



Pursuant to Article 43, Paragraph 3, and in connection with Article 44 of the Public Procurement Act (The Official Gazette 90/11) (hereinafter: the Act), and in accordance with Articles 2 and 3 of the Regulation on the methodology for drawing up and handling tender documents and tenders (The Official Gazette 10/2012) (hereinafter: the Regulation), the Ministry of the Interior of the Republic of Croatia publishes the

**REQUEST FOR SUBMISSION OF BIDS
SERVICES FROM ANNEX II. B OF THE ACT
SERVICE OF AIRCRAFT MAINTENANCE TECHNICIANS TRAINING**

1. NAME AND SEAT OF THE EMPLOYER, PERSONAL IDENTIFICATION NUMBER (OIB), WEBSITE

REPUBLIC OF CROATIA Ministry of the Interior
Ilica 335
10000 Zagreb
Personal Identification Number (OIB): 36162371878
www.mup.hr
(hereinafter: the Employer)

2. CONTACT DETAILS

Ministarstvo unutarnjih poslova RH (*Ministry of the Interior of the Republic of Croatia*)
Sector za nabavu (*Procurement Sector*)
Ilica 335
10000 Zagreb
Contact person: Zdenka Soldo
T: +385 1 3788 600
F: +385 1 3788 826
E: zsoldo@mup.hr

Communication and every other information exchange between the employer and economic operators will be carried out in writing by means of a mail shipment, telefax, electronically or by combination of those means. The employer may change the request for submission of bids at any time, before the expiry of the term for submitting of bids, for any reason, either at his own initiative, or as a response to the request of the economic operator for additional information and explanations, or according to the order by the State Commission for Supervision of Public Procurement Procedure.

If it is necessary, during the term for submitting of bids, economic operators may ask for additional information and explanations connected with the request for submission of bids. Additional information and explanations will be published, without stating of the details about the bidder which requested them, on the website: www.mup.hr and thereby made available in the same way and on the same website as the basic documentation without stating of the details about the bidder which requested them.

Providing that the request was submitted in time, i.e. at the latest eight (8) days before the final term for submitting of bids, the employer will make the last additional information and explanations connected with the request for submission of bids available at the latest four (4) days before the final term for submitting of bids.

If the employer modifies the request for submission of bids during the term for submitting of bids, he will ensure the availability of the modifications to all the interested economic operators, and he will ensure that the economic operators have at least ten (10) days from the modification to deliver the bids. If it is necessary, the employer will modify or correct the invitation to bid.

3. PROCUREMENT RECORD NUMBER

010/13.

4. LIST OF ECONOMIC OPERATORS WITH WHICH THE EMPLOYER IS IN CONFLICT OF INTEREST

There are no economic operators with which the employer is in conflict of interest in the sense of Article 13 of the Public Procurement Act.



5. TYPE OF THE PUBLIC PROCUREMENT PROCEDURE

Services from Annex II. B of the Act.

6. ESTIMATED VALUE OF THE PROCUREMENT

The estimated value of the subject of procurement is 320,000.00 kuna without VAT. The total payments without the value-added tax from this public procurement procedure will not and must not exceed the stated estimated value of the procurement.

7. TYPE OF THE CONTRACT ON PUBLIC PROCUREMENT

The contract on public procurement of the service.

8. STATEMENT WHETHER A CONTRACT ON PUBLIC PROCUREMENT OR A FRAMEWORK AGREEMENT WILL BE CONCLUDED

The contract on public procurement of the service will be concluded.

9. STATEMENT WHETHER THE ELECTRONIC AUCTION WILL BE CARRIED OUT

The electronic auction will not be carried out.

10. DESCRIPTION OF THE SUBJECT OF PROCUREMENT AND CPV DESIGNATION

The training for aircraft maintenance technicians in the topic "Refresher course on line maintenance of AB/B-206 and AB-212 helicopters".

CPV: 80510000 - 2 specialized training services

11. DESCRIPTION AND DESIGNATION OF GROUPS OF THE SUBJECT OF PROCUREMENT

The subject of procurement is not divided into groups.

12. QUANTITY OF THE SUBJECT OF PROCUREMENT

The quantity is determined by the Cost Estimate as an integral part of this request for submission of bids.

13. COST ESTIMATE

The Cost Estimate is an integral part of this request for submission of bids.

14. PLACE OF EXECUTION OF THE SERVICE

USA, Bell Training Academy

15. TERM OF EXECUTION OF THE SERVICE

The selected bidder undertakes to complete the subject service until 30 June, 2013.

16. REASONS FOR EXCLUDING A BIDDER, AND DOCUMENTS BY WHICH THE BIDDER PROVES THAT THERE ARE NO REASONS FOR EXCLUSION

The public employer is obliged to exclude a competitor or a bidder from the public procurement procedure:

- A. if the economic operator and/or the person authorized to represent the legal person of the economic operator was pronounced a legally valid convicting sentence for one or more of the following criminal offences:** association for the purpose of committing criminal offences,



accepting of bribe in economic operation, giving of bribe in economic operation, abuse of the position and authorizations, abuse of performing of a government authority duty, illegal mediation, accepting of bribe, giving of bribe, fraud, computer fraud, fraud in economic operation or covering of illegally obtained money, i.e. for corresponding criminal offences according to the regulations of the country where the seat of the economic operator is located or the country from which that person comes. For the needs of determining the circumstances from the previous paragraph, the economic operator is obliged to submit in the bid or the application for participation an excerpt from the penal records of the country where the seat of the economic operator is located and/or the country of which the person legally authorized to represent the legal person of the economic operator is a citizen, and, in case it does not exist or it is not possible to obtain it, an equivalent document issued by the competent court or administrative authority in the country where the seat of the economic operator is located, i.e. in the country of which the person legally authorized to represent the legal person of the economic operator is a citizen. Excerpts or documents may not be older than six (6) months reckoning from the day of the beginning of the public procurement procedure. If in the country where the seat of the economic operator is located and/or the country of which the person legally authorized to represent the legal person of the economic operator is a citizen the documents from the previous paragraph are not issued, it is not possible to obtain them or they do not comprise all the criminal offences mentioned above, they may be replaced by a sworn statement or a corresponding statement of the person legally authorized to represent the legal person of the economic operator before the competent court or administrative authority or a notary public or the competent vocational or trade authority in the country where the seat of the economic operator is located and/or the country of which that person is a citizen. The statement may not be older than six (6) months reckoning from the day of the beginning of the public procurement procedure.

- B. if he has not fulfilled his obligation of paying the matured tax liabilities and liabilities for pension and health insurance**, unless a postponement of payment of the mentioned liabilities has been approved to the economic operator in accordance with special regulations. For the needs of proving the circumstances from the previous paragraph, the economic operator is obliged to submit in the bid or in the application for participation the administration's certificate about the balance of the debt or an equivalent document of the competent authority of the country where the seat of the economic operator is located, which may not be older than thirty (30) days reckoning from the day of the beginning of the public procurement procedure. If the document from the previous paragraph is not issued in the country where the seat of the economic operator is located, it can be replaced by a sworn statement or by a corresponding statement of the person legally authorized to represent the legal person of the economic operator before the competent court or administrative authority or a notary public or the competent vocational or trade authority in the country where the seat of the economic operator is located. The statement must not be older than thirty (30) days reckoning from the day of the beginning of the public procurement procedure.
- C. if he has delivered false data during submitting the documents** on the basis of which it is ascertained whether there are reasons for exclusion, and the documents in which the capacity of economic operators is proved. In case of a doubt in the credibility of the data in the enclosed documents or the statements of economic operators from this Article, the public employer may address the competent authorities for the purpose of obtaining the information on the status of those economic operators, and, in case that an economic operator with the seat in another country is in question, the public employer may demand the cooperation of the competent authorities.
- D. if, in the last three years reckoning until the beginning of the public procurement procedure, the economic operator and/or the person legally authorized to represent the legal person of the economic operator have committed a serious professional failure** in the sense of Article 68, Paragraph 7 of the Public Procurement Act, which the employer may prove in any way.

The documents from Items 16.A and 16.B of this documentation, by which the bidder proves that there are no reasons for exclusion, are to be delivered as originals or uncertified photocopies (as an uncertified photocopy is understood an uncertified printout of an electronic document).

The document from Items 16.D of this documentation is to be delivered in the form of a Statement on Professional Performing of Activity, which is an integral part of these bidding documents.

17. CONDITIONS FOR THE BIDDER'S CAPACITY

For the purpose of proving the capacity conditions, the bidders must submit:

- A. Proof of legal and business capacity:** excerpt about registration in the court, crafts, trade or other corresponding register of the country where the seat of the economic operator is located,



while, if they are not issued in the country where the seat of the economic operator is located, the economic operator may submit a statement with the certification of the signature by the competent authority. The excerpt or the statement may be submitted as an uncertified photocopy, a may not be older than three (3) months from the day of the beginning of the public procurement procedure – the day of publishing of the request for submission of bids on the employer's website. The proof is to be submitted as the original or as an uncertified photocopy (as an uncertified photocopy is also understood an uncertified printout of an electronic document).

B. Proof of technical and professional capacity:

a. **Proof of professional qualifications.** The statement of the economic operator that he has at his disposal the persons with the vocational capacity, expert knowledge and experience necessary to carry out the maintenance technicians training, i.e. that the centre in which the training will be held possesses the EASA Part 147 Certificate or the FAA Certificate or the helicopter manufacturer's Certificate (this statement is to be certified and signed by the bidder's authorized person).

The proof is to be delivered as the original or an uncertified photocopy (as an uncertified photocopy is also understood an uncertified printout of an electronic document). By the mentioned proof, the bidder proves that he has at disposal the training and professional persons which will carry out the maintenance technicians training and enable them to acquire the:

- Certificate of Completion of the Refresher Training Course

18. CAPACITY CONDITIONS IN CASE OF A BIDDERS ASSOCIATION

The bidders association is an association of several economic operators which has delivered a common bid in time.

For the needs of submitting a bid, the legal form of the bidders association need not be determined, but after the selection of the bids, the employer may ask from the bidders association a specific legal form in the measure in which that is necessary for satisfactory execution of the contract. The responsibility of the bidders from the bidders association is solidary. In case of a bidders association, the circumstances from Items 16.A, 16.B and 16.C of this request for submission of bids are stipulated for all the association members individually.

For the purpose of proving the capacity conditions, all the members of the bidders association are obliged to deliver individually the proof of the legal and business capacity in accordance with Item 17.A of this request for submission of bids.

For other capacity proofs, the economic operators from the bidders association may, as necessary, rely on the capacity of members of the bidders association or other economic operators.

19. CONTENTS AND THE WAY OF PREPARING THE BIDS

The bid contains:

- A. bid contents
- B. Bidding Sheet and the enclosure to the Bidding Sheet in case of a bidders association, certified by the bidder's authorized person
- C. documents by which the bidder proves that there are no obligatory reasons for exclusion
- D. required capacity proofs
- E. Bid Bond
- F. Cost Estimate certified by the bidder's authorized person
- G. Contract Proposal certified by the bidder's authorized person
- H. other items required in the bidding documents (statements).

The bid is prepared in such a way that it makes a whole, and, if due to the extent or other objective circumstances, the bid may not be prepared in such a way that it makes a whole, then it is to be prepared in two or more parts. The bid is to be bound together by the ribbon binding in such a way that subsequent removing or inserting of sheets of the bid and each of its part is prevented.

Parts of the bid, such as a sample which cannot be bound, are to be marked by the bidder by a name and listed in the bid contents as a part of the bid.

If the bid is composed of several parts, the bidder must state in the contents how many parts the bid consists of.

The pages of the bid are marked by a number in such a way that the ordinal number of the page and the total number of the pages of the bid is visible. When the bid is made of several parts, the pages are to be



marked in such a way that each next part starts with the ordinal number that continues on the ordinal number of the page in which the previous part ends. If a part of the bid has been originally numbered, the bidder need not renumber that part of the bid.

The bids are to be written in indelible ink or written by an indelible printout. The corrections in the bid must be marked in such a way that they are visible. Beside the date of the correction stated, the corrections must be certified by the bidder's signature.

The bidders are not allowed to modify, correct, supplement or delete the original text provided by the employer by this Request, or make interventions in it in any other way, because, on the contrary, their bid will not be taken in consideration.

The bid must include the original Cost Estimate, which is a part of this Request, completely filled in and enclosed to it. Each page of the Cost Estimate is to be certified by the bidder's signature and stamp.

20. WAY OF DELIVERY

The bids are to be delivered directly to the Records Office of the employer to the General Secretariat (*Glavno tajništvo*) or by a registered mail shipment to the address of the employer, in a closed envelope which must bear the bidder's name and address for the purpose of recording the bid or returning of the unopened bid to the bidder in case of a delayed bid, and the address and the designation with the following contents:

MINISTARSTVO UNUTARNJIH POSLOVA
(MINISTRY OF THE INTERIOR)
SEKTOR ZA NABAVU
(SECTOR FOR PROCUREMENT)
ILICA 335
10000 ZAGREB
PONUDA ZA NADMETANJE
(BID FOR BIDDING)
USLUGA TEČAJA ZRAKOPLOVNIH TEHNIČARA
(SERVICE OF AIRCRAFT MAINTENANCE
TECHNICIANS TRAINING)
EV.BR. (FILE NO.) 010/13
NE OTVARAJ
(DO NOT OPEN)

The bidder decides on the way of the delivery of the bid by himself and he bears the risk of an eventual loss, i.e. untimely delivery of the bid himself.

The modification and/or supplement of the bid is to be delivered in the same way as the basic bid with the obligatory designation that a modification or a supplement of the bid is in question.

21. ALTERNATIVE BIDS

Alternative bids are not allowed.

22. WAY OF THE ELECTRONIC DELIVERY OF THE BID

The electronic delivery of the bid is not allowed.

23. WAY OF DETERMINING THE PRICE OF THE BID

The bidder delivers the bid with the prices in kuna and is obliged to offer all the items of the Cost Estimate. The price of the bid is to be written in numbers.

The bidder is obliged to offer, i.e. enter the unit prices rounded off to two decimals and the prices for each item (also rounded off to two decimals), in the way as it is determined in the Cost Estimate, and the price of the bid without VAT, VAT and the price of the bid with VAT included.

The price of the bid without VAT must include all the dependent costs and discounts.

The unit prices, as well as the bid price are firm and unchangeable during the term of the Contract.

All the costs arising above the declared prices shall be covered by the bidder himself.



24. THE CURRENCY IN WHICH THE PRICE OF THE BID IS GIVEN

The price of the bid is given in Croatian kuna.

25. CRITERION FOR SELECTION OF THE BID

The criterion for selection of the bid is the lowest price. In case that two or more bids are equally ranked according to the selection criterion, in accordance with Article 96, Paragraph 5 of the Public Procurement Act, the employer will select the bid which was received earlier.

26. LANGUAGE AND ALPHABET IN WHICH THE BID IS PREPARED

The bid, together with the belonging documentation, is to be made in Latin alphabet and in the Croatian language. Exceptionally, a part of the accompanying documentation may be in another language too, but, in that case, the translation of an authorized court interpreter from the source other language to the Croatian language must be enclosed.

27. THE VALIDITY TERM OF THE BID

The validity term of the bid is at least sixty (60) days from the expiry of the term for submitting of bids. On the basis of Article 93, Paragraph 1, Item 4 of the Public Procurement Act, the employer will reject the bid with the option term shorter than the required one.

28. PROVISIONS WHICH REFER TO THE BIDDERS ASSOCIATION

If the bid is submitted by the bidders association, the bid must contain the name and the seat, address, Personal Identification Number (OIB) (or the national identification number according to the country in which the seat of the economic operator is located), account number, mailing address, e-mail address, contact persons, telephone number and fax number, for each member of the bidders association with the obligatory designation of the bidders association member which is authorized for communication with the employer.

29. PROVISIONS WHICH REFER TO SUBCONTRACTORS

If the bidder intends to subcontract a part of the public procurement contract to one or more subcontractors, then he must state in the bid the details about the part of the public procurement contract that he intends to subcontract, and the details about the subject, quantity, value, place and term of providing the service that will be performed by a particular subcontractor, as well as the details on the subcontractor himself (name, company name, abbreviated company name, seat, Personal Identification Number (OIB) and account number).

Participation of the subcontractors does not affect the bidder's responsibility for execution of the public procurement contract.

If a part of the public procurement contract is subcontracted, then the service to be carried out by the subcontractor will be paid by the employer directly to the subcontractor. In connection with that, the selected bidder is obliged to enclose to his account the accounts of his subcontractors that he has previously confirmed.

During the execution of the public procurement contract, the selected bidder may change the subcontractors for that part of the public procurement contract which he subcontracted only with the consent of the public employer. If the subcontractor is changed after the public procurement contract has been concluded, providing that the public employer has agreed to that, the selected bidder must deliver the details for the new subcontractor to the employer within the term of 5 days from the day of the consent.

If the bidder does not deliver the details on the subcontractor, it is considered that he will carry out the subject of procurement by himself.

30. GUARANTEES

- A. Bid Bond.** The bidder is obliged to submit with the bid the bank bid bond guarantee in the amount of 15,000.00 kuna for the whole subject of procurement. The bank bid bond guarantee must



contain the name of the bidding for which it is issued and the procurement record number of the employer. The bank guarantee must be valid until the expiry of the bid validity term and it must contain the obligation that the bank will pay the amount of the guarantee at first call and without objection in case of:

- a. desisting of the bidder from his bid within the term of its validity
- b. submitting of false details in the sense of Article 67, Paragraph 1, Item 3 of the Public Procurement Act
- c. failure to deliver the originals or certified photocopies in accordance with Article 95, Paragraph 4 of the same Public Procurement Act, and
- d. refusal to sign the public procurement contract.

The employer is obliged to return the bid bond to the bidders immediately after the completion of the public procurement procedure that ends with the day when the decision on the selection becomes executive, i.e. after the expiry of the grace period (10 days from the day of the delivery of the decision on selection or annulment). If the validity term of the bid expires, the public employer must ask the bidders to prolong the validity term of the bid and bid bond guarantee in accordance with that prolonged term.

- B. Performance bond.** In case of selection of his bid, the bidder is obliged to deliver the performance bond guarantee within the term of 10 (ten) days from the day of signing of the contract. The bank guarantee must be valid 60 days longer than the contracted term of the contract and it must contain the obligation that the bank will pay the amount of the guarantee at first call and without objection in the amount of 10% (ten percent) of the total value of the contract with the belonging VAT without an increase, with the legal penalties at the rate determined in accordance with Article 29 of the Civil Obligations Act. The performance bond is handed over at the moment of signing of the contract. The performance bond will be collected in case of a violation of the contract obligations. If the performance bond will not be collected, the beneficiary will return it to the selected bidder after the expiry of the contract. In the bid, this proof is submitted in the form of a statement of the economic operator that, in case that his bid is selected as the most favourable, he will deliver the performance bond within the term of 10 (ten) days from the day of signing of the contract, with all the elements mentioned above. The statement is to be submitted as the original and it must be certified by a seal and signed by the person authorized to represent the economic operator.

31. DATE, TIME AND PLACE OF DELIVERY OF BIDS AND PUBLIC OPENING OF BIDS

Regardless of the way of the delivery, the bid must be received by the employer, at the address from Item 20 of this request, at the latest until 27 March, 2013, until 12:00 hours (12:00 a.m.). At 12:00 hours, at the same time with the expiry of the term for submitting of bids, opening of bids starts, which is not public.

All the bids that are received by the employer after the expiry of the term for submitting of bids will be marked as bids that arrived late and they will be returned to the economic operator unopened.

32. TERM FOR MAKING THE DECISION ON SELECTION

The term for making the decision on selection or annulment is 30 days from the day of the expiry of the term for submitting of bids.

33. TERM, WAY AND CONDITIONS OF PAYMENT

The term of payment is thirty (30) days from the day of the receipt of the invoice to the employer's Record Office.

34. OTHER DETAILS WHICH EMPLOYER CONSIDERS NECESSARY

The employer may change the request for submission of bids before the expiry of the term for submission of bids at any moment, for any reason.

The request for submission of bids with the belonging Cost Estimate are made available on the employer's website on which the Request for submission was published, www.mup.hr. The details on the persons that requested to check or took over the bidding documents will be kept as a secret. The request for submission of bids is the property of the employer and the bidder may use it exclusively for the purpose of preparing the bid for this bidding and he may not cede it to others and use it for other purposes.

The bidder must study all the instructions, forms, conditions and details from the request for submission of



bids. The bidder bears the risk and his bid may be rejected if he does not state all the necessary details required or if he does not deliver the proofs required by the request for submission of bids or if the bid he submits does not meet the conditions from the request.

The bidder may deliver only one bid for the whole subject of procurement. The bidder which submitted the bid individually may not participate in a common bid at the same time.

The Contract Proposal is an integral part of the request for submission of bids.

The Contract Proposal must be certified by a stamp and signed by the authorized person of the bidder.

If an unusually low price of the bid or an unusually low unit price is stated in the bid, which raises a doubt about the possibility of the performing the service that is the subject of procurement, the employer may reject such a bid. Before rejecting /accepting a bid, the employer will request, in writing, an explanation with the details on the integral elements of the bid which he considers important for execution of the contract.

The employer will check the details on the integral elements of the bid from the bidder's explanation, taking in account the submitted proofs.

After ranking the bid according to the criterion for selection of the bid, and before making the decision on the selection, the employer will ask the most favourable bidder with which he intends to conclude the contract on public procurement to deliver the originals or certified photocopies of all those documents (certificates, deeds, excerpts, authorizations, etc.) that were required, and which are issued by the competent authorities. If the economic operator submitted certain documents as originals or as certified photocopies in the bid, he is not obliged to deliver them again.

The originals or certified photocopies of documents need not correspond to the previously delivered uncertified photocopies of documents, for example, regarding the date of issuing, i.e. how old they are, but the economic operator must prove by them that he still meets the conditions which the employer determined in the public procurement procedure.

If the most favourable economic operator does not submit all the required originals or certified photocopies of documents in the given term and/or does not prove that he still meets the conditions determined by the employer, the employer will exclude such a bidder, i.e. reject his bid. In that case, the employer will carry out new ranking of the bids according to the criterion for selection without taking the bid of the bidder he excluded, i.e. the bidder whose bid he rejected in consideration, and he will call the next most favourable bidder from the ranking procedure to submit what is required.

The cost of preparing and submitting the bid will be covered by the bidder completely.

The bids and the documentation enclosed to the bid, except for the bid bond guarantees, are not returned except in case of a late bid and desisting of the bidder from the unopened bid.

If the economic operator designates specific data from the bid as a business secret, he is obliged, on the basis of Article 16, Paragraph 2 of the Public Procurement Act, to state the legal basis on which those details are secret. In accordance with Article 16, Paragraph 3 of the Public Procurement Act, in public procurement procedures, economic operators may not designate as secret the data about the unit prices, the amounts of a particular item, the bid price, and the data from the bid connected with the criterion for selection of the bid.

35. INSTRUCTION ON LEGAL REMEDY

An appeal may be lodged by every physical person, legal person and an associate of physical and/or legal persons which has or had legal interest in getting the contract and which suffered or could suffer a damage from the alleged violation of subjective rights. An appeal may also be lodged by the Central Government Administration Body competent for the public procurement system and the competent State Attorney's Office.

In accordance with Article 145 and 146 of the Public Procurement Act, the appeal is to be submitted to the **State Commission for Supervision of Public Procurement Procedure (*Državna komisija za kontrolu postupaka javne nabave*)**, Koturaška cesta 43/IV, 10000 Zagreb, in writing within the term of five (5) days from the day of:

- A. publication of the invitation to bid regarding the contents of the request for submission of bids and the additional documentation, if it exists,
- B. publication of a modification of the request for submission regarding the contents of the modification of the documentation,
- C. the procedure of checking, evaluation and selection of bids,
- D. the receipt of the decision on the selection or the decision on the annulment regarding the procedure of checking, evaluation and selection of bids, i.e. the reasons for the annulment.

The appeal must contain at least the details mentioned in Article 159 of the Public Procurement Act.

Simultaneously with submitting of the appeal to the State Commission, the appellant is obliged to deliver a copy of the appeal to the employer as well, in the manner that can be proved.



ENCLOSURE:

- I. Bidding Sheet
- II. Annex I to the Bidding Sheet in case of a common bid
- III. Annex II to the Bidding Sheet in case of ceding a part of the contract to subcontractors
- IV. Cost Estimate
- V. Contract Proposal
- VI. Statement on Professional Performing of Activity
- VII. Authorization for representation and participation in public opening of bids



Bidding Sheet no. _____

Name and seat of the employer:	Republika Hrvatska (<i>Republic of Croatia</i>) Ministarstvo unutarnjih poslova (<i>Ministry of the Interior</i>) Ilica 335 10000 Zagreb Personal Identification Number (OIB): 36162371878
Details on the subject of procurement:	The training for aircraft maintenance technicians in the topic "Refresher course on line maintenance of AB/B-206 and AB-212 helicopters" The value estimated by the employer: HRK 320,000.00 (without VAT)
Details on the bidder ¹ :	
Name of the bidder	
Seat of the bidder	
Address of the bidder	
Registration number (MB)	
Personal Identification Number (OIB) ²	
Account number	
Statement whether the bidder is in the value-added tax system (encircle)	YES NO
Statement on whether subcontractors are participating (encircle)	YES NO
Mailing address	
E-mail address	
Authorized person for signing of the contract by the bidder	
Person for contact with the employer	
Telephone number	
Telefax number	

¹ If a bidders association is in question, then the Bidding Sheet contains the details for every member of the bidders association with the obligatory designation of the association's member authorized for communication with the employer.

² Or the national identification number according to the country in which the seat of the economic operator is located, if applicable.



Annex I to the Bidding Sheet in case of a common bid⁵

Details on the bidder from the bidders association ⁶ :	
Name of the bidder	
Seat of the bidder	
Address of the bidder	
Registration number (MB)	
Personal Identification Number (OIB) ⁷	
Account number	
Statement whether the bidder is in the value added tax system (encircle)	YES NO
Mailing address	
E-mail address	
Authorized person for signing of the contract by the bidder	
Person for contact with the employer	
Telephone number	
Telefax number	

⁵ The number of enclosures to the Bidding Sheet depends on the number of the members of the bidders association.

⁶ If a bidders association is in question, then the Bidding Sheet contains the details for every member of the bidders association with an obligatory designation of the member of the bidders association which is authorized for communication with the employer.

⁷ Or the national identification number according to the country in which the seat of the economic operator is located, if applicable.



Annex II to the Bidding Sheet in case of ceding a part of the contract to subcontractors⁸

Details on the subcontractor:	
Name of the subcontractor	
Seat of the subcontractor	
Address of the subcontractor	
Registration number (MB)	
Personal Identification Number (OIB) ⁹	
Account number	
Statement whether the bidder is in the value-added tax system (encircle)	YES NO
Mailing address	
E-mail address	
Authorized person for representation of the subcontractor	
Person for contact with the employer	
Telephone number	
Telefax number	
Part of the procurement to be delivered by the subcontractor	
Quantity	
Value	
Place/places	

⁸ The number of enclosures to the Bidding Sheet depends on the number of subcontractors.

⁹ Or the national identification number according to the country in which the seat of the economic operator is located, if applicable.



COST ESTIMATE

Ord. no.	Description of goods/service	Unit of measure	Quantity	Unit price ¹⁰	Total price ¹¹
	1	2	3	4	5 (3 x 4)
1.	The training "Refresher course on line maintenance of AB/B-206 and AB-212 helicopters" for aircraft maintenance technicians Term:	Employee	6		
2.	The training "Refresher course on line maintenance of AB/B-206 and AB-212 helicopters" for aircraft maintenance technicians Term:	Employee	6		
	IN ALL HRK without VAT in numbers				

The place of execution of the service/name and address of the economic operator: _____

Bidder:

(print the name and surname of the bidder's authorized person)

Signature and stamp

¹⁰ Expressed in HRK without VAT

¹¹ Expressed in HRK without VAT



CONTRACT PROPOSAL

REPUBLIC OF CROATIA, MINISTRY OF THE INTERIOR, Ilica 335, 10000 Zagreb, Personal Identification Number (OIB) 36162371878, represented by the Minister Ranko Ostojić, (hereinafter the Employer) and

_____ ,
(hereinafter: the Supplier)
have concluded the following:

CONTRACT FOR SERVICE OF AIRCRAFT MAINTENANCE TECHNICIANS TRAINING

SUBJECT OF CONTRACT

Article 1

The Contract is concluded on the basis of the final and executive Decision of the Employer on selection of the Supplier's bid, FILE NUMBER: _____ of _____ 2013, made in the procedure of concluding a contract on public services from Annex II. B of the Act, procurement record number 010/13, published on the website of the Ministry of the Interior of the Republic of Croatia.

This Contract stipulates the mutual relationships, rights and obligations of the Supplier and of the Employer in performing the tasks during the given time, all in accordance with the bidding documents in the subject public procurement procedure for the service of aircraft maintenance technicians training (hereinafter: the Service) and the Supplier's Bid number _____ of _____.

The Bidding Sheet and the Cost Estimate, filled in and signed by the Supplier, are enclosed to this Contract and make its integral part.

TYPE, TERM, PLACE AND WAY OF EXECUTION

Article 2

The Supplier undertakes to provide the service for the Employer in accordance with all the requirements mentioned in the Request for Submission of Bids and the Bid within the term up to 30 June, 2013.

The Supplier undertakes to carry out the service at the address of Bell Training Academy, USA.

The Supplier undertakes to issue the Certificate of Completion of Refresher Training Course for the service of aircraft maintenance technicians training upon the completion.

The Supplier is completely responsible for execution of the service which is the subject of this Contract.

The Supplier undertakes to announce the training service in writing at the latest 5 (five) days before its beginning.

If the Supplier does not carry out the service in the mentioned term, the Employer may terminate the contract and demand the indemnity.

Article 3

The Supplier undertakes to deliver the service which is the subject of this Contract in the term mentioned in Article 2 of this Contract. If the Supplier does not carry out the service in the contracted term by his fault, the Employer reserves the right to claim the penalties in the amount of 1% of the total value of the contracted service, for each day of the delay, providing that the total amount of the penalties may not exceed 10% of the contracted value of the service.

If the contract penalty reaches the amount of the maximum penalties, the Employer is entitled to terminate the contract without harmful consequences or, at his option, determine a new term for execution of the service.

The Supplier is obliged to pay the contract penalty within the term of 15 days from the receipt of the written



request of the Employer.

The Supplier undertakes to carry out the service per this Contract with the full responsibility and in actual cooperation with the Employer, observing the requirements and orders of the Employer as much as possible, except in cases that such requirements, i.e. orders threaten the successfulness of execution of the contracted obligations or cause additional expenses beyond the contracted ones.

PRICE, TERM AND WAY OF PAYMENT

Article 4

The total price of the contracted service from Article 1 and Article 2 of this Contract, in accordance with the prices from the Supplier's bid no. _____ of _____ 2013 and the bid Cost Estimate, which are enclosed to and make an integral part of this Contract, amounts to:

HRK without VAT in the amount of:

(say)

VAT 25% in the amount of:

(say)

and HRK with VAT included in the amount of:

(say)

The contracted price from the previous paragraph of this Article includes all the expenses of the Supplier connected with delivery of the service from this Contract. The contracted unit prices from the bid Cost Estimate are unchangeable for the whole period of duration of this Contract. The total contracted price comprises an eventual increase of the prices of elements on the basis of which it was determined as well. The possibility of a change of the prices due to the change of the foreign currency rate of exchange in relation to Croatian kuna (foreign currency clause) is excluded. It is supposed that the Supplier has studied the applicable regulations in the Republic of Croatia that refer to his operation, particularly those that refer to his obligations of paying the charges, tax (beside VAT) and other dues, and that he will not and may not ask for a modification of the total contracted price on the basis of those. The value-added tax for the performed subject services will be calculated according to the applicable legal regulations.

The Employer will pay to the Supplier for the actually delivered service.

The Supplier's invoice contains all the legal elements of an invoice: the place of issuing, the number and date, the name (company name), the address and the Personal Identification Number of the Supplier, the name (company name), the address and Personal Identification Number of the Employer, the quantity and the name of particular items of the delivered services, the date of the delivery, i.e. of the performed service, the amount of the price classified by the tax rate, the amount of the tax classified by the tax rate and the total amount of the fee and the tax, the reference to the number of this Contract, and a detailed specification of the services corresponding to the description and the specification of the services defined by this Contract.

Payment is carried out by the remittance to the Supplier's gyro account _____ opened with _____, within the term of 30 days from the day of receiving the invoice to the record office, all under the important condition that the Performance Bond from Article 5 of this Contract has been previously delivered to the Employer. There will be no payments in favour of the Supplier before the contracted Performance Bond has been delivered to the Employer.

As good performance of the contract is understood performance of all the Supplier's obligations from the



contract, i.e. that the contracted service is carried out in the contracted quality and in the contracted term, and that eventual shortcomings are completely eliminated.
The down payment is excluded, as well as requesting the payment security instruments.

PERFORMANCE BOND

Article 5

The Supplier is obliged to submit to the Employer, within the term of 10 days from the day of concluding of this Contract, an irrevocable and unconditional bank guarantee payable in favour of the Employer at first call and without objection to the amount of 10% (ten percent) of the total contracted price without VAT with the validity until the final execution of the contract.

OBLIGATIONS OF CONTRACT PARTIES

Article 6

The Supplier undertakes to:

- deliver and carry out the subject of the contract in accordance with this Contract;
- inform the responsible person of the Employer duly and in time, at his request, about all the relevant actions in connection with preparing and execution of the subject of the contract and fulfillment of the contract obligations;
- carry out the obligations taken over by this Contract professionally and with quality in accordance with the rules of the trade and the applicable laws and regulations and the technical regulations of the Republic of Croatia;
- to carry out the subject of the contract in terms and in the way determined by Article 2 of this Contract, and to ensure the professional personnel with the experience and profile adequate to the extent, dynamics and other specific qualities necessary for execution of this Contract;
- in case that the Supplier does not deliver the contracted service according to the defined Bid and the description of the activities and/or delivers the incorrect and poor quality service, at the substantiated request of the Employer, the Supplier will eliminate the shortcomings/defectiveness and submit the Report without shortcomings, while the costs incurred by the Employer on the basis of such proceeding go completely at the expense of the Supplier.

The Employer undertakes to:

- cooperate with the Supplier with the goal of timely and quality execution of the tasks which are the subject of this Contract;
- monitor and coordinate the work of the Supplier, with the goal of timely and quality execution of the subject of procurement. The Employer is obliged to acquaint the Supplier in time with all the relevant information and regulations which refer to the subject of this Contract, which are important for successful execution of the contracted obligations, and to deliver to him the available documentation in connection with that;
- in case that a detail or information important for successful execution of the contracted obligations is missing, the contract parties will meet for the purpose of resolving the arisen situation and make the Minutes about that, in which they will state in detail the arisen difficulties, and undertake in good faith all the reasonable measures for urgent elimination of the arisen difficulties.

SUPERVISION

Article 7

For execution of mutual obligations and coordination of the tasks that are the subject of this Contract, the contract parties appoint as their authorized persons: _____, on the part of the Employer and _____, on the part of the Supplier.

The contract parties agree that the Employer reserves the right of giving proposals, instructions and remarks to the Supplier regarding the execution of the contracted tasks.

The contract parties undertake to the mutual communication in writing or by electronic mail.



SECRECY OF DATA

Article 8

The Supplier undertakes to keep all the information he learns during the realization of this Contract in secret, i.e. not to give them for insight to third persons, duplicate them, use them or distribute them for other purposes, on the whole or in particular parts, except for the purpose of realization of this Contract. This obligation of the Supplier remains permanently even after the expiry of this Contract.

TERMINATION OF CONTRACT

Article 9

The contract parties agree that the validity of the contract may be terminated before the expiry of the validity term upon the agreement of both contract parties or in case of an onset of the following circumstances:

- if it is not possible to carry out the contract obligations due to Force Majeure;
- in case of a violation of the provisions of this Contract by one of the contract parties, and if the consequences of the violation have not been eliminated within the term determined in a written reminder by the other contract party, whereby the contract is terminated immediately upon the receipt of the written notification about the termination of the contract.

In case of a termination of this Contract, the Supplier undertakes to carry out the activities taken over in such a way that the Employer may take them over and transfer them to another supplier for execution. In case of unfulfilment, as it was mentioned, the Employer is entitled to cede the completion of the tasks taken over to another supplier at the expense of the Supplier.

In case of a termination of this Contract before the expiry of the validity term of the contract, the contract parties retain all the rights and obligations that arose during the validity of the contract.

FINAL PROVISIONS

Article 10

The Supplier guarantees and undertakes that he has not committed, nor has anybody, according to his knowledge, committed any of the following deeds, and that he will not commit, nor that any person that acts according to his knowledge or consent, will commit any of the following deeds, which are:

- offering, giving, receiving or asking for any inappropriate benefit by which he would influence the actions of a person in public or government service or function, i.e. a director or an employee of a public institution or company, i.e. a director or an employee of an international public organization, i.e. an official, officer or employee in public service, in connection with a procurement procedure or execution of a contract.
- any deed by which the procurement procedures or execution of a contract are inappropriately affected, or by which efforts are made to do so at the expense of the Employer, including also a secret agreement of the Supplier.

The Supplier undertakes to advise the Employer if he learns about any information or fact which indicates the possibility that any of the mentioned deeds has been committed.

Article 11

The contract parties will solve all eventual disputes arisen from this Contract by mutual agreement, and, if they do not succeed in that, the disputes will be solved by the competent court in Zagreb.

Article 12.

The Employer and the Supplier have agreed that all that has not been specifically stated in this Contract shall be governed by the corresponding provisions of the applicable regulations.



Article 13.

This Contract enters into force upon signing by authorized representatives of both contract parties.
This Contract is made in 5 (five) identical copies, from which each copy has the force of the original, 3 (three) of which are for the Employer, and 2 (two) for the Supplier.

In Zagreb, _____.

NUMBER: 511-01-165-

The Supplier

The Employer

Integral parts of this Contract are:

- 1) Bidding Sheet of the Supplier with the bid Cost Estimate

The Employer delivers the contract to:

- 1) Sektor za nabavu (*Procurement Sector*)
- 2) Sektor za financije i proračun (*Finance and Budget Sector*)
- 3) To the internal organizational unit which submitted the order for initiation of the subject public procurement procedure



STATEMENT ON PROFESSIONAL PERFORMING OF ACTIVITY

For the purpose of proving that there is no reason for exclusion from the public procurement procedure of the Employer the Republic of Croatia, the Ministry of the Interior, Ilica 335, 10000 Zagreb, with the procurement record number 010/13, published on the webpage of the public employer on _____ 2013, I declare, under penal and material liability, that neither against the person authorized for representation of the economic operator:

Name and surname of the authorized person:

Date and place of birth of the authorized person:

Personal Identification Number (OIB) of the authorized person:

nor against the economic operator:

Name of the economic operator:

Seat and address of the economic operator:

Personal Identification Number (OIB) of the legal person / of the economic operator:

has been pronounced a legally valid convicting sentence for any deed that refers to performing of the professional activity according to the regulations of the country where the seat of the economic operator and the person authorized for representation of the economic operator is located in the last three years reckoning until the beginning of the public procurement procedure.

In _____, on _____.

Name and surname of the authorized person for representation of the economic operator:

Signature of the authorized person for representation of the economic operator:
