

## TENDER DOCUMENTATION

### **THE PUBLIC PROCUREMENT ENLARGEMENT OF THE ARTIFICIAL SNOWMAKING SYSTEM OF EXTENDED SLOPE GVOZDAC, WITH “TURN-KEY” PRINCIPLE**

### **THE NEGOTIATION PROCEDURE WITHOUT PUBLICATION OF NOTIFICATIONS FOR BIDS SUBMISSION THE PUBLIC PROCUREMENT No. 64/16**

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Deadline for the bid submission:	08.11.2016 until 12 PM
The bid opening:	08.11.2016 at 12:30 PM

**October 2016**

Based on the Article 36, Paragraph 1, Point 2 of the Law on Public Procurements (“The Official Gazette of the Republic of Serbia” No. 124/12, 14/15, 68/15, hereinafter: the Law), the Article 5 of the Rule Book on the mandatory tender documentation elements in public procurement procedures and the method of condition fulfillment proving (“The Official Gazette of the Republic of Serbia” No. 86/15), the Decision on the initiation of the public procurement procedure number 3264 and the Decision on the formation of the Public Procurement Commission No. 3264/1 of September 26, 2016,

**TENDER DOCUMENTATION**  
**in the negotiation procedure without publication of notifications for the public procurement No. 64/16 bids submission was prepared.**

Tender documentation contains:

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## ***I GENERAL INFORMATION ON THE PUBLIC PROCUREMENT***

### **1. Information on the Contracting authority**

The Contracting authority:..... Public Enterprise “Ski Resorts of Serbia”  
Address:..... 9 Milutina Milankovića St., Novi Beograd  
Web page:..... [www.skijalistasrbije.rs](http://www.skijalistasrbije.rs)

### **2. Sort of the public procurement procedure**

The said public procurement shall be performed in the negotiation procedure without publication of notifications for bids submission, pursuant to the Law and bylaws stipulating public procurements.

The base for the application of the negotiation procedure with publication of notifications for bids submission:

The Article 36, Paragraph 1, Point 2) of the Law on Public Procurements prescribes that the Contracting authority may perform the negotiation procedure without publication of notifications for bids submission if, due to technical, i.e. artistic reasons of the subject to the public procurement or the reasons related to the exclusive rights protection, the public procurement may be performed only by the specific bidder.

Based on the Article 36, Paragraph 2 of the Law on Public Procurements, before initiating the said procedure, the Contracting authority requested the opinion of the Public Procurement Office regarding the adequacy of the application of the negotiation procedure and received a positive opinion number 404-02-1044/16 of May 13, 2016.

### **3. The subject to the public procurement**

**The subject to the public procurement are the works** - enlargement of the artificial snowmaking system of extended slope Gvozdac, with “turn-key” principle.

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

Contact service: Public Procurements Department, [daliborka.vukojevic@skijalistasrbije.rs](mailto:daliborka.vukojevic@skijalistasrbije.rs)

## ***II INFORMATION ON THE SUBJECT TO THE PUBLIC PROCUREMENT***

### **1. The subject to the public procurement**

**The subject to the public procurement are the works:** enlargement of the artificial snowmaking system of extended slope Gvozdac, with “turn-key” principle

Designation from the general procurement dictionary:

Designation from the general procurements dictionary: DA17 Project “Turn-key”; 3170000 electronic, electromechanical and electro-technical material; 42957000 parts of spraying machines

### **2. Parties**

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

### ***III SORT, TECHNICAL PROPERTIES, QUALITY, QUANTITY AND DESCRIPTION OF GOODS, DEADLINE AND THE PLACE OF GOODS DELIVERY***

#### **III TECHNICAL SPECIFICATION OF THE PUBLIC PROCUREMENT**

Subject: Enlargement of the artificial snowmaking system of extended slope Gvozdac with “turn-key” principle

Location: Ski Center Kopaonik

The subject to the public procurement is enlargement of the artificial snowmaking system of extended slope Gvozdac, with “turn-key” principle in Ski Center Kopaonik

The subject to the public procurement encompasses:

1. The creation of technical documentation,
2. The delivery of goods,
3. The construction of the artificial snow production system on ski slope Gvozdac.

**Technical documentation is to be created in three stages, namely:**

#### **The first stage:**

- Preparatory works:
  - field visit
- Geotechnics/geophysics
  - The investor shall submit to the selected bidder geotechnical and geophysical research of the nearest locality.
- The creation of Preliminary project.

**Note:** The selected bidder is obliged to perform corrections of Preliminary Project pursuant to the procedure with competent authorities in the procedure of location conditions obtaining.

Upon obtaining **location conditions**, the following is to be done:

#### **The second stage:**

The creation of Preliminary Project along with Feasibility Study, pursuant to location conditions, which has to contain the attachments, assuming the Preliminary Project level with defined ski slope route, which will serve for the investor to obtain positive opinion of the Review Commission etc. Preliminary Project is to be done with particular reference to more detailed bill of quantities, i.e. the assessed value of the works projected. Preliminary Project

must be approved by the Contracting authority and in accordance with the procedure with competent authorities in the procedure of the Review Commission positive opinion obtaining.

The creation of the Study on environment impact assessment encompasses: the preparation of request for decision on the necessity of creation and content of the Study on environment impact assessment, the creation of the Study if decided on necessity, participation in the public review procedure and public debate and the creation of the final version of the Study upon the Technical Commission report. The service provider is obliged to perform its service in accordance with the Law on Environment Impact Assessment (Official Gazette of the Republic of Serbia, No. 135/04 and 36/09). The Study on impact assessment is to be submitted in analogue and digital form in five copies.

**Note:** If the competent authority renders a decision that it is not necessary to create the Study, it shall not be created.

Pursuant to the Article 131 of the Law on Planning and Construction, Preliminary Project and Feasibility Study are subject to revision (expert control) of the Commission formed by the minister responsible for the construction jobs. The designer is obliged to act upon all remarks by the Investor and competent institutions. The obligation of the Implementer is to perform all corrections in the documentation within 15 days.

### **The third stage:**

Upon obtaining positive opinion of the Review Commission, the Project for construction permit should be done along with the Project for implementation, which has to contain all attachments and calculations required on that level pursuant to the Law on Planning and Construction, the Law on Public Ski Resorts, the Law on Roads, applicable regulations and codes of practice, as well as all the elements necessary for precise and clear implementation. In this stage the designer is obliged to act upon all remarks by the Review Commission on the second stage documentation. The obligation of the Implementer is to perform all corrections in the documentation within 15 days.

The obligation of the Implementer is to engage independent construction company for the performance of technical control of the Main Project. The Contracting authority gives its consent for choice of construction company performing technical control.

The Implementer is obliged to cooperate with competent organizations and enterprises during the creation of documentation, as well as to deliver data to the Contracting authority on time. Designing is to be done in cooperation with the Contracting authority.

The project documentation is to be created entirely according to the applicable legislation, standards and normatives related to the said project.

### **Method of documentation delivery**

All the projects are to be done in 4 (four) original, signed and hard covered copies, for the Investor, and one copy is to be handed over to the Investor in electronic form at CD in the open dwg format with the situational overview in the state coordinate system and in the form necessary for the electronic request submission in unique procedure.

Upon completion of the works the following is to be submitted:

- a) The structure project, for the purposes of obtaining use permit, the structure use and maintenance.
- b) An elaboration of geodetic works, for the purpose of issuing use permit and registration in Cadastre.

### **Method of documentation delivery**

All the projects are to be done in 4 (four) hard covered copies, for the Investor, and one copy is to be handed over to the Investor in electronic form at CD in the open dwg format with the situational overview in the state coordinate system and in the form necessary for the electronic request submission in unique procedure.

**The equipment delivery:** For the said route of ski slope Gvozdac, in overall length of cca 410 m, all the necessary equipment for the system enlargement is to be provided and delivered to the FCO Kopaonik.

**The construction of the artificial snow production system on ski slope Gvozdac:** On the said route of ski slope Gvozdac, in overall length of cca 410 m, all the necessary works are to be performed on the construction of the system of pipeline, water and air, electricity and data transmission, connection to the existing system on the manhole 6011, installation of the provided devices for the artificial snow production, connection to Atass Plus and starting the system.

### **General conditions:**

- a) The offered installation and equipment for the artificial snow production must be designed to satisfy request for snowmaking of the said ski slope, in overall length of cca 410 m and overall width of cca 50 m, in the most optimal way.
- b) The equipment must be projected to ensure the use of the said system in low temperatures, to guarantee continual work of the system up to maximum 100 (one hundred) hours, whereby the said route snow coverage of minimal thickness of 30 cm will be achieved. The condition is that all the said and offered machines for artificial snow production must work simultaneously at the temperature of  $-5^{\circ}\text{C}$ . The snowmaking surface means the said route surface, which is  $20.500\text{ m}^2$ .
- c) The offered equipment must be manufactured in the EU countries, and all the materials - parts of the equipment and system must be created according to the DIN and EA standards;
- d) The artificial snow production system must work completely automatically and integrated with pump station, central air compressor, water cooling system, electric supply, as well as with the program for control and monitoring of the entire system;
- e) The artificial snow production system must take into consideration short time span adequate for snowmaking in accordance with the rise of average temperature: the system that is being delivered must be designed to work immaculately at border-line temperatures, so that all the system components satisfy the condition of short duration of maintenance period, along with the time necessary to set the system for the purpose of starting;

- f) The designed equipment should be the product of optimal combination of investment, exploitation costs and functionality;
- g) The offered equipment must be designed and built according to the highest standards of nature and environment, which means that the equipment does not produce harmful losses of hard, liquid or gaseous substances and that the system does not produce noise higher than 65 dB at the 50 m distance;
- h) The quality of the produced snow must satisfy the highest standards;
- i) The system should provide the possibility of production of various snow quality, and user can request the possibility of quality control of the produced snow depending on the request;
- j) The parameters in projecting the snowmaking system must be optimal in accordance with default slopes and properties of the site;
- k) to ensure remote control of the automatic system from the bidder's service center;
- l) There must be the unified list of spare parts for different types of launchers and snow cannons;
- m) Protective mats for all the devices for the artificial snow production must be delivered, as well as for hydrants and other overground parts of the system which can jeopardize the user's safety;
- n) Voltage drop in each energetic cable of the snow production system must be lower than 4%.

### **Technical conditions for the devices and equipment**

1. The devices for artificial snow production:
  - a) All potentially offered cannons for artificial snow production must be equipped with water filter;
  - b) All potentially offered cannons must work automatically;
  - c) All potentially offered fixed cannons for artificial snow production must be equipped with air from the central compressor;
  - d) The setup of the quality of the produced snow in several quality degrees must be enabled on potentially offered cannons for artificial snow production;
  - e) All potentially offered fixed cannons must have the possibility of automatic movement around the axis. Automatic regulation of horizontal and vertical position of the cannon must be enabled;
  - f) All potentially offered fixed cannons must have the possibility of control via the existing bluetooth device. Otherwise all the existing fixed device must be additionally equipped so as to be controlled via the newly offered bluetooth device;
  - g) All potentially offered cannons must have turbines of minimal power ratings of 12,5 kW;
  - h) All potentially offered fixed cannons must be protected from the impact of dust and moist (IP), together with towers where they are located;
  - i) All the offered launchers for artificial snow production must be equipped with water filter;
  - j) All potentially offered launchers must work automatically;
  - k) The valve block must be assembled outside the manhole, directly on the launcher post;



- l) All potentially offered launchers must be fixed and supplied with air from the central compressor;
- m) Each potentially offered launcher must independently regulate water flow depending on the wet thermometer temperature;
- n) The setup of the quality of the produced snow in several quality degrees must be enabled on potentially offered launchers for artificial snow production;
- o) All potentially offered launchers must have working pressure of water between 12 and 50 bar. In case of working pressure above 50 bar, the bidder must envisage the pressure reduction valve;
- p) In all potentially offered launchers, electric board and water filter must be located outside the manhole;
- q) Each potentially offered launcher must have the possibility of own hydraulic height setup with the mechanical blockage system;
- r) Each potentially offered launcher must have its own communication box and electric board;
- s) Each potentially offered launcher must have the light which can be easily switched off from electric board;
- t) The main water valve in the manhole must be coupled with the main water pipe by a special flange;
- u) There must be a manual valve for emergency closure in the air joint in the manhole;
- v) Each potentially offered launcher must have the appropriate degree of protection from penetration of dust and moist (IP).

## **2. Pipes**

- a) Self-anchoring pipes of molten steel must be installed according to the EN 545 standard. The allowed pressure in pipes must be officially confirmed by the manufacturers thereof. The maximum flow speed inside pipe must not exceed 2 m/s. The minimal pipe diameter cannot be smaller than DN80. The envisaged pipes must have special and fast couplers;
- b) Curves and special parts must be made of molten steel according to the standards ISO 2531 and EN 545;
- c) The bidder must secure at least 2 (two) kits of special tools for coupling the calculated pipe diameter;
- d) The bidder must secure at least 2 (two) quick connectors more than the required number for coupling the iron molten pipes for each offered diameter;
- e) The overall length of pipeline and air network in the bid must correspond with the state displayed in the situational plan.

## **3. Power cables and data transmission cables**

- a) The price of each offered cable must be given with additional metal connectors, calculated at the end of 2016. The material price variation must be included in the offered price;
- b) The use of the cables stated below is allowed:
  - The energetic aluminum cable must be used for the devices for snow production;
  - Cross-section of the cannons cable must be  $3 \times 240 \times 120 \text{ mm}^2$ , and of the same or similar properties as the existing one;
  - Cross-section of the launchers cable must be  $4 \times 25 \text{ mm}^2$ , and of the same or similar properties as the existing one;
  - Different cable phases must be marked with different colors;
  - The cables must be ready for direct installation in trench;
- c) For the complete energy supply system, thermomagnetic switches with residual current protective device must be envisaged. The use of ordinary switches is unacceptable;
- d) Energy cables must be dimensioned so that voltage drop is no higher than 4% in none of them;
- e) In order to ensure the automatic mode of all snow machines and machine halls, the data transmission cable must be installed;
- f) The offered data transmission cable must have 8 (eight) single-core cables of minimal sinew cross-section of  $1 \text{ mm}^2$ .
- g) Single-core cables must be colored in clearly defined colors;
- h) Single-core cables must have double protection (isolation);
- i) The isolation of data transmission cables must be of polyethylene (PE), with isolation class no less than 0.6/1 kV;
- j) Data transmission cables must be installed in special cable canals (pipes), in the ground, in the area with very high humidity and low temperature;
- k) The earthing of all metal parts of the system that are normally not under voltage, and may come under voltage due to malfunction or mistake, must be ensured, i.e. the permanent electrical continuity between metal parts and earthing system must be ensured.

### **Obligations of the bidder**

1. The bidder is obliged to submit the following within tender documentation:
  - a) Master plan of the offered system with all technical details in analogue and digital form in open format;
  - b) Technical specification of the offered equipment and the devices from which the quantity and type of the offered equipment can undeniably be determined, in accordance with Master plan and according to the default conditions;
  - c) Dynamic plan of the Contract implementation.

### **2. The bidder is obliged to include the following in the bid:**

- a) The price of complete artificial snowmaking system, with all the elements, materials and equipment (installations) which will be installed on the parity of CIP “Technical base” of PE Ski Resorts of Serbia;
- b) The price for construction, electro-assembly and mechanical works on the construction of the artificial snowmaking system;
- c) The price of creation of the above stated technical documentation;

**3. The selected bidder is obliged to submit the following:**

- a) All the required certificates and attests, i.e. guarantees on the product quality;
- b) All the required measurements, examinations and tests until final starting of the artificial snowmaking system are conducted by the bidder-deliverer of the equipment and is obliged to deliver all the minutes and findings recorded during measurements and tests in the original form, with the original signature of the authorized persons (submitting the list of authorized persons according to function and expertise for the team conducting examinations and starting the artificial snowmaking system, which is the subject to this public procurement);
- c) The bidder is obliged to accept the competencies of the supervisory authority prescribed by the law, which is ensured by the Contracting authority in the Law on Planning and Construction.
- d) Along with the artificial snowmaking system, the bidder is obliged to submit the following catalogues:
  - spare parts catalogue (mechanical part);
  - spare parts catalogue (electrical part);
  - the Supplier’s spare parts catalogue.
 The catalogues must be submitted in English language in printed and electronic form in two copies;
- e) Along with the artificial snowmaking system, the bidder is obliged to submit the following:
  - manuals for operating all parts of the system;
  - manual for technical maintenance of the equipment and installation of the artificial snowmaking system (the equipment manufactured by the bidder and the one manufactured by the bidder’s equipment suppliers).
 The manuals must be submitted in Serbian and English language in printed and electronic form in two copies.

**4. The selected bidder is obliged:**

- a) to ensure technical support during the entire warranty period after starting the system;
- b) to implement the works that are subject to this public procurement pursuant to the applicable laws and bylaws of the Republic of Serbia, technical documentation, regulations, standards and codes of practice;
- c) to submit the insurance policies for the insurance of the structure under construction and insurance from liability to third parties and structures to the Contracting authority without delay, within 15 days since the conclusion of the Contract

- a) to mark the structures, route and other construction elements in presence of the Contracting authority's representative;
- b) to perform all the required detailed geodetic shootings in the procedure of the creation of technical documentation;
- c) to submit the geodetic shooting of the seen state of the artificial snowmaking system certified by the competent service of the Republican Geodetic Authority of the Republic of Serbia to the Contracting Authority within 30 days since the signing of minutes on handover - in analogue and digital form;
- d) to keep records of the construction site documentation and ensure the proof of quality of the works implemented, installed materials, installations and equipment;
- e) to remove all the damage it causes during the works on the system construction and assembly;
- f) to maintain the construction site and regularly remove all waste material during the works;
- g) to return the site to its original state following the completion of works;
- h) to drain all torrents and wet spots along the route by all required technical measures;
- i) to ensure presence and participation of its representatives during the works until starting the system;
- j) to ensure presence and participation of its representatives in the work of the Structure Technical Inspection Commission;
- k) to remove all drawbacks upon remarks of the Technical Inspection Commission in the prescribed deadline;
- l) to remove all drawbacks that arise in the warranty period in accordance with the Contract.
- m) to submit the geodetic shooting of the seen state of the artificial snowmaking system certified by the competent service to the Contracting Authority within 30 days since the signing of minutes on handover - in analogue and digital form;
- n) Geodetic works and services
- o) the Deliverer has to implement geodetic works pursuant to the Law on Planning and Construction and the Law on Cadastre and State Survey;
- p) for the purposes of obtaining the use permit, to submit the certified geodetic shooting of the structure and elaboration of geodetic works for the structure and separate parts thereof to the Contracting authority (2 copies in analogue and digital form);
- q) for the purposes of registration of the change in real estate cadastre, to submit the appropriate elaboration to the competent cadastre service and to the Contracting authority as well (one identical copy).

The Contracting authority shall appoint the person in PE "Ski Resorts of Serbia" to whom the bidder shall submit the above mentioned documentation.

### **Obligations of the Investor**

- to ensure the location for the receipt of the delivered equipment before assembly

- to report the beginning of the structure construction pursuant to the Article 148 of the Law on Planning and Construction (“Official gazette of the Republic of Serbia”, No. 72/09)
- to introduce the Supplier to the job
- to ensure expert supervision for the structure construction pursuant to the Article 153 of the Law on Planning and Construction (“Official gazette of the Republic of Serbia”, No. 72/09)

**Surveys:**

- *Addendum no. 1:* The situational overview of the ski slope Gvozdac

#### **IV THE PRICE STRUCTURE FORM**

<b>REF.NO.</b>	<b>THE POSITION DESCRIPTION</b>	<b>PRICE without VAT</b>	<b>PRICE with VAT</b>
<b>1</b>	<b>THE EQUIPMENT PRICE</b>		
1.1	The delivery of the water transport pipeline to all machines for snow production on the said location;		
1.2	The delivery of the high thrust air transport pipeline from the compressing facility to all machines for snow production on the said location - if the bidder opted for such technical solution;		
1.4	The delivery of the buttsplice pipeline for installation of the cables;		
1.5	The delivery of the cables;		
1.6	The delivery of the manholes for installation of the devices for artificial snow production, with all the necessary parts, heaters etc.;		
1.7	The delivery of the manholes with valves;		
1.9	The delivery and upgrading of the data transmission system;		
1.10	The delivery for the devices for artificial snow production, according to the technical solution;		
1.11	The delivery of protective mats for the devices for artificial snow production;		
1.12	The set of installation spare parts worth 2% of the overall agreed value;		
1.13	The tool set;		
1.14	Other necessary equipment (quote individual items included in this position);		
<b>THE EQUIPMENT TOTAL:</b>			



## ***V CONDITIONS FOR PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE BASED ON THE ARTICLES 75 AND 76 OF THE LAW AND INSTRUCTION FOR PROVING THE FULFILLMENT OF THESE CONDITIONS***

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

- 1.1.** The right to participate in the said public procurement procedure has the bidder which fulfills **the mandatory conditions** for participation in the public procurement procedure stipulated by the Article 75 of the Law, precisely:
- 1) that it is registered with the competent authority, i.e. registered in the appropriate register (*Article 75, Paragraph 1, Point 1) of the Law*);
  - 2) that, along with its legal representative, was not convicted for some of criminal acts as a member of the organized crime group, that is not convicted for criminal acts against economy, criminal acts against environment, criminal act of accepting or giving bribe, criminal act of fraud (*Article 75, Paragraph 1, Point 2) of the Law*);
  - 3) that it paid all due taxes, contributions and other charges pursuant to the regulations of the Republic of Serbia or the foreign country while it has business seat on the territory thereof (*Article 75, Paragraph 1, Point 4) of the Law*);
  - 4) When composing the bid, the bidder is obliged to explicitly state that it abided by the obligations arising from the applicable regulations regarding work safety, employment and working conditions, environment protection, as well as that it has no ban on performing activities that is in force at the time of the bid submission (*Article 75, Paragraph 2 of the Law*);
- 1.2.** If the bidder submits the bid along with the subcontractor, pursuant to the Article 80 of the Law, the subcontractor must fulfill the mandatory conditions from the Article 75, Paragraph 1, Point 1) to 4) of the Law.
- 1.3.** If the group of bidders submits the bid, each bidder from the group of bidders must fulfill the mandatory conditions from the Article 75, Paragraph 1, Point 1) to 4) of the Law.

### ***2. INSTRUCTION FOR PROVING THE FULFILLMENT OF THESE CONDITIONS***

The fulfillment of **the mandatory conditions** for participation in the said public procurement procedure is proved by the bidder by delivering the following:

- 1)** The condition from the Article 75, Paragraph 1, Point 1) of the Law - **Proof:** The excerpt from the register of Business Register Agency, i.e. the excerpt from the register of the competent Commercial Court;



- 2) The condition from the Article 75, Paragraph 1, Point 1) of the Law - **Proof: Legal entities**: 1) The excerpt from the criminal records, i.e. the certification of the **Basic Court** in the area of which the business seat of the domestic legal entity is located, i.e. the business seat of the branch or the branch office of the foreign legal entity, which certifies that the legal entity was not convicted for criminal acts against economy, criminal acts against environment, criminal act of accepting or giving bribe, criminal act of fraud.

**Note:** If the certification of the Basic Court does not include data from the criminal records for criminal acts in competence of the regular criminal department of The Higher Court, apart from the Basic Court certification, it is also necessary to submit 1) **THE HIGHER COURT CERTIFICATION** in the area of which the business seat of the domestic legal entity is located, i.e. the business seat of the branch or the branch office of the foreign legal entity, which certifies that the legal entity was not convicted for criminal acts against economy and criminal act of giving bribe; 2) the excerpt from the criminal records of **The Special Organized Crime Department of the Higher Court in Belgrade**, which certifies that the legal entity was not convicted for any of organized crime criminal acts; 3) the excerpt from the criminal records, i.e. the certification of **the competent Police Department of the Ministry of Interior** which certifies that the legal representative of the bidder was not convicted for criminal acts against economy, criminal acts against environment, criminal act of accepting or giving bribe, criminal act of fraud and any of organized crime criminal acts (request may be submitted according to the birthplace or the place of residence of the legal representative). If the bidder has more than one legal representative, it is obliged to submit proof for each of them.

**Entrepreneurs and individuals**: The excerpt from the criminal records, i.e. certification of **the competent Police Department of the Ministry of Interior** which certifies that an individual is not convicted for any of criminal acts as a member of organized crime group, that they are not convicted for criminal acts against economy, criminal acts against environment, criminal act of accepting or giving bribe, criminal act of fraud (request may be submitted according to the birthplace or the place of residence).

**The proof cannot be older than two months before the opening of the bids;**

- 3) The condition from the Article 75, Paragraph 1, Point 1) of the Law - **Proof: Legal entities**: Certifications of the Commercial and Misdemeanor Court that it is not banned from performing the activities, or certification of Business Registers Agency that it is not registered with that authority, that it is banned from performing the activities as a company, which is in force at the time of publication of notifications for the bid submission; **Entrepreneurs**: Certification of the Misdemeanor Court that it is not banned from performing the activities, or certification of Business Registers Agency that it is not registered with that authority, that it is banned from performing the activities as a company, which is in force at the time of publication of notifications for the bid submission; **Individuals**: Certification of the Misdemeanor Court that it is not banned from performing the specific activities.

**The proof cannot be older than two months before the opening of the bids;**

- 4) The condition from the Article 75, Paragraph 1, Point 1) of the Law - **Proof:** The certification of the Tax Administration of the Ministry of Finance that it paid due

taxes and contributions and the certification of the competent local government administration that it paid its liabilities based on original local public incomes or the certification of the Privatization Agency that the bidder is in the process of privatization.

**The proof cannot be older than two months before the opening of the bids;**

- 5) *The condition from the Article 75, Paragraph 1, point 2 - **Proof:** The signed and certified Form of statement (The Form of statement, given in the chapter XII).* The statement must be signed by the authorized person of the bidder and certified with 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 of bidders and certified with stamp.

If the bid is submitted by the group of bidders, for each member of the group the bidder is obliged to submit the stated proofs that it fulfills the conditions from the Article 75, Paragraph 1, Point 1) to 4).

If the bidder submits the bid along with the subcontractor, for the subcontractor the bidder is obliged to submit the proofs that it fulfills the conditions from the Article 75, Paragraph 1, Point 1) to 4) of the Law.

The bidder may submit the aforesaid proofs of the fulfillment of the conditions in the form of uncertified copies, and before the decision is due, the Contracting authority may ask the bidder, the bid of which is estimated to be the most favorable based on the public procurement reports, to submit the original or certified copy of all or certain proofs.

If the bidder fails to submit the original or certified copy of the requested proofs within the adequate time limit, which can be no shorter than 5 days, the Contracting authority shall dismiss its bid as unacceptable.

The bidders registered in the Bidders Register with Business Registers Agency and which is available on the web page of Business Registers Agency are not obliged to prove the fulfillment of the mandatory conditions when submitting the bid, pursuant to the Article 78 of the Law on Public Procurement.

The Contracting authority shall not refuse the bid as an unacceptable if it does not contain the proof prescribed in tender documentation, if the bidder provides the web page where information requested within the conditions is publicly available.

If the proof of the fulfillment of the conditions is an electronic document, the bidder submits the copy of the electronic document in writing, pursuant to the Law defining the electronic document, unless it submits the electronic bid when the proof is submitted in the original electronic form.

**If in the country where the bidder has the business seat the requested proofs are not issued, instead of proofs, the bidder may submit its written statement, provided under the full criminal and material liability, certified in the court or administrative organ, public notary or other competent authority of that country.**

**If the bidder has the business seat in other country, the Contracting authority may check whether the documents proving the fulfillment of the requested conditions by the bidder are issued by the competent authorities of that country.**

The bidder is obliged to inform the Contracting authority in writing of any change regarding the fulfillment 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.

## ***VI THE ELEMENTS OF THE CONTRACT TO BE NEGOTIATED AND THE METHODS OF NEGOTIATING***

The subject to negotiating are all the offered unit prices.

The negotiating procedure shall be approached right after the bid opening, with the authorized representative of the bidder that submitted the bid. The negotiating shall be conducted in two rounds, until the bidder offers its final price.

Before the negotiating process, the bidder's representative must submit the written authorization to be present during the procedure of the bids opening and the authorization to negotiate to the Commission, certified and signed by the legal representative of the bidder.

If the authorized representative of the bidder fails to be present during the negotiating procedure, the price listed in the submitted bid shall be deemed his final price.

The Contracting authority reserves the right to try to conduct the negotiating via email, if he estimates that it is necessary, even though the authorized representative of the bidder is not present during the negotiating procedure.

During the negotiating procedure, price higher than the one listed in the submitted bid cannot be offered.

During the negotiating procedure, the Contracting authority is obliged to ensure that the agreed price is not higher than the comparable market price and to check the quality of the subject to the procurement with due care.

The Contracting authority is obliged to keep the minutes on the negotiating.

## ***VII INSTRUCTION FOR THE BIDDERS HOW TO CREATE A BID***

### ***1. INFORMATION ON LANGUAGE IN WHICH THE BID MUST BE WRITTEN***

The bidder submits the bid in **Serbian and/or in English language**.

**The proofs of the fulfillment of the mandatory conditions in the public procurement procedure must be translated into Serbian language by the authorized court interpreter.**

Tender documentation is made in Serbian and English language.

In case of discrepancy, the Serbian version of tender documentation shall prevail.

### ***2. METHOD IN WHICH THE BID MUST BE WRITTEN***

The bid is submitted by the bidder directly or via mail in closed envelope or box, in such a manner that, during opening, the bid can certainly be ascertained to be opening for the first time.

Insert the name and address of the bidder at the back of envelope or box.

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

The bid is to be delivered on the following address: PE "SKI RESORTS OF SERBIA", 9 Milutina Milankovića St., 11070 Novi Beograd, with a note: "The bid for the public procurement - enlargement of the artificial snowmaking system for the extended slope Gvozdac, with "turn-key" principle, PP no. 64/16 - DO NOT OPEN". The bid shall be considered timely if it is received by the Contracting authority until the bids submission deadline expiry **08.11.2016 until 12 PM, local time. The bid opening and negotiating is on the same day 08.11.2016, starting at 12:30 PM.**

Following the receipt of the specific bid, the Contracting authority shall note the time of receipt on envelope, i.e. box where the bid is located, and shall also record the number and date of the bid in the order of arrival. If the bid is delivered directly, the Contracting authority shall hand over the certification of receipt of the bid to the bidder. The Contracting authority shall insert the date and hour of receipt of the bid in certification of receipt.

The bid which is not received by the Contracting authority in the deadline prescribed for the bid submission, i.e. which is received following the expiry of the day and hour until which the bids may be submitted, shall be deemed untimely.

The bid must contain:

- The form of the bid (filled in, certified with stamp and signed)
- The proofs of the fulfillment of conditions from the Article 75 of the Law on Public Procurements, listed in instruction how to prove the fulfillment of conditions from the Article 75;
- The price structure form (filled in, certified with stamp and signed)
- The form of the statement of the independent bid (filled in, certified with stamp and signed)
- The form of the statement of observation of the obligations from the Article 75, Paragraph 2 of the Law (filled in, certified with stamp and signed)
- The model of the Contract, filled in, signed, certified with stamp.

### **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 deadline for the bid submission, the bidder may change, amend or revoke its bid by the method designed 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 delivered on the following address: PE Ski Resorts of Serbia, 9 Milutina Milankovića St., Novi Beograd, with a note:

“Change of the public procurement bid, PP no. 64/16 - DO NOT OPEN” or

“Amendment of the public procurement bid, PP no. 64/16 - DO NOT OPEN” or

“Revocation of the public procurement bid, PP no. 64/16 - DO NOT OPEN” or

“Amendment of the public procurement bid, PP no. 64/16 - DO NOT OPEN”.

Insert the name and address of the bidder at the back of envelope or box. In case that the bid is submitted by the group of bidders, it is necessary to indicate on envelope that it is the group of bidders and to insert the names and addresses of all participants in the joint bid.

Following the expiry of the bids submission deadline, the bidder cannot withdraw nor change its bid.

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

The bidder may submit only one bid.

The bidder which submitted the bid independently cannot participate in the joint bid or as the subcontractor at the same time, nor can the same person participate in different joint bids.

In the form of the bid (chapter **VIII**) 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 **VIII**) that it submits the bid with the subcontractor, the percentage of the overall value of the procurement which will be entrusted to the subcontractor, and which cannot be higher than 50%, as well as part of the subject to the procurement which will be performed via 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 on the Public Procurement is concluded between the Contracting authority and the bidder which submits the bid with the subcontractor, that subcontractor shall be listed in the Contract on the Public Procurement as well.

The bidder is obliged to submit the proofs of the fulfillment of the conditions stated in the chapter V of tender documentation for the subcontractors, pursuant to the instruction for proving the fulfillment of the conditions.

The bidder is entirely accountable to the Contracting authority for the execution of the obligations from the public procurement procedure, i.e. the execution of the contractual obligations, regardless of the number of the subcontractors.

The bidder is obliged to enable the Contracting authority, upon the latter's request, the access to the subcontractor for the confirmation of the fulfillment of the requested conditions.

## **8. THE JOINT BID**

The bid may be submitted by the group of bidders.

If the bid is submitted by the group of bidders, the integral part of the joint bid must be the agreement by which bidders from the group mutually and for the Contracting authority are obliged to execute the public procurement, which necessarily contains information from the Article 81, Paragraph 4 of the Law, precisely information on:

- member of the group who will be the contractor, i.e. who will submit the bid and who will represent the group of bidders in front of the Contracting authority,
- description of works of each of the bidders from the group of bidders in execution of the Contract.

The group of bidders is obliged to submit the written statement of the fulfillment of the conditions stated in the chapter V of tender documentation, pursuant to the instruction for proving the fulfillment of the conditions.

The bidders from the group of bidders are indefinitely accountable to the Contracting authority.

## **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**

Advance 25%, after the submission of the bank guarantee for the advance refund.

65% after the completion of the works, based on the submitted correct bill and signed minutes on the handover of the works.

The remaining 10% after the use permit obtaining.

### **9.2. Requests regarding warranty period**

Warranty period is stated in the form of the bid by the bidder.

Warranty period cannot be shorter than 48 months, otherwise the bid shall be refused as unacceptable.

### **9.3. Request regarding deadline and place of delivery**

The deadline for submission of technical documentation, by stages:

Documentation from the stage 1:

15 days since the date of creating conditions for the beginning of the creation of documentation, which will be the subject to minutes on introduction to the job.



Documentation from the stage 2:

10 days since obtaining location conditions.

Documentation from the stage 3:

10 days since obtaining positive opinion of the Review Commission.

**Deadline for the completion of works:**

30 days since the day of introduction to the job, which will be the subject to minutes on introduction to the job of work implementation. The day of signing the minutes shall be deemed the day of introduction to the job of work implementation.

The place of delivery and implementation of works is the Ski Center Kopaonik.

**9.4. Request regarding the period of validity of the bid**

The period of validity of the bid can be no shorter than 30 days since the day of the bids opening.

In case of expiry of the period of validity, the Contracting authority is obliged to request the prolongation of the period of validity of the bid in writing.

The bidder which accepts the request for the prolongation of the period of validity of the bid cannot change the bid.

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

The price is stated in Serbian Dinars, RSD. The Contracting authority allows the bidder to state the price in Euros. For the conversion in RSD the appropriate foreign exchange rate of the National Bank of Serbia on the day when the bid opening started shall be used.

The price includes the price of goods and delivery thereof at the parity of CIP Kopaonik.

The price is fixed and unchangeable.

***II. INFORMATION ON SORT, CONTENT, METHOD OF SUBMISSION, AMOUNT AND DEADLINES OF ENSURANCE OF THE FULFILLMENT OF THE BIDDER'S OBLIGATIONS***

**The bidder whose bid is selected as the most favorable one** should submit the following means of security addressed on the Contracting authority:

**the original bank guarantee for advance refund** within 8 days since the date of conclusion of the Contract, in the amount of the agreed advance, with validity period until the completion of the job, i.e. signing the minutes on the handover.

**the original bank guarantee for good performance** within 8 days since the date of conclusion of the Contract, in the amount of 10% of the agreed price, with validity period of 30 days longer than signing the minutes on the handover.

**the original bank guarantee for elimination of errors** in the warranty period, at the moment of signing of the minutes on the handover, at the amount of 10% of the agreed price, with the validity period of 5 days longer than the warranty period.

The bank guarantee must be unconditional and payable upon the first notification.

## ***12. THE PROTECTION OF CONFIDENTIALITY OF INFORMATION WHICH THE CONTRACTING AUTHORITY PUTS AT THE BIDDERS' DISPOSAL, INCLUDING THEIR SUBCONTRACTORS***

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

## ***13. ADDITIONAL INFORMATION OR CLARIFICATIONS REGARDING PREPARATION OF THE BID***

The interested party may, in writing, via mail on the Contracting authority's address or via electronic mail [daliborka.vukojevic@skijalistasrbije.rs](mailto:daliborka.vukojevic@skijalistasrbije.rs) request additional information or clarifications regarding the preparation of the bid, no later than 5 days before the expiry of the deadline for the bid submission and may inform the Contracting authority of potential drawbacks and irregularities in tender documentation.

Within 3 (three) days since the day of date of reception of the request for additional information or clarifications in tender documentation, the Contracting authority shall publish the response at the Portal of public procurements and at its web page.

Additional information or clarifications are referred to with note "Request for additional information or clarifications in tender documentation, PP No. 64/16".

If the Contracting authority changes or amends tender documentation 8 or less days before the expiry of the bids submission deadline, it is obliged to prolong the bids submission deadline and publish notification of the bids submission deadline prolongation.

Following the bids submission deadline expiry the Contracting authority cannot change or amend tender documentation.

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

The communication in the public procurement procedure is maintained exclusively in the method stipulated by the 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 Contracting authority may in writing request the bidder additional explanations that will help it with inspection, evaluation and comparison of the bids, and may exert control (insight) with the bidder, i.e. its subcontractor (Article 93 of the Law);

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

The Contracting authority may, with the consent of the bidder, execute corrections of the calculation errors detected during the bid consideration following the finalized opening procedure.

In case of difference between the unit and overall price, the unit price shall prevail.

If the bidder does not consent with correction of the calculation errors, the Contracting authority shall refuse its bid as unacceptable.



#### ***15. THE ELEMENTS OF THE CONTRACT TO BE NEGOTIATED AND THE METHODS OF NEGOTIATING***

The subject to negotiating are the unit prices of the spare parts.

The negotiating procedure shall be approached right after the bid opening, with the authorized representative of the bidder that submitted the bid. The negotiating shall be conducted in two rounds, until the bidder offers its final price.

Before the negotiating process, the bidder's representative must submit the written authorization to be present during the procedure of the bids opening and the authorization to negotiate to the Commission, certified and signed by the legal representative of the bidder.

If the authorized representative of the bidder fails to be present during the negotiating procedure, the price listed in the submitted bid shall be deemed his final price.

The Contracting authority reserves the right to try to conduct the negotiating via email, if he estimates that it is necessary, even though the authorized representative of the bidder is not present during the negotiating procedure.

During the negotiating procedure, price higher than the one listed in the submitted bid cannot be offered.

During the negotiating procedure, the Contracting authority is obliged to ensure that the agreed price is not higher than the comparable market price and to check the quality of the subject to the procurement with due care. The Contracting authority is obliged to keep the minutes on the negotiating.

#### ***16. 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 CRITERIA***

“The lowest price offered”

#### ***17. THE ELEMENTS OF CRITERIA BASED ON WHICH THE CONTRACTING AUTHORITY SHALL AWARD THE CONTRACT IN SITUATION WHEN THERE ARE TWO OR MORE BIDS WITH EQUAL NUMBER OF PONDERS OR THE SAME PRICE OFFERED***

Not applicable in the said public procurement procedure.

#### ***18. OBSERVING THE OBLIGATIONS ARISING FROM THE APPLICABLE REGULATIONS***

Within its bid, the bidder is obliged to submit the statement made under full criminal and material liability that it observed all obligations arising from the applicable regulations regarding work safety, employment and working conditions, environment protection, and also to guarantee that it is the intellectual property rights holder. (The form of the statement is attached in the chapter **XII** of tender documentation).

#### ***19. 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.

## **20. METHOD AND DEADLINE FOR SUBMISSION OF THE REQUEST FOR PROTECTION OF THE RIGHTS OF THE BIDDER**

The request for protection of rights may be submitted by the bidder, i.e. the interested party, which has an 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 Contracting authority against the provisions of the Law.

The request for protection of rights is submitted to the Contracting authority, and the copy thereof is submitted to the Republican Commission at the same time.

The request for protection of rights may be submitted during the entire public procurement procedure, against each action of the Contracting authority, unless stipulated otherwise by the Law.

The request for protection of rights which disputes the sort of procedure, content of the bid submission notification or tender documentation shall be deemed timely if received by the Contracting authority no later than seven days before the bid submission deadline expiry, regardless of the method of delivery, and if the request submitter, pursuant to the Article 63, Paragraph 2 of the Law, indicated possible drawbacks and irregularities to the Contracting authority, and the Contracting authority failed to eliminate these.

The request for protection of rights disputing the actions taken by the Contracting authority before the bid submission deadline expiry, following the deadline expiry from the Paragraph 3 of the Article 149 of the Law on Public Procurement, shall be deemed timely if submitted no later than until the bid submission deadline expiry.

After the decision is rendered on granting the Contract and suspension of the procedure, the deadline for submitting request for protection of rights is ten days since the day of publication of the decision on the Portal of public procurements. The request for protection of rights cannot deny the actions of the Contracting authority taken in the public procurement procedure if the reasons for its submission were or could be familiar to the submitter of the request before the expiry of deadline for request submission from Paragraphs 3 and 4 of this Article, and the request 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 deny the actions of the Contracting authority which were or could be familiar to the request submitter when submitting the previous request.

The request for protection of rights does not reserve further actions of the Contracting authority in the public procurement procedure pursuant to provisions of the Article 150 of the Law on Public Procurements.

The Contracting authority publishes information on the submitted request for protection of rights on the Portal of public procurements and on its web page no later than within two days since the day of the receipt thereof, containing information from the Attachment ZLJ.

Request for protection of rights must contain:

- 1) name and address of the submitter and contact person;
- 2) name and address of the Contracting authority
- 3) information on the public procurement which is subject to request, i.e. on the decision of the Contracting authority;
- 4) breach of regulations which stipulate the public procurement procedure;
- 5) facts and proofs which prove the breach;

- 6) certification of payment of the fee from the Article 156 of this Law;
- 7) the submitter's signature.

**If the submitted request for protection of rights fails to contain all the mandatory elements, the Contracting authority shall dismiss such a request by inference.**

The submitter of request for protection of rights is obliged to pay the fee amounting to 60.000 RSD on the specific account of the budget of the Republic of Serbia.

All instructions, along with examples and method of filling in the payment slip, can be seen on the official web page of the Republican Commission for Protection of Rights in Public Procurement Procedures

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

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

The complete instruction for paying the fee can be seen on the website of the Republican Commission for Protection of Rights, link:

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

#### ***21. THE DEADLINE IN WHICH THE CONTRACT SHALL BE CONCLUDED***

The Contracting authority shall deliver the Contract on 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.

## VIII THE FORM OF THE BID

The bid no. \_\_\_\_\_ of \_\_\_\_\_ for the public procurement - enlargement of the artificial snowmaking system of extended slope Gvozdac, with “turn-key” principle, PP number 64/16.

### 1) GENERAL INFORMATION ON THE BIDDER

Name of the bidder:	
Address of the bidder:	
Registration Number of the bidder:	
Tax Identification Number of the bidder (TIN):	
Name of the contact person:	
Electronic address of the bidder (e-mail):	
Phone:	
Telefax:	
Number of the bidder's account and name of the bank:	
The authorized person for the Contract execution:	

### 2) THE BID IS SUBMITTED:

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

*Note: circle the method of the bid submission and write down information on the subcontractor, if the bid is submitted along with the subcontractor, i.e. information on all participants of the joint bid, if the bid is submitted by the group of subcontractors*

3) The bid no. \_\_\_\_\_ of \_\_\_\_\_ for the public procurement - enlargement of the artificial snowmaking system of extended slope Gvozdac, with “turn-key” principle, PP number 64/16.

The overall price without VAT	
Deadline and payment method	Advance 25%, after the submission of the bank guarantee for the advance refund. 65% after the completion of the works, based on the submitted correct bill and signed minutes on the handover of the works. The remaining 10% after the use permit obtaining.
The completion of works deadline	The deadline for submission of technical documentation, by stages: Documentation from the stage 1: 15 days since the date of creating conditions for the beginning of the creation of documentation, which will be the subject to minutes on introduction to the job. Documentation from the stage 2: 10 days since obtaining location conditions. Documentation from the stage 3: 10 days since obtaining positive opinion of the Review Commission. <b>Deadline for the completion of works:</b> 30 days since the day of introduction to the job, which will be the subject to minutes on introduction to the job of work implementation. The day of signing the minutes shall be deemed the day of introduction to the job of work implementation.
Warranty period	
The location of delivery and works	Ski Center Kopaonik
The bid validity period	_____ days ( <i>at least 30</i> ) since the day of the bid opening.

Date

M.P.

Bidder

-----

-----

The bidder must fill in, certify with stamp and sign the form of the bid, which certifies that information listed in the form of the bid is correct. If the bidders submit the joint bid, the group of bidders may decide that all bidders from the group of bidders fill in and certify the form of the bid with stamp, or the group of bidders may delegate one of the bidders to fill in, sign and certify the form of the bid with stamp.

**4) INFORMATION ON THE SUBCONTRACTOR**

1)	Name of the subcontractor:	
	Address:	
	Registration number:	
	Tax Identification Number:	
	Name of the contact person:	
	The percentage of the overall value of the procurement performed by the subcontractor:	
	Part of the subject to the procurement performed by the subcontractor:	
2)	Name of the subcontractor:	
	Address:	
	Registration number:	
	Tax Identification Number:	
	Name of the contact person:	
	The percentage of the overall value of the procurement performed by the subcontractor:	
	Part of the subject to the procurement performed by the subcontractor:	

**Note:**

The “Information on the subcontractor” table is filled in only by those bidders that submit the bid with the subcontractor, and if there are more subcontractors than fields in the table,

*the aforesaid form is necessary to multiply in a sufficient number of copies, fill in and submit for each subcontractor.*

**5) INFORMATION ON THE PARTICIPANT IN THE JOINT BID**

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

**Note:**

*The “Information on the participant in the joint bid” table is filled in only by those bidders that submit the joint bid, and if there are more participants than fields in the table, the aforesaid form is necessary to multiply in a sufficient number of copies, fill in and submit for each bidder that is the participant in the joint bid.*





## **X THE FORM OF THE STATEMENT OF THE INDEPENDENT BID**

Pursuant to the Article 26 of the Law, \_\_\_\_\_,  
(Name of the bidder)  
provides:

### **THE STATEMENT OF THE INDEPENDENT BID**

Under full criminal and material liability I confirm that I independently submitted the bid in the public procurement procedure of enlargement of the artificial snowmaking system of extended slope "Gvozdac" with "turn-key" principle, PP number 64/16, without agreement with other bidders or interested parties.

Date:

M.P.

The bidder's signature

---

*Note: in case of reasonable doubt regarding the truthfulness of the statement of the independent bid, the Contracting authority shall promptly inform the organization in charge of competition protection. The organization in charge of competition protection may impose the ban from participation in the public procurement procedure to the bidder or the interested party if it determines that the bidder, i.e. the interested party, harmed competition in the public procurement procedure in terms of the laws prescribing competition protection.*

**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 of bidders and certified with stamp.**

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

Regarding the Article 75, Paragraph 2 of the Law on Public Procurements, as the bidder's representative I provide a following

**THE STATEMENT**

The bidder \_\_\_\_\_ [insert name of the bidder] in the public procurement procedure - enlargement of the artificial snowmaking system of extended slope "Gvozdac" with "turn-key" principle, PP number 64/16, observed the obligations arising from the applicable regulations concerning work safety, employment and working conditions, environment protection and I guarantee that we have no ban on performing activities which is in force at the time of the bid submission.

Date	M.P.	Bidder
_____		_____

***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 of bidders and certified with stamp.***

## **XII THE MODEL OF THE CONTRACT ON THE PUBLIC PROCUREMENT, 64/16**

Concluded between:

**Public enterprise “Ski Resorts of Serbia”**, Novi Beograd, 9 Milutina Milankovića St., Tax Identification Number 104521515, represented by acting manager Dejan Ćika (hereinafter: the Contracting authority),

and

\_\_\_\_\_, with business seat in \_\_\_\_\_, address \_\_\_\_\_, Tax Identification Number \_\_\_\_\_, represented by \_\_\_\_\_ (hereinafter: the Supplier)

The Parties to the Contract agree that:

- The Contracting authority performed the negotiating procedure without publication of notification for the bids submission for the public procurement enlargement of the artificial snowmaking system of extended slope “Gvozdac” with “turn-key” principle, PP number 64/16, based on the Article 36, Paragraph 1, Point 2 of the Law on Public Procurements and positive opinion of Public Procurement Office No. 404-02-1044/16 of May 13, 2016;
- In the negotiating procedure of the public procurement No. 64/16 the Supplier submitted the bid No. ---- of ---- 2016, registered with the Contracting authority under the number ---- of ---- 2016;
- On ---- 2016, the Contracting authority rendered a decision No. \*\*\* on awarding the Contract to the Supplier for the public procurement enlargement of the artificial snowmaking system of extended slope “Gvozdac” with “turn-key” principle, PP number 64/16.

### **Subject to the Contract**

#### **Article 1**

Subject to this Contract is enlargement of the artificial snowmaking system of extended slope “Gvozdac” with “turn-key” principle, completely in accordance with tender documentation and the Supplier’s bid No. ----- of ----- 2016, representing the integral part of this Contract and is in the attachment thereof.

### **Price**

#### **Article 2**

The overall price of subject to the Contract from the Article 1 is \_\_\_\_\_ EUR/RSD without VAT, i.e \_\_\_\_\_ EUR/RSD with VAT, in accordance with the price structure form, which is the integral part of this Contract and is in the attachment thereof.

The price from the Article 1 of this Contract includes:

- the price of complete artificial snowmaking system, with all the elements, materials and equipment (installations) which will be installed on the parity of CIP “Technical base” of

PE Ski Resorts of Serbia;

- the price for construction, electro-assembly and mechanical works on the construction of the artificial snowmaking system;
- the price of creation of technical documentation and
- all the accompanying costs in the realization of this Contract.

The overall price from the Article 1 of this Contract is fixed and shall not be changed.

The Supplier has no right to request additional payments for unforeseen works.

### **Method of Payment**

#### **Article 3**

The payment of the agreed price from the Article 2, Paragraph 1 of this Contract shall be performed by the Contracting authority in the following manner:

- Advance amounting to 25% of the overall agreed price, which is \_\_\_\_\_ RSD/EUR without VAT, after submitting the bank guarantee for the return of advance and submitting advance account;
- 75% of the overall agreed price, which is \_\_\_\_\_ RSD/EUR, after completion of all the works that are subject to this Contract, based on submitted correct bill and signed minutes on handover of the works implemented;
- The remaining 10% after the use permit obtaining.

Potential exchange rate differences that occur during the implementation of this Contract are at the expense of the Supplier.

### **The Means of Financial Security**

#### **Article 4**

Within 8 days since the day of signing this Contract, the Supplier is obliged to hand over the bank guarantee to the Contracting authority, at the amount of the agreed advance, with validity period of at least 30 days (thirty) longer than signing the minutes of handover of the works implemented, which must be unconditional and payable at first demand, for the benefit of the Contracting authority.

Within 8 days since the day of signing this Contract, the Supplier is obliged to hand over the bank guarantee for good performance to the Contracting authority, at the amount of 10% of the Contract value and with validity period of at least 30 days (thirty) longer than signing the minutes of handover of the works implemented, which must be unconditional and payable at first demand, for the benefit of the Contracting authority.

Within 8 days since the day of signing this Contract, the Supplier is obliged to deliver the original of the bank guarantee for elimination of errors in the warranty period to the Contracting authority, at the moment of signing of the minutes on the handover, at the amount of 10% of the overall agreed price, with the validity period of 30 days longer than the warranty period.

The Contracting authority can pay the guarantee for elimination of errors in the warranty period if the Supplier fails to start eliminating errors within 5 days since the day of receipt of the written request by the Contracting authority or the User.

In case of conditions for the prolongation of the deadline for completion of works, the Supplier is obliged to prolong the validity of the bank guarantee at its own expense.

### **Deadlines**

#### **Article 5**

## **I The creation of technical documentation deadlines:**

### **Documentation from the stage 1:**

15 days since the date of creating conditions for the beginning of the creation of documentation, which will be the subject to minutes on introduction to the job. The day of signing the minutes shall be deemed the day of introduction to the job.

### **Documentation from the stage 2:**

10 days since obtaining location conditions.

### **Documentation from the stage 3:**

10 days since obtaining positive opinion of the Review Commission.

## **II Deadline for the completion of works:**

30 days since the day of introduction to the job, which will be the subject to minutes on introduction to the job of work implementation. The day of signing the minutes shall be deemed the day of introduction to the job of work implementation.

## **Prolongation of Deadline**

### **Article 6**

The Supplier has a right to prolong the deadline from the Article 5 of this Contract in the following cases:

- if natural causes having the Force Majeure character occur;
- if emergency events regarding defense of the country occur;
- due to termination of working caused by an act of the competent authority, for which the Supplier is not liable;
- due to acting of the competent authorities when issuing the required permits, consents or other documents.

The agreed deadline is prolonged when the Parties to the Contract achieve written agreement on it in the form of Annex to this Contract.

In case of weather conditions objectively preventing the implementation of agreed works at the location during the Contract implementation, the Parties to the Contract reserve the right to consensually prolong the deadline for implementation of works.

The day of signing the minutes on handover shall be deemed the day of handover.

All the deadlines must be in accordance with General Dynamic Plan, which is in the attachment of this Contract and is the integral part thereof.

For each day of delay in completion of the agreed jobs, regarding the agreed deadlines from the Article 1 and the Paragraph 2 of this Article, the Supplier is obliged to pay liquidated damages amounting to 0.5%, per day of delay, of the overall agreed price from the Article 2, Paragraph 1 of this Contract, given that the maximum amount of liquidated damages cannot exceed 30% of the overall agreed price.

## **Receipt of the Equipment**

### **Article 7**

The Contracting authority is obliged, through its authorized representative, to promptly determine the quality of the equipment and accompanying elements after the quantitative receipt thereof, as soon as possible according to regular state of affairs, and to inform the Supplier of visible drawbacks in writing within 8 days since the day of receipt.

When it comes to the hidden drawback, the Contracting authority is obliged to inform the Supplier in writing within 8 days since the day of detection of the drawback.

If some damage is determined on the equipment and accompanying elements, or that some part or quantity is missing, the Contracting authority shall create the minutes on it together with the Supplier's representative and send reclamation.

The Supplier is obliged to promptly deliver new parts of the requested equipment and accompanying elements on the CIP parity upon each written reclamation at its own expense, or to promptly start removing damages and to deliver and install the equipment and installations without drawbacks to the Contracting authority at least 10 days since the day of reclamation receipt.

Due to the detected drawback of the equipment and accompanying parts, the Contracting authority can:

- request that the Supplier remove drawbacks or deliver other proper equipment 10 (ten) days since the day of reclamation receipt, whereby previously delivered improper equipment shall be put at the Supplier's disposal;
- terminate the Contract and put the delivered equipment at the Supplier's disposal, whereby the Supplier is obliged to reimburse all the damage that the Contracting authority suffered thereto;
- request the damage compensation that the Contracting authority suffered due to failure to remove drawbacks in the agreed deadline by the Supplier.

### **Minutes on the Handover of Implemented Works**

#### **Article 8**

The Parties to the Contract bind themselves to perform the handover following the completion of all the works from the Article 1 of this Contract in the procedure which shall be performed with the Handover Commission, where the representatives of the Parties to the Contract and expert review shall be members thereof.

The deadline in which the handover shall be performed will be determined by the decision on formation of the Commission, rendered by the Contracting authority.

The Commission makes the minutes on the handover of implemented works.

The costs of the handover are borne by the Parties to the Contract, each for its own representatives.

### **Technical Inspection**

#### **Article 9**

When the Supplier informs the Contracting authority in writing that it completed all the works from the Article 1 of this Contract, the Contracting authority enables the Technical Inspection Commission which will inspect the installed equipment and implemented works and compose the Report-minutes on technical inspection.

The Supplier is obliged to remove all the drawbacks at the Commission's order at its own expense within the deadline left to it in writing by the Technical Inspection Commission.

### **Obligations of the Contracting Authority**

#### **Article 10**

The Contracting authority binds itself to perform the following:

- to ensure the location for the receipt of the delivered equipment before assembly
- to report the beginning of the structure construction pursuant to the Article 148 of the Law on Planning and Construction ("Official gazette of the Republic of Serbia", No. 72/09)
- to introduce the Supplier to the job

- to ensure expert supervision for the structure construction pursuant to the Article 153 of the Law on Planning and Construction (“Official gazette of the Republic of Serbia”, No. 72/09)

## **Obligations of the Supplier**

### **Article 11**

#### **1. The Supplier is obliged:**

- a) to submit all the required certificates and attests, i.e. guarantees on the product quality;
- b) to perform all the required measurements, surveys and tests until final starting of the artificial snowmaking system and is obliged to submit all the minutes and findings keeping during measurement and test in the original form, with the original signature of the authorized persons
- c) The Supplier is obliged to accept the competencies of the supervisory authority prescribed by the law, which is ensured by the Contracting authority in the Law on Planning and Construction.
- d) Along with the artificial snowmaking system, the Supplier is obliged to submit the following catalogues:
  - spare parts catalogue (mechanical part);
  - spare parts catalogue (electrical part);
  - the Supplier’s spare parts catalogue.The catalogues must be submitted in English language in printed and electronic form in two copies;
- e) Along with the artificial snowmaking system, the Supplier is obliged to submit the following:
  - manuals for operating all parts of the system;
  - manual for technical maintenance of the equipment and installation of the artificial snowmaking system; The manuals must be submitted in Serbian and English language in printed and electronic form in two copies.
- f) to ensure technical support during the entire warranty period after starting the system;
- g) to implement the works that are subject to this public procurement pursuant to the applicable laws and bylaws of the Republic of Serbia, technical documentation, regulations, standards and codes of practice;
- h) to submit the insurance policies for the insurance of the structure under construction and insurance from liability to third parties and structures to the Contracting authority without delay, within 15 days since the conclusion of the Contract

#### **2. In addition to the obligations from the Point 1 of this Article of the Contract, the Supplier is obliged:**

- a) to mark the structures, route and other construction elements in presence of the Contracting authority’s representative;
- b) to perform all the required detailed geodetic shootings in the procedure of the creation of technical documentation;
- c) to submit the geodetic shooting of the seen state of the artificial snowmaking system certified by the competent service of the Republican Geodetic Authority of the Republic of Serbia to the Contracting Authority within 30 days since the signing of minutes on handover - in analogue and digital form;



- d) to keep records of the construction site documentation and ensure the proof of quality of the works implemented, installed materials, installations and equipment;
- e) to remove all the damage it causes during the works on the system construction and assembly;
- f) to maintain the construction site and regularly remove all waste material during the works;
- g) to return the site to its original state following the completion of works;
- h) to drain all torrents and wet spots along the route by all required technical measures;
- i) to ensure presence and participation of its representatives during the works until starting the system;
- j) to ensure presence and participation of its representatives in the work of the Structure Technical Inspection Commission;
- k) to remove all drawbacks upon remarks of the Technical Inspection Commission in the prescribed deadline;
- l) to remove all drawbacks that arise in the warranty period in accordance with the Contract.

### **Expert Supervision**

#### **Article 12**

Expert supervision of the works from the Article 1 of this Contract is ensured by the Contracting authority.

The Contracting authority is obliged to abide by the competencies of the expert supervision prescribed by the law, in terms of the Article 153 of the Law on Planning and Construction ("Official Gazette of the Republic of Serbia, 79/02).

### **Guarantee**

#### **Article 13**

The Supplier provides guarantee for the equipment - system for the period of ---- months, starting from the date of signing the minutes on the handover of the works implemented.

The Supplier provides guarantee for the equipment - system for the period of ---- years, starting from the date of signing the minutes on the handover of the works implemented.

The Supplier is obliged to submit all guarantee certificate for the installed devices and equipment to the Contracting authority on the day of signing the minutes on handover of the works.

The Supplier guarantees that installations and equipment shall be made of first-class materials, new and unused, and that it shall be in accordance with quality standards and specifications stated in this Contract upon installation.

Upon notification of the Supplier and at its own expense, the Supplier is obliged to deliver and replace the malfunctioning parts or sets or those the functionality of which is reduced free of charge, and also to remove all other defects arising from unsolid work and the use of non-quality materials, as well as to remove all damages caused by these defects.

The Supplier's guarantee does not refer to those parts which undergo normal wearing, along with all defects that arise due to incompetent operation or maintenance.

The guarantee implies safe and functional operation of the installation in the warranty period, with clearly defined list of parts which are included in the warranty period;



## **Insurance**

### **Article 14**

Before commencement of the works, the Supplier is obliged to secure the works, material and equipment from the usual risks for the benefit of the Contracting authority to their full value (insurance of the structure under construction) and to submit the original insurance policies to the Contracting authority, with validity period for the whole works implementation period, overall according to the applicable regulations.

The Supplier is obliged to take all the necessary measures of work safety and fire protection.

The Supplier is obliged to submit the original insurance of liability to third parties and structures policies to the Contracting authority before introduction to the job, with validity period in accordance with the applicable regulations.

If the system handover deadline is prolonged, the Supplier is obliged to submit the original insurance policies from the Paragraphs 1 and 3 of this Article before the expiry of the agreed deadline, with the new insurance period.

## **Unilateral Termination**

### **Article 15**

The Contracting authority has a right to unilaterally terminate the Contract in the following cases:

- if the Supplier is significantly late with deadlines compared to the agreed dynamics and does not take appropriate measures to shorten and eliminate delays;
- if the Supplier implements works incompetently and inadequately;
- if the Supplier does not implement works in accordance with all provisions of this Contract;
- if, for unreasonable reasons, the Supplier stops construction works or the equipment delivery and fails to continue with these within 7 days, or if the Supplier waives further works, i.e. delivery;
- if objective circumstances arise which prevent the Contract from being implemented;
- if the Parties to the Contract are consent that objective circumstances arose during the works, particularly regarding the competent authorities and institutions acting, which the Parties to the Contract objectively could not influence, and which vitally influence the Contract execution;
- if the need of the Contracting authority for the subject to this Contract ceases to exist for whatever reasons.

The Contract is terminated by the written statement of will, which has to contain the reason for termination, with notice period of 15 calendar days since the day of the statement delivery to the other Party to the Contract.

In case of the Contract termination, the Supplier is obliged to ensure the implemented works and the installed equipment from decay.

If the Contracting authority suffers damage due to non-fulfillment of contractual obligations, which is caused by the Supplier, the Supplier is obliged to remunerate damage to the Contracting authority in entirety.

## **Material Law**

### **Article 16**

The law of the Republic of Serbia is deemed a material law.

For all that is not stipulated by this Contract, the provisions of the Law on Contracts and Torts of the Republic of Serbia and the regulations that stipulate the matter of this Contract, which were in force in the Republic of Serbia on the day of the conclusion of this Contract, shall apply.

### **Judicial Competence**

#### **Article 17**

The Parties to the Contract shall strive to settle all potential disputes by mutual agreement, otherwise disputes shall be resolved by the competent court in Belgrade, the Republic of Serbia.

### **The Language of the Contract**

#### **Article 18**

This Contract is made up in Serbian and English language.

In case of discrepancy between the Serbian and the English version of the Contract, the version of the Contract made up in Serbian language shall prevail.

The language of communication, as well as the accompanying correspondence between the Parties to the Contract, shall be Serbian or English language.

#### **Article 19**

The Contract comes into force on the day of signing by all Parties to the Contract.

#### **Article 20**

This Contract is made in 6 (six) identical copies, 2 (two) of which is retained by each Party to the Contract.

**FOR THE SUPPLIER**

**FOR THE CONTRACTING AUTHORITY**

Acting Director

Dejan Ćika

#### **NOTE:**

This model of the Contract is the content of the Contract which is to be concluded with the selected bidder (with possible corrections from the subject to the negotiating).

The bidder is obliged to fill in and certify the model of the Contract with stamp and to sign the last page of the model of the Contract. If the bidder does not sign the last page of the model of the Contract, the bid shall be refused as unacceptable in terms of the provisions of the Article 106, Paragraph 1, Point 5) of the Law on Public Procurements.