

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

TENDER DOCUMENTATION

PUBLIC PROCUREMENT
Original spare parts for snow grooming machine Kässbohrer

NEGOTIATION PROCEDURE WITHOUT AN INVITATION TO BID
PUBLIC PROCUREMENT No. 28/15

Date of announcing at Portal of Public Procurement Office: 01.06.2015.

Date of submitting a bid: 02.07.2015. until 12

June, 2015

Pursuant to Article 36. Paragraph 1. point 2 and of the Law on Public Procurement (RS Official Gazette, No 124/2012), (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 29/2013), Decision on Initiating the Public Procurement Procedure number 2723 and the Decree on the Formation of Public Procurement Committee No 2724 dated 12.05.2015., it was prepared as follows:

TENDER DOCUMENTATION
in the negotiating procedure without an invitation to bid in a public procurement procedure No. 28/15

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.

The Bidder Kässbohrer is the only bidder who, for reasons of technical nature, is able to meet the public procurement obligations, given that this bidder is the manufacturer of the snow grooming machines, which requires original spare parts.

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. 404-02-634/15 dated on 26.03.2015.

3. Subject of the public procurement

Subject of the public procurement no. 28/15 are the goods – Original spare parts for snow grooming machine Kässbohrer

4. Contact (person or office)

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

II DATA ON THE SUBJECT OF THE PUBLIC PROCUREMENT

1. Subject of the public procurement

Subject of the public procurement no. 28/15 are the goods – Original spare parts for snow grooming machine Kässbohrer

Code from the general public procurement glossary:
34300000 – 0 parts and accessories for vehicles and their engines

2. Lots

The subject of this procurement is not divided into lots.

3. The type of framework agreement

There shall be no framework agreement.

III TYPE, TECHNICAL SPECIFICATIONS, QUANTITY AND DESCRIPTION OF GOODS, TERM AND POINT OF DELIVERY OF GOODS

1. Type of goods

Subject of the public procurement no. 28/15 are the goods – Original spare parts for snow grooming machine Kässbohrer

2. Technical characteristics

In conformity with the technical specification requirements from Chapter 4 of the Tender Documentation.

3. Quantity and description of goods

The Purchaser will order from the Supplier the amount and type of original spare parts in accordance with its needs, without obligation to order and buy all the spare parts listed in the technical specification, or form the structure of prices.

4. Term and point of delivery

Original spare parts are delivered within the term specified in the bid form, to Kopaonik ski resort, CIP Kopaonik .

IV TECHNICAL SPECIFICATION (APPENDIX IN EXCEL FORMAT)

1. Appendix for original spare parts – technical specification with price structure form -excel tables , as integral part (Kopaonik, Zlatibor, Stara planina)

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

1. REQUIREMENTS FOR BIDDING IN THE PUBLIC PROCUREMENT FROM ART. 75 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) That the bidder has not been prohibited from performing economic activities by any measure in force at the time of publishing the invitation to bid (Art. 75, Par. 1, Item 3 of the LPP);
 - 4) 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);
 - 5) 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 he is the holder of intellectual property rights (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 **compulsory conditions** by submitting the following evidence:

- 1) Condition from Art 75(1)(1) of the Law - **Evidence:** Excerpt from Business Registers Agency;
- 2) Condition from Art 75(1)(2) of the Law - **Evidence:** Legal persons: 1) Excerpt from Criminal Records, i.e. a certificate from the Magistrate Court for the

territory where the headquarters of the domestic legal entity or the head office or branch offices of foreign legal entities are, confirming that the legal person has not been convicted for offenses against the economy, criminal offenses against the environment, the criminal offense of receiving or offering bribe, the criminal offense of fraud; 2) Excerpt from the criminal records of the Special Department for Organized Crime of the Higher Court in Belgrade, confirming that the legal person has not been convicted for any of the criminal offenses of organized crime; 3) Excerpt from Criminal records, and a certificate from the competent police department of the Ministry of Interior confirming that the legal representative of the bidder has not been convicted for offenses against the economy, criminal offenses against the environment, the criminal offense of receiving or offering bribe, the criminal offense of fraud and any of the criminal offenses of organized crime (the application may be filed relative to the place of birth or the place of residence of the legal representative). If the bidder has more than one legal representative, he shall provide evidence for each of them. Entrepreneurs and private persons: Excerpt from Criminal Records, i.e. a certificate from the competent police department of the Ministry of Interior confirming that he has not been convicted for any of the criminal offenses as a member of an organised crime group, has not been convicted for offenses against the economy, criminal offenses against the environment, the criminal offense of receiving or offering bribe, the criminal offense of fraud (the application may be filed relative to the place of birth or the place of residence).

The evidence must not be older than two months prior to the bid opening;

- 3) Condition from Art 75(1)(3) of the Law - **Evidence:** Legal persons: Certificates from the Commercial Court and the Magistrates Court that he has not been issued with a measure prohibiting him to perform business activities, or a certificate from the Business Registers Agency that this body has no records of him being issued with a measure prohibiting him, as a company, to perform business activities, in force at the time of issuing the invitation for submission of bids; Entrepreneurs: Certificates from the Magistrates Court that he has not been issued with a measure prohibiting him to perform business activities, or a certificate from the Business Registers Agency that this body has no records of him being issued with a measure prohibiting him, as a business entity, to perform business activities, in force at the time of issuing the invitation for submission of bids. Natural persons: Certificates from the Magistrates Court that he has not been issued with a measure prohibiting him to perform certain business activities.

The evidence must be submitted after the invitation for submission of bids has been issued;

- 4) Condition from Art 75(1)(4) of the Law - **Evidence:** Legal persons: Certificate from the Tax Administration of the Ministry of Finance and Economy that he has settled due taxes and contributions and a certificate from a competent authority in the local self-government that he has settled the obligations

related to local public revenues or a confirmation from the Privatization Agency that the bidder is in the process of privatization.

The evidence must not be older than two months prior to the bid opening;

- 5) *Condition from Art. 75(2). - Evidence: Signed and stamped Statement Form (Statement Form is given in Chapter XII).* The Statement shall be signed by the authorised person of the bidder and verified by stamp. **If the bid is submitted by a group of bidders**, the Statement shall be signed by the authorised person of each bidder from a group of bidders and verified by stamp.

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.

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.

Proofs on fulfillment of requirements may be supplied as uncertified copies, and contracting authority may, before decision on awarding contract, demand from the bidder, whose bid was evaluated as most advantageous on the grounds of the report of public procurement committee, to present the original documents or certified copies of all or of only some of proofs.

Where bidder fails to present original or certified copies of requested evidence within the given adequate deadline, which may not be less than five days, contracting authority shall refuse its bid as unacceptable.

Person registered in register of bidders in Republic of Serbia (APR) is not obliged to prove fulfillment of mandatory requirements when submitting a bid.

Contracting authority cannot refuse a bid as unacceptable just because it does not contain evidence defined by this Law or by tender documents, where bidder in its bid inserted website which contains requested data and which is publicly available.

Bidder is not obliged to supply evidence that is publicly available at websites of competent bodies, and to specify such evidence.

Where evidence of fulfillment of requirements is electronic document, bidder has to supply a carbon copy of electronic document, in accordance with the law governing electronic documents, unless bidder submits electronic bid, where evidence is delivered in original electronic format.

Where bidder has registered seat in another state, contracting authority may verify whether documents by which bidder proves fulfillment of requested requirements were issued by competent authorities of that state.

Where bidder could not obtain requested documents within the deadline for submission of bids because, according to the regulations of its state of registration, the documents could not have been issued before the moment of bid submission, and if bidder provides appropriate evidence thereon together with the bid, contracting authority shall allow the bidder to deliver the required documents later, within the subsequently set deadline.

Where state of bidder's registration does not issue evidence under Article 77 of this Law, instead of evidence bidder shall submit its written statement, given subject to criminal and material liability and certified by the court, administrative body, public notary, or another competent body of that state.

Bidder, supplier, shall inform contracting authority, in writing and without delay, of any change concerning fulfillment of requirements for participation in public procurement procedure, which occurs before the decision is made or the contract awarded, during the list of candidates validity period, or during the public procurement contract validity period, and shall document such change in the prescribed manner.

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

The subject of the negotiations shall be the unit prices of the spare parts. 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 for– Original spare parts for snow grooming machine Kässbohrer, PP No. 28/15 – 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 – **02.07.2015, by 12 a.m., local time. The bid opening procedure and the negotiation procedure shall be on the same day, 02.07.2015., commencing at 12.30 a.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)
- Evidences of fulfilment of the conditions for participation in public procurement, prescribed by Art. 75 Paragraph 1 of the LPP;
- Price breakdown with a spare parts list (filled in, stamped and signed)
- 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 – Original spare parts for snow grooming machine Kässbohrer, PP No. 28/15 – DO NOT OPEN" or

"Supplements to the public procurement – Original spare parts for snow grooming machine Kässbohrer, PP No. 28/15 – DO NOT OPEN" or

"Cancellation of the public procurement – Original spare parts

for snow grooming machine Kässbohrer, PP No. 28/15 – DO NOT OPEN" or

"Amendments and supplements to the public procurement – Original spare parts for snow grooming machine Kässbohrer, PP No. 28/15 – 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, Item 6 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 bidder who will sign the contract on behalf of the group of bidders;
- the bidder who will provide the financial security instruments on behalf of the group of bidders;
- the bidder who will issue the invoice;
- the account for the execution of payments;
- 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 term for payment is 10 days from the delivery of spare parts, pursuant to a document supplied by the bidder, in accordance with contract.

Payment is made to the bidder's bank account.

If the bidder seeks advance payment, he is obliged when signing the contract, to deliver to the Procuring Entity, the original bank guarantee for repayment of the advance payment in the amount of the agreed advance payment, including VAT. Submitted bank guarantee must be unconditional and payable on the first call. Submitted bank guarantee may not contain additional conditions for the payment, shorter terms than those set by the procuring entity, a smaller amount than that set by the procuring entity or changed local jurisdiction for the resolution of disputes. The bidder may submit the bank guarantee only if the bank assigned a credit rating which corresponds to at least level 3 credit quality (investment grade). Credit rating assigns rating agency that is on the list of eligible rating agency which is in accordance with the regulations published by the National Bank of Serbia or a similar rating agency that is on the list of registered and certified rating agencies published by the European body securities markets (European Securities and Markets Authorities - ESMA).

9.2. Requirements regarding the guarantee period

The bidder shall state the duration of the guarantee period for the spare parts in the Bid Form.

9.3. Requirements regarding the term

The bidder shall state the term of delivery for the spare parts in the Bid Form. Point of delivery shall be Kopaonik ski resort.

9.4. 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 includes the price for spare parts and the delivery of such spare parts CIP Kopaonik.

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 requires financial securities in this public procurement.

However, if the bidder seeks advance payment he is in obligation when signign the contract to deliver the original bank guarantee for repayment of the advance payment in the amount of the agreed advance payment, including VAT.

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 usica.sikora@skijalistasrbije.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 supply such information and explanations in writing and 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. 28/15.**

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. ADDITIONAL PERFORMANCE SECURITY FOR THE BIDDERS THAT ARE ON THE NEGATIVE REFERENCE LIST

The bidder that is on the negative reference list compiled by the Public Procurement Office, pursuant to Article 83 of the LPP, and who has a negative reference for a subject of the public procurement other than the subject of this public procurement, and in case such bidder is awarded the procurement contract, at the contract conclusion, he shall submit to the Procuring Entity a performance bond with the following clauses: unconditional and payable on first demand. The performance bond shall be issued for the amount of 15% of the total contractual value VAT excluding, valid 30 longer than the performance deadlines. If during the contract term the performance deadlines are extended, the validity of the performance bond must be extended accordingly.

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

The subject of the negotiations shall be unit prices of spare parts.

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.

18. 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**” (the total sum of unit prices).

19. 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

If two or more bids have the same lowest bid price, it will be selected as the best offer the bidder who is in the process of negotiating a better price.

20. 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 **XII** of the tender documentation).

21. 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.

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

A request for protection of rights may be submitted by the bidder, i.e. any stakeholder or by a business association on their behalf.

A request for the protection of rights shall be presented to the Republic Commission, and submitted to the Procuring Entity. The submitter of the request for the protection of rights shall also simultaneously send a copy of the request to the Republic Commission. The request for protection of rights shall be submitted to the Procuring Entity's address PE Ski Resorts of Serbia, Milutina Milankovica 9, 11070 New Belgrade directly or via registered mail. The request for the protection of rights may be submitted during the entire public procurement procedure, against any action of the Procuring Entity, unless otherwise stipulated by the LPP.

The Procuring Entity shall inform all the participants in the public procurement on the submitted request for the protection of rights, i.e. shall publish it, within 2 days from the date of receipt of such request.

If the request for protection of rights challenges the type of procedure, the contents of the invitation for bidding or tender documentation, the request shall be deemed timely if it is received by the Procuring Entity not later than 7 days before the deadline for submitting bids, regardless of the method of delivery. This provision shall not apply if the requesting party or his affiliate did not participate in the procedure.

If a request for protection of rights is submitted which challenges the type of procedure, the contents of the invitation for bidding or the tender documentation, there shall be a halt in the submission procedure.

The request for protection of rights halts further activities in the public procurement procedure until a decision upon the request is made.

Following the decision to award the contract under Art. 108 of the LPP or the decision to suspend the procurement procedure under Art. 109 of the LPP, the deadline for submitting a request for the protection of rights shall be 10 days upon the receipt of the decision for the participants in the process, or 10 days from the date of publication of the decision to award the contract on the Public Procurement Portal for the applicants who did not participate in the negotiation process.

The request for protection of rights may not challenge the actions of the Procuring Entity made in the public procurement procedure if the applicant was aware or could have been aware of the reasons for such submission of the request before the deadline for submission of bids has expired and he failed to submit such request before such deadline has expired.

If the same applicant submits a request for protection of rights once again in the same procedure, such request may not challenge the actions of the Procuring Entity of which the applicant was aware or could have been aware at the time when he submitted the first request.

The submitter of the request for the protection of rights shall pay to the account of the budget of the Republic of Serbia , in accordance with instructions for payment announced on the official web presentation of the Republic Commission for protect bidders rights, www.kjn.gov.rs.

The procedure for the protection of the rights of bidders is regulated by the provisions of Articles 138 – 167 of the LPP.

23. THE DEADLINE FOR THE CONCLUSION OF THE CONTRACT

The public procurement contract shall be concluded with the bidder who was awarded the contract 8 days upon expiry of the deadline for submitting the request for the protection of rights referred to in Article 149 of the Law on Public Procurement.

VIII BID FORM

Bid no. _____ of _____ for the public procurement –
Original spare parts for snow grooming machine Kässbohrer, PP No. 28/15.

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
 – Original spare parts for snow grooming machine Kässbohrer, PP No. 28/15.

Total price VAT excluded	The financial value of the contract amounts to 13.500.000,00 dinars without VAT, based on the unit prices of the offers, which amounts to the sum of _____ EUR .
Term and method of payment (circle the method)	1. Payment within 10 days from the date of delivery of spare parts and submitting invoices for delivered parts. 2 Payment in advance, in the amount of _____%, and the rest upon delivery of spare parts.
Term of delivery:	_____ days from the day of Buyers orderer.
The deadline for the resolution of complaints	_____ days from the day of receipt of written Buyers complaints on the delivered parts.
Guarantee period	_____ months from the day of delivering spare parts.
Point and method of delivery:	CIP Kopaonik ,ski resort
Bid validity term:	_____ days from the day of bid opening procedure.

Date

PoS

Bidder

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, sigh 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 PRICE BREAKDOWN FORM, WITH THE INSTRUCTIONS ON
HOW TO FILL IT IN (price structure)***

With the bid, the bidder shall also submit the spare parts specifications with item prices for each part, as well as the total price for the spare parts, with included all the costs of the public procurement, on the price structure form which is integral part of this documentation (appendix), or in free form.

XI 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 Original spare parts for snow grooming machine Kässbohrer ,No. 28/15 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. The body competent for the protection of competition may ban the bidder, i.e. stakeholder from bidding in the public procurement if it establishes that the bidder, i.e. the stakeholder has violated competition rules in the public procurement procedure in accordance with the law governing competition protection. The ban from participating in a public procurement may last for up to two years. Violation of competition constitutes a negative reference, in accordance with Article 82, Paragraph 1, Item 2 of the LPP.*

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 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 – Original spare parts for snow grooming machine Kässbohrer, No. 28/15, has complied with all the obligations arising from current regulations on safety at work, employment and working conditions, environmental protection, and guarantee that he is the holder of intellectual property rights.

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.

XIII CONTRACT MODEL OF PROCUREMENT ORIGINAL SPARE PARTS, 28/15

Concluded between:

Public Enterprise "Ski Resorts of Serbia", with head office in New Belgrade, Milutina Milankovica 9, represented by the Act. Manager Mr. Dejan Ljevnaic (hereinafter referred to as the Purchaser), tax identification number 104521515

and

Company _____ with head office in _____, adress _____ represented by _____ (hereinafter referred to as the Supplier), TIN _____.

The contracting parties agree on the following:

- That the Purchaser has conducted the negotiation procedure without publishing invitation for tender, for public procurement of original spare parts for snow grooming machine Kässbohrer, number of procurement 28/15, according to the Article 36. Clause 1. Item 2. of the Law on Public Procurement ("Official Gazette of the Republic of Serbia" 124/12) and positive opinion of Public Procurement Office, no. 404-02-634/15 dated on 26.03.2015.;
- That the Supplier has submitted Bid no. _____ dated _____. in negotiation procedure without publishing invitation no. 28/15, registered with the Purchaser under the number // dated //;
- That the Purchaser has made the decision on contract award to the Supplier no. of decision // dated on // for public procurement of original spare parts for snow grooming macnihes Kassbohrer..

Article 1

The subject of the Agreement herein is the purchase of original spare parts for snow grooming machine Kässbohrer (hereinafter: Spare Parts), in accordance with the unit prices quoted in the Supplier's bid no. _____ of _____ 2015, registered with the Purchaser under number // of // 2015. comprising an integral part of the Agreement herein and is an Appendix to the Agreement herein.

Article 2

Unit prices of the Spare Parts are quoted in the Supplier's bid from Article 1 herein.

The Purchaser shall require delivery of the Spare Parts periodically and successively, in accordance with their needs, without having to buy all the Spare Parts included in the Supplier's bid from Article 1 herein.

The value of the Agreement herein for Spare Parts stipulated in Article 1 is amounting to **13.500.000,00 RSD VAT excluded**.

Article 3

The Purchaser agrees to pay for the Spare Parts supplied under Article 1 of the Agreement in accordance with the unit prices from the Supplier's bid no. _____ of _____ 2015, successively, upon the delivery of the Spare Parts, or within 10 days upon receiving the invoice, following the delivery of individual Spare Parts.

Purchaser will pay in euros, on the Supplier's bank account number _____ of _____ Bank.

For evidence of spent funds under Article 2 of this Agreement, the Purchaser shall use the average exchange rate of NBS for Euros, on the delivery date of each invoice.

When invoicing the Spare Parts, on the invoice, the Supplier shall state the reference number of the Agreement under which it was registered with the Purchaser.

If the bidder requires advance payment, Article 3 and Article 3, will be as follows :

Method of Payment

Article 3.

The Purchaser will pay the agreed price referred to in Article 2 of the contract performed in the following way:

_____ % of the contract price, the amount of _____ euros without VAT, as advance, within 10 days of issuing advance invoices and simultaneous submission of bank guarantee for advance payment, with a validity of 30 days beyond of the signing of the Minutes of the delivery of spare parts, which must be unconditional and payable on the first call.

The Purchaser will not pay any amount before receiving the original bank guarantee for repayment of the advance payment.

The remaining amount of _____ euros without VAT, i.e. _____ euros including VAT, the Purchaser will pay to the account of the Supplier, within 10 days from receipt of the account of the Supplier on the basis of the signed minutes of the delivery of spare parts.

Financial security

Article 3 a.

Supplier shall, when concluding this Contract, submit to the Purchaser the original bank guarantee for advance payment, in the amount of the agreed advance payment of VAT, with validity period of at least thirty (30) days after the signing of the Minutes of the delivery of spare parts, which must be unconditional and payable on the first call and in the name of Purchaser, as user.

Article 4

The Supplier shall deliver the Spare Parts successively, at the frequency and amounts specified by the Purchaser, without obligation to buy all spare parts that are listed in the technical specification.

The place of delivery for the Spare Parts is CIP Kopaonik.

The Parties agree that the Supplier shall deliver the Spare Parts within _____ days upon receiving a written order from the Purchaser.

If the Seller does not deliver spare parts from the Article 1. of this Contract within the term determined 4. of this Contract, he is obliged to pay to the Buyer a contract penalty amounting 0.2% of the total contracted price for each day of delay, but maximum 5% of the total contracted price.

Article 5

The Supplier shall deliver the Spare Parts in accordance with applicable quality standards, and in accordance with the relevant technical regulations and standards.

The Spare Parts in Article 1 herein, must be brand new and unused, of current production, without any damage or defect and must fully comply with the technical characteristics specified in the technical documents issued by the original manufacturer.

The Supplier shall issue a warranty for the Spare Parts valid for _____ months.

In the event quality defects are detected in the Spare Parts from Article 1 herein, the Supplier shall have such Parts removed or replaced within 15 days upon receiving the complaint.

Article 6

On each individual supply of goods, the Purchaser shall perform qualitative and quantitative inspection of the Spare Parts.

The quantitative and qualitative inspection of the Spare Parts from Article 1 herein shall be performed by an authorized person of the Purchaser, on handover; all in accordance with the Supplier's shipping documents.

Upon the quantitative and qualitative inspection, the authorized persons of the Purchaser and Supplier shall make a signed and verified Record.

All the costs incurred by subsequent delivery of the inadvertently undelivered parts or by replacement of the parts of unsatisfactory quality are to be borne by the Supplier.

The deadline for resolving complaints is _____ days upon receiving a written claim by the Purchaser.

Article 7

This Agreement shall have legal effect from the date it is signed by the authorized persons of both Parties and shall be concluded for the period of use of financial resources referred to in Article 2, paragraph 3 of this Agreement.

When the Purchaser use the funds allocated for Spare Parts under the Agreement herein, the Agreement shall terminate, and the Purchaser shall inform the Supplier on such termination in writing.

In the event that the portion of the Purchaser performed under this contract in the next financial year, the Purchaser reserves the right to change the financial value of the contract in case of changes in the financial plan of the Purchaser.

In the event of any breach of obligations by either Party, such breach being failure to perform, failure to perform in the manner agreed, or failure to perform within deadlines agreed upon, the other Party is entitled to terminate the agreement because of breach in the manner prescribed by the law governing contractual relations.

Article 8

The agreed applicable law is the law of Republic of Serbia.

All matters not stipulated in the Agreement, shall be governed by the provisions of the Law of Republic of Serbia and regulations governing materials of the Agreement and which were in force in Republic of Serbia on the day the Agreement was concluded.

Article 9

The contractual parties shall endeavor to resolve any disputes by mutual agreement, otherwise, disputes will be resolved by the competent court in Belgrade, Republic of Serbia.

Article 10

The Agreement herein is drawn in Serbian and English languages.

In case of discrepancies between the two versions of the Agreement, the one in Serbian and the one in English, the competent version of the agreement is that drawn in Serbian.

The language of communication between the Parties and for the related correspondence shall be English.

Article 11

The Agreement shall take effect with the day it is signed by all Parties.

Article 12

The Agreement is made in four (4) identical copies, of which each Party withholds two (2) copies.

FOR THE SUPPLIER
Kassbohrer

FOR THE PURCHASER
Acting Manager
Dejan Ljevnaic

NOTE:

This model contract is the contract which will be signed with the selected bidder (with possible corrections in the subject of negotiation), and the Purchaser shall, if the Bidder unreasonably refuses to conclude a public procurement contract, after his contract was awarded, submit proof of negative reference to the Public Procurement Office.

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.