

TENDER DOCUMENTATION

PUBLIC PROCUREMENT – Servicing the system of artificial snow Sufag, no. 11/17

NEGOTIATION PROCEDURE WITHOUT AN INVITATION TO BID

Date of announcing at Portal of Public Procurement Office:	23.03.2017.
Date of submitting a bid:	12.04.2017. until 12 p.m.
Date of opening bid:	12.04.2017. at 12:30 p.m.

March, 2017.

Pursuant to Article 36. Paragraph 1. point 2 and of the Law on Public Procurement (RS Official Gazette, No 124/2012, 14/15, 83/15), (hereinafter: the LPP), Article 5 of the Rules on Mandatory Elements of Tender Documentation and the Manner of Proving the Fulfilment of Requirements (RS Official Gazette, No 86/15), Decision on Initiating the Public Procurement Procedure number 844 dated on 06.03.2017. and the Decree on the Formation of Public Procurement Committee No 844/1 dated 06.03.2017., it was prepared as follows:

TENDER DOCUMENTATION
in the negotiating procedure without an invitation to bid in a public procurement
procedure No. 11/17

The tender documentation includes:

<i>Chapter</i>	<i>Chapter title:</i>	<i>Page</i>
I	Data on the public procurement	3
II	Data on the subject of the public procurement	4
III	Type, technical specifications, quantity and description of services	5
IV	Technical specification with price structure form	6-7
V	Conditions for bidding in the public procurement from Art. 75 and 76 and Instructions how to prove fulfilment of the conditions:	8-9
VI	Contract elements to be negotiated upon and the manner of negotiations	10
VII	Instructions to bidders on how to prepare the bid	11-17
VIII	Bid form	18-21
IX	Bid preparation expenses form	22
X	Form of the Statement on the Independent Bid	23
XI	Statement on Conformity with Art. 75 Par. 2 of the PPL	24
XII	Contract Model	25-27

I GENERAL DATA ON THE PUBLIC PROCUREMENT

1. Data on the Procuring Entity

The Procuring Entity: Public Enterprise "Ski Resorts of Serbia"
Address: Milutina Milankovica 9, New Belgrade
Web page of the Procuring Entity: www.skijalistasrbije.rs

2. Type of public procurement:

This public procurement is executed in the form of a negotiation procedure without invitation to bid, in accordance with the LPP and the bylaws governing public procurements.

The grounds for applying the negotiation procedure without invitation to bid are the following:

Article 36, Paragraph 1, Item 2 of the Law on Public Procurement stipulates that a Procuring Entity may initiate a negotiation procedure without invitation to bid if, due to technical or artistic nature of the subject of the public procurement, or for reasons related to protection of exclusive rights, the supply can only be executed by a certain bidder.

Bidder Sufag is the only bidder for this public procurement, due to technical reasons, as manufacturer of the system for artificial snow.

Pursuant to Article 36, Paragraph 2 of the Law on Public Procurement, prior to initiating the procedure, the Procuring Entity asked the Public Procurement Office, for the opinion of conducting negotiation procedure, and the PPO issue positive opinion no. 404-02-442-17 dated on 14.02.2017.

3. Subject of the public procurement

Subject of the public procurement no. 11/17 are services – servicing the system of artificial snow Sufag

4. Contact (person or office)

Contact office: Public Procurement Department,
e-mail daliborka.vukojevic@skijalistasrbije.rs

II DATA ON THE SUBJECT OF THE PUBLIC PROCUREMENT

1. Subject of the public procurement

Subject of the public procurement no. 11/17 are services - servicing the system of artificial snow manufacturer Sufag

Code from the general public procurement glossary:
50000000 maintenance and repairs

2. Lots

The subject of this procurement is not divided into lots.

***III TYPE, TECHNICAL SPECIFICATIONS, QUANTITY AND
DESCRIPTION OF SERVICES, TERM AND POINT EXECUTION OF
SERVICES***

1. Type of services

Subject of the public procurement no. 11/17 are services - servicing the system of artificial snow manufacturer Sufag

2. Technical characteristics

In conformity with the technical specification requirements from Chapter IV of the Tender Documentation.

3. Term and point of servicing

Point of servicing: Ski resorts Zlatibor.

The deadline for service and execution is 60 days after the invitation by the Purchaser.

IV TECHNICAL SPECIFICATION WITH PRICE STRUCTURE FORM

Bidder shall fill in this form, certify the stamp and signature.

Bidder is required to complete each item in the structure of prices form.

If the Bidder doesn't fill in all the required items, the offer will be rejected as unacceptable.

Табела 1 / Table 1

Редни број / Position	Назив услуге / Description	цена (без ПДВ) [din] ili [€] price (without VAT) [din] or [€]
1	Трошкови превоза сервисера (путни трошкови до скијалишта Златибор). Costs of transport for serviceman (transport fee – to Ski center Zlatibor).	
2	Трошкови сервисера (смештај, исхрана). Трошкови исказани у € по дану за једног сервисера. Costs of serviceman (accommodation fee, food fee). Costs are expressed in euros per day for one serviceman.	
3	Цена радног дана сервисера за 12 часова, од тога 10.5 часоваведено на раду, 1 час паузе и 0.5 часова за сачињавање извештаја – ИНТЕРВЕНЦИЈА У ДОГОВОРЕНОМ РОКУ [долазак сервисера у року од 30 дана од позива] Price of serviceman`s working day for 12 hours [10.5 working hours, 1 hour pause, half an hour for writing report] – INTERVENTIONS WITHIN THE AGREED DEADLINE [arrival serviceman in term of 30 days after calling]	
<u>Табела 1 / Table 1</u> UKUPNO/TOTAL:		

Табела 2 / Table 2

Редни број / Position	НАЗИВ	NAME	Јединица мере / Unit of measurement	Цена (без ПДВ) [din] ili [€] price (without VAT) [din] or [€]
1	Управљачки екран са софтвером	TOUCH panel SIEMENS TP177B PN/DP-6 CSTN (or equivalent) with the software	1.ком / piece	
Табела 2 / Table 2 UKUPNO/TOTAL:				

Табела 1 / Table 1 UKUPNO/TOTAL:	
Табела 2 / Table 2 UKUPNO/TOTAL:	
UKUPNO/TOTAL (Table 1 + Table 2) :	

Date:

PoS

Bidder's signature

V REQUIREMENTS FOR BIDDING IN THE PUBLIC PROCUREMENT FROM ART. 75 AND 76 AND INSTRUCTIONS HOW TO PROVE FULFILMENT OF THE CONDITIONS

1. REQUIREMENTS FOR BIDDING IN THE PUBLIC PROCUREMENT FROM ART. 75 AND 76 OF THE LPP

- 1.1.** The entitled bidders in this public procurement is the bidder who meets the **compulsory conditions** prescribed in Article 75 of the LPP, as follows:
- 1) The bidder must be registered with the competent public authority or enlisted in the appropriate register (Art. 75, Par. 1, Item 1 of the LPP);
 - 2) The bidder and its legal representative have not been convicted for any criminal offence as members of an organized criminal group; that it has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud (Art. 75, Par. 1, Item 2 of the LPP);
 - 3) The bidder must settle all taxes, contributions and other public liabilities in line with the regulations of the Republic of Serbia or a foreign state where the bidder's seat is located (Art. 75, Par. 1, Item 4 of the LPP);
 - 4) When preparing the bid, the bidder shall explicitly state that he has complied with the liabilities arising from current regulations on safety at work, employment and working conditions, environmental protection, and that the bidder guarantees that has not been prohibited from performing economic activities by any measure in force at the time of submitting a bid (Art. 75, Par. 2 of the LPP).
- 1.2.** If the bidder is bidding with a subcontractor, pursuant to Article 80 of the LPP, the subcontractor must meet the requirements referred to in Article 75, Paragraph 1, Items 1 to 4 of the LPP.
- 1.3.** If the bid is submitted by a group of bidders, each bidder from the group of bidders shall fulfil the requirements referred to in Article 75, paragraph 1, items 1 to 4 of the LPP.

2. INSTRUCTION HOW TO PROVE COMPLIANCE WITH REQUIREMENTS – COMPLIANCE FORM

Bidders shall prove **compliance with the requirements** for bidding in the public procurement No. 11/17 by submitting a statement in which he states under penalty of perjury that he complies with the requirements, which is a comprising part of the documentation herein.

Pursuant to Article 77. Paragraph 4 of the Law on Public Procurement (Official Gazette of the RS, No 124/12, 14/15, 68/15)

(Bidder's name)

is making the following:

STATEMENT

ON COMPLIANCE WITH THE REQUIREMENTS FOR BIDDING IN THE PUBLIC PROCUREMENT 11/17

Under penalty of perjury we hereby confirm that we comply with all the compulsory requirements for bidding in a public procurement of servicing the system of artificial snow manufacturer Sufag as stated in the tender documentation, as follows:

- 1) The bidder must be registered with the competent public authority or enlisted in the appropriate register (Art. 75, Par. 1, Item 1 of the LPP);
- 2) The bidder and its legal representative have not been convicted for any criminal offence as members of an organized criminal group; that it has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud (Art. 75, Par. 1, Item 2 of the LPP);
- 3) The bidder must settle all taxes, contributions and other public liabilities in line with the regulations of the Republic of Serbia or a foreign state where the bidder's seat is located (Art. 75, Par. 1, Item 4 of the LPP).

Date:

PoS

Bidder's signature

Note: The bidder shall immediately inform in writing the Procuring Entity of any change with respect the compliance with the public procurement requirements that occurs before the decision is made, and/or before the contract is concluded, and/or during the contract validity, and provide relevant accompanying documents.

VI CONTRACT ELEMENTS TO BE NEGOTIATED UPON AND THE MANNER OF NEGOTIATIONS

The subject of the negotiations shall be unit prices from the bid and total price.

The negotiation process shall commence immediately after the bid is opened, with an authorized representative of the bidder who has submitted the bid. There shall be two rounds of negotiations, before the bidder offers his final price.

Prior to the initiation of the negotiations, the representative of the bidder must submit to the committee a written authorisation to attend the bid opening procedure and the authorisation to negotiate, stamped and signed by the legal representative of the bidder.

If the authorised representative does not attend the negotiation procedure, it shall be assumed that his final price is the price stated in the bid.

It is not permitted to offer a higher price in the negotiation process than the price stated in the bid.

The Procuring Entity shall make sure in the negotiation process that the contractual price is not higher than the comparative market price and shall diligently check the quality of the subject of the procurement.

The Procuring Entity shall make a record on the negotiation process.

VII INSTRUCTIONS TO BIDDERS ON HOW TO PREPARE THE BID

1. DATA ON THE LANGUAGE IN WHICH THE BID MUST BE MADE

The bid shall be written in the Serbian language and/or in the English language.

The tender document is made on Serbian and English language.

In case of disagreement of two versions, authoritative version of tender document is version in Serbian language.

2. THE MANNER IN WHICH THE BID MUST BE MADE

Bidder shall submit the bid in person or by mail in a sealed envelope or box, so that at its opening it can be verified that it has been opened for the first time.

The back of the envelope shall contain the correct name and address of the bidder.

In case a bid is submitted by a group of bidders, it shall be stated on the envelope that it is submitted by a group of bidders and it shall contain the names and addresses of all the joint bidders.

The bid shall be submitted to the following address: PE "SKI RESORTS OF SERBIA", Milutina Milankovica 9, 11 070 New Belgrade, with the following note: "A bid in a public procurement procedure – servicing the system of artificial snow Technoalpin, PP No. 11/17 – DO NOT OPEN". The bid shall be deemed timely if it has been received by the Procuring Entity before the deadline for submitting bids has expired – **12.04.2017., by 12 p.m., local time. The bid opening procedure and the negotiation procedure shall be on the same day, 12.04.2017., commencing at 12.30 p.m.**

Upon receipt of each bid, the Procuring Entity shall record on the envelope, i.e. box, containing the bid the time of receipt and record the number and date of the bid in the order of arrival. If a bid is submitted in person, the Procuring Entity shall give to the bidder a certificate of receipt. In this certificate of receipt, the Procuring Entity shall state the date and time of the receipt of the bid.

The bid that the Procuring Entity does not receive within the deadline set for the receipt of bids, i.e. which is received after the date and hour set as the deadline for the receipt of bids, shall be deemed untimely.

A bid must comprise the following:

- Bid form (filled in, stamped and signed)
- Technical specification with price structure form (filled in, stamped and signed)
- Statement on compliance with the requirements for bidding in the public procurement (filled in, stamped and signed)
- Form of the Statement on the Independent Bid (filled in, stamped and signed)
- Statement on Conformity with Art. 75, Paragraph 2 of the LPP. (filled in, stamped and signed)
- Contract model (filled in, stamped and signed)

3. LOTS

The subject of this procurement is not divided into lots.

4. BIDS WITH VARIATIONS

Bids with variations are not allowed.

5. AMENDMENTS, SUPPLEMENTS AND CANCELLATION OF BIDS

Within time limits for submitting the bid, the bidder may change, amend or revoke its bid in the manner specified for bid submission.

The bidder shall clearly mark the part of the bid which is being changed, and/or subsequently added to the document.

The amendments, supplements or cancellations shall be submitted to the following address: PE Ski Resorts of Serbia, Milutina Milankovica 9, New Belgrade, with the following note:

"Amendments to the public procurement – PP No. 11/17 – DO NOT OPEN" or

"Supplements to the public procurement –PP No. 11/17 – DO NOT OPEN" or

"Cancellation of the public procurement –PP No. 11/17 – DO NOT OPEN" or

"Amendments and supplements to the public procurement –PP No. 11/17 – DO NOT OPEN".

The back of the envelope or the box shall contain the correct name and address of the bidder. In case a bid is submitted by a group of bidders, it shall be stated on the envelope that it is submitted by a group of bidders and it shall contain the names and addresses of all the joint bidders.

After the deadline for submission of bids has expired, a bidder is not allowed to change his bid.

6. PARTICIPATION IN A JOINT BID OR AS A SUBCONTRACTOR

A bidder may submit one bid only.

The bidder who has independently submitted its bid cannot simultaneously participate in some other bid as a joint bidder or as a subcontractor, nor can he participate in several joint bids.

In the Bid Form (Chapter VIII), the bidder shall state the manner in which he is submitting the bid, i.e. whether he is bidding independently or as a joint bidder, or with a subcontractor.

7. BIDS WITH A SUBCONTRACTOR

If a bidder is bidding with a subcontractor, he shall state in the Bid Form (Chapter VIII) that he is bidding with a subcontractor, the percentage of the total procurement value to be entrusted with the subcontractor, which may not exceed 50% as well as the part of the subject of the public procurement to be executed by the subcontractor.

In the Bid Form, the bidder shall state the name and the head office address of the subcontractor, if he is to entrust a subcontractor with the execution of a part of the procurement.

If the Procuring Entity and the bidder who is bidding with a subcontractor conclude the contract on public procurement, the subcontractor shall be indicated in the public procurement contract.

The bidder shall submit evidence for the subcontractors on compliance with the requirements stated in Chapter V of the tender documentation, in accordance with the Instructions on how to prove compliance with the requirements.

The bidder shall be fully responsible to the Procuring Entity for the execution of all the liabilities under the procurement, i.e. the contractual obligations, regardless of the number of subcontractors.

The bidder shall provide access to the Procuring Entity, upon the Procuring Entity's request, to the subcontractor for the purpose of determining compliance with the requirements.

8. A JOINT BID

A bid may be submitted by a group of bidders.

If a bid is submitted by a group of bidders, an integral part of the joint bid shall be the agreement whereby the bidders from the group commit to each other and to the Procuring Entity to execute the public procurement, which shall comprise the data from Article 81, Par. 4, of the LPP as follows:

- the leading member of the group, i.e. the one who will submit the bid and represent the group of bidders before the Procuring Entity;
- the responsibilities of each bidder from the group of bidders for the execution of the contract.

The group of bidders shall submit written statement on compliance with the requirements stated in Chapter V of the tender documentation, in accordance with the Instructions on how to prove compliance with the requirements.

The bidders from the group of bidders shall bear unlimited joint and several liability towards the Procuring Entity.

9. METHOD AND TERMS OF PAYMENT, GUARANTEE PERIOD, AND OTHER CIRCUMSTANCES THAT DETERMINE THE ACCEPTABILITY OF A BID

9.1. Requirements regarding the method and terms and conditions of payment

Payment is in legal term, after complete performed service and submitted invoices for performed service, with the specification of the services, replaced parts, according to the unit prices in the form of price structure.

Payment is made by transfer to the account of the bidder, based on the unit prices of services offered in the bid.

9.2. Requirements regarding the deadline

Deadline for service and execution is 60 days after the invitation by the Purchaser.

9.3. Requirements regarding bid validity period

Bid validity period may not be shorter than 30 days from the day of the bid opening.

In the case that the validity of a bid has expired, the Procuring Entity shall ask the bidder in writing for the extension of the validity period.

The bidder that accepts the extension request may not change the bid.

10. THE CURRENCY AND HOW THE PRICE STATED IN THE BID SHALL BE STATED

The Procuring Entity allows the bidder to state the price in Euro. The price shall be converted into dinars using the medium exchange rate of the National Bank of Serbia on the date when the bid opening started. The price may not be changed. If the offered price includes import duties and other charges, the bidder is obliged to express that part separately in dinars.

11. DATA ON THE TYPE, CONTENTS, WAY OF SUBMITTING, AMOUNT AND EXPIRY DATES FOR PERFORMANCE BONDS OF THE BIDDERS

The Procuring Entity does not require financial securities in this public procurement.

12. NON-DISCLOSURE OF THE DATA THE PROCURING ENTITY MAKES AVAILABLE FOR THE BIDDERS, INCLUDING THEIR SUBCONTRACTORS

This procurement does not contain confidential information made available by the Procuring Entity.

13. ADDITIONAL INFORMATION OR CLARIFICATIONS ON HOW TO PREPARE THE BID

An interested person may request from the Procuring Entity in writing via regular mail or email of the Procuring Entity daliborka.vukojevic@skijalistasrbije.rs additional information on how to prepare the bid, at least 5 days before the deadline for submitting bids has expired. Within three (3) days upon receiving the request for information and clarifications on the tender documentation, the Procuring Entity shall publish such information and clarifications on the public procurement portal and its website.

Additional information or clarifications are to be supplied with the following note: "Request for additional information or explanations on the tender documentation, **PP No. 11/17**."

If the Procuring Entity amends or supplements the tender documentation eight or less days before the expiry of the deadline for the submission of bids, it shall extend the deadline for the submission of bids and publish the information on the extension of the deadline for submission of bids.

After the deadline for submission of bids has expired, a bidder is not allowed to change or supplement the tender documentation.

Requesting additional information and clarifications about bid preparation over the phone is not allowed.

Communication in the public procurement procedure shall be made exclusively in the manner specified in Article 20 of the LPP.

14. ADDITIONAL CLARIFICATIONS BY THE BIDDERS AFTER THE BID OPENING AND CONTROL WITH THE BIDDER AND/OR HIS SUBCONTRACTOR

The Procuring Entity may, upon expert bid evaluation, request from the bidder in writing additional clarifications which will help in reviewing, evaluating and comparing the bid and it may also perform control (pre-inspection) of the bidder, i.e. his subcontractor (Article 93 of the LPP).

If the Procuring Entity concludes that additional clarifications are needed or that it is necessary to control (inspect) some elements with the bidder, and/or his subcontractor, the Procuring Entity shall allow reasonable time for the bidder to act upon the request from the Procuring Entity, i.e. to enable the Procuring Entity the control (inspection) of the bidder and/or his subcontractor.

The Procuring Entity may, with bidder's consent, rectify arithmetic errors noticed while examining the bid, upon termination of the bid opening procedure.

If there is a difference between the unit and total price, the unit price shall be the reference one.

If the bidder does not consent to the correction of arithmetic errors, the Procuring Entity shall reject his bid as unacceptable.

15. CONTRACT ELEMENTS TO BE NEGOTIATED UPON AND THE MANNER OF NEGOTIATIONS

The subject of the negotiations shall be unit prices.

The negotiation process shall commence immediately after the bid is opened, with an authorized representative of the bidder who has submitted the bid. There shall be two rounds of negotiations, before the bidder offers his final price.

Prior to the initiation of the negotiations, the representative of the bidder must submit to the committee a written authorisation to attend the bid opening procedure and the authorisation to negotiate, stamped and signed by the legal representative of the bidder.

If the authorised representative does not attend the negotiation procedure, it shall be assumed that his final price is the price stated in the bid.

It is not permitted to offer a higher price in the negotiation process than the price stated in the bid.

The Procuring Entity shall make sure in the negotiation process that the contractual price is not higher than the comparative market price and shall diligently check the quality of the subject of the procurement.

The Procuring Entity shall make a record on the negotiation process.

16. THE TYPE OF CRITERIA FOR AWARDING THE CONTRACT, THE ELEMENTS OF THE CRITERIA FOR AWARDING THE CONTRACT AND THE METHODOLOGY FOR PONDERING EACH ELEMENT OF THE CRITERIA

“the lowest bid price”.

17. THE CRITERIA ELEMENTS UPON WHICH THE PROCURING ENTITY SHALL AWARD THE CONTRACT IN A SITUATION WITH TWO OR MORE BIDS WITH EQUAL NUMBER OF WEIGHTS OR THE SAME BID PRICE

In this public procurement procedure participates only one bidder.

18. COMPLYING WITH THE OBLIGATIONS ARISING FROM CURRENT REGULATIONS

In his bid, the bidder shall state under penalty of perjury that he has complied with all the obligations arising from current regulations on safety at work, employment and working conditions, environmental protection, and that the bidder guarantees that he is the holder of intellectual property rights. (The Bid Form given in Chapter **XI** of the tender documentation).

19. USING PATENTS AND LIABILITY IN CASE OF BREACH OF THIRD PERSONS INTELLECTUAL PROPERTY RIGHTS

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

20. MANNER AND DEADLINE FOR SUBMISSION OF REQUEST FOR PROTECTION OF BIDDERS RIGHTS

Request for protection of rights may submit a bidder, or interested person, who has an interest in the awarding of contracts, in particular public procurement procedure, and who has suffered or could suffer damage due to actions of ordering party, contrary to law.

Request for protection of rights should be submitted to ordering party, and a copy simultaneously to Republic Commission.

Request for protection of rights may be submitted during the entire public procurement procedure, against any action of ordering party, unless the law provides otherwise.

Request for protection of rights, challenging procedure type, contents of the call for bids submission or bidding documentation shall be deemed timely, if received by ordering party no later than seven days before deadline for bids submission, regardless of the method of delivery, and if the applicant is in line with Article 63, Paragraph 2 of the Law, pointed out to ordering party any deficiencies and irregularities, and ordering party did not remove them.

Request for protection of rights challenging actions that ordering party takes, prior to deadline for submission of bids, and after expiry of the period from paragraph 3 of Article 149 LPP, will be considered timely, if it is filed no later than the deadline for tenders submission.

After bringing a decision of awarding a contract, and the decision to terminate the proceeding, the deadline for filing request for protection of rights is ten days from the date of decision publication on the Public Procurement Portal. With a request for protection of rights, acts of ordering party in the procedure of public procurement process cannot be challenged, if the applicant was or could have been aware of the reasons for its submission before the deadline for submission of a request from paragraph 3 and 4 of this Article, and claimant had not submitted it before that deadline.

If in the same procedure of public procurement once again was submitted request for protection of rights, from the same claimant, in this claim cannot be challenged actions of ordering party for which claimant knew or should have known when submitting the previous request.

Request for protection of rights does not retain further activities of ordering party in a public procurement procedure, in accordance with the provisions of Article 150 of LPP.

Ordering party publishes a notice on the filed request for protection of rights on the Public Procurement Portal, and on its website no later than two days from the date of receipt of request for protection of rights, which contains information from Annex 3Lj.

Request for protection of rights must contain:

- 1) name and address of applicant and a contact person;
- 2) name and address of ordering party
- 3) data on public procurement which is the subject of the request, that is, of the decision of ordering party
- 4) violations of regulations governing public procurement procedure;
- 5) facts and evidence to prove the violation;
- 6) receipt of fees payment from Article 156 of this Law;
- 7) applicant signature

If a submitted request for protection of rights does not contain all necessary elements, ordering party shall reject such request by a conclusion.

Submitter of request for protection of rights is obliged to, on a certain account of the budget of Republic of Serbia, pay fee of 60,000 dinars

All instructions, as well as examples and a way of filling in payment slip, in detail can be seen on the official webpage of the Republic Commission for Protection of Rights in the Public Procurement Procedures.

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

INFORMATION ON HOW TO PAY FEE FOR SUBMITTING REQUEST FOR PROTECTION OF RIGHTS

Complete instructions on payment of fees can be seen on the website of Republic Commission for Protection of Rights, link:

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

21. DEADLINE IN WHICH A CONTRACT WILL BE SIGNED

Ordering party shall contract of public procurement, deliver to bidder to whom a contract is awarded, within 8 days of the expiry deadline for filling a request for protection of rights.

VIII BID FORM

Bid no. _____ of _____ 2017. for the public procurement , PP No. 11/17. servicing the system of artificial snow Sufag.

1) GENERAL DATA ON THE BIDDER

Bidder's name:	
Bidder's address:	
Bidder's registry number:	
Bidder's tax identification number (TIN):	
Contact person:	
Bidder's e-mail:	
Telephone:	
Fax:	
Bidders account number and the name of the bank:	
Person authorised to conclude contracts:	

2) THE BID IS SUBMITTED:

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

Note: please circle the method of submitting the bid and enter the data on the subcontractor if the bid is submitted with a subcontractor, i.e. the data on all the participants in a joint bid if a bid is submitted by a group of bidders.

3) Bid no. _____ of _____ for the public procurement – servicing the system of artificial snow Sufag, PP No. 11/17.

Total price without VAT	
Term and method of payment	The deadline for payment in legal term, after complete performed service and submitted invoices for performed service, with the specification of the services, replaced parts according to the unit prices in the form of price structure. Payment is made by transfer to the account of the bidder, based on the unit prices of services offered in the bid.
The deadline for execution of a service	Deadline for service execution is 60 days after the invitation by the Purchaser.
Warranty period for the provide service	_____ (minimum 12) month from the day of provided service.
Bid validity term:	_____ days (minimum 30) from the day of bid opening procedure.

Date:

PoS

Bidder's signature

The bidder shall fill in the Bid Form, stamp it and sign, which confirms that the information in the Bid Form is accurate. If bidders are bidding in a joint bid, the group of bidders may choose the option in which all the bidders from the group of bidders sign and stamp the Bid Form or the group of bidder may delegate one bidder from the group of bidders who shall fill in, sign and stamp the Bid Form.

4) DATA ON THE SUBCONTRACTOR

1)	<i>Subcontractor's name:</i>	
	<i>Address:</i>	
	<i>Registration number:</i>	
	<i>Tax identification number (TIN):</i>	
	<i>Name of the contact person:</i>	
	<i>The percentage of the total value of the procurement which shall be executed by this subcontractor:</i>	
	<i>The part of the subject of the procurement which shall be executed by the subcontractor:</i>	
2)	<i>Subcontractor's name:</i>	
	<i>Address:</i>	
	<i>Registration number:</i>	
	<i>Tax identification number (TIN):</i>	
	<i>Name of the contact person:</i>	
	<i>The percentage of the total value of the procurement which shall be executed by this subcontractor:</i>	
	<i>The part of the subject of the procurement which shall be executed by the subcontractor:</i>	

Note:

The form "Data on the Bidder" are to be submitted only by those bidders who bid with a subcontractor, and if there is a greater number of bidders than the boxes in the table, the form should be photocopied in a sufficient number of copies, filled in and submitted for each bidder.

5) DATA ON THE BIDDER IN A JOINT BID

1)	<i>Data on the bidder in a joint bid:</i>	
	<i>Address:</i>	
	<i>Registration number:</i>	
	<i>Tax identification number:</i>	
	<i>Name of the contact person:</i>	
2)	<i>Data on the bidder in a joint bid:</i>	
	<i>Address:</i>	
	<i>Registration number:</i>	
	<i>Tax identification number:</i>	
	<i>Name of the contact person:</i>	
3)	<i>Data on the bidder in a joint bid:</i>	
	<i>Address:</i>	
	<i>Registration number:</i>	
	<i>Tax identification number:</i>	
	<i>Name of the contact person:</i>	

Note:

The form "Data on the Bidder in a Joint Bid" are to be submitted only by those bidders who bid in a joint bid, and if there is a greater number of bidders than the boxes in the table, the form should be photocopied in a sufficient number of copies, filled in and submitted for each bidder who is bidding in a joint bid.

IX BID PREPARATION EXPENSES FORM

Pursuant to Article 88, Paragraph 1 of the LPP, the bidder _____ (*write the name of the bidder*), submit the total amount and the structure of costs incurred for the bid preparation, as shown in the table:

<i>TYPE OF COST</i>	<i>COST AMOUNT IN RSD</i>
<i>TOTAL AMOUNT FOR BID PREPARATION</i>	

The costs of preparing and submitting the bid shall be exclusively borne by the bidder, and the bidder shall not request the reimbursement of costs from the Procuring Entity.

If the public procurement procedure was cancelled due to reasons related to the Procuring Entity, it shall reimburse the costs for producing sample or model to the bidder, if these were made in compliance with the technical specifications of the Procuring Entity, as well as the costs of providing the financial security instruments, provided that the bidder requested reimbursement of these costs in its bid.

Note: the submission of this statement is not mandatory.

Date:

PoS

Bidder's signature

X STATEMENT ON INDEPENDENT BID FORM

Pursuant to Article 26 of the LPP, _____,
(Bidder's name)
is making the following:

STATEMENT

ON THE INDEPENDENT BID

I hereby declare under penalty of perjury that I have submitted the bid in the public procurement procedure – servicing the system of artificial snow manufacturer Sufag, No. 11/17 independently, without agreement with other bidders or stakeholders.

Date:

PoS

Bidder's signature

Note: in case of reasonable doubt in the accuracy of the statement on independent bid, the Procuring Entity shall immediately inform the relevant competition protection body.

If the bid is submitted by a group of bidders, the Statement must be signed by an authorised person of each bidder in the group of bidders and verified by stamp.

XI STATEMENT ON CONFORMITY WITH ART. 75, PARAGRAPH 2 OF THE LPP.

Regarding Article 75 Paragraph 2 of the Law on Public Procurement, as the representative of the bidder, I am hereby making the following

STATEMENT

The bidder(state the name of the bidder) in the public procurement procedure – servicing the system of artificial snow manufacturer Sufag, **PP** No. 11/17, has complied with all the obligations arising from current regulations on safety at work, employment and working conditions, environmental protection, and guarantee that he has not been prohibited from performing economic activities by any measure in force at the time of submitting a bid.

Date:

PoS

Bidder's signature

*Note: **If the bid is submitted by a group of bidders,** the Statement must be signed by an authorised person of each bidder in the group of bidders and verified by stamp.*

XII CONTRACT MODEL

Concluded between:

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

and

_____ based in _____, address _____, TIN _____, registration number _____ represented by _____ (hereinafter referred to as **Supplier**).

The Contracting Parties agree that:

- the Purchaser has, pursuant to Article 32 and 53 of the Law on Public Procurement (Official Gazette of the Republic of Serbia, No.124 /12, 14/2015,68/2015) and the Decision on initiation of procedure no. 844 from 06.03.2017., carried out a negotiated procedure for public procurement of servicing the system of artificial snow Sufag, number of procurement 11/17;
- that the Supplier submitted its Bid number _____ from _____ 2017, archived with the Purchaser under the number _____ of _____ 2017 (*to be completed by the Purchaser*), which is an integral part of this contract and is attached thereto;
- that the offer of the Supplier is submitted with a subcontractor _____ or it is a joint offer _____, in accordance with the agreement on joint participation (*to be completed only in the event that the Bidder applies with a subcontractor, or in the case of a joint bid*);
- that the Purchaser has, in accordance with Article 108 of the Public Procurement Law, issued a Decision no. _____ from _____ 2017 (*to be completed by the Purchaser*), regarding the contract being awarded to the Supplier for Public Procurement no. 11/17.

Subject of the Contract

Article 1

The subject of this Contract is servicing the system of artificial snow Sufag, all in accordance with the technical specification of the tender documentation and Supplier's Offer No. _____ from _____ 2017, which was archived with the Purchaser under number _____ from _____ 2017 (*to be completed by the Purchaser*), which is an integral part of this Contract and is attached to it.

Price

Article 2

Total price for servicing the system from Article 1 of the Contract is _____ RSD/EUR without vat.

The total price referred to in paragraph 1 of this Article, includes all costs relating to the implementation of this Contract.

Method of payment

Article 3

The Purchaser will make payment for services to the Supplier based on the unit prices from the price structure form from the bid, within legal term, after receiving the invoice with the list of actual services provided and Report on conducted services.

The deadline

Article 4

Deadline for service and execution is 60 days after the invitation by the Purchaser.

Contractual penalty

Article 5

If the Supplier fails to start perform services until the deadline prescribed in Article 4 of this Contract, Supplier should pay to the Purchaser a contractual penalty in the amount of 0,5 % of the total contract value for each day of delay.

The Purchaser will charge the contractual penalty, without prior consent of the Supplier, by impairment of the account for the amount of non-executed service.

If the damage suffered by the Purchaser due to non-fulfillment of contractual obligations by the Supplier or tardiness in fulfilling contractual obligations by the Supplier, is greater than the amount of contractual penalty, the Purchaser will be entitled to the difference up to the full compensation for damage, and maximum up to the value of the contract.

Obligations of the Supplier

Article 6

Supplier is obliged to perform the service concerned in accordance with the provisions of this Contract, in accordance with the technical specifications in the tender documents, in professional quality with respect to legal and technical regulations and in accordance with the standards in force for this type of activity.

Supplier is obliged to submit reports on performed services to the Purchaser, for each servis.

Obligations of the Purchaser

Article 7

Purchaser is obligated to the following:

- Allow execution of contractual obligations to the Supplier;
- Regularly pay the agreed price to the Supplier, in the manner and within time limits defined in detail in the provisions of this Contract;
- Conduct all other contractual obligations in accordance with the provisions of this Contract.

Guarantee period

Article 8

The Supplier provides a guarantee for performed services for a period of _____ months (minimum 12 months) from the date of service.

Termination of Contract

Article 9

The Purchaser has the right to unilaterally terminate the contract at any time and without notice, if the Supplier does not fulfill their obligations in the agreed manner and within the agreed term, on which the Purchaser will notify the Supplier.

In case of changed circumstances in Purchaser's operations, the Purchaser reserves the right to withdraw from the purchase of services, without obligation to pay for any damages.

The Purchaser has the right to reduce the financial value of the contract in case of changes in the financial plan of the Purchaser, without the obligation to pay any damages.

Transitional and final provisions

Article 10

This Contract shall enter into force upon signature by the Purchaser and the Supplier and lasts until the fulfillment of the financial value of the contract referred to in Article 2 paragraph 3 of the Contract, which Purchaser shall notify the Supplier.

For everything not provided herein, the provisions of the law regulating contractual obligations in the Republic of Serbia and other applicable regulations governing this area will be applied.

Article 11

Contractual parties will resolve all arising disputes amicably; otherwise, Commercial Court in Belgrade will be in charge, Republic of Serbia.

Article 12

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

FORTHE SUPPLIER

FOR THE PURCHASER

DIRECTOR

ACTING DIRECTOR

Dejan Cika

NOTE:

This model contract is the contract which will be signed with the selected bidder (with possible corrections in the subject of negotiation).

The Bidder is required to fill the model contract, stamp and sign the last page of model contract. If the bidder fails to 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, item 5) of the Law on Public Procurement.