must submit the Subcontractor Data Form (Form 3), for each of the subcontractors individually;
3. Tenderer Statement Form on the fulfilment of the conditions referred to in Articles 75 and 76 of the law (Part IV of the Tender Documents);
4. Tender Preparation Cost Form (Part VIII of the Tender Documents);
5. Independent Tender Statement Form (Part IX of the Tender Documents);

If the tenderer fails to submit a completed, signed and sealed Model Contract, it shall be considered that the tenderer does not accept the conditions from the Tender Documents and such tender shall be considered unacceptable and shall be rejected.

If the tenderers submit a joint tender, the group of tenderers may choose that the forms provided in the Tender Documents be signed and sealed by all tenderers from the group of tenderers or the group of tenderers may appoint one tenderer from the group that will sign and seal the forms provided in the Tender Documents, except for the forms that imply giving statements under financial and criminal liability (e.g. the Statement of Independent Tender, the Statement of the Fulfilment of the Conditions Referred to in Articles 75 and 76 of the Law), which must be signed and sealed by each tenderer from the group of tenderers. If the tenderers choose that one tenderer from the group sign and seal the forms provided in the Tender Documents (except for the forms that imply giving statements under financial and criminal liability), this should be defined by an agreement by which the tenderers from the group undertake mutually and in relation to the Procuring Entity to perform the public procurement and which shall be an integral part of the joint tender in accordance with Article 81 of the Law.

3. VARIANT TENDER

Submission of variant tender is not allowed.

4. MANNER OF TENDER ALTERATION, SUPPLEMENTATION AND WITHDRAWAL

Within the tender submission period, the tenderer may alter, supplement or withdraw its offer in the manner specified for tender submission. The tenderer shall clearly specify which part of the tender it alters and/or which documents it subsequently submits.
Tender alteration, supplement or withdrawal should be submitted to the following address: Agencija za strana ulaganja i promociju izvoza RS, Vlajkovićeva 3/V, 11000 Beograd, with the following indication:

„Izmena ponude za javnu nabavku usluga - Organizacija trening-obuke za zaposlene iz oblasti promocije stranih ulaganja, JN br. 11/13- NE OTVARATI” for tender alteration, or

„Dopuna ponude za javnu nabavku usluga - Organizacija trening-obuke za zaposlene iz oblasti promocije stranih ulaganja, JN br. 11/13- NE OTVARATI” for the tender supplement, or

„Opoziv ponude za javnu nabavku usluga - Organizacija trening-obuke za zaposlene iz oblasti promocije stranih ulaganja, JN br. 11/13- NE OTVARATI” for tender withdrawal, or

„Izmena i dopuna ponude za javnu nabavku usluga - Organizacija trening-obuke za zaposlene iz oblasti promocije stranih ulaganja, JN br. 11/13- NE OTVARATI” for tender alteration and supplement.

The tenderer’s name and address shall be specified on the back of the envelope or on the box. If the tender is submitted by a group of tenderers, it should be indicated on the envelope that it is a group of tenderers and the names and addresses of all participants in the joint tender should be specified.

The tenderer may not withdraw or alter its tender after the expiry of the tender submission period.

5. PARTICIPATION IN JOINT TENDER OR AS A SUBCONTRACTOR

The tenderer may only submit one tender.

The tenderer who submitted a tender independently may not simultaneously participate in any joint tender or as a subcontractor, nor may the same person participate in several joint tenders.

The tenderer shall specify in the Tender Form (Part VI) how it submits the tender, i.e. whether it submits the tender independently or as a joint tender or together with a subcontractor.

6. TENDER WITH A SUBCONTRACTOR

If the tenderer submits a tender together with a subcontractor, it shall specify in the Tender Form (Part VI) that it submits the tender together with a subcontractor, including the percentage of the total value that it will entrust to the subcontractor, which may not be higher than 50%, as well as the part of the subject of procurement that it will perform through the subcontractor.

The tenderer shall specify the subcontractor’s name and seat in the Tender Form if it will entrust partial performance of procurement to the subcontractor.

If the Public Procurement Contract is concluded between the Procuring Entity and a tenderer who submitted the tender together with a subcontractor, this subcontractor shall also be specified in the Public Procurement Contract.

The tenderer shall submit proofs of fulfilment of the conditions specified in Part IV of the Tender Documents for the subcontractors, in accordance with the instruction for proving the fulfilment of the conditions (Statement Form in Part IV Section 3).

The tenderer shall be fully responsible to the Procuring Entity for the performance of the obligations arising from the public procurement procedure and for the
performance of the contractual obligations, regardless of the number of subcontractors. The tenderer shall provide the Procuring Entity, upon its request, with access to subcontractors in order to establish if the required conditions have been fulfilled.

7. JOINT TENDER

A tender may be submitted by a group of tenderers. If the tender is submitted by a group of tenderers, an integral part of the joint tender must be an agreement by which the tenderers from the group undertake mutually and in relation to the Procuring Entity to perform the public procurement, which shall contain the information referred to in Article 81 paragraph 4 items 1) through 6) of the Law, meaning the information about:

- the group member that will be the main contractor that will submit the tender and represent the group of tenderers before the Procuring Entity,
- the tenderer that will sign the contract on behalf of the group of tenderers,
- the tenderer that will issue an invoice,
- the account into which the payment will be made,
- the obligations of each tenderer from the group of tenderers for the contract performance.

The group of tenderers shall submit all proofs of fulfilment of the conditions specified in Part IV of the Tender Documents, in accordance with the instruction for proving the fulfilment of the conditions (Statement Form in Part IV Section 3). The tenderers from the group of tenderers shall bear unlimited joint liability towards the Procuring Entity.

A cooperative may submit a tender independently in its own name and on behalf of the cooperative members or a joint tender in the name of the cooperative members. If the cooperative submits a tender in its own name, the cooperative and the cooperative members shall bear liability for the obligations arising from the public procurement procedure and the public procurement contract in accordance with the law. If the cooperative submits a joint tender in the name of the cooperative members, the cooperative members shall bear unlimited joint liability for the obligations arising from the public procurement procedure and the public procurement contract.

8. METHOD AND TERMS OF PAYMENT AND OTHER CIRCUMSTANCES ON WHICH TENDER ACCEPTABILITY DEPENDS

8.1. Requirements regarding payment method, period and terms. The payment period may not be longer than 45 days from the day of service provision, based on the document issued by the tenderer, which confirms the service provision. The payment shall be made into the tenderer’s account. The tenderer shall not be allowed to request any advance payment.

8.2. Requirement regarding service provision period The service provision period shall be 1-3 November.
The service provision location shall be – Belgrade, Serbia.

8.3. Requirement regarding tender validity period
The tender validity period may not be shorter than 30 days from the tender opening date.
In the case of expiry of the tender validity period, the Procuring Entity shall request the tenderer in writing to extend the tender validity period.
The tenderer that accepts the request for extending the tender validity period may not alter the tender.

9. CURRENCY AND METHOD OF PRICE INDICATION AND DENOMINATION IN THE TENDER

The price should be denominated in dinars, with and without the VAT, including all costs that the tenderer incurs in the implementation of this public procurement, and the price net of the VAT shall be taken into account in the tender evaluation.
The tenderer may also denominate the fee for the relevant services in euros. In this case, the middle rate of the National Bank of Serbia on the day when the tender opening procedure began shall be used for conversion into dinars.
In the case that the tenderer provides a discount on the tender price, it must indicate this discount in the tender and include it in the final tender price. No discounts that are not indicated in the tender and included in the final tender price shall be taken into account. If an unusually low price is stated in the tender, the Procuring Entity shall act in accordance with Article 92 of the Law.
If the tendered price includes import duty and other levies, the tenderer shall present this part separately in dinars.

10. INFORMATION ABOUT THE GOVERNMENT BODY OR ORGANISATION, OR THE BODY OR SERVICE OF AUTONOMOUS TERRITORIAL UNIT OR LOCAL GOVERNMENT WHERE TIMELY ACCESS MAY BE OBTAINED TO CORRECT INFORMATION ABOUT TAX LIABILITIES, ENVIRONMENTAL PROTECTION, EMPLOYMENT PROTECTION, WORKING CONDITIONS AND SIMILAR, WHICH ARE RELATED TO THE PERFORMANCE OF THE PUBLIC PROCUREMENT CONTRACT

The information about tax liabilities may be obtained at the Tax Administration of the Ministry of Finance and Economy.
The information about environmental protection may be obtained at the Environmental Protection Agency and the Ministry of Energy, Development and Environmental Protection.
The information about employment protection and working conditions may be obtained at the Ministry of Labour, Employment and Social Policy.

11. PROTECTING THE CONFIDENTIALITY OF THE DATA THAT THE PROCURING ENTITY MAKES AVAILABLE TO TENDERERS, INCLUDING THEIR SUBCONTRACTORS

This procurement contains no confidential information that the Procuring Entity makes available.
12. ADDITIONAL INFORMATION OR CLARIFICATIONS IN CONNECTION WITH TENDER PREPARATION

Any interested party may request from the Procuring Entity, in writing and at the address of the Procuring Entity, Vlajkovićeva 3/V, by e-mail address jelena.stojanovic@siepa.gov.rs, or by fax: +381 11 3398 780, additional information or clarifications in connection with tender preparation, 5 days before the expiry of the tender submission period at the latest.

The Procuring Entity shall deliver a reply in writing to the interested party within 3 (three) days from the date of receipt of the request for additional information or clarifications of the Tender Documents and at the same time publish this information on the Public Procurement Portal and on its website.

Additional information or clarifications shall be sent with a note “Request for Additional Information or Clarifications of the Tender Documents, Public Procurement No. 11/13”.

If the Procuring Entity alters or supplements the Tender Documents 8 days or less before the expiry of the tender submission period, it shall extend the tender submission period and publish a notice on the extension of the tender submission period.

The Procuring Entity may not alter or supplement the Tender Documents after the expiry of the tender submission period.

Phone requests of any additional information or clarifications in connection with tender preparation are not allowed.

The communication in the public procurement procedure shall take place solely in the manner specified by Article 20 of the Law.

13. ADDITIONAL EXPLANATIONS FROM THE TENDERER AFTER TENDER OPENING AND INSPECTION ON THE TENDERER’S AND/OR ITS SUBCONTRACTOR’S PREMISES

After tender opening and during the technical evaluation of the tenders, the Procuring Entity may request the tenderer in writing to provide additional explanations that will help the Procuring Entity in tender examination, evaluation and comparison, and may perform inspection on the tenderer’s and/or its subcontractor’s premises (Article 93 of the Law).

If the Procuring Entity deems that additional explanations are necessary or that it is necessary to perform inspection on the tenderer’s and/or its subcontractor’s premises, the Procuring Entity shall allow reasonable time for the tenderer to act upon the call of the Procuring Entity and enable the Procuring Entity to perform inspection on the tenderer’s, as well as its subcontractor’s premises.

The Procuring Entity may, with the tenderer’s consent, correct any calculation errors observed during the tender consideration after the end of the opening procedure. In the case of any discrepancy between the unit price and the total price, the unit price shall prevail.

If the tenderer does not consent to the correction of calculation errors, the Procuring Entity shall reject its tender as unacceptable.
14. TYPE OF CONTRACT AWARD CRITERIA, CRITERIA ELEMENTS BASED ON WHICH THE CONTRACT SHALL BE AWARDED AND METHODOLOGY FOR ASSIGNING WEIGHTS TO EACH CRITERIA ELEMENT

The selection of successful tender shall be made using the “Lowest tender price” criterion.

15. CRITERIA ELEMENTS BASED ON WHICH THE PROCURING ENTITY SHALL AWARD THE CONTRACT IN THE SITUATION WHERE THERE ARE TWO OR MORE TENDERS WITH EQUAL NUMBER OF WEIGHTS OR EQUAL TENDER PRICE

If two or more tenders have equal lowest tender prices, the tender of the tenderer that offered longer payment period shall be selected as successful.

16. COMPLIANCE WITH THE OBLIGATIONS ARISING FROM CURRENT REGULATIONS

The tenderer shall submit as part of its tender a statement given under criminal and financial liability that it has observed the obligations arising from the current regulations on safety at work, employment, working conditions and environmental protection, as well as that it guarantees that it is the holder of intellectual property rights. (Statement Form in Part IV Section 3).

17. USE OF PATENTS AND LIABILITY FOR VIOLATION OF PROTECTED INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES

Any fee for patent use, as well as the liability for violation of protected intellectual property rights of third parties shall be borne by the tenderer.

18. METHOD AND DEADLINE FOR LODGING REQUESTS FOR PROTECTION OF TENDERERS’ RIGHTS

The Request for Protection of Rights may be lodged by a tenderer or any interested party or business association in their own name. The Request for Protection of Rights shall be lodged with the Republic Commission and submitted to the Procuring Entity. The claimant shall simultaneously deliver the Request for Protection of Rights to the Republic Commission. The Request for Protection of Rights shall be submitted directly, by e-mail jelena.stojanovic@siepa.gov.rs, by fax: +381 11 3398 780, or by registered mail with delivery receipt. The Request for Protection of Rights may be lodged during the entire public procurement procedure against any action of the Procuring Entity, unless otherwise stipulated by the Law. The Procuring Entity shall inform all participants in the public procurement procedure of the submitted Request for Protection of Rights and publish a notice of the submitted request on the Public Procurement Portal within 2 days from the request receipt date at the latest. If the Request for Protection of Rights disputes the type of procedure, the content of the Invitation or of the Tender Documents, the request shall be considered timely if received by the Procuring Entity 3 days prior to the expiry of the tender submission
period at the latest, regardless of the delivery method. In the case of lodging a Request for Protection of Rights, the tender submission period will be suspended. After making the decision on contract award referred to in Article 108 of the Law or a decision on suspension of public procurement procedure referred to in Article 109 of the Law, the deadline for lodging a Request for Protection of Rights shall be 5 days from the decision receipt date.

The Request for Protection of Rights may not dispute any actions of the Procuring Entity taken in the public procurement procedure if the claimant was or could have been aware of the reasons for its lodging prior to the expiry of the tender submission period, but the claimant failed to lodge it before the expiry of this period. If a Request for Protection of Rights was lodged again by the same claimant in the same public procurement procedure, this request may not dispute any actions of the Procuring Entity of which the claimant was or could have been aware when lodging the previous request.

The party submitting of the request for the protection of rights shall pay an administrative tax in the amount of RSD 40,000.00 (current account no: 840-742221843-57, ref. no. 50-016, purpose: Republička administrativna taksa (Republic administrative tax), with an indication of the procurement to which it relates, beneficiary: Budzet RS (RS Budget)).

The procedure for protection of tenderers’ rights is regulated by the provisions of Articles 138-167 of the Law.

19. CONTRACT CONCLUSION DEADLINE

The Public Procurement Contract shall be concluded with the tenderer to which the contract was awarded, within 8 days from the day of expiry of the period for lodging Requests for Protection of Rights referred to in Article 149 of the Law. If only one tender was submitted, the Procuring Entity may conclude the contract before the expiry of the deadline for lodging Requests for Protection of Rights, in accordance with Article 112 paragraph 2 item 5) of the Law.
VI TENDER FORM

Tender No. _______________ dated: _______________ for Public Procurement of Services - Organisation of Employee Training in Foreign Investment Promotion, PP No. 11/13

1) TENDERER DATA

<table>
<thead>
<tr>
<th>Name:</th>
<th></th>
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<tbody>
<tr>
<td>Address:</td>
<td></td>
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<tr>
<td>Company ID Number:</td>
<td></td>
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<tr>
<td>Tax Identification Number (TIN):</td>
<td></td>
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<tr>
<td>Contact Person:</td>
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<tr>
<td>E-mail:</td>
<td></td>
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<tr>
<td>Phone:</td>
<td></td>
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<tr>
<td>Fax:</td>
<td></td>
</tr>
<tr>
<td>Account Number And Bank Name:</td>
<td></td>
</tr>
<tr>
<td>Person Responsible For Signing The Contract</td>
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</tr>
</tbody>
</table>

2) SUBMITS THE TENDER:

<table>
<thead>
<tr>
<th>A) INDEPENDENTLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>B) WITH A SUBCONTRACTOR</td>
</tr>
<tr>
<td>C) AS A JOINT TENDER</td>
</tr>
</tbody>
</table>
**Note:** Circle the tender submission method and enter the information about the subcontractor if the tender is submitted together with a subcontractor or the information about all participants in the joint tender if the tender is submitted by a group of tenderers.

### 3) SUBCONTRACTOR DATA

<table>
<thead>
<tr>
<th></th>
<th>Name:</th>
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<tbody>
<tr>
<td>1)</td>
<td>Address::</td>
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<td></td>
<td>Company ID Number:</td>
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<td>Tax Identification Number (TIN):</td>
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<td></td>
<td>Contact Person:</td>
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</tbody>
</table>

**The percentage of the total value of procurement to be performed by the subcontractor:**

**The part of the subject of procurement to be performed by the subcontractor:**

<table>
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<tr>
<th></th>
<th>Name:</th>
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<td>2)</td>
<td>Address:</td>
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<td></td>
<td>Company ID Number:</td>
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<td>Tax Identification Number (TIN):</td>
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<td></td>
<td>Contact Person:</td>
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</tbody>
</table>

**The percentage of the total value of procurement to be performed by the subcontractor:**

**The part of the subject of procurement to be performed by the subcontractor:**

**Note:**
The “Subcontractor Data” table shall only be completed by the tenderers that submit a tender together with a subcontractor, and if there are more subcontractors than the fields provided in the table, the abovementioned form should be copied in a sufficient number of copies, completed and submitted for each subcontractor.
4) DATA ABOUT PARTICIPANTS IN A JOINT TENDER

<table>
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<tr>
<th></th>
<th>Name:</th>
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<tbody>
<tr>
<td>1)</td>
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<td>Tax Identification Number (TIN):</td>
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<td>Contact Person:</td>
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<td>Tax Identification Number (TIN):</td>
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<td>Contact Person:</td>
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</table>

**Note:**
The “Subcontractor Data” table shall only be completed by the tenderers that submit a joint tender, and if there are more participants in a joint tender than the fields provided in the table, the abovementioned form should be copied in a sufficient number of copies, completed and submitted for each participants in a joint tender.
5) DESCRIPTION OF THE SUBJECT OF PROCUREMENT - Services - Organisation of Employee Training in Foreign Investment Promotion

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Total price net of VAT</td>
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<tr>
<td>Total price incl. VAT</td>
<td></td>
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<tr>
<td>Payment period and method</td>
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<tr>
<td>Tender validity period</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Seal</th>
<th>Tenderer</th>
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<tbody>
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</tbody>
</table>

**Notes:**

The tenderer must complete, seal and sign the Tender Form, by which it confirms that the information stated in the Tender Form is correct. If the tenderer submits a joint tender, the group of tenderers may choose that the Tender form be signed and sealed by all tenderers from the group of tenderers or the group of tenderers may appoint one tenderer from the group that will sign and seal the Tenderer form. If the subject of the public procurement is formed in several lots, the tenderers shall complete the Tender Form for each lot separately.
MODEL CONTRACT
ON SERVICE PROVISION – Organisation of Employee Training in Foreign Investment Promotion

Concluded by and between:
The Procuring Entity **Serbia Investment and Export Promotion Agency**
with a seat in **Belgrade, Vlajkovićeva 3, TIN 104544848, Company ID number: 17788728**
represented by manager Bozidar Laganin.
(hereinafter: PROCURING ENTITY)

and

.................................................................

with its seat in ........................................, address ........................................;
TIN:.................................. Company ID number: ....................................
(herinafter: SERVICE PROVIDER),

Contract basis:
PP No: 11/13
No. and date of Contract Award Decision*:.........................................................
The selected tenderer’s tender No*: ______ of...........................................

**Article 1**

The Parties jointly state that the Service Provider submitted the successful tender in the conducted low-value public procurement No. PP 11/13 in accordance with the Public Procurement Law (Official Gazette of RS, No. 124/2012).

The following tender elements shall be integral parts of the Contract:
- Tender Form (Part VI of the Tender Documents) – Annex 1;
- Type and description of the services that are the subject of the public procurement (Part III of the Tender Documents) – which constitutes Annex 2.

The subject of the Contract shall be the procurement of services - Organisation of Employee Training in Foreign Investment Promotion (hereinafter: Service).

*bider doesn’t fill
Article 2

Organisation of Employee Training in Foreign Investment Promotion referred to in Article 1 of this Contract shall include services according to the type and description of the services that are the subject of the public procurement and that constitute Annex 3 to the Contract:

Article 3

The Service Provider undertakes to provide the services to the Procuring Entity in a conscientious and responsible manner according to the instructions of the Procuring Entity.

The Procuring Entity undertakes to provide the Service Provider with all of the information and documents necessary for the service provision.

Article 4

The Parties agree that the total value of the services referred to in Article 1, which are the subject of this Contract, shall be RSD __________ (in words: ______) net of the VAT or RSD __________ (in words: ______) including the VAT.

The funds referred to in paragraph 1 of this Article shall be paid by the Procuring Entity to the Service Provider into its account No. ____________ with bank ______________, within ________ days from the service provision date.

Article 5

The prices from the tender shall be fixed and unalterable until the end of the service provision.

Article 6

The Service Provider shall perform the services in the period specified by the Type and Description of the Services that Are the Subject of the Public Procurement, which constitutes Annex 2 to this Contract.

Article 7

The Service Provider undertakes to keep confidential all services that are the subject of this Contract for the duration of the Contract, as well as for three years after its expiry and not disclose any confidential information relating to this Contract and the operation of the Procuring Entity without previously obtaining a written approval of the Procuring Entity.

Article 8

The Procuring Entity shall retain the right to terminate the Contract in the event of:
- any unforeseen circumstances because of which the need for the relevant type of services ceases to exist.

This Contract shall cease to apply in the event of:
- its termination by mutual agreement
- written notice by one Party, with a 30-day notice period.

Article 9
The provisions of this Contract may only be altered with a written consent of the Parties.

**Article 10**

The provisions of the Public Procurement Law, the Law on Contracts and Torts, as well as other regulations governing this subject shall apply to all issues not regulated by the provisions of this Contract.

**Article 11**

Any disputes arising during the implementation of this Contract shall be settled amicably by the Parties. Otherwise, the court in Belgrade shall have jurisdiction.

**Article 12**

This Contract is made up in 4 (four) identical counterparts, of which 2 (two) shall belong to each of the Parties.

______________________________  Božidar Laganin

**SERVICE PROVIDER**  **PROCURING ENTITY**

**MANAGER**
In accordance with Article 88 paragraph 1 of the Law, the tenderer [specify the tenderer’s name], hereby submits the total amount and structure of tender preparation costs, as follows in the table:

<table>
<thead>
<tr>
<th>COST TYPE</th>
<th>COST AMOUNT IN RSD</th>
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</table>

**TOTAL AMOUNT OF TENDER PREPARATION COSTS**

The costs of tender preparation and submission shall be borne solely by the tenderer and the tenderer may not request cost compensation from the Procuring Entity. If the public procurement procedure is suspended for reasons on the part of the Procuring Entity, the Procuring Entity shall compensate the tenderer for the costs of sample or model preparation if they were prepared in accordance with the technical specifications of the Procuring Entity, as well as the costs of obtaining security, provided that the tenderer requested compensation for these costs in its tender.

**Note:** Submission of this Form is not mandatory.

Date: Seal Tenderer’s Signature
IX INDEPENDENT TENDER STATEMENT FORM

In accordance with Article 26 of the Law, ______________________________, (tenderer’s name) hereby gives the following:

STATEMENT

OF INDEPENDENT TENDER

I hereby confirm under full financial and criminal liability that I submitted this tender in the procedure of Public Procurement of Services – Organisation of Employee Training in Foreign Investment Promotion No. 11/13, independently, with no agreement with any other tenderers or interested parties.

Date: Seal Tenderer’s Signature

______________________________

Note: In the event of reasonable doubt as to the truthfulness of the statement of independent tender, the Procuring Entity shall immediately inform the organisation responsible for the protection of competition. The organisation responsible for the protection of competition may impose a measure of prohibition to participate in public procurement procedure against the tenderer or interested party if it establishes that the tenderer or the interested party violated the competition in the public procurement procedure within the meaning of the law regulating the protection of competition. The measure prohibiting the participation in public procurement procedure may last up to two years. The violation of competition shall constitute a negative reference within the meaning of Article 82 paragraph 1 item 2) of the Law.

If the tender is submitted by a group of tenderers, the Statement must be signed by the authorised person of each tenderer from the group of tenderers and sealed.