

## TENDER DOCUMENTATION OPEN PROCEDURE

### PUBLIC PROCUREMENT SERVICING OF POMA ROPEWAYS

### PUBLIC PROCUREMENT NO. 73/16

<b>Date of publishing on the Public Procurements Portal:</b>	<b>09.01.2017.</b>
<b>The bids submission deadline:</b>	<b>09.02.2017. by 12 PM.</b>
<b>Opening of the bids:</b>	<b>09.02.2017. at 12:30 PM.</b>

December 2016

Based on the Article 32 and 61 of the Law on Public Procurements (“the Official Gazette of the RS” No. 124/2012, 14/2015, 68/2015), the Article 2 of the Rulebook on Mandatory Elements of Tender Documentation in Public Procurement Procedures and Method of Proving the Fulfillment of Conditions (“the Official Gazette of the RS” No. 86/15), the Decision on Launching the Public Procurement Procedure No. 3568 of October 21<sup>st</sup>, 2016 and the Decision on Forming the Commission for Public Procurement No. 73/16, number of the Decision 3568/1 of October 21<sup>st</sup>, 2016, the following

**TENDER DOCUMENTATION**  
**was prepared in the open procedure, for the public procurement**  
**servicing of Poma ropeways**  
**PP No. 73/16**

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	Type, technical properties, quality, quantity and description of services, method of control and ensurance of quality guarantee, deadline of performance, place of performance, potential additional services etc.	5
IV	Conditions for Participation in the Public Procurement Procedure based on the Article 75 and 76 of the Law and Instruction for Proving Fulfillment of These Conditions	6-8
V	Instruction for the Bidders to Create a Bid	9-17
VI	Form of the Bid	18-21
VII	Model of the Contract	22-25
VIII	Form of Price Structure with Instruction for Filling In	26-29
IX	Form of the Bid Preparation Costs	30
X	Form of the Statement of the Independent Bid	31
XI	Form of the Statement of Fulfilling the Obligations from the Article 75, Paragraph 2 of the Law	32

## ***I GENERAL INFORMATION ON THE PUBLIC PROCUREMENT***

### **1. Information on the Purchaser**

The Purchaser: .....Public Enterprise “Ski Resorts of Serbia”  
Address: .....9 Milutina Milankovića St., Novi Beograd  
Web page:.....www.skijalistasrbije.rs

### **2. Type of the Public Procurement Procedure**

The said public procurement shall be performed in the open procedure, in accordance with the Law and bylaws regulating public procurements.

### **3. The Subject to the Public Procurement**

The subject to the public procurement No. 73/16 are the services - servicing of Poma ropeways.

### **4. Objective of the Procedure**

The public procurement procedure is performed for the purpose of concluding the public procurement contract.

### **5. Contact (person or service)**

Person (or service) for contact:

The Public Procurement Department: [daliborka.vukojevic@skijalistasrbije.rs](mailto:daliborka.vukojevic@skijalistasrbije.rs)

## ***II INFORMATION ON THE SUBJECT TO THE PUBLIC PROCUREMENT***

### **1. The Subject to the Public Procurement**

Subject to the public procurement No. 73/16 are the services - servicing of Poma ropeways.

### **2. Designation from the general procurement dictionary:**

50000000 - Repair Maintenance Services

### **3. Parties**

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

***III TYPE, TECHNICAL PROPERTIES, QUALITY, QUANTITY AND DESCRIPTION OF SERVICES, METHOD OF CONTROL AND ENSURANCE OF QUALITY GUARANTEE, DEADLINE OF PERFORMANCE, PLACE OF PERFORMANCE, POTENTIAL ADDITIONAL SERVICES ETC.***

**3.1. THE SUBJECT TO SERVICING:**

Servicing of Poma ropeways (Ski Center Kopaonik, Ski Resort Tornik - Zlatibor).

**3.2. QUALITY OF SERVICES:**

The said services must be performed professionally and properly with conforming to the legal and technical regulations according to the norms applicable for this sort of activity and requests for technical specifications.

**3.3 QUANTITY:**

In accordance with types of services from technical specification and unit prices from the Form of Price Structure, and according to the needs and upon invitation of the Purchaser.

Servicing shall be performed successively, in accordance with requests and needs of the Purchaser, upon invitation of the Purchaser.

**3.4 WARRANTY PERIOD:**

Warranty period for the services performed shall be stated by the Bidder in the Form of the Bid and it cannot be shorter than 12 months.

**3.5 DEADLINE OF SERVICE PERFORMANCE**

Deadlines of services performance are stated in the Form of Price Structure.

**3.6 PLACE OF PERFORMANCE:**

Ski Center Kopaonik and Ski Resort Zlatibor.

## ***IV CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE BASED ON THE ARTICLE 75 AND 76 OF THE LAW AND INSTRUCTION FOR PROVING FULFILLMENT OF THESE CONDITIONS***

### ***1. CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE BASED ON THE ARTICLE 75 AND 76 OF THE LAW***

**1.1.** The Bidder which fulfills **the mandatory conditions** for participation in the public procurement procedure defined by the Article 75 of the Law has the right to participate in the said public procurement procedure, with the following conditions:

- 1) To be registered with the competent authority, i.e. registered in the appropriate register (*Article 75, Paragraph 1, Point 1) of the Law*);
- 2) That it and its legal representative are not convicted of some criminal offences as a member of the organized crime group, that it is not convicted of criminal offences against economy, criminal offences against environment, criminal offence of taking or giving bribe, criminal offence of fraud (*Article 75, Paragraph 1, Point 2) of the Law*);
- 3) That it paid the due taxes, contributions and other public fees in accordance with regulations of the Republic of Serbia or the foreign country on which territory it has the seat (*Article 75, Paragraph 1, Point 4) of the Law*);
- 4) When creating the bid, the Bidder is obliged to explicitly state that it observed the obligations arising from the applicable regulations concerning work safety, employment and working conditions, environment protection, and also 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.** The Bidder which participates in the said public procurement procedure must fulfill **additional conditions** for participation in the public procurement procedure, stipulated by the Article 76 of the Law, with the following conditions:

- 1) That the Bidder is authorized by the Poma S.A.S. manufacturer to service ropeways of that manufacturer (if the Bidder is not the Poma S.A.S. ropeway manufacturer).

**1.3.** If the Bidder submits the bid with subcontractor, in accordance with 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.

**1.4.** If the bid is submitted by the group of bidders, 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, the group of bidders jointly fulfills additional conditions.

### ***2. INSTRUCTION FOR PROVING FULFILLMENT OF THESE CONDITIONS***

Fulfillment of **the mandatory conditions** for participation in the public procurement procedure is proved by the Bidder submitting the following evidence:

- 1) The condition from the Article 75, Paragraph 1, Point 1) of the Law - **Evidence:** Excerpt from the register of Business Registers Agencies, i.e. excerpt from the register of the competent Commercial Court;
- 2) The condition from the Article 75, Paragraph 1, Point 2) of the Law - **Evidence: Legal entities:** 1) Excerpt from criminal records, i.e. the certificate of the **Basic Court** where the seat of the domestic legal entity is located, i.e. the seat of representative office or branch of the foreign legal entity, which certifies that the legal entity is not convicted of criminal offences against economy, criminal offences against environment, criminal offence of taking or giving bribe, criminal offence of fraud. Note: If the certificate of the basic Court does not include data from criminal records which are in the competence of the regular criminal department of the Higher Court, apart from certificate of the Basic Court, it is necessary to **submit CERTIFICATE OF THE HIGHER COURT** where the seat of the domestic legal entity is located, i.e. the seat of representative office or branch of the foreign legal entity, which certifies that the legal entity is not convicted of criminal offences against economy and criminal offence of taking bribe; 2) Excerpt from criminal records of **the Special Department of Organized Crime of the Higher Court in Belgrade**, which certifies that the legal entity is not convicted of some of organized crime criminal offences; 3) Excerpt from criminal records, i.e. certificate of **the competent Ministry of Interior Police Department**, which certifies that the legal representative of the Bidder is not convicted of criminal offences against economy, criminal offences against environment, criminal offence of taking or giving bribe, criminal offence of fraud and some of organized crime criminal offences (the request may be submitted according to the legal representative's place of birth or place of residence). If the Bidder has more than one legal representative, it is obliged to submit evidence for each of them.
- Entrepreneurs and individuals:** Excerpt from criminal records, i.e. certificate of **the competent Ministry of Interior Police Department**, which certifies that the person is not convicted of some of criminal offences as a member of an organized crime group, that the person is not convicted of criminal offences against economy, criminal offences against environment, criminal offence of taking or giving bribe, criminal offence of fraud (the request may be submitted according to place of birth or place of residence).
- Evidence cannot be older than two months before opening of the bids;**
- 3) The condition from the Article 75, Paragraph 1, Point 4) of the Law - **Evidence:** Certificate of Tax Administration of Ministry of Finance and Economy that the person paid due taxes and contributions and certificate of the competent local administration that the person fulfilled obligations based on the source of local public revenues or certificate of the Privatization Agency that the Bidder is in the process of privatization.
- Evidence cannot be older than two months before opening of the bids;**
- 4) *The condition from the Article 75, Paragraph 2 - **Evidence:** Signed and stamped Form of the Statement (Form of the Statement is attached in the Chapter XI).* The Statement must be signed by the Bidder's authorized person 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 and certified with stamp.

Fulfillment of **the mandatory conditions** for participation in the public procurement procedure is proved by the Bidder submitting the following evidence:

- 1) For the additional condition under the Point 1) please submit the certificate or statement of Poma equipment manufacturer or the contract concluded between the Bidder and equipment manufacturer, which explicitly and unequivocally states that the Bidder is authorized by the manufacturer to service ropeways (submit only if the Bidder is not the manufacturer of Poma S.A.S. ropeway).

**If the bid is submitted by the group of bidders,** for each member of the group the Bidder is obliged to submit the stated evidence for fulfillment from the Article 75, Paragraph 1, Point 1) to 4). The group of bidders jointly fulfills additional conditions.

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

The Bidder may submit the stated evidence of the fulfillment of the conditions as uncertified copies, and before rendering the decision on the Contract award the Purchaser may request from the Bidder, the bid of which is evaluated as the most favorable one based on the public procurement report, to deliver the original or certified copy of all or certain evidence.

If the Bidder fails to deliver the original or certified copy of requested evidence in the appropriate period, which cannot be shorter than five days, the Purchaser shall refuse its bid as unacceptable.

#### **Evidence publicly available on the Internet -**

**The Bidder is not obliged to submit evidence publicly available on the web pages of the competent authorities. The Purchaser shall not refuse the bid as unacceptable if it does not contain evidence stipulated by tender documentation only if the Bidder states the web page where data requested in conditions are publicly available.**

#### **BUSINESS REGISTERS AGENCY REGISTER OF BIDDERS -**

**When submitting the bid, the person registered in the Register of Bidders in Business Registers Agency is not obliged to prove fulfillment of the mandatory conditions from the Point 1-4, in accordance with the Article 78, Paragraph 5 of the Law on Public Procurements.**

The Purchaser shall not refuse the bid as unacceptable if it does not contain evidence stipulated by tender documentation only if the Bidder states the web page where data requested in conditions are publicly available.

If evidence of conditions' fulfillment is an electronic document, the Bidder shall submit the copy of the electronic document in writing, in accordance with the law stipulating the electronic document, unless it submits the electronic bid when evidence is submitted in the original electronic form.

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

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

The Bidder is obliged to inform the Purchaser 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.



## ***V INSTRUCTION FOR THE BIDDERS HOW TO CREATE A BID***

### ***1. INFORMATION ON THE LANGUAGE IN WHICH THE BID MUST BE CREATED***

The Bidder submits the bid in Serbian and/or English language.  
Tender documentation is created in Serbian and English language.  
In case of dispute, the Serbian version of tender documentation shall prevail.

### ***2. THE MANNER IN WHICH THE BID MUST BE CREATED AND SUBMITTED***

The Bidder submits the bid directly or via mail in closed envelope or box, closed so that it can surely be opened for the first time during opening of the bids.

Name and address of the Bidder should be inserted at the back of envelope or on the box.

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

The bid should be delivered at the address: PE "Ski Resorts of Serbia", 9 Milutina Milankovića St., 11070 Novi Beograd, **"The bid for the public procurement servicing of Poma ropeways, PP No. 73/16 - DO NOT OPEN"**.

**The bid shall be deemed timely if received by the Purchaser by February 09<sup>th</sup>, 2017 by 12 PM.**

Upon receipt of the certain bid, the Purchaser shall mark the time of receipt on envelope, i.e. the box where the bid is located, and shall record the number and date of the bid according to the arrival schedule. If the bid is delivered directly, the Purchaser shall deliver the certification of the bid receipt to the Bidder. The Bidder shall indicate the date and hour of the bid receipt in the certification of receipt.

The bid which was not received by the Purchaser in the deadline specified for submission of the bids, i.e. which is received upon expiry of the day and hour by which the bids may be submitted, shall be deemed untimely.

The Bidder may submit only one bid. The Bidder which submitted the bid independently cannot participate in the joint bid or as a subcontractor at the same time, nor can the same person participate in several joint bids.

In the bids submission deadline, the Bidder may change, amend or revoke its bid, in the manner stipulated in tender documentation.

**Opening of the bids is conducted immediately after expiry of the bids submission deadline, on February 09<sup>th</sup>, 2017, as of 12:30 PM in business premises at the Purchaser's address: 9, Milutina Milankovića St., 4<sup>th</sup> floor, Novi Beograd.**

The opening of the bids is public and each interested party may be present, but only the legal and authorized representatives of the bidders can actively participate.

Before beginning of the public opening of the bids, the authorized representatives of the Bidder are obliged to hand over the authorization for participation in opening of the bids to the Commission for the Public Procurement of the Purchaser.

The authorization must contain: name and surname of the authorized representative, ID number and Unique Personal Number, signature and stamp of the authorized person. Without any authorization, the representative only has the right to presence and cannot undertake active measures in the procedure (signing of the minutes, objecting to opening of the bids etc.).

The bid must contain:

- The Form of the Bid which is filled in, certified with stamp and signed.
- The Form - Information on Subcontractor which is filled in, certified with stamp and signed, if the Bidder partially entrusts performance of the procurement to the subcontractor.
- The Form - Information on the Bidder participating in the joint bid which is filled in, certified with stamp and signed, if the bid is submitted by the group of bidders.
- Evidence of fulfillment of the mandatory and additional conditions from the Article 77 of the Law on Public Procurements, listed in the instruction how to prove the fulfillment of the conditions from the Article 75 and 76 of the Law on Public Procurements.
- The model of the Contract which is filled in, certified with stamp and signed.
- The Form of Price Structure which is filled in, certified with stamp and signed.
- The Form of the Bid Preparation Costs which is filled in, certified with stamp and signed (not mandatory)
- The Form of the Statement of the Independent Bid which is filled in, certified with stamp and signed.
- The Form of the Statement of Obligations Observance which is filled in, certified with stamp and signed.

If the joint bid is submitted by the group of bidders, the group of bidders may decide that the forms attached in tender documentation be signed and certified with stamps by all the bidders from the group of bidders or the group of bidders may delegate one bidder from the group who will sign and certify with stamps the forms attached in tender documentation, except the forms indicating statements under material and criminal liability (e.g. the Statement of the Independent Bid, the Statement of Obligations Observance from the Article 75, Paragraph 2 of the Law...), which must be signed and certified with stamp by each bidder from the group of bidders. In case he bidders decide that one bidder from the group signs and certifies with stamp the forms attached in tender documentation (except the forms indicating statements under material and criminal liability), the stated should be defined in the agreement by which the bidders from the group of bidders are obliged mutually and towards the Purchaser to perform the public procurement, which is the integral part of the joint bid according to the Article 81 of the Law.

### **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 bids submission deadline, the Bidder may change, amend or revoke its bid, in the manner stipulated 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 submitted at the following address: PE "Ski Resorts of Serbia", 9 Milutina Milankovića St., 11070 Novi Beograd with a note:

“The change of the bid for the public procurement servicing Poma ropeways, PP No. 73/16 - DO NOT OPEN” or

“The amendment of the bid for the public procurement servicing Poma ropeways, PP No. 73/16 - DO NOT OPEN” or

“The revocation of the bid for the public procurement servicing Poma ropeways, PP No. 73/16 - DO NOT OPEN” or

“The amendments to the bid for the public procurement servicing Poma ropeways, PP No. 73/16 - DO NOT OPEN”.

Name and address of the Bidder should be inserted at the back of envelope or on the box. In case the bid is submitted by the group of bidders, it is necessary to indicate on envelope that it is the group of bidders and insert 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 who submitted the bid independently cannot participate in the joint bid or as a subcontractor at the same time, nor can the same person participate in several joint bids.

In the Form of the Bid (Chapter VI), 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 VI) that it submits the bid with the subcontractor, the percentage of the total value of the procurement which will be entrusted to the subcontractor, which cannot exceed 50%, as well as part of the subject to the procurement which will be performed through 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 of the Public Procurement is concluded between the Purchaser and the Bidder which submits the bid with the subcontractor, that subcontractor shall be listed in the Contract of the Public Procurement as well.

The Bidder is obliged to submit the proofs of the fulfillment of the conditions stated in the Chapter IV of tender documentation, in accordance with the Instruction for proving the fulfillment of the conditions.

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

The Bidder is obliged to enable the Purchaser, 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 are obliged, mutually and towards the Purchaser,

to perform the public procurement, which necessarily contains information from the Article 81, Paragraph 4 of the Law, precisely data on:

- member of the group who will be the contractor, i.e. who will submit the bid and represent the group in front of the Purchaser,
- description of works for each bidder from the group of bidders in performance of the Contract.

The group of bidders is obliged to submit all the proofs of the fulfillment of the conditions stated in the Chapter **IV** of tender documentation, in accordance with the Instruction for proving the fulfillment of the conditions.

The bidders from the group of bidders are indefinitely accountable to the Purchaser.

The cooperative may submit the bid independently, in its name and on behalf of cooperator or the joint bid in the name of cooperator.

If the cooperative submits the bid in its name for the obligations from the public procurement procedure and the Contract of the Public Procurement, the cooperative and cooperators are accountable in accordance with the law.

If the cooperative submits the bid in the name of cooperator for the obligations from the public procurement procedure and the Contract of the Public Procurement, cooperators are indefinitely accountable.

## ***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 payment shall be conducted successively after servicing and upon submission of receipt with specification of the services performed and spare parts, based on the signed Minutes of the Services Performed, in the statutory period.

The payment shall be conducted on the Bidder's bank account.

The Bidder is not allowed to request advance.

### **9.2. Requests regarding the period of services performance**

The period of services performance is stipulated by the Purchaser and the Bidder cannot change it.

The period of services performance is stated in the Form of Price Structure.

### **9.3. Requests regarding warranty period**

Warranty period for the performed servicing is stated by the Bidder in the Form of the Bid and starts from the day of the service performance, i.e. from the day of spare part installation for spare parts.

Warranty period cannot be shorter than 12 months.

If the Bidder offers warranty period shorter than 12 months or does not state it in months, the bid shall be refused as unacceptable.

### **9.4. Request regarding the period of validity of the bid**

The period of validity of the bid cannot be shorter than 309 days since the day of opening of the bids.

In case of expiry of the period of validity of the bid, the Purchaser is obliged to request the Bidder in writing to extend the period of validity of the bid.

The Bidder which accepts the request for extension of the period of validity of the bid cannot change the bid.

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

The Bidder is obliged to state the unit prices without VAT in the Form of the Bid.

The bidders state in the bid unit prices of the services and parts and the sum of all unit prices without VAT shall be used for comparing the bids by "the lowest offered price" criterion. The price is fixed and cannot be changed. The price should be stated in Serbian Dinars, without Value Added Tax, with all the costs that the Bidder has in the implementation of the said public procurement.

The Purchaser allows the Bidder to state the price in Euros. For the conversion in Serbian Dinars, the appropriate foreign exchange rate of the National Bank of Serbia on the day when the bid opening started shall be used.

The price must include all the costs of the Bidder in implementation of the said public procurement. The unit prices are fixed, invariable, for the entire agreed period.

If the unusually low price is stated in the bid, the Purchaser shall act in accordance with the Article 92 of the Law.

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

The Purchaser does not request the aforementioned information in the said public procurement.

#### ***12. THE PROTECTION OF CONFIDENTIALITY OF INFORMATION WHICH THE PURCHASER PUTS AT THE BIDDERS' DISPOSAL, INCLUDING THEIR SUBCONTRACTORS***

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

#### ***13. ADDITIONAL INFORMATION OR CLARIFICATIONS REGARDING PREPARATION OF THE BID***

The interested party may in writing on the Purchaser's address via mail: PE Ski Resorts of Serbia, 9 Milutina Milankovića St., Novi Beograd, or via electronic mail to the email: [daliborka.vukojevic@skijalistasrbije.rs](mailto:daliborka.vukojevic@skijalistasrbije.rs) request from the Purchaser additional information or clarifications regarding the preparation of the bid, no later than 5 days before the expiry of the deadline for submission of the bid, and may inform the Purchaser of potential drawbacks and irregularities in tender documentation.

**Within 3 days since the date of reception of the request, the Purchaser shall publish the response on the Public Procurements Portal and on its web page.**

Additional information or clarifications are referred with the note "Request for additional information or clarifications of tender documentation, **PP No. 73/16**".

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

Following the bids submission deadline expiry, the Purchaser cannot change nor amend tender documentation.

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

Communication in the public procurement procedure is maintained exclusively in the manner stipulated by the Article 20 of the Law.

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

Following the bids opening of bids, during the expert evaluation of the bids, the Purchaser may in writing request from the Bidder additional explanations which will help it with inspection, evaluation and comparison of the bid, and may exert control (insight) with the Bidder, i.e. its subcontractor (Article 93 of the Law).

If the Purchaser estimates that additional explanations are necessary or that control (insight) with the bidder, i.e. its subcontractor is required, the Purchaser shall leave the reasonable deadline to the Bidder to act upon the Purchaser's invitation, i.e. to enable the Purchaser control (insight) with the Bidder, as well as with its subcontractor.

With the consent of the Bidder, the Purchaser may correct the calculation errors detected during the bid consideration following the finalized opening procedure.

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

If the Bidder disagrees with correction of the calculation errors, the Purchaser shall refuse its bid as unacceptable.

#### ***15. 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 CRITERION***

The selection of the most favorable bid shall be conducted by application of “**The lowest price offered**” criterion, by comparing the sum of all unit prices without VAT from the Form of Price Structure. The sum of all unit prices is not the value of the Contract, but is used only to compare the bids.

#### ***16. THE ELEMENTS OF CRITERIA BASED ON WHICH THE PURCHASER SHALL AWARD THE CONTRACT WHEN THERE ARE TWO OR MORE BIDS WITH EQUAL NUMBER OF PONDERS OR THE SAME PRICE OFFERED***

If two or more bids have the same lowest price offered (the total unit price of all services and parts from the Form of Price Structure), the bid of the bidder which offered longer warranty period shall be selected as the most favorable one.

#### ***17. OBSERVING THE OBLIGATIONS ARISING FROM THE APPLICABLE REGULATIONS***

When creating the bid, the Bidder is obliged to explicitly state that it observed the obligations arising from the applicable regulations concerning work safety, employment and working conditions, environment protection, and also that it has no ban on performing activities that is in force at the time of the bid submission. (The Form of the Statement, attached in the Chapter XI of tender documentation)

## ***18. THE USE OF PATENTS AND LIABILITY FOR BREACH OF PROTECTED INTELLECTUAL PROPERTY RIGHTS OF THE THIRD PARTIES***

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

## ***19. SUBMISSION OF THE REQUEST FOR PROTECTION OF RIGHTS***

The request for protection of rights may be submitted by the Bidder, i.e. the interested party, which has the 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 Purchaser contrary to the provisions of the Law.

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

The request for protection of rights may be submitted during the entire public procurement procedure, against each action of the Purchaser.

The request for protection of rights which disputes the sort of procedure, content of the invitation for submission of the bid or tender documentation shall be deemed timely if received by the Purchaser no later than seven days before the bid submission deadline expiry, regardless of the manner of delivery, and if the request submitter, in accordance with the Article 63, Paragraph 2, indicated possible defects and irregularities to the Purchaser, and the latter failed to eliminate these.

The request for protection of rights disputing the actions undertaken by the Purchaser before the bid submission deadline expiry, and following the deadline expiry from the previous paragraph, shall be deemed timely if submitted no later than until the bid submission deadline expiry. After the decision is rendered on awarding the Contract from the Article 108 of the Law on Public Procurements or the decision on suspension of the public procurement procedure from the Article 109 of the Law on Public Procurements, the deadline for submitting the request for protection of rights is 10 days since the day of publishing the decision on the Public Procurements Portal.

The request for protection of rights cannot dispute the actions of the Purchaser undertaken in the public procurement procedure if the reasons for submission thereof were or could be familiar to the submitter before the expiry of request submission deadline, and the 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 dispute the actions of the Purchaser which were or could be familiar to the submitter when submitting the previous request.

The request for protection of rights does not reserve further actions of the Purchaser in the public procurement procedure in accordance with the provisions of the Article 50 of the Law on Public Procurements.

The Purchaser publishes information on the submitted request for protection of rights on the Public Procurements Portal and on its web page no later than two days since the day of receipt thereof, containing data from the Appendix ZLJ.

The request for protection of rights must contain:

- 1) name and address of the request submitter and contact person;
- 2) name and address of the Purchaser;
- 3) data on the public procurement which is the subject to the request, i.e. on the Purchaser's decision;

- 4) breach of regulations which stipulate the public procurement procedure;
- 5) facts and evidence which prove the breach;
- 6) certification of payment of the fee from the Article 156 of this Law;
- 7) signature of the request submitter.

If the submitted request for protection of rights does not contain all the mandatory elements, the Purchaser shall dismiss such request by inference.

Submitter of the request for protection of rights is obliged to pay the fee amounting to 120.000 Serbian Dinars on the specific account of the budget of the Republic of Serbia.

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

The Article 151 of the Law on Public Procurements stipulates that, among other things, the request for protection of rights must contain the certification of payment of the fee from the Article 156 of the Law on Public Procurements.

Submitter of the request for protection of rights is obliged to pay on the specific account of the budget of the Republic of Serbia the fee in the amount stipulated by the Article 156 of the Law on Public Procurements.

**As the certification of payment of the fee, in terms of the Article 151, Paragraph 1, Point 6) of the Law on Public Procurements, the following shall be accepted:**

**1. Certification of payment of the fee from the Article 156 of the Law on Public Procurements containing the following elements:**

- (1) to be issued by the bank and to contain stamp of the bank;
- (2) to represent certification of payment of the fee, meaning that certification must contain information that the fee payment slip, i.e. money transfer order is implemented, as well as the date of order execution;
- (3) the amount of fee from the Article 156 of the Law on Public Procurements, of which the payment is conducted;
- (4) number of the bank account; 840-30678845-06;
- (5) the payment code: 153 or 253;
- (6) call on number: data on the number or designation of the public procurement regarding which the request for protection of rights is submitted;
- (7) purpose: the request for protection of rights; name of the Purchaser; number or designation of the public procurement regarding which the request for protection of rights is submitted;
- (8) the beneficiary: the budget of the Republic of Serbia;
- (9) name of the payer, i.e. name of submitter of the request for protection of rights for which the fee was paid;
- (10) signature of the authorized person of the bank.

**2. Payment order, the first copy**, certified with signature of the authorized person and stamp of the bank or post office, containing all the other elements from the certification of payment of the fee stated under the Point 1.

**3. Certificate issued by the Republic of Serbia, Ministry of Finance, Treasury**, signed and certified with stamp, containing all the other elements from the certificate of payment of the fee from the Point 1, except for those stated under (1) and (10), for submitters of the request for protection of rights with the open account within the corresponding consolidated treasury account, which is registered in the Treasury (budget beneficiaries, beneficiaries of funds of the organizations for mandatory social insurance and other beneficiaries of public funds);



**4. Certificate issued by National bank of Serbia, containing all the elements from certificate of payment of the fee from the Point 1**, for submitters of the request for protection of rights (banks and other entities) with the open account in National Bank of Serbia in accordance with the Law and other regulations.

All instructions, as well as the examples and manner of filling the payment slip, can be seen in more detail on the official web page of Republican Commission for Protection of Rights in Public Procurements Procedures

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

## ***20. THE DEADLINE IN WHICH THE CONTRACT SHALL BE CONCLUDED***

The Purchaser shall deliver the Contract of 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.

In case only one bid is submitted, the Purchaser may conclude the Contract before the request for protection of rights submission deadline expiry, in accordance with the Article 112, Paragraph 2, Point 5) of the Law.

## **VI FORM OF THE BID**

The bid No. \_\_\_\_\_ from \_\_\_\_\_ 2017. for the public procurement servicing of Poma ropeways, PP number 73/16.

### **1) GENERAL INFORMATION ON THE BIDDER**

<i>Name of the Bidder:</i>	
<i>Address of the Bidder:</i>	
<i>Registration of the Bidder:</i>	
<i>Tax Identification Number of the Bidder:</i>	
<i>Name of the contact person:</i>	
<i>Electronic address of the Bidder (e-mail):</i>	
<i>Phone:</i>	
<i>Telefax:</i>	
<i>Number of the Bidder's bank account and name of the bank:</i>	
<i>The person authorized to sign the Contract</i>	

### **2) THE BID IS SUBMITTED:**

<b>A) INDEPENDENTLY</b>
<b>B) WITH THE SUBCONTRACTOR</b>
<b>C) AS THE JOINT BID</b>

**Note:** circle the method of the bid submission and insert data on the subcontractor, if the bid is submitted with the subcontractor, i.e. data on all participants in the joint bid, if the bid is submitted by the group of bidders

### 3) INFORMATION ON THE SUBCONTRACTOR

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

**Note:**

*The table “Information on the Subcontractor” shall be filled in only by the bidders that submit the bid with the subcontractor, and if there are more subcontractors than fields in the table, it is necessary to copy the said form in sufficient number of copies, to be filled in and submitted for each subcontractor.*

#### 4) INFORMATION ON THE PARTICIPANT IN THE JOINT BID

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

**Note:**

*The table “Information on the Participant in the Joint Bid” shall be filled in only by the bidders who submit the joint bid, and if there are more participants in the joint bid than fields in the table, it is necessary to copy the said form in sufficient number of copies, to be filled in and submitted for each participant in the joint bid.*

**5) DESCRIPTION OF THE SUBJECT TO THE PROCUREMENT**-servicing of Poma ropeways, PP number 73/16.

**The Bidder:** \_\_\_\_\_

**Tax Identification Number:** \_\_\_\_\_

**Number and date of the bid:** \_\_\_\_\_

The sum of all unit prices from the Form of Price Structure (Table 1 + Table 2) is \_\_\_\_\_ Serbian Dinars/Euros without VAT, that is \_\_\_\_\_ Serbian Dinars/Euros with VAT, entirely according to technical specification and price structure, which are the integral part of the bid.

The price includes all the costs of the Bidder in implementation of the said public procurement.

*Note: the sum of unit prices is not the value of the Contract, but is used only to compare the bids.*

*The Contract is concluded to the financial value of 1.000.000,00 Serbian Dinars without VAT.*

**The payment** shall be conducted successively after each performed servicing, upon submission of receipt with specification of the services performed and installed/replaced spare parts, in accordance with the unit prices from the bid, based on the signed Minutes of the Services Performed, in the statutory period.

The payment shall be conducted on the Bidder's bank account, in the statutory period.

**The period of service performance** - in accordance with the deadline stated in the Form of Price Structure.

**Warranty period** for the servicing performed is \_\_\_\_\_ (at least 12 months) months since the date of signing the Minutes of the Service Performed.

**The bid is valid for** \_\_\_\_\_ (at least 30 days) days since the day of the bid opening.

Date:

M.P.

The Bidder's signature

**Notes:**

*The Bidder must fill in, certify with stamp and sign the Form of the Bid, confirming that data listed in the Form of the Bid are correct. If the joint bid is submitted by the group of bidders, the group of bidders may decide that the Form of the Bid be signed and certified with stamp by all the bidders from the group of bidders or the group of bidders may delegate one bidder from the group who will fill in, sign and certify with stamp the Form of the Bid.*

## VII MODEL OF THE CONTRACT

### THE CONTRACT OF THE PUBLIC PROCUREMENT SERVICING OF POMA ROPEWAYS

Concluded between:

**Public Enterprise “Ski Resorts of Serbia”**, with business seat in Novi Beograd, 9 Milutina Milankovića St., Tax Identification Number 104521515, registration number 20183390, represented by acting CEO Dejan Čika (hereinafter: **the Purchaser**)  
and

\_\_\_\_\_ with business seat in \_\_\_\_\_, address \_\_\_\_\_, Tax Identification Number: \_\_\_\_\_, registration number: \_\_\_\_\_, represented by CEO \_\_\_\_\_ (hereinafter: **the Service Provider**).

Base of the contract:

**PP number: 73/16**

Number and date of the Decision on Contract Award: \*\*\*\* from \*\*\*\*\*2017.

The bid of the selected Bidder No. \_\_\_\_\_ from \_\_\_\_\_

The Parties to the Contract agree:

-that the Purchaser, based on the Article 32 and 53 of the Law on Public Procurements (“the Official Gazette of the Republic of Serbia”, No. 124/12, 14/15, 68/15) and the Decision on Launching the Public Procurement Procedure No. 3568 since October 21<sup>st</sup>, 2016, performed the open procedure for the public procurement servicing the Poma ropeways, number of the procurement 73/16;

-that the Service Provider submitted its bid number \_\_\_\_\_ from \_\_\_\_\_201\_\_, registered at the Purchaser under number \*\*\* from \*\*\* 201\_\_, which is the integral part of this Contract and is in the appendix thereof;

-that the bid of the Service Provider with the subcontractor

\_\_\_\_\_, i.e. the joint bid \_\_\_\_\_

\_\_\_\_\_, in accordance with the agreement on the joint performance (*filled in only in case the Bidder performs together with the subcontractor, that is, in case of the joint bid*);

-that, in accordance with the Article 108 of the Law on Public Procurements, the Purchaser rendered the Decision No.\*\*\* of \*\*\* 201\_\_ on awarding the Contract to the Service Provider for the public procurement No. 73/16.

#### Subject to the Contract

##### Article 1

Subject to this contract is servicing of Poma ropeways, in Ski Center Kopaonik and Ski Resort Zlatibor, entirely according to the technical specification, the price structure and the Service Provider Bid No. \_\_\_\_\_ from \_\_\_\_\_201\_\_, registered with the Purchaser under number \*\*\* from \*\*\*\*\*201\_\_, which are the integral part of this Contract and are in the appendix thereof.

## **The Price**

### **Article 2**

The unit prices for servicing that are the subject to this Contract are established in the bid of the Service Provider from the Article 1 of this Contract.

The Service Provider shall perform servicing of Poma ropeways per the unit prices from the bid in the total amount of 1.000.000,00 RSD without VAT.

If it is established during servicing that the spare part not included in technical specification must be replaced, the Service Provider may replace it, with the Purchaser's consent. In that case, the Purchaser shall pay for the spare part according the official applicable price list of the Service Provider.

With consumption of the Purchaser's assets from the Paragraph 2 of this Article, this Contract ceases to be effective, of which the Purchaser informs the Service Provider. The price includes all costs of the Service Provider in implementation of this Contract.

## **Method of Payment**

### **Article 3**

The payment shall be conducted successively, after the service performed and submitting the correct bill with specification of the services performed, according to the established unit prices from the Article 2 of this Contract, based on the signed Minutes on the Services Performed.

*In case the Supplier is the domestic legal entity, the Paragraph 2 shall be like this:*

The Purchaser shall pay the Service Provider in Serbian Dinars, on the Supplier's account No. \_\_\_\_\_ in \_\_\_\_\_ bank.

*In case the Supplier is the foreign legal entity, the Paragraph 2 shall be like this:*

The Purchaser shall pay the Service Provider in Euros, on the Supplier's account No. \_\_\_\_\_ in \_\_\_\_\_ bank.

## **Warranty Period**

### **Article 4**

The Service Provider provides warranty for the performed servicing in the period of \_\_\_\_\_ (at least 12 months) months since the day of service performance.

## **Deadline and Place of Service Performance**

### **Article 5**

Deadline of service performance is entirely according to the deadlines contained in the Form of Price Structure, which is the integral part of this Contract.

Place of services performance is Ski Center Kopaonik and Ski Resort Zlatibor.

## **Complaint**

### **Article 6**

If the services are not performed in the agreed manner, i.e. have visible defect, the Purchaser's representative is obliged to refuse the reception of services and to promptly inform the Service Provider in writing and to request that the services be performed again.

If some defect that is not visible occurs after handover, the Purchaser is obliged to inform the Service Provider about it without delay and may request that the services be performed again, no later than the day after the complaint reception. If the service is not performed for the Purchaser in the planned deadline, it has the right to terminate the Contract.

The Service Provider is obliged to act upon complaint and remove defects within 3 days since the day of receiving the Purchaser's invitation.

### **Liquidated Damages**

#### Article 7

In case of negligent or improper services performance by fault of the Service Provider, the Purchaser has the right to request liquidated damages in the amount of 10% of the value of the service that is negligently or improperly performed or is not performed at all.

If the Service Provider fails to perform the service in accordance with the deadline stipulated in the Article 5 of this Contract, it is obliged to pay the Purchaser the damages of 0.5% of the agreed price for each day of delay for the unperformed service, with the maximum amount of liquidated damages being 30%.

In accordance with the provisions of this Contract, the Purchaser shall establish the number of days in exceeding the agreed deadline by the Service Provider, and, based on that, shall calculate the amount of liquidated damages, for which amount it shall decrease the agreed price payment.

The calculation of the penalty, i.e. liquidated damages, shall be delivered to the Service Provider by the Purchaser, together with the document entitled "The Statement of Offsetting - Compensation" in two copies. The Service Provider is obliged to return one certified copy of "The Statement of Offsetting - Compensation" to the Purchaser. Upon receiving the certified copy, the Purchaser shall pay the decreased invoice for the calculated penalties.

Payment of liquidated damages from the Paragraph 1 of this Article shall not exempt the Service Provider from its obligations to perform services, nor from some other obligations and liabilities according to the Contract.

### **Obligations of the Service Provider**

#### Article 8

The Service Provider is obliged to perform the said services in accordance with the provisions of this Contract professionally and properly, observing the legal and technical regulations, pursuant to the norms applicable for this activity and the requests from the technical specification.

### **Obligations of the Purchaser**

#### Article 9

The Purchaser is obliged to:

- enable the fulfillment of the agreed obligation to the Service Provider;
- duly pay the agreed price to the Service Provider, in the manner and deadlines more closely defined by the provisions of this Contract;
- fulfill all other contractual obligations in accordance with the provisions of this Contract.

### **The Validity Period of the Contract**

#### Article 10

This Contract comes into effect since the day of signing by the authorized persons of both Parties to the Contract and lasts until fulfillment of financial value of the Contract from the Article 2, Paragraph 2 of the Contract.

### **Termination of the Contract**

#### Article 11



The Purchaser has the right to unilateral termination of this Contract at every time if the Service Provider fails to fulfill obligations in the agreed manner and in the agreed deadline, if it performs the agreed services poorly and if the Purchaser no longer needs the subject to this Contract.

The Contract is terminated by written statement which is submitted to the Service Provider, with notice period of 15 days.

In case of termination of the Contract, the Service Provider is obliged to compensate the damages caused by the omissions leading to termination of this Contract to the Purchaser and for which the Service Provider is liable.

### **Other Provisions**

#### **Article 12**

The provisions of the Law stipulating contracts and torts and other regulations stipulating this area shall be applied to all that is not determined by this Contract.

#### **Article 13**

The Parties to the Contract shall settle all disputes by mutual agreement, otherwise the Commercial Court in Belgrade shall be competent.

#### **Article 14**

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

**FOR THE SERVICE PROVIDER**

**CEO**

**FOR THE PURCHASER**

**ACTING CEO**

Dejan Ćika

NOTE: this model of the Contract is the content of the Contract which shall be concluded with the selected Bidder.

The Bidder is obliged to fill in, certify with stamp and sign the last page of the model of the Contract. If the Bidder fails to 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.

## **VIII FORM OF PRICE STRUCTURE WITH INSTRUCTION FOR FILLING IN**

The Bidder is obliged to fill in, certify with stamp and sign Form of Price Structure. The Bidder is obliged to fill in all the items, i.e. the unit prices from the tables 1 and 2. Otherwise the bid shall be refused as unacceptable.

**Table 1**

Position /	Description	The unit price (without VAT) [RSD] or [€] / / /
1	Cost of transport for serviceman (transport costs to Ski Center Kopaonik/Ski Resort Zlatibor). /	
2	Costs of serviceman (accommodation, food). Costs expressed in Euros per day for one serviceman. / /	
3	Price of serviceman's working day for 12 hours [10.5 working hours, 1 hour of pause and 0.5 hours for writing report] - INTERVENTION WITHIN THE AGREED DEADLINE [arrival of serviceman within 30 days since the call] / /	
<b>TOTAL:</b>		

**Table 2**

Position /	Order number /	NAME /	Unit of measurement /	The unit price (without VAT) [RSD] or [€] / / /
1	PF 0030815	Sounding temperature PT 100 PK	/	piece
2	PFZ 4409342	Brake pad complete FE 100	/	piece

3	PFP 020655	Plastic handrails	/	piece	
4	20002819	Sliding bearing 44/48Dx20	/	piece	
5	20002817	Sliding bearing 28/32Dx20	/	piece	
6	PFP 080041	Special bearing	/	piece	
7	PFP 080 041	Special bearing for sheave ø 460	/	piece	
8	050036	External circlips 45 X 1.75	/	piece	
9	PFP 026843	Liner	/	piece	
10	050120	Internal circlips 100 X 3	/	piece	
11	20001615	split pin ISO 8750 10Dx50	/	piece	
12	20007896	Spring pin ISO 8752 8Dx50	/	piece	
13	20001457	split pin ISO 1234 4Dx40	/	piece	
14	20001624	split pin ISO 1234 6.3Dx60	/	piece	
15	50100011	Spring guide	/	piece	
16	02001258	Grip for rope	/	piece	
17	51100016	The mobile/fixed jaw axis	/	piece	
18	51100041	Spring guide	/	piece	
19	20000609	Two sliding bearings HIMON 28/32DX20	/	piece	

20	51102014	Two sliding bearings LPA	/	piece	
21	20000607	One sliding bearing HIMON 24/27DX25	/	piece	
22	20000608	One sliding bearing HIMON 25/28DX25	/	piece	
23	2000629	Two sliding bearings HIMON 44/48DX20	/	piece	
24	51100016	Axis for connection to clamping jaw	/	piece	
25	PPF 026843	One liner	/	piece	
26	PPF 026846	One sleeve	/	piece	
27	PPF 026848	One liner	/	piece	
28	LC 1 D18 BD 24V	Relay switch Telemecanique	LC 1 D18 BD 24V	piece	
29		PLS siemens ref 6ES7138-4CB11-0AB0 power module	PLS siemens ref 6ES7138-4CB11-0AB0 power module	piece	
30		PLS siemens simatic 6ES7 138-4DA04-0AB0	PLS siemens simatic 6ES7 138-4DA04-0AB0	piece	
31		PLS siemens simatic S7 1P 6ES7 134-4FB51-0AB0	PLS siemens simatic S7 1P 6ES7 134-4FB51-0AB0	piece	
32		PLS siemens simatic S7 1P 6ES7 151-1BA02-0AB0	PLS siemens simatic S7 1P 6ES7 151-1BA02-0AB0	piece	
33		PLS siemens simatic S7 1P 6ES7 138-4FA03-0AB0	PLS siemens simatic S7 1P 6ES7 138-4FA03-0AB0	piece	

34		PLS siemens simatic S7 1P 6ES7 151-7FA01-0AB0	PLS siemens simatic S7 1P 6ES7 151- 7FA01-0AB0	piece	
35		PLS siemens simatic REF 6ES7 972-0AA01-0XA0	PLS siemens simatic REF 6ES7 972- 0AA01-0XA0	piece	
<b>TOTAL:</b>					

**Note:** Exceptionally, in case of necessity by the Purchaser for the delivery and installation of the spare parts not included in technical specification, payment shall be conducted through bank transfer by the Supplier, following the consent by the Purchaser.

Date:

M.P.

The Bidder's signature

\_\_\_\_\_

\_\_\_\_\_



## ***X FORM OF THE STATEMENT OF THE INDEPENDENT BID***

In accordance with the Article 26 of the Law,

\_\_\_\_\_,  
(Name of the Bidder)

provides:

### **STATEMENT OF THE INDEPENDENT BID**

Under full material and legal liability I confirm that I independently submitted the Bid in the public procurement procedure servicing of Poma ropeways, PP number 73/16, without consultations with other bidders or the 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 Purchaser shall promptly inform the organization competent for protection of competition thereof. The organization competent for protection of competition may ban the Bidder, i.e. the interested party, to participate in the public procurement procedure if it establishes that the Bidder, i.e. the interested party, breached competition in the public procurement procedure in terms of the law regulating protection of competition.*

**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 and certified with stamp.**

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

Concerning the Article 75, Paragraph 2 of the Law on Public Procurements, as the Bidder's representative I provide the following

STATEMENT

In the public procurement procedure servicing Poma ropeways, PP number 73/16, the Bidder.....*[insert the name of the Bidder]*, observed the obligations arising from the applicable regulations concerning work safety, employment and working conditions, environment protection, and also that it has no ban on performing activities that is in force at the time of the bid submission.

Date:

M.P.

The Bidder's signature

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*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 and certified with stamp.*