

## TENDER DOCUMENTATION

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

**PUBLIC PROCUREMENT –  
original spare parts for bob sled coaster Wiegand**

**NEGOTIATION PROCEDURE WITHOUT  
AN INVITATION TO BID  
PUBLIC PROCUREMENT No. 67/15**

Date of announcing at Portal of Public Procurement Office: 19.10.2015.

Date of submitting a bid: 04.11.2015. until 12 o'clock

Date of opening bid: 04.11.2015. at 12:30 pm

October, 2015.

Pursuant to Article 36. Paragraph 1. point 2 and of the Law on Public Procurement (RS Official Gazette, No 124/2012, 14/15, 68/15), (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 29/2013), Decision on Initiating the Public Procurement Procedure number 4488 and the Decree on the Formation of Public Procurement Committee No 4489 dated 06.10.2015., it was prepared as follows:

**TENDER DOCUMENTATION**  
**in the negotiating procedure without an invitation to bid in a public procurement**  
**procedure No. 67/15**

The tender documentation includes:

<i>Chapter</i>	<i>Chapter title:</i>	<i>Page</i>
I	Data on the public procurement	3
II	Data on the subject of the public procurement	4
III	Type, technical specifications, quantity and description of goods	5
IV	Technical specifications	6-8
V	Conditions for bidding in the public procurement from Art. 75 and 76 and Instructions how to prove fulfilment of the conditions:	9-10
VI	Contract elements to be negotiated upon and the manner of negotiations	11
VII	Instructions to bidders on how to prepare the bid	12-19
VIII	Bid form	20-23
IX	Price structure form, with the instructions on how to fill it in	24
X	Bid preparation expenses form	25
XI	Form of the Statement on the Independent Bid	26
XII	Statement on Conformity with Art. 75 Par. 2 of the PPL	27
XIII	Contract Model	28-31

## ***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](http://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.

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. 011-00-401/15 dated on 30.09.2015.

### **3. Subject of the public procurement**

Subject of the public procurement no. 67/15 are the goods – original spare parts for bob sled coaster Wiegand.

### **4. Contact (person or office)**

Contact office: Public Procurement Department, 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. 67/15 are the goods – original spare parts for bob sled coaster Wiegand .

Code from the general public procurement glossary:

31700000 electronic, electromechanical and electrotechnical material

34320000 mechanical spare parts, except engines and engine parts.

### **2. Lots**

The subject of this procurement is not divided into lots.

### ***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. 67/15 are the goods – original spare parts for bob sled coaster Wiegand.

#### **2. Technical characteristics**

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

#### **3. Term and point of delivery**

Original spare parts are delivered within the term specified in the bid form, to Kopaonik ski resort, CIP Kopaonik and Ski resort Zlatibor – Tornik.

#### **4. Quantity and description of goods**

The Procuring Entity will be ordering 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.

The contract is concluded on the financial value of 600,000 dinars without VAT, based on the unit prices of the Supplier's offer.

If, during the term of the contract, appears the Procuring Entity's needs some spare parts that are not listed in the technical specifications, the Procuring Entity may obtain these parts in the amount of maximum to 10% of the total contract value, within the financial value of the contract. Payment of such parts will be performed by the unit prices applicable at the Supplier on the date the Procuring Entity submits a written request for the delivery that spare parts.

## IV TECHNICAL SPECIFICATION / price structure form

Position	Description	Item number	Unit price [€]
<b>1. Brake system sled</b>			
1.1	Brake rubber ochre 150mm weight: 0.09 kg / 4.50 kg	Z WN-ZBH-671 EZ-Nr. 6207	
1.2	Brake rubber left black 150mm weight: 0.09 kg / 2.25 kg	Z WN-ZBH-670-1 EZ-Nr. 185	
1.3	Brake rubber right black 150mm weight: 0.09 kg / 2.25 kg	Z WN-ZBH-669-1 EZ-Nr. 186	
1.4	Brake lining weight: 0.29 kg / 14.70 kg	Z WN-ZBH-910 EZ-Nr. 70412	
1.5	Lower aluminium brake block weight: 0.30 kg / 14.80 kg	Z AC-S02-6 EZ-Nr. 6202	
1.6	Plastic block for front axle 20 x 60 x 100 mm for AlpCo front material description: - plastic, colour black weight: 0.10 kg / 2.00 kg	Z WN-ZBH-1 EZ-Nr. 6203	
<b>2. Centrifugal brake system</b>			
2.1	Brake lining for rear centrifugal brake weight: 0.04 kg / 4.40 kg	S 0041 EZ-Nr. 70227	
2.2	Tension spring for centrifugal brake 950rpm nE=950rpm S08 / d = 125 for FKB wheel Ø 125 75 - 80 N nE ca. 950 U/min material description: - spring steel	S 0081 EZ-Nr. 70230	
<b>3. Wheels</b>			
3.1	Toboggan running wheel Ø 125 mm without accessories weight: 0.66 kg / 13.20 kg	Z LR-125-101 EZ-Nr. 4013	
3.2	Front wheel complete for centrifugal brake weight: 0.85 kg / 5.11 kg	Z LR-125-200 EZ-Nr. 70260	
3.3	Jockey wheel complete	Z LR-062-100	

	weight: 0.26 kg / 4.80 kg	EZ-Nr. 6199	
3.4	Rubber tire ring Ø 160 for Alpine Coaster toboggan rear wheel weight: 0.81 kg / 16.20 kg	S 0113 EZ-Nr. 70203	
<b>4. Other sled equipment</b>			
4.1	Foot-guidance left reinforced version weight: 0.44 kg / 2.18 kg	Z AC-ABT-30 EZ-Nr. 70718	
4.2	Foot-guidance right reinforced version weight: 0.44 kg / 2.18 kg	Z AC-ABT-40 EZ-Nr. 70717	
4.3	2-point-belt box (front) weight: 0.51 kg / 2.64 kg	S 00493 EZ-Nr. 6172	
4.4	3-point-belt box (behind) weight: 0.72 kg / 3.58 kg	S 00494 EZ-Nr. 70501	
4.5	Safety lock with belt weight: 0.13 kg / 0.52 kg	Z WN-ZBH-742 EZ-Nr. 70807	
4.6	Nose protector weight: 0.16 kg / 0.32 kg	S 1058 EZ-Nr. 70710	
4.7	brake lever rubber handle standard type without hole weight: 0.09 kg / 1.80 kg	Z WN-ZBH- 543-1 EZ-Nr. 75	
4.8	buffer for Twin-Bob and AlpC Toboggan front and back side material description: - synthetic material weight: 2.20 kg / 4.40 kg	A 0877 EZ-Nr. 70709	
4.9	Rear buffer version: 2012 weight: 2.30 kg / 4.60 kg	A 08710 EZ-Nr. 70712	
4.10	brake bar weight: 1.92 kg / 3.84 kg	Z AC-EMB-050 EZ-Nr. 70312	
4.11	net cover for back rest AlpC weight: 0.19 kg / 0.38 kg	Z AC-L04-6 EZ-Nr. 70707	
<b>5. Other track equipment</b>			
5.1	Friction band weight: 0.12 kg / 0.24 kg	Z BB-FRS-006 EZ-Nr. 1234	
5.2	Adhesive IKR for friction liner, 150 ml	86080302 EZ-Nr.	

5.3	Blind rivet DIN 7337 Al/St 4 x 16 mm Form A material description: aluminium/steel weight: 0.00 kg / 0.02 kg	D 0298 EZ-Nr. 711	
5.4	Washer weight: 0.00 kg / 0.02 kg	D 0779 EZ-Nr. 6852	
5.5	brake and conveyor belt-fish bone pattern length: 25.200 x 60 mm weight: 9.60 kg / 19.20 kg	54060256 EZ-Nr. 1495	
5.6	rubber lining standard weight: 0.80 kg / 8.00 kg	S 0160 EZ-Nr. 1328	
5.7	rubber liner for drive and return sheave for towing lift system, 4.700 mm (big) weight: 5.25 kg / 10.50 kg	S 01611 EZ-Nr. 0	
5.8	Wiedox-Antislip-Paint AY 237 N59237 grey RAL 7012 10 litre- bucket weight: 16.40 kg / 32.80 kg	84097012 EZ-Nr.	

Date:

PoS

Bidder's signature



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

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

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

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

Bidders shall prove **compliance with the requirements** for bidding in the public procurement No. 67/15 by submitting a statement in which he states under penalty of perjury that he complies with the requirements, which is a comprising part of the documentation herein.

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

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(Bidder's name)

is making the following:

### **STATEMENT**

#### **ON COMPLIANCE WITH THE REQUIREMENTS FOR BIDDING IN THE PUBLIC PROCUREMENT 67/15**

Under penalty of perjury we hereby confirm that we comply with all the compulsory requirements for bidding in a public procurement of original spare parts for the bob sled coaster Wiegand, as stated in the tender documentation, chapter 5, part 1.1. as follows:

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

Date:

PoS

Bidder's signature

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

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

The subject of the negotiations shall be unit prices.

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 bob sled coaster Wiegand , **PP No. 67/15 – 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 – **04.11.2015, by 12 a.m., local time. The bid opening procedure and the negotiation procedure shall be on the same day, 04.11.2015, 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)
- Form for the Statement on compliance with the requirements for bidding in the public procurement (filled in, stamped and signed)
- Price breakdown with a spare parts list (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 – original spare parts for original spare parts for bob sled coaster Wiegand , PP No. 67/15 – DO NOT OPEN" or

"Supplements to the public procurement –original spare parts for bob sled coaster Wiegand, PP No. 67/15 – DO NOT OPEN" or

"Cancellation of the public procurement – original spare parts for bob sled coaster Wiegand, PP No. 67/15 – DO NOT OPEN" or

"Amendments and supplements to the public procurement – original spare parts for bob sled coaster Wiegand, PP No. 67/15 – 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 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.

#### **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. Guarantee period may not be shorter than 24 months.

In case that Bidder offers shorter guarantee period, his bid will be rejected as incorrect.

#### **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 CIP Kopaonik and Zlatibor/ Tornik ski resorts.

**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 all costs, including delivery of spare parts at parity CIP Kopaonik and Zlatibor.

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](mailto: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. 67/15**."

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 the total bid price.

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



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

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

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

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

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

#### **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**

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 give better price.

#### **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 **XII** 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, the applicant, candidate or interested party who has an interest in the award of the contract or a framework agreement in the present procurement procedure and who has suffered or could suffer damage due to the conduct of the Client contrary to the provisions of this Law.

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

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

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

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

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

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

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

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

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

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

The request for protection of rights must contain:

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

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

The applicant for protection of rights is bound to pay to the account of the budget of the Republic of Serbia a fee of 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 Client will submit the public procurement contract to the bidder which was awarded the contract within 8 days since the expiry of the deadline for filing a request for protection of rights.

## VIII BID FORM

Bid no. \_\_\_\_\_ of \_\_\_\_\_ for the public procurement – original spare parts for bob sled coaster Wiegand , PP No. 67/15.

### 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:

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

*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 bob sled coaster Wiegand , PP No. 67/15.

The sum of unit prices	The contract will be award on the financial value of <b>600.000 dinars without VAT</b> , according to unit prices from this bid. Note – the sum of unit prices is not the sum of the financial value of the contract.
Term and method of payment	Payment within 10 days from the date of delivery of spare parts and submitting invoices for delivered parts.  All the costs and transport costs are included in price.
Term of delivery:	_____ days from the day of receipt of written request of Buyer.
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 and CIP Zlatibor (Tornik),ski resort
Bid validity term:	_____ days ( <i>min. 30</i> ) 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, 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 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, with included all the costs of the public procurement, on the price structure form which is integral part of this documentation, 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 the bob sled coaster Wiegand, No. 67/15 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.***

**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 bob sled coaster Wiegand, No. 67/15, 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.*

### ***XIII CONTRACT MODEL OF PROCUREMENT, 67/15***

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 \_\_\_\_\_, address \_\_\_\_\_ 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 bob sled coaster Wiegand, number of procurement 67/15, according to the Article 36. Clause 1. Item 2. of the Law on Public Procurement ("Official Gazette of the Republic of Serbia" 124/12, 14/15, 68/15) and positive opinion of Public Procurement Office, no. 011-00-401/15 dated on 30.09.2015.;
- That the Supplier has submitted Bid no. \_\_\_\_\_ dated \_\_\_\_\_. in negotiation procedure without publishing invitation no. 67/15, 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 bob sled coaster Wiegand.

#### **Article 1.**

The subject of the Agreement herein is the purchase of original spare parts for bob sled coaster Wiegand (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 **600.000,00 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, during the term of this Agreement, appears the Purchaser needs for some spare parts that are not listed in the technical specifications, The Purchaser may obtain these parts in the amount of maximum 10% of the total contract value, but within the financial value of the contract. Payment of such parts will be performed by the unit prices applicable at the Supplier on the date the The Purchaser submits a written request for the delivery that spare parts.

### 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 and Zlatibor.

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.

### Article 5

The Supplier shall deliver the Spare Parts in accordance with applicable quality standards, an 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 \_\_\_\_\_ 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.

#### **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

FOR THE PURCHASER  
Acting Manager  
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), 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.