

TENDER DOCUMENTATION

PUBLIC ENTERPRISE
"SKI RESORTS OF SERBIA"
Milutina Milankovica
New Belgrade

PUBLIC PROCUREMENT –
Servicing installation, with training, and replacement of defective parts with
supervision on chairlifts Doppelmayr,
at Kopaonik and Stara planina ski resorts

**NEGOTIATION PROCEDURE WITHOUT
AN INVITATION TO BID
PUBLIC PROCUREMENT No. 92/15**

Date of announcing at Portal of Public Procurement Office:	13.01.2016.
Date of submitting a bid:	25.02.2016. until 12 p.m.
Date of opening bid:	25.02.2016. at 12:30 p.m.

January, 2016.

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 5600 dated on 28.12.2015. and the Decree on the Formation of Public Procurement Committee No 5601 dated 28.12.2015., it was prepared as follows:

TENDER DOCUMENTATION
in the negotiating procedure without an invitation to bid in a public procurement
procedure No. 92/15

The tender documentation includes:

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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 Doppelmayr is the only bidder for this public procurement, due to technical reasons, as manufacturer of the chairlifts.

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. 011-00-403/15 dated on 30.10.2015.

3. Subject of the public procurement

Subject of the public procurement no. 92/15 are services – Servicing installation, with training, and replacement of defective parts with supervision on chairlifts Doppelmayr, at Kopaonik and Stara planina ski resorts.

4. Contact (person or office)

Contact office: Public Procurement Department, tel. 011/222-39-61, fax no. 011/311-90-30.

II DATA ON THE SUBJECT OF THE PUBLIC PROCUREMENT

1. Subject of the public procurement

Subject of the public procurement no. 92/15 are services - Servicing installation, with training, and replacement of defective parts with supervision on chairlifts Doppelmayr, at Kopaonik and Stara planina ski resorts.

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. 92/15 are services - Servicing installation, with training, and replacement of defective parts with supervision on chairlifts Doppelmayr, at Kopaonik and Stara planina ski resorts.

2. Technical characteristics

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

3. Term and point of servicing

Ski resorts Kopaonik and Stara planina, Republic of Serbia

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, for both tables.

Table 1

Position	Description of service	Unit price (without VAT)
1	Costs of technician – serviceman`s Doppelmayr (transport fee)	
2	Price of serviceman`s working day for 12 hours [10.5 working hours, 1 hour pause, half an hour for writing report]. The price includes accommodation fee and food fee for serviceman – INTERVENTIONS WITHIN THE AGREED DEADLINE [arrival serviceman in term of 30 days after calling]	
3	Price of serviceman`s working day for 12 hours [10.5 working hours, 1 hour pause, half an hour for writing report]. The price includes accommodation fee and food fee for serviceman – EMERGENCY INTERVENTIONS [arrival serviceman immediately after calling]	
4	Electrical simulation load test cable car [build up the system] with the necessary material	
5	Servicing installation in order to adapt the same for the internet [up grade with manufacturer Doppelmayr installations]	
6	Set the parts on the type of installation to service and training in servicing work and emergency brakes and sheave – servicing	
7	Central Processing Unit PILZ PSS SB CPU 3 ETH -2 – servicing	
8	Central Processing Unit PILZ PSS SB CPU3 – servicing	
9	Engaging mechanization for service - crane 6 -10 tons NOTE: Unit Price per hour engagement. The price included the cost of transport machinery to the place where they will arrange for service	

Date:

PoS

Bidder's signature

Table 1

Positi on	Catalogue number	Description	NAME	Unit price (without VAT)
1	10000576	Cevasti osigurač ϕ 8 x 60	roll pin	
2	10000555	Cevasti osigurač ϕ 5 x 60	roll pin	
3	10571302	Cevasti osigurač ϕ 6 x 40	roll pin	
4	10104832	Cevasti osigurač ϕ 3,5 x 40	roll pin	
5	10000577	Cevasti osigurač ϕ 8 x 70	roll pin	
6	10137320	Cevasti osigurač ϕ 5 x 70	roll pin	
7	10571303	Cevasti osigurač ϕ 6 x 55	roll pin	
8	10294821	Cevasti osigurač ϕ 3,5 x 55	roll pin	
9	10000452	Rascepka ϕ 4 x 36	Cotter pin	
10	10104491	Podloška veća	LOCKWASHER SKZ16	
11	10117754	Podloška manja	LOCKWASHER SKZ8	
12	10631796	Navrtka okrugla sa urezom	GROOVE NUT	
13	10420183	Ležaj 63007,2RS1-C3	Bearing 63007,2RS1-C3	
14	10458017	Točak plastični za otvaranje i zatvaranje hvataljke, četvorosedi	GRIP OPERAT ROLLER	
15	10458023	Trčeci točak hvataljke, četvorosedi	RUNNING WHELL	
16	10450042	Trčeci točak hvataljke - zadnja strana, četvorosed	GUIDE ROLLER DAIDT	
17	10450045	Točak plastični za otvaranje i zatvaranje hvataljke, šestosed	GRIP OPERAT ROLLER	
18	10450043	Trčeci točak hvataljke, šestosed	RUNNING WHELL	
19	10095649	Torziona opruga -sklop, četvorosedi	TORSION BAR DT	
20	10145765	Torziona opruga -sklop, šestosed	TORSION BAR DT	
21	10104647	Čaura PM 2225 DS, četvorosedi	BUSHING PM 2225DS	
22	10083892	Čaura PM 2220 DS, četvorosedi	BUSHING PM 2520DS	
23	10098455	Čaura PM 6520 DS, četvorosedi	BUSHING PM 6520DS	
24	10146409	Čaura, šestosed	BUSHING PM 2830DS	

25	10137322	Čaura, šestosed	BUSHING PM 3230DS	
26	10137323	Čaura, šestosed	BUSHING PM 7520DS	
27	10585491	Plastična čaura na osovini balansa, četvorosed	SPACER SLEEVE DT104	
28	10585495	Plastična čaura na osovini balansa, šestosed	SPACER SLEEVE DT108	
29	10441667	Plastični frikcionni komad hvataljke (plastika po kojoj gazi guma), četvorosed, šestosed	PLASTIC FRICTION PLATE DT	
30	10420187	Ležaj 6208	Bearing 6208	
31	10420181	Ležaj 6206	Bearing 6206	
32	10137325	Zavrtnaj M 16x55, 10.9, šestosed	BOLT DIN912-10 16X55	
33	80070248	Krilce hvataljke, isklopivi četvorosed	GRIP TONGUE DT104	
34	10521231	Krilce hvataljke, fiksni četvorosed	GRIP TONGUE TYPE2	
35	10734663	Krilce hvataljke, šestosed	GRIP TONGUE TYPE1	
36		Plastični čep na vratu hvataljke - fiksni četvorosed	Plastic cap on the grip neck - fixed four seater	
37	10355242	Naslon za ruke 97 905, četvorosed	ARM REST LATERAL LEFT	
38	10515803	Sigurnosni ram	Safety frame	
39	10281911	Uređaj za blokiranje naslona leđa	The locking device for backrest	
40	10355229	Naslon za ruke 97 904, četvorosed	ARM REST LATERAL RIGHT	
41	10360277	Naslon za ruke levi, šestosed	ARM REST 6 LEFT	
42	10360276	Naslon za ruke desni, šestosed	ARM REST 6 RIGHT	
43	10154385	Uložak sedišta spoljni desni, plastika	Pad seat outer right, plastic	
44	10154384	Uložak sedišta spoljni levi, plastika	Pad seat outer left, plastic	
45	10154336	Uložak naslona srednji, plastika	PAD KEEPER MIDDLE	
46	10154312	Uložak naslona levi, E 95, plastika	PAD KEEPER LEFT	
47	10154313	Uložak naslona desni, E 95, plastika	PAD KEEPER RIGHT	

48	10515054	Rukohvat sa trakom	HANDLE COMLETE	
49	10271050	Topli uložak naslona, spoljni	THERM PAD. F.BR,LATER	
50	10271049	Topli uložak naslona, srednji	THERM PAD. F.BR,MIDDLE	
51	10271065	Topli uložak sedeći, spoljni	THERM PAD. F.BR,PAD, MIDD.	
52	10260933	Topli uložak sedeći, srednji	THERM PAD. F.BR,PAD, MIDD.	
53	10024878	Plastično dugme za pričvšćivanje toplih uložaka naslona	SNAP FASTENER	
54	10082482	Klinasti remen XPCLW - 1900 mm	V-BELT XPC WL 1900MM	
55	10275085	Klinasti remen - pogonski CC/HCCBZL - 6150 mm	V-BELT CC/HCC	
56	10217238	Klinasti remen XPC 2000 mm, krivina D1, MS povratna strana	V-BELT XPC WL 2000MM	
57	10567647	Klinasti remen XPC 2080 mm, regulacija	V-BELT XPC WL 2080MM	
58	10211826	Guma komplet Dopellmajer	TYRE COMPL.DOPPEL MAYR-G	
59	10009733	Unutrašnja guma Dopellmajer	The inner tire Dopelmayr 3.5-5.0 bar	
60	10160318	Spoljna guma Dopellmajer 3,5-5,0 bar	The outer tire Dopelmayr 3.5-5.0 bar	
61	10117155	Navlaka za komandne stubiće uža	PROT.COVER. F.REM.CONTROL POSTS	
62	10117181	Navlaka za komandne stubiće šira	COVER PLATF.CONTROL PANEL	
63	10650482	Pahn za radnu kočnicu komplet –isklopivi četvorosedi 190x120x27	OUTER BRAKE SHOE 190x120x27	
64	10020270	Pahn za hitnu kočnicu komplet - isklopivi četvorosedi, 260x120x27	OUTER BRAKE SHOE 260x120x27	
65	10261450	Filter za ulje kočnica	BRAKE OIL FILTER	
66	10007252	Filter na centralama za zatezanje pogona	Filter switchboard tensioning drive	

67		Sajla sa priključcima-veza između sigurnosnog rama i opruge	Cable with connectors - the connection between the safety frame and springs	
68	10399676	Gumena obloga Dopplmayr sa 2 zleba	Rubber lining Dopelmayr with two grooves	
69	10431740	Gumena obloga Dopllmayr	Rubber lining Dopelmayr	
70	10430410	Alat za proveru zategnutosti remenova	BELT TENSION GAUGE OPTIKRIK 3	
71	10117500	Izbijač	PIN PUCH	
72	10879194	Žica (licnasta) silikon LE-XY11Y-O 1x2,5F BL P/N 101641166	Conuctor (stranded) silicone LE-XY11Y-O 1x2,5F BL P/N 101641166	
73	10247957	Bezkontaktni prekidač No 195007 P/N 10247957	Proximate Switch No 195007	
74	10498207	Vetromer (INT10 Schalensternanemometer Art.Nr.13 N219 S24	Windspeed meter (INT10 Schalensternanemometer Art.Nr.13 N219 S24	
75	10848032	Vetromer novi tip (INT10 Anemometer Art.Nr. 13 N 219 S34)	Windspeed meter new type (INT10 Anemometer Art.Nr. 13 N 219 S34)	
76	10498208	Pokazivač pravca vetra stari tip (Doppelmayer)	Wind direction meter old type (Doppelmayer)	
77	10848033	Pokazivač pravca vetra novi tip (Doppelmayer)	Wind direction meter new type (Doppelmayer)	
78	10059484	Prekidač BENDER&JAGER M10H E 058H (za promenu brzine N-L1-L2)	CAM Switch BENDER&JAGER M10H E 058H	
79	10036546	Napojna jedinica NGA 220/24V	POWER SUPPLY UNIT NGA 220/24V	
80	10439592	mikro prekidač ZCKJ1H29	Microswitch ZCKJ1H29	
81	10274774	granični prekidač ZCK E676	Limit switch ZCK E676	

82	20100038	mikro prekidač ZCMD21	Microswitch ZCMD21	
83	20100038	granični prekidač ZCE02	Limit switch ZCE02	
84	20100038	napojni kablovi prek. ZCMC21L2	Power supplt switch cable ZCMC21L2	
85	10191058	Baterija 3V Lithium	BATTERY CR6-L 3V Lithium	
86	10286649	Nokti konvejera	Finger f.convey.chain 148x203 S=13,5	
87	10524125	Tanjirasta opruga		
88	10621876.	Čarapa za vetar	wind sock	
89	10030384	LOPATICE ANEMOMETRA		
90	10117155	Zaštitna navlaka spoljnih komandi na stubićima žičare	PROT.COVER F.REM.CONTROL SUPP. WITH CORD	
91	10036444	Osigurač stakleni 100mA 20x5	Fuse	
92	10082482	Kaiš		
93	10319011	Kaiš		
94	10450042	Točkovi kopče		
95	10450045	Točkovi kopče		
96	10450043	Točkovi kopče		
97	11003323	Jezičak kopče		
98	10894128	Amortizer		
99	10441667		plastic friction plate	
100	10622234	Točak komplet		
101	11018965	Kvačilo	Bremskuplung	
102	10043700	Umetak graničnog prekidača		
103	10436347	Senzor temperature redukora		
104	10437016	Grejač rashladne tečnosti nužnog pogona		
105	10021066	Ekscentar	flyweight	
106	10159733	Čaura kopče	Bushing for grip	
107	10605529	Hidraulično crevo	Hydraulic hose, for operating brake, L= cca 1.2 m	
108	10593193	Punjač akumulatora	Bateri charger	
109	10755996		Gfci protector	
110	10378573	Motorno zaštitni prekidač	Protect motor switch	

111	10400071	Motorno zaštitni prekidač	Protect motor switch	
112	10352756	MCR-RTD konvertor	MCR-RTD-Converter	
113	10541372	MCR ulazno/izlazni modul	MCR-IN/OUTPUT MODULE	
114	10107120		Enlargement unit	
115	10101949	Ulazni modul	Input module	
116	10101951	Izlazni modul	Output module	
117	10101953	Ulazno-izlazni modul	in-out module	
118	10859240	LCD ekran	Lcd screen	
119	10773991		Compact safety control	
120	10299843		Level converter	

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

- 1) The requirement of Art. 75, paragraph 1, item 1) of the Law - **Proof:** Extract from the Register of the Business Registers Agency or a certificate from the registrar of the Commercial Court:

2) The requirement of Art. 75, paragraph 1, item 2) of the Law - **Proof: Legal entities:**

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

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

The evidence must be issued after the publication of calls for tender;

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

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

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

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

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

The bidder can deliver the above evidence on fulfillment of conditions in the form of uncertified copies, and the contracting authority may, before the decision to award the contract, request the bidder whose tender was on the basis of the public procurement report evaluated as the best, to submit to the original or certified copy of all or certain evidences.

If a bidder in the set, appropriate term which shall not be less than five days, does not submit the original or a certified copy of the requested evidence, the contracting authority shall reject its bid as unacceptable.

Evidence that are publicly available on the Internet -

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

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

If the evidence on fulfillment of conditions is an electronic document, the bidder should submit a copy of an electronic document in writing, in accordance with the law governing electronic documents, unless it submits an electronic bid when the evidence is submitted in the original electronic format.

If the country in which the bidder is headquartered does not issue the requested evidence, the bidder may, instead of the evidence, attach a written statement, made under penalty of perjury obligation and certified before a judicial or administrative authority, notary or other competent authority of that State.

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

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

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

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

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 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 installation, with training, and replacement of defective parts with supervision on chairlifts Doppelmayr, at Kopaonik and Stara planina ski resorts, **PP No. 92/15 – 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 – **25.02.2016, by 12 p.m., local time. The bid opening procedure and the negotiation procedure shall be on the same day, 25.02.2016, 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)
- Proofs 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 – Servicing chairlifts Doppelmayr, at Kopaonik and Stara planina ski resorts , PP No. 92/15 – DO NOT OPEN" or

"Supplements to the public procurement – Servicing chairlifts Doppelmayr, at Kopaonik and Stara planina ski resorts, PP No. 92/15 – DO NOT OPEN" or

"Cancellation of the public procurement – Servicing chairlifts Doppelmayr, at Kopaonik and Stara planina ski resorts, PP No. 92/15 – DO NOT OPEN" or

"Amendments and supplements to the public procurement – Servicing chairlifts Doppelmayr, at Kopaonik and Stara planina ski resorts, PP No. 92/15 – 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

The deadline for payment is 10 days from the date of complete performed service and submitted invoices for performed service, with the specification of the services, replaced parts and completed training, 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

The bidder is obliged to respond to the invitation of the Purchaser and within 30 days of receipt of the invitation to come to the ski center and start the execution of a service.

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.

11. DATA ON THE STATE AUTHORITY OR ORGANIZATION, OR THE BODY OR SERVICE OF THE TERRITORIAL AUTONOMY, OR LOCAL SELF-GOVERNMENT WHERE THE BIDDERS CAN OBTAIN IN A TIMELY MANNER ACCURATE INFORMATION REGARDING THE TAX-RELATED LIABILITIES, ENVIRONMENTAL PROTECTION, EMPLOYMENT PROTECTION, WORKING CONDITIONS, ETC, WHICH APPLY TO THE EXECUTION OF THE PUBLIC PROCUREMENT CONTRACT

The data on the tax related liabilities may be obtained from the Tax Administration, Ministry of Finance and Economy.

The data on environmental protection may be obtained from the Environmental Protection Agency and the Ministry of Energy, Development and Environmental Protection.

Information regarding employment protection and working conditions may be obtained at the Ministry of Labour, Employment and Social Policy.

For a foreign bidder, in accordance with the regulations of his domicile state.

12. 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.

13. 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.

14. 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@skijalistarsrbije.rs or via fax number 011/311-90-30 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. 92/15**."

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.

15. 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.

16. 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.

17. 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 selection of the most advantageous bidder is done by applying the criteria of “**the lowest bid price**”.

18. 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.

19. 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).

20. 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.

21. THE MANNER AND DEADLINE FOR SUBMITTING THE REQUEST FOR THE PROTECTION OF THE RIGHTS OF THE BIDDERS

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

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

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

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

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

After the decision to award the contract, a decision on the conclusion of a framework agreement, a decision on the recognition of qualifications and the decision to discontinue the proceedings, the time limit for filing a request for protection of rights is ten days from the date of publication of the decision on the Public Procurement Portal, and five days in the procurement of small values and the decision to award a contract based on a framework agreement in accordance with Article 40 of the Law.

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

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

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

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

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

The request for protection of rights must contain:

- 1) The name and address of the applicant and contact person;
- 2) The name and address of the Client;
- 3) Data on public procurement which is the subject of the request or of the Client's decision;
- 4) Violation of the regulations governing public procurement procedure;
- 5) The facts and evidence to prove the violation;
- 6) Proof of payment of the fee referred to in Article 156 of this Law;
- 7) The applicant's signature.

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

The applicant for protection of rights is bound to pay to the account of the budget of the Republic of Serbia a fee of 60,000 dinars in the procurement of low value and the negotiated procedure without publication of a call for bids.

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

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

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

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

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

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

- (2) that it constitutes a proof of payment of taxes, which means that the certificate must contain information that the order for payment of fees or transfer order for the fee was realized, as well as the date of execution of the order;
- (3) The amount of fees referred to in Article 156 of PPL whose payments are made;
- (4) Account number: 840-30678845-06;
- (5) Code of payment: 153 or 253;
- (6) The reference number: data on the number or designation of public procurement regarding which the request for protection of rights is filed;
- (7) The purpose of: CPA; name of the Client; number or code of public procurement regarding which the request for protection of rights is filed;
- (8) Beneficiary: Budget of the Republic of Serbia;
- (9) The name of the payee, or the name of the applicant for the protection of rights for which the payment of fees was made;
- (10) The signature of an authorized person from the Bank.

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

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

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

21.DEADLINE FOR THE CONTRACT TO BE SIGNED

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

VIII BID FORM

Bid no. _____ of _____ 2016. for the public procurement – Servicing installation, with training, and replacement of defective parts with supervision on chairlifts Doppelmayr, at Kopaonik and Stara planina ski resorts, PP No. 92/15.

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 installation, with training, and replacement of defective parts with supervision on chairlifts Doppelmayr, at Kopaonik and Stara planina ski resorts, **PP No. 92/15**.

Total price without VAT	The contract is concluded on the financial value of 12.000.000,00 dinars without VAT.
Unit prices for the services that are the subject of public procurement are an integral part of the offer - the form of technical specifications and price structure. The prices of defective parts and servicing will be calculated based on the unit price of the offer, which will be an integral part of the contract.	
Term and method of payment	The deadline for payment is 10 days from the date of complete performed service and submitted invoices for performed service, with the specification of the services, replaced parts and completed training, 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 starting the execution of a service	The bidder is obliged to respond to the invitation of the Purchaser and within 30 days of receipt of the invitation to come to the ski center and start the execution of a service. For emergency interventions, the bidder is obliged to come to the ski center immediately after receiving the invitation of the Purchaser.
Bid validity term:	_____ days (<i>min. 30</i>) 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 installation, with training, and replacement of defective parts with supervision on chairlifts Doppelmayr, at Kopaonik and Stara planina, No. 92/15 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 installation, with training, and replacement of defective parts with supervision on chairlifts Doppelmayr, at Kopaonik and Stara planina, **PP** No. 92/15, 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 OF PROCUREMENT

CONTRACT ON PUBLIC PROCUREMENT FOR

Servicing installation, with training, and replacement of defective parts with supervision on chairlifts Doppelmayr, at Kopaonik and Stara planina

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 Ljevnaić (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. 5600 from 28.12.2015, carried out a negotiated procedure for public procurement of servicing installation, with training, and replacement of defective parts with supervision on chairlifts Doppelmayr, at Kopaonik and Stara planina, number of procurement 92/15;
- that the Supplier submitted its Bid number _____ from _____ 2016, archived with the Purchaser under the number _____ of _____ 2016 (*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 _____ 2016 (*to be completed by the Purchaser*), regarding the contract being awarded to the Supplier for Public Procurement no. 92/15.

Subject of the Contract

Article 1

The subject of this Contract is servicing installation, with training, and replacement of defective parts with supervision on chairlifts Doppelmayr, at Kopaonik and Stara planina, all in accordance with the technical specification of the tender documentation and Supplier's Offer No. _____ from _____ 2016, which was archived with the Purchaser under number _____ from _____ 2016 (*to be completed by the Purchaser*), which is an integral part of this Contract and is attached to it.

Price

Article 2

Unit prices for the services from Article 1 of this Contract are quoted in the Supplier's bid.

The Purchaser shall require executing of the services periodically and successively, in accordance with their needs, without having obligation to service and buy all the parts included in the technical specification.

The value of the Contract herein for services stipulated in Article 1 is amounting to 12.000.000,00 RSD VAT excluded.

The contracted unit prices are unchangeable for all time of this Contract.

Exceptionally, if, while servicing finds that is necessary replacement of some defective parts or servicing that are not in technical specification, the Purchaser shall pay for that service price, in accordance with valid price list of the Suppliers.

Replacing the defective part and servicing from the paragraph 5 of this Article can be done exceptionally, only with the written approval of the Purchaser.

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 10 days from the date of completed service, after receiving the invoice with the list of actual services provided and Report on conducted services.

For the defective parts and servicing under Article 2, paragraph 5, Purchaser will pay for the service provided according to the price of the current price list of the Supplier.

Purchaser will pay in euros, on bank account of the Supplier no.

_____ Bank.

For records of spent funds pursuant to Article 2 of this Agreement, Purchaser will use the middle exchange rate of NBS for the euro, on the date of receiving each invoice.

The deadline

Article 4

The Supplier is obliged to respond to the invitation of the Purchaser and within 30 days of receipt of the invitation to come to the ski center and start the execution of a service. For emergency interventions, the Supplier is obliged to come to the ski center immediately after receipt of the invitation of 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 10 % 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.

Termination of Contract

Article 8

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 9

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 10

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

Article 11

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

FORTHE SUPPLIER

DIRECTOR

FOR THE PURCHASER

ACTING DIRECTOR
Dejan Ljevnaić

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.