

JП Скијалишта Србије тел: +381 11 311 79 01 Милутина Миланковића 9 тел: +381 11 311 79 02 11070 Нови Београд, ПФ 29 факс:+381 11 311 90 30

BIDDING DOCUMENTS OPEN PROCEDURE

PUBLIC COMPANY "SKI RESORTS OF SERBIA" Milutin Milankovic New Belgrade

PUBLIC PROCUREMENT EQUIPMENT FOR HOLDING THE EUROPE CUP ON STARA PLANINA

PUBLIC PROCUREMENT NO. 56/15

Date of publication on the Public Procurement Portal: 16.09.2015

The deadline for submission of bids:

Opening of the bids:

16.10.2015 until 12 o'clock.

16.10.2015 at 12:30 pm

September, 2015

On the basis of Art. 32 and 61 of the Law on Public Procurement ("Off. Gazette of RS" no. 124/2012, 14/2015, 68/2015, hereinafter: the Law), Art. 2 of the Rulebook on Mandatory Elements of Tender Documentation in Public Procurement Procedures and the Manner of Proving the Fulfillment of Conditions ("Off. Gazette of RS" no. 29/2013), the Decision on the Initiation of the Public Procurement number 4166 from 09 .09 .2015 and the Decision on the establishment of Committee for Public procurement no. 56/15, no of Decision 4167 from 09 .09. 2015, the following was prepared:

BIDDING DOCUMENTS in an open procedure for public procurement Equipment for holding the Europe cup on Stara Planina PC no. 56/15

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I GENERAL INFORMATION ON PUBLIC PROCUREMENT

1. Client data

2. Type of public procurement

The respective public procurement is conducted in an open procedure, in accordance with the Law and regulations governing public procurement.

3. The subject of the public procurement

The subject of the public procurement no. 56/15 is equipment for holding the Europe Cup on Stara Planina.

4. The aim of the procedure

The public procurement procedure is carried out in order to conclude a public procurement contract.

5. Contact (person or department)

Person (or department) for contact: Department for Public Procurements, 011 / 222-39-61

II INFORMATION ON THE SUBJECT OF PUBLIC PROCUREMENT

1. The subject of the public procurement

The subject of the public procurement no. 56/15 is equipment for holding the Europe Cup on Stara Planina.

2. Designation of common procurement vocabulary

37410000 equipment for outdoor sports

3. Batches

The subject of the public procurement is not formed in batches.

III TYPE, TECHNICAL CHARACTERISTICS, QUALITY, QUANTITY AND DESCRIPTION OF THE GOODS, METHOD OF CONTROL AND ENSURING QUALITY ASSURANCE, TIME OF PERFORMANCE, PLACE OF PERFORMANCE, ETC.

Technical description

The subject of public procurement is the procurement, delivery and installation of protective nets type "A" on the "C" poles, on the ski slope Suncana dolina in ski resort Stara Planina. At the International Ski Federation (FIS) Public Enterprise Ski Resorts of Serbia filed an application for homologation of ski slope Suncana dolina in ski resort Stara Planina for speed skiing disciplines Downhill (DH) and super giant slalom (SG). According to the rules of the International Ski Federation, the implementation of safety and security measures on the track is necessary. In this sense, it is necessary to set up protective nets on the pillars, all in accordance with the rules of the International Ski Federation.

Nets would be placed on the scarps at the starting station of the ski lift Suncana dolina, with the length of about 250 m. "C" poles should be made of galvanized steel, with minimum diameter of 110 mm, the minimum pillar height of 6m, and minimum distance of the network from the pillar ("safety zone") being 3 m.

Number of pillars at the decided length is determined by the supplier according to their technical design. The obligation of the supplier is to calculate within offered unit prices for mounting "C" poles, all predicting works on the reinforced concrete footings with all ancillary works or any other necessary work according to technical solution suppliers for fixing pillars in the field. Suppliers' obligation is to submit to Client all technical documents related to the way of bonding and assembly of the mentioned equipment before work begins. In the case that oh the field which are performed contracted works, during or after work or during the warranty period, the erosion reaches the courts or some damages happen on already built ski infrastructure, etc.., the cost of repair or restore the field to its original state is the obligation of the Supplier.

Nets type "A" should be made of high-strength polyethylene, mesh 50x50 mm, plait Ø5 mm, boltrope Ø10 mm, height of the nets 3 m, minimum load of 1700 daN, in red color. Nets are hooked on the pillars and tightened using the "zig-zag" system. In the lower zone, it is necessary to set up a "sliding network", made of polyvinyl chloride, a mesh 8 mm, height of 2.25m, in red color. With nets and poles it is necessary to deliver all other relevant elements necessary for installation and further use, such as: upper and lower anchor rope, anchor tensioning ropes, carabineers, pullers and all the rest, here-listed, and according to the constructive design of the bidder.

The bidder must submit a catalog of equipment offered, from which the technical specifications of the equipment offered can be determined.

Site visit:

The Bidder may visit the site in the presence of an authorized person of the Client, if it considers that it is important for the quality preparation of bids. Site tour has to be announced to the Client 2 days earlier, and no later than 5 days before the deadline for submission of tenders. Contact person for the site visit Vladan Tosic, tel. 065 / 6889-342 or Stefan Vukadinovic, tel. 065 / 6889-340.

Payment:

The maximum amount of the advance allowed by the Client is 30%. The Client will pay the remaining amount after signing of the Minutes of the handover.

Payment will be in dinars or euros, depending on whether the supplier is domestic or foreign legal entity. VAT is to be paid by the Client.

Deadline:

Maximum deadline for completing the works is 15 days from the date of introduction to works and a Record will be made on this. The day of introducing the works shall be deemed as the day of mutual signing of the Record on introduction to the works.

Bidder's obligations:

During the assembly and tightening of the networks, the Bidder is obliged to train a person designated by the Ski Resorts of Serbia regarding the setup, removing and tightening of the nets.

IV CONDITIONS FOR PARTICIPATION IN THE PROCUREMENT PROCEDURE FROM ART. 75. AND 76. OF THE LAW AND INSTRUCTIONS ON HOW TO PROVE COMPLIANCE WITH THESE CONDITIONS

1. CONDITIONS FOR PARTICIPATION IN THE PROCUREMENT PROCEDURE FROM ART. 75. AND 76. OF THE LAW

- **1.1.** The right to participate in the proceedings of the public procurement has the bidder who meets the mandatory conditions for participation in public procurement procedures defined by Art. 75 Of the Law, meaning:
 - 1) That it is registered with the competent authority, i.e. registered in the appropriate Public Register (Art. 75 paragraph 1 item 1) of the Law);
 - 2) That he and his legal representative has not been convicted for any criminal offense as a member of an organized criminal group, have not been sentenced for crimes against the economy, crimes against the environment, the offense of receiving or giving bribes, the crime of fraud (Art. 75, paragraph 1 item 2) of the Law);
 - 3) That he has paid matured taxes, contributions and other public duties in accordance with the regulations of the Republic of Serbia or the State where it is registered (art. 75 paragraph 1 item 4) of the Law);
 - 4) The Bidder shall, in preparing the offer, expressly state that he respected the obligations arising from applicable regulations on occupational safety, employment and working conditions, environmental protection, and that there is no ban on performing the activity in force at the time of submitting the bid (Art. 75 paragraph 2 *of the Law*)
- **1.2.** Bidder, who participates in the proceedings of the public procurement, must meet **additional requirements** for participation in the procurement process, defined in Art. 76 of the Law, meaning:

1. That the bidder has not been blocked in the business account in the last 6 months to the date of the call for tenders on Public Procurement Portal;

2. That the Bidder has a positive operating result in the previous three financial years (2014, 2013 and 2012);

3. That in the last three years (2012, 2013, 2014 years) the bidder has mounted at least 10 "A" networks on the "C"poles, on the ski trails certified by the International Ski Federation (FIS) for holding competitions according to the calendar of the International Ski Federation.

- **1.3.** If the bidder is submitting the tender with a subcontractor, in accordance with Article 80. Of the Law, the subcontractor must meet the mandatory requirements of Article 75, paragraph 1, item 1) to 4) of the Law.
- **1.4.** If the bid is submitted by a group of bidders, each bidder from the group must meet the mandatory requirements of Article 75, paragraph 1, item 1) to 4) of the Law, and additional conditions should be met together as a group of bidders.

2. INSTRUCTIONS HOW TO PROVE THAT CONDITIONS ARE MET

Compliance with the **mandatory conditions** for participation in the public procurement, the bidder proves by submitting the following evidence:

- The requirement of Art. 75, paragraph 1, item 1) of the Law Proof: Extract from the Register of the Business Registers Agency or a certificate from the registrar of the Commercial Court:
- 2) The requirement of Art. 75, paragraph 1, item 2) of the Law Proof: Legal entities: 1) Certificate of criminal record or certificate of basic court in whose territory is the seat of the local legal entities, representative offices or headquarters or a branch of a foreign legal entity, which confirms that the legal person has not been convicted for crimes against the economy, crimes against the environment, the offense of receiving or giving bribes, the crime of fraud; 2) Extract from the criminal records of the Special Department for Organized Crime of the Higher Court in Belgrade, confirming that the legal entity has not been convicted of any of the criminal acts of organized crime; 3) extract from criminal record or certificate from the competent police administration of Ministry of Interior, confirming that the legal representative of the bidder has not been convicted for crimes against the economy, crimes against the environment, the offense of receiving or giving bribes, the crime of fraud and one of organized crime (the application may be submitted by place of birth or the place of residence of the legal representative). If the bidder has more legal representatives evidence should be submitted for each of them. Entrepreneurs and individuals: Extract from the criminal records or a certificate from the competent police administration of Ministry of Interior, confirming that there are no prior convictions for any of the offenses as members of organized criminal groups, nor was it sentenced for crimes against the economy, crimes against the environment, the offense of receiving or giving bribes, the crime of fraud (application may be submitted by place of birth or the place of residence).

Evidence should not be older than two months before the opening of bids; The evidence must be issued after the publication of calls for tender;

3) The requirement of Art. 75, paragraph 1, item 4) of the Law - Proof: Certificate of <u>Tax Administration of the Ministry of Finance</u> and Economy that the bidder has paid due taxes and contributions and <u>the certificate of the local self-governing authority</u> that they fulfilled their obligations arising from the original local public revenues or confirmation of the Privatization Agency that the bidder is in the process of privatization.

Evidence should not be older than two months before the opening of bids;

4) The requirement of Art. 75, paragraph 2 - Proof: Signed and notarized Declaration Form (form of the statement is given in chapter XII). The statement should be signed by an authorized person of the bidder and stamped. If the bid is submitted by a group of bidders the declaration must be signed by an authorized person of each bidder from the group of bidders and also stamped.

Compliance with the **mandatory conditions** for participation in the public procurement, the bidder proves by submitting the following evidence:

1. Confirmation of the National Bank of Serbia that the bidder has not been blocked in the business account, which includes the minimum required period or excerpt from the official website of the NBS, which contains the information requested;

- Profit and loss report for the previous three financial years (2014, 2013 and 2012) from which the contracting authority will see the position of AOP 229 Net profit (2012 and 2013), and the position of AOP 1065 Net loss (2014);
- 3. a. A copy of the contract for the delivery and installation

b. Certificate of the reference Buyer - on the form of tender documentation or in free form with all required data from the form - Annex 1
c. The certificate of homologation issued by the International Ski Federation (FIS) for the ski slope on which are mounted a nets of reference of the contract under point a. and b. or other evidence from which it can be explicitly determined that the track on which the equipment is placed certified by FIS.

<u>If the bid is submitted by a group of bidders</u> for each member of the group the bidder should provide evidence that it meets the requirements of Article 75, paragraph 1, item 1) to 4).

Additional conditions should be met by the group of bidders together.

<u>If the bid is submitted by a group of bidders</u> for each member of the group the bidder should provide evidence that it meets the requirements of Article 75, paragraph 1, item 1) to 4) of the Law.

The bidder can deliver the above evidence on fulfillment of conditions in the form of uncertified copies, and the contracting authority may, before the decision to award the contract, request the bidder whose tender was on the basis of the public procurement report evaluated as the best, to submit to the original or certified copy of all or certain evidences. If a bidder in the set, appropriate term which shall not be less than five days, does not submit the original or a certified copy of the requested evidence, the contracting authority shall reject its bid as unacceptable.

Evidence that are publicly available on the Internet -

The bidder is not obliged to provide evidence that is publicly available on the website of the competent authorities. The Client will not refuse the offer as unacceptable, if it does not contain evidence of a certain tender documents, if the bidder stated and offered the Internet page with the data required under the terms publicly available.

REGISTER OF BIDDERS IN THE BUSINESS REGISTERS AGENCY -

Upon the tender submission, a person entered in the register of bidders in the Business Registers Agency is not bound to prove compliance with the mandatory requirements referred to in Items 1-4, in accordance with Article 78, paragraph 5 of the Law on Public Procurement.

The Client will not refuse the offer as unacceptable, if it does not contain evidence of certain tender documents, if the bidder stated and offered the Internet page with the data required under the terms publicly available.

If the evidence on fulfillment of conditions is an electronic document, the bidder should submit a copy of an electronic document in writing, in accordance with the law governing electronic documents, unless it submits an electronic bid when the evidence is submitted in the original electronic format. If the country in which the bidder is headquartered does not issue the requested evidence, the bidder may, instead of the evidence, attach a written statement, made under penalty of perjury obligation and certified before a judicial or administrative authority, notary or other competent authority of that State.

If the supplier is headquartered in another country, the Client can check whether the documents by which tenderer prove the fulfillments of the required conditions are issued by the competent authorities of that State.

The bidder shall promptly notify the Client in writing of any change in relation to the fulfillment of conditions from the public procurement procedure, which happened before the decision or conclusion of the contract, or during the term of the contract on public procurement and to document it in a prescribed manner.

VINSTRUCTIONS TO BIDDERS ON HOW TO PREPARE THE BID

1. INFORMATION ABOUT THE LANGUAGE IN WHICH THE OFFER MUST BE MADE

The bidder shall submit a bid in the Serbian language or in English. If the contracting authority determines that the part of the bid had to be translated into Serbian, Client will determine reasonable time limit within the bidder are required to make a translation of this part of the bid.

2. HOW TO PREPARE THE BID

The bidder should submit the bid directly or send it by mail in a sealed envelope or box, sealed in such a way that during the opening it can be with certainty determined that it is opened for the first time.

On the reverse side of the envelope or box indicate the name and address of the bidder.

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

Tender to be submitted to the following address: PC "Ski resorts of Serbia", 9 Milutina Milankovica, 11070 New Belgrade, "Tender for public procurement - EQUIPMENT FOR HOLDING THE EUROPE CUP ON STARA PLANINA, PP no. 56/15 - DO NOT OPEN".

The offer is considered timely if received by the Client until 16.10 .2015 at 12:00 o'clock.

The Client will, upon the receipt of the tender, on the envelope or box in which the offer is located, mark the time of receipt and record the number and date of the bid bin the order of arrival. If the bid is delivered directly, the Client will give to the bidder a confirmation receipt. In the confirmation receipt, the Client will indicate the date and time of receiving the offer.

The bid which the Client has not received within the deadline set for the submission of bids, or which was received after the date and hour by which bids can be submitted, shall be considered tardy.

A bidder may submit only one bid. The bidder, who submitted a bid independently, cannot simultaneously participate in a joint tender or as a subcontractor, nor can the same entity participate in more joint bids.

Within the deadline for submitting the bids, the bidder may amend, supplement or revoke its bid in the manner specified in the tender documents.

Opening of bids shall be carried out immediately after the deadline for submission of tenders, on the day 16.10.2015. beginning at 12:30 minutes in the premises at the following Client address: 9 Milutina Milankovića, 4th floor, New Belgrade.

Opening of bids is public and can be attended by any interested person, while only legal representatives and authorized representatives of bidders can actively participate.

Before the procedure of public opening the bids starts, authorized representatives of the bidders are obliged to submit to the Committee for Public Procurement of the Client the authorization to participate in the tender opening procedure.

The authorization must contain the name and surname of the authorized representative, ID card number, personal identification number, stamp and signature of authorized person.

Without such authorization, the representative has only the right to be present and cannot take active actions in the procedure (signing of the minutes, stating any objections to the opening of tenders, etc.).

The offer must contain:

- A completed, signed and stamped certified Bid Form
- A completed, signed and stamped certified form Information about the Subcontractor, if the bidder entrusts the subcontractor partial performance of procurement.
- A completed, signed and stamped certified form Information about the bidder participating in a joint bid, if the offer is submitted by a group of bidders.
- Evidence of the fulfillment of the additional requirements from Article 77 3JH mentioned in the Guidelines on how to prove compliance with the conditions referred to in Article 75 and 76 3JH
- Model of the contract completed, signed and stamped certified
- Filled, sealed certified and signed Form for Price Structure
- Filled, sealed and signed Form for the Cost of Preparing Bids (optional)
- Filled, sealed and signed Statement Form of an Independent Bid
- Filled, sealed and signed Form for Statements on Honoring the Obligations
- The bidder must submit a catalog of equipment offered, from which the technical specifications of the equipment offered can be determined.

If the bidders submit a joint bid, a group of bidders can choose for the forms given in the tender documents to be signed and stamp certified by all Bidders from the group or a group of bidders may appoint one bidder who will sign and seal certify forms given in tender documents, except the forms that involve making statements under tangible and criminal liability (e.g. Statement of the Independent Offer, Statement on Honoring the Obligations from Art. 75. Paragraph 2. Of the Law ...), which must be signed and stamped by each bidder from the group of bidders. In case the bidders decide that one bidder from the group signs and certifies by stamp the forms given in the tender documents (except for forms that involve making statements under tangible and criminal liability), this should be defined in an agreement which obliges that bidders from the group have an obligation towards each other and towards the Client to execute the public procurement, and this Agreement should be an integral part of a joint bid, pursuant to Art. 81 Of the Law.

3. BATCHES

The subject of the public procurement is not formed in batches.

4. BIDS WITH VARIANTS

Submission of a tender with variants is not allowed.

5. METHOD OF CHANGES, AMENDMENTS AND REVOCATION OF OFFERS

Within the deadline for submitting the bids, the bidder may amend, supplement or revoke its bid in the manner specified in the tender documents.

The bidder should clearly indicate which part of the offer is changed or which documents are subsequently delivered.

Amendment, supplementing or revocation of the tender must be submitted to: PC "Ski resorts of Serbia", 9 Milutina Milankovica, 11070 New Belgrade, with note:

"Amendment of the bid for public procurement of equipment for holding the Europe Cup in Stara Planina, **PP no. 56/15 - DO NOT OPEN** "or

"Supplement of the bid for public procurement of equipment for holding the Europe Cup in Stara Planina, **PP no. 56/15 - DO NOT OPEN** "or

"Revoking of the bid for public procurement of equipment for holding the Europe Cup in Stara Planina, **PP no. 56/15 - DO NOT OPEN** "or

"Amendment and supplement of the bid for public procurement of equipment for holding the Europe Cup in Stara Planina, PP no. 56/15 - DO NOT OPEN "or

On the reverse side of the envelope or box indicate the name and address of the bidder. In case the bid is submitted by a group of bidders, it is necessary to indicate the envelope that it is a group of bidders and list the names and addresses of all participants in the joint tender. After the deadline for submission of bids supplier cannot withdraw or change its offer.

6. PARTICIPATION IN JOINT TENDER OR AS A SUBCONTRACTOR

A bidder may submit only one bid.

The bidder, who submitted a bid independently, cannot simultaneously participate in a joint tender or as a subcontractor, nor can the same entity participate in more joint bids.

The Bid Form (Section **VI**), a bidder should state in which way the bid is submitted, that is, whether it is an independent bid or a joint bid, or a bid with the subcontractor.

7. BIDS WITH SUBCONTRACTOR

If the bidder is submitting the bid with a subcontractor, it is obliged to indicate in the Bid Form (Section **VI**) that the bid is submitted with a subcontractor, the percentage of the total value of procurement that will be entrusted to the subcontractor, which cannot be greater than 50%, as well as the part of the procurement subject that will be performed by the subcontractors.

In the Bid Form, the Bidder states the name and the seat of the sub-contractors, if the partial performance of procurement will be entrusted to the subcontractor.

If a public procurement contract has been concluded between the Client and the bidder who submitted a bid with the subcontractor, that subcontractor should be indicated in the contract on public procurement as well.

The bidder is bound to provide evidence for the subcontractor of fulfillment of the conditions specified in Chapter IV of the tender documentation, in accordance with the Instructions on how to prove the fulfillment of conditions.

Bidder is fully responsible to the Client for the enforcement of obligations under the public procurement and execution of contractual obligations, irrespective of the number of subcontractors.

The Bidder is bound to enable access to the subcontractor for the Client, at his request, for the purpose of determining compliance with the required conditions.

8. JOINT OFFER

A bid may be submitted by a group of bidders.

If the bid is submitted by a group of bidders, an integral part of a joint bid must be an agreement by which bidders from the group oblige to each other and to the client to the execution of public procurement, which should contain the information referred to in Article 81. Paragraph 4 Of the Law, meaning:

- member of the group who will be the main contractor, i.e. the one to submit a bid and who will represent the consortium in front of the Client,
- Job description of each bidder from the group of bidders in the execution of the contract.

The bidder is bound to provide evidence for the subcontractor of fulfillment of the conditions specified in Chapter IV of the tender documentation, in accordance with the Instructions on how to prove the fulfillment of conditions.

Bidders from a group shall have unlimited liability to the Client.

An association may submit bids independently and in its own name and for the account of its members or a joint bid on behalf of its members.

If the association submits an offer in its own name for the obligations of the public procurement and public procurement contract, then the association and its members are responsible for the bid in accordance with the law.

If the association submits a joint bid on behalf of its members for the obligations under the public procurement and public procurement contract, all the members are jointly and unlimitedly liable.

9. PAYMENT TERMS, WARRANTY PERIOD, AS WELLAS OTHER CIRCUMSTANCES ON WHICH THE ACCEPTANCE OF OFFER DEPENDS

<u>9.1 Requirements regarding the manner, deadline and conditions of payment.</u>

The amount of the advance payment bidder stated in the tender form. The maximum amount of the advance allowed by the Client is 30%. The Client will pay the remaining amount upon completion of delivery and installation, based on the signing of the Minutes of the handover, within 45 days from the receipt of a correct invoice for the delivered and installed equipment. Calculation of delivered goods and works is done according to actual quantities and unit prices of accepted Bidders bid.

Payment is made by transfer to the account of the bidder.

<u>9.2 Requirements regarding the completion date of the works</u>

Maximum deadline for completing the works bidder stated in the tender form and should not be longer than 15 days from the date of introduction into the works, and a Record will be made on this.

The day of introducing the works shall be deemed as the day of mutual signing of the Record on introduction to the works.

If the bidder offers a longer term, the offer will be rejected as unacceptable.

In the event that during the implementation of the contract, weather conditions occur that objectively hinder the execution of the agreed works on the installation at the location, both parties retain the right to consistently extend the deadline for completion of works.

<u>9.3 Requirements regarding the completion date of the works</u>

Validity period of the bid may not be less than 30 days from the date of opening of bids.

In the case of the expiry of the bid, the Client will require in writing that the bidder extends the offer.

The bidder, who accepts the request for extension of bid validity period, cannot change the offer.

9.4 Warranty period

The warranty period may not be less than 2 years.

Warranty period contains the equipment warranty and a guarantee for the completed works. If a bidder offer shorter warranty period, the offer will be rejected as unacceptable.

10. CURRENCY AND THE MANNER IN WHICH THE OFFERED PRICE SHOULD BE STATED AND QUOTED

The price must be expressed in dinars. The Client allows the bidder to express the price offered in euros (the medium exchange rate of NBS on the day when it started opening bids will be used for conversion into dinars), with and without value added tax, inclusive of all costs that the bidder has in the realization of the subject public procurement, whereas in the evaluation of the offer the price without value added tax will be taken into account.

The price includes all costs that the bidder has in the realization of the subject public procurement.

The price is fixed and cannot be changed.

If the bid presented an unusually low price, the Client shall act in accordance with Article 92 of the Law.

If the offered price includes import duties and other charges, the bidder is required to express that part separately in dinars.

11. INFORMATION ON STATE AUTHORITY OR ORGANIZATION, GOVERNMENT SERVICE, TERRITORIAL AUTONOMY SERVICE OR LOCAL SELF-GOVERNMENT WHERE THE CORRECT INFORMATION ON TAXES, ENVIRONMENTAL PROTECTION, EMPLOYMENT PROTECTION, WORKING CONDITIONS, ETC. CAN BE PROMPTLY OBTAINED, THOSE WHICH ARE RELATED TO THE EXECUTION OF THE PUBLIC PROCUREMENT

Information on taxes can be obtained at the Tax Administration, the Ministry of Finance and Economy.

Data on environmental protection can be obtained in the Agency for Environmental Protection and the Ministry of Energy, Development and Environmental Protection.

Data on employment protection and working conditions can be obtained from the Ministry of Labor, Employment and Social Policy.

12. INFORMATION ON THE TYPE, CONTENT, MANNER OF DELIVERY, LEVEL AND TIME LIMITS FOR THE SECURITIES OF THE FULFILLMENT OF BIDDER'S OBLIGATIONS

<u>Bidder whose bid was selected as the best</u> should submit the following security denominated to the Client:

- Original bank guarantee for refund of advance payment at the time of conclusion of the contract, in the amount of agreed advance payment, valid until execution of the work, or the signing of the Minutes of the handover.

- **Original bank guarantee for good performance** at the time of conclusion of the contract, in the amount of 10% of the contracted price with validity of 30 days after the signing the Minutes on the handover;

- **Original bank guarantee for remedying of defects** within the warranty period, at the time of signing of the Minutes of the handover, in the amount of 10% of the contracted price with validity of 5 days longer than the warranty period.

The bank guarantee must be unconditional and payable on the first call.

For all questions regarding the financial security, provisions of the Regulation on mandatory elements of tender documentation in public procurement procedures are applied. (" Off. Gazette RS 50/2009).

13. PROTECTION OF THE CONFIDENTIALITY OF DATA THAT THE CLEINT PUTS AVAILABLE TO THE BIDDERS, INCLUDING THEIR SUBCONTRACTORS

The respective procurement does not contain confidential information that the Client made available.

14. ADDITIONAL INFORMATION OR CLARIFICATION REGARDING THE BID PREPARATION

Interested parties may require information in writing, on the address of the Client by mail: PC Ski Resorts of Serbia, 9 Milutina Milankovića, Novi Beograd, e-mail: daliborka.vukojevic@skijalistasrbije.rs or by fax at 011 / 311-90-30, asking additional information or clarification regarding bid preparation, not later than 5 days before the deadline for submission of bids.

The Client will, within three (3) days of receipt of the request for additional information or clarification of tender documents, publish the answer on the Public Procurement Portal and on its website.

Additional information or clarification should be addressed with the note "Request for additional information or clarification of tender documents, PP no. 56/15 ".

If the Client changes or amends the tender documents, 8 or fewer days before the deadline for submission of bids, it is obliged to extend the deadline for submission of tenders and publish a notice of extension of the deadline for submission of bids.

After the deadline for submission of bids expires, the Client cannot withdraw or change its offer.

Searching for additional information or clarification regarding bid preparation by telephone is not allowed.

Communication in the procurement process is carried out in a manner determined by Article 20. of the Law.

15. ADDITIONAL NOTES FROM THE BIDDER AFTER BID OPENING AND CONTROL IN BIDDER OR ITS SUBCONTRACTOR

After opening the bids, the Client may, during the professional evaluation of bids, request in writing from the bidder additional explanations that will help in the examination, evaluation and comparison of tenders, and can perform control (inspection) of the bidder, or its subcontractor at their premises (Article 93 of the Law)

If the Client deems that further clarification is needed or it is necessary to perform inspection at bidder's premises, or its subcontractor, the Client will leave the bidder appropriate time to comply with the request of the Client or to provide the Client control (inspection) of the bidders, as well as the subcontractors.

The Client may, with the consent of the bidder, perform the correction of calculation errors observed when considering the bid after the opening.

In case of difference between unit and total price, the unit price will be deemed authoritative. If the bidder does not agree with the correction of calculation errors, the Client will reject its bid as unacceptable.

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

The selection of the best bid will be made by applying the criterion of "lowest price offered".

17. ELEMENTS OF CRITERIA BASED ON WHICH THE CLIENT WILL AWARD THE CONTRACT IN A SITUATION WHERE THERE ARE TWO OR MORE BIDS WITH EQUAL NUMBER OF POINTS OR THE SAME PRICE OFFERED

If two or more bids have the same lowest price offered, the bidder who offered shorter deadline for completion of work will be selected as the best offer. In the case of the same deadline for completion of work, the bidder who offered a longer warranty period will be selected as the best bid.

18. RESPECTING THE OBLIGATIONS UNDER APPLICABLE REGULATIONS

Within their offers, the bidders should supply a declaration made under penalty of perjury that they respected all obligations arising from applicable regulations on occupational safety, employment and working conditions, environmental protection, and that there is no ban on performing the activity in force at the time of submission of the bid. (Form of the statement is given in chapter XII of the tender documentation).

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

The fee for the use of patents, as well as liability for breach of protected intellectual property rights of third parties shall be borne by the bidder.

20. METHOD AND DEADLINE FOR SUBMISSION OF APPLICATIONS FOR PROTECTION OF BIDDER'S RIGHTS

The request for protection of bidder's rights may be submitted by the bidder, the applicant, candidate or interested party who has an interest in the award of the contract or a framework agreement in the present procurement procedure and who has suffered or could suffer damage due to the conduct of the Client contrary to the provisions of this Law.

The request for protection of rights should be submitted to the Client, and a copy also delivered to the Republic Commission.

The request for protection of rights may be filed during the entire public procurement procedure, against any acts of the Client unless the law provides otherwise.

The request for protection of rights that is challenging the type of procedure, the content of invitation to tender or tender documentation, shall be deemed timely if received by the Client no later than seven days before the deadline for submission of tenders, and in the procurement of low value and the qualification procedure if it is received by the Client three days before the deadline for submission of tenders, regardless of the method of delivery and if the applicant has, in accordance with Article 63, Paragraph 2 of the Law, pointed to the Client any deficiencies and irregularities, and the Client did not rectify them.

The request for protection of rights that is challenging the actions taken by the Client prior to the deadline for submission of bids, and after the deadline referred to in paragraph 3 of this Article, will be considered timely if it is filed no later than the deadline for submission of the bids.

After the decision to award the contract, a decision on the conclusion of a framework agreement, a decision on the recognition of qualifications and the decision to discontinue the proceedings, the time limit for filing a request for protection of rights is ten days from the date of publication of the decision on the Public Procurement Portal, and five days in the

procurement of small values and the decision to award a contract based on a framework agreement in accordance with Article 40 of the Law.

The request for the protection of rights can not dispute the acts of the Client taken in the procurement process if the applicant was or could have been aware of the reasons for its submission before the deadline for submission of applications referred to in Paragraphs 3 and 4 of this

Article and the applicant had not submitted it before that deadline.

If in the same procurement procedure, an application for protection of rights was re-submitted and it is of the same claimant, this claim cannot dispute acts of the Client for which the claimant knew or could have known when filing the prior request.

The request for protection of rights does not retain further activities of the Client in the procurement process in accordance with the provisions of Article 150 of this Law. *

The Client will publish a notice on the request for the protection of bidder's rights on the public procurement portal and on its website, no later than two days from the date of receipt of the request for protection of rights, which includes data from Annex 3LJ

The request for protection of rights must contain:

1) The name and address of the applicant and contact person;

2) The name and address of the Client;

3) Data on public procurement which is the subject of the request or of the Client's decision;

4) Violation of the regulations governing public procurement procedure;

5) The facts and evidence to prove the violation;

6) Proof of payment of the fee referred to in Article 156 of this Law;

7) The applicant's signature.

If you filed request for protection of rights does not contain all the required elements, the Client will reject such request by conclusion. *

The applicant for protection of rights is bound to pay to the account of the budget of the Republic of Serbia a fee of: *

1) 60,000 dinars in the procurement of low value and the negotiated procedure without publication of a call for bids;*

2) 120,000 dinars if the request for protection of rights is filed before the opening of bids and if the estimated value does not exceed 120,000,000 dinars *

3) 250,000 dinars if the request for protection of rights is filed before the opening of bids and if the estimated value exceeds 120,000,000 dinars *

4) 120,000 dinars if the request for protection of rights submitted after the opening of bids and if the estimated value does not exceed 120,000,000 dinars *

5) 120,000 dinars if the request for protection of rights is submitted after the opening of bids and if the sum of the estimated value of the disputed batches does not exceed 120,000,000 dinars, if the acquisition formed in batches; *

6) 0.1% of the estimated value of public procurement, that is the offered price of the bidder to whom the contract was awarded, if the request for protection of rights was submitted after the opening of bids and if the value exceeds 120,000,000 dinars *

7) 0.1% of the sum of the estimated value of all the disputed parties of public procurement, i.e. the offered price of the bidder that was awarded the contract, if the request for protection of rights was submitted after the opening of bids and if the value exceeds 120,000,000 dinars. *

INSTRUCTION ON PAYMENT OF FEES FOR SUBMISSION OF THE REQUEST FOR PROTECTION OF RIGHTS

Article 151 of the Law on Public Procurement ("Off. Gazette of RS" no. 124/12, hereinafter: PPL) provides that the request for protection of rights must include, inter alia, the receipt for payment of the fee from the Article 156 of the PPL.

The applicant for protection of rights is bound to pay to the account of the budget of the Republic of Serbia a fee in the amount prescribed in Article 156 of the PPL.

As proof of payment of the fee, pursuant to Article 151, paragraph 1, item 6) PPL, the following will be accepted:

1. 6) proof of payment of the fee referred to in Article 156 of PPL containing the following elements:

(1) To be issued by the bank and contain the stamp of the bank;

(2) that it constitutes a proof of payment of taxes, which means that the certificate must contain information that the order for payment of fees or transfer order for the fee was realized, as well as the date of execution of the order;

(3) The amount of fees referred to in Article 156 of PPL whose payments are made;

(4) Account number: 840-30678845-06;

(5) Code of payment: 153 or 253;

(6) The reference number: data on the number or designation of public procurement regarding which the request for protection of rights is filed;

(7) The purpose of: CPA; name of the Client; number or code of public procurement regarding which the request for protection of rights is filed;

(8) Beneficiary: Budget of the Republic of Serbia;

(9) The name of the payee, or the name of the applicant for the protection of rights for which the payment of fees was made;

(10) The signature of an authorized person from the Bank.

2. Order for payment, the first copy, certified by authorized signature and stamp of the bank or post office, which contains all the other elements of the confirmation of the payment of Fees listed under point 1.

3. Certificate issued by the Republic of Serbia, Ministry of Finance, Administration

of Treasury, signed and stamped, containing all the elements from the certificate of payment of the fee referred to in point 1, other than those referred to in (1) and (10), for applicants requesting the protection of rights who have opened an account in the accompanying consolidated treasury account, which is kept at the Treasury (users of the budget funds, beneficiaries of funds of organizations for mandatory social insurance and other users of public funds);

4. Confirmation issued by the National Bank of Serbia, which contains all elements of the confirmation of payment of the fee referred to in item 1, for applicants of requests for protection of rights (banks and others entities) who have opened an account with the National Bank of Serbia in accordance with the Law and other regulations.

21.DEADLINE FOR THE CONTRACT TO BE SIGNED

The Client will submit the public procurement contract to the bidder which was awarded the contract within 8 days since the expiry of the deadline for filing a request for protection of rights.

In the case that only one bid was submitted, the Client may conclude the contract before the deadline for submission of applications for the protection of rights, in accordance with Article 112, paragraph 2, point 5) of the Law.

VI BID FORM

Offer No. ______ by _____ of public procurement of equipment for holding the Europe Cup in Stara Planina, PP No. 56/15.

1) GENERAL INFORMATION ABOUT THE BIDDER

Name of the bidder:	
v	
Address of the Bidder:	
Registration number of the bidder:	
The tax identification number of the hidden	
The tax identification number of the bidder	
(TIN:	
Name of contact person:	
rame of contact person.	
Electronic address of the bidder (e-mail):	
Phone:	
1 none.	
Fax:	
1 (1)(.	
Account number of the bidder and the name	
of the bank:	
The person authorized to sign the contract	
- ~	

2) THE BID WAS SUBMITTED:

A) INDIVIDUALLY

B) WITH SUBCONTRACTOR

V) AS A JOINT OFFER

Note: circle the method for submitting bids and give details of the subcontractor, if the bid is submitted with a subcontractor, i.e. data on all participants of a joint bid, if the offer is submitted by a group of bidders

3) INFORMATION ON SUBCONTRACTORS

1)	Name of the subcontractor:	
	Address:	
	Registration number:	
	Tax identification number:	
	Name of contact person:	
	The percentage of the total value of procurement that will be performed by the subcontractor:	
	Part of the procurement that will be performed by the subcontractor:	
2)	Name of the subcontractor:	
	Address:	
	Registration number:	
	Tax identification number:	
	Name of contact person:	
	The percentage of the total value of procurement that will be performed by the subcontractor:	
	Part of the procurement that will be performed by the subcontractor:	

NOTE:

Table "Information on the sub-contractor" should be filled only by those bidders who submit a bid with a subcontractor, and if there are a larger number of subcontractors than the space provided in the table, it is necessary to copy the contact form in sufficient number of copies, to complete and deliver for each subcontractor.

4) INFORMATION ON PARTICIPANTS IN JOINT TENDER

1)	Name of the participant in the joint tender:	
	Address:	
	Registration number:	
	Tax identification number:	
	Name of contact person:	
2)	Name of the participant in the joint tender:	
	Address:	
	Registration number:	
	Tax identification number:	
	Name of contact person:	
3)	Name of the participant in the joint tender:	
	Address:	
	Registration number:	
	Tax identification number:	
	Name of contact person:	

NOTE:

Table "Information about a participant in a joint bid" is to be filled only for those bidders submitting a joint bid, and if there is a larger number of participants in a joint bid than the space provided in the table, it is necessary to copy the contact form in sufficient number of copies to complete and submit for each bidder participating in a joint bid.

5) **DESCRIPTION OF THE SUBJECT OF THE PROCUREMENT** - Equipment for holding the European Cup in Stara Planina, PP No. 56/15.

Bidder:	
TIN:	_

Number and date of the offer: _____

The total bid price for the delivery and installation of equipment for holding the Europe Cup in Stara Planina is ______ RSD / EUR without VAT or ______ RSD / EUR with VAT included, all in accordance with the technical specification and price structure which are an integral part of the offer.

* The Bidder may express the price in dinars or euros (mark the currency).

The price includes all costs that the bidder has in the realization of the subject public procurement.

Method of payment

The amount of the advance payment that the bidder demands is _____% (maximum 30%) of the contract price.

The Client will pay the remaining amount upon completion of delivery and installation of equipment, based on the signing of the Minutes of the handover, within 15 days from the receipt of a correct invoice for the delivered and installed equipment.

The deadline for completing the works is _____ (maximum 15 days) calendar days from the date of introducing the Bidder in the works, regarding which a Record will be made. The day of introducing the works shall be deemed as the day of mutual signing of the Record on introduction to the works.

The warranty period for the completed works is _____ (minimum 2 years) years.

The warranty period for the equipment is _____ (minimum 2 years) years.

The offer is valid _____ (minimum 30 days) days from the date of opening of bids.

Date

Bidder

Place for stamp

Notes:

The bidder must complete, sign and stamp the Form bid, which certifies that the data listed in the tender form are correct. If bidders submit a joint bid, a group of bidders may choose for the Bid Form to be signed and stamp certified by all Bidders from the group or a group of bidders may appoint one member of the group who will fill out, sign and seal certify the Bid Form.

VII MODEL OF THE CONTRACT

Concluded between:

Public Enterprise ''Ski Resorts of Serbia'', with headquarters in Novi Beograd, 9 Milutina Milankovića, TIN 104521515, identification number 20183390, represented by Director Dejan Ljevnaić (hereinafter referred to as the **Client**)

and

based	in	, address
, TIN		, registration number
which is represented by		(hereinafter

Supplier).

The Contracting Parties agree that:

-that the Client has, pursuant to Article 32 and 53 of the Law on Public Procurement (Official Gazette of the Republic of Serbia, No.124 / 12) and the Decision on initiation of the procedure no. ----- 2015 carried out an open procedure for public procurement of equipment for holding Europa Cup on Stara Planina, number of procurement / 15; -that the Supplier submitted its Bid number______ from_____2015, filed with the Client under the number /////// of ///// 2015, which is an integral part of this contract and is attached thereto; -that the offer of the Supplier with a subcontractor ______

or joint offer _____

_, in accordance

with the agreement on joint participation (to be completed only in the event that the Bidder performs with a subcontractor, or in the case of a joint bid);

-that the Client has, in accordance with Article 108 of the Public Procurement Law, issued a Decision no. /////// from///////// 2015, regarding the contract award to the Supplier for Public Procurement no. 56/15.

Subject of the Contract

Article 1

The subject of this Contract is the purchase, delivery and installation of equipment for holding of the Europe Cup in Stara Planina, all in accordance with the technical specification of the tender documentation and Supplier's Offer No. ______ from _____2015, which was filed with the Client under number *** from *** 2015 (to be completed by the Client), which is an integral part of this Contract and is attached to it.

Price

Article 2

For the purchase of equipment for holding the Europe Cup in Stara Planina, under Article 1 of this Contract, the Client undertakes to pay to the Contractor the price in the amount of _____ RSD / EUR without VAT or _____ RSD / EUR with VAT included.

The total contracted price referred to in paragraph 1 of this Article of this Contract includes the cost of delivery - transport to the ski resort Stara Planina, all other accompanying costs as well as training of the Client's employees by the Contractor.

The price is fixed. VAT is to be paid by the Client.

Method of payment

Article 3

The Client will pay to the Supplier, at its current account no. _______in ______bank, the agreed price under Article 2, paragraph 1 of this Contract as follows: ______Advance payment in the amount of ____% of the contracted price, which amounts to ______RSD / EUR without VAT, or ______RSD / EUR with VAT included:

The remaining payment in the amount of ____% of the contracted price, which amounts to_____ RSD / EUR without VAT or _____ RSD / EUR with VAT included, Client will pay upon completion of delivery and installation, based on the signing of the Minutes of the handover, within 15 days from the receipt of a correct invoice for the delivered and installed equipment.

Calculation of delivered goods and works is done according to actual quantities and unit prices of accepted Bidders bid.

In the event that the offered / contract price is in euros:

The Client will pay to the Supplier the agreed amount under Article 2 of this Contract at the middle exchange rate on the day of submission of invoice.

Financial security

Article 4

When signing this Contract, the Supplier is obliged to submit to the Client a bank guarantee for refund of advance payment, for the amount of the agreed advance payment with the validity of at least thirty (30) days after the signing of the Minutes of the handover, which must be unconditional and payable on the first call, and for the benefit of Client.

When signing this Contract, the Supplier is obliged to submit to the Client a bank guarantee for good performance in the amount of 10% of contract value with validity period of 30 (thirty) days after the signing of the Minutes of the handover, which must be unconditional and payable on the first call and in favor of the Client.

In the event of the conditions for extension of deadlines for completing the work, the Supplier is obliged to extend the validity of the bank guarantee.

In the case of expiry of the bank guarantees while the realization of this Contract is still happening, the Supplier will, at its own expense, extend the validity of bank guarantees.

When signing the minutes on the handover, the Supplier undertakes to submit to the Client a bank guarantee for remedying of defects within the warranty period, in the amount of 10% of the contract value and the validity period of 3 days longer than the agreed warranty period, which must be unconditional and payable on the first call and in favor of the Client.

The Client can collect the Guarantee for the elimination of defects within the warranty period if the Supplier fails to start remedying defects within 5 days of receipt of the written requirements from the Client.

Method and deadline for completion of works

Article 5

The Supplier undertakes to deliver and assemble the subject of the agreement referred to in Article 1 of this contract in the ski resort Stara Planina.

During assembly and tightening of the networks, the Supplier is obliged to train a person designated by the Client in terms of set it up, removal and tightening of the networks.

Until the moment of delivery of equipment to the Client, the risk of its accidental loss or damage shall be borne by the Supplier.

The deadline for completing the work referred to in Article 1 of this Contract is ______ days from the date of introduction of the Supplier into the business, whilst a Record on introduction into the business will be made. The day of introducing the works shall be deemed as the day of mutual signing of the Record on introduction to the works.

In the event that certain weather conditions that objectively hinder the execution of the agreed work on the installation location occur during the implementation of the Contract, the parties retain the right to consistently extend the deadline for the execution of the works referred to in paragraph 4 of this Article.

Minutes of handover

Article 6

Quantitative and qualitative handover of the supplied and installed equipment is to be carried out at the premises of the Client, in ski resort Stara Planina, and in the presence of authorized representatives of the Client and the Supplier.

Upon completion of quantitative and qualitative handover, the authorized representatives of the Client and the Supplier will prepare a Record of quantitative and qualitative handover to be signed and authenticated.

If, during the handover, it is identified that the equipment supplied does not match the agreed quality or that the constructed assembly is not in accordance with the technical specifications of procurement or have deficiencies, these deficiencies are stated in the Minutes, and the Supplier is obliged to deliver or replace the goods within 10 days.

All costs of the subsequent sending, replacement of poor quality equipment and elimination of defects shall be borne by the Supplier.

Warranty

Article 7

The Supplier provides a warranty on the equipment referred to in Article 1 of this Contract for a period of ______ years from the date of signing of the Record of quantitative and qualitative handover, and for the works on the assembly, _____ years from the date of signing of the Record of quantitative and qualitative handover.

On the day of the signing of the Record of quantitative and qualitative handover of equipment, the Supplier is required to submit to the Client all the necessary warranties, or attest documents and certificates for the equipment supplied.

Within the warranty period, the supplier is liable to, at the invitation of the Client, at its own expense and within 5 days, start with the elimination of defects, deliver free of charge and replace all pieces of equipment that are broken or whose functionality is impaired, remove all other malfunctions caused by faulty work and poor quality of materials used, and remove all damage caused by these deficiencies.

The Client can collect the Guarantee for the elimination of defects within the warranty period if the Supplier fails to start remedying defects within 5 days since the receipt of the written requirements from the Client.

The Supplier guarantees for the replaced equipment in the same manner and with the same validity as for the supplied equipment.

Liquidated Damages and compensation

Article 8

If the Supplier fails to deliver and assemble the equipment by the deadline specified in Article 5, paragraph 4 of this contract, it shall pay to the Buyer penalty of 0.5% of the total contract price for each day of delay.

The Client shall instruct to the Supplier penalty calculation along with the document "Statement of offsets - Compensation" in two copies. The Supplier is obliged to return to the Client a certified copy of the "Declaration of offsets - Compensation". Upon receipt of the certified copy by the Supplier, Client will pay the invoice minus accrued penalties.

If the damage suffered by the Client due to non-fulfillment of contractual obligations of the Supplier, or due to a delay in fulfilling the contractual obligations of the Supplier, is the greater than the amount of liquidated damages, Client shall be entitled to the difference up to full compensation for damages, and the most up to the value of the contract.

Disputes

Article 9

The Parties agree that any disputes will be primarily dealt with through mutual agreement. In the event that the dispute cannot be resolved through agreement, it will be the jurisdiction of the competent court in Belgrade.

Final stipulations

Article 10

For all that is not provided in this Contract, the provisions of the Law on Obligations will be applied.

Article 11

This Contract shall enter into force upon signature by the Client and the Supplier.

Article 12 This Contract is made in 4 (four) identical copies, out of which each party retains 2 (two).

FOR THE SUPPLIER Director

FOR THE CLIENT director Dejan Ljevnaić

NOTE: This model contract represents the contents of the contract to be signed with the selected bidder.

The bidder is obliged to fill in this model contract, authenticate it by seal and sign the last page. If a bidder does not sign the last page of the model contract, the bid will be rejected as unacceptable in terms of the provisions of Art. 106, paragraph 1, point 5) of the Law on Public Procurement.

VIII TECHNICAL SPECIFICATIONS AND FORM FOR THE PRICE STRUCTURE WITH INSTRUCTIONS ON HOW TO COMLETE IOT

Bidders are required to offer price for all items in the specifications.

If the bidder does not offer a price for all the items, the offer will be rejected as unacceptable. The bidder must complete Form for the price structure, certify it by seal and signature, thus certifying that accurate data are listed in the form.

The bidder must submit a catalog of equipment offered, from which the technical specifications of the equipment offered can be determined.

No.	Item	Unit	Quantity	Unit price	Total (without VAT)
1	Supply, delivery and installation of "C" poles. Position includes all the costs of the works on the fundamentals of the pillars to the ground and other preparatory work necessary for the execution of this position Calculation per m 'of installed nets measured from				
	pole to pole.	м'	250,00		
2	Supply, delivery and installation of "A" nets with all the other accompanying elements (tensioning ropes, carabineers, anchors, ropes,				
	etc.)	М'	250,00		
3	Supply, delivery and installation of the "sliding network"	м'	250,00		
4	Other expenses (specify all costs)				
	-	flat			
	-	rate	1,0		
			Tot	al without VAT	
				VAT	
			Total	including VAT	

DATE

BIDDER

Place for the stamp

p Signature of person responsible

IX FORM FOR COSTS OF BID PREPARATION

In accordance with Article 88, paragraph 1 Of the Law, the Bidder

[Insert name of Bidder], submits the total amount and structure of costs of preparing the bid, as follows in the table below:

TYPE OF COST	AMOUNT OF EXPENSES RSD
TOTAL AMOUNT OF COST FOR PREPARING THE BID	

The costs of preparing and submitting the bid shall be borne exclusively by the Bidder and it may not claim reimbursement of costs from the client.

If the procurement procedure has been suspended for reasons that are on the side of the Client, the Client shall reimburse the Bidder the costs of making the samples or models, if they are made in accordance with the technical specifications of the Client and the costs of obtaining financial securities provided that the Bidder sought reimbursement of these costs in its offer.

Note: The submission of this form is not mandatory.

Date:

Place for the stamp

Signature of the Bidder

X DECLARATION ON THE INDEPENDENT OFFER

In accordance with Article 26 of the Law, _

(Name of the Bidder)

issues:

STATEMENT

ON THE INDEPENDENT OFFER

Under full material and criminal liability I confirm that I submitted the bid in the public procurement procedure - equipment for holding the European Cup in Stara Planina, PP No. 56/15, independently, without any agreement with other bidders or interested parties.

Date:

Place for the stamp

Signature of the Bidder

Note: in case of reasonable doubt as to the veracity of statement on independent bid, the Client shall immediately notify the organization responsible for the protection of competition. The organization responsible for the protection of competition, may pronounce a measure to the bidder or interested person prohibiting the participation in the procurement procedure, if it determines that the bidder or interested party violated the competition in the procurement process in terms of the law governing the protection of competition. The measure of prohibition to participate in the procurement process can last up to two years.

<u>If the bid is submitted by a group of bidders</u> the Declaration must be signed by an authorized person of each bidder from the group of bidders and also stamped.

XI DECLARATION ON THE RESPECT OF OBLIGATIONS FROM ART. 75. PARAGRAPH 2. OF THE LAW

Pursuant to Article 75 paragraph 2. of the Law on Public Procurement, as the representative of the Bidder I give the following

STATEMENT

The Bidder......*[insert name of Bidder]* in the procurement process - equipment for holding the European Cup in Stara Planina, PP No. 56/15, respected all the obligations arising from applicable regulations on occupational safety, employment and working conditions, environmental protection and there is **no ban on performing the activity which is in force at the time of submitting the bid.**

Date:

Place for the stamp

Signature of the Bidder

NOTE: <u>If the bid is submitted by a group of bidders</u> the Declaration must be signed by an authorized person of each bidder from the group of bidders and also stamped.

ANNEX NO. 1

CERTIFICATE ABOUT ACCOMPLSHED CONTRACT / SUPPLIED "A" NETWORKS

Name of Client -	
BUYER	
Seat	
Street and number	
Phone and e-mail	
address	
Registration number	
TIN	
A person authorized to	
represent and position	

We hereby confirm that

(Insert name of the Bidder)

Successfully completed contract no. _______from ______year for us, whose subject was the **delivery and installation of "A" networks on the pillars of the "S" construction, at the ski tracks certified by the International Ski Federation (FIS) for holding the competition as per the calendar of the International Ski Federation, in the amount of ______ pieces.**

The contract was implemented, i.e. A networks delivered and installed on _____201____. (Insert the number and date of the contract and specify the quantity of supplied and installed equipment.)

This certificate is issued in order to participate in the procurement process of the Client PC 'Ski Resorts of Serbia' '- equipment for holding the European Cup in Stara Planina, no. of procurement 56/15, for which the call for tenders was published on the Public Procurement Portal on --.--. 2015. , and cannot be used for other purposes.

That the stated data are accurate, the following person confirms with his signature and seal

Client

Place: _____ Pla

Place for the stamp

(Signature of an authorized person and stamp)

NOTE:

Date:

This form should be copied and submitted with the bid, in the manner requested in the tender documentation.