

## TENDER DOCUMENTATION

### **PUBLIC PROCUREMENT** **Original spare parts for snow grooming machines Kässbohrer**

### **NEGOTIATION PROCEDURE WITHOUT AN INVITATION TO BID** **PUBLIC PROCUREMENT No. 79/17**

Date of announcing at Portal of Public Procurement Office: 11.01.2018.  
Date of submitting a bid: 25.01.2018. until 12  
Bid opening procedure: 25.01.2018. 12:30

January, 2018

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 86/15), Decision on Initiating the Public Procurement Procedure number 3950 dated on 27.12.2017. and the Decree on the Formation of Public Procurement Committee No 3950/1 dated 27.12.2017., it was prepared as follows:

**TENDER DOCUMENTATION**  
**in the negotiating procedure without an invitation to bid in a public procurement**  
**procedure No. 79/17**

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](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.

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. 404-02-4067/17 dated on 27.11.2017.

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

Subject of the public procurement no. 79/17 are the goods – Original spare parts for snow grooming machines Kässbohrer

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

Contact office: Public Procurement Department, [marina.aksentijevic@skijalistasrbije.rs](mailto:marina.aksentijevic@skijalistasrbije.rs)

## ***II DATA ON THE SUBJECT OF THE PUBLIC PROCUREMENT***

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

Subject of the public procurement no. 79/17 are the goods – Original spare parts for snow grooming machines 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.

### ***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. 79/17 are the goods – Original spare parts for snow grooming machines Kässbohrer.

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

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

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

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

#### **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 WITH PRICE STRUCTURE FORM

The bidder is obliged to fill in the table of unit prices or to provide a list of required spare parts with unit prices, in free form.

позиција	Шифра	КОПАОНИК	Број захтева:	17/17		Датум:		
			СПЕЦИЈАЛНА МЕХАНИЗАЦИЈА	Пролеће-Лето- Јесен	Зима	х		
Редни број	За потребе	Каталошки број	НАЗИВ	NAME	јединица мере	Потребна количина	Јед.цена	Вредност
1	PВ-600	8.216.785.505.0	УМЕТАК ФИЛТЕРА ХИДРАУЛИКЕ	FILTER CARTRIDGE	ком.	2,00		
2	PВ-600	4.831.119.137.0	СПОЉНА ГУМА	TYRE	ком.	4,00		
3	PВ-600	4.768.037.000.0	ГЛАВНИ РЕМЕНИ ПРЕНОСНИК	FLAT BELT	ком.	1,00		
4	PВ-600	8.312.097.004.0	РОЛЕР ГЛАВНОГ РЕМЕНА	DEFLECTION PULLEY	ком.	1,00		

5	PB-600	8.312.097.098.0	ЗАТЕЗАЧ ГЛАВНОГ РЕМЕНА	BELT TIGHTENER	kom.	1,00		
6	PB-600	4.768.034.000.0	РЕМЕНИ ПРЕНОСНИК	V.BELT	kom.	1,00		
7	PB-600	8.357.000.044.0	ЗАТЕЗАЧ РЕМЕНА	BELT TIGHTENER	kom.	1,00		
8	PB-600	8.357.041.069.0 (8.357.000.045.0)	РОЛЕР РЕМЕНА	DEFLECTION PULLEY	kom.	1,00		
9	PB-600	8.312.097.018.0	ФИЛТЕР УЉА У МОТОРУ	FILTER ELEMENT	kom.	2,00		
10	PB-600	8.312.097.018.0 (A4570900051)	ФИЛТЕР ГОРИВА	FILTER ELEMENT	kom.	2,00		
11	PB-600	8.312.088.099.0	ФИЛТЕР ГОРИВА У РУЧНОЈ ПУМПИ	FILTER ELEMENT	kom.	1,00		
12	PB-600	8.319.175.202.0	ФИЛТЕР ВАЗДУХА	AIR FILTER ELEMENT	kom.	5,00		
13	PB-600	4.754.154.000.0	ЗАПТИВНА ГУМА	O-TYPE RING	kom.	20,00		
14	PB-600	4.754.155.000.0	СЕМЕРИНГ	SEAL RING	kom.	20,00		
15	PB-600	4.753.674.000.0	СЕМЕРИНГ	SEAL RING	kom.	20,00		
16	PB-600	8.312.999.635.0	ФИЛТЕР	FILTER CARTRIDGE	kom.	1,00		
17	PB-600	8.312.129.010.0	ФИЛТЕР	FILTER ELEMENT	kom.	1,00		

18	PB-600	8.771.815.000.0	ЗАДЊЕ ЛЕВО БОЧНО СТАКЛО	REAR LEFT	kom.	1,00		
19	PB-600	825.35.80.200.22.0		COMPENSATING TANK	kom.	1,00		
20	PB-600	826.29.00.570.56.0	BESKRAJNA ТРАКА	TRACK BELT	kom.	1,00		
21	PB-600	826.29.27.570.57.0	PALETA KOMPLET	TRACK CLEAT	kom.	5,00		
22	PB-600	826.29.00.650.24.0	SPOJNICA	TRACK LACING	kom.	2,00		
23	PB-600	826.29.00.650.25.0	SPOJNICA	TRACK LACING	kom.	2,00		
24	PB-600	826.29.00.610.24.0	SPOJNICA	TRACK LACING	kom.	2,00		
25	PB-600	826.25.08.430.57.0	PLASTIKA POGONSKOG ТОЧКА	DRIVE SPROCKET	kom.	1,00		
позиција	Шифра	<b>СТАРА ПЛАНИНА</b>		Број захтева:	<b>17/17</b>			
				<b>СПЕЦИЈАЛНА МЕХАНИЗАЦИЈА</b>	<b>Пролеће-Лето-Јесен</b>			
					<b>Зима</b>			



Редни број	За потребе	Каталошки број	НАЗИВ	NAME	јединица мере	Потребна количина		
1	PB-300Kandahar	4.381.119.137.0	Guma spoljna	Tyre	kom	6		
2	PB-300Kandahar	819.63.00.224.30.0	Guma freze leva	Side finisher left	kom	2		
3	PB-300Kandahar	819.63.00.234.30.0	Guma freze desna	Side finisher right	kom	2		
4	PB-300Kandahar	825.29.30.170.22.0	Gumena traka	track belt	kom	1		
5	PB-300Kandahar	825.29.30.190.22.0	Gumena traka	Rubber Tape	kom	1		
6	PB-300Kandahar	825.29.30.160.22.0	Gumena traka	Rubber Tape	kom	2		
7	PB-300Kandahar	8.026.183.243.0	zadnji kontrolni blok	Mounting Plate	kom	1		
8	PB-300Kandahar	8.025.000.843.0	Zaptivke ventila	Gasket Set	kom	6		
9	PB-300Kandahar	8.026.034.185.0	Zaptivke ventila	Gasket Set	kom	3		

**ЗЛАТИБОР**

Редни број	За потребе	Каталожки број	НАЗИВ	NAME	Јединица мере	Потребна количина		
1	<b>PB-280D</b>	814-67.10.100-13C	Retrovizor	Outer driv mirror	kom	2,00		
2	<b>PB-280D</b>	3.412.028.700E	Zadnje staklo	Rear window-glass heated	kom	1,00		

Date:

PoS

Bidder's signature

## **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 body, i.e. inscribed in the proper register (*Article 75, paragraph 1, item 1) of the Law*);
2. The bidder and their legal representative must not be convicted of any criminal act as a member of an organized criminal group, as well as any criminal act against commerce, environment, act of receiving or offering bribe, fraud (*Article 75, paragraph 1, item 2) of the Law*);
3. The bidder shall pay all the due taxes, contributions and other public levies in accordance with the regulations of the Republic of Serbia or a foreign country if they have a registered seat on its territory (*Article 75, paragraph 1, item 4) of the Law*);
4. In the composition of their bid the bidder shall explicitly state that they have observed all obligations regarding any valid regulations on occupational safety, employment and work conditions, environmental protection, and they shall state that they are not banned from performing the activity effective at the moment of bid submission (*Article 75, paragraph 2 Of the Law*).

**4.1.** 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.

**4.2.** 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. 79/17 by submitting a **statement** in which he states under penalty of perjury that he complies with the requirements, which is a comprising part of the documentation herein.

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

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(Bidder's name)

is making the following:

### STATEMENT

#### ON COMPLIANCE WITH THE REQUIREMENTS FOR BIDDING IN THE PUBLIC PROCUREMENT 79/17

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 snow grooming machines Kässbohrer**, as stated in the tender documentation, as follows:

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

Date:

PoS

Bidder's signature

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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 the 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 and/or in the English language.

The tender document is made on Serbian and English language.

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

### ***2. THE MANNER IN WHICH THE BID MUST BE MADE***

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

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

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

The bid shall be submitted to the following address: PE "SKI RESORTS OF SERBIA", Milutina Milankovica 9, 11 070 New Belgrade, with the following note: "**A bid in a public procurement** procedure for– Original spare parts for snow grooming machines Kässbohrer , **PP No. 79/17 – DO NOT OPEN**". The bid shall be deemed timely if it has been received by the Procuring Entity before the deadline for submitting bids has **expired 25.01.2018., by 12 a.m., local time. The bid opening procedure and the negotiation procedure shall be on the same day, 25.01.2018., commencing at 12.30 p.m.**

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

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

A bid must comprise the following:

- Bid form (filled in, stamped and signed)
- 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 machines Kässbohrer, PP No. 79/17 – DO NOT OPEN" or

"Supplements to the public procurement – Original spare parts for snow grooming machines Kässbohrer, PP No. 79/17 – DO NOT OPEN" or

"Cancellation of the public procurement – Original spare parts for snow grooming machines Kässbohrer PP No. 79/17 – DO NOT OPEN" or

"Amendments and supplements to the public procurement – Original spare parts for snow grooming machines Kässbohrer, PP No. 79/17 – DO NOT OPEN" .

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

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

#### **6. PARTICIPATION IN A JOINT BID OR AS A SUBCONTRACTOR**

A bidder may submit one bid only.

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

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

#### **7. BIDS WITH A SUBCONTRACTOR**

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

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

If the Procuring Entity and the bidder who is bidding with a subcontractor conclude the contract on public procurement, the subcontractor shall be indicated in the public procurement contract. The bidder shall submit evidence for the subcontractors on compliance with the requirements stated in Chapter V of the tender documentation, in accordance with the Instructions on how to prove compliance with the requirements.

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

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

### **8. A JOINT BID**

Bid may submit a group of bidders.

If a bid submits a group of bidders, an integral part of joint bid must be an agreement by which bidders from a group, to each other, and to ordering party, commit on the execution of public procurement, which contains information from Article 81, Paragraph 4 of the Law, and information about:

- 1) a group member, who will be the main contractor, that is, who will submit a bid and who will represent a group of bidders before ordering party,
- 2) job description of each bidder from a group of bidders in the execution of a contract.

Group of bidders is obliged to submit all evidence of compliance with the conditions set out in Chapter V of the tender documentation, in accordance with the instructions on how to prove fulfillment of conditions.

Bidders from a group shall have unlimited liability to the ordering party.

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

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

The deadline for payment 30 days from the date of delivery of spare parts, pursuant to a document supplied by the bidder, in accordance with contract.

If the bidder asks for an advance payment, he is obliged, when concluding a contract, to deliver to the Purchaser the original bank guarantee for the repayment of advance payment, in the amount of the agreed advance payment, with the VAT.

Bank guarantee must be unconditional and payable on the first call, in favor of the Purchaser.

#### **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. CURRENCY AND A WAY IN WHICH A PRICE IN A BID MUST BE EXPRESSED AND OFFERED**



Price must be expressed in dinars. Procuring Entity allows bidder to express offered price in euros (for conversion into dinars medium exchange rate of NBS will be used, on the day when opening of bids is initiated), with and without value added tax, with all costs included, that the bidder has in the realization of the subject procurement, provided that for the evaluation of a bid price without value added tax will be taken into account.

Price includes all costs that bidder has in the realization of the subject of public procurement. Prices can be changed during realization of the contract, once annually, in accordance with annual alignment of Suppliers pricing list.

***11. INFORMATION ON TYPE, CONTENT, METHOD OF INVITATION TO PROCUREMENT, AMOUNT AND DEADLINES OF SECURING THE FULFILLMENT OF OBLIGATIONS OF A BIDDER***

Purchaser does not seek financial security funds in this procurement procedure.

***12. DATA CONFIDENTIALITY PROTECTION THAT ORDERING PARTY PLACES AT BIDDER'S DISPOSAL, INCLUDING THEIR SUB-CONTRACTORS***

Procurement in subject, does not contain confidential information that ordering party places at disposal.

***13. ADDITIONAL INFORMATION OR CLARIFICATION REGARDING A BID PREPARATION***

Interested person may, in writing, by mail to the address of ordering party or by e-mail [marina.aksentijevic@skijalistasrbije.rs](mailto:marina.aksentijevic@skijalistasrbije.rs) ask from ordering party, additional information or clarifications in connection with the preparation of the bid, no later than 5 days before the deadline for invitation to bid, and can to point to ordering party on possibly observed deficiencies and irregularities in the tender documentation.

Ordering party shall, within 3 (three) days from the day of the request receipt for additional information or clarifications of the tender documentation, publish an answer on the Public Procurement Portal and on its website.

Additional information and clarifications should be addressed with a note "Request for additional information and clarifications of the tender documentation PP no. 79/17:.

If ordering party changes or amendments tender documentation 8 or fewer days before the deadline for submission of bids, is obliged to extend deadline for submission of bids and public a notice of deadline extension for submission of bids.

Upon the deadline expiry provided for submission of bids, ordering party cannot alter, nor amend tender documentation.

Asking for additional information or clarification in connection with the preparation of the bid, is not allowed by telephone.

Communication in the procurement process is carried out only in the manner specified by Article 20 of the Law.

***14. ADDITIONAL CLARIFICATIONS FROM THE BIDDER AFTER BID OPENING AND ORDERING PARTY CONTROL OR ITS SUB-CONTRACTOR***

After the bid opening, ordering party may, during expert assessment of bids, in writing to request additional explanations from a bidder, that will help him during review, evaluation and comparison of bids, and can control (inspection) bidder, or its sub-contractor (Article 93 of the Law).

If ordering party determines that further clarifications are necessary, or is necessary to control (inspection) a bidder, or its sub-contractor, ordering party shall give appropriate deadline to comply with the invitation of ordering party, that is, to enable ordering party to control a bidder, as well as its sub-contractor.

Ordering party may, with the consent of a bidder to perform the correction of computer errors, observed during consideration of a bid after the opening.

In case of difference between unit and total price, unit price is authoritative.

If a bidder does not agree with the correction of calculation errors, ordering party shall reject its bid as unacceptable.

#### ***15. ELEMENTS OF A CONTRACT WHICH WILL BE DISCUSSED AND A NEGOTIATING METHOD***

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.

#### ***16. TYPE OF CRITERIA FOR AWARDING A CONTRACT, ELEMENTS OF CRITERIA ON WHICH A CONTRACT IS AWARDED, AND METHODOLOGY FOR AWARDING WEIGHTS FOR EACH ELEMENT OF A CRITERIA***

“Lowest offered price”.

#### ***17. ELEMENTS OF THE CRITERIA ON WHICH ORDERING PARTY WILL AWARD A CONTRACT IN A SITUATION WHERE THERE ARE TWO OR MORE BIDS WITH EQUAL NUMBER OF WEIGHT OR THE SAME OFFERED PRICE***

It is not applicable in the subject public procurement procedure.

#### ***18. OBEYING OBLIGATIONS DERIVING FROM CURRENT REGULATIONS***

Bidder is obliged within its offer to deliver statement made under criminal and financial liability, that he respected all obligations arising from current regulations on work safety, employment and working conditions, environmental protection, and to guarantee that holds intellectual property rights. (Statement form, given in chapter XII of the tender documentation).

### ***19. USE OF PATENT AND LIABILITY FOR BREACH OF PROTECTED INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES***

Fee for patent use, as well as responsibility for the breach of protected intellectual property rights of third parties, bears the bidder.

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

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

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

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

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

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

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

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

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

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

Request for protection of rights must contain:

- 1) name and address of applicant and a contact person;
- 2) name and address of ordering party

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

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

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

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

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

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

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

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

## **21. DEADLINE IN WHICH A CONTRACT WILL BE SIGNED**

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

## VIII BID FORM

Bid no. \_\_\_\_\_ of \_\_\_\_\_ for the public procurement – Original spare parts for snow grooming machines Kässbohrer, PP No. 79/17.

### 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 snow grooming machines Kässbohrer, PP No. 79/17.

Total price VAT excluded	Total price is _____ EUR without vat.
Term and method of payment	
Term of delivery:	_____ days upon from the date of signing of the Contract.
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, 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 STRUCTURE FORM, WITH THE INSTRUCTIONS ON HOW TO FILL IT IN***

The price structure form is in Chapter 4 of bidding documents.

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 snow grooming machines Kässbohrer, no. 79/17 independently, without agreement with other bidders or stakeholders.

Date:

PoS

Bidder's signature

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

***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 machines Kässbohrer, No. 79/17, has complied with all the obligations arising from current regulations on safety at work, employment and working conditions, environmental protection, and there is no ban on performing the activity which is in force at the time of submitting the 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 ORIGINAL SPARE PARTS, 79/17***

Concluded between:

**Public Enterprise "Ski Resorts of Serbia"**, with head office in New Belgrade, Milutina Milankovica 9, represented by the Manager Mr. Dejan Cika (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 for snow grooming machines Kässbohrer, number of procurement 79/17, according to the Article 36. Clause 1. Item 2. of the Law on Public Procurement and positive opinion of Public Procurement Office, no. 404-02-4067/17 dated on 27.11.2017.;
- That the Supplier has submitted Bid no. \_\_\_\_\_ dated \_\_\_\_\_ 2018. in negotiation procedure without publishing invitation no. 79/17, 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 machines Kässbohrer.

#### **Subject**

##### **Article 1**

Subject of this Contract is the sale of genuine spare parts for snow grooming machines Kässbohrer, according to the Bid of the Supplier, Quotations No. \_\_\_\_\_ dated \_\_\_\_\_, signed to the Purchaser with the no. \_\_\_\_\_ dated on \_\_\_\_\_, structure list and technical specification, which are the integral part of this Contract and enclosed to it.

#### **Prices**

##### **Article 2**

The Purchaser is obliged to pay to the Supplier the sales price amounting totally \_\_\_\_\_ € without VAT.

Total contracted price includes delivery on parity CIP Kopaonik, ski center Kopaonik. The price is fixed and cannot be changed during validity of this Contract.

#### **Manner of payment**

##### **Article 3.**

The Purchaser shall pay the contract price, within 30 days from the day of delivery of spare parts from Article 1. of this Contract, based on signed Minutes of the quantitative - qualitative receipt.

The day of delivery of spare parts shall be considered the date of signing of the Minutes of the quantitative - qualitative receipt from Article 6. of this Contract.

**Or**

***If the bidder seeks advance payment, Article 3. shall be as follows:***

**Article 3.**

The Purchase shall pay the agreed price in the following manner:  
\_\_\_\_\_ % of the contract price, ie the amount of \_\_\_\_\_ euro without VAT, on behalf of the advance, within 10 days from the date of delivery of the advance account and delivery of the bank guarantee for repayment of the advance, with a validity period of 30 days longer than signing of the Minutes of Confirmation, which must be unconditional and payable at first call.

The Purchaser shall not pay any amount before receiving the financial security for the refund of the advance payment referred to in Article 3 of the Contract.

The rest of the amount of \_\_\_\_\_ euros without VAT, the Purchase will pay by transferring the funds to the current account of the Supplier, within 10 days from the date of delivery of the invoice by the Supplier, based on the signed Minutes on the handover.

**The deadline and manner of delivery**

**Article 4.**

Delivery term for the spare parts from Article 1 of this Contract is \_\_\_\_ days from the date of signing of this Contract.

Supplier will deliver spare parts from Article 1. of this Contract at parity CIP Kopaonik, with all the necessary customs documents.

The Supplier will inform the Purchaser on shipment of the spare parts from the Article 1. of this Contract, without any delay after receiving the bill of lading, by forwarding copies of customs documents to the Purchaser.

**Contract penalty and liquidated damages**

**Article 5.**

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

If the case that damage occurred on the Purchasers side because of the non-delivery or by gross negligence or poor delivery or delay in delivery, which exceeds the value of the contract penalty, the Purchaser is entitled to demand damage compensation, for recover the damages.

The right of the Purchaser for payment of the contract penalty does not affect the Purchaser right to demand damage compensation.

**Quantitative – qualitative receipt**

**Article 6.**

Quantitative-qualitative receipt of the spare parts from the Article 1. of this Contract is to be conducted by reviewing by the authorized person of the Purchaser during the takeover of the spare parts and according to the shipping documents of the Supplier.

After conducted quantitative-qualitative receipt, the authorized representative of the Purchaser will make the Minutes that he will sign and verify.

During the quantitative-qualitative receipt, representative of the Purchaser is obliged to inspect the delivered spare parts in the usual way and about their possible objections of visible defects immediately inform Supplier.

If after the quantitative-qualitative receipt shows a deficiency that could not detect in the usual examination, representatives of the Purchaser shall be obliged to report the deficiency by written notice to the Supplier, immediately.

In the event that the Supplier knew or should have known about the defects, the Purchaser shall be entitled to invite on these defects although if he has not fulfilled his commitment to review spare parts, and to notify the Supplier of the deficiencies identified.

All subsequent costs of sending undelivered parts or replacement of parts that are inadequate quality, are borne by the Supplier.

The deadline for the resolution of complaints is 7 days from receipt of written Purchasers complaints on the delivered parts.

## **Defects in quality of delivered goods and guarantee period**

### **Article 7.**

Spare parts from the Article 1. of this Contract must be original, completely new and unused, from the current production, without any damages or faults and must completely comply with the characteristics according to the technical documentation of original manufacturer.

Spare parts from Article 1. of this Contract must be in compliance with all applicable quality standards and in accordance with the relevant technical regulations and standards.

The Supplier provides guarantee for the spare parts of \_\_\_\_ months from the day of signing Minutes of quantitative – qualitative receipt of the parts.

In the event that, during the warranty period referred to in paragraph 3. of this Article of the Contract, on one of the spare parts of a fault, the Supplier shall, at its own expense, failure to remove or replace parts within 30 days from receipt of the complaint to the Supplier.

The Supplier is obliged to replace the parts or to remedy the faults within 30 days from the date of the written notice of the Purchaser, if during the operation:

- appears any manufacturing fault as a consequence of poor make or bad quality,
- it is determined that the referred part does not comply completely with the characteristics of the technical documentation of the manufacturer.

## **Applicable law**

### **Article 8.**

As the law applicable to the Contract is law of the Republic of Serbia.

Provisions of the Law on Obligations of Republic Serbia, will be implemented to anything that is not defined by this Contract.

## **Disputes**

### **Article 9.**

Contracting parties agree that they will try to solve all possible disputes by mutual consent.

If it is not possible, competence of the actually competent court in Belgrade is established.

## **Breach of contract**

### **Article 10.**

Any Contracting Party may unilaterally terminate this Contract if the other party fails to meet its contractual obligations set forth in this Contract, in the notice period of thirty (30) days.

## **Concluding provisions**

### **Article 11.**

The Contract comes into force on the day of signing by the Supplier and the Purchaser.

## **Contract language**

### **Article 12.**

This Contract is made in 4 (four) copies in English language and 4 (four) copies in Serbian language, out of which two (2) copies in both languages is for the Supplier, and 2 (two) copies in both languages are for the Purchaser.

Copy of the Contract in Serbian language will be competent in case of discrepancies between the English version and the Serbian version of the Contract in case of disputes that might arise during the interpretation or fulfillment of this Contract.

**FOR THE SUPPLIER**

**FOR THE PURCHASER**  
**DIRECTOR**

Dejan Cika

## **NOTE:**

This model contract represents the contents of the contract to be signed with the selected bidder (with possible changes that are subject to negotiations).

This model contract represents the contents of the contract to be signed with the selected bidder. In case the bidder does not sign the last page of the model contract, the offer will be rejected as unacceptable in terms of the provisions Art. 106 paragraph 1 item 5) of the Law on Public Procurement.