

TENDER DOCUMENTATION

THE PUBLIC PROCUREMENT of second-hand mobile cannons for the existing artificial snowmaking system Technoalpin (Kopaonik and Stara planina)

THE NEGOTIATION PROCEDURE WITHOUT PUBLICATION OF NOTIFICATIONS FOR BIDS SUBMISSION THE PUBLIC PROCUREMENT No. 62/16

Date of publication on a portal: 10.10.2016

The bid submission deadline: 25.10.2016. until 12 PM

The bid opening: 25.10.2016. at 12:30 PM

October, 2016

Based on the Article 36, Paragraph 1, Point 2 of the Law on Public Procurements (“The Official Gazette of the Republic of Serbia” No. 124/2012, 14/15, 68/15, hereinafter: the Law), the Article 5 of the Rule Book on the mandatory tender documentation elements in public procurement procedures and the method of condition fulfillment proving (“The Official Gazette of the Republic of Serbia” No. 86/15), the decision on the initiation of the public procurement procedure number 3176 and the Decision on the formation of the Public Procurement Commission No. 3176/1 of September 19, 2016,

TENDER DOCUMENTATION
in the negotiation procedure without publication of notifications for the public procurement No. 62/16 bids submission was prepared.

Tender documentation contains:

<i>Chapter</i>	<i>Chapter title</i>	<i>Page</i>
I	General information on the public procurement	3
II	Information on the subject to the public procurement	4
III	Sort, technical properties, quality, quantity and description of goods	5
IV	Technical specification with the price structure	6-7
V	Conditions for participation in the public procurement procedure based on the Articles 75 and 76 of the Law and instruction for proving the fulfillment of these conditions	8-10
VI	The elements of the contract to be negotiated and the method of negotiating	11
VII	Instruction for the bidders how to create a bid	12-18
VIII	The form of the bid	19-22
IX	The form of the bid preparation costs	23
X	The form of the statement of the independent bid	24
XI	The form of the statement of observance of the obligations from the Article 75, Paragraph 2 of the Law	25
XII	The model of the Contract	26-29

I GENERAL INFORMATION ON THE PUBLIC PROCUREMENT

1. Information on the Contracting authority

The Contracting authority:..... Public enterprise “Skijališta Srbije”
Address:..... 9 Milutina Milankovića St., Novi Beograd
Web page:..... www.skijalistasrbije.rs

2. Sort of the public procurement procedure

The said public procurement shall be performed in the negotiation procedure without publication of notifications for bids submission, pursuant to the Law and bylaws stipulating public procurements.

The base for the application of the negotiation procedure with publication of notifications for bids submission:

The Article 36, Paragraph 1, Point 2) of the Law on Public Procurements prescribes that the Contracting authority may perform the negotiation procedure without publication of notifications for bids submission if, due to technical, i.e. artistic reasons of the subject to the public procurement or the reasons related to the exclusive rights protection, the public procurement may be performed only by the specific bidder.

Based on the Article 36, Paragraph 2 of the Law on Public Procurements, before initiating the said procedure, the Contracting authority requested the opinion of the Public Procurement Office regarding the adequacy of the application of the negotiation procedure and received a positive opinion number 404-02-1043/16 of May 19, 2016.

3. The subject to the public procurement

The subject to the public procurement No. 62/16 are goods - second-hand mobile cannons for the existing artificial snowmaking system Technoalpin.

4. Contact (person or service)

Contact service: Public Procurements Department, daliborka.vukojevic@skijalistasrbije.rs

II INFORMATION ON THE SUBJECT TO THE PUBLIC PROCUREMENT

1. The subject to the public procurement

The subject to the public procurement No. 62/16 are goods - second-hand mobile cannons for the existing artificial snowmaking system Technoalpin.

Designation from the general procurement dictionary:
31700000 Electronic, electromechanical and electrotechnical material
42957000-9 parts of spraying machines

2. Parties

The subject to the public procurement is not designed by parties.

III SORT, TECHNICAL PROPERTIES, QUALITY, QUANTITY AND DESCRIPTION OF GOODS, DEADLINE AND THE PLACE OF GOODS DELIVERY

1. Sort of goods

The subject to the public procurement No. 62/16 are goods - second-hand mobile cannons for the existing artificial snowmaking system Technoalpin.

2. Technical properties, quantity and description of goods

Pursuant to the technical specification from the Section 4 of tender documentation.

3. Deadline and the place of delivery

Second-hand mobile cannons shall be delivered in deadline that the bidder states in the bid form, franco ski center Kopaonik and franco ski resort Stara planina.

4. Note

Cannons and accessories that are the subject to the public procurement cannot have more than 50 operating hours and they cannot be older than 2015. The bidder is obliged to submit Proofs - the statement of the bidder and Technical Data Sheet of the products.

**IV TECHNICAL SPECIFICATION WITH THE PRICE STRUCTURE
FORM**

7x T40AM with Hose and E-Motor (Kopaonik)
 3x T40AM with Hose, E-Motor + Bluetooth and Protection mat (Stara Planina)
 Delivery:
 7 mobile snow guns to franco ski center Kopaonik
 3 mobile snow guns to franco ski resort Stara planina
 The guarantee for the delivered goods is two years.

Note:

Snow guns/mobile fan gun and accessories that are the subject to the public procurement cannot have more than 50 operating hours and cannot be older than 2015. Proof - the statement of the bidder and Technical Data Sheet of the products.

1.SNOW GUNS – KOPAONIK	Unit price	Pcs	Total price (without VAT)
T40 - MOBILE FAN GUN		7	
Mobile fan gun 7,00 pcs Snow gun T40 Automatic 7,00 pcs Transport frame with jacks 7,00 pcs Kit wheels for transport frame 7,00 pcs Power cable 22mt 4x6mm ² - plug 5x63A 7,00 pcs Control cable 22mt SNOW HOSE 7,00 pcs Snow hose 2" 20mt "RedHead" 60bar E-MOTOR 7,00 pcs E-Motor universal for water hydrants 7,00 pcs Elect. card for E-Motor + batt. (T40/TF10) 7,00 pcs Support for E-Motor on undercarr. univ.			

Date:

M.P.

The bidder's signature

2.SNOW GUNS - STARA PLANINA	Unit price	Pcs	Total (without VAT)
T40 - MOBILE FAN GUN		3	
Mobile fan gun 3,00 pcs Snow gun T40 Automatic 3,00 pcs Transport frame with jacks 3,00 pcs Kit wheels for transport frame 3,00 pcs Power cable 22mt 4x6mm ² - plug 5x63A 3,00 pcs Control cable 22mt BLUETOOTH 3,00 pcs Kit remote control interface lance/T40/TF10 SNOW HOSE 3,00 pcs Snow hose 2" 20mt "RedHead" 60bar PROTECTION MAT 3,00 pcs Protection mat 300cmx 200cm with logo TA E-MOTOR 3,00 pcs E-Motor universal for water hydrants 3,00 pcs Elect. card for E-Motor + batt. (T40/TF10) 3,00 pcs Support for E-Motor on undercarr. univ.			

Date:

M.P.

The bidder's signature

R.B.	NAME	PRICE (without VAT)
1.	SNOW GUNS – KOPAONIK (7 snow gans)	
2.	SNOW GUNS - STARA PLANINA (3 snow gans).	
Total (without VAT)		
Total (VAT included)		

Date:

M.P.

The bidder's signature

V CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE BASED ON THE ARTICLES 75 AND 76 OF THE LAW AND INSTRUCTION FOR PROVING THE FULFILLMENT OF THESE CONDITIONS

I. CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE BASED ON THE ARTICLES 75 AND 76 OF THE LAW

- 1.1.** The right to participate in the said public procurement procedure has the bidder which fulfills **the mandatory conditions** for participation in the public procurement procedure stipulated by the Article 75 of the Law, precisely:
- 1) that it is registered with the competent authority, i.e. registered in the appropriate register (*Article 75, Paragraph 1, Point 1) of the Law*);
 - 2) that, along with its legal representative, was not convicted for some of criminal acts as a member of the organized crime group, that is not convicted for criminal acts against economy, criminal acts against environment, criminal act of accepting or giving bribe, criminal act of fraud (*Article 75, Paragraph 1, Point 2) of the Law*);
 - 3) that it paid all due taxes, contributions and other charges pursuant to the regulations of the Republic of Serbia or the foreign country while it has business seat on the territory thereof (*Article 75, Paragraph 1, Point 4) of the Law*);
 - 4) When composing the bid, the bidder is obliged to explicitly state that it abided by the obligations arising from the applicable regulations regarding work safety, employment and working conditions, environment protection, as well as that it has no ban on performing activities that is in force at the time of the bid submission (*Article 75, Paragraph 2 of the Law*);
- 1.2.** If the bidder submits the bid along with the subcontractor, pursuant to the Article 80 of the Law, the subcontractor must fulfill the mandatory conditions from the Article 75, Paragraph 1, Point 1) to 4) of the Law.
- 1.3.** If the group of bidders submits the bid, each bidder from the group of bidders must fulfill the mandatory conditions from the Article 75, Paragraph 1, Point 1) to 4) of the Law.

2. INSTRUCTION FOR PROVING THE FULFILLMENT OF THESE CONDITIONS

The fulfillment of **the mandatory conditions** for participation in the said public procurement procedure is proved by the bidder by delivering the following:

- 1)** The condition from the Article 75, Paragraph 1, Point 1) of the Law - **Proof:** The excerpt from the register of Business Register Agency, i.e. the excerpt from the register of the competent Commercial Court;
- 2)** The condition from the Article 75, Paragraph 1, Point 2) of the Law - **Proof: Legal entities:** 1) The excerpt from the criminal records, i.e. the certification of the **Basic Court** in the area of which the business seat of the domestic legal entity is located, i.e.

the business seat of the branch or the branch office of the foreign legal entity, which certifies that the legal entity was not convicted for criminal acts against economy, criminal acts against environment, criminal act of accepting or giving bribe, criminal act of fraud.

Note: If the certification of the Basic Court does not include data from the criminal records for criminal acts in competence of the regular criminal department of The Higher Court, apart from the Basic Court certification, it is also necessary to submit 1) **THE HIGHER COURT CERTIFICATION** in the area of which the business seat of the domestic legal entity is located, i.e. the business seat of the branch or the branch office of the foreign legal entity, which certifies that the legal entity was not convicted for criminal acts against economy and criminal act of giving bribe; 2) the excerpt from the criminal records of **The Special Organized Crime Department of the Higher Court in Belgrade**, which certifies that the legal entity was not convicted for any of organized crime criminal acts; 3) the excerpt from the criminal records, i.e. the certification of **the competent Police Department of the Ministry of Interior** which certifies that the legal representative of the bidder was not convicted for criminal acts against economy, criminal acts against environment, criminal act of accepting or giving bribe, criminal act of fraud and any of organized crime criminal acts (request may be submitted according to the birthplace or the place of residence of the legal representative). If the bidder has more than one legal representative, it is obliged to submit proof for each of them.

Entrepreneurs and individuals: The excerpt from the criminal records, i.e. certification of **the competent Police Department of the Ministry of Interior** which certifies that an individual is not convicted for any of criminal act as a member of organized crime group, that they are not convicted for criminal acts against economy, criminal acts against environment, criminal act of accepting or giving bribe, criminal act of fraud (request may be submitted according to the birthplace or the place of residence).

The proof cannot be older than two months before the opening of the bids;

- 3) The condition from the Article 75, Paragraph 1, Point 3) of the Law - **Proof:** Legal entities: Certifications of the Commercial and Misdemeanor Court that it is not banned from performing the activities, or certification of Business Registers Agency that it is not registered with that authority, that it is banned from performing the activities as a company, which is in force at the time of publication of notifications for the bid submission; Entrepreneurs: Certification of the Misdemeanor Court that it is not banned from performing the activities, or certification of Business Registers Agency that it is not registered with that authority, that it is banned from performing the activities as a company, which is in force at the time of publication of notifications for the bid submission; Individuals: Certification of the Misdemeanor Court that it is not banned from performing the specific activities.

The proof cannot be older than two months before the opening of the bids;

- 4) The condition from the Article 75, Paragraph 1, Point 4) of the Law - **Proof:** The certification of The Tax Administration of the Ministry of Finance that it paid due taxes and contributions and the certification of the competent local government administration that it paid its liabilities based on original local public incomes or the

certification of the Privatization Agency that the bidder is in the process of privatization.

The proof cannot be older than two months before the opening of the bids;

- 5) *The condition from the Article 75, Paragraph 1, point 2 - **Proof:** The signed and certified Form of statement (The Form of statement, given in the chapter XII). The statement must be signed by the authorized person of the bidder and certified with stamp. **If the bid is submitted by the group of bidders,** the statement must be signed by the authorized person of each bidder from the group of bidders and certified with stamp.*

If the bid is submitted by the group of bidders, for each member of the group the bidder is obliged to submit the stated proofs that it fulfills the conditions from the Article 75, Paragraph 1, Point 1) to 4).

If the bidder submits the bid along with the subcontractor, for the subcontractor the bidder is obliged to submit the proofs that it fulfills the conditions from the Article 75, Paragraph 1, Point 1) to 4) of the Law.

The bidder may submit the aforesaid proofs of the fulfillment of the conditions in the form of uncertified copies, and before the decision is due, the Contracting authority may ask the bidder, the bid of which is estimated to be the most favorable based on the public procurement reports, to submit the original or certified copy of all or certain proofs.

If the bidder fails to submit the original or certified copy of the requested proofs within the adequate time limit, which can be no shorter than 5 days, the Contracting authority shall dismiss its bid as unacceptable.

The bidders registered in the Bidders Register with Business Registers Agency and which is available on the web page of Business Registers Agency are not obliged to prove the fulfillment of the mandatory conditions when submitting the bid, pursuant to the Article 78 of the Law on Public Procurement.

The Contracting authority shall not refuse the bid as an unacceptable if it does not contain the proof prescribed in tender documentation, if the bidder provides the web page where information requested within the conditions is publicly available.

If the proof of the fulfillment of the conditions is an electronic document, the bidder submits the copy of the electronic document in writing, pursuant to the Law defining the electronic document, unless it submits the electronic bid when the proof is submitted in the original electronic form.

If in the country where the bidder has the business seat the requested proofs are not issued, instead of proofs, the bidder may submit its written statement, provided under the full criminal and material liability, certified in the court or administrative organ, public notary or other competent authority of that country.

If the bidder has the business seat in other country, the Contracting authority may check whether the documents proving the fulfillment of the requested conditions by the bidder are issued by the competent authorities of that country.

The bidder is obliged to inform the Contracting authority in writing of any change regarding the fulfillment of the conditions from the public procurement procedure, which occurs until the decision is rendered, i.e. until the Contract is concluded, i.e. during the validity of the Contract on Public Procurement and to document it properly.

VI THE ELEMENTS OF THE CONTRACT TO BE NEGOTIATED AND THE METHODS OF NEGOTIATING

The subject of negotiating are the unit prices of the offered spare parts.

The negotiating procedure shall be approached right after the bid opening, with the authorized representative of the bidder that submitted the bid. The negotiating shall be conducted in two rounds, until the bidder offers its final price.

Before the negotiating process, the bidder's representative must submit the written authorization to be present during the procedure of the bids opening and the authorization to negotiate to the Commission, certified and signed by the legal representative of the bidder.

If the authorized representative of the bidder fails to be present during the negotiating procedure, the price listed in the submitted bid shall be deemed his final price.

The Contracting authority reserves the right to try to conduct the negotiating via email, if he estimates that it is necessary, even though the authorized representative of the bidder is not present during the negotiating procedure.

During the negotiating procedure, price higher than the one listed in the submitted bid cannot be offered.

During the negotiating procedure, the Contracting authority is obliged to ensure that the agreed price is not higher than the comparable market price and to check the quality of the subject to the procurement with due care.

The Contracting authority is obliged to keep the minutes on the negotiating.

VII INSTRUCTION FOR THE BIDDERS HOW TO CREATE A BID

1. INFORMATION ON LANGUAGE IN WHICH THE BID MUST BE WRITTEN

The bidder submits the bid in Serbian and English language.

The proofs of the fulfillment of the mandatory conditions in the public procurement procedure must be translated into Serbian language by the authorized court interpreter.

Tender documentation is made in Serbian and English language.

In case of discrepancy, the Serbian version of tender documentation shall prevail.

2. METHOD IN WHICH THE BID MUST BE WRITTEN

The bid is submitted by the bidder directly or via mail in closed envelope or box, in such a manner that, during opening, the bid can certainly be ascertained to be opening for the first time.

Insert the name and address of the bidder at the back of envelope or box.

In case that the bid is submitted by the group of bidders, it is necessary to indicate on envelope that it is the group of bidders and to insert the names and addresses of all participants in the joint bid.

The bid is to be delivered on the following address: Public Enterprise (PE) “SKIJALIŠTA SRBIJE”, 9 Milutina Milankovića St., 11070 Novi Beograd, with a note: **“The bid for the public procurement of second-hand mobile cannons Technoalpin, PP No. 62/16 - DO NOT OPEN”**. The bid shall be considered timely if it is received by the Contracting authority until the bids submission deadline expiry **25.10.2016 until 12 PM, local time. The bid opening and negotiating is on the same day 25.10. 2016 starting at 12:30 PM.**

Following the receipt of the specific bid, the Contracting authority shall note the time of receipt on envelope, i.e. box where the bid is located, and shall also record the number and date of the bid in the order of arrival. If the bid is delivered directly, the Contracting authority shall hand over the certification of receipt of the bid to the bidder. The Contracting authority shall insert the date and hour of receipt of the bid in certification of receipt.

The bid which is not received by the Contracting authority in the deadline prescribed for the bid submission, i.e. which is received following the expiry of the day and hour until which the bids may be submitted, shall be deemed untimely.

The bid must contain:

- The form of the bid (filled in, certified with stamp and signed)
- The proofs of the fulfillment of conditions from the Article 75 of the Law on Public Procurements, listed in instruction how to prove the fulfillment of conditions from the Article 75;
- The price structure with the spare parts specification, may be in free form (filled in, certified with stamp and signed)
- The form of the statement of the independent bid (filled in, certified with stamp and signed)
- The form of the statement of observation of the obligations from the Article 75, Paragraph 2 of the Law (filled in, certified with stamp and signed)
- The model of the Contract, filled in, signed, certified with stamp.

3. PARTIES

The subject to the public procurement is not designed by parties.

4. THE BID WITH VARIATIONS

Submission of the bid with variations is not allowed.

5. THE METHOD OF CHANGE, AMENDMENT AND REVOCATION OF THE BID

In the deadline for the bid submission, the bidder may change, amend or revoke its bid by the method designed for the bid submission.

The bidder is obliged to clearly indicate which part of the bid is changed, i.e. which documents are subsequently submitted.

Change, amendment or revocation of the bid must be delivered on the following address: PE Skijališta Srbije, 9 Milutina Milankovića St., Novi Beograd, with a note:

“The change of the bid for the public procurement of goods - second-hand mobile cannons, PP No. 62/16 - DO NOT OPEN” or

“The amendment to the bid for the public procurement of goods - second-hand mobile cannons, PP No. 62/16 - DO NOT OPEN” or

“The revocation of the bid for public procurement of goods - second-hand mobile cannons, PP No. 62/16 - DO NOT OPEN” or

“The amendmends to the bid for the public procurement of goods - second-hand mobile cannons, PP No. 62/16 - DO NOT OPEN”.

Insert the name and address of the bidder at the back of envelope or box. In case that the bid is submitted by the group of bidders, it is necessary to indicate on envelope that it is the group of bidders and to insert the names and addresses of all participants in the joint bid.

Following the expiry of the bids submission deadline, the bidder cannot withdraw nor change its bid.

6. PARTICIPATION IN THE JOINT BID OR AS THE SUBCONTRACTOR

The bidder may submit only one bid.

The bidder which submitted the bid independently cannot participate in the joint bid or as the subcontractor at the same time, nor can the same person participate in different joint bids.

In the form of the bid (chapter VIII) the bidder indicates the method in which it submits the bid, i.e. whether it submits the bid independently or as the joint bid, or together with the subcontractor.

7. THE BID WITH THE SUBCONTRACTOR

If the bidder submits the bid with the subcontractor, it is obliged to state in the form of the bid (chapter VIII) that it submits the bid with the subcontractor, the percentage of the overall value of the procurement which will be entrusted to the subcontractor, and which cannot be higher than 50%, as well as part of the subject to the procurement which will be performed via the subcontractor.

In the form of the bid, the bidder states the name and business seat of the subcontractor, if the partial execution of the procurement will be entrusted to the subcontractor.

If the Contract on the Public Procurement is concluded between the Contracting authority and the bidder which submits the bid with the subcontractor, that subcontractor shall be listed in the Contract on the Public Procurement as well.

The bidder is obliged to submit the proofs of the fulfillment of the conditions stated in the chapter V of tender documentation for the subcontractor, pursuant to the instruction for proving the fulfillment of the conditions.

The bidder is entirely accountable to the Contracting authority for the execution of the obligations from the public procurement procedure, i.e. the execution of the contractual obligations, regardless of the number of the subcontractors.

The bidder is obliged to enable the Contracting authority, upon the latter's request, the access to the subcontractor for the confirmation of the fulfillment of the requested conditions.

8. THE JOINT BID

The bid may be submitted by the group of bidders.

If the bid is submitted by the group of bidders, the integral part of the joint bid must be the agreement by which bidders from the group mutually and for the Contracting authority are obliged to execute the public procurement, which necessarily contains information from the Article 81, Paragraph 4 of the Law, precisely information on:

- member of the group who will be the contractor, i.e. who will submit the bid and who will represent the group of bidders in front of the Contracting authority,
- description of works of each of the bidders from the group of bidders in execution of the Contract.

The group of bidders is obliged to submit the written statement of the fulfillment of the conditions stated in the chapter V of tender documentation, pursuant to the instruction for proving the fulfillment of the conditions.

The bidders from the group of bidders are indefinitely accountable to the Contracting authority.

9. METHOD AND CONDITIONS OF PAYMENT, WARRANTY PERIOD, AS WELL AS OTHER CIRCUMSTANCES WHICH THE ACCEPTABILITY OF THE BID DEPENDS ON

9.1. Requests regarding method, deadline and conditions of payment

The Contracting authority shall pay the Supplier after the delivery, based on the correct bill and signed minutes on the handover.

Payment in advance is not allowed.

9.2. Requests regarding warranty period

Warranty period is stated in the form of the bid by the bidder.

Warranty period cannot be shorter than 24 months, otherwise the bid shall be refused as unacceptable.

9.3. Request regarding deadline and place of delivery

Deadline of delivery is stated in the form of the bid by the bidder.

Deadline of delivery cannot be longer than 30 days since the day of conclusion of the Contract. Otherwise, the bid shall be refused as unacceptable.

The place of delivery is ski center Kopaonik and ski resort Stara planina.

9.4. Request regarding the period of validity of the bid

The period of validity of the bid can be no shorter than 30 days since the day of the day of the bids opening.

In case of expiry of the period of validity, the Contracting authority is obliged to request the prolongation of the period of validity of the bid in writing.

The bidder which accepts the request for the prolongation of the period of validity of the bid cannot change the bid.

10. CURRENCY AND METHOD IN WHICH THE PRICE IN THE BID HAS TO BE STATED AND QUOTED

The price is stated in Serbian Dinars, RSD. The Contracting authority allows the bidder to state the price in Euros. For the conversion in RSD the appropriate foreign exchange rate of the National Bank of Serbia on the day when the bid opening started shall be used.

The price includes the price of goods and delivery thereof at the parity of franco Kopaonik and Stara Planina.

The price is fixed and unchangeable.

11. INFORMATION ON SORT, CONTENT, METHOD OF SUBMISSION, AMOUNT AND DEADLINES OF ENSURANCE OF THE FULFILLMENT OF THE BIDDER'S OBLIGATIONS

The bidder which is awarded the Contract (the Supplier) is obliged to submit the following means of security on the Contracting authority's name:

1. **the original of the bank guarantee for elimination of errors** in the warranty period, at the moment of signing of the minutes on the handover, at the amount of 10% of the overall agreed price, with the validity period of 30 days longer than the warranty period.

The bank guarantee must be unconditional and payable upon the first notification.

12. THE PROTECTION OF CONFIDENTIALITY OF INFORMATION WHICH THE CONTRACTING AUTHORITY PUTS AT THE BIDDERS' DISPOSAL, INCLUDING THEIR SUBCONTRACTORS

The said procurement does not contain confidential information which the Contracting authority puts at disposal.

13. ADDITIONAL INFORMATION OR CLARIFICATIONS REGARDING PREPARATION OF THE BID

The interested party may, in writing, via mail on the Contracting authority's address or via electronic mail daliborka.vukojevic@skijalistasrbije.rs request additional information or clarifications regarding the preparation of the bid, no later than 5 days before the expiry of the deadline for the bid submission and may inform the Contracting authority of potential drawbacks and irregularities in tender documentation.

Within 3 (three) days since the day of date of reception of the request for additional information or clarifications in tender documentation, The Contracting authority shall publish the response at the Portal of public procurements and at its web page.

Additional information or clarifications are referred to with note “Request for additional information or clarifications in tender documentation, **PP No. 62/16**”.

If the Contracting authority changes or amends tender documentation 8 or less days before the expiry of the bids submission deadline, it is obliged to prolong the bids submission deadline and publish notification of the bids submission deadline.

Following the bids submission deadline expiry the Contracting authority cannot change nor amend tender documentation.

The request of additional information or clarifications regarding the bid preparation on the phone is not allowed.

The communication in the public procurement procedure is maintained exclusively in the method stipulated by the Article 20 of the Law.

14. ADDITIONAL EXPLANATIONS OF THE BIDDER FOLLOWING THE BIDS OPENING AND CONTROL WITH THE BIDDER, I.E. ITS SUBCONTRACTOR

Following the bids opening, during the expert evaluation of the bids, the Contracting authority may in writing request the bidder additional explanations that will help it with inspection, evaluation and comparison of the bids, and may exert control (insight) with the bidder, i.e. its subcontractor (Article 93 of the Law).

If the Contracting authority estimates that additional explanations are necessary or that control (insight) with the bidder, i.e. his subcontractor is required, the Contracting authority shall leave the reasonable deadline to the bidder to act upon the Contracting authority’s call, i.e. to enable the Contracting authority control (insight) with the bidder, as well as with its subcontractor.

The Contracting authority may, with the consent of the bidder, execute corrections of the calculation errors detected during the bid consideration following the finalized opening procedure.

In case of difference between the unit and overall price, the unit price shall prevail.

If the bidder does not consent with correction of the calculation errors, the Contracting authority shall refuse its bid as unacceptable.

15. THE ELEMENTS OF THE CONTRACT TO BE NEGOTIATED AND THE METHODS OF NEGOTIATING

The subject to negotiating are the unit prices of the spare parts.

The negotiating procedure shall be approached right after the bid opening, with the authorized representative of the bidder that submitted the bid. The negotiating shall be conducted in two rounds, until the bidder offers its final price.

Before the negotiating process, the bidder’s representative must submit the written authorization to be present during the procedure of the bids opening and the authorization to negotiate to the Commission, certified and signed by the legal representative of the bidder.

If the authorized representative of the bidder fails to be present during the negotiating procedure, the price listed in the submitted bid shall be deemed his final price.

The Contracting authority reserves the right to try to conduct the negotiating via email, if he estimates that it is necessary, even though the authorized representative of the bidder is not present during the negotiating procedure.

During the negotiating procedure, price higher than the one listed in the submitted bid cannot be offered.

During the negotiating procedure, the Contracting authority is obliged to ensure that the agreed price is not higher than the comparable market price and to check the quality of the subject to the procurement with due care.

The Contracting authority is obliged to keep the minutes on the negotiating.

16. TYPE OF CRITERIA FOR AWARDING THE CONTRACT, THE ELEMENTS OF CRITERIA BASED ON WHICH THE CONTRACT IS AWARDED AND THE METHODOLOGY FOR THE AWARD OF PONDERS FOR EACH ELEMENT OF CRITERIA

“The lowest price offered”

17. THE ELEMENTS OF CRITERIA BASED ON WHICH THE CONTRACTING AUTHORITY SHALL AWARD THE CONTRACT IN SITUATION WHEN THERE ARE TWO OR MORE BIDS WITH EQUAL NUMBER OF PONDERS OR THE SAME PRICE OFFERED

Not applicable in the said public procurement procedure.

18. OBSERVING THE OBLIGATIONS ARISING FROM THE APPLICABLE REGULATIONS

Within its bid, the bidder is obliged to submit the statement made under full criminal and material liability that it observed all obligations arising from the applicable regulations regarding work safety, employment and working conditions, environment protection, and also to guarantee that it is the intellectual property rights holder. (The form of the statement is attached in the chapter **XII** of tender documentation).

19. THE USE OF PATENTS AND LIABILITY FOR BREACH OF PROTECTED INTELLECTUAL PROPERTY RIGHTS OF THE THIRD PARTIES

The remuneration for the use of the patents, along with the liability for breach of protected intellectual property rights, is paid by the bidder.

20. METHOD AND DEADLINE FOR SUBMISSION OF THE REQUEST FOR PROTECTION OF THE RIGHTS OF THE BIDDER

The request for protection of rights may be submitted by the bidder, i.e. the interested party, which has an interest for the award of the Contract, in the said public procurement procedure and which suffered or may suffer damage due to the act of the Contracting authority against the provisions of the Law.

The request for protection of rights is submitted to the Contracting authority, and the copy thereof is submitted to the Republican Commission at the same time.

The request for protection of rights may be submitted during the entire public procurement procedure, against each action of the Contracting authority, unless stipulated otherwise by the Law.

The request for protection of rights which disputes the sort of procedure, content of the bid submission notification or tender documentation shall be deemed timely if received by the Contracting authority no later than seven days before the bid submission deadline expiry, regardless of the method of delivery, and if the request submitter, pursuant to the Article 63, Paragraph 2 of the Law, indicated possible drawbacks and irregularities to the Contracting authority, and the Contracting authority failed to eliminate these.

The request for protection of rights disputing the actions taken by the Contracting authority before the bid submission deadline expiry, following the deadline expiry from the Paragraph 3 of the Article 149 of the Law on Public Procurement, shall be deemed timely if submitted no later than until the bid submission deadline expiry.

After the decision is rendered on granting the Contract and suspension of the procedure, the deadline for submitting request for protection of rights is ten days since the day of publication of the decision on the Portal of public procurements. The request for protection of rights cannot deny the actions of the Contracting authority taken in the public procurement procedure if the reasons for its submission were or could be familiar to the submitter of the request before the expiry of deadline for request submission from Paragraphs 3 and 4 of this Article, and the request submitter did not submit it before the expiry of that deadline.

If during the same public procurement procedure the request for protection of rights is submitted again by the same submitter, that request cannot deny the actions of the Contracting authority which were or could be familiar to the request submitter when submitting the previous request.

The request for protection of rights does not reserve further actions of the Contracting authority in the public procurement procedure pursuant to provisions of the Article 150 of the Law on Public Procurements.

The Contracting authority publishes information on the submitted request for protection of rights on the Portal of public procurements and on its web page no later than within two days since the day of the receipt thereof, containing information from the Attachment ZLJ.

Request for protection of rights must contain:

- 1) name and address of the submitter and contact person;
- 2) name and address of the Contracting authority
- 3) information on the public procurement which is subject to request, i.e. on the decision of the Contracting authority;
- 4) breach of regulations which stipulate the public procurement procedure;
- 5) facts and proofs which prove the breach;
- 6) certification of payment of the fee from the Article 156 of this Law;
- 7) the submitter's signature.

If the submitted request for protection of rights fails to contain all the mandatory elements, the Contracting authority shall dismiss such a request by inference.

The submitter of request for protection of rights is obliged to pay the fee amounting to 60.000 RSD on the specific account of the budget of the Republic of Serbia.

All instructions, along with examples and method of filling in the payment slip, can be seen on the official web page of the Republican Commission for Protection of Rights in Public Procurement Procedures

<http://www.kjn.gov.rs/download/Taksa-popunjeni-nalozi-ci.pdf>

INSTRUCTION FOR PAYING THE FEE FOR SUBMISSION OF REQUEST FOR PROTECTION OF RIGHTS

The complete instruction for paying the fee can be seen on the website of the Republican Commission for Protection of Rights, link:

<http://www.kjn.gov.rs/ci/uputstvo-o-uplati-republicke-administrativne-takse.html>

21. THE DEADLINE IN WHICH THE CONTRACT SHALL BE CONCLUDED

The Contracting authority shall deliver the Contract on the Public Procurement to the bidder which is awarded the contract within 8 days since the day of request for protection of rights submission deadline expiry.

VIII THE FORM OF THE BID

The bid No. _____ of _____ for the public procurement - second-hand mobile cannons for the existing artificial snowmaking system Technoalpin, PP number 62/16.

1) GENERAL INFORMATION ON THE BIDDER

Name of the bidder:	
Address of the bidder:	
Identification Number of the bidder:	
Tax Identification Number of the bidder (TIN):	
Name of the contact person:	
Electronic address of the bidder (e-mail):	
Phone:	
Telefax:	
Number of the bidder's account and name of the bank:	
The authorized person for the Contract execution:	

2) THE BID IS SUBMITTED:

A) INDEPENDENTLY
B) WITH THE SUBCONTRACTOR
C) AS THE JOINT BID

Note: circle the method of the bid submission and write down information on the subcontractor, if the bid is submitted along with the subcontractor, i.e. information on all participants of the joint bid, if the bid is submitted by the group of subcontractors

3) The bid No. _____ of _____ for the public procurement - second-hand mobile cannons for the existing artificial snowmaking system Technoalpin, PP number 62/16.

The overall price without VAT	
Deadline and payment method	Payment after the delivery, based on the correct bill and signed minutes on the handover.
Delivery deadline	_____ days (<i>maximum 30</i>) since the day of the Contract conclusion.
Warranty period	_____ months (<i>at least 24</i>) since the day of delivery.
Place and method of delivery	Franco Ski center Kopaonik and ski resort Stara planina.
The bid validity period	_____ days (<i>at least 30</i>) since the day of the bid opening.

Date

M.P.

Bidder

The bidder must fill in, certify and sign the form of the bid, which certifies that information listed in the form of the bid is correct. If the bidders submit the joint bid, the group of bidders may decide that all bidders from the group of bidders fill in and certify the form of the bid with stamp, or the group of bidders may delegate one of the bidders to fill in, sign and certify the form of the bid with stamp.

4) INFORMATION ON THE SUBCONTRACTOR

1)	<i>Name of the subcontractor:</i>	
	<i>Address:</i>	
	<i>Identification number:</i>	
	<i>Tax Identification Number:</i>	
	<i>Name of the contact person:</i>	
	<i>The percentage of the overall value of the procurement performed by the subcontractor:</i>	
	<i>Part of the subject to the procurement performed by the subcontractor:</i>	
2)	<i>Name of the subcontractor:</i>	
	<i>Address:</i>	
	<i>Identification number:</i>	
	<i>Tax Identification Number:</i>	
	<i>Name of the contact person:</i>	
	<i>The percentage of the overall value of the procurement performed by the subcontractor:</i>	
	<i>Part of the subject to the procurement performed by the subcontractor:</i>	

Note:

The “Information on the subcontractor” table is filled in only by those bidders that submit the bid with the subcontractor, and if there are more subcontractors than fields in the table, the aforesaid form is necessary to multiply in a sufficient number of copies, fill in and submit for each subcontractor.

5) INFORMATION ON THE PARTICIPANT IN THE JOINT BID

1)	<i>Name of the participant in the joint bid:</i>	
	<i>Address:</i>	
	<i>Identification number:</i>	
	<i>Tax Identification Number:</i>	
	<i>Name of the contact person:</i>	
2)	<i>Name of the participant in the joint bid:</i>	
	<i>Address:</i>	
	<i>Identification number:</i>	
	<i>Tax Identification Number:</i>	
	<i>Name of the contact person:</i>	
3)	<i>Name of the participant in the joint bid:</i>	
	<i>Address:</i>	
	<i>Identification number:</i>	
	<i>Tax Identification Number:</i>	
	<i>Name of the contact person:</i>	

Note:

The “Information on the participant in the joint bid” table is filled in only by those bidders that submit the joint bid, and if there are more participants than fields in the table, the aforesaid form is necessary to multiply in a sufficient number of copies, fill in and submit for each bidder that is the participant in the joint bid.

X THE FORM OF THE STATEMENT OF THE INDEPENDENT BID

Pursuant to the Article 26 of the Law, _____
(Name of the bidder)
provides:

THE STATEMENT OF THE INDEPENDENT BID

Under full criminal and material liability I confirm that I independently submitted the bid in the public procurement procedure second-hand mobile cannons for the existing artificial snowmaking system Technoalpin, PP number 62/16, without agreement with other bidders or interested parties.

Date:

M.P.

The bidder's signature

Note: in case of reasonable doubt regarding the truthfulness of the statement of the independent bid, the Contracting authority shall promptly inform the organization in charge of competition protection. The organization in charge of competition protection may impose the ban from participation in the public procurement procedure to the bidder or the interested party if it determines that the bidder, i.e. the interested party, harmed competition in the public procurement procedure in terms of the laws prescribing competition protection.

If the bid is submitted by the group of bidders, the statement must be signed by the authorized person of each bidder from the group of bidders and certified with stamp.

XI THE FORM OF THE STATEMENT OF OBSERVANCE OF THE OBLIGATIONS FROM THE ARTICLE 75 PARAGRAPH 2 OF THE LAW

Regarding the Article 75, Paragraph 2 of the Law on Public Procurements, as the bidder's representative I provide a following

STATEMENT

The bidder _____ [provide name of the bidder] in the public procurement procedure - second-hand mobile cannons for the existing artificial snowmaking system Technoalpin, PP number 62/16 observed the obligations arising from the applicable regulations concerning work safety, employment and working conditions, environment protection and I guarantee that we have no ban on performing activities which is in force at the time of the bid submission.

Date

Bidder

(blank) M.P. (blank)

Note: If the bid is submitted by the group of bidders, the statement must be signed by the authorized person of each bidder from the group of bidders and certified with stamp.

XII THE MODEL OF THE CONTRACT ON THE PUBLIC PROCUREMENT, 62/16

Concluded between:

Public enterprise “Skijališta Srbije”, Novi beograd, 9 Milutina Milankovića St., Tax Identification Number 104521515, represented by acting manager Dejan Ćika (hereinafter: the Contracting authority),

and

_____ **with the business seat in** _____ **address**
_____ Tax Identification Number _____, represented by
_____ (hereinafter: the Supplier),

The Parties to the Contract agree that:

- the Contracting authority performed the negotiating procedure without publication of notifications for the bid submission for the public procurement of second-hand mobile cannons for the existing artificial snowmaking system Technoaplin, No. 62/16 based on the Article 36, Paragraph 1, Point 2 of the Law on Public Procurement and positive opinion of Public Procurement Office No. 404-02-1043/16 of May 19, 2016;
- In the negotiating procedure of the public procurement No. 62/16 the Supplier submitted the bid No. ____ of _____ 2016, registered with the Contracting authority under the number _____ of _____ 2016;
- On _____ 2016 the Contracting authority rendered a decision No. *** on granting the Contract to the Supplier for the public procurement of second-hand of mobile cannons for the existing artificial snowmaking system Technoalpin.

Subject to the Contract

Article 1

The subject to this contract is the purchase of second-hand mobile cannons for the existing artificial snowmaking system Technoalpin (hereinafter: mobile cannons) according to technical specification from tender documentation and the Supplier's bid No. _____ of _____ 2016, registered with the Contracting authority under the number *** of *** 2016, constituting the integral part of this Contract and is attached in the Annex.

(The Supplier acts together with the subcontractor _____ from _____ St. _____ which will partly execute the said public procurement in the part _____.

Price

Article 2

The overall price of the subject to the Contract from the Article 1 of this Contract is _____ RSD/EUR without VAT, in accordance with the form of the bid and the form of the price structure and technical specification which are the integral part of this Contract.

The price from the Paragraph 1 includes all costs of the realization of this Contract, including the costs of transport at the Contracting authority's location, which is also the obligation of the Supplier.

Method of payment

Article 3

The Contracting authority shall pay the agreed price after the completion of delivery of the subject to the Contract from the Article 1 of this Contract, based on delivered correct bill and signed minutes on the handover.

The day of signing the minutes on the handover from the Article 6 of this Contract shall be deemed the day of delivery of the subject to the Contract.

The means of financial security

Article 4

During the handover of the subject to the contract, the Supplier is obliged to deliver the Contracting authority bank guarantee for elimination of errors in the warranty period amounting to 10% of the Contract value and with period of validity 30 days longer than the agreed warranty period, which has to be unconditional and payable at the first notification, for the benefit of the Contract authority.

The Contracting authority can pay the guarantee for elimination of errors in the warranty period if the Supplier fails to start eliminating errors within 5 days since the day of receipt of the written request by the Contracting authority.

Delivery deadline and liquidated damages

Article 5

Delivery deadline of the subject to the Contract from the Article 1 is ____ (up to 30 days) days since the day of the conclusion of this Contract.

If the Supplier fails to fulfill its obligation, i.e. to deliver the subject to the contract in the agreed deadline, it is obliged to pay the Contracting authority the amount of 0.5% of the overall Contract value for each day overdue, considering that the maximum amount of liquidated damages cannot extend 30% of the overall agreed price.

Pursuant to the provisions of this Contract, the Contracting authority shall determine the number of days overdue of the agreed deadline by the Supplier and, based on that, shall calculate the amount of liquidated damages, for which amount shall decrease the payment of the agreed price.

The calculation of penal, i.e. liquidated damages, shall be delivered by the Contracting authority to the Supplier together with the document "The statement of offsetting - compensation" in two copies. The Supplier is obliged to return one certified copy of "The statement of offsetting - compensation" to the Contracting authority. Upon receipt of the certified copy, the Contracting authority shall pay the decreased invoice for the calculated penalties.

In case the Contracting authority suffered damage due to non-delivery or negligent or delivery of low quality or delay in delivery, which exceeds the liquidated damages value, the Contracting authority has the right to request the damage compensation as well.

Technical characteristics of parts and guarantee

Article 6

The subject to the Contract from the Article 1 must be fully in accordance with technical specification from tender documentation and the Supplier's bid.

The Supplier provides a guarantee for the delivered mobile cannons _____ months (*24 at least*).

During the warranty period, and upon request of the Contracting authority and at its own expense, within 5 days the Supplier is obliged to remove all the drawbacks and hidden flaws which could not be seen during the handover, to replace the parts of the equipment that are failed or the functionality of which is reduced with the new ones, and also to eliminate all other malfunctions arising from sloppy work and the use of low-quality material (including all costs necessary to remove the deposits).

The minutes on the handover

Article 7

The Parties to the Contract bind themselves to perform the handover following the delivery of the mobile cannons from the Paragraph 1 of this Contract in the procedure which shall be performed with the Handover Commission, where the representatives of the Parties to the Contract shall be members thereof.

The Commission makes the minutes on the handover.

The costs of the handover are borne by the Parties to the Contract, each for its own representatives.

Transitional and final provisions

Article 8

This Contract shall come into effect on the day of signing thereof by the authorized representatives of the Contracting authority and the Supplier.

Article 9

The law of the Republic of Serbia is deemed a material law.

For all that is not stipulated by this Contract, the provisions of the Law on Contracts and Torts of the Republic of Serbia and the regulations that stipulate the matter of this Contract, which were in force in the Republic of Serbia on the day of the conclusion of this Contract, shall apply.

Article 10

The Parties to the Contract shall strive to settle all potential disputes by mutual agreement, otherwise disputes shall be resolved by the competent court in Belgrade, the Republic of Serbia.

Article 11

This Contract is made in 4 (four) identical copies, 2 (two) of which are retained by each Party to the Contract.

FOR THE SUPPLIER

FOR THE CONTRACTING AUTHORITY

MANAGER Acting manager
Dejan Ćika

NOTE:

This model of the Contract is the content of the Contract which is to be concluded with the selected bidder (with possible corrections from the subject to the negotiating).

The bidder is obliged to fill in and certify the model of the Contract with stamp and to sign the last page of the model of the Contract. If the bidder does not sign the last page of the model of the Contract, the bid shall be refused as unacceptable in terms of the provisions of the Article 106, Paragraph 1, Point 5) of the Law on Public Procurements.