

**TENDER DOCUMENTATION
OPEN PROCEDURE**

**PUBLIC PROCUREMENT
EQUIPMENT FOR ARTIFICIAL SNOW
PUBLIC PROCUREMENT NO. 09/18**

Date of publishing on the Public Procurements Portal: 21.03.2018

The bids submission deadline: 20.04.2018 by 12 PM.

Opening of the bids: 20.04.2018 at 12:30 PM.

March, 2018

Based on Article 32 and 61 of the Law on Public Procurements (“Official Gazette of RS” No. 124/12, 14/15, 68/15), Article 2 of the Rulebook on Mandatory Elements of Tender Documentation in Public Procurement Procedures and Manner of Proving the Fulfilment of Conditions (“Official Gazette of RS” No. 86/15), the Decision on Launching the Public Procurement Procedure No. 695 from 19.03.2018 and the Decision on Forming the Commission for Public Procurement No. 09/18, Decision No. 695/1 from 19.03.2018, the following

TENDER DOCUMENTATION
was prepared in the open procedure, for the public procurement
PP No. 09/18

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I GENERAL DATA ON THE PUBLIC PROCUREMENT

1. Data on the Purchaser

The Purchaser:Public Enterprise “Ski Resorts of Serbia”

Address:9 Milutina Milankovića St, Novi Beograd

Web page:.....www.skijalistarsrbije.rs

2. Type of the Public Procurement Procedure

The said public procurement shall be performed in the open procedure, in accordance with the Law and bylaws regulating public procurements.

3. The Subject to the Public Procurement

The subject to the Public Procurement No. 09/18 - Equipment for Artificial Snow.

4. Objective of the Procedure

The public procurement procedure is performed for the purpose of concluding the public procurement contract.

5. Contact (person or service)

Contact person (or service):

The Public Procurement Department: marina.aksentijevic@skijalistarsrbije.rs

II DATA ON THE SUBJECT TO THE PUBLIC PROCUREMENT

1. The Subject to the Public Procurement

Subject of the Public Procurement No. 09/18 - Equipment for Artificial Snow.

2. Designation from the general procurement dictionary:

42900000 various devices for general and special purposes

3. Parties

The subject to the public procurement is not designed by parties.

III THE TECHNICAL SPECIFICATIONS

Equipment offered for the making of artificial snow must fulfil all technical requirements:

1. Brand new snowmaking machines, 20 pieces, year of manufacturing 2017/2018
2. Maximum water intake: not less than 10.5 l per second
3. Maximum energy consumption of all energy units - not more than 22 kw
4. Nozzles: completely ceramic (“twirler and sprayer”)
5. Horizontal oscillation: automatic
6. Snow cannon operation control: automatic
7. Vertical adjustment of tubes: automatic, controlled by the Hydraulic system
8. Chassis: holders with stabilization and level regulation, 5 snow cannons with wheels, 15 without wheels
9. Function: Manual adjustment in comparison to the manual- automatic system (declutch of the snow gun)
10. Hydrant drive: with an open and close function and flow and pressure regulation function.
11. External light indicating an error
12. Motor with soft starter. Electrical cable: type Cu 5x10mm 2 inches of rubber frame, with 5 pins plug 63A, minimal length 20m with an automatic disk for cable communication control for the field with minimal length 20 meters in the area between the hydrant and the cannon
Snow cannons equipped with additional hydraulic snow hoses, length 20 m, (40 bars)
13. Water connector: 2 “- rotary 360°, with a rubber joint tube, minimal length 1.5-2m
14. Touch panel with a dismantling option
15. Water pressure operation: within 8-40 bar range
16. Snow cannon: automatic operation via the software system
17. Weather stations: weather stations ventilated

18. Compressor: oil-free
19. Cannons must be equipped with holders for transportation of cannon on snow the groomer
20. Hydrant drive - automatic water on and off function

Equipment must be completely new, year of manufacturing 2017/2018

The Bidder is obliged to send a catalogue of equipment it offers, in which data on all the necessary technical requirements of the offered equipment are listed. If the catalogue which has been sent does not contain all necessary technical data, the Bidder must send a statement in which technical characteristics of equipment in offer shall be listed.

Equipment in offer for artificial snow must fulfil all of the listed technical requirements, otherwise the bid shall be rejected and considered unacceptable:

IV CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE BASED ON ARTICLE 75 AND 76 OF THE LAW AND INSTRUCTION FOR PROVING THE FULFILMENT OF THESE CONDITIONS

1. CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE BASED ON ARTICLE 75 AND 76 OF THE LAW

1.1. The Bidder which fulfils **the mandatory conditions** for participation in the public procurement procedure defined by Article 75 of the Law has the right to participate in the said public procurement procedure, with the following conditions:

- 1) To be registered with the competent authority, i.e. registered in the appropriate register (*Article 75, Paragraph 1, Point 1) of the Law*);
- 2) That they and their legal representative are not convicted of any criminal offences as members of an organized crime group, that they are not convicted of criminal offences against economy, environment, for receiving or giving bribe and/or fraud (*Article 75, Paragraph 1, Point 2) of the Law*);
- 3) That they paid due taxes, contributions and other public levies in accordance with the regulations of the Republic of Serbia or the foreign country on which territory it has the seat (*Article 75, Paragraph 1, Point 4) of the Law*);
- 4) When creating the bid, the Bidder is obliged to explicitly state that it fulfilled the obligations arising from the applicable regulations concerning work safety, employment and working conditions, environment protection, and also that it has no ban on performing activities that are in force at the time of the bid submission (*Article 75, Paragraph 2 of the Law*).

1.2. The Bidder which participates in the said public procurement procedure must fulfil **additional conditions** for participation in the public procurement procedure, stipulated by Article 76 of the Law:

- 1) The Bidder must have references for snowmaking equipment delivery during the last three years (2015, 2016, 2017) of at least 30 cannons per a single delivery.

1.3. If the Bidder submits the bid with a subcontractor, in accordance with Article 80 of the Law, the subcontractor must fulfil the mandatory conditions from Article 75, Paragraph 1, Point 1) to 4) of the Law.

1.4. If the bid is submitted by the group of bidders, each bidder from the group of bidders must fulfil the mandatory conditions from Article 75, Paragraph 1, Point 1) to 4) of the Law, the group of bidders jointly fulfil additional conditions.

2. INSTRUCTION FOR PROVING FULFILMENT OF THESE CONDITIONS

Fulfilment of **the mandatory conditions** for participation in the public procurement procedure is proved by the Bidder submitting following evidence:

- 1) The condition from Article 75, Paragraph 1, Point 1) of the Law - **Evidence:** Excerpt from the register of Business Registers Agency, i.e. excerpt from the register of the competent Commercial Court;
- 2) The condition from Article 75, Paragraph 1, Point 2) of the Law - **Evidence: Legal entities:** 1) Excerpt from criminal records, i.e. the certificate of the **Basic Court** where the seat of the domestic legal entity is located, i.e. the seat of the representative office or branch of the foreign legal entity, which certifies that the legal entity is not convicted of criminal offences against economy, environment, for receiving or giving bribe and/or fraud. Note: If the certificate of the Basic Court does not include data from criminal records which are in the competence of the regular criminal department of the Higher Court, apart from the certificate of the Basic Court, it is necessary to **submit A CERTIFICATE OF THE HIGHER COURT** where the seat of the domestic legal entity is located, i.e. the seat of representative office or branch of the foreign legal entity, which certifies that the legal entity is not convicted of criminal offences against economy and criminal offences of taking bribe; 2) Excerpt from criminal records of the **Special Department of Organized Crime of the Higher Court in Belgrade**, which certifies that the legal entity is not convicted of any criminal offences concerning organized crime; 3) Excerpt from criminal records, i.e. a certificate of the **competent Ministry of Interior Police Department**, which certifies that the legal representative of the Bidder is not convicted of criminal offences against economy, environment, for receiving or giving bribe, fraud or any criminal offences concerning organized crime (the request may be submitted according to the legal representative's place of birth or place of residence). If the Bidder has more than one legal representative, it is obliged to submit evidence for each one.
- Entrepreneurs and individuals:** Excerpt from criminal records, i.e. certificate of the **competent Ministry of Interior Police Department**, which certifies that the person is not convicted of any criminal offences as a member of an organized crime group, that the person is not convicted of criminal offences against the economy, the environment, receiving or giving bribe and/or fraud (the request may be submitted according to the place of birth or the place of residence).
- Evidence cannot be older than two months prior to the bid opening;**
- 3) The condition from Article 75, Paragraph 1, Point 4) of the Law - **Evidence:** A certificate of Tax Administration of Ministry of Finance and Economy that the person paid due taxes and contributions and a certificate of the competent local government that the person fulfilled obligations based on the source local public revenues or a certificate of the Privatization Agency that the Bidder is in the process of privatization.
- Evidence cannot be older than two months prior to the bid opening;**
- 4) *The condition from Article 75, Paragraph 2 - **Evidence:** Signed and stamped Form of the Statement (Form of the Statement is attached in the Chapter XI).* The Statement must be signed by the Bidder's authorized person and certified with a stamp. **If the bid is submitted by the group of bidders,** the Statement must be signed by the authorized person of each bidder from the group and certified with a stamp.

Fulfilment of **the additional conditions** for participation in the public procurement procedure is proved by the Bidder submitting the following evidence:

Evidence for additional conditions:

- 1) for additional conditions under point 1) evidence:

- the reference list of equipment delivered in the last three years (2015, 2016, 2017) and the certificate of the reference purchaser on implementation of the contract - annex 1 and 1a of the tender documentation.

If the bid is submitted by a group of bidders, for each member of the group the Bidder is obliged to submit said evidence for the fulfilment of conditions from Article 75, Paragraph 1, Point 1) to 4)

The group of bidders jointly fulfils additional conditions.

If the Bidder submits the Bid with a subcontractor, the Bidder is obliged to provide evidence that it fulfils the conditions from Article 75, Paragraph 1, Point 1) to 4) of the Law to the subcontractor.

The Bidder may submit said evidence on the fulfilment of the conditions as uncertified copies, and before rendering the decision on the Contract award the Purchaser may request from the Bidder, which bid is evaluated as the most favourable one based on the public procurement report, to deliver the original or the certified copy of all or specific evidence.

If the Bidder fails to deliver the original or certified copy of necessary evidence in the appropriate period, which cannot be shorter than five days, the Purchaser shall refuse its bid and it shall be rejected as unacceptable.

Evidence publicly available on the Internet -

The Bidder is not obliged to submit evidence publicly available on the web pages of the competent authorities. The Purchaser shall not reject the bid as unacceptable if it does not contain evidence stipulated by tender documentation if the Bidder lists in the Bid the web page where necessary information requested in the conditions is publicly available.

BUSINESS REGISTERS AGENCY REGISTER OF BIDDERS -

When submitting the bid, the person registered in Register of Bidders of Business Registers Agency is not obliged to prove fulfilment of the mandatory conditions from Point 1-4, in accordance with Article 78, Paragraph 5 of the Law on Public Procurements.

The Purchaser shall not reject the bid as unacceptable if it does not contain evidence stipulated by tender documentation if the Bidder lists in the Bid the web page where necessary information listed in the conditions is publicly available.

If evidence of condition fulfilment is an electronic document, the Bidder shall submit the copy of the electronic document in writing, in accordance with the law stipulating the electronic document, unless it submits the electronic bid when evidence is submitted in the original electronic form.

If in the country where the Bidder has the business seat requested evidence is not issued, instead of evidence the Bidder may submit its written statement, given under full criminal and material liability, certified in front of the court or administrative authority, public notary or other competent authority of that country.

If the Bidder has a business seat in another country, the Purchaser may check whether the documents proving the fulfilment of the necessary conditions are issued by the competent authorities of that country.

The Bidder is obliged to promptly inform the Purchaser in writing of any change regarding the fulfilment of the conditions from the public procurement procedure, which occurs until the decision is rendered, i.e. until the Contract is concluded, i.e. during the validity of the Contract on Public Procurement and to document it properly.

V INSTRUCTION FOR THE BIDDERS ON HOW TO CREATE A BID

1. DATA ON THE LANGUAGE IN WHICH THE BID MUST BE CREATED

The Bidder submits the bid in Serbian and English language.

The bid shall be written in the Serbian language.

Evidence that the requirements for participation in the procurement process are required to be translated into the Serbian language by a certified court interpreter.

2. THE MANNER IN WHICH THE BID MUST BE CREATED AND SUBMITTED

The Bidder submits the bid directly or via mail in a closed envelope or box, closed in such a manner as to ensure that the bid shall be opened for the first time during the opening of the bids.

Name and address of the Bidder should be inserted at the back of the envelope or on the box.

In case the bid is submitted by a group of bidders, it is necessary to indicate that a group of bidders is submitting the bid on the envelope and insert names and addresses of all participants in the joint bid.

The bid should be delivered to the following address: PE "Ski Resorts of Serbia", 9 Milutina Milankovića St, 11070 Novi Beograd, **"The bid for the public procurement of equipment for artificial snow, PP No. 09/18 - DO NOT OPEN"**.

The bid shall be deemed timely if received by the Purchaser by 20.04.2018, by 12 PM.

Upon receipt of the certain bid, the Purchaser shall mark the time of receipt on the envelope, i.e. the box where the bid is located, and shall record the number and date of the bid according to its arrival. If the bid is delivered directly, the Purchaser shall deliver the certification of the bid receipt to the Bidder. The Purchaser shall indicate the date and hour when the bid was received in the certification of receipt.

The bid which was not received by the Purchaser in the deadline specified for submission of the bids, i.e. which is received upon expiry of the day and hour by which the bids may be submitted, shall be deemed untimely.

The Bidder may submit only one bid. The Bidder who submitted the bid independently cannot participate in the joint bid or as a subcontractor at the same time, nor can the same person participate in several joint bids.

In the bids submission deadline, the Bidder may change, amend or revoke its bid, in the manner stipulated in the tender documentation.

Opening of the bids is conducted immediately after expiry of the bid submission deadline, on 20.04.2018, at 12:30 PM in business premises at the Purchaser's address: 9 Milutina Milankovića St, 4th floor, Novi Beograd.

The opening of the bids is public and each interested party may be present, while only the legal and authorized representatives of the bidders can actively participate.

Before the beginning of the public opening of the bids, the authorized representatives of the Bidder are obliged to hand over the authorization for participation in opening of the bids to the Commission for Public Procurements of the Purchaser.

The authorization must contain: name and surname of the authorized representative, ID card number and Unique Personal Number, signature and stamp of the authorized person. Without any authorization, the representative only has the right to presence and cannot undertake active measures in the procedure (signing minutes, objecting to opening of the bids etc.)

The Bid must contain:

- The Bid Form which is filled in, certified with a stamp and signature.
- The Form - Data on the Subcontractor which is filled in, certified with a stamp and signature, if the Bidder partially entrusts the performance of the procurement to the subcontractor.
- The Form - Data on the Bidder participating in the joint bid which is filled in, certified with stamp and signature, if the bid is submitted by a group of bidders.
- Evidence of fulfilment of the mandatory and additional conditions from Article 77 of the Law on Public Procurements, listed in the instructions on how to prove the fulfilment of the conditions from Article 75 and 76 of the Law on Public Procurements.
- The model of the Contract which is filled in, certified with stamp and signature.
- The Form of Price Structure which is filled in, certified with stamp and signature.
- The Form of the Bid Preparation Costs which is filled in, certified with stamp and signature (not mandatory)
- The Form of the Statement of the Independent Bid which is filled in, certified with stamp and signature.
- The Form of the Statement of Obligations Fulfilment which is filled in, certified with stamp and signature.
- Catalogue.

If the joint bid is submitted by a group of bidders, the group of bidders may decide that the forms attached in tender documentation be signed and certified with stamps by all the bidders from the group of bidders or the group of bidders may delegate one bidder from the group who will sign and certify with stamps the forms attached in tender documentation, except the forms indicating statements under material and criminal liability (e.g. the Statement of the Independent Bid, the Statement of Obligations Fulfilment from Article 75, Paragraph 2 of the Law...), which must be signed and certified with a stamp by each bidder from the group of bidders. In case the bidders decide that one bidder from the group signs and certifies the forms attached in tender documentation with a stamp (except the forms indicating statements under material and criminal liability), the stated should be defined in the agreement by which the bidders from the group of bidders are obliged mutually and towards the Purchaser to perform the public procurement, which is the integral part of the joint bid according to Article 81. of the Law.

3. PARTIES

The subject to the public procurement is not designed by parties.

4. THE BID WITH VARIATIONS

Submission of the bid with variations is not allowed.

5. THE METHOD OF CHANGE, AMENDMENT AND REVOCATION OF THE BID

In the bid submission deadline, the Bidder may change, amend or revoke its bid, in the manner stipulated for the bid submission.

The Bidder is obliged to clearly indicate which part of the bid is changed, i.e. which documents are subsequently submitted.

Change, amendment or revocation of the bid must be submitted at the following address: PE “Ski Resorts of Serbia”, 9 Milutina Milankovića St, 11070 Novi Beograd with a note:

**“The change of the bid for public procurement PP No. 09/18 - DO NOT OPEN” or
“The amendment of the bid for public procurement PP No. 09/18 - DO NOT OPEN” or
“The revocation of the bid for public procurement PP No. 09/18 - DO NOT OPEN” or
“The amendment of the bid for public procurement PP No. 09/18 - DO NOT OPEN”.**

Name and address of the Bidder should be inserted at the back of the envelope or on the box. In case the bid is submitted by a group of bidders, it is necessary to indicate that a group of bidders is submitting the bid on the envelope and insert names and addresses of all participants in the joint bid.

Following the expiry of the bid submission deadline, the Bidder cannot withdraw or change its bid.

6. PARTICIPATION IN THE JOINT BID OR AS THE SUBCONTRACTOR

The Bidder may submit only one bid.

The Bidder who submitted the bid independently cannot participate in the joint bid or as a subcontractor at the same time, nor can the same person participate in several joint bids.

In the Form of the Bid (Chapter VI), the Bidder indicates the method in which it submits the bid, i.e. whether it submits the bid independently or as the joint bid, or together with the subcontractor.

7. THE BID WITH THE SUBCONTRACTOR

If the Bidder submits the bid with the subcontractor, it is obliged to state in the form of the bid (Chapter VI) that it submits the bid with the subcontractor, the percentage of the total value of the procurement which will be entrusted to the subcontractor, which cannot exceed 50%, as well as part of the subject to the procurement which will be performed through the subcontractor.

In the Form of the Bid, the Bidder states the name and business seat of the subcontractor, if the partial execution of the procurement will be entrusted to the subcontractor.

If the Contract of the Public Procurement is concluded between the Purchaser and the bidder which submits the bid with the subcontractor, such subcontractor shall be listed in the Contract of the Public Procurement as well.

The Bidder is obliged to submit evidence of the fulfilment of the conditions stated in Chapter IV of tender documentation, in accordance with the Instructions for proving the fulfilment of the conditions.

The Bidder is entirely accountable to the Purchaser for fulfilment of the obligations from the public procurement procedure, i.e. the fulfilment of contractual obligations, regardless of the number of subcontractors.

The Bidder is obliged to enable the Purchaser, upon request of the latter, the access to the subcontractor for the confirmation of the fulfilment of the requested conditions.

8. THE JOINT BID

The bid may be submitted by a group of bidders.

If the bid is submitted by a group of bidders, the integral part of the joint bid must be the agreement by which bidders from the group are obliged, mutually and towards the Purchaser, to perform the public procurement, and it must contain data from Article 81, Paragraph 4 of the Law, precisely data on:

- the member of the group who will be the contractor, i.e. who will submit the bid and represent the group in front of the Purchaser,
- description of work of each bidder from the group of bidders in terms of the performance of the Contract.

The group of bidders is obliged to submit all the evidence of the fulfilment of the conditions stated in the Chapter **IV** of tender documentation, in accordance with the Instructions for proving the fulfilment of the conditions.

The bidders from the group of bidders are indefinitely accountable to the Purchaser.

The cooperative may submit the bid independently, in its name and on behalf of the cooperator or the joint bid in the name of the cooperator.

If the cooperative submits the bid in its name, the cooperative and cooperators are accountable for the obligations from the public procurement procedure and the Contract on the Public Procurement in accordance with the law.

If the cooperative submits the bid in the name of cooperator for the obligations from the public procurement procedure and the Contract on the Public Procurement, cooperators are jointly accountable.

9. METHOD AND CONDITIONS OF PAYMENT, WARRANTY PERIOD, AS WELL AS OTHER CIRCUMSTANCES WHICH THE ACCEPTABILITY OF THE BID DEPENDS ON

9.1. Requests regarding method, deadline and conditions of payment

The payment will be conducted upon delivery of equipment and submission of the correct invoice, based on the signed Minutes on Equipment Handover, which is to be done no later than the end of February 2019.

The payment shall be conducted on the Bidder's bank account.

The Bidder is not allowed to request an advance.

9.2. Requests regarding the deadline and place of delivery

The deadline for delivery must be stated in the Bid Form and in is in effect from the day of concluding the contract.

The deadline for delivery cannot be longer than 5 calendar days since the day of concluding the contract.

If the bidder offers a longer deadline, the bid will be rejected as unacceptable.

The place of delivery: Ski Centre Kopaonik.

9.3. Requests regarding warranty period

Warranty period for delivered goods shall be listed by the bidder in form of the bid and shall be counted since the day of signing minutes on equipment handover.

Warranty period cannot be shorter than 24 months.

If the Bidder offers warranty period shorter than 24 months, the bid shall be rejected as unacceptable.

9.4. Request regarding the period of validity of the bid

The period of validity of the bid cannot be shorter than 30 days since the day of opening of the bids.

In case of expiry of the period of validity of the bid, the Purchaser is obliged to request the Bidder in writing to extend the period of validity of the bid.

The Bidder which accepts the request for extension of the period of validity of the bid cannot change the bid.

10. THE CURRENCY AND METHOD IN WHICH THE PRICE IN THE BID HAS TO BE STATED AND QUOTED

The Bidder is obliged to state the unit prices with and without VAT in the Form of the Bid. The price should be stated in Serbian Dinars, with and without Value Added Tax, with all the costs that the Bidder has in the implementation of the said public procurement, with the total price without Value Added Tax taken into account for evaluation of the bid. The Purchaser allows the Bidder to state the price in Euro, while for the conversion in Serbian Dinars the appropriate foreign exchange rate of the National Bank of Serbia on the day when the bid opening started shall be used.

The price must include all the costs of the Bidder in implementation of the said public procurement. The price is fixed and cannot be changed.

If the offered price includes import customs and other levies, the Bidder is obliged to state that part separately in Dinars.

If the unusually low price is stated in the bid, the Purchaser shall act in accordance with Article 92 of the Law.

11. DATA ON SORT, CONTENT, METHOD OF SUBMISSION, AMOUNT AND DEADLINES FOR ENSURANCE OF FULFILLMENT OF THE BIDDER'S OBLIGATIONS

Apart from the bid, **all bidders** are obliged to submit the following means of security, addressed on the Purchaser:

- **the original of the binding letter of intent** of the Bidder where the bank states that it will issue the unconditional bank guarantee payable upon first call for good performance in the amount of 10% of the total offered price without VAT, with validity period of 30 days longer than the day of signing minutes on equipment handover;
- **the original binding letter of intent of the bank** of the bidder, where the bank states it will issue the bank guarantee for removal of errors in the warranty period, in the amount of 5% of the total offered price without VAT, with validity period of 30 days longer than the day of the warranty period termination.

Failure to submit the required letters of intent of the bank along with the bid makes the bid unacceptable and it will not be taken into account by the Commission for Public Procurements of the Purchaser.

The bidder which bid is selected as the most favourable should submit the following means of security addressed on the Purchaser:

- **the original bank guarantee for good performance** within 3 days since the date of concluding the Contract, in the amount of 10% of the total agreed price, without VAT, with validity period of 30 days longer than signing minutes on equipment handover;
- **the original bank guarantee for removal of errors** in warranty period, at the moment of signing Minutes on Handover, in the amount of 5% of the total agreed price without VAT, with validity period of 30 days longer than warranty period.

The bank guarantee must be unconditional and payable upon first call.

12. THE PROTECTION OF CONFIDENTIALITY OF INFORMATION WHICH THE PURCHASER PUTS AT THE BIDDERS' DISPOSAL, INCLUDING THEIR SUBCONTRACTORS

The said procurement does not contain confidential information which the Purchaser puts at disposal.

13. ADDITIONAL INFORMATION OR CLARIFICATIONS REGARDING PREPARATION OF THE BID

The interested party may, in writing and addressed on the Purchaser, via mail: PE Ski Resorts of Serbia, 9 Milutina Milankovića St, Novi Beograd, or via electronic mail to the e-mail: marina.aksentijevic@skijalistasrbije.rs request from the Purchaser additional information or clarifications regarding the preparation of the bid, no later than 5 days before the expiry of the deadline for submission of the bid, and may inform the Purchaser of potential drawbacks and irregularities in tender documentation.

Within 3 days since the date of reception of the request, the Purchaser shall publish the response at the Portal of Public Procurements and on its web page.

Additional information or clarifications are referred with the note "Request for additional information or clarifications of tender documentation, PP No. 09/18."

If the Purchaser changes or amends tender documentation 8 or less days before the expiry of the bids submission deadline, it is obliged to extend the bids submission deadline and publish notification of the bids submission deadline extension.

Following the bids submission deadline expiry, the Purchaser cannot change or amend tender documentation.

The request for additional information or clarifications regarding the bid preparation on the phone is not allowed.

Communication in the public procurement procedure is maintained exclusively in the manner stipulated by Article 20 of the Law.

14. ADDITIONAL EXPLANATIONS OF THE BIDDER FOLLOWING THE BIDS OPENING AND CONTROL WITH THE BIDDER, I.E. ITS SUBCONTRACTOR

Following the bids opening, during the expert evaluation of the bids, the Purchaser may in writing request from the Bidder additional explanations which will help it with inspection, evaluation and comparison of the bids, and it may exert control (inspection) with the Bidder, i.e. its subcontractor (Article 93 of the Law).

If the Purchaser estimates that additional explanations are necessary or that control (insight) with the bidder, i.e. its subcontractor is required, the Purchaser shall leave the reasonable deadline to the Bidder to act upon the Purchaser's invitation, i.e. to enable the Purchaser control (inspection) with the bidder, as well as with its subcontractor.

With the consent of the Bidder, the Purchaser may correct the calculation errors detected during the bid consideration following the finalized opening procedure.

If the Bidder disagrees with correction of the calculation errors, the Purchaser shall reject its bid as unacceptable.

15. TYPE OF CRITERIA FOR AWARDING THE CONTRACT, THE ELEMENTS OF CRITERIA BASED ON WHICH THE CONTRACT IS AWARDED AND THE METHODOLOGY FOR THE AWARD OF PONDERS FOR EACH ELEMENT OF CRITERION

The selection of the most favourable bid will be conducted by application of the criterion “The lowest price offered”.

16. THE ELEMENTS OF CRITERIA BASED ON WHICH THE PURCHASER SHALL AWARD THE CONTRACT WHEN THERE ARE TWO OR MORE BIDS WITH EQUAL NUMBER OF PONDERERS OR THE SAME PRICE OFFERED

If two or more bids have the same price offered, the bid of the bidder which offered longer warranty period shall be selected as the most favourable one.

17. FULFILLING THE OBLIGATIONS ARISING FROM THE APPLICABLE REGULATIONS

When creating the bid, the Bidder is obliged to submit the statement issued under full criminal and material liability that it fulfilled the obligations arising from the applicable regulations concerning work safety, employment and working conditions, environmental protection, and also that it has no ban on performing activities that is in force at the time of the bid submission. (The Form of the Statement is attached in the Chapter XI of tender documentation).

18. THE USE OF PATENTS AND LIABILITY FOR BREACH OF PROTECTED INTELLECTUAL PROPERTY RIGHTS OF THE THIRD PARTIES

The remuneration for the use of patents, along with the liability for breach of protected intellectual property rights, is paid by the Bidder.

19. THE MANNER AND DEADLINE FOR SUBMISSION OF THE REQUEST FOR PROTECTION OF RIGHTS OF THE BIDDER

The request for protection of rights may be submitted by the Bidder, i.e. the interested party, which has the interest for the award of the Contract in the said public procurement procedure and which suffered or may suffer damage due to the act of the Purchaser contrary to the provisions of the Law.

The request for protection of rights is submitted to the Purchaser, and at the same time the copy thereof is submitted to the Republic Commission.

The request for protection of rights may be submitted during the entire public procurement procedure, against each action of the Purchaser.

The request for protection of rights which disputes the sort of procedure, content of the invitation for submission of the bid or tender documentation shall be deemed timely submitted if received by the Purchaser no later than seven days before the bid submission deadline expiry, regardless of the manner of delivery, and if the request submitter, in accordance with Article 63, Paragraph 2, indicated possible defects and irregularities to the Purchaser, and the latter failed to eliminate these.

The request for protection of rights disputing the actions undertaken by the Purchaser before the bid submission deadline expiry, and following the deadline expiry from the previous paragraph, shall be deemed timely if submitted no later than until the bid submission deadline expiry. After the decision is rendered on awarding the Contract from Article 108 of the Law on Public Procurements or the decision on suspension of the public procurement procedure from Article 109 of the Law on Public Procurements, the deadline for submitting the request

for protection of rights is 10 days since the day of publishing the decision on the Public Procurements Portal.

The request for protection of rights cannot dispute the actions of the Purchaser undertaken in the public procurement procedure if the reasons for submission thereof were or could be familiar to the submitter before the expiry of request submission deadline, and the submitter did not submit it before the expiry of that deadline.

If during the same public procurement procedure the request for protection of rights is submitted again by the same submitter, that request cannot dispute the actions of the Purchaser which were or could be familiar to the submitter when submitting the previous request.

The request for protection of rights does not reserve further actions of the Purchaser in the public procurement procedure in accordance with the provisions of Article 150 of the Law on Public Procurements.

The Purchaser publishes information on the submitted request for protection of rights on the Public Procurements Portal and on its web page no later than two days since the day of receipt thereof, containing data from the Appendix 3LJ.

The request for protection of rights must contain:

- 1) name and address of the request submitter and contact person;
- 2) name and address of the Purchaser;
- 3) data on the public procurement which is the subject to the request, i.e. on the Purchaser's decision;
- 4) breach of regulations which stipulate the public procurement procedure;
- 5) facts and evidence which prove the breach;
- 6) certification of payment of the fee from Article 156 of this Law;
- 7) signature of the request submitter.

If the submitted request for protection of rights does not contain all the mandatory elements, the Purchaser shall dismiss such request by inference.

The submitter of the request for protection of rights is obliged to pay the fee amounting to 120,000.00 Serbian Dinars on the specific account of the budget of the Republic of Serbia.

INSTRUCTION FOR PAYING THE FEE FOR SUBMISSION OF THE REQUEST FOR PROTECTION OF RIGHTS

Article 151 of the Law on Public Procurements stipulates that, among other things, the request for protection of rights must contain the certification of payment of the fee from Article 156 of the Law on Public Procurements.

The submitter of the request for protection of rights is obliged to pay on the specific account of the budget of the Republic of Serbia

the fee in the amount stipulated by Article 156 of the Law on Public Procurements.

As the certification of payment of the fee, in terms of Article 151, Paragraph 1, Point 6) of the Law on Public Procurements, the following shall be accepted:

1. Certification of payment of the fee from Article 156 of the Law on Public Procurements containing the following elements:

- (1) to be issued by the bank and to contain stamp of the bank;
- (2) to represent certification of payment of the fee, meaning that certification must contain information that the fee payment slip, i.e. money transfer order is implemented, as well as the date of order execution;
- (3) the amount of fee from Article 156 of the Law on Public Procurements, the payment of which is conducted;

- (4) number of the bank account: 840-30678845-06;
- (5) the payment code: 153 or 253;
- (6) call on number: data on the number or designation of the public procurement regarding which the request for protection of rights is submitted;
- (7) purpose: the request for protection of rights; name of the Purchaser; number or designation of the public procurement regarding which the request for protection of rights is submitted;
- (8) the beneficiary: the budget of the Republic of Serbia;
- (9) name of the payer, i.e. name of the submitter of the request for protection of rights for which the fee was paid;
- (10) signature of the authorized person of the bank.

2. Payment order, the first copy, certified with signature of the authorized person and stamp of the bank or post office, containing all the other elements from the certification of payment of the fee stated under the Point 1.

3. Certificate issued by Republic of Serbia, Ministry of Finance, Treasury, signed and certified with stamp, containing all the other elements from the certificate of payment of the fee from Point 1, except those stated under (1) and (10) for the submitters of the request for protection of rights with the open account within the corresponding consolidated treasury account, which is registered in the Treasury (budget beneficiaries, beneficiaries of funds of the organizations for mandatory social insurance and other beneficiaries of public funds);

4. Certificate issued by National Bank of Serbia, containing all the elements from certificate of payment of the fee from the Point 1, for submitters of the request for protection of rights (banks and other entities) with the open account in National Bank of Serbia in accordance with the Law and other regulations.

All instructions, as well as the examples and manner of filling the payment slip, can be seen in more detail on the official web page of Republic Commission for Protection of Rights in Public Procurements Procedures

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

20. THE DEADLINE IN WHICH THE CONTRACT SHALL BE CONCLUDED

The Purchaser shall deliver the Contract of the Public Procurement to the Bidder which is awarded the Contract within 8 days since the day of request for protection of rights submission deadline expiry.

In case only one bid is submitted, the Purchaser may conclude the Contract before the request for protection of rights submission deadline expiry, in accordance with Article 112, Paragraph 2, Point 5) of the Law.

VI FORM OF THE BID

The bid No. _____ from _____ for public procurement of the equipment for artificial snow, PP number 09/18:

1) GENERAL DATA ON THE BIDDER

<i>Name of the Bidder:</i>	
<i>Address of the Bidder:</i>	
<i>Identification Number of the Bidder:</i>	
<i>Tax Identification Number of the Bidder (TIN):</i>	
<i>Name of the contact person:</i>	
<i>Electronic address of the Bidder (e-mail):</i>	
<i>Phone:</i>	
<i>Telefax:</i>	
<i>Number of the Bidder's bank account and name of the bank:</i>	
<i>The person authorized to sign the Contract</i>	

2) THE BID IS SUBMITTED:

A) INDEPENDENTLY
B) WITH THE SUBCONTRACTOR
C) AS THE JOINT BID

Note: circle the method of the bid submission and insert data on the subcontractor, if the bid is submitted with the subcontractor, i.e. data on all participants in the joint bid, if the bid is submitted by the group of bidders

3) DATA ON THE SUBCONTRACTOR

1)	<i>Name of the Subcontractor:</i>	
	<i>Address:</i>	
	<i>Identification Number:</i>	
	<i>Tax Identification Number:</i>	
	<i>Name of the contact person:</i>	
	<i>The percentage of the total value of the procurement which will be performed by the subcontractor:</i>	
	<i>Part of the subject to the procurement which will be performed by the subcontractor:</i>	
2)	<i>Name of the Subcontractor:</i>	
	<i>Address:</i>	
	<i>Identification Number:</i>	
	<i>Tax Identification Number:</i>	
	<i>Name of the contact person:</i>	
	<i>The percentage of the total value of the procurement which will be performed by the subcontractor:</i>	
	<i>Part of the subject to the procurement which will be performed by the subcontractor:</i>	

Note:

The table "Data on the Subcontractor" shall be filled in only by the bidders that submit the bid with the subcontractor, and if there are more subcontractors than fields in the table, it is necessary to copy the said form in sufficient number of copies, to be filled in and submitted for each subcontractor.

4) DATA ON THE PARTICIPANT IN THE JOINT BID

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

Note:

The table “Data on the Participant in the Joint Bid” shall be filled in only by the bidders who submit the joint bid, and if there are more participants in the joint bid than fields in the table, it is necessary to copy the said form in sufficient number of copies, to be filled in and submitted for each participant in the joint bid.

5) DESCRIPTION OF THE SUBJECT TO THE PROCUREMENT – Equipment for artificial snow, PP number 09/18.

Number and date of the bid: _____

<p>Total price without VAT (RSD or EUR)- mark the currency</p>	<p>_____</p> <p>*the form of the price structure is the integral part of the bid</p>
<p>Equipment delivery deadline</p>	<p>_____ (<i>maximum 5 days</i>) calendar days since the day of concluding the contract.</p>
<p>Method of payment</p>	<p>The payment will be conducted upon delivery of equipment and submission of the correct invoice, based on the signed Minutes on Equipment Handover, which is to be done no later than the end of February 2019.</p>
<p>Warranty period</p>	<p>Warranty period for delivered equipment is _____ (<i>at least 24 months</i>) months since the day of equipment delivery.</p>
<p>Period of validity of the bid</p>	<p>_____ days since the day of the bid opening (<i>at least 30 days</i>).</p>

Date

The Bidder
Place for stamp

Notes:

The Bidder must fill in, certify with stamp and sign the Form of the Bid, confirming that data listed in the Form of the Bid are correct. If the joint bid is submitted by the group of bidders, the group of bidders may decide that the Form of the Bid be signed and certified with stamp by all the bidders from the group of bidders or the group of bidders may delegate one bidder from the group who will fill in, sign and certify with stamp the Form of the Bid.

VII MODEL OF THE CONTRACT

THE CONTRACT ON THE PUBLIC PROCUREMENT OF EQUIPMENT FOR ARTIFICIAL SNOW

Concluded between:

Public Enterprise “Ski Resorts of Serbia”, with business seat in Novi Beograd, 9 Milutina Milankovića St, Tax Identification Number 104521515, Identification Number 20183390, represented by General Manager Dejan Ćika (hereinafter **the Purchaser**) and

_____ with business seat in _____, address _____, Tax Identification Number: _____, Identification Number: _____, represented by CEO _____ (hereinafter **the Supplier**).

Base of the contract:

PP number: 09/18

Number and date of the Decision on Contract Award: **** from *****2018

The bid of the selected Bidder No. _____ from _____

The Parties to the Contract agree:

-that the Purchaser, based on Article 32 and 53 of the Law on Public Procurements (“the Official Gazette of Republic of Serbia”, No. 124/12, 14/15, 68/15) and the Decision on Launching the Public Procurement Procedure No. _____ from _____, 2018 performed the open procedure for the public procurement of equipment for artificial snow, number of the procurement 09/18;

that the Supplier submitted its Bid number _____ from _____, 2018, registered with the Purchaser under number *** from *** 2018, which is the integral part of this Contract and is in the annex thereof;

-that the Bid of the Supplier with the subcontractor _____, i.e. the joint bid _____

_____, is in accordance with the contract on the joint performance (*filled in only in case the Bidder performs together with the subcontractor, that is, in case of the joint bid*);

-that, in accordance with Article 108 of the Law on Public Procurements, the Purchaser rendered the Decision No.*** from *** 2018 on awarding the Contract to the Supplier for the public procurement No. 09/18.

Subject to the Contract

Article 1

Subject to this contract is procurement of equipment for artificial snow (hereinafter: Equipment), completely according to the technical specification with the price structure form and the Supplier Bid No. _____ from _____2018, registered with the Purchaser under number **** from *****2018, which are the integral part of this contract and are in the appendix thereof.

The Price

Article 2

The total agreed price of equipment for artificial snow from Article 1 of the Contract is determined in the Bid of the Supplier and amounts to _____ Dinars/Euro without VAT, or _____ Dinars/Euro with VAT.

The total agreed price is fixed.

The price includes all costs of the Supplier in implementation of this Contract.

Method of payment

Article 3

The Purchaser will pay the agreed price from Article 2 of this Contract by transferring the assets to the Supplier's account number _____ in _____ bank, upon delivery of equipment and submission of the correct invoice, based on the signed Minutes on Equipment Handover, which is to be done no later than the end of February 2019.

Warranty period

Article 4

Warranty period for delivered equipment is _____ (*at least 24 months*) months since the day of equipment delivery and signing of Minutes on Quantitative and Qualitative Acceptance of Equipment.

On the day of signing Minutes on Quantitative and Qualitative Acceptance of Equipment, the Supplier is obliged to hand over to the Purchaser all documents confirming that guarantee was provided on delivered equipment in the agreed period.

Deadline and Place of Delivery

Article 5

Deadline for equipment delivery is _____ (*maximum 5 days*) of calendar days since the day of signing the Contract. The Supplier bears the risk of accidental permanent damage of objects to the place of delivery.

The place of equipment delivery is Ski Centre Kopaonik.

Means of Financial Security

Article 6

The Supplier is obliged to hand over the bank guarantee for good performance in the amount of 10% of the value of the Contract without VAT and with a validity period 30 (thirty) days longer than signing Minutes on Handover of Equipment within 3 days since the day of signing this Contract. The bank guarantee must be irrevocable, unconditional, without right to objection and payable upon first call and for the benefit of the Purchaser.

Upon handover of equipment, the Supplier is obliged to submit to the Purchaser the bank guarantee for removal of errors in the warranty period in the amount of 5% of the value of the Contract without VAT and with validity period 30 days longer than the agreed warranty period. The bank guarantee must be irrevocable, unconditional, without right to objection and payable upon first call and for the benefit of the Purchaser.

The guarantee for removal of errors in the warranty period may be collected by the Purchaser if the Supplier fails to start removing defects within 7 days since the day of receipt of the Purchaser's written request.

If during this Contract for any reason deadlines for fulfilment of contractual obligations are changed, the Supplier is obliged to prolong validity of the bank guarantee.

In case of termination of validity period of the bank guarantees while performance of works which are the subject to this Contract is in progress, the Supplier is obliged to prolong, at its own expense, the validity period of the bank guarantees.

Obligations of the Supplier

Article 7

The Supplier is obliged to:

- deliver equipment fully in accordance with the technical features from tender documentation;
- secure and protect agreed equipment from damage during delivery;
- in case the Purchaser initiates a claim regarding delivered equipment of inadequate quality, the Supplier is obliged to replace equipment within 7 working days.
- During equipment delivery, the Supplier is obliged to train the Purchaser's employees to handle delivered equipment;
- The Supplier is obliged, during warranty period, to provide hotline support to the Purchaser 00-24 hours a day, in the winter season, and in case of required intervention to answer the Purchaser's call within 24 hours from the call.
- **Along with equipment, the Supplier should also deliver:**
 - set of tools (standard and special tools), along with set of spare parts.
 - spare parts catalogues.
 - user's manuals for all parts of the system in printed and electronic form.
 - user's manual for technical maintenance of equipment and installations of plant for artificial snowmaking with calendar of technical maintenance and lists of oils and lubricants with corresponding substitutions and detailed description of all maintenance actions, in printed and electronic form.
 - user's manuals for maintenance of equipment, in printed and electronic form.

Obligations of the Purchaser

Article 8

The Purchaser is obliged to:

- appoint the representative who will sign Minutes on Quantitative and Qualitative Acceptance of Equipment from Article 1 of the Contract;
- conduct payment pursuant to Article 3 of the Contract;
- communicate and cooperate with the Supplier upon delivery of equipment which is the subject to the Contract.

Liquidated Damages and Damage Compensation

Article 9

If the Supplier fails to deliver equipment by the deadline stipulated by Article 5 of this Contract, it is obliged to pay to the Purchaser liquidated damages in the amount of 5% of the value of equipment which is delivered late, for each day of delay.

The calculation of the penalty, i.e. liquidated damages, shall be delivered to the Supplier by the Purchaser, together with the document entitled "The Statement of Offsetting - Compensation" in two copies.

The Supplier is obliged to return one certified copy of "The Statement of Offsetting - Compensation" to the Purchaser. Upon receiving the certified copy, the Purchaser shall pay the decreased invoice for the calculated penalties.

If the damage suffered by the Purchaser due to the Supplier's failure to fulfil contractual obligations or due to delay in fulfilling contractual obligations by the Supplier is greater than the amount of liquidated damages, the Purchaser has the right to remainder up to the complete damage compensation, no greater than the amount of the Contract value.

Quantitative and Qualitative Acceptance of Equipment

Article 10

Equipment must be completely new and unused, without any damage or defects and it must fully comply with technical and technological norms and characteristics pursuant to the submitted bid and technical specification from the public procurement procedure.

Quantitative and qualitative acceptance of the subject to the Contract is performed in the place of the Purchaser by its representative and in the presence of the Supplier's representative.

Upon quantitative and qualitative handover, the representatives of the Purchaser and the Supplier create Minutes which they sign and certify. If delivered equipment complies with the technical specification and this Contract, the Purchaser's representative confirms the dispatch note with signature, stamp and words "Accepted".

If stated equipment does not correspond to the quality and agreed quantity stipulated in the technical specification and this Contract, the Purchaser will not accept equipment and will create Complaint Minutes, which it will deliver to the Supplier immediately upon identification of defects. The Supplier is obliged to deliver equipment pursuant to the Bid and this Contract upon acceptance of Complaint Minutes, no later than within 7 (seven) days.

In case of visible defects which were not detected upon acceptance of equipment, the Purchaser will submit complaint with Complaint Minutes to the Supplier upon identification of defects, no later than within 3 (three) days since the day of acceptance of equipment. The Supplier is obliged to remove defects or to replace equipment with defects with new one no later than within 7 (seven) days since the day of acceptance of complaint.

In case of all identified faults - hidden defects which were not detected upon acceptance of equipment, the Purchaser will submit complaint with Complaint Minutes to the Supplier, no later than within 8 (eight) days since identification of defects. The Supplier is obliged to remove defects or to replace equipment with defects with new one no later than within 7 (seven) days since the day of acceptance of complaint.

Termination of Contract

Article 11

The Purchaser reserves the right to unilateral termination of this Contract if the Supplier is late with delivery for more than 3 (three) days regarding the deadline stipulated in Article 5 of this Contract, fails to deliver the ordered quantity or goods of usual quality and if, for any reason, the Purchaser no longer demands the subject to this Contract.

Disputes

Article 12

The Parties to the Contract agreed to amicably settle all potential disputable issues arising from this Contract. In case of dispute, the Commercial Court in Belgrade shall be competent.

Final Provisions

Article 13

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

The law of Republic of Serbia shall be the governing law.

The provisions of the Law on Contracts and Torts and other regulations stipulating this area shall be applied to all that is not determined by this Contract.

Article 14

This Contract was made up of 4 (four) identical copies, 2 (two) of which are for both Parties to the Contract.

**FOR THE SUPPLIER
GENERAL MANAGER**

**FOR THE PURCHASER
GENERAL MANAGER**

Dejan Čika

NOTE - this model of the Contract is the content of the Contract which shall be concluded with the selected Bidder.

The Bidder is obliged to fill in, certify with stamp and sign the last page of the model of the Contract. If the Bidder fails to sign the last page of the model of the Contract, the Bid shall be rejected as unacceptable in terms of the provisions of Article 106, Paragraph 1, Point 5) of the Law on Public Procurements.

VIII FORM OF PRICE STRUCTURE WITH INSTRUCTION FOR FILLING IN

The Bidder must fill in, certify with stamp and sign the Form of the Bid, confirming that data listed in the Form of the Bid are correct.

By signing this Form the Bidder confirms that offered equipment completely fulfils all requirements from the technical specification of this tender documentation and that such offered equipment will be delivered.

1	2	3	4	5	6
Reference Number	Name of Goods	Unit of Measurement	Quantity	Price per Unit of Measurement (without VAT)	Price per Unit of Measurement x Quantity (without VAT)
1.	Equipment for artificial snow - cannons	pieces	20		
VAT:					
Potential other accompanying costs (import, customs, insurance...)					
Total with costs and VAT:					

DATE

The place for stamp

THE BIDDER

Signature of the responsible person

1. In column 5 insert - Price per Unit of Measurement, without VAT
2. In column 6 insert - Price for the Requested Quantity Without VAT, VAT and with VAT

X FORM OF THE STATEMENT OF THE INDEPENDENT BID

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

**STATEMENT
OF THE INDEPENDENT BID**

Under full material and criminal liability, I confirm that I independently submitted the Bid in the procedure of public procurement of equipment for artificial snow, PP number 09/18, without consultations with other bidders or the interested parties.

Date:

The place for stamp

The Bidder's signature

Note: in case of reasonable doubt regarding the truthfulness of the statement of the independent bid, the Purchaser shall promptly inform the organization competent for protection of competition thereof. The organization competent for protection of competition may ban the Bidder or the interested party to participate in the public procurement procedure if it establishes that the Bidder or the interested party breached competition in the public procurement procedure in terms of the law regulating protection of competition.

If the bid is submitted by the group of bidders, the Statement must be signed by the authorized person of each bidder from the group and certified with stamp.

**XI FORM OF THE STATEMENT OF FULFILLING THE OBLIGATIONS FROM
ARTICLE 75 PARAGRAPH 2. OF THE LAW**

Concerning Article 75, Paragraph 2 of the Law on Public Procurements, as the Bidder's representative I give the following

STATEMENT

In the procedure of public procurement of equipment for artificial snow, PP number 09/18, the Bidder.....*[insert the name of the Bidder]*, fulfilled the obligations arising from the applicable regulations concerning work safety, employment and working conditions, environmental protection, and it has no ban on performing activities that is in force at the time of the bid submission.

Date:

The place for stamp

The Bidder's signature

*Note: **If the bid is submitted by the group of bidders,** the Statement must be signed by the authorized person of each bidder from the group and certified with stamp.*

**REFERENCE LIST OF THE BIDDER
(additional conditions under point 1)**

Ref.No.	Name and seat of the reference purchaser - the reference purchaser	Contact person, phone, e-mail	Number, date of the Contract and year of the Contract implementation	NAME OF THE REFERENCE JOB AND NUMBER OF DELIVERED CANNONS
1				Name: Number of delivered cannons:
2				Name: Number of delivered cannons:
4				Name: Number of delivered cannons:
4				Name: Number of delivered cannons:

Date:

The place for stamp

The Bidder's signature

Note: The Purchaser reserves the right to verification of data from reference list and the right to request additional information and data.

**CERTIFICATION
OF IMPLEMENTATION OF THE CONTRACT**

Name of the Purchaser	
Seat	
Street and number	
Phone and e-mail address	
Identification Number	
TIN	
The authorized person for representation and position	

certifying that

_____ for us in the year _____ (*insert the year*) **delivered** _____ **artificial snow cannons** (*insert the number*) based on the Contract No. _____ concluded on _____.

The certificate is issued upon request of _____ for the purpose of participation in the open public procurement procedure with the Purchaser PP "Ski Resorts of Serbia" - equipment for artificial snow, No. of the procurement 09/18, for which the invitation for submission of the bids was published on Public Procurements Portal on 21.03.2018. and cannot be used for other purposes.

That data are correct is confirmed by the following signature and stamp

The Purchaser

Place: _____ The place for _____
Date: _____ stamp (signature of the authorized person and stamp)

Note:

This Form is to be reproduced and submitted with the Bid, in the manner requested in tender documentation.