

TENDER DOCUMENTATION

PUBLIC ENTERPRISE
"SKI RESORTS OF SERBIA"
Milutina Milankovića 9
New Belgrade

PUBLIC PROCUREMENT OF SMALL VALUE SERVICING OF ARTIFICIAL SNOW SYSTEM

number of procurement JNMV 63/14

Posted on the Portal on: **March 9, 2015**
Deadline for submission of bids: **March 30, 2015 till noon**
Public bid opening : **March 30, 2015 at 12:30**

March 2015

Based on Art. 39 and 61 of the Law on Public Procurement ("Off. Gazette of RS", no. 124/2012, hereinafter referred to as the Law), Art. 6. of the Rulebook on mandatory elements of tender documentation in public procurement procedures and the manner of proving the eligibility ("Off. Gazette of RS" no. 29/2013), the Decision on public procurement procedure number 5302 and Resolution no. 5303 on forming a Committee dated December 31, 2014, for the Public procurement JNMV 63/14 we prepared:

**TENDER DOCUMENTATION
for the procurement of small value JNMV 63/14**

Tender Documentation includes:

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I GENERAL INFORMATION ON PUBLIC PROCUREMENT

1. Information on Employer

Employer: Public Enterprise "Ski resorts of Serbia"

Address: Milutina Milankovića 9, New Belgrade

Website: www.skijalistasrbije.rs

2. Type of procurement procedure

The respective public procurement is carried out in the procedure for public procurement of small value in accordance with the law and regulations governing public procurement.

3. Subject of public procurement

The subject of public procurement number 63/14 JNMV are services - servicing of the system for artificial snow.

4. Aim of the procedure

The public procurement procedure is carried out in order to conclude the contract for procurement.

5. Note if it is a reserved public procurement

It is not reserved public procurement.

6. Contact (person or department)

The person (or department) for contact: Department for public procurement, 011/222-39-61

II INFORMATION ON THE SUBJECT OF PUBLIC PROCUREMENT

1. Subject of public procurement:

The subject of public procurement number 63/14 JNMV are services - servicing of the system for artificial snow.

2. Name and designation from the general vocabulary of procurement:

50000000 - maintenance and repairs.

3. Lot:

The procurement in subject is not formed in lots.

III TYPE, TECHNICAL CHARACTERISTICS, QUALITY AND DESCRIPTION OF SERVICES, MANNER OF IMPLEMENTATION OF CONTROL AND PROVIDING THE GUARANTEE FOR QUALITY, DEADLINE, LOCATION OF PERFORMANCE, ANY ADDITIONAL SERVICES

3.1 TYPE OF SERVICES:

Servicing of the artificial snow system.

3.2 LOCATION OF PROVIDING SERVICES:

Ski Centre Kopaonik and Stara Planina.

3.3 TECHNICAL SPECIFICATION:

Technical specification of goods which is the subject of this public procurement is given in Chapter 4. of the Tender documentation.

IV TECHNICAL SPECIFICATION

Servicing of the artificial snow system

Serial number	NAZIV	NAME	Quantity
1	Картица напајања SPSEL LAEL0065	SPSEL Power card , LAEL0065	
2	CPU картица жирафе- лансера A9V,A30 LAEL0093	Circuit board SPSEL-CPU for Lance Mod. 02 , LAEL0093	
3	SPSEL-CPU картица са подршком SPSEL10001	SPSEL-CPU cart with support BLUETOOTH, SPSEL 10001	
4	Картица SPSEL - напајање SPSEL101	Cart SPSEL-POWER, SPSEL101	
5	Картица за SPSE-CPU-M16-06 са месинганом плочом SPSEC000	Card for SPSE-CPU-M16-06 with montagebrass cpl. SPSEC000	
6	Ел. Плоча SPSE-напајање за SX 2006 TXX SPSEP001	Circuit board SPSE-Power for SX 2006TXX,SPSEP001	
7	Е плоча е-мотора SPSEXE50	Circuit board E-motor, SPSEXE50	
8	Плоча за хидрант WO SPSEXE6002	Circuit boardbHydrant WO, SPSEXE6002 "	
9	Електронска плоча SPSED са дисплејом SPSED00102	Electronic board SPSED w. Display, SPSED00102	
10	Дисплеј SPSED LCD црни / са исијавањем SPSED200	Display SPSED LCD black/with illumination, SPSED200	
11	Електронска плоча 10 40EL0018	Electronic board IO, 40EL0018	
12	Дисплеј	Display mit platine SPSED komplett	
13	Рад сервисера за електромашинско подешавање (15 сатирада)	The work of the service of electromechanical adjustment (15 hours)	

NOTE:

The price should be formed so as to cover all the expenses that the supplier has in the implementation of the public procurement, including travel and accommodation expenses. Offered prices are fixed and can not be changed.

Service provider is obligated to:

- Engage employees in the execution of the services who need to be trained for specified maintenance and repair services for artificial snow system;
- Engaged workers have all the necessary, appropriate tools and instruments for diagnostics, for performance of the services;
- Own complete equipment for the protection of workers, in compliance with the statutory measures on Safety and Health at Work;
- Provide accommodation and transport for its workers.

V CONDITIONS FOR PARTICIPATION IN THE PROCESS OF PUBLIC PROCUREMENT FROM ART. 75 AND 76 OF THE LAW AND INSTRUCTIONS HOW TO PROVE ELIGIBILITY

1. CONDITIONS FOR PARTICIPATION IN THE PROCESS OF PUBLIC PROCUREMENT FROM ART. 75 AND 76 OF THE LAW

1.1. The right to participate in the procedure of the public procurement has Bidder who complies with the **mandatory requirements** for participation in the public procurement procedure defined in Art. 75 of the Law as follows:

- 1) That it is registered with the competent authority, that is entered in the appropriate register (*Art. 75 para. 1 point 1) of the Law*);
- 2) That it and its legal representative have not been convicted for any of the offenses as a member of an organized criminal group, has not been sentenced for crimes against the economy, crimes against the environment, offense of receiving or giving bribes, crime of fraud (*Art. 75 para. 1 point 2) of the Law*);
- 3) That it has not been imposed prohibition to perform the activity, which was in force at the time of publication of the call for submission of bids (*Art. 75 para. 1 point 3) of the Law*);
- 4) That it has settled due taxes, contributions and other public duties in accordance with the regulations of the Republic of Serbia or the state when its headquarters are in its territory (*Art. 75 para. 1 point 4) of the Law*);
- 5) When preparing the bid, Bidder is obliged to explicitly state that it fulfilled the obligations arising from applicable regulations on safety at work, employment and working conditions, environmental protection, and also to guarantee that it is the holder of intellectual property rights (*Art. 75 para. 2 of the Law*).

1.2. The Bidder who participates in the public procurement procedure must meet **additional requirements** for participation in the procurement process, defined by art. 76 of the Law, namely:

- 1) That the Bidder has a positive operating result in 2011, 2012 and 2013;
- 2) To own the tools needed to perform these works on servicing and diagnostic instruments;
- 3) That in 2011, 2012 and 2013 it provided those or similar services which are the subject of public procurement.

1.3. If the Bidder submits an offer with the Subcontractor, in accordance with Article 80 of the Law, the Subcontractor must meet the mandatory requirements of Article 75, paragraph 1, point 1) to 4) of the Law.

1.4. If the bid is submitted by a group of Bidders, each Bidder in the group of Bidders must meet the mandatory requirements of Article 75, paragraph 1, point 1) to 4) of the Law, and the additional requirements are met jointly.

Additional conditions are met jointly by a group of Bidders, except the conditions under point 1) that must be met by all group members.

2. INSTRUCTIONS ON HOW TO PROVE ELIGIBILITY

Compliance with the **mandatory requirements** for point 1) to 4) for participation in the public procurement procedure, in accordance with Art. 77, paragraph 4 of the Law, the supplier proves with the statement (*Form of Bidder's Statement is given in chapter V Section 3.*) which under full financial and criminal responsibility confirms that it meets the requirements for participation in the procurement procedure under Art. 75 and 76 of the Law, as defined in the Tender documentation.

The statement must be signed by an authorized representative of the Bidder and stamped. If the Statement is signed by the person who is not enrolled in the register as a legal representative, it is necessary to submit the authorization for signature.

Compliance with the **additional requirements** for participation in the public procurement procedure, the Bidder proves by submitting the following evidence:

- 1) Balance sheet and income statement for the year 2011,2012 and 2013;
- 2) Statement on the letterhead of the Bidder (signed and stamped), which under full financial and criminal responsibility confirms that it possesses the tools necessary to perform the tasks of servicing and diagnostic instruments;
- 3) Statement on the letterhead of the Bidder (signed and stamped), which under full financial and criminal responsibility confirms that in 2011, 2012 and 2013 it provided the same or similar services as the subject of public procurement.

If the bid is submitted by a group of Bidders Statement must be signed by an authorized person of each Bidder from a group of Bidders and stamped.

Additional conditions are met jointly by a group of Bidders, except the conditions under item 1) that must be met by all group members.

If a Bidder submits an offer with a Subcontractor, the Bidder must submit a Subcontractor's statement (*Form Subcontractor's statement is given in chapter V Section 3.*) signed by an authorized person of Subcontractor and stamped.

The Employer may, before making the decision to award the contract, ask from the Bidder, whose bid was evaluated as the best, to submit the original or a certified copy of all or some of the evidence for review.

If the Bidder in the given appropriate period of time, which may not be less than 5 days, does not submit for review the original or a certified copy of the evidence requested, the Employer will reject its bid as unacceptable.

The Bidder is not obliged to submit for review evidence that are publicly available on the website of the competent authorities.

The Bidder shall promptly notify the Employer in writing of any changes in connection with filling conditions of the procurement procedure, which occurs till decision, ie. conclusion of the contract, ie. during the term of the contract on public procurement and document it in the prescribed manner.

3. STATEMENT ON ELIGIBILITY FROM

ART. 75 AND 76 OF THE LAW

BIDDER'S STATEMENT ON ELIGIBILITY FROM ART. 75 AND 76 OF THE LAW AND PROCEDURE OF PUBLIC PROCUREMENT OF SMALL VALUE

In accordance with Article 77, paragraph 4 of the Law, under full material and criminal responsibility, as a representative of the Bidder, I give the following

STATEMENT

The Bidder _____ *[Insert name of the Bidder]* in the public procurement process JNMV 63/14 - servicing of the artificial snow system, meets the requirements of Art. 75 and 76 of the Law, ie. the requirements defined in the Tender documentation for the public procurement, as follows:

- 1) The Bidder is registered by the competent authority, ie. entered in the appropriate register;
- 2) The Bidder and its legal representative have not been convicted for any of the offenses as a member of an organized criminal group, have been sentenced for crimes against the economy, crimes against the environment, offense of receiving or giving bribes, crime of fraud;
- 3) The Bidder has not been imposed prohibition of the activity, which was in force at the time of publication of the call for submission of bids;
- 4) The Bidder has paid due taxes, contributions and other public duties in accordance with the regulations of the Republic of Serbia *(or foreign country if its seat is in that territory)*;
- 5) The Bidder fulfilled obligations under the applicable regulations on occupational safety, employment and working conditions, environmental protection and guarantees that it is the holder of intellectual property rights;

Place: _____

Bidder: _____

Date: _____

MP

Note: *If the bid is submitted by a group of Bidders* Statement must be signed by an authorized person of each Bidder from a group of Bidders and stamped.

SUBCONTRACTOR'S STATEMENT ON ELIGIBILITY FROM ART. 75 OF THE LAW IN THE PROCEDURE OF

Tender documentation for public procurement for low value no. JNMV 63/14 | 9/ 27

PUBLIC PROCUREMENT OF SMALL VALUE

In accordance with Article 77, paragraph 4 of the Law, under penalty of perjury, as a representative of the subcontractor, I give the following

STATEMENT

Subcontractor _____ [insert name of the subcontractor] in the public procurement procedure JNMV 63/14 - servicing of the artificial snow system, meets the requirements of Art. 75 of the Law, or the requirements defined in the tender documentation for the public procurement, as follows:

- 1) Subcontractor is registered by the competent authority, that is entered in the appropriate register;
- 2) Subcontractor and its legal representative have not been convicted for any of the offenses as a member of an organized criminal group, have been sentenced for crimes against the economy, crimes against the environment, offense of receiving or giving bribes, crime of fraud;
- 3) Subcontractor has not been imposed prohibition of the activity, which was in force at the time of publication of the call for submission of bids;
- 4) Subcontractor has paid due taxes, contributions and other public duties in accordance with the regulations of the Republic of Serbia (or foreign country if its seat is in that territory);

Place: _____

Bidder: _____

Date: _____

MP

Note: If the bidder submits the bid with a Subcontractor Statement must be signed by an authorized person of the Subcontractor and stamped.

VI INSTRUCTIONS TO BIDDERS ON HOW TO PREPARE BID

1. INFORMATION ABOUT THE LANGUAGE IN WHICH BID MUST BE MADE

The Bidder shall submit its bid in Serbian or in English language.

Tender documentation is made in Serbian and English.

In case of disagreement, the applicable version of Tender documentation is in Serbian language.

2. THE MANNER IN WHICH THE BID MUST BE MADE

The Bidder shall submit the bid directly or through post in a sealed envelope or box, sealed in such a way that during the opening of the bids it can be determined with certainty that it is opened for the first time.

On the back of the envelope or box the name and address of the Bidder should be specified.

In the event that the bid is submitted by a group of Bidders, it is necessary to indicate on the envelope that it is a group of Bidders and list the names and addresses of all participants in a joint bid.

Tender is to be submitted to the following address: PE SKI RESORTS OF SERBIA, Milutina Milankovića 9, 11070 New Belgrade, stating: „**Bid for the public procurement JNMV 63/14 - DO NOT OPEN**”.

The bid is considered timely if received by the Employer prior to **March 30, 2015 till noon.**

Opening of bids is conducted on the same day, on March 30, 2015 beginning at 12:30 in the premises at the Employer’s address.

The Employer shall, upon receipt of a bid, on the envelope or box in which the bid is, mark the time of receipt and record the number and date of the bid in order of arrival. If the bid is submitted directly, the Employer shall give to the Bidder a confirmation of receipt of the bid. In the confirmation of receipt the Employer shall indicate the date and hour of receipt of the bid.

The bid which was not received by the Employer within the time specified for submission of bids, or which is received after the date and hour till which bids can be submitted, shall be considered untimely.

The bid must contain:

- The statement of the fulfillment of the conditions referred to in Article 75 and Article 76 of the Law on Public Procurement, signed by an authorized representative of the Bidder and stamped;
- For the additional requirement under point 1) - Balance sheet and income statement for 2011, 2012 and 2013;
- For the additional requirement under point 2) - Statement on the letterhead of the Bidder (signed and stamped), which under full material and criminal responsibility confirms that it owns the tools necessary to perform the tasks of servicing and diagnostic instruments;
- For the additional requirement under point 3) - Statement on the letterhead of the Bidder (signed and stamped), which under full material and criminal responsibility confirms that in 2011, 2012 and 2013) it provided the same or similar services;
- Bid Form, filled in, signed by the authorized person of the Bidder and stamped;

- Form of price analysis, filled in, signed by the authorized person of the Bidder and stamped;
- Draft of the contract, filled in, signed by the authorized person of the Bidder and stamped;
- Statement of an independent bid of the bidder, signed by an authorized person of the Bidder and stamped;
- In the case of submitting a bid with a subcontractor or joint bid, filled in and signed forms and statements from the Tender documentation for that purpose.

3. LOTS

The procurement in subject is not formed in lots.

4. BIDS WITH VARIANTS

Submission of bids with variants is not allowed.

5. METHOD OF MODIFICATION, AMENDMENT AND WITHDRAWAL OF BID

Within the period for submitting the bid, the Bidder may modify, amend or withdraw its bid in a way that is designated for submission of bids.

The Bidder shall clearly indicate which part of the bid is modified, ie. which documents are subsequently delivered.

Amendment or withdrawal of the bid should be submitted to the following address: PU SKI RESORTS OF SERBIA, Milutina Milankovića 9, 11070 New Belgrade, with a designation: "Modification of bid for public procurement of services - JNMV 63/14 - DO NOT OPEN "or "Amendment of bid for public procurement of services - JNMV 63/14 - DO NOT OPEN "or "Withdrawal of bid for public procurement of services - JNMV 63/14 - DO NOT OPEN "or "Modification and amendment of bid for public procurement of services - JNMV 63/14 - DO NOT OPEN ".

On the back of the envelope or box specify the name and address of the Bidder. In the event that it is the bid submitted by a group of Bidders, it is necessary to indicate that it is a group of Bidders and list the names and addresses of all participants in a joint bid on the envelope . After the deadline for submission of bids, the Bidder may not withdraw or modify its bid.

6. PARTICIPATION IN A JOINT BID OR AS A SUBCONTRACTOR

The Bidder may submit only one bid.

The Bidder who submitted a bid independently may not simultaneously participate in a joint bid or as a Subcontractor, nor the same person may participate in more joint bids.

In the Bid Form (Chapter VII), the Bidder states in which way it submits an offer, ie. whether it submits the bid independently or in a joint bid or submits the bid with a Subcontractor.

7. BID WITH A SUBCONTRACTOR

If the Bidder submits an offer with the subcontractor it is obliged to indicate on Bid Form (Chapter VII) that the bid is submitted with a Subcontractor, the percentage of the total value of procurement that will be entrusted to the Subcontractor, which may not be greater than 50%, as well as a part of the procurement in subject which will be performed through Subcontractor.

The Bidder in the Bid Form cites the name and headquarters of a Subcontractor, if partial execution of procurement will be entrusted to the Subcontractor.

If a public procurement contract has been concluded between the Employer and Bidder who submitted a bid with a Subcontractor, the Subcontractor will also be mentioned in the public procurement contract.

The Bidder has obligation for Subcontractors to submit evidence on eligibility specified in section V of Tender documentation, in accordance with the instructions on how to prove eligibility (Form of statement from chapters V section 3)..

The Bidder entirely answers to the Employer to fulfill the obligations of the public procurement and execution of contractual obligations, regardless of the number of Subcontractors.

The Bidder is obliged to enable to Employer, at its request, access with a subcontractor, in order to determine compliance with the required conditions.

8. JOINT BID

A bid may be submitted by a group of Bidders.

If the bid is submitted by a group of Bidders, an integral part of a joint bid must be an agreement by which the Bidders from group oblige to each other and towards the Employer to perform public procurement, which shall contain the information specified in Article 81, paragraph 4, point 1) to 6) of the Law and information such as:

- Member of the group who will be the main Contractor, ie. submit a bid, and who will represent the Consortium in front of the Employer,
- Bidder who will on behalf of the group of Bidders sign a contract,
- Bidder who will on behalf of the group of Bidders provide collateral,
- Bidder who will issue an invoice,
- Account to which payments will be made,
- Obligations of each Bidder from the group of Bidders for the execution of the Contract.

Group of Bidders is required to submit all the evidence of eligibility specified in section V of Tender documentation, in accordance with the instructions on how to prove eligibility (Form Statement from Chapter V Section 3 .).

Bidders from a group of Bidders shall be jointly and severally liable to the Employer.

The Cooperative society may submit a bid independently, in its own name and for the account of its members or a joint bid on behalf of its members.

If Cooperative society submits a bid in its own name, for the obligations from the public procurement and public procurement contract Cooperative society and its members answer in accordance with the Law.

If Cooperatives society submits a joint bid on behalf of its members, for the obligations of the public procurement and public procurement contract, Cooperative members shall be jointly and severally liable.

9. METHOD AND TERMS OF PAYMENT, DEADLINE FOR PERFORMANCE, WARRANTY PERIOD AND OTHER CIRCUMSTANCES ON WHICH ACCEPTABILITY OF BID DEPENDS

9.1. Requirement in respect of the period for performance of services

Period of performance of services (*not longer than 30 days*) is calculated from the date of introduction in the job by the User of services.

Location of performance is ski resort Kopaonik and Stara Planina.

9.2 Requirement regarding the deadline for complaint

The deadline for complaints (*not longer than 7 days*) is calculated from the receipt of a written complaint by the User of services.

9.3 . Requirements regarding the manner, deadline and terms of payment

The deadline for payment (*not less than 15 days and not longer than 45 days*) is calculated from the day of service performance. Payment is made into the account of the Bidder.

9.4. Requirements regarding the warranty period

The warranty period for the services is stated in the tender form (*not less than 12 months*) and is calculated from the date of signing of the Minutes of the completed service.

9.5 Requirement regarding the period of bid validity

The validity period may not be less than 30 days from the date of bid opening.

In the case of the expiration of the bid validity, the Employer is obliged to send a written request to Bidders for extension of the bid validity.

The bidder who accepts the request for the extension of bid validity may modify the bid.

10. CURRENCY AND MANNER IN WHICH BID PRICE MUST BE LISTED AND EXPRESSED

The price in a public procurement procedure will be shown in dinars, with and without value added tax.

The price must include all expenses that the Bidder has in the implementation of the public procurement, including travel and accommodation expenses, provided that in the evaluation of bid the total bid price of the tender without value added tax will be taken into account .

Offered prices are fixed during the Contract execution and can not be changed.

If the bid expressed abnormally low price, the Employer shall act in accordance with Article 92 of the Law.

11. DATA ON STATE BODY OR ORGANIZATION, IE. BODY OR DEPARTMENT OF TERRITORIAL AUTONOMY OR LOCAL GOVERNMENT WHERE TIMELY SPECIFIC INFORMATION ON TAX LIABILITIES, ENVIRONMENTAL PROTECTION, EMPLOYMENT PROTECTION, WORKING CONDITIONS AND SIMILAR CAN BE OBTAINED, AND WHICH ARE RELATED TO THE EXECUTION OF CONTRACT ON PUBLIC PROCUREMENT

Information on tax liabilities may be obtained at the Tax Administration, the Ministry of Finance and Economy.

Information on environmental protection can be obtained from the Agency for Environmental protection and in the Ministry of Energy, Development and Environmental Protection.

Information on employment protection and working conditions can be obtained from the Ministry of Labour, Employment and Social Policy.

For foreign Bidder, in accordance with the regulations of the country in which the headquarters of the Bidder are.

12. INFORMATION ABOUT TYPE, CONTENT, MANNER OF SUBMISSION, LEVEL AND TIME LIMITS FOR SECURING THE FULFILLMENT OF OBLIGATIONS OF THE BIDDER

In related procurement above mentioned is not required.

13. PROTECTION OF THE CONFIDENTIALITY OF INFORMATION THAT EMPLOYER MAKES AVAILABLE TO BIDDERS, INCLUDING ALSO THEIR SUBCONTRACTORS

Procurement in subject does not contain confidential information that the Employer makes available.

14. ADDITIONAL INFORMATION OR CLARIFICATIONS REGARDING PREPARATION OF THE BID

Any interested person may, in writing, by post to the address of the Employer, Milutina Milankovića 9, 11070 New Belgrade or by fax at 011/311-90-30 or e-mail address: daliborka.vukojevic@skijalistasrbije.rs request from the Employer additional information or clarifications regarding the preparation of the bid, no later than 5 days before the deadline for submission of bids.

The Employer will submit to the interested party within three (3) days of receipt of the request for additional information or clarification of the tender documentation replies in writing and at the same time will publish that information on the Public Procurement Portal and on its website.

For more information or clarifications send a request with a note "Request for additional information or clarification of the tender documentation, **JNMV 63/14**".

If the Employer modifies or amends tender documentation 8 or fewer days before the deadline for submission of bids, the deadline for submission of bids shall be extended and notice of the extension of the deadline for submission of bids shall be published.

Upon expiry of the deadline for submission of bids the Employer can not modify nor amend the Tender documentation.

Request for additional information or clarifications regarding bid preparation by telephone is not allowed.

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

15. ADDITIONAL EXPLANATIONS FROM THE BIDDER AFTER BID OPENING AND CONTROL WITH THE BIDDER OR ITS SUBCONTRACTORS

After the opening of bids the Employer may, during professional assessment of bid, in writing request from the Bidder additional explanations that will help in the review, evaluation and comparison of bids, and can perform control (inspection) with the Bidder or its Subcontractor (Article 93 of the Law).

If the Employer determines that further clarifications are needed or it is necessary to perform control (inspection) with the bidder or its subcontractors, the customer will leave bidder the appropriate deadline to act against the invitation of the Employer, or to enable the Employer to perform control (inspection) with the Bidder, as well as its Subcontractors.

The Employer may, with the consent of the Bidder, perform the correction of arithmetical errors observed when reviewing the bid after the opening.

In case of discrepancy between unit price and total price, the unit price will be applicable.

If the Bidder does not agree with the correction of arithmetical errors, the Employer would reject its bid as unacceptable.

16. ADDITIONAL PROVIDING FULFILLMENT OF CONTRACTUAL OBLIGATIONS OF THE BIDDER WHO IS ON THE LIST OF NEGATIVE REFERENCES

The Bidder who is on the list of negative references kept by Public Procurement Office, in accordance with Article 83 of the Law, and which has a negative reference for procurement in subject which is not identical with the subject of the public procurement, and if such Bidder is awarded the contract, it shall **at the time of conclusion of the contract** submit to the Employer **bank guarantee for good performance**, which will have clauses: unconditional and payable on the first call. The bank guarantee for good performance is issued in the amount **of 15%** of the total value of the contract excluding VAT, with a validity period of 30 (thirty) days longer than the deadline for the final execution of work. If during the term of the contract deadlines for the execution of contractual obligations are changed, the validity of bank guarantee for good performance needs to be extended.

17. TYPE OF CRITERIA FOR AWARDING THE CONTRACT

The selection of the best bid will be made by applying the criteria "the lowest offered price".

18. ELEMENTS OF THE CRITERIA BASED ON WHICH THE EMPLOYER WILL AWARD THE CONTRACT IN SITUATION WHERE THERE ARE TWO OR MORE BIDS WITH EQUAL NUMBER OF POINTS OR IDENTICAL BID PRICE

If two or more bids have the identical lowest price offered, the bid of the Bidder who offered a longer warranty period will be selected as the best bid. In the case of the same warranty period the bid of the bidder who offered a shorter period of performance for service will be selected as the best bid.

19. COMPLIANCE WITH OBLIGATIONS UNDER APPLICABLE REGULATIONS

The Bidder is obliged to submit within its bid a statement given under full material and criminal responsibility that it respected all obligations arising from applicable regulations on occupational safety, employment and working conditions, environmental protection, and also guarantee that it is the holder of intellectual property rights. **(Form Statement from the Chapter V Section 3).**

20. USE OF PATENT AND LIABILITY FOR BREACH OF PROTECTED INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES

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

21. METHOD AND DEADLINE FOR APPLICATION FOR THE PROTECTION OF BIDDER'S RIGHTS

A request for protection of rights may be submitted by the Bidder, or any interested person, or business association in their name.

The request for the protection of rights shall be filed to the Republic Commission, and is handed in to the Employer. The applicant at the same time submits a copy of the request for the protection of the rights to the Republic Commission. The request for protection of rights is delivered directly, by e-mail to the e - mail direkcija@skijalistasrbije.rs or by registered mail with return receipt. The request for protection of rights may be submitted during the entire public procurement procedure, against any action of the Employer, unless the Law specifies otherwise . The Employer shall inform all participants in the public procurement process about the request for protection of the rights, ie. publish notice of the submitted application on the Public Procurement Portal, no later than 2 days from the date of receipt of the request.

If the request for protection of rights disputes the type of procedure, the content of the invitation to tender or Tender documentation, the request will be considered timely if received by the Employer no later than 3 days prior to the deadline for submission of bids, regardless of the manner of submission. In the case of the request for protection of rights there is stoppage in the deadline for submission of bids.

After the decision to award the Contract under Art. 108 of the Law or the decision to suspend the procurement procedure under Art. 109 of the Law, the deadline for submitting requests for the protection of rights is 5 days from receipt of the decision.

By the request for protection of rights actions taken by the Employer in the public procurement procedure can not be disputed if the applicant knew or could have known the reasons for its submission before the deadline for submission of bids, and the applicant had not filed it before the expiration of that period.

If in the same public procurement procedure the request for protection of the rights is submitted by the same applicant, in its request actions of the Employer can not be disputed for which the Applicant knew or could have known when submitting prior request.

The Applicant is required to pay to the account of the budget of the Republic of Serbia a fee of 40,000.00 dinars (account number: 840-742221843-57, reference number 50-016, the purpose : Republic administrative fee with an indication of procurement to which it relates, user: Budget of the Republic of Serbia).

The process of protecting the rights of Bidders is governed by the provisions of Art. 138 - 167 of the Law.

22. DEADLINE IN WHICH THE CONTRACT WILL BE CONCLUDED

Public procurement contract will be concluded with the Bidder that was awarded the contract within 8 days of the expiry of the deadline for filing requests for the protection of rights under Article 149 of the Law. In case that only one bid is submitted, the Employer may conclude the Contract before the expiry of the deadline for handing in requests for the protection of rights, in accordance with Article 112, Paragraph 2, point 5) of the Law.

(If a contract is concluded with a foreign Bidder, a copy of the Contract in the Serbian language will be considered authoritative in the event of a discrepancy between the English and Serbian versions of the Contract, in the case of disputes which may arise in the interpretation or execution of the Contract).

VII BID FORM

Bid No. _____ dated _____, 2015, for the public procurement JNMV 63/14 - servicing of system for artificial snow.

1) GENERAL INFORMATION ABOUT THE BIDDER

<i>Name of Bidder:</i>	
<i>Address of Bidder:</i>	
<i>Registration number of Bidder:</i>	
<i>Tax identification number of Bidder (VAT No):</i>	
<i>Name of contact person:</i>	
<i>E-mail address of Bidder (e - mail):</i>	
<i>Phone:</i>	
<i>Fax:</i>	
<i>Account number of Bidder and name of bank:</i>	
<i>The person authorized to sign the contract</i>	

2) BID SUBMITTED:

A) INDIVIDUALLY
B) WITH A SUBCONTRACTOR
C) AS A JOINT VENTURE

Note: circle manner of submission of bid and give details about Subcontractor, if the bid is submitted with a Subcontractor or information on all participants in a Joint venture if the bid is submitted by a group of Bidders

3) INFORMATION ON SUBCONTRACTOR

1)	<i>Name of Subcontractor:</i>	
	<i>Address:</i>	
	<i>Registration number:</i>	
	<i>Tax Identification Number:</i>	
	<i>Name of contact person:</i>	
	<i>Percentage of total value of procurement that will be executed by Subcontractor:</i>	
	<i>Part of subject of procurement which will be executed by Subcontractor:</i>	
2)	<i>Name of Subcontractor:</i>	
	<i>Address:</i>	
	<i>Registration number:</i>	
	<i>Tax Identification Number:</i>	
	<i>Name of contact person:</i>	
	<i>Percentage of total value of procurement that will be executed by Subcontractor:</i>	
	<i>Part of subject of procurement which will be executed by Subcontractor:</i>	

Note:

Table "Information on Subcontractor" is filled in only by those Bidders who submit a bid with a Subcontractor, and if there are more Subcontractors than spaces provided in the table, it is necessary to copy this form in sufficient number of copies , to fill it in and submit for each Subcontractor.

4) INFORMATION ON PARTICIPANTS IN A JOINT BID

1)	<i>Name of participant in a joint bid:</i>	
	<i>Address:</i>	
	<i>Registration number:</i>	
	<i>Tax Identification Number</i>	
	<i>Name of contact person:</i>	
2)	<i>Name of participant in a joint bid:</i>	
	<i>Address:</i>	
	<i>Registration number:</i>	
	<i>Tax Identification Number</i>	
	<i>Name of contact person:</i>	
3)	<i>Name of participant in a joint bid:</i>	
	<i>Address:</i>	
	<i>Registration number:</i>	
	<i>Tax Identification Number</i>	
	<i>Name of contact person:</i>	

Note:

Table "Participants in a joint bid" shall be filled in only by those Bidders who submit a joint bid, and if there are more participants in the joint bid than spaces provided in the table, it is necessary to copy this form in sufficient number of copies, to fill it in and submit for each Bidder who is participant in joint bid.

5) DESCRIPTION OF THE SUBJECT OF THE PROCUREMENT

Bid No. _____ dated _____, 2015, for public procurement JNMV 63/14 - servicing of system for artificial snow.

1	The total price offered in form of price analysis for servicing of artificial snow system without VAT, with included all costs is:	_____ dinars
2	Deadline for completion of services (<i>not longer than 30 days</i>):	_____ Calendar days from the date of introduction into the job by User of services.
3	Deadline for complaints (<i>not longer than 7 days</i>):	_____ Days from receipt of a written complaint by User of services.
4	Warranty period for services rendered (<i>not less than 12 months</i>):	is _____ months from the date of signing of the Minutes of performed service.
5	Deadline and method of payment (<i>not less than 15 days and not longer than 45 days</i>):	_____ days from the date of completion of services.
6	Bid validity period (<i>not less than 30 days from the date of bid opening</i>):	_____ Days from the date of bid opening

Date

Bidder

Stamp

Notes:

Bid Form must be filled in, signed and certified by the Bidder, confirming the accuracy of the information that are specified in the bid form. If Bidders submit a joint bid, a group of bidders may choose whether the bid form is signed, stamped and certified by all the Bidders from a group or a group of Bidders may designate one Bidder who will fill in, sign and certify a bid form.

If the subject of public procurement is shaped into several lots, the Bidders will fill in bid form for each lot.

VIII FORM PRICE STRUCTURE WITH INSTRUCTIONS ON HOW TO FILL IT IN

Servicing the artificial snow system

Serial no.	NAZIV	NAME	Quantity	(Without VAT) Price UoM	(Without VAT) Price * Quantity
1	Картица напајања SPSEL LAEL0065	SPSEL Power card , LAEL0065	4		
2	CPU картица жирафе-лансера A9V,A30 LAEL0093	Circuit board SPSEL-CPU for Lance Mod. 02 , LAEL0093	2		
3	SPSEL-CPU картица са подршком SPSEL10001	SPSEL-CPU cart with support BLUETOOTH, SPSEL 10001	3		
4	Картица SPSEL - напајање SPSEL101	Cart SPSEL-POWER, SPSEL101	2		
5	Картица за SPSE-CPU-M16-06 са месинганом плочом SPSEC000	Card for SPSE-CPU-M16-06 with montagebrass cpl. SPSEC000	2		
6	Ел. Плоча SPSE-напајање за SX 2006 TXX SPSEP001	Circuit board SPSE-Power for SX 2006TXX,SPSEP001	5		
7	Е плоча е-мотора SPSEXE50	Circuit board E-motor, SPSEXE50	2		
8	Плоча за хидрант WO SPSEXE6002	Circuit boardHydrant WO, SPSEXE6002 "	3		
9	Електронска плоча SPSED са дисплејом SPSED00102	Electronic board SPSED w. Display, SPSED00102	3		
10	Дисплеј SPSED LCD црни / са исијавањем SPSED200	Display SPSED LCD black/with illumination, SPSED200	3		
11	Електронска плоча 10 40EL0018	Electronic board IO, 40EL0018	3		
12	Дисплеј	Display mit platine SPSED komplett	1		
13	Рад сервисера за електромашинско подешавање (15 сатирада)	The work of the service of electromechanical adjustment (15 hours)	15 hours		
Total without VAT:					
VAT:					
Total with VAT					

Note: The price must include all expenses that the Bidder has in the implementation of the public procurement, including travel and accommodation expenses.

The form price structure must be filled in, signed and certified by the Bidder, confirming that the correct information are given in the form.

DATE

BIDDER

Stamp

Signature of responsible person

IX DRAFT OF THE CONTRACT

Concluded between:

Public Enterprise "Ski Resorts of Serbia" , with headquarters in New Belgrade, Milutina Milankovića 9, VAT No. 104 521 515, registration number 20183390, represented by the acting manager Dejan Ljevnaić (hereinafter referred to as **User of Services**)

and

_____, with headquarters in _____,
_____ address _____, VAT No. _____, registration
number _____, represented by manager _____ (hereinafter referred
to as **Service Provider**).

The Contracting Parties hereto shall agree:

- that the User of services on the basis of Article 39 and Article 53 of the Law on Public Procurement (Official Gazette of RS, no. 124/12) decided to initiate proceedings no. 5302 dated December 31, 2014, and conducted regular procedure for public procurement of small value, number of procurement JNMV- 63/14;
- that the Service provider on _____, 2015, submitted its Bid No. _____ dated _____, 2015, filed at the User of Services under number // dated //, 2015, which is enclosed with the Contract and is an integral part of this Contract;
- that bid of the Service provider completely corresponds with requests from the Tender documentation for the public procurement;
- that the User of services on the basis of bid and decision on the award of the contract no. // dated //, 2015, selected Service provider for the servicing of artificial snow system;
- that (Service provider participates with subcontractor _____ from _____ str. _____ which will partially execute the procurement to such a degree _____).

Subject of the contract

Article 1

The subject of this Contract are the services of servicing the artificial snow system, in accordance with the technical specification, form for the structure of prices and accepted bid of the Service provider no. _____ dated _____, 2015, filed with the User of services under number // dated // 2015, which is an integral part of this Contract and is enclosed with it.

Price

Article 2

The total contract price for the services referred to in Article 1 of this Contract is _____ dinars without VAT or _____ dinars VAT included. The price includes all expenses incurred to the Service provider in the implementation of this Contract, including travel and accommodation expenses.

Price is negotiable. VAT is paid by User of services.

Methods of payment

Article 3

The User of services is obliged to make payments after completion of service and after issuing invoice with the specification of actually performed services within _____ (*not less than 15 days and not longer than 45 days*) days from the date of execution of services, to the current account of Service provider no. _____ at _____ Bank.

Invoice is submitted by the Service provider on the basis of certified documents about completed service, specifying the types of services provided and stated prices, with and without VAT.

Deadline and place of execution

Article 4

Period of performance of services is _____ (*not longer than 30 days*) calendar days from the date of introduction into the job by User of services. Place of execution of services is ski resort Kopaonik and Stara Planina.

The User of services and Service provider will record in the minutes date of introduction of Service providers in the job.

The date of completion of services shall be deemed as the log handover of completed service.

The warranty period

Article 5

The warranty period for the services is _____ months (*not less than 12 months*) from the date of signing of the Minutes of the provided service under Article 4, paragraph 3 of the Contract. In the event that the User of Services notes that there are deficiencies in the quality of services provided, the Service provider is required to remove them at its own expense, not later than _____ (*not longer than 7 days*) days from the receipt of a written complaint by the User of services.

Obligation of service providers

Article 6

The Service provider is obliged to:

- Perform the services in subject in due time, in accordance with the provisions of the Contract, professionally and in good quality with compliance with legal and technical regulations according to the norms applicable to this type of activity and the requirements of technical specifications.
- Engage employees in the execution of the services who need to be trained for specified works on maintenance and servicing of artificial snow system;
- Hired workers have all the necessary, appropriate tools and diagnostic instruments, for performance of the service in subject;
- Owns a complete set of equipment for the protection of workers, with compliance with the statutory measures on Safety and Health at Work;
- Provide accommodation and transport of its workers.

Responsibility of the User of services

Article 7

The User of services is obliged to introduce the Service provider in the job and enable the execution of contracted services;

- Make payment for services rendered, in the manner and within the time specified by provisions of this Contract;
- To sign the Minutes of services performed within three days from the date of successful execution of services by service providers.

Breach of contract

Article 8

In case there is non-performance of services in accordance with the provisions of this Contract, as well as negligent or unprofessional execution of services, by fault of Service provider, the User of services has the right to claim liquidated damages in the amount of 10% for non-performance of this type of service, up to 10% the total value of the contract referred to in Article 2 of this Contract.

Payment of liquidated damages referred to in paragraph 1 of this Article shall not relieve the Service provider from its obligation to provide services, nor does it relieve it from some of the other obligations and responsibilities under the Contract.

Final Provisions

Article 9

This Contract creates legal effect from the date of signature of the authorized representatives of both parties.

Each party may terminate the Contract with a notice period of 30 days from receipt of the written notice of termination.

The User of services has the right to unilaterally terminate the Contract at any time and without notice, if the Service provider is not meeting its obligations in the agreed manner and contractual terms, of which it shall notify the Service provider in writing.

Article 10.

For all matters not determined by this Contract, the provisions of the Law governing the contractual relations and other regulations governing this area shall be applied.

Article 11

The Contracting parties shall resolve all arising disputes by agreement, otherwise Commercial Court in Belgrade, Republic of Serbia, has jurisdiction.

Article 12

This contract is made in 4 (four) identical copies and each contracting party retains 2 (two) copies.

FOR SERVICE PROVIDER

MANAGER

FOR USER OF SERVICE

ACTING MANAGER

Dejan Ljevnaic

NOTE: This draft of the contract represents the contents of the Contract to be concluded with the selected bidder, and that the Employer shall, if the Bidder without justifiable reason refuses to conclude a public procurement contract, after the contract was awarded to it, submit proof of negative reference to the Public Procurement Office, ie. documents on realized collaterals for the fulfillment of obligations in the public procurement.

The Bidder is obliged to fill in the draft of the contract to stamp and sign the last page of the draft of the contract. If the Bidder fails to sign the last page of the draft of the Contract, bid will be rejected as unacceptable pursuant to Article 106, paragraph 1, point 5) of the Law on Public Procurement.

X FORM EXPENSES FOR BID PREPARATION

In accordance with Article 88, paragraph 1 of the Law, the Bidder _____
[insert name of Bidder], submits total amount and structure of costs for preparing a bid, as follows in the table below:

<i>Type of expenses</i>	<i>Amount of expenses RSD</i>
TOTAL AMOUNT OF EXPENSES FOR BID PREPARATION	

The expenses of preparing and submitting the bid shall be borne exclusively by the Bidder and reimbursement can not be sought from the Employer.

If the procurement procedure has been suspended for reasons that are because of the Employer, Employer shall reimburse the Bidder for making sample or model, if they are made in accordance with the technical specification of the Employer and the expenses of obtaining collateral, provided that the Bidder sought reimbursement of these expenses in its bid.

Note: The submission of this form is not mandatory

Date:

Stamp

Signature of Bidder

XI FORM DECLARATION ON THE INDEPENDENT BID

In accordance with Article 26 of the Law, _____,
(Name of the Bidder)

gives:

**STATEMENT
ON THE INDEPENDENT BID**

Under full material and criminal responsibility I confirm that the bid in the public procurement JNMV 63/14 - servicing of artificial snow system is submitted independently, without consultation with other Bidders or interested parties.

Date:	Stamp	Signature of Bidder
_____		_____

*Note: in case of reasonable doubt as to the veracity of the statement on the independent bid, Employer shall immediately notify the organization responsible for the protection of competition. The organization responsible for the protection of competition, may impose on a Bidder, ie. interested party a measure prohibiting participation in the procurement procedure if it is determined that the bidder, or interested person violated competition in the procurement process in terms of the law governing the protection of competition. Measure prohibiting participation in the procurement process can take up to two years. Violation of competition is the negative reference, in terms of Article 82, paragraph 1, point 2) of the Law. **If the bid is submitted by a group of Bidders** Statement must be signed by an authorized person of each Bidder from a group of Bidders and stamped.*