

Tender documents
for public procurement of services: services in the field of culture - performance within the CEBEF`s
concert season
in negotiated procedure without public invitation to bid
Public procurement number 09/2017

Tender documents for public procurement of services: for public procurement of services: services in the field of culture - performance by DEUTSCHES KAMMERORCHESTER BERLIN and Avi Avital within the CEBEF`s concert season in negotiated procedure without public invitation to bid in public procurement number 09/2017, pursuant to Article 36, paragraph 1, item 2 of the LPP

Pursuant to Article 36 paragraph 1, item 2) of the Law on Public Procurement (RS Official Gazette, No's 124/2012, 14/2015 and 68/2015), hereinafter: LPP, and Article 5 of the Rules on Mandatory Elements of Tender Documentation in Public Procurement Procedures and the Manner of Proving the Fulfillment of Requirements (RS Official Gazette, No 86/2015), and in accordance with the Opinion of the Public procurement office on the merits of applying the negotiated procedure without public invitation to bid number No 404-02- 608/17 of 2nd of March 2017, decision on Initiating the Public Procurement Procedure No 881 of 23.03.2017 and Decision on the Formation of Public Procurement Committee No 882 of 23.03. 2017, the following was prepared:

TENDER DOCUMENTS

for public procurement of services: services in the field of culture - in the field of culture - performance by DEUTSCHES KAMMERORCHESTER BERLIN and Avi Avital within the CEBEF's concert season

in negotiated procedure without public invitation to bid

public procurement number 09/2017

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1 GENERAL INFORMATION ON PROCUREMENT

1.1 Name, address and website of the contracting authority:

Belgrade festivals center

Address: Svetogorska Street bb, Belgrade

www.cebef.rs

1.2 Type of public procurement procedure: Negotiated procedure without public invitation to bid, pursuant to Article 36, paragraph 1, item 2) of the LPP and the positive opinion of the Public Procurement Office No No 404-02- 608/17 of 2nd of March 2017

1.3 Public procurement subject matter: **services in the field of culture - performance by DEUTSCHES KAMMERORCHESTER BERLIN and Avi Avital within the CEBEF`s concert season**

Common procurement vocabulary: 92312140 - Orchestral entertainment services, 92312250 - Services provided by individual artists

1.4 This is not a reserved public procurement.

1.5 There will be no electronic auction.

1.6 Contact: ana.butric@cebef.rs, each business day (Monday – Friday), from 09.00 to 17.00 hours

1.7 Data on the person invited to submit its bid and the reasons for inviting this person:

Impresariat Simmernauer GmbH , Berlin , Germany, Kurfürstendamm 211 : D-10719, VAT: DE 166891040 as according to the submitted confirmation, it is the only bidder that can execute the subject procurement, since it has the exclusive and sole right to represent, negotiate, solicit, contract, and conclude agreements and accept fees and other payments on behalf and in the name of DEUTSCHES KAMMERORCHESTER BERLIN and Avi Avital.

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2 TYPE, TECHNICAL CHARACTERISTICS, QUALITY, QUANTITY AND DESCRIPTION OF THE SERVICES

2.1 TYPE OF SERVICES: services in the field of culture - performance within the CEBEF`s concert season

2.2 TECHNICAL CHARACTERISTICS: Technical characteristics of the services that are the subject matter of this public procurement are presented in Chapter 3 of tender documents.

2.3 QUALITY: In line with the requirements stated in the technical specification.

2.4 QUANTITY AND DESCRIPTION OF SERVICES: In line with the requirements stated in the technical specification.

2.5 MANNER OF EXECUTING CONTROL AND ENSURING QUALITY ASSURANCE: The control of the services provided shall be carried out by assessing whether the services provided comply with the quality agreed upon.

2.6 DELIVERY TERM: As stated in the bid.

2.7 PLACE OF DELIVERY: As stated in the bid.

3 TECHNICAL SPECIFICATION

Participating artists

- Deutsches Kammerorchester Berlin
- Avi Avital

(in following together : Artists)

Date(s) and venue(s)

29.04.2017, Sat - 20:00 h Belgrade - Kolarac Hall | Studentski trg 5, Beograd 11000, Serbien

Program

Edvard Grieg: Holberg-Suite

Johann Sebastian Bach: Concerto for Violin (Mandoline) A minor, BWV 1041

Antonio Vivaldi: Concerto for Lute in D major, RV 93

INTERMISSION

Antonín Dvorák: Bagatellen op. 47

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Avner Dorman: Concerto for Mandoline

Sulchan Zinzadse: Six Miniatures

1. The programme can be altered if deemed necessary. Should such a situation arise, all parties will consult on the change of programme and arrive at a mutual decision.
2. The bid must also include the costs of airplane tickets for Artists, or any other travel costs, apart from local transportation
3. The bid must also include the costs of material hire, if such exist.
4. Artists are obligated to participate in all promotional activities, in accordance with their availability
5. If bid stipulates any additional obligation for the Contracting Authority (The Promoter of the concert) to provide any equipment or instruments, the Bidder is obliged to indicate all of these obligations in the technical rider that must be submitted along with the model of the contract.
6. Hotel cost, and all production cost are at the expense of the Contracting Authority (The Promoter of the concert)

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4 REQUIREMENTS FOR PARTICIPATION REFERRED TO IN ARTICLES 75 AND 76 OF THE LPP AND INSTRUCTIONS ON HOW TO PROVE THAT THE REQUIREMENTS ARE MET

Requirements and evidence

1. The bidder must be registered with the competent authority, i.e. entered in the appropriate business register.
2. Requirement: The bidder and its legal representative have not been convicted of any criminal act as members of an organized criminal group; not convicted of commercial criminal offences, criminal offences against the environment, criminal offences of receiving or offering bribe, criminal offences of fraud;
3. The bidder has settled due taxes, contributions and other forms of public taxation in accordance with regulations of the state where its headquarters are located.

Evidence 1-3.: the bidder shall submit, instead of evidence, its own written statement given under full financial and criminal liability, (signed and stamped) (Chapter 6.4);

4. The bidder has fulfilled obligations under applicable regulations on safety at work, employment and working conditions and environmental protection, and has not been pronounced a measure prohibiting it the performance of activities at the time of bid submission;

Evidence: Form of statement on compliance with regulations (signed and stamped) (Chapter 6.3);

List of other mandatory documents and forms submitted along with the bid:

1. Bid form (filled, signed and stamped) (Chapter 6.1)
2. Proposal/model contract/ (the bidder must submit the proposal/model contract which will subject to negotiation)
3. Form of statement on independent bid (signed and stamped) (Chapter 6.2);
4. Form of bidder's statement on compliance with regulations (Chapter 6.3);
5. Written statement given under full financial and criminal liability on compliance with the Article 75 and 76 of LLP(Chapter 6.4)
6. Form of statement on legal representatives (signed and stamped) (Chapter 6.5);
7. Form Additional notes: Form of statement on bid preparation costs is not mandatory (Chapter 6.6)

5 CONTRACT AWARD CRITERIA

5.1 CRITERIA

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As the negotiated procedure will be conducted with one bidder, the bid-ranking criteria shall not apply to this procedure.

5.2 TWO OR MORE BIDS WITH EQUAL WEIGHTS

As the negotiated procedure will be conducted with one bidder, the bid-ranking criteria shall not apply to this procedure.

5.3 CONTRACT ELEMENTS TO BE NEGOTIATED AND THE METHOD OF NEGOTIATION

After bid opening, if the submitted bid fulfils all requirements stipulated in the tender documents, the negotiating procedure shall be immediately initiated. The bidder can authorize one or more persons to negotiate, who shall present his/her/their authorization(s) to the Committee prior to the beginning of the negotiation. The subject of negotiations shall be price, model contract and all its elements.

The bidder that does not agree with the model contract and all its elements is not obliged to sign and stamp the model contract, but the model contract and its elements will be negotiated during the negotiation procedure.

During the negotiation procedure the bidder cannot offer less favorable conditions than the ones already given in the bid. The result of negotiating shall be recorded in a separate Record of Negotiation, which should be signed by the members of the Committee, as well as the authorized representative(s) of the bidder.

If no final agreement can be reached regarding price or Model Contract and its elements on the day of negotiation, the negotiation can be continued in writing

6 FORMS INTEGRAL TO THE BID:

- Bid form (Chapter 6.1);
- Form of statement on independent bid (Chapter 6.2);
- Form of bidder's statement on compliance with regulations (Chapter 6.3);
- Written statement given under full financial and criminal liability on compliance with the Article 75 and 76 of LLP (Chapter 6.4.)
- Form of statement on legal representatives (for foreign bidders), are provided below (Chapter 6.5)
- Form of statement on bid preparation costs (not mandatory) (Chapter 6.6);

6.1 BID FORM

Subject of the procurament	price without VAT in EUR	the price with VAT in EUR (if VAT is not applicable, please list the net price)
The performance of the DEUTSCHES KAMMERORCHESTER BERLIN and Avi Avital. (in accordance with technical specification from the tender documents)		
TOTAL:		

Payment deadline:	
Bid validity period (minimum 60 days):	_____ days from the bid opening

Note: The price includes the price with all costs to be borne by the bidder during contract execution.

Date:

Stamp

Bidder

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ENCLOSURE FORM – DATA ON THE BIDDER

<i>Bidder's business name:</i>	
<i>Address of the head office:</i>	
<i>Bidder's registry number:</i>	
<i>Bidder's tax identification number (TIN):</i>	
Contact person:	
<i>e-mail:</i>	
<i>Telephone:</i>	
<i>Telefax:</i>	
<i>Account number:</i>	
<i>Bidder's representative authorised to sign the contract</i>	

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6.2 FORM OF STATEMENT ON INDEPENDENT BID STATEMENT ON INDEPENDENT BID

I hereby declare under full financial and criminal liability:

- That I submitted the bid independently, without any agreement with other bidders or interested parties.

Date:

Stamp

Bidder's signature

Authorized person's signature

Note: In case of a reasonable doubt in the truthfulness of the statement on independent bid, the Contracting Authority shall immediately inform the organization in charge of the protection of competition. The organization in charge of the protection of competition may declare a measure prohibiting the bidder or an interested person from participating in the public procurement procedure if it establishes that the bidder or the interested person breached the rules of competition during the public procurement procedure, within the meaning of the law regulating the protection of competition. The measure prohibiting participation in public procurement procedures may last for up to two years. The breach of competition shall be considered a negative reference, within the meaning of Article 82, paragraph 1, item 2 of the Law.

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6.3 FORM OF STATEMENT ON COMPLIANCE WITH REGULATIONS STATEMENT

On compliance with regulations I hereby declare under full financial and criminal liability:

- that I have fulfilled obligations under applicable regulations on safety at work, employment and working conditions and environmental protection, and that I have not been pronounced a measure prohibiting me the performance of activities at the time of bid submission.

Date:

Stamp

Bidder's signature

Authorized person's signature

If the bid is submitted by a group of bidders: the Statement must be stamped and signed by the authorized person of each bidder in the group of bidders.

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6.4 BIDDER'S STATEMENT ON FULFILLING THE REQUIREMENTS OF ART. 75 AND 76 OF THE LAW IN THE PROCESS OF PUBLIC PROCUREMENT

In accordance with Article 77, paragraph 4 of the Law on Public Procurement, under penalty of perjury, as a representative of the bidder, I give the following

STATEMENT

_____ Bidder [insert name of bidder]

in the procurement of services in the field of culture - performance by DEUTSCHES KAMMERORCHESTER BERLIN and Avi Avital within the CEBEF's concert season, meets and fulfills all the requirements stated in the Article 75 and 76 of the LPP, i.e. the requirements defined in the tender documentation for the public procurement, namely:

1. The bidder is registered with the competent authority, i.e. entered in the appropriate business register.
2. The bidder and its legal representative have not been convicted of any criminal act as members of an organized criminal group; not convicted of commercial criminal offences, criminal offences against the environment, criminal offences of receiving or offering bribe, criminal offences of fraud;
3. The bidder has settled due taxes, contributions and other forms of public taxation in accordance with regulations of the state where its headquarters are located.

Date:

Stamp

Bidder's signature

Authorized person's signature

If the bid is submitted by a group of bidders: the Statement must be stamped and signed by the authorized person of each bidder in the group of bidders.

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6.5 FORM OF STATEMENT ON LEGAL REPRESENTATIVES STATEMENT ON LEGAL REPRESENTATIVES

I hereby declare under full financial and criminal liability that pursuant to the regulations of the state where our headquarters are located, our legal representatives are the following:

1.)Name _____

Function: _____

2.)Name _____

Function: _____

3.)Name _____

Function: _____

3.)Name _____

Function: _____

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6.6 FORM OF STATEMENT ON BID PREPARATION COSTS STATEMENT ON BID PREPARATION COSTS

I hereby declare under full financial and criminal liability that I incurred the following costs in the public procurement concerned:

COST	AMOUNT OF COST EUR
TOTAL AMOUNT OF BID PREPARATION COSTS	

In accordance with Article 88 of the LPP, the bidder may include in its bid the total amount and structure of costs for bid preparation. The costs of preparation and submission of the bid are borne exclusively by the bidder and cannot be reimbursed by the contracting authority. If the public procurement procedure was cancelled due to reasons related to the contracting authority, the contracting authority shall reimburse to the bidder the costs for the production of a sample or model, if these were made in compliance with the technical specifications of the contracting authority, and the costs of acquiring collateral, provided that the bidder requested the reimbursement of these costs in its bid. * In accordance with the Rulebook on Mandatory Elements of Tender Documents in Public Procurement Procedures and the Manner of Proving the Fulfillment of Conditions (RS Official Gazette, No 86/2015), this statement is a mandatory element of tender documents.

NOTE: SUBMISSION OF THIS STATEMENT IS NOT MANDATORY.

Date:

Stamp

Bidder's signature

Authorized person's signature

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7 INSTRUCTIONS TO BIDDERS ON HOW TO PREPARE THE BID

7.1 DATA ON THE LANGUAGE OF THE BID

The bid may be written in the Serbian or English language.

7.2 BID PREPARATION REQUIREMENTS

1) The bidder's bid (and enclosures) should be initialed and stamped by the bidder.

The bidder may submit only one bid with the evidence on fulfillment of requirements specified in tender documents stated in Chapter 4 – Requirements for participation referred to in Article 75 of the LPP and instructions on how to prove that the requirements are met.

Forms provided in the tender documents must be appropriately completed, signed and stamped.

Method and deadline for bid submission:

Bidders shall submit their bids in a sealed envelope, by registered mail or in person, at the address of the contracting authority:

Belgrade festivals center CEBEF, 24 Ilije Garašanina Street , Belgrade, Serbia, with the following note:

“services in the field of culture - performance by DEUTSCHES KAMMERORCHESTER BERLIN and Avi Avital within the CEBEF's concert season in negotiated procedure without public invitation to bid in public procurement number 09/2017, do not open”.

The name of the bidder, address and telephone, and the name and surname of the authorized contact person shall be written on the back of the envelope.

DEADLINE FOR BID SUBMISSION:

5th of April 2017, BY 11.30 HOURS.

A timely bid shall mean the bid delivered to the archive office of the contracting authority at the address: Ilije Garašanina 24, Belgrade on or before 5th of April 2017 by 11:30 hours.

An untimely bid shall mean the bid was not delivered to the archive office of the contracting authority at the address: Ilije Garašanina 24, Belgrade on or before 5th of April 2017 by 11:30 hours

Place, time and method of bid opening:

Bid opening will be public and held immediately after the expiry of the bid submission deadline, 5th of April at 12:00 hours at the address: Ilije Garašanina 24, Belgrade, in the presence of members of the Committee for the subject public procurement.

Conditions for bidders' representatives to attend bid opening and negotiation: Bidders' authorised representatives may participate in bid opening and negotiation. Prior to public bid opening and

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negotiation, bidders' representatives who are to attend bid opening and negotiation shall submit to the contracting authority written letters of authorization to prove their capacity to participate in public bid opening and negotiation.

2) Contact: ana.butric@cebef.rs, each business day (Monday – Friday), from 09.00 to 17.00 hours.

7.3 LOTS

This public procurement is not divided in lots.

7.4 BIDS WITH VARIANTS

Bids with variants are not allowed.

7.5 METHOD OF MODIFICATION, SUPPLEMENTING AND WITHDRAWAL OF BIDS

Pursuant to Article 87, paragraph 6 of the LPP, the bidder may modify, supply or withdraw its bid within the deadline for bid submission. The modification, supplement or withdrawal of bids shall be effective provided the Contracting Authority receives the modification, supplement or withdrawal of the bid prior to the expiry of the bid submission deadline. Bids shall be modified, supplemented or withdrawn in the manner specified for bid submission. No bid may be modified, supplemented or withdrawn after the expiry of the bid submission deadline.

7.6 PARTICIPATION IN A JOINT BID OR AS A SUBCONTRACTOR

This procurement procedure does not envisage a possibility to act in a joint bid or as a subcontractor.

7.7 FULFILMENT OF REQUIREMENTS BY THE SUBCONTRACTOR

As the bidder is not allowed to entrust a portion of the relevant procurement to a subcontractor, the fulfillment of requirements by the subcontractor does not have to be proved.

7.8 FULFILMENT OF REQUIREMENTS IN A JOINT BID

As the bid may not be submitted by a group of bidders, the fulfillment of requirements in a joint bid does not have to be proved.

7.9 ESSENTIAL REQUIREMENTS FOR BID ACCEPTABILITY

The offered services must comply with the requirements of the contracting authority and defined technical characteristics in all aspects. The payment deadline is specified as of the day of receipt of the valid invoice submitted for the services provided during the previous quarter.

The payment term cannot be shorter than 15 days as of the day of receipt of the valid invoice, or longer than 45 days. The bidder must define the deadlines precisely, in accordance with the bid submission form.

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Imprecisely defined deadlines (e.g. immediately, as agreed, from-to, successively, etc.) shall not be accepted. If the bidder sets the deadlines imprecisely, the bid shall be deemed unacceptable.

7.10 PRICE

The prices of services with all costs may be expressed in a foreign currency (EUR). If an unusually low price is stated in the bid, the contracting authority shall act in accordance with Article 92 of the LPP.

7.11 FINANCIAL COLLATERAL

Financial collateral shall be subject to negotiation. In case of previously concluded contracts with the bidder in question no financial collaterals were envisaged as the bidder did not accept to provide financial collateral.

7.12 DETERMINING CONFIDENTIALITY

This procurement does not contain confidential information made available by the contracting authority.

7.13 MANNER OF ACQUIRING TECHNICAL DOCUMENTATION WHICH CANNOT BE PUBLISHED DUE TO ITS VOLUME AND TECHNICAL REASONS

Entire necessary documentation has been published for the subject procurement.

7.14 ADDITIONAL INFORMATION AND EXPLANATIONS

The bidder may request additional information or explanations relating to the bid preparation, in writing, at the following address: Belgrade festivals center CEBEF, Ilije Garašanina Street 24, Belgrade, Serbia, or via email: ana.butric@cebef.rs, whereby it can also point the contracting authority to any deficiencies and irregularities detected in tender documents, no later than five days prior to the expiry of the bid submission deadline.

The Contracting Authority shall publish its response to the addressed question, as well as any changes and supplements to tender documents on the Public Procurement Portal and on its website, link – tenders. Additional information and clarifications may be requested at the email: ana.butric@cebef.rs, each business day (Monday–Friday) from 9:00 to 17:00.

The communication between interested persons/bidders and the contracting authority shall take place as stipulated in Article 20 of the LPP, as follows:

- via email or mail, and by the contracting authority’s publishing on the Public Procurement Portal, and on its website, link-tenders;
- if a document in the public procurement procedure was delivered by the contracting authority or bidder by email, the sender has to require from the receiving party to confirm the receipt of such

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document by the same means, and the other party is obliged to do so when this is needed as proof of delivery. Requesting additional information and explanations by telephone is not allowed.

7.15 ADDITIONAL EXPLANATIONS, CONTROL AND PERMITTED CORRECTIONS

Belgrade festivals center may, upon the opening of bids, ask the bidder in writing for additional explanations which will help in the examination and evaluation of bids (Article 93 of the LPP).

The contracting authority may, with the bidder's consent, correct arithmetic errors detected while examining the bid, upon termination of the bid opening procedure.

In case of a difference between the unit and total cost, the unit cost shall prevail. If the bidder disagrees with the correction of arithmetic errors, the contracting authority shall reject such bid as unacceptable.

7.16 CONTRACT ELEMENTS TO BE NEGOTIATED AND THE METHOD OF NEGOTIATION

After bid opening, if the submitted bid fulfils the requirements stipulated in the tender documents, the negotiating procedure shall be immediately initiated.

The bidder can authorize one or more persons to negotiate, who shall present his/her/their authorization(s) to the Committee prior to the beginning of the negotiation. The subject of negotiations shall be the price, model contract and all its elements. The bidder that does not agree with the model contract and all its elements is not obliged to sign and stamp the model contract, but the model contract and its elements will be negotiated upon during the negotiation procedure. During the negotiation procedure the bidder cannot offer less favorable conditions than the ones already given in the bid. The result of negotiating shall be recorded in a separate Record of Negotiation, which should be signed by the members of the Committee, as well as the authorized representative(s) of the bidder. If no final agreement can be reached regarding Model Contract and its elements on the day of negotiation, the negotiation can be continued in writing.

If a representative of the bidder fails to attend a negotiated procedure, the price he listed in the submitted bid shall be considered as its final price.

The contracting authority shall insure, with due diligence, that the contracted price is not higher than the comparable performance fees.

The contracting authority shall keep minutes of the negotiations.

7.17 USE OF PATENTS AND INTELLECTUAL PROPERTY RIGHTS

The patent fee and liability for the breach of protected intellectual property rights of third persons shall be borne by the bidder.

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7.18 REQUEST FOR THE PROTECTION OF RIGHTS

The request for the protection of rights is submitted to the contracting authority, while a copy is simultaneously submitted to the Republic Committee.

The request for the protection of rights may be submitted to the Contracting Authority also via email: ana.butric@cebef.rs, each business day (Monday–Friday) from 9:00 to 17:00.

The request for the protection of rights may be filed during the entire public procurement procedure against any action of the contracting authority, unless otherwise specified by the LPP. The request for the protection of rights challenging the type of procedure, the content of the public invitation to bid or tender documents shall be considered timely if received by the contracting authority no less than seven days before the expiry of the bid submission deadline, regardless of the manner of delivery, provided that the submitter of the request notified the contracting authority of potential deficiencies and irregularities in accordance with Article 63, paragraph 2 of the LPP, which the contracting authority failed to remove. The request for the protection of rights challenging the actions taken by the contracting authority before the expiry of the bid submission deadline and after the expiry of the deadline referred to in paragraph 4 hereof shall be considered timely if it was submitted by the expiry of the bid submission deadline at the latest. Provisions stipulated in paragraphs 4 and 5 hereof shall not apply to persons who did not participate in the subject public procurement. After making the decision to award the contract or suspend the procedure, the deadline for the submission of the request for the protection of rights shall be 10 days from the day the decision to award the contract was published on the Public Procurement Portal

The submitter of the request for the protection of rights shall pay to the budget of the Republic of Serbia (account number: 840-30678845-06, payment code: 153 or 253, model and reference number: number or designation of the public procurement, purpose: Fee for RPR, contracting authority Belgrade festivals centre, public procurement 09/2017, payee: budget of the Republic of Serbia) a fee in the amount of RSD 60,000.00.

The payment of the fee for the request for the protection of rights from abroad The payment of the fee for the request for the protection of rights from abroad may be effected in the foreign currency account of the Ministry of Finance – Treasury Administration:

NAME AND ADDRESS OF THE BANK: National Bank of Serbia (NBS) Nemanjina 17, 11000 Belgrade Serbia
SWIFT CODE: NBSRRSBGXXX

NAME AND ADDRESS OF THE INSTITUTION: Ministry of Finance Treasury Administration 7-9 Pop Lukina Street 11000 Belgrade IBAN: RS 35908500103019323073

NOTE: When effecting the payment, please specify the following information – “details of payment” (FIELD 70: DETAILS OF PAYMENT): – the number of the public procurement procedure to which the

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request for the protection of rights pertains and the name of contracting authority in the public procurement procedure.

Please find below the instructions for payment in EUR and USD. SWIFT MESSAGE MT103 – EUR FIELD 32A: VALUE DATE – EUR - AMOUNT FIELD 50K: ORDERING CUSTOMER FIELD 56A: (INTERMEDIARY) DEUTDEFFXXX DEUTSCHE BANK AG, F/M TAUNUSANLAGE 12 GERMANY FIELD 57A: (ACC. WITH BANK) /DE20500700100935930800 NBSRRSBGXXX NARODNA BANKA SRBIJE (NATIONAL BANK OF SERBIA – NBS BEOGRAD, NEMANJINA 17 SERBIA FIELD 59: (BENEFICIARY) /RS35908500103019323073 MINISTARSTVO FINANSIJA UPRAVA ZA TREZOR POP LUKINA7-9 BEOGRAD FIELD 70:

DETAILS OF PAYMENT Tender documents for public procurement of services:

SWIFT MESSAGE MT103 – USD FIELD 32A: VALUE DATE – USD- AMOUNT FIELD 50K: ORDERING CUSTOMER FIELD 56A: (INTERMEDIARY) BKTRUS33XXX DEUTSCHE BANK TRUST COMPANIY AMERICAS, NEW YORK 60 WALL STREET UNITED STATES FIELD 57A: (ACC. WITH BANK) NBSRRSBGXXX NARODNA BANKA SRBIJE (NATIONAL BANK OF SERBIA – NB BEOGRAD, NEMANJINA 17 SERBIA FIELD 59: (BENEFICIARY) /RS35908500103019323073 MINISTARSTVO FINANSIJA UPRAVA ZA TREZOR POP LUKINA7-9 BEOGRAD FIELD 70: DETAILS OF PAYMENT 7.19 CONTRACT CONCLUSION T

he public procurement contract shall be concluded with the bidder that has been awarded the contract within 8 days from the expiry of the deadline for submitting the request for the protection of rights from Article 149 of the LPP.

Tender documents for public procurement of services: for public procurement of services: services in the field of culture - performance by DEUTSCHES KAMMERORCHESTER BERLIN and Avi Avital within the CEBEF's concert season in negotiated procedure without public invitation to bid in public procurement number 09/2017, pursuant to Article 36, paragraph 1, item 2 of the LPP

MODEL CONTRACT

Concluded between the following contracting parties:

1.) Belgrade Festivals centre CEBEF, Svetogorska Street bb, Belgrade, Serbia represented by Nataša Ilić,
Acting General Manager (In following: the Promoter)

and

2.) _____ address:

represented by _____ (in following : The Agency)

Contracting parties have agreed upon the following:

01. Artist(s)

- Avi Avital Weinbergsweg 5 | DE - 10119 Berlin
- Deutsches Kammerorchester Berlin | Manager: Julia Böhmer Oranienstr. 20 | DE - 10999 Berlin
hereinafter known as: "Artists"

represented by: Impresariat Simmenauer GmbH Kurfürstendamm 211 | DE - 10719 Berlin hereinafter

02. Date(s)

29.04.2017, Sat - 20:00 h

03. Venue(s)

Belgrade - Kolarac Hall | Studentski trg 5, Beograd 11000, Serbia

For the purpose of this event, the Artists and the Promoter agree that the Artists will perform a concert subject to the terms set out in this agreement.

04. Rehearsals

The Promoter will make the venue available to the Artists for a rehearsal on the day of the concert. The length of the rehearsal will be agreed upon separately. The venue instructions (see § 17) shall also apply to the rehearsal.

05. Participating artists

- Deutsches Kammerorchester Berlin
- Avi Avital

06. Program

Tender documents for public procurement of services: for public procurement of services: services in the field of culture - performance by DEUTSCHES KAMMERORCHESTER BERLIN and Avi Avital within the CEBEF's concert season in negotiated procedure without public invitation to bid in public procurement number 09/2017, pursuant to Article 36, paragraph 1, item 2 of the LPP

Edvard Grieg: Holberg-Suite

Johann Sebastian Bach: Concerto for Violin (Mandoline) A minor, BWV 1041

Antonio Vivaldi: Concerto for Lute in D major, RV 93

INTERMISSION

Antonín Dvorák: Bagatellen op. 47

Avner Dorman: Concerto for Mandoline Sulchan Zinzadse: Six Miniatures

The Artists reserve the right to alter the programme if deemed necessary. Should such a situation arise, the Artists or the Agency will contact the Promoter immediately to consult on the change of programme and arrive at a mutual decision.

07.Fee

A total of _____ EUR (net - without VAT)

| in words: _____ euro (net -without VAT)

The fee is due _____ and shall be paid to the following bank account within _____ working days after the concert at the latest:

account holder:

SWIFT:

IBAN:

08.Travel expenses

The fee mentioned on paragraph 7 includes the travel costs. The promoter shall cover any local travel expenses (from/to: airport/hotel/venue/airport).

09.Hotel expenses

Hotel expenses will be paid for by Promoter directly.

The Promoter will book a total of 18 single rooms (16 orchestra musicians, 1 staff person and Avi Avital) at a 4 star hotel and pay for it directly.

The Promoter will notify the hotel of this arrangement. The hotel has to be near to the concert venue. The promoter will receive a list with the names of the musicians in order to book the hotel rooms on a basis of one single room per person.

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10. Tickets Artist(s)

The Agency provides the Promoter with up-to-date publicity material on its website (pictures, biographies, etc.) for purposes of advertising and concert organization. The Promoter shall use solely this material for the purposes of advertising, for other concert announcements, in the concert programme, etc.

The Promoter may not use any material provided at an earlier time. The Promoter will collect all reviews of the concert and in a timely manner send, where possible, original copies thereof to the Agency, also stating the source (newspaper, magazine, other media, esp. websites).

11. Print materials

The Promoter shall only use such photographs and biographies as shall be supplied by the Agent and is requested to ask for current material not older than six months.

12. Further costs at the Promoter's expense

The Promoter shall cover the following costs and fees if they should arise:

- performing rights in accordance to the law governing in the Promoters country
- Instruments: The promoter will provide a five stringed double bass.

13. Social Security

If social security payments are deducted from or paid in addition to the fee, the Promoter shall advise the Agent in advance of the engagement and supply to the Agent a certificate detailing any such payments. This applies whether gross or net fees have been agreed. The Artists have disablement and pension insurance cover in domicile country.

14. Performance exclusivity

By signing this contract, The Performer agrees that The Artists will not accept or schedule any professional public appearances organized by any other promoter in Belgrade, Serbia (concerts, workshops, master classes, etc...) 3 months prior, or 3 months after the scheduled date of the concert

15. Venue

The Promoter shall provide a performance-ready concert hall with all necessary facilities such as a stage, lighting, lockable or guarded dressing rooms, etc. Refreshments (coffee, tea, water, juices) and snacks shall be provided to the Artists during rehearsal and concert breaks.

16. Force majeure / illness / cancellation

Should the Artists not be able to perform the concert for an important reason (accident, illness), the Promoter will be notified immediately. As soon as such a reason has been announced, both parties are Tender documents for public procurement of services: for public procurement of services: services in the field of culture - performance by DEUTSCHES KAMMERORCHESTER BERLIN and Avi Avital within the CEBEF's concert season in negotiated procedure without public invitation to bid in public procurement number 09/2017, pursuant to Article 36, paragraph 1, item 2 of the LPP

relieved from any duties relating to this concert agreement. Both parties will waive all damage claims. The Agency and the Promoter will agree upon a new date for the performance. In case the Promoter cancels the performance as part of the concert according to § 3 up to six weeks before the concert date, 50% of the fee according to § 7 will be due immediately and the Promoter will compensate the Artists for costs or additional costs accrued by then with regard to the concert and as accounted for by bills. This shall also include additional costs caused by the cancellation (additional overnight accommodation, additional travel expenses, etc.). In case the performance as part of the concert according to § 3 is cancelled up to six months prior to the concert date, the Promoter will compensate the Artists for costs or additional costs accrued by then with regard to the concert and as accounted for by bills. This shall also include additional costs caused by the cancellation (additional overnight accommodation, additional travel expenses, etc.). Force majeure and comparable events that can be attributed neither to the sphere of the Promoter nor of the Artists (natural disasters of any kind, fire, strike, war, etc.) will result in cancellation of the contract with both parties waiving all damage claims. The Artists shall waive his claim to a fee. All and any costs engaged for this concert by the artists will be duly refunded in case of cancellation by the promoter, even in case of Force Majeure. This concerns especially the flight tickets, which the Artists would buy and pay for in advance, in order to minimize the costs.

17.Law

Changes or amendments to this agreement, including the stage instructions as well as the cancellation or partial cancellation of this agreement and/or the stage instructions can only be agreed in written form. The same applies to cancellation of this written form requirement. Should individual clauses of this agreement cease to be valid, this does not make the agreement as a whole invalid. The Artists and the Promoter agree to replace invalid clauses by such terms that come closest to the economic objective of the invalid clause. The same shall apply if the agreement is found to contain gaps or omissions.

The agreement is subject to _____ law. Any litigation arising from this agreement falls under the jurisdiction of the _____

The Agency

The Promoter
