

TENDER DOCUMENTATION

PUBLIC PROCUREMENT - ARTIFICIAL SNOW SOFTWARE INSTALLATION

NEGOTIATED PROCEDURE WITHOUT THE ANNOUNCEMENT OF AN INVITATION TO BID PP NO. 21/16 PUBLIC PROCUREMENT NO. 21/16

Date of Portal announcement PP:	27.09.2016
Bid submission date:	17.10.2016 by 12:00
Bid opening:	17.10.2016 by 12:30

September, 2016

By virtue of Articles 36, paragraph 1, item 2) and 61 Of the Public Procurement Law (“Official Gazette of the Republic of Serbia”, no. 124/12, 14/15, 68/15, hereinafter referred to as: Law), Article 5 Of the Rules on Compulsory Elements of the Tender Documentation in the Public Procurement Procedures and the Manner of Proving the Fulfillment of Conditions (“Official Gazette of the Republic of Serbia”, no. 86/15), affirmative opinion of the Public Procurement Office no. 404-02-1140/16 dated April 11, 2016, Decision on Initiating the Public Procurement Procedure number 3177 dated 19.09.2016. and the Decree on Formation of Public Procurement Committee no. 3177/1 dated 19.09.2016., the following documentation has been prepared:

TENDER DOCUMENTATION
in the negotiated procedure without the announcement of an invitation to bid
for the public procurement
PP no. 21/16

The Tender Documentation includes:

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I GENERAL PUBLIC PROCUREMENT DATA

1. Ordering Party Data

Ordering Party:Public Enterprise “Skijališta Srbije” (Ski Resorts of Serbia)
Address:Milutina Milankovića 9, Novi Beograd
Website:www.skijalistasrbije.rs

2. Type of Public Procurement Procedure

The subject public procurement shall be conducted in the negotiated procedure without the announcement of an invitation to bid, in accordance with the Law and by-laws defining public procurements.

The grounds for implementing the negotiated procedure without the announcement of an invitation to bid is Article 36, paragraph 1, item 2) of the Public Procurement Law and affirmative opinion of the Public Procurement Office no. 404-02-1140/16 dated April 11, 2016.

3. Subject Matter of the Public Procurement

The subject matter of the public procurement no. 21/16 is the installation of Technoalpin artificial snow software.

4. Goal of the Procedure

The public procurement procedure shall be conducted for the execution of the public procurement contract.

5. Contact Details (Person or Department)

Contact person: daliborka.vukojevic@skijalistasrbije.rs

II DATA ON THE PUBLIC PROCUREMENT SUBJECT MATTER

1. Subject Matter of the Public Procurement

The subject matter of the public procurement no. 21/16 is the following service: installation of Technoalpin artificial snow software.

Code from the Public Procurement Glossary of Terms: 72267100 software maintenance services.

2. Lots

The subject matter of the public procurement is not divided in terms of lots.

III TYPE, TECHNICAL SPECIFICATIONS, QUALITY, QUANTITY AND DESCRIPTION OF SERVICES, DATE OF EXECUTION, WARRANTY PERIOD...

1. Technical Description of the Public Procurement Subject Matter

Subject Matter: Installation of Technoalpin artificial snow software

Location: Kopaonik Ski Resort

The subject matter of the public procurement is the installation of Technoalpin artificial snow software in the Kopaonik Ski Resort.

For the unobstructed operation of the artificial snow system in the Kopaonik Ski Resort it is required to procure a new version of Atass Plus software for the management of the entire system.

Software Name: Atass Plus 2016 with accessories

Place of Installation: PS100 and defined positions in the field

Technical Description: The existing software is obsolete, so it does not provide proper support to the system operation; it rather causes inadvertent stoppages and stalls, failing to provide sufficient information required for the system operation. The new software should meet the following technical specifications:

- The graphical view of the entire system should be displayed in one window and include the views of all the snow production devices, all the manholes, pumping plants, compressor stations, as well as all the main operating parameters, such as: start-up, system operation, errors, communications, etc.;
- The graphical view of the entire system should present the following parameters: measured operating temperature of each snow production device, produced quantity of snow on each manhole, current water flow, etc.;
- Statistical views as per the system components - snow production devices, pumping plants, compressors: annual snow production, annual water consumption, etc. as well as detection and elimination of errors in the system operation;
- The software should have a created database - an archives which would contain all the required technical documentation, such as technical drawings, electrical diagrams of snow production devices, pumping plants, compressors, etc.;
- The software should have an integrated catalog of spare parts with codes and drawings;
- The software should enable priority communication with snow production devices, which means that the currently inactive devices or those irrelevant to the user get a lower priority, while the system concentrates on the communication with active devices, which would speed up the communication of the overall system;

In order to improve the system communications, it is required to install “gates”, 7 (seven) pieces in total, in the following field positions on the system line instead of the existing amplifiers:

- VP1200 (Mali Karaman exit station), 1 (one) piece;
- Krst exit station and the data line at manholes 5011, 5001, 4000 and 227, 2 (two) pieces;
- Manhole 5029 (Sunčana dolina), 1 (one) piece;
- Manhole 39 (Pančić exit station) and the data line at manholes 39, 408 and 313, 2 (two) pieces;
- VP800 (Duboke 2 starting station) and manhole 601, 1 (one) piece.

The bid should include the delivery of cables with required length to transfer data with the installation (approximately 500 m), as well as the delivery of a hardware unit properly configured to support the subject software, which would be installed at PS100 instead of the existing unit.

The bid should include all the costs of procurement, delivery, installation and setting of the software and its accessories, as well as its commissioning.

2. Service Provision Term

Maximum service provision term shall be 20 days from the date of introduction of the job.

3. Warranty Period

Minimum warranty period is 24 months from the date of service provision and software commissioning.

4. Service Provision Location

The location of service provision is Kopaonik Ski Resort.

IV TECHNICAL DOCUMENTATION AND PLANS

This Tender Documentation does not contain any technical documentation and plans for they are not required.

V REQUIREMENTS FOR THE PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE UNDER ARTICLES 75 AND 76 OF THE LAW AND INSTRUCTIONS ON HOW TO PROVE THE FULFILLMENT OF THE REQUIREMENTS

1. REQUIREMENTS FOR THE PARTICIPATION IN THE PUBLIC PROCUREMENT PROCEDURE UNDER ARTICLES 75 AND 76 OF THE LAW

- 1.1. A bidder which fulfills mandatory requirements for the participation in the public procurement procedure defined by Article 75 of the Law shall be entitled to participate in the subject public procurement As follows:
- 1) The bidder must be registered with the competent body, i.e. inscribed in the proper register (*Article 75, paragraph 1, item 1) of the Law*);
 - 2) The bidder and their legal representative must not be convicted of any criminal act as a member of an organized criminal group, as well as any criminal act against commerce, environment, act of receiving or offering bribe, fraud (*Article 75, paragraph 1, item 2) of the Law*);
 - 3) The bidder shall pay all the due taxes, contributions and other public levies in accordance with the regulations of the Republic of Serbia or a foreign country if they have a registered seat on its territory (*Article 75, paragraph 1, item 4) of the Law*);
 - 4) In the composition of their bid the bidder shall explicitly state that they have observed all obligations regarding any valid regulations on occupational safety, employment and work conditions, environmental protection, and they shall state that they are not banned from performing the activity effective at the moment of bid submission (*Article 75, paragraph 2 Of the Law*).
- 1.2. If the bidder submits a bid involving a sub-contractor, in accordance with Article 80 Of the Law, the sub-contractor shall fulfill the mandatory requirements under Article 75, paragraph 1, items 1) to 4) of the Law.
- 1.3. If a bid is submitted by a group of bidders, each of the bidders shall fulfill the mandatory requirements under Article 75, paragraph 1, items 1) to 4) of the Law.

2. INSTRUCTIONS ON HOW TO PROVE THE FULFILLMENT OF THE REQUIREMENTS

Fulfillment of mandatory requirements for participation in the public procurement, bidder proves by submitting the following documentation:

1. Requirement from Art. 75 paragraph 1 item 1) of the Law – **Proof:** Excerpt from the register of the Business Registers Agency, or excerpt from the register of the Commercial Court;
2. Requirement under Art. 75 Paragraph 1) item 2) of the Law – **Proof:** Legal entities: 1) Excerpt from a criminal record, that is, certificate of the Basic Court in whose territory is the seat of the local legal entity, that is headquarters office or branch of a foreign legal entity, confirming that legal entity has not been convicted for criminal acts against economy, crimes against the environment, offense of receiving or giving bribes, crime act of fraud.

Note: If the certificate of a Basic Court does not include data from the criminal records, for crimes within jurisdiction of the Ordinary Criminal Division of the High Court, it is necessary, beside a certificate of a Basic Court to submit **ALSO A CERTIFICATE OF A HIGH COURT**, in whose territory is the seat of the local legal entity, that is, the seat of the representative office or branch of a foreign legal entity, confirming that legal person has not been convicted for crimes against the economy and crime of accepting bribes; 2) A copy of a criminal record of the Special Department for Organized Crime of a Higher Court in Belgrade, confirming that the legal person has not been convicted for any of the criminal acts of organized crime; 3) A copy of the criminal record, that is, a certificate of the competent police department, confirming that the legal representative of the bidder has not been convicted for crimes against the economy, crimes against the environment, crimes of receiving or giving bribes, crime of fraud and one of crimes of organized crime (the request may be submitted by place of birth or the place of residence of the legal representative). If a bidder has more legal representatives, he is obliged to provide evidence for each of them.

Entrepreneurs and individuals: Excerpt from a criminal record, that is, a certificate of **the competent police department**, confirming that he has not been convicted for any of the offenses as a member of an organized criminal group, that he has not been sentenced for crimes against the economy, crimes against the environment, crime of receiving or giving bribe, crime of fraud (request may be submitted by place of birth or by place of residence).

Evidence may not be older than two months before the opening of the bids;

3. Requirement under Art. 75 Paragraph 1) item 3) of the Law – **Proof:** Legal entities: Certificates of Commercial and Misdemeanor Court that he had not been prohibited from performing activities, or certificate of the Business Registers Agency, that with that authority is not registered, that as a business enterprise he was prohibited to do business, which is in force at the time of announcement of an invitation to bid; Entrepreneurs: Certificate of the Misdemeanor Court that he had not been prohibited from performing activities, or certificate of the Business Registers Agency that with that authority is not registered, that as a business entity is prohibited to do business, which is in force at the time of announcement of an invitation to bid; Natural person: Certificate of a Misdemeanor Court that he had not been prohibited from performing certain businesses.

Proof must be issued after sending the invitation to bid;

4. Requirement under Art. 75 Paragraph 1) item 3) of the Law – **Proof:** Certificate of the Tax Administration of the Ministry of Finance and Economy, that he has paid due taxes and contributions and a certificate of the entitled local self-government authority, that he has fulfilled all his obligations arising from the original local public revenues or certificate of the Privatization Agency, that the Bidder is in the process of privatization.

Evidence may not be older than two months before the opening of bids;

5. Requirement under Art. 75 Paragraph 2) – **Proof:** Signed and certified Form of the statement (Statement form is given in Chapter XII). Statement must be signed by an authorized person of a bidder and stamped. **If the bid is submitted by a group of**

bidders, Statement must be signed by the authorized person of each bidder from a group of bidders and stamped.

If a bid is submitted by a group of bidders, bidder is obliged for each member of the group to deliver mentioned proofs that meets the requirements from Article 75 Paragraph 1 item 1) to 4).

If a bidder submits a bid with a subcontractor, bidder is obliged to submit evidence that the subcontractor meets the requirements from Article 75 Paragraph 1 items 1) to 4) of the Act.

Mentioned proofs on fulfillment of conditions, bidder can deliver in the form of uncertified copies, and ordering party may, before making the decision to award the contract, to require from the bidder, whose bid was, based on the report for public procurement, estimated as the most favorable, to present for inspection original or a certified copy of all or particular evidence.

If a bidder in a provided, reasonable time, which cannot be less than five working days, does not present for inspection original or certified copy of asked proofs, ordering party shall reject its bid as unacceptable.

Bidders who are registered in the Register of bidders kept by the Business Registers Agency, which is publicly available on the website of the BRA, are not obliged when submitting a bid to prove compliance with the mandatory requirements, in accordance with Article 78 of the Law on Public Procurement.

Bidder shall not reject an offer as unacceptable, unless it does not contain proof determined by tender documentation, if the bidder indicates in an offer webpage on which the required data within the conditions are publicly available.

If the proof of condition fulfillment is an electronic document, bidder shall submit a copy of an electronic document in writing, in accordance with the Law governing electronic document, unless it submits electronic bid when the proof is submitted in the original electronic format.

If the country, in which the bidder has headquarters, does not issue required evidence, bidder may, instead of proofs, submit its written statement, made under penalty of perjury, certified before a judicial or administrative authority, a notary or other competent authority of that country.

If a bidder has headquarters in another country, ordering party can verify if the documents, with which the bidder proves fulfillment of required conditions, are issued by the competent authorities of that state.

Bidder is obliged to promptly inform ordering party of any change, regarding the fulfillment of conditions of the public procurement procedure, which comes till the decision, that is, the conclusion of the contract, that is, during the term of the contract on public procurement and to document it according to regulations.

VI CONTRACT ELEMENTS TO BE NEGOTIATED AND NEGOTIATION METHOD

The subject of negotiations is the total price offered.

The negotiation process shall be accessed immediately after the bid opening, with authorized bidders' representatives.

Negotiation will be carried out in several steps.

For details on negotiations according to item 16. Instructions to bidders on how to prepare a bid.

VII BID COMPOSITIONS INSTRUCTIONS FOR BIDDERS

1. INFORMATION ABOUT THE LANGUAGE ON WHICH OFFER MUST BE MADE

Bidder shall submit a bid in Serbian language.

2. HOW TO COMPOSE AND TO SUBMIT A BID

Bidder submits a bid directly or by mail in a sealed envelope or a box, sealed in a way that during opening, it can be with certainty determined that they are opening it for the first time. On the back of an envelope, or on the box, indicate the name and address of a bidder. In case the bidder submits a group of bidders, it is necessary to indicate on an envelope, that it is a group of bidders, and list the names and addresses of all participants in a joint bid. Submit a bid to the following address: PC Ski Resorts of Serbia, Milutina Milankovića 9, 11070 Novi Beograd, stating: **“Bid for public procurement PP no. 21/16 – DO NOT OPEN”**. **The offer is considered timely if received by the ordering party till 17.10.2016. till to 12 o'clock.**

Opening of bids and negotiations are conducted the same day, 17.10.2016, at 12 o'clock and 30 minutes.

Ordering party shall, upon receipt of a specific bid, on an envelope, or the box in which the bid is located, mark the time of receipt and record number and date of bid in order of arrival. If a bid is delivered directly, ordering party shall give a receipt of delivering a bid, to the bidder. In the receipt of delivery, ordering party shall indicate date and time of receiving a bid.

Offer, which ordering party did not receive within the deadline set for the submission of bids, or which was received after the date and hour by which bids may be submitted, shall be considered untimely.

Bid must include:

- Filled, sealed and signed Bid Form.
- Filled, sealed and signed Form – Information about sub-contractor, if a bidder partly entrusts performance to sub-contractor
- Filled, sealed and signed Form – Information about bidder who is a participant in a joint bid, if a bid is submitted by a group of bidders
- Evidence of compliance with the conditions set out in Article 77 of the LPP
- Filled, sealed and signed Form of structures price
- Filled, sealed and signed model contract;
- Filled, sealed and signed Form of statement of an independent bid
- Filled, sealed and signed Form of statement on compliance with obligations
- In case of joint offer, and offer with sub-contractor, in accordance as provided in tender documentation.

3. PARTIES

Subject of public procurement is not formed by parties.

4. OFFER WITH VARIATIONS

Submission of a bid with variations is not allowed.

5. CHANGING METHOD, AMENDMENTS AND CANCELLATION OF A BID

In a deadline for submitting a bid, bidder may alter, amend or cancel its bid in a way that is determined for submission of a bid.

Bidder shall clearly indicate which part of an offer changes, or which documents shall subsequently deliver.

Changes, amendment or cancellation of a bid must be submitted to the PC Ski Resorts of Serbia, Milutina Milankovića 9, New Belgrade, stating:

“Changing of a bid for public procurement - PP no. 21/16 – DO NOT OPEN” or

“Amendment of a bid for public procurement – PP no. 21/16 – DO NOT OPEN” or

“Cancellation of a bid for public procurement – PP no. 21/16 – DO NOT OPEN” or

“Amendments of a bid for public procurement – PP no. 21/16 – DO NOT OPEN:.

On the back of an envelope, or on the box, indicate the name and address of a bidder. In case the bid submit a group of bidders, on the envelope is necessary to indicate that it is a group of bidders and list the names and addresses of all participants in a joint bid.

After the deadline for submission of bids, bidder cannot withdraw or change its offer.

6. PARTICIPATING IN A JOINT BID OR AS A SUB-CONTRACTOR

Bidder may submit only one bid.

Bidder who submitted a bid independently, may not simultaneously participate in a joint bid or as a sub-contractor, neither as the same person may participate in a more joint bids.

In the Bid Form (Section VIII), bidder states in which way submits a bid, or whether he submits a bid independently, or as a joint bid, or submits a bid with a sub-contractor.

7. BID WITH A SUB-CONTRACTOR

If a bidder submits a bid with a sub-contractor, he is obliged to state in the Bid Form (Section VIII), that he submits a bid with a sub-contractor, percentage of the total value of procurement that will be entrusted to sub-contractor, and which may not be higher than 50%, as well as a part of the procurement that will finish through sub-contractor.

Bidder in the Bid Form states the name and headquarters of the sub-contractor, if a partial performance of procurement shall entrust to the sub-contractor.

If a public procurement contract is not concluded between ordering party and the bidder, who submits the bid with a sub-contractor, the sub-contractor shall be stated in the Public Procurement Contract.

Bidder is obliged, for a sub-contractor, to deliver evidence of compliance with the conditions set out in Chapter V of a tender documentation, in accordance with Instructions on how to comply with conditions.

Bidder is entirely liable to ordering party for fulfilling a commitment, under the public procurement procedure, that is, for the execution of contractual obligations, regardless of number of sub-contractors.

Bidder is obliged to ordering party, at his request, enable access to sub-contractor, to determine compliance with the required conditions.

8. MUTUAL BID

Bid may submit a group of bidders.

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

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

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

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

9. PAYMENT TERMS, WARRANTY PERIOD, AS WELL AS OTHER CIRCUMSTANCES FROM WHICH DEPEND BID ACCEPTANCE

9.1. Requirements regarding the manner, deadline and conditions of payment.

Payment is made by payment on a bidder's account.

Ordering party shall pay the Supplier the agreed price upon completion of work and signing the minutes of the handover.

Advance payment is not allowed.

9.2. Requirements regarding deadline

Deadline bidder states in the Tender Form.

Deadline may not be less than 24 months from the date of signing the Minutes of the handover and commissioning.

If a bidder offers a deadline shorter than 24 months, bid will be rejected as unacceptable.

9.3. Requirements regarding the deadline for completing the work

Deadline for completing the work, bidder states in the Tender Form.

Deadline for completing the work cannot be longer than 20 days from the date of the introducing Supplier in job.

If a bidder offers deadline longer than 20 days, bid will be rejected as unacceptable.

9.4. Requirements regarding the bid validity period

Validity period of a bid cannot be shorter than 30 days from the date of bids opening.

If a bidder offers shorter bid validity period, bid will be rejected as unacceptable.
In case of bid expiry, ordering party is obliged to send a written request to ask from a bidder offer deadline extension.
Bidder who accepts request for the extension of bid deadline cannot change a bid.

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

Price must be expressed in dinars. Ordering party allows bidder to express offered price in euros (for conversion into dinars medium exchange rate of NBS will be used, on the day when opening of bids is initiated), with and without value added tax, with all costs included, that the bidder has in the realization of the subject procurement, provided that for the evaluation of a bid price without value added tax will be taken into account.
Price includes all costs that bidder has in the realization of the subject of public procurement.
Price is fixed and cannot be changed.
If an unusually low price is mentioned in a bid, ordering party shall act in accordance with Article 92 of the Law.
If offered price includes import duties and other charges, bidder is obliged to express that part separately in dinars.

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

Supplier is bound to, during the signing of the Minutes of takeover and putting into operation software, to hand over to ordering party original bank guarantee for removing defects within the warranty period, in amount of 10% of the contracted price, with the validity of 10 days longer than the warranty period. Bank guarantee must be unconditional and payable on first call.

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

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

13. ADDITIONAL INFORMATION OR CLARIFICATION REGARDING A BID PREPARATION

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

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

Additional information and clarifications should be addressed with a note "Request for additional information and clarifications of the tender documentation PP no. 21/16:.

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

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

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

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

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

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

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

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

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

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

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

Subject of negotiations is the total offered price.

Negotiating procedure shall be acceded immediately after the bid openings.

Negotiation will be conducted in two rounds.

Representative of bidders, which has submitted a bid, before the proceeding, must give to the Commission special written authorization for attending the opening of bids, and authorization to negotiate, verified and signed by bidders legal representative.

If an authorized representative does not attend a negotiated procedure, price mentioned in a submitted offer shall be considered as final.

In the process of negotiation, higher price cannot be offered than the price mentioned in the submitted offer.

Ordering party is obliged, in the negotiating process, to ensure that the contracted price is not higher than the comparable market price, and to check the quality of the bid, in due diligence. Ordering party is obliged to keep minutes of negotiations.

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

The most favorable bid will be chosen by applying the criteria “**Lowest offered price**”.

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

It is not applicable in the subject public procurement procedure.

18. OBEYING OBLIGATIONS DERIVING FROM CURRENT REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Request for protection of rights must contain:

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

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

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

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

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

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

With Article 151 of the Law on Public Procurement, is regulated that request for protection of rights must contain, among other things, receipt of fee payment from Article 156 of LPP.

Submitter of request for protection of rights is bound to pay fee on the budget of the Republic of Serbia, in amount prescribed by Article 156 of LPP.

As proof of tax payment, in accordance with Article 151 paragraph 1, item 6) of LPP, will be accepted:

1. Tax payment confirmation in accordance with Article 156 of LPP, which contains following elements:

- (1) to be issued by bank and to contain a bank seal;
- (2) to represent proof of tax payment, which means that certificate must contain information that the order for tax payment, that is transfer order is carried out, as well as date of order execution;
- (3) tax amount referred to in Article 156 of LPP which payment is made;
- (4) account number: 840-30678845-06;
- (5) payment code: 153 or 253;
- (6) reference number: data on the number or label of public procurement for which request for protection of rights is filed;
- (7) purpose: RFA; name of ordering party; number or code of public procurement on which the request for protection of rights is file;
- (8) beneficiary: budget of Republic of Serbia;
- (9) name of payer, or the name of a person who submits request for right protection, for who tax was paid;
- (10) signature of the bank authorized person.

2. Pay order, first copy, verified by signature of an authorized person and a bank seal or post office, which contains all other elements from certificate of tax payment stated in item 1.

3. Certificate issued by the Republic of Serbia, Ministry of Finance, the Treasury, signed and stamped, containing all elements from the tax payment receipt from item 1, except those stated under (1) and (10), for persons submitting request for rights protection that have an account in the framework of the accompanying consolidated treasury account, which is kept by the Treasury (users of budget funds, users of funds of organizations for mandatory social insurance and other users of public funds);

4. Certificate issued by the National Bank of Serbia, which contains all elements from fee payment certificate, from item 1, for persons submitting a request for rights protection (banks and others) who have opened an account at the National Bank of Serbia in accordance with the Law and other regulation.

21. DEADLINE IN WHICH A CONTRACT WILL BE SIGNED

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

VIII BID FORM

Offer No. _____ of _____ 2016. for the public procurement of software installation of artificial snow Technoalpin, PP No 21/16

1) GENERAL INFORMATION ABOUT THE BIDDER

<i>Name of the bidder:</i>	
<i>Address of the Bidder:</i>	
<i>Registration number of the bidder:</i>	
<i>The tax identification number of the bidder (TIN):</i>	
<i>Name of contact person:</i>	
<i>Electronic address of the bidder (e-mail):</i>	
<i>Phone:</i>	
<i>Fax:</i>	
<i>Account number of the bidder and the name of the bank:</i>	
<i>The person authorized to sign the contract</i>	

2) THE BID WAS SUBMITTED BY:

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

Note: circle the method for submitting bids and give details of the subcontractor, if the bid is submitted with a subcontractor, i.e. data on all participants of a joint bid, if the offer is submitted by a group of bidders

3) INFORMATION ON SUBCONTRACTORS

1)	<i>Name of the subcontractor:</i>	
	<i>Address:</i>	
	<i>Registration number:</i>	
	<i>The tax identification number of the bidder (TIN):</i>	
	<i>Name of contact person:</i>	
	<i>The percentage of the total value of procurement that will be performed by the subcontractor:</i>	
	<i>Part of the procurement that will be performed by the subcontractor:</i>	
2)	<i>Name of the subcontractor:</i>	
	<i>Address:</i>	
	<i>Registration number:</i>	
	<i>The tax identification number of the bidder (TIN):</i>	
	<i>Name of contact person:</i>	
	<i>The percentage of the total value of procurement that will be performed by the subcontractor:</i>	
	<i>Part of the procurement that will be performed by the subcontractor:</i>	

Note:

Table "Information on the sub-contractor" should be filled only by those bidders who submit a bid with a subcontractor, and if there are a larger number of subcontractors than the space provided in the table, it is necessary to copy the contact form in sufficient number of copies, to complete and deliver for each subcontractor.

4) INFORMATION ON PARTICIPANTS IN A JOINT OFFER

1)	<i>Name of the participant in the joint tender:</i>	
	<i>Address:</i>	
	<i>Registration number:</i>	
	<i>The tax identification number of the bidder (TIN):</i>	
	<i>Name of contact person:</i>	
2)	<i>Name of the participant in the joint tender:</i>	
	<i>Address:</i>	
	<i>Registration number:</i>	
	<i>The tax identification number of the bidder (TIN):</i>	
	<i>Name of contact person:</i>	
3)	<i>Name of the participant in the joint tender:</i>	
	<i>Address:</i>	
	<i>Registration number:</i>	
	<i>The tax identification number of the bidder (TIN):</i>	
	<i>Name of contact person:</i>	

Note:

Table "Information about a participant in a joint bid" is to be filled only for those bidders submitting a joint bid, and if there is a larger number of participants in a joint bid than the space provided in the table, it is necessary to copy the contact form in sufficient number of copies to complete and submit for each bidder participating in a joint bid.

**5) DESCRIPTION OF PROCUREMENT SUBJECT - ARTIFICIAL SNOW
SOFTWARE INSTALLATION - TECHNOALPIN, PP 21/16**

Bidder _____

Number and date of the offer

Total price without VAT (Dinars or euros)	* Price structure form is an integral part of the offer
Deadline for completion of works	Deadline for completing the works is _____ (<i>maximum is 20 days</i>). From the day of introducing in the job.
Method of payment	The Client shall make the payment upon the completion of the works, after receiving the proper invoice with the specification and signing of the Minutes of the handover and starting the operation of software.
Warranty period	The warranty period is _____ (<i>minimum 24 months</i>) months from the date of signing of the Minutes of the handover and starting the operation of software.
Bid validity period	_____ Days from the bid opening (Minimum 30 days)

Date:

Place for the stamp

Bidder signature

Note:

The bidder must complete, sign and stamp the Form bid, which certifies that the data listed in the tender form are correct. If bidders submit a joint bid, a group of bidders may choose for the Bid Form to be signed and stamp certified by all Bidders from the group or a group of bidders may appoint one member of the group who will fill out, sign and seal certify the Bid Form.

IX THE FORM FOR PRICE STRUCTURE WITH INSTRUCTIONS ON HOW TO COMPLETE IT

INSTALLATION OF ARTIFICIAL SNOWING SOFTWARE - TECHNOALPIN

1	2	3	4	5	6
<i>Pos.</i>	<i>Project title:</i>	<i>Unit:</i>	<i>Quantity</i>	<i>Price / unit (Din. / unit)</i>	<i>Total (EUR)</i>
1.	Computers - Personal Computer - server - Backup power	Piece(s)	1		
2.	Data transmission network - Electrical cabinet: Ethernet	Piece(s)	7		
3.	Atass Plus 2016 graphical interface software	Piece(s)	1		
4.	Data transmission cables	Piece(s)	1		
5.	Transportation	Piece(s)	1		
6.	Other expenses	Piece(s)	1		
TOTAL (excluding VAT):					

Date:

Place for the stamp

Bidder signature

Instructions for completing the Price structure form:

Bidder should fill in a Price structure form in the following way:

- (11) in the column 5 write what is the unit price without VAT for each item individually;
- (12) in the column 6 write what is the total price for the desired quantities for each item individually, so that the unit price is multiplied by the quantity;
- (13) in the row 3 write what is the total price without VAT for all requested subjects of the public procurement;
- (14) in the row "total" write what is the total price without VAT for all requested items of the public procurement;

Note: Bidder should fill in a Price structure form, so that the price in dinars or euros will be filled into the fields planned for that. Price structure form should be signed and stamped by Bidder's responsible person.

XI FORM FOR THE STATEMENT OF INDEPENDENT BID

In accordance with Article 26 Of the Law, _____,
(Name of the bidder)
issues:

THE STATEMENT OF INDEPENDENT BID

Under full material and criminal liability I confirm that I submitted the bid in the public procurement procedure - artificial snow software installation PP 21/16, independently, without any agreement with other bidders or interested parties.

Date:

Place for the stamp

Bidder signature

Note: In case of reasonable doubt as to the veracity of statement on independent bid, the Client shall immediately notify the organization responsible for the protection of competition. The organization responsible for the protection of competition, may pronounce a measure to the bidder or interested person prohibiting the participation in the procurement procedure, if it determines that the bidder or interested party violated the competition in the procurement process in terms of the law governing the protection of competition.

If the bid is submitted by a group of bidders, the Declaration must be signed by an authorized person of each bidder from the group of bidders and also stamped.

**XII DECLARATION ON THE RESPECT OF OBLIGATIONS FROM
ART. 75. PAR. 2. OF THE LAW**

Pursuant to Article 75 paragraph 2 of the Law on Public Procurement, as a Bidder's representative I am giving the following

STATEMENT

The Bidder [insert name of Bidder] in the procurement process - artificial snow software installation, PP No. 21/16, respected all the obligations arising from applicable regulations on occupational safety, employment and working conditions, environmental protection and there is no ban on performing the activity which is in force at the time of submitting the bid.

Date:

Place for the stamp

Bidder signature

*Note: **If the bid is submitted by a group of bidders,** the Declaration must be signed by an authorized person of each bidder from the group of bidders and also stamped.*

XIII MODEL OF THE CONTRACT

CONTRACT ON PROCUREMENT OF ARTIFICIAL SNOW SOFTWARE INSTALLATION

Concluded between:

Public Enterprise "Ski Resorts of Serbia", with headquarters in Novi Beograd, 9 Milutina Milankovića, TIN 104521515, identification number: 20183390, represented by Acting Director Dejan Cika (hereinafter referred to as the Client)

and

_____ based in _____ Street _____,
TIN _____, which is represented by _____.
(Hereinafter referred to as Supplier)

The Contracting Parties agree that:

- The Client carried out negotiation procedure without publication of a call for proposals, in accordance with Article 36 paragraph 1 item 2) of the Law on Public Procurement and the opinion of the Public Procurement Administration no. 404-02-1140/16 of 11 April 2016, whose subject is public procurement of artificial snow software installation, number of procurement 21/16;
- The Supplier submitted a Proposal no. _____ Of _____. 2016. , in a public procurement procedure no. 21/16, filed with the Client under number *** from *** 2016;
- that Client has in the procurement procedure no. 21/16 issued a decision on awarding the contract no. *** from *** 2016, which is a contract for public procurement of Technoalpin software installation was assigned to the Supplier.

Subject of the Contract

Article 1

The subject of this Contract is the installation of artificial snow software Technoalpin in accordance with the technical specification of the Supplier's Offer No. _____ from _____ 2016, which was filed with the Client under number *** from *** * 2016 and is included in the technical specification of the tender documentation, which is an integral part of this Contract and is attached to it.

Price

Article 2

The Client is obliged to make the payment to the Supplier for the subject of the contract described in Article 1 the amount of _____ euros /dinars, all in accordance with the Supplier's offer.

The total contracted price referred to in paragraph 1 includes the delivery and installation with CIP incoterm parity at Kopaonik ski resort, inclusive of all costs that Supplier has in the implementation of this Contract.

The price is fixed and cannot be changed.

Method of payment

Article 3

The Client shall make the payment agreed in the Article 2 of this Contract upon the completion of Supplier's works, after receiving the proper invoice with the specification and

after the signing of the Minutes of the handover and starting the operation of installed software.

The completion date will be the date of signing of the Minutes of the handover and starting the operation of installed software.

Deadline and delivery

Article 5

The deadline for the installation and start of the operation of the software described in Article 1 of this Contract is ____ days (*maximum 20 days*) from the date of introducing the Supplier in the contracted job, and Client and the Supplier shall make Minutes of introducing which they will sign.

Liquidated Damages and Compensation

Article 6

If the Supplier does not finish tasks which are the subjects of this contract by the deadline specified in Article 5 of this contract, Supplier shall pay the Client a penalty of 0,5% of the total contract price for each day of delay.

The Client shall, in accordance with the provisions of this Contract, determine the number of days in exceedance of the agreed period by the Supplier and, on that basis, shall calculate the amount of penalty, which will reduce the amount of the payment of the agreed price.

The Client will provide the calculation of the penalties, i.e. the Liquidated Damages, to the Supplier together with the document "Compensation Declaration" in two copies. The Supplier is bound to return one stamped and signed copy of "Compensation Declaration" to the Client. Upon receipt of the signed and stamped copy, the Client will make a payment of the invoice in amount reduced for the accrued penalties.

In the event that damage was caused to the Client by non-delivery or dishonest or poor quality of delivery or delays in delivery, which exceeds the value of the liquidated damages, Client has the right to demand the compensation of damages.

Minutes of handover

Article 7

Handover of installed and commissioned software, described in Article 1 of this Contract shall be made in the presence of authorized representatives of both parties, in the ski center Kopaonik.

Representatives of the Client and the Supplier shall make Minutes of handover which they will sign.

Client's obligations

Article 8

Client is obligated to the following:

- designate authorized representatives who will on behalf of the Client have the following responsibilities: the introduction of the Supplier into task; coordinating activities with Supplier, preparation and signing of the Minutes of the handover and start of the software operation and other activities required for the monitoring and implementation of this Contract;
- make all necessary preparations needed for a smooth artificial snow software installation and its commissioning;

- regularly make payments in the manner and within the time limits defined in the Contract.

Supplier's obligations

Article 9

Supplier is obligated to the following:

- execute the delivery, installation and commissioning of software all in accordance with the provisions of this Contract and the technical specifications of the tender documentation;
- to complete the delivery, installation and commissioning of software promptly, professionally and efficiently, in accordance with good business practices, rules and standards of the profession;
- provide instructions for use of software, warranties and other necessary documentation;
- to consider all information collected as confidential during and after the implementation of the Contract.
- provide support during the warranty period, in accordance with the technical specifications;
- communicate and cooperate with authorized representatives of the Client;
- to provide means of financial security - bank guarantee in accordance with Article 12 of this Contract.

Warranty period

Article 10

All equipment used to install the software described in Article 1 of this Contract must be brand new and unused, from current production, without any damage or defects that fully meets the characteristics of the Client's technical documentation.

The warranty period for installed software is _____ months from the date of signing of the Minutes of the handover described in Article 7 of this Contract. During this period, the Supplier is required to maintain the functionality of the software, as well as to eliminate possible errors.

The Supplier is obliged to ensure the maintenance of all components of the procurement and eliminate any deficiencies noted during the use of software and hardware.

In the event that there were deficiencies in the quality of software in violation of Article 1 of this Contract, the Supplier shall remove or replace them no later than 10 days from receipt of the complaint by the Supplier.

The Supplier is obliged to correct the deficiencies within 10 days from the date of a written notice by the Client if during operations following happens:

- there is any manufacturing defect as a result of possibly poor delivery or poor quality;
- it turns out that the installation does not fully comply with the characteristics according to the manufacturer's technical documentation.

Financial security

Article 11

When signing the minutes on the handover and start of the operations, the Supplier undertakes to submit to the Client a bank guarantee for remedying of defects within the warranty period, in the amount of 10% of the contract value and the validity period of 10 days longer than the agreed warranty period, which must be unconditional and payable on the first call and in favor of the Client.

The Client can collect the Bank Guarantee for the elimination of defects within the warranty period if the Supplier fails to start remedying defects within 5 days of receipt of the written requirements from the Client.

End of Contract

Article 12

In the event that the Supplier does not perform its obligations under this Contract, the Client has the right to unilaterally terminate the Contract.

The Contracting Parties may agree to terminate the contract. Written act on termination of the Contract, the Contracting Parties shall regulate the mutual rights and obligations that were due until the moment of termination.

If the Client suffers damages due to non-fulfillment of contractual obligations, caused by the Supplier, the Supplier is obliged to reimburse the Client's damages in entirety.

The Client reserves the right, in the event of circumstances that do not depend on the Client's will and which hinder the fulfillment of contractual obligations, the contract may be terminated, subject to the prior written notification of the other Contracting Party, without legal consequences for the Client.

Disputes

Article 13

The Parties agree that any disputes will be primarily dealt with through mutual agreement. In the event that the dispute cannot be resolved through agreement, it will be the jurisdiction of the Commercial Court in Belgrade.

Final stipulations

Article 14

For all that is not provided in this Contract, the provisions of the Law on Obligations of the Republic of Serbia will be applied and other positive legislation in this area.

Article 15

This Contract shall enter into force upon signature by the Client and the Supplier. Contract shall be terminated after the execution of all obligations under the contract.

Article 16

This Contract is made in 4 (four) identical copies in Serbian language, out of which each party retains 2 (two).

FOR SUPPLIER:
GENERAL MANAGER

FOR CLIENT
ACTING GENERAL MANAGER
Dejan Cika

NOTE:

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

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