

EMPLOYER

JAVNO PREDUZEĆE

‘ELEKTROPRIVREDA SRBIJE’

BEOGRAD

ULICA CARICE MILICE BROJ 2

**TENDER DOCUMENTS**

**FOR THE PUBLIC PROCUREMENT**

of

**Information system to support the sale of electricity**

(No PP 31/14/DIKT dated 2014)

**- UNDER AN OPEN PROCEDURE -**

**PUBLIC PROCUREMENT** PP 31/14/**DIKT**

**Belgrade, June 2014**

Pursuant to Article 32 and 61 of the Public Procurement Law (“Official Gazette of RS” no. 124/2012, hereinafter referred to as: Law), Article 2 of the Rulebook on Mandatory Elements of Tender Documents in Public Procurement Procedures and on Manner of Proving Fulfilment of Requirements (“Official Gazette of RS” no. 104/13), Decision on Initiating Public Procurement Procedure (PE EPS number 1836/2-14 dated 20.06.2014) and Decision on Forming Public Procurement Committee (PE EPS number 1836/3-14 dated 20.06.2014), we have prepared the following:

**TENDER DOCUMENTS**

**FOR THE PUBLIC PROCUREMENT OF**

**Information system to support the sale of electricity**

**UNDER AN OPEN PROCEDURE**

**PUBLIC PROCUREMENT** PP 31/14/**DIKT**

**Tender documents contain:**

Table of Contents

[1. DEFINITIONS 5](#_Toc388979835)

[2. GENERAL DATA ON PUBLIC PROCUREMENT 8](#_Toc388979836)

[3. DATA ON PUBLIC PROCUREMENT SUBJECT 9](#_Toc388979837)

[4. INSTRUCTION TO TENDERERS ON HOW TO PREPARE TENDERS 10](#_Toc388979838)

[4.1 TENDER PREPARATION METHOD AND THE TENDER FORM FILLING INSTRUCTIONS 10](#_Toc388979839)

[4.2 TENDER SUBMISSION, AMENDMENT, ADDITION AND CANCELLATION 10](#_Toc388979840)

[4.3 LOTS 11](#_Toc388979841)

[4.4 TENDER WITH VARIANTS 11](#_Toc388979842)

[4.5 TENDER SUBMISSION DEADLINE AND TENDER OPENING 11](#_Toc388979843)

[4.6 INFORMATION ON THE LANGUAGE IN PUBLIC PROCUREMENT PROCEDURE 12](#_Toc388979844)

[4.7 SUBCONTRACTORS 12](#_Toc388979845)

[4.8 GROUP OF TENDERERS (JOINT TENDER) 13](#_Toc388979846)

[4.9 PAYMENT METHOD AND CONDITIONS 14](#_Toc388979847)

[4.10 PROCUREMENT SUBJECT EXECUTION PERIOD 17](#_Toc388979848)

[4.11 SERVICE EXECUTION TIME SCHEDULE 17](#_Toc388979849)

[4.12 STAFF ENGAGEMENT AND WORK PLAN 18](#_Toc388979850)

[4.13 PRICE 19](#_Toc388979851)

[4.14 FINANCIAL SECURITY INSTRUMENTS 19](#_Toc388979852)

[4.15 ADDITIONAL INFORMATION AND CLARIFICATIONS 20](#_Toc388979853)

[4.16 ADDITIONAL EXPLANATION, CONTROL AND PERMITTED CORRECTIONS 21](#_Toc388979854)

[4.17 NEGATIVE REFERENCES 21](#_Toc388979855)

[4.18 CONTRACT AWARDING CRITERIA 23](#_Toc388979856)

[4.18.1 Offered Price and Advance Payment max. 35 weights 23](#_Toc388979857)

[4.18.1.1 Offered Price max. 30 weights 23](#_Toc388979858)

[4.18.1.2 Advance Payment max. 5 weights 23](#_Toc388979859)

[4.18.2 Technical Aspect max. 40 weights 24](#_Toc388979860)

[4.18.2.1 Project Approach & Methodology and Resource & Work Plan max. 5 weights 24](#_Toc388979861)

[4.18.2.2 Case Study – ISSSE implementation 15 weights 26](#_Toc388979862)

[4.18.2.3 Case study – Proposed ISSSE solution integration flexibility with supervisory control and data acquisition system 10 weights 28](#_Toc388979863)

[4.18.2.4 Case Study – ISSSE integration with production planning and scheduling systems 5 weights 30](#_Toc388979864)

[4.18.3 Tender and Staff Reference max. 25 points 32](#_Toc388979865)

[4.18.3.1 Senior Staff max. 15 weights 32](#_Toc388979866)

[4.18.3.2 Operational Team Composition max. 10 weights 37](#_Toc388979867)

[4.19 COMPLIANCE WITH LABOUR LAW REGULATIONS AND OTHER REGULATIONS 38](#_Toc388979868)

[4.20 PATENT USE FEE 38](#_Toc388979869)

[4.21 TENDER VALIDITY PERIOD 38](#_Toc388979870)

[4.22 CONTRACT SIGNING DEADLINE 38](#_Toc388979871)

[4.23 CONFIDENTIAL DATA LABELLING METHOD 39](#_Toc388979872)

[4.24 TENDER COSTS 39](#_Toc388979873)

[4.25 PRICE STRUCTURE FORM 40](#_Toc388979874)

[4.26 MODEL CONTRACT 40](#_Toc388979875)

[4.27 REASONS FOR REJECTION OF THE TENDER AND CANCELLATION OF THE PROCEDURE 40](#_Toc388979876)

[4.28 DATA ON CONTENT OF THE TENDER 40](#_Toc388979877)

[4.29 SAFEGUARD OF TENDERERS’ RIGHTS 40](#_Toc388979878)

[5. CONDITIONS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE STIPULATED UNDER ARTICLE 75 AND 76 OF THE PUBLIC PROCUREMENT LAW AND INSTRUCTION ON HOW TO PROVE FULFILLMENT OF THOSE CONDITIONS 42](#_Toc388979879)

[5.1 MANDATORY CONDITIONS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE 42](#_Toc388979880)

[5.2 ADDITIONAL CONDITIONS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE 42](#_Toc388979881)

[5.2.1 Has required financial capacity: 42](#_Toc388979882)

[5.2.2 Has required business capacity: 42](#_Toc388979883)

[5.2.3 Has required staff capacity: 43](#_Toc388979884)

[5.3 INSTRUCTIONS ON HOW TO PROVE THE FULFILMENT OF CONDITIONS 43](#_Toc388979885)

[5.4 CONDITIONS THAT EVERY SUBCONTRACTOR, I.E. MEMBER OF THE GROUP OF TENDERERS MUST FULFILL 47](#_Toc388979886)

[5.5 FULFILLMENT OF THE CONDITIONS FROM ARTICLE 75, PARAGRAPH 2 OF THE LAW 47](#_Toc388979887)

[5.6 MANNER OF EVIDENCE SUBMISSION 47](#_Toc388979888)

[6. TYPE, TECHNICAL CHARACTERISTICS AND SPECIFICATION OF THE PUBLIC PROCUREMENT SUBJECT 49](#_Toc388979889)

[6.1 SUBJECT OF THE INVITATION 49](#_Toc388979890)

[6.2 TERMS OF REFERENCE 49](#_Toc388979891)

[6.2.1 Introduction 49](#_Toc388979892)

[6.2.2 EPS - Company Overview 51](#_Toc388979893)

[6.2.3 EPS Energy trading and risk management processes 53](#_Toc388979894)

[6.2.4 ISSSE Project 55](#_Toc388979895)

[6.2.5 ISSSE Licenses and minimum required and mandatory functionality 56](#_Toc388979896)

[6.2.6 ISSSE General Functionality - mandatory functionality requirements: 56](#_Toc388979897)

[6.2.7 ISSSE Functionality Package 1 – mandatory functionality requirements: 56](#_Toc388979898)

[6.2.8 ISSSE Functionality Package 2 – mandatory functionality requirements: 57](#_Toc388979899)

[6.2.9 ISSSE Functionality Package 3 – mandatory functionality requirements: 58](#_Toc388979900)

[6.2.10 ISSSE Functionality Package 4 – mandatory functionality requirements: 58](#_Toc388979901)

[6.2.11 ISSSE Implementation Services 59](#_Toc388979902)

[6.2.12 ISSSE 1year Operation Support 64](#_Toc388979903)

[6.2.13 Expected High-Level ISSSE Project Schedule 65](#_Toc388979904)

[6.2.14 ISSSE HW, OS, DB, SSSW 66](#_Toc388979905)

[7. FORMS 69](#_Toc388979906)

 [STATEMENT ON INDIVIDUAL TENDER 69](#_Toc388979907)

[SUBCONTRACTOR SHARE 70](#_Toc388979908)

[SUBCONTRACTOR DATA 71](#_Toc388979909)

[DATA ON MEMBER OF THE GROUP OF TENDERERS 72](#_Toc388979910)

[EVALUATION FORM INDICATING THE FULFILMENT OF CONDITIONS STIPULATED UNDER ARTICLE 44 OF THE ACT 75](#_Toc388979911)

[STATEMENT 77](#_Toc388979912)

[REFERENCE LIST OF THE TENDERER 78](#_Toc388979913)

[EXECUTED SERVICES CONFIRMATION 79](#_Toc388979914)

[STATEMENT ON THE NUMBER OF EMPLOYEES 80](#_Toc388979915)

[QUALIFICATION STRUCTURE, FUNCTION AND TEAM MEMBER ENGAGEMENT TIME 81](#_Toc388979916)

[OVERVIEW OF STAFF ENGAGEMENT 1 82](#_Toc388979917)

[CURRICULUM VITAE OF THE PROPOSED STAFF 83](#_Toc388979918)

[C E R T I F I C A T E FOR PROPOSED TEAM MEMBER 84](#_Toc388979919)

[SERVICE EXECUTION TIME SCHEDULE 85](#_Toc388979920)

[PRICE STRUCTURE 86](#_Toc388979921)

[UNIT PRICES 87](#_Toc388979922)

[MODEL CONTRACT 88](#_Toc388979923)

[CONTRACT ON LICENSES AND SERVICES 88](#_Toc388979924)

[MODEL CONFIDENTIALITY AGREEMENT 96](#_Toc388979925)

[STATEMENT ON ISSEE PROPOSED 103](#_Toc388979926)

[TENDER PREPARATION COSTS FORM 104](#_Toc388979927)

**CONTENT**

# DEFINITIONS

This section of the document contains definitions of some abbreviations and/or concepts which are used hereinafter in the whole document.

| **Concept** | **Abbreviated Form** | **Definition** |
| --- | --- | --- |
| Energy Sector | ENES | Project in the energy sector, defined as a project for electricity or gas utility company. |
| Electricity Sector | ELES | Project for the electricity utility company |
| Information System to Support Sale of Electricity | ISSSE | Information system to support sale of electricity |
| ISSSE Project or Project | ISSSE project | Procurement of the Information system to support the sale of electricity with following three items to be procured within this tender as one package altogether:* 1. ISSSE Licenses - Procurement of the licenses of the existing ISSSE solution with the minimum required and mandatory functionality defined in Section 6.1 of this document,
	2. ISSSE Implementation Services - PE EPS requirements analysis, specification, existing ISSSE solution customization and/or development and implementation services defined in Section 6.1 of this document,
	3. ISSSE 1year Operation Support - One year operation support of the implemented ISSSE solution at PE EPS defined in Section 6.1 of this document.
 |
|  | KPI | Key Performance Indicator |
| Supervisory Control and Data Acquisition | SCADA | A type of industrial control system (ICS) |
| Industrial Control System | ICS | Industrial control system |
| MD | MD | Man Day |
| IS Project |  | Project consisting from design/implementation/delivery of system aiming to support operations, management and decision making |
| **Regional Scope Definitions** |  |  |
| Reference Region | RR | Reference region of Central and Southeast Europe: Albania, Bulgaria, Bosnia & Herzegovina, Croatia, Czech Republic, Greece, Hungary, Macedonia, Montenegro, Poland, Romania, Serbia, Slovakia, Slovenia, Turkey. |
| European Union | EU | Current 28 member states of the European Union. |
| Reference Region and European Union | RREU | Countries belonging to the Reference Region or to the European Union. |
| **Other Definitions** |  |  |
| Numbers |  |  |
| €1m |  | EUR 1,000,000.00 |
| €500k |  | EUR 500,000.00 |
| ‘≥€1m’ |  | Worth at least EUR 1,000,000.00 |
|  | MIO | Million |
| Value of IT Projects (use of bracketed numbers { } ) | ‘≥€1m {300k}’ | The higher number refers to IT project value including services and software, but excluding hardware and the lower value refers to IT services only, excluding both software and hardware. Hence, ‘each ≥€1m {300k}’ should be read as ‘each ≥€1m (including services and software, excluding hardware) or each ≥€300k (including services only)’, and so forth. |
| Reference Date Eligibility |  | Time period is 5 years and it is counted from 1 January of the first reference year. ‘5 years’ refers to a period from 1-Jan-2009 to 31-Dec-2013. For clarity, the projects in this case must have finished during this period, but not necessarily started after 1-Jan-2008. |
| Terms of Reference | ToR |  |
| Enterprise Resource Planning System | ERP |  |
| Value Added Tax | VAT |  |
| Public Enterprise EPS | PE EPS |  |
|  | MES | Management Enterprise System |

# GENERAL DATA ON PUBLIC PROCUREMENT

1. Name, address and the website of the Employer: JAVNO PREDUZEĆE “ELEKTROPRIVREDA SRBIJE” Beograd, Carice Milice 2, [www.eps.rs](http://www.eps.rs/)
2. Type of procedure: Open procedure in accordance with Article 32 of Public Procurement Law («Official Gazette of RS» no. 124/12)
3. Subject of public procurement procedure: **Information system to support the sale of electricity (hereinafter “ISSSE” or “System”).**

Procurement of the Information system to support the sale of electricity consists of the following three items to be procured within this tender as one package altogether referred to as “ISSSE Project” or “Project”:

* 1. ISSSE Licenses - Procurement of the licenses of the existing ISSSE solution with the minimum required and mandatory functionality defined in Section 6.1 of this document,
	2. ISSSE Implementation Services - PE EPS requirements analysis, specification, existing ISSSE solution customization and/or development and implementation services defined in Section 6.1 of this document,
	3. ISSSE 1year Operation Support - One year operation support of the implemented ISSSE solution at PE EPS defined in Section 6.1 of this document.

Subject of public procurement procedure detailed description is specified in Section 6.1.

1. Reserved procurement: no
2. E-Auction: no
3. Purpose of the procedure: procedure is conducted for the purpose of conclusion of public procurement contract

1. Contact: Ivana Đorđević , e-mail: ivana.djordjevic@eps.rs

# DATA ON PUBLIC PROCUREMENT SUBJECT

1. Description of procurement subject, name and designation in the Common Procurement Vocabulary (CPV): Informational systems 48810000
2. Description of lots, name and designation from Common Procurement Vocabulary (CPV): none
3. Information on framework agreement: none

# INSTRUCTION TO TENDERERS ON HOW TO PREPARE TENDERS

The Tender Documents contain Instructions to tenderers on how to prepare a tender and the necessary data on the Employer’s requirements in terms of tender contents, as well as the conditions under which the selection of the most favourable tender is carried out under the public procurement procedure.

The Tenderer shall meet all conditions stipulated by the Public Procurement Law (hereinafter referred to as: Law) and Tender documents. The tender shall be prepared and submitted on the basis of the Invitation, in accordance with the Tender Documents, otherwise, the tender shall be rejected as unacceptable.

Type, technical characteristics and specification of the public procurement subject are provided under Section 6 of Tender Documents. If the Tenderer does not submit the tender in the manner defined by the Tender Documents, the tender shall be rejected as incorrect.

## TENDER PREPARATION METHOD AND THE TENDER FORM FILLING INSTRUCTIONS

Tenderer shall prepare the tender in such a way to, clearly and unambiguously type on the computer or typewriter without typing mistakes, fill in Forms with required data or according to Forms which make the integral part of tender documents and certify it with seal and the signature of authorized person.

Tenderer shall state in the Tender Form: total price without VAT, tender validity period, as well as the other Tender Form elements.

 All documents submitted in the tender shall be bound in one whole with a string and sealed (with wax or in some other way), thus preventing additional insertion, removal or replacement of individual sheets of paper, i.e. annexes, without visible damage to the sheets or the stamp.

 Tenderer shall initial each tender page on both sides. The Tenderer shall number each tender page on both sides (including blank pages, if any) by hand, computer or a typewriter. Evidence attached to the tender, which cannot be damaged, numbered or initialled due to its importance (e.g. bank guarantee, promissory notes), shall be put in a special plastic pocket, while this plastic pocket shall be visibly initialled and numbered on each tender page on both sides. The plastic pocket shall be glued at the top to protect the important evidence which cannot be damaged due to its importance.

Tenderer shall submit the tender with evidence certifying the fulfilment of the Tender Documents conditions in a closed and sealed envelope, so that it can be verified with certainty that it was opened for the first time, to the following address: Javno preduzeće „Elektroprivreda Srbije“, 11000 Beograd, Srbija, Balkanska 13, PAK 103101 - Records Division – labeled with: “Information system to support the sale of electricity “– Public Procurement number PP 31/14/DIKT - DO NOT OPEN“.

Tenderer shall in a closed and sealed envelope, together with the tender in writing submit a CD or USB containing the tender in PDF format.

The back of the envelope shall contain the exact name and address of the Tenderer, its phone and fax numbers, as well as the first and the last name of the authorized contact person.

## TENDER SUBMISSION, AMENDMENT, ADDITION AND CANCELLATION

 Tenderer may submit only one tender.

The tender may be submitted by a tenderer individually, by a group of tenderers, as well as by a tenderer with a subcontractor.

The Tenderer who submitted the tender individually may not simultaneously participate in the joint tender or as a subcontractor. In the event that the Tenderer acts contrary to these instructions, each tender it participates shall be rejected.

The Tenderer may be the member of only one group of tenderers submitting a joint tender, i.e. participate in only one joint tender. If the Tenderer has within the group of tenderers submitted two or more joint tenders, the Employer shall reject all such tenders.

 Within the tender submission period, the Tenderer may amend or supplement an already submitted tender in writing to the Employer’s address, labelled with ‘AMENDEMENT – ADDITION – the Tender for the public procurement of – „ Information system to support the sale of electricity “ – Public Procurement number PP 31/14/DIKT – DO NOT OPEN“.

In the event of amendment or addition of the submitted tender, the Employer shall throughout the tender expert evaluation consider the amendment and additions only if they have been made wholly and in accordance with the form to which they relate from the already submitted tender.

Within the tender submission period, the Tenderer may revoke its already submitted tender in writing to the Employer’s address, labelled with: ‘CANCELLATION – Tender for the public procurement of „Information system to support the sale of electricity “ - Public Procurement number PP 31/14/DIKT – DO NOT OPEN“.

If the Tenderer cancels an already submitted tender prior to the expiry of the tender submission period, the Employer shall not open this tender, and it shall return it unopened to the Tenderer.

If the Tenderer amends or revokes the submitted tender after the tender submission period has expired, the Employer shall collect the Bid Bond.

## LOTS

Subject Public Procurement is not divided into several separate lots.

## TENDER WITH VARIANTS

Tender with variants is not permitted.

## TENDER SUBMISSION DEADLINE AND TENDER OPENING

 A timely tender is deemed to be a tender received and sealed with a receipt stamp by the Employer’s records division, no later than 12h within 30 (in words: thirty) days from the day of publishing Invitation to Tender on Public Procurement Portal, regardless of the sending method. If the deadline for submitting the tender falls on weekend or state holiday, the deadline is moved to the first subsequent workday.

Having in mind that the Invitation to Tender for subject procurement was published on 20.06.2014 the Public Procurement Portal, the deadline for Tender submission is 21.07.2014 **until 12:00 hrs.**

 If the Tender is submitted after the expiry of the tender submission deadline indicated in the Invitation and the Tender Documents, it shall be considered as untimely, while the Employer shall after the finalization of the tender opening procedure return it to the Tenderer unopened, with an indication that it was not submitted in time.

 Public Procurement Committee shall open timely submitted tenders publicly on 21.07.2014. at 12:30h at the premises of Javno preduzeće “Elektroprivreda Srbije“, Beograd, Balkanska 13.

 Tenderers’ representatives taking part in the public tender opening procedure shall prior to the public tender opening procedure submit a power of attorney in writing for the participation in this procedure to the Public Procurement Committee issued on the Tenderer’s letterhead, filed, sealed and signed by the authorized person of the Tenderer.

Public Procurement Committee shall take minutes of tender opening containing the data stipulated by the Law.

 Minutes of tender opening is signed by members of the Committee and authorized representatives of tenderer that take over the copy of the Minutes.

The Employer shall within 3 days after the Tender opening procedure has been finalized send the tender opening Minutes by post or e-mail also to the tenderers who did not participate in the tender opening procedure.

## INFORMATION ON THE LANGUAGE IN PUBLIC PROCUREMENT PROCEDURE

 The Employer prepared the Tender Documents in Serbian and English and it shall conduct the public procurement procedure in Serbian.

 The tender with all annexes shall be prepared in Serbian and/or English. If some of the evidence or documents are in another foreign language, the latter shall be translated into Serbian or English and certified by the authorized translator/interpreter.

 If the Tender with all its annexes is not prepared in Serbian and/or English, it shall be rejected as unacceptable.

## SUBCONTRACTORS

 If Tenderer states in the tender that it shall trust the Subcontractor to perform partial execution of the procurement, it shall state the name of the Subcontractor, and if the Contract between the Employer and Tenderer is concluded, that Subcontractor shall be stated in the Contract.

 Tenderer shall state percentage in the total value of procurement which shall be trusted to Subcontractor(s), and which cannot be higher than 50% as well as the part of the subject procurement that shall be performed through Subcontractor(s).

Tenderer shall, at Employer’s request, enable it access to Subcontractor in order to determine the fulfilment of conditions.

 Each Subcontractor, engaged by Tenderer, must fulfil conditions under Article 75 paragraph 1 items 1) to 4) of the Law, which is proved by submitting evidence stated in the section Requirements for Participation under Article 75 and 76 of the Law and Instruction how to prove the fulfilment of requirements. Especially, the subcontractor has to explicitly state in its offer that it fulfilled obligations under applicable legislation concerning safety at work, employment and working conditions, protection of environment, and that it guarantees that it holds the rights to intellectual property (Form 3.1).

 All forms in the Tender shall be signed and certified by the Tenderer, except Form 3, which shall be filled in, signed and certified by every Subcontractor on its own behalf.

Tender of the Tenderer engaging a subcontractor shall be evaluated according to the criterion elements only on the basis of the indicators and evidence relating to the Tenderer.

The conditions relating to the necessary financial and business and sufficient technical and staff capacities shall be met by the Tenderer independently, regardless of the subcontractors.

The tender shall contain:

* The „Subcontractor Share‟ form (Form 1.1 of the Tender Documents) filled-in, signed and stamped;
* The „Subcontractor Data‟ form (Form 1.2 of the Tender Documents) filled-in, signed and stamped;
* Form3, point 1 to 4 filled-in, signed and stamped for each of the subcontractors.

The Tenderer shall be fully responsible to the Employer for the execution of contracted services, regardless of the number of subcontractors.

Tenderer may not engage as a Subcontractor person not indicated in tender, otherwise, Employer shall collect security instruments and terminate the Contract, unless the Employer would suffer significant damage by Contract termination.

Tenderer may engage as Subcontractor person not indicated in the tender, if upon tender submission Subcontractor sustained lasting insolvency, if the person fulfils all requirements defined for Subcontractor and if it obtains previous consent by Employer.

 Employer in this procedure does not envisage the application of provisions of paragraph 9 and 10 of Article 80 of Public Procurement Law.

## GROUP OF TENDERERS (JOINT TENDER)

In the case that several tenderers submit a joint tender, they need to submit a Joint Service Execution Contract as the integral part of the tender, commit between themselves and towards Employer to joint execution of public procurement, which has to contain information stipulated by Article 81 paragraph 4 of Public Procurement Law:

1. on the member of the Group that shall be the Holder of the work i.e. that shall submit the tender and that shall represent the Group of Tenderers before the Employer;
2. on the Tenderer that shall on behalf of the Group of Tenderers sign the contract;
3. on the Tenderer that shall on behalf of the Group of Tenderers give financial security instruments;
4. on the Tenderer that shall issue the bill;
5. on the account to which the payment shall be executed;
6. on the obligations of each Tenderer from the Group of Tenderers for contract execution.

Also, names of the persons, separately for each Tenderer, that shall be responsible for procurement execution need to be stated in this Contract.

Tenderers from the Group of Tenderers have joint and several liabilities towards Employer in accordance with the Law.

Each Tenderer from the Group of Tenderers that submit a joint tender needs to fulfil the requirements under Article 75 paragraph 1 items 1) to 4) of the Law, and prove it by submitting evidence stated in the Section Requirements for participation under Article 75 and 76 of the Law and Instruction how to prove the fulfilment of requirements. Especially, the group of tenderers have to explicitly state in its offer that they fulfilled obligations under applicable legislation concerning safety at work, employment and working conditions, protection of environment, and that it guarantees that it holds the rights to intellectual property.

 In the event of joint tender by a Group of Tenderers all forms are signed and certified by a member of the Group of Tenderers nominated as the Holder of the work in the Contract of the members of the Group of Tenderers, except from Form 3 filled in, signed and certified by each member of the Group of Tenderers on its own behalf.

Joint tender by the Group of Tenderers shall be evaluated according to the criterion elements on the basis of the indicators and evidence relating to the all members of the Group of Tenderers, having in mind all the notes related to certain criterion elements (shown in point 4.18 of this Section of the Tender Documents).

In the case that the tenderers submit a joint tender, this shall be indicated in the Tender Form; they can also submit a Joint Service Execution Contract precisely establishing the tenderer responsibilities in the contract execution (allocation of obligations and activities inside the group and the responsibility of each member in executing the subject public procurement services), defining the payment allocation and method (individually for each member or collectively through the Leader), as well as the contract validity period, corresponding to the public procurement Contract validity period. Legal persons should indicate the names and qualifications, for each of the tenderers individually, responsible for the execution of the service being the public procurement subject.

If the tender of the group of tenderers is evaluated as the most eligible one, and they have not submitted a Joint Service Execution Contract, the Employer shall require from this group to submit a legal joint procurement execution document, regulating their mutual relations, in accordance with the previous paragraph hereof. In case that group of tenderers does not act in this manner Employer shall consider that the same group of tenderers refused to sign the contract, and Employer shall hence collect the financial security instrument (or retain the amount paid into PE EPS account as the case may be) that was provided as Bid Bond.

## PAYMENT METHOD AND CONDITIONS

In subject public procurement the method of payment is the condition for participating in the procedure and implies the following payment:

Employer accepts payment under the following conditions:

**A) if advance payment is not required:**

* In 2014 maximum 45%of the Offered Price by the Tenderer will be paid according to the following payment terms:
	+ Maximum 5% (five percent) of the Offered Price by the Tenderer - after the completion of the work based on the approved and accepted Requirement Specification Document (Deliverable 1 of Phase 1 - Analyses & Requirements Specification, for details and deadlines please refer to the Section 4.10 and 6.2.11 of this document),
	+ Maximum 5% (five percent) of the Offered Price by the Tenderer - after the completion of the work based on the approved and accepted Detailed Technical Design Document (Deliverable 2.1 of Phase 2 - ISSSE Target Concept, for details and deadlines please refer to the Section 4.10 and 6.2.11 of this document),
	+ Maximum 20% (twenty percent) of the Offered Price by the Tenderer - approved and accepted Deliverable 2.1 - Detailed Technical Design Document and after the approved and accepted delivery of ISSSE Software Licenses for 20 users (Deliverable 2.2 of Phase 2 - ISSSE Target Concept, for details and deadlines please refer to the Section 4.10 and 6.2.11 of this document),
	+ Maximum 15% (fifteen percent) of the Offered Price by the Tenderer - after the completion of the work based on the approved and accepted ISSSE Functionality Package 1 Handover Protocol Document (Deliverable 3 of Phase 3 - ISSSE Functionality Package 1 Implementation, for details and deadlines please refer to the Section 4.10 and 6.2.11 of this document),
* In 2015 maximum 55% of the Offered Price by the Tenderer will be paid according to the following payment terms:
	+ Maximum 15% (fifteen percent) of the Offered Price by the Tenderer - after the completion of the work based on the approved and accepted ISSSE Functionality Package 2 Handover Protocol Document (Deliverable 4 of Phase 4 - ISSSE Functionality Package 2 Implementation, for details and deadlines please refer to the Section 4.10 and 6.2.11 of this document),
	+ Maximum 10% (ten percent) of the Offered Price by the Tenderer - after the completion of the work based on the approved and accepted ISSSE Functionality Package 3 Handover Protocol Document (Deliverable 5 of Phase 5 - ISSSE Functionality Package 3 Implementation, for details and deadlines please refer to the Section 4.10 and 6.2.11 of this document),
	+ Maximum 10% (ten percent) of the Offered Price by the Tenderer - after the completion of the work based on the approved and accepted ISSSE Functionality Package 4 Handover Protocol Document (Deliverable 6.1 of Phase 6 - ISSSE Functionality Package 4 Implementation, for details and deadlines please refer to the Section 4.10 and 6.2.11 of this document),
	+ 5% (five percent) of the Offered Price by the Tenderer - after the completion of the work based on the approved and accepted ISSSE Final Handover Protocol Document (Deliverable 6.2, implemented and accepted ISSSE Functionality Packages 1-4, for details and deadlines please refer to the Section 4.10 and 6.2.11 of this document),
	+ Maximum 15% (fifteen percent) of the Offered Price by the Tenderer for Phase 7 - ISSSE 1 year Operation Support in the period from January 1, 2015 – December 31, 2015. Operation support will be invoiced on a monthly basis by the Tenderer based on the Monthly ISSSE Operation Support Acceptance Protocol approved and accepted by Employer i.e. maximum 1/12 of the 15% of the Offered Price by the Tenderer can be invoiced per month. For details and deadlines please refer to the Section 4.10 and 6.2.12 of this document.

**B) if advance payment is required**

* Maximum amount of the advance payment up to 10% (ten percent) of the Offered Price by the Tenderer – if advance payment is required,
* In 2014 maximum 45% of the Offered Price by the Tenderer will be paid according to the following payment terms:
	+ Maximum 4.375% (four point three hundred and seventy-five percent) of the Offered Price by the Tenderer - after the completion of the work based on the approved and accepted Requirement Specification Document (Deliverable 1 of Phase 1 - Analyses & Requirements Specification, for details and deadlines please refer to the Section 4.10 and 6.2.11 of this document),
	+ Maximum 4.375% (four point three hundred and seventy-five percent) of the Offered Price by the Tenderer - after the completion of the work based on the approved and accepted Detailed Technical Design Document (Deliverable 2.1 of Phase 2 - ISSSE Target Concept, for details and deadlines please refer to the Section 4.10 and 6.2.11 of this document),
	+ Maximum 17.5% (seventeen point five percent) of the Offered Price by the Tenderer - approved and accepted Deliverable 2.1 - Detailed Technical Design Document and after the approved and accepted delivery of ISSSE Software Licenses for 20 users (Deliverable 2.2 of Phase 2 - ISSSE Target Concept, for details and deadlines please refer to the Section 4.10 and 6.2.11 of this document),
	+ Maximum 13.125% (thirteen point one hundred and twenty-five percent) of the Offered Price by the Tenderer - after the completion of the work based on the approved and accepted ISSSE Functionality Package 1 Handover Protocol Document (Deliverable 3 of Phase 3 - ISSSE Functionality Package 1 Implementation, for details and deadlines please refer to the Section 4.10 and 6.2.11 of this document),
* In 2015 maximum 55% of the Offered Price by the Tenderer will be paid according to the following payment terms:
	+ Maximum 13.125% (thirteen point one hundred and twenty-five percent) of the Offered Price by the Tenderer - after the completion of the work based on the approved and accepted ISSSE Functionality Package 2 Handover Protocol Document (Deliverable 4 of Phase 4 - ISSSE Functionality Package 2 Implementation, for details and deadlines please refer to the Section 4.10 and 6.2.11 of this document),
	+ Maximum 8.75% (eight point seventy-five percent) of the Offered Price by the Tenderer - after the completion of the work based on the approved and accepted ISSSE Functionality Package 3 Handover Protocol Document (Deliverable 5 of Phase 5 - ISSSE Functionality Package 3 Implementation, for details and deadlines please refer to the Section 4.10 and 6.2.11 of this document),
	+ Maximum 8.75% (eight point seventy-five percent) of the Offered Price by the Tenderer - after the completion of the work based on the approved and accepted ISSSE Functionality Package 4 Handover Protocol Document (Deliverable 6.1 of Phase 6 - ISSSE Functionality Package 4 Implementation, for details and deadlines please refer to the Section 4.10 and 6.2.11 of this document),
	+ 5% (five percent) of the Offered Price by the Tenderer - after the completion of the work based on approved and accepted ISSSE Final Handover Protocol Document (Deliverable 6.2 - implemented and accepted ISSSE Functionality Packages 1-4, for details and deadlines please refer to the Section 4.10 and 6.2.11 of this document),
	+ Maximum 15% (fifteen percent) of the Offered Price by the Tenderer for Phase 7 - ISSSE 1 year Operation Support in the period from January 1, 2015 – December 31, 2015. Operation support will be invoiced on a monthly basis by the Tenderer based on the Monthly ISSSE Operation Support Acceptance Protocol approved and accepted by Employer i.e. maximum 1/12 of the 15% of the Offered Price by the Tenderer can be invoiced per month. For details and deadlines please refer to the Section 4.10 and 6.2.12 of this document.

 If the advance payment is required, Employer shall require that the Tenderer submit Advance Payment Guarantee in the amount of the required advance payment at the time of contract conclusion.

If the Tenderer offers another method of payment or the higher amount of advance payment than the one stated as maximum amount, the Tender shall be rejected as unacceptable.

 Calculation and payment shall be performed by the Employer by means of a dinar/foreign currency bank order to domestic/foreign Tenderer within 30 days as of the receipt and endorsement of each individual invoice according to the payment conditions stated above. Invoice has to be accompanied by the acceptance protocol of the relevant deliverable as per payment conditions stated above. Endorsement shall be executed by the authorized representative of the Employer.

The contracted value shall be paid if the price was quoted in Euros to the domestic tenderer (as well as to the domestic member of the group of tenderers, unless the Joint Service Execution Contract stipulates that the payment will be made through the Leader) under the middle Euro exchange rate of the National Bank of Serbia valid on the invoicing date.

##  PROCUREMENT SUBJECT EXECUTION PERIOD

Public procurement subject execution period is envisaged as a condition for participating in the procedure.

Maximum acceptable deadlines are as follows:

* 2 months from the Contract signature but not later than 20.12.2014 - approved and accepted Deliverable 1 - Requirement Specification Document,
* 3 months from the Contract signature but not later than 20.12.2014 - approved and accepted:
	+ Deliverable 2.1 - Detailed Technical Design Document,
	+ Deliverable 2.2 - ISSSE Software Licenses,
* **Not later than 20.12.2014** - approved and accepted Deliverable 3 - ISSSE Functionality Package 1 Handover Protocol Document (based on implemented ISSSE Functionality Package 1),
* **Not later than 1.1.2015** – “Go-Live Date” for ISSSE Functionality Package 1
* **1.1.2015** - start of the Phase 7 - ISSSE 1 year Operation Support,
* 12 months from the Contract signature but not later than 18.12.2015 - approved and accepted Deliverable 4 - ISSSE Functionality Package 2 Handover Protocol Document,
* 14 months from the Contract signature but not later than 18.12.2015 - approved and accepted Deliverable 5 - ISSSE Functionality Package 3 Handover Protocol Document,
* 16 months from the Contract signature but not later than 18.12.2015 - approved and accepted Deliverable 6.1 - ISSSE Functionality Package 4 Handover Protocol Document,
* **Not later than 18.12.2015** - approved and accepted Deliverable 6.2 - ISSSE Final Handover Protocol Document

**31.12.2015** – end of the Phase 7 - ISSSE 1 year Operation Support,

If the tenderer offers the deadlines longer than the above stated, Tender shall be rejected as unacceptable.

Deadline for starting the execution of service is no later than 3 days from the mutual contract signing.

## SERVICE EXECUTION TIME SCHEDULE

 Tenderer shall submit Service Execution Time Schedule in accordance with the given service execution period and above stated deadlines as a separate annex to the tender (Form 9 in Tender documents).

 All main activities determined within Terms of Reference should be indicated in view of reaching objectives of Terms of Reference and individual modules, including the submission of reports and other activities.

If the Tenderer does not submit Time Schedule within the Tender, the tender shall be rejected as unacceptable.

## STAFF ENGAGEMENT AND WORK PLAN

 The Tenderer shall propose in its tender a detailed Work Plan with Approach & Methodology according to modules, description of breakdown of resources and activities within modules defined in the ToR, overview of fields for which staff will be engaged, overview of staff engagement based on man-days, logical sequence of activities in accordance with the Work Plan according to:

* Phase 1 - Analyses & Requirements Specification,
* Phase 2 - ISSSE Target Concept,
* Phase 3 - ISSSE Functionality Package 1 Implementation,
* Phase 4 - ISSSE Functionality Package 2 Implementation,
* Phase 5 - ISSSE Functionality Package 3 Implementation,
* Phase 6 - ISSSE Functionality Package 4 Implementation,
* Phase 7 - ISSSE 1 year Operation Support

The Tenderer shall propose his project staff which would be in compliance with EPS assumed ISSSE Project Organizational Structure specified below (see Figure 1) and would cover all the positions specified as Senior Staff (see section 4.18.3.1) as well as Operational Team Composition (see section 4.18.3.2).

**Figure 1 ISSSE Project Organizational Structure**



The Tenderer shall state qualification structure, function and team member engagement time in Form 7 of the Tender documents, whereas it shall state the overview of staff engagement in Form 7.1 of the Tender Documents.

The declared Senior Staff specified in section 4.18.3:

* Is responsible for:
	+ ISSSE project delivery in all phases
	+ Communication with EPS staff on counter position in relevant areas (e.g. Project Manager of Provider communicates with Project Manager of the Employer, etc.)
* Minimal onsite presence is required for any deliverables handover meeting.

The communication language during the ISSSE Project realization shall be English or Serbian. Based on the request of the Employer, Provider is obliged to involve Serbian speaking consultants. Therefore, Provider needs to include at least 2 Serbian speaking consultants in the delivery of the ISSSE Project and include their CVs in the format of the Form 8 of the Tender documents.

## PRICE

 The price shall be expressed in Dinars, VAT excluded.

In the case that the submitted tender does not specify whether the offered price includes the tax or not, it shall be considered in accordance with the Public Procurement Law that the latter does not include tax.

 The Tenderer may express the price in Euros, while the latter shall for Tender evaluation purposes be converted into Dinars by using the middle exchange rate of the National Bank of Serbia on the Tender opening day.

 Offered price shall be fixed.

 Offered price shall be paid in accordance with the conditions stated in section 4.9 Payment Method and Conditions of this tender (payment in 2014 of maximum 45% of the Offered price and payment in 2015 of maximum 55% of the Offered price as per approved and accepted deliverables).

 Offered price must cover and include all costs that the Tenderer has in procurement realization.

 If the tender contains an unusually low price, the Employer shall act pursuant to Article 92 of the Law.

 The price is anticipated as a tender evaluation criteria element in the subject public procurement.

 The price shall be expressed by filling Form 10 and Form 10.1.

## FINANCIAL SECURITY INSTRUMENTS

The Tenderer shall submit the following financial security instruments:

1. **Within the offer:**
* ***Tender Bond***

The Tenderer should provide original Tender Bond in the amount 5% of the tenderer offered price. Tender Bond shall be unconditional (without protest) and payable at first demand, valid at least 60 (in letters: sixty) days as of tender opening. In the event that the Tenderer does not meet its obligations in public procurement procedure, Employer shall collect submitted bank guarantee.

If the Tenderer submits a guarantee of the foreign bank, such bank shall at least have credit rating of credit of quality 3 (investment rank).

The Tender Bond shall be returned to the Tenderer with whom the contract was not concluded directly after the contract has been signed with the selected tenderer.

OR

* ***Bill of Exchange (for domestic Tenderers)***

The Tenderer shall submit blank promissory note and promissory note authorization and photocopy of the list of specimen signatures in the amount of 5% of the tenderer offered price

Promissory note and promissory note authorization shall have maturity “at sight” and clause “without protest” and shall be registered with the Registry of Bill of Exchange and authorizations of the National Bank of Serbia. Tenderer shall submit them together with certificate of commercial bank that shall represent evidence on registration of the promissory note and promissory note authorization and list of specimen signatures with the bank where request for registration of promissory note and promissory note authorization has been submitted.

The Promissory Note shall be returned to the Tenderer with whom the contract was not concluded directly after the contract has been signed with the selected tenderer.

 OR

* ***Payment to the account of the Employer***

The Tenderer shall ensure payment for bid bond against the amount of 5% of the tenderer offered price to the account of the Employer (for payments in dinars, account No.160-700-13 with Banka Intesa AD Beograd; and for payments in euros, account IBAN No. RS35160005030000152939 with Banka Intesa AD Beograd) and to submit evidence on effected payment in the Tender. Paid amount shall be returned to the Tenderer with whom the contract was not concluded directly after the contract has been signed with the selected tenderer.

All financial security instruments may be issued to the member of the Group of Tenderers or Tenderer, but not to the Subcontractor.

In case that the Tenderer does not fulfil overtaken obligations in subject public procurement procedure, the Employer is authorized to collect submitted security instruments by the Tenderer.

If the Tenderer does not submit the financial security instruments within deadlines and in a manner foreseen by the Tender Documents, the tender shall be rejected, as unacceptable.

Tenderer shall submit, at the moment of offer submitting, to the Employer evidence on professional liability insurance, as security instrument for fulfilment of contractual obligations.

Selected Tenderer shall conclude Insurance Contract at its own cost in the event determined in previous paragraph with insurance sum in the amount of 10% of the contracted value excluding VAT.

Insurance shall be valid until completion of activities related to provision of Information system to support the sale of electricity that are the subject of Contract.

## ADDITIONAL INFORMATION AND CLARIFICATIONS

Tenderer may require additional information or clarifications in written form regarding Tender preparation, no later than five days prior to the Tender submission expiry date, at the address of the Employer, with the label: “ADDITIONAL CLARIFICATION – Public procurement number PP 31/14/DIKT “ or via e-mail address: ivana.djordjevic@eps.rs.

Employer shall within 3 days upon the receipt of request send a reply in written form to the applicant and it shall publish this information on the Public Procurement Portal and its website.

 Communication in the public procurement procedure is performed in a manner stipulated by the Article 20 of the Law.

## ADDITIONAL EXPLANATION, CONTROL AND PERMITTED CORRECTIONS

Employer may, after the opening of tenders, in written form or via e-mail, request from the Tenderer additional explanations that shall help during review, evaluation and comparison of the tenders, as well as to perform the control (insight) of the Tenderers and/or its Subcontractor, i.e. participants in the joint tender.

The Tenderer shall act upon the request of the Employer, i.e. it shall submit required explanations and enable direct insight.

Employer can, with the consent of the tenderer, make the corrections of calculation errors observed during the consideration of the tender upon finalized tender opening procedure.

 In the event of the difference between unit and total price, unit price shall prevail.

## NEGATIVE REFERENCES

Employer shall reject the tender if it has the evidence that tenderer in the previous three years in the public procurement procedure:

* did not act in accordance with the ban from Article 23 and 25 of the Law;
* breached competition rules;
* submitted false data in tender or without justified reasons refused to conclude the public procurement contract, after contract was awarded to it;
* refused to submit evidence and security instruments for which it was obliged according to tender.

Employer shall reject the tender if it has the evidence confirming that the tenderer did not fulfil its obligations under previously concluded public procurement contracts referring to the same subject of procurement, for the period of three previous years. Evidence of the stated can be:

* final and binding court decision or final decision of other competent body;
* document on collected security instrument for the fulfilment of obligations in public procurement procedure or fulfilment of contractual obligations;
* document on collected liquidated damages;
* complaints of the customers, i.e. users, if not solved in the agreed deadline;
* statement on contract termination due to failure to fulfil essential contractual elements, given in the manner and under conditions prescribed by the law governing contracts and torts;
* evidence on having engaged the persons not named in tender as subcontractors i.e. members of the group of tenderers to implement public procurement contract;

Employer may reject tender if it possesses evidence under Paragraph 3 Item 1) of Article 82 of the Law which refers to procedure executed or contract awarded by another employer, where it refers to the same type of public procurement subject.

Employer shall also act in the stated manners in the case of joint tender of the group of tenderers if it finds that aforementioned evidence for one or more members of the group of tenderers exist.

Based on the adopted conclusions in accordance with Article 83 of the Law, Public Procurement Office keeps the list of negative references published on Public Procurement Portal.

Employer shall reject the tender of the tenderer that is on the list of negative references as unacceptable if the subject of public procurement is of the same type as the subject for which the tenderer got negative reference.

If public procurement subject is not of the same type as subject for which tender got negative reference, the Employer shall request additional guarantee for the fulfilment of contractual obligations.

As additional guarantee, in this case, selected tenderer shall, at the moment of contract conclusion submit to the Employer original, irrevocable, unconditional Performance Bond that is payable at first demand, in the amount of 15% of the tender (contract) value, without VAT, with the validity period of at least 60 (sixty) days longer than the date determined for final work execution.

## CONTRACT AWARDING CRITERIA

Decision on contract awarding shall be adopted by the Employerusing the criteria “economically most favourable tender“.

4.18.1 Offered Price and Advance Payment **35 weights**

4.18.1.1 Offered Price 30 weights

4.18.1.2 Advanced Payment 5 weights

4.18.2 Technical Aspect **40 weights**

4.18.2.1 Project Approach & Methodology and Resource &

Work Plan 5 weights

4.18.2.2 Case Study – ISSSE implementation 15 weights

4.18.2.3 Case Study – Proposed ISSSE solution integration

Flexibility with supervisory control and data

acquisition system 10 weights

4.18.2.4 Case Study – ISSSE integration with production

Planning and scheduling systems 10 weights

4.18.3 Tenderer and Staff References **25 weights**

4.18.3.1 Senior Staff 15 weights

4.18.3.2 Operational Staff Team Composition 10 weights

**Evaluation Method**

Received tenders shall be ranked under each criterion element. This means that a shortlist of tenderers whose tenders have been evaluated as acceptable shall be formed for each element. The final shortlist of tenderers shall be formed based on the sum of weights obtained on the basis of each individual criterion element.

### Offered Price and Advance Payment max. 35 weights

Number of weights gained based on criteria sub-elements 4.18.1.1 and 4.18.1.2 is being summed up in order to calculate total number of weights for the element of criteria 4.18.1. Offered Price and Advance Payment.

#### Offered Price max. 30 weights

The price shall be established on the basis of the total offered value of all services requested by the Tender Documents. Maximum number of weights for the tender with the lowest price is 30.

For other tenders, the weights number, Ofin, is calculated by relating the tender with the lowest price, Ofin(min), multiplied by the maximum number of weights, 30, and the price offered by the Tenderer, Ofin(op), under evaluation, as follows:

**Ofin = Ofin(min) / Ofin(op) х 30**

**Evidence:** Tender Form (Form 2 of the Tender Documents)

#### Advance Payment max. 5 weights

* Tenderer does not ask for Advance Payment 5 points
* Tenderer is requesting an Advance Payment up to 5% 2 points
* Tenderer is requesting an Advance Payment more
* than 5% up to 10% 0 points

**Evidence:** Tender Form (Form 2 of the Tender Documents)

### Technical Aspect max. 40 weights

Number of points gained based on criteria sub-elements 4.18.2.1, 4.18.2.2, 4.18.2.3 and 4.18.2.4 is being summed up in order to calculate total number of points for the element of criteria 4.18.2 Technical Aspect.

#### Project Approach & Methodology and Resource & Work Plan max. 5 weights

Approach & Methodology

The Tenderer shall describe the proposed approach and methods required to achieve the given objectives in the ToR – please see section 6.2 of this document. It should include sequence, management approach and logical structure of project steps in time to reach project objectives (including individual Phase objectives). The following elements need to be defined:

* Level of relevance of proposed approach for current situation of PE EPS
* Ability of proposed approach to reach project objectives in given time and desired quality
* Logic of project steps sequence as such and in time
* Quality of each project step
* Relevance/impact of each project step on PE EPS
* Quality of project management approach
* Quality of expertise in the area of energy trading and risk management, as well as familiarity with technical aspects of energy trading
* Level of involvement of PE EPS representatives in project
* Approach of the bidder to leverage the know-how from the similar projects
* Quality of assessment of risks and related opportunities

Resource & Work Plan

The Tenderer shall propose a detailed Work Plan, describe the breakdown of resources and activities foreseen in the ToR, provide an overview of fields for which staff will be engaged, and a logical sequence of activities in accordance with the Work Plan.

It is necessary to:

* Define the resource – staff allocation method with the required qualifications and establish activities according to phases, to meet the indicated requirements and implement the agreed activities – deliverables;
* Describe the logical implementation sequence of activities within phases, their dependencies and mutual alignment, specifically indicating the individual activities required to implement ToR objectives (and objectives of the individual phases).

Overview of fields defined by the Employer to evaluate the appropriate staff engagement (hereinafter referred to as: ‘List of Fields’):

* Energy trading and risk management
* ISSSE implementation
* ISSSE integration with ERP systems
* ISSSE Integration with supervisory and data acquisition systems
* Electricity Generation Industry
* Energy Market Opening and Liberalization

**Scoring:**

**10 points:**

Approach: The Tenderer demonstrated a consistent and appropriate approach, both to the overall project and to each ToR phase. The applied project management approach is appropriate for the scope and complexity of the assignment in terms of the successful completion of objectives as specified in the ToR. Used rationale is appropriate and defendable and based on real-life examples. Project approach and methodology is relevant and suitable for current PE EPS environment and is based on demonstrated excellent in-depth knowledge and experience.

Work Plan: The work plan shows the detailed structure of activities. The work plan is logical, appropriate, consistent, and corresponds to the methodological approach applied by the Tenderer.

* The work plan allows for efficient project steering and control. The work plan is defendable.
* For each milestone and deliverable in ToR’s phases, the Tenderer shall define indicative implementation period (in line with point 4.10 and 4.11. of Tender Documents).
* The Tenderer shows in detail the resources it plans to engage on the ToR activities implementation, as well as indicatively broken down for each phase. Employee engagement plan provides appropriate resources for each activity as defined in the ToR.
* It also provides defendable justification for the allocation of all resources in order to meet the requirements stated in the ToR and proposed deadlines.
* For each task or set of activities, the Tenderer has identified the Employer’s staff support requirements necessary to successfully implement the ToR.

**6 points:**

Approach: Generally, the approach is adequate, but the description given by the Tenderer does not contain sufficient detail. Methodologies are generalized and not indicated specifically for activities specified in the ToR. Used rationale is not always defendable. Project approach and methodology can be applied in current PE EPS environment and is based on demonstrated very good in-depth knowledge and experience.

Work Plan: The description lacks sufficient details (e.g. regarding objectives, timing, deliverables, etc.) and does not fully satisfy the successful completion of the work plan within the given periods.

* The work plan is not fully defendable.
* The Tenderer does not show in sufficient detail the resources it plans to assign to the ToR activities implementation including individual modules. The resource allocation plan does not fully satisfy the required skills and experience to cover each activity as specified the List of Fields.
* Employee engagement plan provides justification for the resources allocation. However, the offered resources number or qualifications justification is not fully defendable.

**2 points**

Approach: The used approach and method description is not sufficiently accurate, specific nor defendable to achieve the end outcome as indicated in the ToR. Project approach and methodology can be applied with difficulties in current PE EPS environment.

Work Plan: The Tenderer defined a work plan and a resource allocation plan, but they are not detailed/consistent or are not defendable. The resource allocation plan does not satisfy the skills and experience requirements for each field indicated in the List of Fields.

**Evidence:** Work Plan, Qualification structure, Function and Team member engagement time (Form 7 of the Tender Documents) and Overview of staff engagement (Form 7.1 of the Tender Documents), CV of each team member engaged for providing the services that are the subject of this public procurement (Form 8 of the Tender Documents)

#### Case Study – ISSSE implementation 15 weights

The Tenderer should provide case study that covers all important aspects of the PE EPS proposed ISSSE solution for similar type of customer and energy market situation, approaching to resolve the situation as described below:

Cased study goals to be covered:

* Design, implementation and operational support of ISSSE system:
	+ operating in conditions of liberalized energy market
	+ allowing connectivity to external trading data resources (exchanges, brokers, TSO, regulatory authorities)
	+ allowing trading with ancillary services as well
	+ open (new functionality enhancement planned)
	+ parameters of ISSSE system operational support and description of provided services - including SLA parameters for critical and noncritical issues (incidents), SW maintenance and application management

Case study project phases to be covered:

* Phase I. - Initial trading (contract management) and generation controls system implementation
* Phase II. – Enhancement of contract evidence functionalities, trading balance and checking mechanisms implemented
* Phase III. - System for trading of ancillary services delivery (planning, selling, production, reporting - preparation for ancillary services market opening)
* Phase IV. - System for control of own trading and selling positions (intra company trading)
* Phase V. - Optimization and modernization of ISSSE (number of users enhancement, robustness of the system improved due to expansion of processed transactions and time series data) if applicable
* Phase VI. – Implementation of ERP and ISSSE interface (like invoicing, code lists, cash flow items (planned/realized), …….)

Case study description of customer:

* customer is/was a monopoly, state owned company with more than 80% of market oriented on generation of electricity,
* the company, having taken into account expected liberalization of energy market, is to be transformed into more particular companies specialized only on generation, only on distribution, only on trading with electricity and the subject focused on retail activities,
* the company operates with more than 5000MW of installed power of generation, and more types of resources of electricity generation (water power plant, heat power plant, …),
* customer´s ISSSE is securing at least 10000 wholesale transactions per annum or has achieved 10000 wholesale transactions at least in 1 calendar year of operation

Case study description of energy market situation:

* energy market is/was expected to be transformed from monopolistic to liberated one and unbundling of monopoly companies operating on the market will follow/has followed,
* liberalization of energy market allows competitive environment creation including entrance of foreign subjects already experienced with operation on liberated energy markets,
* consequently, rapid expansion of trading with energies is/was expected and also market with ancillary services and regulating electricity is/was expected to be created as well,
* opening the electricity market has allowed/will allow cross border trading with electricity and free capacities on borders,
* legislation regarding energy market is/was expected to be adapted to liberated market and particular frameworks for generation, distribution, trading and retail companies operating on energy market is/was to be defined.

Case study ISSSE system solution approach:

* In the first phase of the project trading functionalities of ISSSE platform should be delivered (e.g. full contract management functionality, covering of trading diagram of customer, on-line monitoring of trading free capacities, statistical information about trading balance, …),
* Next phases of the project should be oriented on delivery of requested ISSSE functionalities (invoicing of consumed electricity and ancillary services, enhancement of contract evidence about demanded time resolutions, intra company trading evidence, market position scheduling (including cross boarder markets, P&L and M2M calculation, credit risk management, …),
* Regarding to expected energy market expansion, functionalities focused on taking over responsibility for imbalance of selected consumers, monitoring and evaluation of the imbalance and consumed regulating electricity should be implemented,
* Due to optimization of trading processes on the customer side the ISSSE system integration with ERP system (e.g. SAP) focused on e.g. synchronization of code lists, invoicing processes, planned and realized cash flow should be to possible in future.
* System design should allow online position tracking, online access to actual transaction data including at least 5 years archive data backup history.

**Scoring:**

**15 points:**

Tenderer demonstrated implementation of similar ISSSE system as proposed to PE EPS:

* 1. Which is operating in conditions of liberalized energy market.
	2. Which allows connectivity to external trading data resources (exchanges, brokers, TSO, regulatory authorities).
	3. Which allows trading with ancillary services as well.
	4. For company having at least 80% market share on generation.
	5. For company operating with more than 5000 MW of installed power of generation.
	6. Securing at least 10000 wholesale transactions per annum or has achieved 10000 wholesale transactions at least in 1 calendar year of operation.
	7. Supporting P&L and M2M calculation.
	8. Supporting system integration with ERP system.

**8 points:**

Tenderer demonstrated implementation of similar ISSSE system as proposed to PE EPS covering:

1. Which is operating in conditions of liberalized energy market.
2. Which allows connectivity to external trading data resources (exchanges, TSO, regulatory authorities)
3. For company having at least 60% but not more than 80% market share on generation.
4. For company operating with at least 4000 MW but not more than 5000 MW of installed power of generation.
5. Securing at least 8000 but not more than 10000 wholesale transactions per annum or has achieved at least 8000 but not more than 10000 wholesale transactions at least in 1 calendar year of operation.
6. Supporting P&L or M2M calculation.

**2 points:**

Tenderer demonstrated implementation of similar ISSSE system as proposed to PE EPS covering:

1. Which is not operating in conditions of liberalized energy market.
2. Which allows connectivity to external trading data resources (TSO, regulatory authorities)
3. For company having less than 60% market share on generation.
4. For the company operating with less than 4000 MW of installed power of generation.
5. Securing less than 8000 wholesale transactions per annum or has achieved less than 8000 wholesale transactions at least in 1 calendar year of operation.

#### Case study – Proposed ISSSE solution integration flexibility with supervisory control and data acquisition system 10 weights

The Tenderer should provide case study that covers integration of supervisory control and data acquisition system with ISSSE for similar type of customer and energy market situation, approaching to resolve the situation as described below:

Case study project goals to be covered:

* Interconnection of ISSSE and supervisory control and data acquisition/MES system
* Design, implementation of interface allowing real time transmission of requested data from supervisory control and data acquisition/MES to ISSSE and vice versa, incorporated into customer environment
* Parameters of ISSSE system operational support and description of provided services - including SLA parameters for critical and noncritical issues (incidents), SW maintenance and application management

Case study project phases to be covered:

Phase I. – Supervisory control and data acquisition configuration analysis

Phase II. – Implementation steps setup

Phase III. – Integration platform customization and commissioning

Phase IV. – Solution testing and optimization

Case study description of customer:

* customer is/was a monopoly, state owned company with more than 80% of market oriented on generation of electricity,
* the company, having taken into account expected liberalization of energy market, is to be transformed into more particular companies specialized only on generation, only on distribution, only on trading with electricity and the subject focused on retail activities,
* the company operates with more than 5000MW of installed power of generation, and more types of resources of electricity generation (water power plant, heat power plant, …),
* customer´s ISSSE is securing at least 10000 wholesale transactions per annum or has achieved 10000 wholesale transactions at least in 1 calendar year of operation

Case study description of energy market situation:

* energy market is/was expected to be transformed from monopolistic to liberated one and unbundling of monopoly companies operating on the market will follow/has followed,
* liberalization of energy market allows competitive environment creation including entrance of foreign subjects already experienced with operation on liberated energy markets,
* consequently, rapid expansion of trading with energies is/was expected and also market with ancillary services and regulating electricity is/was expected to be created as well,
* opening the electricity market has allowed/will allow cross border trading with electricity and free capacities on borders,
* legislation regarding energy market is/was expected to be adapted to liberated market and particular frameworks for generation, distribution, trading and retail companies operating on energy market is/was to be defined.

Case study approach of solution for ISSSE system integration with supervisory control and data acquisition:

* allow ISSSE integration with supervisory control and data acquisition system focusing on ISSSE reception of generation equipment operational consolidated data,
* allow also collecting of supporting trading information used for real time imbalance controlling,
* ensure a trading diagram of consumers and trading diagram of consumers with delegated responsibility for imbalance transmission from ISSSE to supervisory control and data acquisition
* transmission of a generation equipment activation plan to ensure accurate provisioning of ancillary services, regulating energy and to cover selected consumers trading diagrams.

**Scoring:**

**10 points:**

Tenderer demonstrated implementation of integration of supervisory control and data acquisition system with similar ISSSE system as proposed to PE EPS covering:

1. Supervisory control and data acquisition system receives generation equipment activation plan from ISSSE.
2. Supervisory control and data acquisition system receives trading diagrams from ISSSE
3. Supervisory control and data acquisition system receives supporting business data for real time imbalance controlling

**6 points:**

Tenderer demonstrated implementation of integration of supervisory control and data acquisition system with similar ISSSE system as proposed to PE EPS covering:

1. Supervisory control and data acquisition system receives generation equipment activation plan from ISSSE.
2. Supervisory control and data acquisition system receives trading diagrams from ISSSE

**2 points:**

Tenderer demonstrated implementation of integration of supervisory control and data acquisition system with similar ISSSE system as proposed to PE EPS covering:

1. Supervisory control and data acquisition system receives generation equipment activation plan from ISSSE.

#### Case Study – ISSSE integration with production planning and scheduling systems 5 weights

The Tenderer should provide case study that covers ISSSE integration with Generation management and evaluation for similar type of customer and energy market situation, approaching to resolve the situation as described below:

Case study project goals to be covered:

* Controlling of electricity generation based on generation plant preparation requirements in hourly or 15 min. granularity
* Generation plant preparation based on:
	+ information of power resources planned usage
	+ information from ISSSE system (trading diagrams, requirements for ancillary services allocation)
* Control of own imbalance and taking over responsibly for imbalance of selected consumers
* Parameters of ISSSE system operation support and description of provided services - including SLA parameters for critical and noncritical issues (incidents), SW maintenance and application management

Case study phases to be covered:

Phase I. - Analyses and design of all power units generation planning

Phase II. - Implementation of all power units generation planning

Phase III. – Provisioning of functionalities for own imbalance controlling and taking over responsibly for imbalance of selected consumers

Case study description of customer:

* customer is/was a monopoly, state owned company with more than 80% of market oriented on generation of electricity,
* the company, having taken into account expected liberalization of energy market, is to be transformed into more particular companies specialized only on generation, only on distribution, only on trading with electricity and the subject focused on retail activities,
* the company operates with more than 5000MW of installed power of generation, and more types of resources of electricity generation (water power plant, heat power plant, …),
* customer´s ISSSE is securing at least 10000 wholesale transactions per annum or has achieved 10000 wholesale transactions at least in 1 calendar year of operation

Case study description of energy market situation:

* energy market is/was expected to be transformed from monopolistic to liberated one and unbundling of monopoly companies operating on the market will follow/has followed,
* liberalization of energy market allows competitive environment creation including entrance of foreign subjects already experienced with operation on liberated energy markets,
* consequently, rapid expansion of trading with energies is/was expected and also market with ancillary services and regulating electricity is/was expected to be created as well,
* opening the electricity market has allowed/will allow cross border trading with electricity and free capacities on borders,
* legislation regarding energy market is/was expected to be adapted to liberated market and particular frameworks for generation, distribution, trading and retail companies operating on energy market is/was to be defined.

Case study approach of solution for ISSSE system integration with generation management:

* ensure integration of ISSSE with generation management focusing on:
	+ generation planning (preparation plant production, support for portfolio management)
	+ prediction features (production planning and meteo and hydro forecast),
* the further features of the integration should support:
	+ variable production costs calculation
	+ interface with production system (bidirectional interchange of consolidated data from ISSSE system to production and vice versa)
	+ ancillary services evaluation (calculation of ancillary services and regulation energy in real time and exporting the data to ISSSE system).

Scoring:

**5 points:**

Tenderer demonstrated implementation of integration of Generation system with similar ISSSE system as proposed to PE EPS covering:

1. Generation plant preparation minimally in 15 min granularity.
2. Information from ISSSE system – trading diagrams, requirements for ancillary services allocation.
3. Real time calculation of ancillary service and regulating electricity.

**3 points:**

Tenderer demonstrated implementation of integration of SCADA system with similar ISSSE system as proposed to PE EPS covering:

1. Generation plant preparation minimally in hourly granularity.
2. Information from ISSSE system – trading diagrams, requirements for ancillary services allocation.
3. Real time calculation of ancillary service and regulating electricity.

**1 point:**

Tenderer demonstrated implementation of integration of SCADA system with similar ISSSE system as proposed to PE EPS covering:

1. Generation plant preparation.
2. Information from ISSSE system – trading diagrams, requirements for ancillary services allocation.

### Tender and Staff Reference max. 25 points

Number of points gained based on criteria sub-elements 4.18.3.1 and 4.18.3.2 is being summed up in order to calculate total number of points for the criterion element 4.18.3. Tenderer and Staff References.

#### Senior Staff max. 15 weights

**Definitions:**

To receive a full score for a given category, the Tenderer needs to fulfil each and all conditions listed in the given category:

**Scoring:**

**----------------------------------------------------------------------------------------------------------**

**15 points:**

**Project Supervisor:**

Project Supervisor has minimum 15 years practice in direct managing of heterogeneous expert teams covering representatives of supplier, customer and third parties, managing and supervising strategic projects, accompanied with practice according following points:

1. At least 5 experiences with supplies of comprehensive IT solutions with following parameters
	1. Experience at least from 3 projects having procurement value at least 11 MIO EUR without VAT
	2. Experience at least from 1 project having procurement value at least 4 MIO EUR without VAT in ELES
2. At least 2 experiences with service provisioning related with ISSSE system operation with following parameters
	1. Service duration – at least 5 years
	2. Value of provided services – at least 3 MIO EUR

**Project Manager:**

The offered Project Manager is Prince 2 Practitioner or PMI relevant level certified and has minimum 1500 MDs of work experience as the Project Manager.

**ISSSE Lead Solution Architect:**

Lead Solution Architect has minimum 10 years practice in design and customization of ISSSE architecture accompanied with practice according following points:

1. At least 3 experiences with supplies of comprehensive IT solutions with following parameters
	1. Experience at least from 2 projects having procurement value at least 8 MIO EUR without VAT in total
	2. Experience at least from 1 project having procurement value at least 3 MIO EUR without VAT in ELES

**ISSSE Lead Consultant:**

The offered Lead ISSSE Consultant has minimum 7 years’ experience in consulting of customer requirements in the area of ISSSE and/or electric power generation and consumption planning/scheduling, and/or electricity production management and/or balances and/or evaluation of production and trading activities and/or ISSSE integration to the customer’s environment, configuration of ISSSE system and customer support (training of customers) with at least 5 projects delivered in the period of last 10 years (2003 – 2013) which meet the following parameters:

1. At least 3 experiences with supplies of comprehensive IT solutions with following parameters
	1. Experience at least from 2 projects having procurement value at least 8 MIO EUR without VAT in total
	2. Experience at least from 1 project having procurement value at least 3 MIO EUR without VAT in ELES
2. At least 2 experiences with service provisioning related with ISSSE system operation with following parameters
	1. Service duration – at least 5 years each
	2. Value of provided services – at least 2 MIO EUR each

**ISSSE Test Lead:**

The offered Test Lead has minimum 2 years’ experience as Test Manager with practice consisting from test planning, test execution, test reporting and performance testing.

**----------------------------------------------------------------------------------------------------------**

**8 points:**

**Project Supervisor:**

Project Supervisor has minimum 10 years practice in direct managing of heterogeneous expert teams covering representatives of supplier, customer and third parties, managing and supervising strategic projects, accompanied with practice according following points:

1. At least 4 experiences with supplies of comprehensive IT solutions with following parameters
	1. Experience at least from 2 projects having procurement value at least 6 MIO EUR without VAT in total
	2. Experience at least from 1 project in ELES
2. At least 2 experience with service provisioning related with ISSSE system operation with following parameters
	1. Service duration – at least 3 years
	2. Value of provided services – at least 2 MIO EUR

**Project Manager:**

The offered Project Manager is Prince 2 Practitioner or PMI relevant level certified and has minimum 1000 MDs of work experience as the Project Manager.

**ISSSE Lead Solution Architect:**

Lead Solution Architect has minimum 8 years practice in design and customization of ISSSE architecture accompanied with practice according following points:

1. At least 2 experiences with supplies of comprehensive IT solutions with following parameters
	1. Experience at least from 2 projects having procurement value at least 5 MIO EUR without VAT in total
	2. Experience at least from 1 project having procurement value at least 3 MIO EUR without VAT in ELES

**ISSSE Lead Consultant:**

The offered Lead ISSSE Consultant has minimum 5 years’ experience in consulting of customer requirements in the area of ISSSE and/or electric power generation and consumption planning/scheduling, and/or electricity production management and/or balances and/or evaluation of production and trading activities and/or ISSSE integration to the customer’s environment, configuration of ISSSE system and customer support (training of customers) with at least 3 projects delivered in the period of last 10 years (2003 – 2013) which meet the following parameters:

1. At least 2 experiences with supplies of comprehensive IT solutions with following parameters
	1. Experience at least from 1 projects having procurement value at least 4 MIO EUR without VAT
	2. Experience at least from 1 project having procurement value at least 2 MIO EUR without VAT in ELES
2. At least 1 experiences with service provisioning related with ISSSE system operation with following parameters
	1. Service duration – at least 3 years
	2. Value of provided services – at least 1 MIO EUR

**ISSSE Test Lead:**

The offered Test Lead has minimum 2 years’ experience as Test Manager with practice consisting from test planning, test execution, test reporting and performance testing.

**----------------------------------------------------------------------------------------------------------**

**2 points:**

**Project Supervisor:**

Project Supervisor has less than 10 years practice in direct managing of heterogeneous expert teams covering representatives of supplier, customer and third parties, managing and supervising strategic projects, accompanied with practice according following points:

1. At least 2 experiences with supplies of comprehensive IT solutions with following parameters
	1. Experience at least from 1 project having procurement value at least 3 MIO EUR without VAT
	2. Experience at least from 1 project in ELES
2. At least 1 experiences with service provisioning related with ISSSE system operation with following parameters
	1. Service duration – at least 2 years
	2. Value of provided services – at least 1 MIO EUR

**Project Manager:**

The offered Project Manager is Prince 2 Practitioner or PMI relevant level certified and has less than 1000 MDs of work experience as the Project Manager.

**ISSSE Lead Solution Architect:**

Lead Solution Architect has less than 8 years practice in design and customization of ISSSE architecture accompanied with practice according following points:

1. At least 2 experiences with supplies of comprehensive IT solutions with following parameters
	1. Experience at least from 1 projects having procurement value at least 2 MIO EUR without VAT
	2. Experience at least from 1 project in ELES

**ISSSE Lead Consultant:**

The offered Lead ISSSE Consultant has less than 5 years’ experience in consulting of customer requirements in the area of ISSSE and/or electric power generation and consumption planning/scheduling, and/or electricity production management and/or balances and/or evaluation of production and trading activities and/or ISSSE integration to the customer’s environment, configuration of ISSSE system and customer support (training of customers) with at least 3 projects delivered in the period of last 10 years (2003 – 2013) which meet the following parameters:

1. At least 2 experiences with supplies of comprehensive IT solutions with following parameters
	1. Experience at least from 1 project having procurement value at least 2 MIO EUR without VAT
	2. Experience at least from 1 project having procurement value at least 1 MIO EUR without VAT in ELES
2. At least 1 experience with service provisioning related with ISSSE system operation with following parameters
	1. Service duration – at least 2 years
	2. Value of provided services – at least 0,5 MIO EUR

**ISSSE Test Lead:**

The offered Test Lead has minimum 1 years’ experience as Test Manager with practice consisting from test planning, test execution, test reporting and performance testing.

**Evidence:**

Tender evaluation under criterion sub-element 4.18.3.1 shall be performed on the basis of CVs submitted in Form 8 of the Tender Documents or in similar form that has the same content as Form 8.

Employer shall retain the right, in the event of doubt in authenticity of personal references listed in Senior Staff CVs, to request in written form that the Tenderer submits evidence for the personal references listed in Senior Staff CVs in order to confirm authenticity of given references.

Response period for evidence submission shall be determined by the Employer in the request to the Tenderer, but the deadline for submission will in no case be shorter than 51 days from the publishing of the public invitation.

As an evidence for the personal references of Senior Staff, the Tenderer shall submit personal references from previous employer(s) in Form 8.1 of the Tender Documents or form that has the same content as Form 8.1. The reference must include the following items: previous Employer (name, address, phone, e-mail, contact person),name of the team member to whom the reference is being issued, type and description of services executed; the role in the team, period of services execution, total value of services, where the services were executed, signature of the previous Employer authorized person and stamp.

Tender evaluation under criterion sub-element 4.18.3.1 shall be performed only in accordance with given descriptions and given weights for them, so it is not possible to combine elements regarding Senior Staff, years of experience, number of reference projects and value of the projects in order to obtain certain number of weights that were not envisaged for this criterion element.

All Senior Staff whose experience is the subject of evaluation under this criterion element must be employed or contractually engaged by the Tenderer, or by one of the members of the group of Tenderers that submits joint Tender. Employer shall in the event of doubt in authenticity of given data, ask the Tenderer to submit either the contract that it concluded with the Senior Staff as a natural person, or evidence that the Senior Staff is employed with the Tenderer or with one of the members of the group of Tenderers.

Besides CVs of the Senior Staff whose experience is subject of the evaluation under this criterion element, the Tenderer shall submit CVs of all other team members engaged on the project.

#### Operational Team Composition max. 10 weights

**Definitions:**

The offered team and its operational team members include any operational team member regardless of the engagement time, who is not Senior Staff (Project Supervisor, Project Manager, ISSSE Lead Solution Architect, ISSSE Lead Consultant, and ISSSE Test Lead).

Definitions shown in criterion sub-element 4.18.3.2 are valid for criterion element 4.18.3.

Scoring:

----------------------------------------------------------------------------------------------------------------

10 points:

The offered operational team and its team members satisfy all of these conditions:

* At least 4 team members have each participated in at least one ISSSE in RR , and
* At least 2 team members have participated on at least one project from the reference projects in 5.2.4 Corporate References and
* The operational team has over 30 years of cumulative experience

---------------------------------------------------------------------------------------------------------------

6 points:

The offered operational team and its team members satisfy all of these conditions:

* At least 2 team members have each participated in at least one ISSE in RR , and
* At least 1 team member has participated on at least one project from the reference projects in 5.2.4 Corporate References, and
* The operational team has over 20 years of cumulative experience

----------------------------------------------------------------------------------------------------------

PE EPS2 points:

The offered operational team and its team members satisfy all of these conditions:

* At least 1 team member have participated in at least one ISSE in RR, and
* The operational team has over 10 years of cumulative experience

----------------------------------------------------------------------------------------------------------------

Evidence:

Tender evaluation under criterion sub-element 4.18.3.2 shall be performed on the basis of CVs submitted in Form 7 of the Tender Documents or in similar form that has the same content as Form 7, and which is accompanied by the statement of a CV holder and a Tenderer that the CV is true and authentic.

In case of doubt in the truthfulness of the submitted data, Employer retains the right to check them based on the relevant evidence. If the Employer determines that the Tenderer presented untrue data or that the documents are false, the bid of that Tenderer shall be considered incorrect and shall be rejected.

Tender evaluation under criterion sub-element 4.18.3.2 shall be performed only in accordance with given descriptions and given weights for them, so it is not possible to combine elements regarding operational team composition, years of experience, number of reference projects and value of the projects in order to obtain certain number of weights that were not envisaged for this criterion sub-element.

All team members whose experience is the subject of evaluation under this criterion sub-element must be employed or contractually engaged by the Tenderer, or by one of the members of the group of Tenderers that submits joint Tender. Employer shall in the event of doubt in authenticity of given data, ask the Tenderer to submit either the contract that it concluded with the team member as a natural person, or evidence that the team member is employed with the Tenderer or with one of the members of the group of Tenderers.

Besides CVs of the team members whose experience is subject of the evaluation under this criterion sub-element, the Tenderer shall submit CVs of all other team members engaged for the performance of services.

## COMPLIANCE WITH LABOUR LAW REGULATIONS AND OTHER REGULATIONS

Tenderer shall when preparing the Tender explicitly state that it complied with all valid regulations on safety at work, employment and working conditions, environmental protection, as well as that the Tenderer guarantees that it is the holder of intellectual property right (Form 3.1 from the Tender documents)

## PATENT USE FEE

Patent use fee, as well as responsibility for infringement of protected intellectual property rights of third parties shall be borne by the Tenderer.

## TENDER VALIDITY PERIOD

The tender shall be valid at least 90 (in letters: ninety) days as of the tender opening day.

In the event that the Tenderer indicates a shorter tender validity period, the tender shall be rejected as unacceptable.

## CONTRACT SIGNING DEADLINE

After receiving the decision on contract award and after expiry of the deadline for submission of the request for protection of rights, the selected Tenderer shall be invited to conclude the contract within 8 days at the latest.

If the Employer does not submit the signed contract to the Tenderer within the deadline from paragraph 1, the Tenderer shall not be obliged to sign the contract and that shall not be considered as declining from the Tender and may not bear any consequences, unless request for protection of rights is timely submitted.

If the Tenderer whose tender was selected as the most eligible one does not sign the contract within the stated deadline, the Employer shall decide whether it will sign the contract with the next shortlisted tenderer.

After signing the Contract, the selected Tenderer is obliged to submit to the Employer following forms: Service Execution Time Schedule, Qualification structure, function and team member engagement time, Price Structure and Joint Service Execution Contract (in case group of Tenderers has been selected), translated into Serbian by an authorized translator, since the above forms are annex to the service execution contract in 7 calendar days.

In addition, the Tenderer and Employer shall conclude the Non-Disclosure agreement.

The Employer may conclude, before expiry of the deadline for submission of the request for protection of rights, the contract on public procurement in the event of fulfilment of conditions from Article 112 paragraph 2 item 5 of the Law, when the selected Tenderer shall be invited to conclude the contract within 8 days at the latest.

## CONFIDENTIAL DATA LABELLING METHOD

Data appropriately labelled by the Tenderer as confidential shall be used only within the public procurement procedure in accordance with the Invitation and they shall not be made available to anyone outside the group of persons included in the public procurement procedure. Such data shall neither be published during tender opening, nor in the continuation of the procedure or later.

 The Employer may refuse to provide information that would entail a breach of data confidentiality received in the tender.

The Tenderer may label as confidential documents containing personal data, not contained in any public register, or otherwise not available, as well as business data determined by the regulations as confidential.

The Employer shall regard as confidential the documents labelled in capital letters with **CONFIDENTIAL** in the upper right corner.

The Employer shall not be responsible for the confidentiality of information not labelled in the above specified manner.

If certain information is labelled as confidential and it does not meet the above specified conditions, the Employer shall request from the Tenderer to remove the confidentiality label. The Tenderer shall perform this in the following manner: its authorized representative shall write **CANCELLED** above the confidentiality label, with the date, time and signature.

If the Tenderer does not cancel the confidentiality of documents within the period specified by the Employer, the Employer shall regard this tender as one without confidential information.

Employer shall duly observe lawful interests of Tenderers, by protecting their technical and business secrets in terms of the law governing the protection of business secrets.

Evidence on fulfilment of mandatory conditions, price and other information from the Tender relevant for applying elements of the criterion and for the ranking of tenders shall not be deemed as confidential.

## TENDER COSTS

Costs for preparation and submission of tender are borne exclusively by the Tenderer and cannot be reimbursed by the Employer.

 Tenderer may include in its Tender the total amount and structure of costs for Tender preparation.

In the Form of Costs for Tender preparation costs (Form 14) for producing sample or model to the Tenderer may be shown, if these were made in compliance with the technical specifications of the Employer, and expenses for acquiring security instruments.

## PRICE STRUCTURE FORM

The Tender shall indicate the price structure by filling in, signing and stamping Form 10 and Form 10.1 of the Tender Documents.

## MODEL CONTRACT

 In accordance with given Model Contract (Form 11 from Tender Documents) and elements of the most favourable Tender, Public Procurement Contract shall be concluded.

 Tenderer is obliged to fill in, sign and stamp the given Model Contract and Model Confidentiality Agreement and submit with the Tender.

## REASONS FOR REJECTION OF THE TENDER AND CANCELLATION OF THE PROCEDURE

 In public procurement procedure the Employer shall reject the unacceptable Tender in accordance with Article 107 of the Law.

 The Employer shall adopt the decision on cancellation of the public procurement procedure in accordance with Article 109 of the Law.

 In the event of cancellation of the public procurement procedure, the Employer shall not be liable, in any respect, for real damage, lost profit, or any other damage that the Tenderer may suffer although the Employer has been warned of the possibility of damage occurrence.

## DATA ON CONTENT OF THE TENDER

Content of the Tender, apart from Tender Form, includes all other evidence on fulfilment of conditions from Article 75 and 76 of the Public Procurement Law, stipulated in Article 77 of the Law, that are listed in the Tender Documents, as well as all required annexes and statements in the manner provided in the following paragraph of this item:

* Filled in, signed and stamped form of “Statement on Independent Tender”
* Filled in, signed and stamped form of “Tender Form”
* Filled in, signed and stamped form of statement in accordance with Article 75 of paragraph 2 of the Law
* Filled in, signed and stamped form of “Service Execution Time Schedule“
* Filled in, signed and stamped form of Qualification Structure, Position and Team Member Engagement Time
* Filled in, signed and stamped form of Overview of Staff Engagement
* Detailed Work Plan
* Filled in, signed and stamped form of “Price Structure““
* Filled in, signed and stamped form of “Form of Costs for Tender Preparation”
* Forms, statements and evidence defined in item 4.7 or 4.8. of these instructions in the event that the Tenderer submits the Tender with subcontractor or joint Tender is submitted by the group of Tenderers
* Financial security instruments for the Tender Bond in accordance with item 4.14 of these instructions
* Evidence on fulfilment from Article 75 and 76 of the Law in accordance with Article 77 of the Law and Section 5 of the Tender Documents

## SAFEGUARD OF TENDERERS’ RIGHTS

Request for safeguard of rights may be submitted during the entire public procurement procedure, against any activity, unless otherwise stipulated by the Law.

Request for safeguard of rights shall be submitted to the Republic Commission and it is submitted to the Employer, labelled “Request for safeguard of rights PP 31/14/DIKT “.

Provisions of the manner of submitting the decision from Article 108 paragraph 6 to 9 of the Law shall be applied to submission of request for safeguard of rights.

The claimant shall simultaneously submit a copy of the request for the protection of rights to Republic Commission for the Protection of Rights in Public Procurement Procedures; address: 11000 Belgrade, Nemanjina 22-26.

Request for the safeguard of rights challenging the type of procedure, the contents of the invitation for the submission of tenders or tender documents, shall be considered timely if received by Employer at latest seven days before the expiry of the deadline for the submission of Tenders, regardless of the manner of delivery.

After adoption of the decision on awarding contract and decision on cancelling the procedure, the deadline for submitting request for the safeguard of rights shall be ten days from the day of the decision.

The claimant shall pay the tax in the amount of RSD 80,000.00 to the account of the budget of the Republic of Serbia (№ 840-742221843-57, payment code 153, number reference: 97 50-016; remittance purpose: Republic Administrative Fee, Public Procurement № PP 31/14/DIKT “. Beneficiary: the budget of the Republic of Serbia).

# CONDITIONS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE STIPULATED UNDER ARTICLE 75 AND 76 OF THE PUBLIC PROCUREMENT LAW AND INSTRUCTION ON HOW TO PROVE FULFILLMENT OF THOSE CONDITIONS

## MANDATORY CONDITIONS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE

In public procurement procedure the Tenderer has to prove that:

1. It is registered with the competent authority i.e. entered into the corresponding register;
2. It or its legal representative have not been convicted for any criminal act as members of an organized criminal group; that it has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud;
3. A binding court or administrative measure prohibiting the performance of activities being the public procurement subject has not been pronounced against the Tenderer at the time the public invitation was published;
4. It settled all due taxes, contributions and other public duties in accordance with the regulations of the Republic of Serbia, or with foreign state of its head office;

## ADDITIONAL CONDITIONS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE

### Has required financial capacity:

* revenues of minimum EUR 15,000,000.00 (i.e. if value is stated in Serbian dinars, calculation is being made based on the average annual exchange rate published by the National Bank of Serbia for each individual year) in the past three years (2011, 2012 and 2013)
* profitability in the past three years (2011, 2012 and 2013)
* in the last six months preceding the day of tender announcement has not recorded any restrictions on its current accounts

### Has required business capacity:

**Corporate References**

Overview of similar power trading projects in the energy sector with particular focus on power trading systems (ISSSE):

* At least 5 ISSSE projects from RR within the last 5 years with combined value of ≥€9m, out of which
	+ at least 1 project is 3-5m; and
	+ at least 1 complex ISSSE implementation integrated with production planning/scheduling/dispatching of electricity power generation companies; and
	+ at least 2 ISSSE projects from RR in ELES in the last 5 years with combined value of ≥€7m; and

Overview of IS projects in Serbia with particular focus on ISSEE or ERP systems:

* At least 2 ISSEE or ERP projects in Serbia within the last 5 years with combined value of ≥€3m, out of which,
	+ at least 1 project is ≥€2m

### Has required staff capacity:

* minimum 30 full time employed consultants with working consulting experience of at least 3 years, out of which:
	+ minimum 15 full time employed consultants can fluently speak, read and write in Serbian language and have working consulting experience in ISSSE or ERP and
	+ at least 5 have ISSSE consulting experience; and
* minimum 5 full time employed programmers with working ISSSE programming experience of at least 5 years.

## INSTRUCTIONS ON HOW TO PROVE THE FULFILMENT OF CONDITIONS

The Tenderer shall attach to the tender evidence indicating that it meets the mandatory public procurement participation conditions pursuant to the Law, as follows:

**Legal entity:**

1. Extract from the Commercial Registers Agency register, i.e. extract from the registry of competent Commercial Court; for foreign Tenderers extract from other adequate register of the competent authority of the state of its head office;
2. Extract from criminal records, i.e. certificate of the competent court and competent Police Administration of the Ministry of Interior that it or its legal representative have not been convicted for any criminal act as members of an organized criminal group; that it has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud;

For domestic Tenderers:

* *Extract from criminal records of Municipal Court at whose territory is the head office of the domestic legal entity, i.e. head office of the representative or branch of foreign legal entity (certificate of the Municipal Court , which includes information from criminal records for crimes within the jurisdiction of the regular Criminal Division of the High Court, whose jurisdiction is the seat of the local legal entities , or the seat of a branch or branches of foreign legal entities; If the certificate of the Municipal Court does not include information from criminal records for crimes within the jurisdiction of ordinary criminal department of the High Court , it is necessary, in addition to certificate of the Municipal Court, to submit a certificate of the High Court in whose jurisdiction the registered office of the domestic legal entity or headquarters office or branch of a foreign legal entity is , certifying that the bidder has not been convicted of crimes against the economy and the crime of accepting bribes*)
* *Extract from criminal records of the special department (for organized crime) of Higher Court in Belgrade*
* *Certificate from criminal records of Police Administration of the Ministry of Interior for its legal representative – request for issuance of this certificate might be submitted by place of birth or by residence.*

If there are several legal representatives for each the certificate from criminal records is submitted.

For foreign Tenderers certificate of the competent state authority of its head office;

1. Certificate of Commercial and Magistrates Court that measure prohibiting the performance of the activity, or certificate of the Commercial Registers Agency that is has not been registered with this authority, that the measure of prohibiting its performance as the company has not been pronounced in the time the public invitation was published;

For foreign Tenderers certificate of the competent state authority of the state of its head office;

1. Certificate issued by the Tax Authority of the Serbian Ministry of Finance and the competent local government authority indicating that it has settled all due taxes and other public duties;

For foreign Tenderers certificate of the competent state authority of the state of its head office.

Evidence from item 2) and 4) cannot be older than two months before Tender opening.

Evidence from item 3) hereof must be issued after publishing the invitation for submission of Tenders.

**Entrepreneur:**

1. Extract from the Commercial Registers Agency register, i.e. extract from the competent registry;
2. Extract from criminal records, i.e. certificate of the competent Police Administration of the Ministry of Interior that it has not been convicted for any criminal act as members of an organized criminal group; that it has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud;

For domestic Tenderers:

* *Certificate from criminal records of competent Police Administration of the Ministry of Interior– request for issuance of this certificate might be submitted by place of birth or by residence.*

For foreign Tenderers certificate of the competent state authority of the state of its head office;

1. Certificate of Magistrates Court that measure prohibiting the performance of the activity, or certificate of the Commercial Registers Agency that is has not been registered with this authority, that the measure of prohibiting its performance as the business entity has not been pronounced in the time the public invitation was published;

For foreign Tenderers certificate of the competent state authority of the state of its head office;

1. Certificate issued by the Tax Authority of the Serbian Ministry of Finance and the competent local government authority indicating that it has settled all due taxes and other public duties.

Evidence from item 2) and 4) cannot be older than two months before Tender opening.

Evidence from item 3) hereof must be issued after publishing the invitation for submission of Tenders.

**Natural person:**

1. Extract from criminal records, i.e. certificate of the competent Police Administration of the Ministry of Interior that it has not been convicted for any criminal act as members of an organized criminal group; that it has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud;

For domestic Tenderers:

* *Certificate from criminal records of competent Police Administration of the Ministry of Interior– request for issuance of this certificate might be submitted by place of birth or by residence.*

For foreign Tenderers certificate of the competent state authority of the state of its head office;

1. Certificate of Magistrates Court that measure prohibiting the performance of certain activities has not been pronounced in the time the public invitation was published,

For foreign Tenderers certificate of the competent state authority of the state of its head office;

1. Certificate issued by the Tax Authority of the Serbian Ministry of Finance and the competent local government authority indicating that it has settled all due taxes and other public duties.

For foreign Tenderers certificate of the competent state authority of the state of its head office;

Evidence from item 1) and 3) cannot be older than two months before Tender opening.

Evidence from item 2) must be issued after publishing the invitation for submission of Tenders.

Tenderer is obliged to submit evidence that meet additional requirements for participation in the procurement process in accordance with the Law and they are as follows:

1. Evidence of adequate financial capacities:

For domestic Tenderers:

* Balance sheet and Profit and Loss report for three previous years (2011, 2012 and 2013); with the certified auditor opinion for 2011 and 2012, as for 2013, if there is such an opinion. If the Tenderer is not the subject of the audit in accordance with the Law on Accounting and Auditing, it is obliged to submit appropriate act - decision/notification in terms of legislation for each of the years - decision/notification of classification of legal entities

OR

* Credit Report, Form BON JN for the last three financial years (2011, 2012, and 2013) Issued by the Serbian Business Registry Agency;

AND

* certificate of the data on liquidity issued by the National Bank of Serbia - Department of collection enforcement, for the period of the previous 6 months before the date of publication of the call for public procurement (December 2013 till May 2014)

For foreign Tenderers

* Balance sheet and Profit and Loss report for three previous years (2011, 2012 and 2013); with the certified auditor opinion, if there is such an opinion, if the Tenderer is not the subject of the audit in accordance with regulations of country where it has seat, it is obliged to submit Statement given by full material and prosecution responsibility that it is not subject of auditing for mentioned years
* Certificate or opinion or statement of the bank or other specialized institutions in accordance with the regulations of the country in which Tenderer has seat concerning blocked accounts for the period of previous 6 months before the publication of the public procurement call (December 2013 till May 2014).

2. Evidence of adequate business capacities:

Tender evaluation under this condition shall be performed on the basis of the List of references submitted in Form 4 of the Tender Documents or in similar form that has the same content as Form 4.

As an evidence for the references listed in the List of references, the Tenderer shall also submit in a bid a copy of concluded contracts or references of previous employers in Form 5 of the Tender Documents or in similar form that has the same content as Form 5. The reference must include the following items: previous Employer (name, address, phone, e-mail, contact person), Tenderer to whom the reference is being issued (name, address), type and description of services executed; period of services execution, the method of service execution (independently or as a leader of group of tenderers or as a member of group of tenderers), total value of services executed (and value of services executed by the member of a Tenderer group, if needed), where the services were executed, signature of the previous Employer authorized person and stamp.

In case of doubt in the truthfulness of the submitted data, Employer retains the right to check them based on the relevant evidence. If the Employer determines that the Tenderer presented untrue data or that the documents are false, the bid of that Tenderer shall be considered incorrect and shall be rejected.

Subject of evaluation are only project references which: a) the Tenderer performed independently or b) as a leader of the group of tenderers or c) by having participation in total group’s value of the performed services exceeding 50%. References not meeting the above criteria will not be evaluated.

References of subcontractors who are engaged by the Tenderer are not the subject of evaluation under this condition.

Definitions given within criterion element 4.18.3.1. Senior Staff are also applicable during evaluation of references of the Tenderers within requirements for business capacity.

3. Evidence of sufficient human capacities:

* A statement of the number of employees (Form 6 of the Tender Documents)

## CONDITIONS THAT EVERY SUBCONTRACTOR, I.E. MEMBER OF THE GROUP OF TENDERERS MUST FULFILL

Every subcontractor has to fulfil the conditions from Article 75 paragraph 1 item 1) to 4) of the Law, which it proves by submitting the evidence stated in this section.

Every subcontractor from the group of tenderers that submits joint tender has to fulfil the conditions from Article 75 paragraph 1 from item 1) to 4) of the Law, which it proves by submitting the evidence stated in this section. Conditions related to the capacities stipulated in the Article 76 of the Law Group of Tenderers are meeting together, on the basis of the evidence submitted in accordance with this Section of the tender documentation:

* realized revenue per year, is added, in order to assess compliance with the requirements in respect of income earned,- it is allowed for this condition to be met by one Tenderer out of Group of Tenderers
* condition that in the last six months prior to the date of call for public procurement there hasn’t been a blockade on account must be meet by at least one tenderer in Group of Tenderers
* condition relating to the Tenderer references, Tenderers are meeting together; it is allowed for this condition to be met by one Tenderer in Group of Tenderers.

Financial reports are to be submitted for one or more members of the Group of Tenderers. Certificates of Tenderer references should be submitted for one or more members of the Group of Tenderers. Confirmation of the number of days of insolvency shall be submitted by a minimum of one member of the Group of Tenderers. Group of Tenderers submits one Statement of number of employees that is signed and stamped by the Leader of the Group of Tenderers. All professional consultants should be employed by the Tenderer, or any of the members of the Group of Tenderers that is submit a joint bid.

## FULFILLMENT OF THE CONDITIONS FROM ARTICLE 75, PARAGRAPH 2 OF THE LAW

Employer requires from the tenderers while preparing the Tender to explicitly state that they complied with all obligations that result from valid regulations that result from valid regulations on safety at work, employment and working conditions, environmental protection, as well as that the Tenderer guarantees that it is the holder of intellectual property rights.

Regarding this condition the Tenderer shall submit the Statement - Form 3 from the Tender Documents in its Tender.

This statement has to be submitted, i.e. has to be also given by every member of the Group of Tenderers, on its behalf.

## MANNER OF EVIDENCE SUBMISSION

Evidence on fulfilment of conditions may be submitted as uncertified copies, and Employer may, before decision on awarding the contract, demand from the Tenderer, whose tender was evaluated as most favourable on the grounds of the Report of Public Procurement Committee, to submit the original documents or certified copies of all or of only some of evidence.

If the Tenderer fails to submit original or certified copies of requested evidence within the given adequate deadline, which cannot be less than five days, the Employer shall refuse its tender as unacceptable.

Tenderers that are registered with the Business Registers Agency do not need to submit evidence from Article 75, paragraph 1 item 1) Extract from Business Registers Agency, which is public and published on the webpage of the Business Registers Agency.

Employer shall not reject the tender as unacceptable, if it does not contain evidence defined in Tender Documents, if Tenderer states in the tender the web page where the data required as a condition are publicly available.

Tenderer registered in Bidders Register is not obliged to prove the fulfilment of mandatory conditions when submitting tender. Bidders Register is available on the web page of Business Registers Agency.

 If the evidence on fulfilment of conditions is document in e-form, Tenderer shall submit a written copy of document in e-form, in accordance with the law governing document in e-form, unless it shall submit the Tender in e-form when the evidence is submitted in original e-form.

If the Tenderer has its registered seat in another country, Employer can verify whether documents by which the Tenderer proves the fulfilment of requested conditions were issued by the competent authorities of that country.

If the evidence under Article 77, paragraph 1, from item 1) to 4) of the Law is not issued in the country where the Tenderer has its seat the Tenderer can, instead of the evidence, submit its written statement, given under substantive and criminal liability certified by the court or administrative body, public notary or other competent body of that country.

If the Tenderer could not obtain required documents within the deadline for submission of Tender, because they could not have been issued from the moment of tender submission according to the regulations of the country in which the Tenderer has its seat and if the Tenderer submits appropriate evidence together with the Tender, Employer shall allow the Tenderer to submit the required documents subsequently, within the appropriate deadline.

The Tenderer shall without delay inform the Employer in written form on every change regarding the conditions’ fulfilment from the public procurement procedure, that occurs until decision making, i.e. contract conclusion, i.e. during validity period of the public procurement contract and it shall prepare the documents in prescribed manner.

In case of doubt in the truthfulness of the submitted data, Employer retains the right to check them based on the relevant evidence. If the Employer determines that the Tenderer presented untrue data or that the documents are false, the tender of that Tenderer shall be considered unacceptable and shall be rejected.

# TYPE, TECHNICAL CHARACTERISTICS AND SPECIFICATION OF THE PUBLIC PROCUREMENT SUBJECT

## SUBJECT OF THE INVITATION

**Subject of the invitation** to tender submissionis the procurement of “Information system to support the sale of electricity” (ISSSE).

Procurement of the Information system to support the sale of electricity consists of the following three items to be procured within this tender as one package:

1. ISSSE Licenses - Procurement of the licenses of the existing ISSSE solution with the minimum required and mandatory functionality defined in section 6.2.5 – 6.2.10 of this document,
2. ISSSE Implementation Services - EPS requirements analysis, specification, existing ISSSE solution customization and/or development and implementation and other services defined in section 6.2.5 – 6.2.10 of this document,
3. ISSSE 1year Operation Support - One year operation support of the implemented ISSSE solution at EPS defined in section 6.2.5 – 6.2.10 of this document.

Procurement of hardware (hereinafter „HW“), operating systems (hereinafter „OS“), database (hereinafter „DB”), supporting system software (hereinafter „SSSW“) or any other HW or SW both on server as well as on client side needed to operate and use the ISSSE system both by EPS administrator(s) and/or EPS user(s) is NOT in scope of this public procurement.

EPS intends to use its existing HW, OS, DB, SSSW owned and/or leased by EPS (please see section 6.2.14 of this document) to run and operate the ISSSE Solution selected in this public procurement.

**In case, Tenderer cannot install, run and operate its solution on the existing HW, OS, DB, SSSW of EPS specified in section 6.2.14 below, the Tenderer has to include in its Tender and Offered Price all the required HW, OS, DB, SSSW which is needed by EPS to operate effectively offered ISSSE solution of the Tenderer for a period of at least 3 years from the end of the Project.**

Above mentioned items and their delivery and/or execution by the selected tenderer in this public procurement is hereinafter referred to as “ISSSE Project” or “Project”.

##  TERMS OF REFERENCE

Terms of Reference for subject public procurement of the services is included in this part of Tender Documents.

### Introduction

Public Enterprise Electric Power Industry of Serbia (PE EPS), a state-owned electricity company, is undertaking major reorganization effort to transform itself into an efficient regional market player able to compete in the soon liberalized Serbian electricity market.

PE EPS is a parent company with 13 subsidiaries:

* 7 subsidiaries in production and mining
* 5 subsidiaries in distribution,
* 1 in sales of electricity.

In addition, PE EPS has founding rights over the three state electric power enterprises in the Kosovo and Metohija (KiM) territory with approximately 4,900 employees. Since July 1999, EPS has not been able to use and operate the power and mining capacities in KiM.

Regulatory reforms along with increased competition and integration of EPS into the regional market represent a big challenge for EPS. On the other hand, organizational restructuring and substantive performance improvement opens opportunities for EPS to become one of the leading electric power companies in the region.

In November 2012, Serbian Government adopted a Framework for Reorganization of EPS, which among other things, calls for:

* + Change of legal form of PE EPS into a joint stock company in accordance with Law on the Right to Free Shares and a Monetary Compensation which citizens achieve in the procedure of privatization,
	+ Clear delineation of EPS activities between market activities (production, sales, and trading of electricity) and activities of public interest (to be organized through one Distribution Systems Operator (DSO) and one Public Supplier (PS) of electricity),
	+ Centralization of activities such as finance, legal, IT, and others with the goal of achieving profitable EPS at consolidated level,
	+ Acquisition of property and ownership rights over the distribution network assets as well as production assets.

Restructuring of the Serbian energy market started by adoption of the 2004 Energy Law establishing the Energy Agency of the Republic of Serbia (AERS), unbundling of the Transmission System Operator (TSO) into a separate enterprise and divesting some of the non-core EPS activities. In 2013, a new legal entity EPS Supply was established within the EPS group dealing with electricity supply. After EPS Supply began its performance, distribution and supply activities were legally unbundled. Although this represents a significant progress, much of important work remains to be done including: corporatization and centralization of governance and business processes; performance improvement through operational restructuring; improved corporate image and communication with various stakeholders, etc. All above mentioned is related to downstream of power supply chain in which EPS would like to keep dominant role. In order to secure this position, a few significant changes will be implemented in up stream of power supply covered by EPS (power generation) and the meeting point of up and down stream – **electricity trade.**

Those changes consist of restructuring and tight integration of two key EPS processes:

* + real time management of power generation, and
	+ real time electricity trading.

**Design, implementation and execution should be done in situation when:**

* + HV customers are obliged to buy electricity on the free market since January 1, 2013,
	+ all customers except households and small customers are obliged to buy electricity on the free market since January 1, 2014,
	+ all customers except households are obliged to buy electricity on the free market as of January 1, 2015.

In addition to own needs to buy and sell electricity, liberalized market will bring EPS increased revenues in specific segments e.g. in **system (ancillary) services market**.

To facilitate electricity trade processes restructuring in EPS and enable their efficient implementation, it is necessary to engage an external supplier who will provide:

* + own IT solution (information system) to support electricity trading which functionality fulfils minimum requirements defined in section 6.2.5 – 6.2.10 of this document,
	+ sufficient experience, understanding of the environment of a large integrated electricity utility (generation, distribution and supply), current electricity market and market trends (including legislation) and sufficient local Serbian resources to:
	+ Analyse current relevant processes of EPS and define business requirements,
	+ Implement, customize or further develop existing solution,
	+ provide operation support after successful implementation of ISSSE within EPS,
	+ extend ISSSE solution functionality in EPS and/or integrate it with other systems in future such as EPR solution, SCADA systems, etc.

### EPS - Company Overview

EPS as an integrated power utility covers the entire power value chain, from mining, through electricity generation and distribution, up to electricity trading and supply. EPS group dominates the electricity market in Serbia, being the only significant player covering entire lignite production and 99% of power generation in Serbia. EPS also controls all 5 distribution companies in Serbia. Until recently, EPS and its subsidiaries were the only players on the Serbian electricity market, but the situation has changed with the market opening and private investors entering generation business. Figure 2 summarizes the basic indicators related to the EPS business lines.

**Figure 2: EPS business lines**



EPS is the only lignite producer in Serbia. The **mining business** consists of 6 mines in Serbia and 3 in Kosovo (those being out of scope of this report). The potential annual production is ~38 M tons. There are two geographic areas with lignite open cast mines, one located in Kolubara and the other in Kostolac. The Kolubara lignite mine's annual production reached nearly 30 M tons in 2012, while Kostolac, production was about 8 M tons in the same year. Lignite calorific value from Kostolac is higher compared to the one from Kolubara. Excavated lignite varies also by the stripping ratio and overall, the geological conditions for mining vary by each mine significantly, influencing the labour, material, and service intensity needed per ton of lignite in relation to the volumes of mass excavated.

The **generation business** is represented by hydro power plants, lignite fired thermal power plants, and gas-fired power plants, supplemented with minor renewable energy source projects (solar, wind, and small hydro plants). EPS has 6 generation subsidiaries and also operates three power plants which it does not own. The key three power plants types' features are further described on Figure 3.

The **hydro power plants'** installed capacity represents circa 37% of the total EPS capacities, responsible for generation of about 9.8 TWh in 2012 (29% of total generation). They consist of run-of-river and pump storage facilities within two core HPP systems: HPPs Djerdap (capacity of 1558 MW, generation of 6.8 TWh) and HPPs Drinsko-Limske. (1337 MW capacity and 3 TWh generated in 2012).

**Figure 3: EPS key power plants**



**Coal and lignite fired power plants** are responsible for 70% of the power generated in 2012. These consist of two power plant complexes: Firstly, TPPs Nikola Tesla with total capacity 3380 MW and 19 TWh of power generated in 2012. The complex consists of Nikola Tesla A, Nikola Tesla B, Morava, and Kolubara plants. Secondly, there are TPPs Kostolac (A and B) with 1007 MW of installed capacity and 5 TWh generated in 2012.

**Gas fired power plants** CHPs Panonske with capacity of 403 MW, which makes about 5% of the total EPS installed capacities, produced only 1% of the total generated electricity in 2012 and accounts for the lowest share on power generation.

In general, the generation fleet of EPS is quite old and particularly the lignite generation fleet will require number of retrofits, vastly related to the increased environmental requirements related to Serbian attempts to join the European Union.

### EPS Energy trading and risk management processes

EPS trading is organized in four divisions:

* Energy planning and real time dispatching (14 people)
* Front – office (4 people)
* Mid- office (1 person)
* Back – office(10 people)
* Processes covered

Energy planning and dispatching division:

* Energy planning (from 1 year to 1 hour ahead) for Balance responsible party – PE EPS
* Planning for balancing market
* Dispatching in real time generation units of PE EPS

Front office:

* Bay and sell energy on OTC(bilateral negotiation and traders brokers screen)
* Scheduling
* Contract management for OTC

Mid office:

* Price forecasting

Back office:

* Invoicing
* Contracting energy inside EPS group
* Settlements

Current technology used

* SCADA system for planning floor (delivered by Institute “Mihajlo Pupin” Belgrade)
* HIS - RDBMS for supporting energy planning and energy trading processes (delivered by Institute “Mihajlo Pupin” Belgrade)
* In house weather forecasting
* In house hydrology forecasting
* In house energy planning

Volatility, complexity and pace of change in the wholesale energy markets present significant opportunities, but equally significant risks for the Serbian market and EPS. In transition phase from full monopoly market to liberalized one EPS needs to build a sophisticated, functionally-rich capabilities to address price, credit, operational and regulatory risks.

At the same time, EPS needs to remain flexible enough to respond to new opportunities and competitive pressures. This requires a combination of:

* + deep industry knowledge,
	+ robust business processes and
	+ integrated, scalable IT systems.

It also requires an organizational structure that is geared to maximize value of the company’s unique portfolio, skills and market position.

Pursuant to 2011 Serbian Energy Law, obligation to choose supplier on the free market shall be exercised by all customers except households as of January 1, 2015.



Taking into account history of liberalization process in countries comparable to Serbia, energy trading and risk management processes should provide EPS following main competences in the mid-term period:

* Ability to sell and purchase electricity in real-time under market conditions based on own EPS needs,
* Ability to plan long and short-term power generation and trading based on dynamic cost analyses and prediction of markets' and customers' needs,
* Product and service differentiation – ability to offer variety of products and services for different markets/customers (local, external) including ancillary services,
* Ability to control and manage each generator (including virtual ones) in real-time.

To achieve above mentioned competences, energy trading and risk management processes need to be supported by an efficient and comprehensive ISSSE system. Anticipated EPS target state (long-term) of ISSSE applications and adjacent areas is depicted in the following reference architecture:

**Figure 4: IDC Energy Insights reference architecture of ISSSE and anticipated EPS ISSSE target state**



Source: IDC Energy Insights, 2013

Note: Red line marks approximate long-term target state of ISSSE implementation in EPS.

### ISSSE Project

As has been defined in section 6.1. of this document, subject of the invitation to this public procurement is the ISSE Project, which consists of the following items to be procured within this tender as one package:

* 1. ISSSE Licenses - Procurement of the licenses of the existing ISSSE solution with the minimum required and mandatory functionality defined in section 6.2.5 – 6.2.10 of this document,
	2. ISSSE Implementation Services - EPS requirements analysis, specification, existing ISSSE solution customization and/or development and implementation services defined in section 6.2.5 – 6.2.10 of this document,
	3. ISSSE 1year Operation Support - One year operation support of the implemented ISSSE solution at EPS defined in section 6.2.5 – 6.2.10 of this document.

Procurement of hardware (hereinafter „HW“), operating systems (hereinafter „OS“), database (hereinafter „DB”), supporting system software (hereinafter „SSSW“) or any other HW or SW both on server as well as on client side needed to operate and use the ISSSE system both by EPS administrator(s) and/or EPS user(s) is NOT in scope of this public procurement.

EPS intends to use its existing HW, OS, DB, SSSW owned and/or leased by EPS (please see section 6.2.14 of this document) to run and operate the ISSSE Solution selected in this public procurement.

**In case, Tenderer cannot install, run and operate its solution on the existing HW, OS, DB, SSSW of EPS specified in section 6.2.14 below, the Tenderer has to include in its Tender and Offered Price all the required HW, OS, DB, SSSW which is needed by EPS to operate effectively offered ISSSE solution of the Tenderer for a period of at least 3 years from the end of the Project.**

### ISSSE Licenses and minimum required and mandatory functionality

EPS intends to procure licenses for 20 users of the ISSSE solution with full rights to use the whole functionality of the ISSSE solution as described below. ISSSE solution to be procured has to already exist on the market and has to have a proven track record of successful operation in other similar companies to EPS. This ISSSE solution has to be capable of delivering minimum functionality as stated below.

Please note, that division of the minimum required functionality into separate functionality packages below does not suggest any modules or any functionality groups which need to be built within the ISSSE system, rather it refers to the timeframe in which that corresponding functionality has to be available for use in EPS – please refer to the section 4.10 (PROCUREMENT SUBJECT EXECUTION PERIOD) as well as in the section 6.2.13 below. Both sections specify the LATEST dates (deadlines) in which individual functionality specified in the functionality packages below has to be available for “live” use by trained EPS personnel (administrator(s) and/or user(s)).

### ISSSE General Functionality - mandatory functionality requirements:

1. ISSSE has to be auditable - audit functionality must enable tracking changes performed within the ISSSE system,
2. ISSSE has to be capable to process contracts in various currencies with automatic calculation by current rate,
3. ISSSE has to be built on fully fledged user administration and access rights concept to ensure IT security – all users have to have an access to the full functionality of the ISSSE solution, however these access rights have to be manageable (set/restricted/removed) by ISSSE administrator from EPS side.

### ISSSE Functionality Package 1 – mandatory functionality requirements:

1. Recording and management of trade contracts / agreements incl. all relevant contract information (contract types, contract provisions, payment terms etc.)
2. Support for contracts concerning other relevant trade commodities (e.g. electricity, transfer capacities, ancillary services, CO2 etc.)
3. Collection, recording and management of business information regarding trading counterparties in fully standardized templates (addresses, bank accounts, VAT, intake points, profiles, employees, subsidiaries, relationships to other companies, etc.)
4. Capturing deals with the help of user-configurable or pre-defined deal templates (market places without direct interfaces)
5. Capturing the internal transactions (intra-company deals) within the group
6. Capturing bilateral transactions
7. Support of physical trading products
8. Support of financial trading products
9. Support of standard trading products
10. Support of individual trading products
11. Support of trading products in various time horizons (15 minutes, hour, month, year etc.)
12. Support of various types of fees (transit, export, import, broker fees etc.)
13. Definition of a confirmation workflow to standardize confirmation processing
14. Generation of confirmation templates after entering a deal
15. Tracking current confirmation workflow status of individual deals (unconfirmed, confirmed, invoiced etc.)
16. Import of market data from various market places (exchanges, OTCs, broker platforms etc.)
17. Import forward curves, basis curves, interest rates, incremental and final index settlements etc.
18. Import of foreign exchange lists
19. Import of weather data from selected sources
20. Calculation and prediction of future electricity consumption and necessary electricity production on basis of current and historical data (short-, mid- and long-term predictions)
21. Collection and processing of data related to allocation of transmission capacities (if TSO provides necessary interfaces)
22. Recording and management of transmission capacities auctions
23. Administration of cross-border capacity allocation
24. Management of physical schedules associated with bilateral deals, physical options and other physical positions
25. Support of data exchange with TSO in standard ENTSO-E formats
26. Support of data exchange with TSO via e-mail with Excel attachment (as back-up)
27. Support of data exchange with TSO via interface to TSO platforms (if interface to TSO provided)
28. Automatic preparation of balances for pre-defined groups of contracts

### ISSSE Functionality Package 2 – mandatory functionality requirements:

1. Break down of overall trading portfolio into sub-portfolios / trade books
2. Purchase proposals provided by IT system for open positions on the basis of available wholesale data and price
3. Physical position analysis providing a chronological view of traders positions across all parts of a portfolio and valuation of trade positions by various attributes (partners, place of delivery, vendors etc.)
4. Financial position analysis providing a chronological view of traders positions across all parts of a portfolio and valuation of trade positions by various attributes (partners, place of delivery, vendors etc.)
5. Comparison of positions across any two points in time
6. Automated generation of portfolio for given trade diagram by combination of various products with the objective to achieve the optimum coverage of a trade diagram from possible sources
7. Predefined structure for risk definition and risk management
8. Mark-To-Market analysis and cash-flows discounted to payment date
9. Trading limits definition across a virtually unlimited combination of position attributes (e.g. Delta by Trader, MTM by Counterparty etc.)
10. Monitoring of positions in real time and receiving automated notifications of violations and enforcing of the limits
11. Settlement of transactions with trading partners and brokers
12. Tracking and locking the positions which have been verified and showing those which still require processing
13. Preparation of pre-invoices, invoices and amendments to invoices using the standard templates or created custom templates using deal and price data maintained within the IT system
14. Provision of standard reports and analytical tools included in the system
15. Scheduled and real-time reports
16. Interface to export reports to other systems (e.g. Excel)
17. "Audit functionality" to track changes performed within the IT system
18. Fully fledged user administration and access rights concept to ensure IT security

### ISSSE Functionality Package 3 – mandatory functionality requirements:

1. Adding specific notes and attaching files in different formats to individual records
2. Interfaces to trading systems of selected market places
3. Archiving and statistical processing of imported data
4. Provision of standard models and methodologies for market data processing
5. Interface to production IT systems for entering generation data automatically
6. Provision of standard models and methodologies for portfolio valuation and risk assessment
7. Provision of static models and methodologies for portfolio valuation and risk assessment

### ISSSE Functionality Package 4 – mandatory functionality requirements:

1. Receiving energy demand data from balancing group members (large customers, public supplier, DSOs, etc.)
2. Interfaces allowing automatic data collection from external trading partners (specification of diagrams - real, planned and differences)
3. Support for evidence of payments and their connection to issued and received invoices
4. Creation of invoices in different currencies
5. Creation of user-defined reports and analysis on basis of data within the system
6. Contracts in various currencies with automatic calculation by current rate

The Tenderer shall provide written confirmation duly stamped and signed by the its authorized person in the form of Form 13 which it faithfully confirms its ISSSE solution offered in its Tender complies with and includes all the above mentioned functionality requirements stated in the above mentioned Functionality packages 1-4 above.

Any tender, which would not include Form 13, or the Form 13 would NOT be filled and duly sealed and signed by the authorized person of the Tenderer should be rejected as incorrect.

### ISSSE Implementation Services

In order to successfully implement ISSSE solution within EPS environment, each Tenderer is required to deliver also ISSSE implementation services.

The scope of ISSSE implementation services comprises at minimum of:

* Carrying out the activities specified in the Figure 5 below. Activities are grouped in the logical phases based on own experience of EPS. The phases reflect the timeframe, deliverables and deadlines in which corresponding work and/or ISSSE functionality has to be available for use in EPS. However, EPS will accept parallel execution of some phases as well as parallel delivery of the deliverables supposing the deadlines specified in the section 4.10 of this document are met and minimum scope of activities specified in each phase has been carried out,
* Delivering the deliverables specified in the table below.

**Figure 5: ISSSE Implementation Services – Objectives, tasks, scope and deliverables**

| **Phase 1** | **Analyses & Requirements Specification** |
| --- | --- |
| Phase objective | Objective of this phase is to analyse current energy trading and risk management organization, processes and supporting IS and technology within EPS as well as relevant (Serbian and/or EU) legislation and define business, technology and integration requirements of EPS as a prerequisite for ISSSE Target Concept to be developed in the next phase. |
| Main task description | Main (but not all) tasks to be carried by the winner of this public procurement in this phase are as follows:* Analyse and document:
	+ Relevant Serbian or EU legislation (considering Serbian step-by-step electricity market opening),
	+ Current energy trading and risk management organization of EPS including core roles and responsibilities ,
	+ Current energy trading and risk management processes, activities and workflows for the front, middle and back office,
	+ Current energy trading and risk management IS/IT and other supporting technology as well as other input and output systems (non-integrated as well as integrated),
	+ Key user requirements of management of EPS as well as of management of energy trading and risk management
* Develop, consult and achieve approval of Requirement Specification Document, which would define relevant requirements on ISSSE in the following areas:
	+ Business - energy trading model, processes (activities, participants, inputs and outputs), roles and responsibilities, legislation compliance, etc.),
	+ Technology including architecture, integration, data sources, etc.,
 |
| Scope | EPS Group |
| Deliverables | * Deliverable 1 - Requirement Specification Document
 |

| **Phase 2** | **ISSSE Target Concept** |
| --- | --- |
| Phase objective | Objective of this phase is to develop a target concept of ISSSE in EPS, which would cover all the requirements from the previous phase as well minimum required and mandatory ISSSE functionality defined in section 6.2.5 – 6.2.10 of this document. Based on the target concept, licenses for 20users of the existing ISSSE solution should be delivered at the end of this phase. |
| Main task description | Main (but not all) tasks to be carried by the winner of this public procurement in this phase are as follows:* Define top-level to-be business architecture with key processes, data flows and decision points with sufficient level of decomposition, consider operational risk mitigation due to duplication of processes and overlap of functional areas and reflecting:
	+ all the requirements from the previous phase,
	+ minimum required and mandatory ISSSE functionality defined in section 6.2.5 – 6.2.10 of this document,
* Define core roles, responsibilities, processes, activities and workflows related to energy trading and risk management identified for the front, middle and back office tailored for EPS environment considering relevant legislation and Serbian step-by-step electricity market opening
* Define technical architecture and detailed design of future EPS ISSSE including different ISSSE life-cycle functionality stages,
* Define details of implementation related processes including:
	+ Customization and implementation,
	+ Training,
	+ go-live support,
	+ post implementation support and maintenance – prepare and approve Service Level Agreement (SLA),
	+ change request procedures and upgrades.
* Deliver licenses for 20 users of the existing ISSSE solution which will be customized and further developed in next phase.
 |
| Scope | EPS Group |
| Deliverables | * Deliverable 2.1 - Detailed Technical Design Document
* Deliverable 2.2 - ISSSE Software Licenses for 20 users
 |

| **Phase 3** | **ISSSE Functionality Package 1 Implementation** |
| --- | --- |
| Phase objective | Objective of this phase is to customize, develop, test, implement, hand-over and go-live with EPS ISSSE solution based on Detailed Technical Design Document from previous phase covering minimum required and mandatory functionality defined as Functionality Package 1 in sections 6.2.6 and 6.2.7 of this document and other requirements specified in Detail Technical Design Document for this phase. |
| Main task description | Main (but not all) tasks to be carried by the winner of this public procurement in this phase are as follows:* Customize existing ISSSE solution offered in this public procurement based on the Detailed Technical Design Document and minimum required and mandatory functionality defined as ISSSE General Functionality - mandatory functionality requirements and Functionality Package 1,
* Develop missing functionality,
* Implement EPS ISSSE with minimum required and mandatory functionality defined as ISSSE General Functionality and Functionality Package 1 and other requirements specified in Detail Technical Design Document for this phase.
* Integrate the EPS ISSSE based on Detailed Technical Design Document,
* Test the system (stand-alone, integration, user, etc.),
* Train future ISSSE users in EPS,
* Hand-over the ISSSE and provide go-live support
* Achieve EPS acceptance of the EPS ISSSE General Functionality and ISSSE Functionality Package 1
 |
| Scope | EPS Group |
| Deliverables | * Deliverable 3 - ISSSE Functionality Package 1 Handover Protocol Document
 |

| **Phase 4** | **ISSSE Functionality Package 2 Implementation** |
| --- | --- |
| Phase objective | Objective of this phase is to customize, develop, test, implement, hand-over and go-live with EPS ISSSE solution based on Detailed Technical Design Document from previous phase covering minimum required and mandatory functionality defined as Functionality Package 2 in sections 6.2.6 and 6.2.8 of this document and other requirements specified in Detail Technical Design Document for this phase. |
| Main task description | Main (but not all) tasks to be carried by the winner of this public procurement in this phase are as follows:* Customize existing ISSSE solution offered in this public procurement based on the Detailed Technical Design Document and minimum required and mandatory functionality defined as Functionality Package 2,
* Develop missing functionality,
* Implement EPS ISSSE with minimum required and mandatory functionality defined as ISSSE General Functionality and Functionality Package 2 and other requirements specified in Detail Technical Design Document for this phase.
* Integrate the EPS ISSSE based on Detailed Technical Design Document,
* Test the system (stand-alone, integration, user, etc.),
* Train future ISSSE users in EPS,
* Hand-over the ISSSE and provide go-live support
* Achieve EPS acceptance of the EPS ISSSE Functionality Package 2
 |
| Scope | EPS Group |
| Deliverables | * Deliverable 4 - ISSSE Functionality Package 2 Handover Protocol Document
 |

| **Phase 5** | **ISSSE Functionality Package 3 Implementation** |
| --- | --- |
| Phase objective | Objective of this phase is to customize, develop, test, implement, hand-over and go-live with EPS ISSSE solution based on Detailed Technical Design Document from previous phase covering minimum required and mandatory functionality defined as Functionality Package 3 in sections 6.2.6 and 6.2.9 of this document and other requirements specified in Detail Technical Design Document for this phase. |
| Main task description | Main (but not all) tasks to be carried by the winner of this public procurement in this phase are as follows:* Customize existing ISSSE solution offered in this public procurement based on the Detailed Technical Design Document and minimum required and mandatory functionality defined as Functionality Package 3,
* Develop missing functionality,
* Implement EPS ISSSE with minimum required and mandatory functionality defined as ISSSE General Functionality and Functionality Package 3 and other requirements specified in Detail Technical Design Document for this phase.
* Integrate the EPS ISSSE based on Detailed Technical Design Document,
* Test the system (stand-alone, integration, user, etc.),
* Train future ISSSE users in EPS,
* Hand-over the ISSSE and provide go-live support
* Achieve EPS acceptance of the EPS ISSSE Functionality Package 3
 |
| Scope | EPS Group |
| Deliverables | * Deliverable 5 - ISSSE Functionality Package 3 Handover Protocol Document
 |

| **Phase 6** | **ISSSE Functionality Package 4 Implementation** |
| --- | --- |
| Phase objective | Objective of this phase is to customize, develop, test, implement, hand-over and go-live with EPS ISSSE solution based on Detailed Technical Design Document from previous phase covering minimum required and mandatory functionality defined as Functionality Package 4 in sections 6.2.6 and 6.2.10 of this document and other requirements specified in Detail Technical Design Document for this phase. |
| Main task description | Main (but not all) tasks to be carried by the winner of this public procurement in this phase are as follows:* Customize existing ISSSE solution offered in this public procurement based on the Detailed Technical Design Document and minimum required and mandatory functionality defined as Functionality Package 4,
* Develop missing functionality,
* Implement EPS ISSSE with minimum required and mandatory functionality defined as ISSSE General Functionality and Functionality Package 4 and other requirements specified in Detail Technical Design Document for this phase.
* Integrate the EPS ISSSE based on Detailed Technical Design Document,
* Test the system (stand-alone, integration, user, etc.),
* Train future ISSSE users in EPS,
* Hand-over the ISSSE and provide go-live support
* Achieve EPS acceptance of the EPS ISSSE Functionality Package 4,
* Achieve approval of the whole EPS ISSSE.
 |
| Scope | EPS Group |
| Deliverables | * Deliverable 6.1 - ISSSE Functionality Package 4 Handover Protocol Document
* Deliverable 6.2 - ISSSE Final Handover Protocol Document
 |

### ISSSE 1year Operation Support

In order to successfully operate ISSSE solution within EPS environment, each Tenderer is required to deliver also ISSSE 1year Operation Support.

For a simplification, ISSSE 1year Operation Support is also regarded as Phase 7 in this document.

The scope of ISSSE 1year Operation Support comprises at minimum of:

* Carrying out the activities specified in the Figure 6 below. Activities of ISSSE 1year Operation Support start after successful delivery of Phase 3 - ISSSE Functionality Package 1 Implementation and are to be extended to cover also additional ISSSE functionality after each additional ISSSE functionality package (ISSSE Functionality Package 2-4) has been successfully implemented. Quality of operation support service delivered has to comply with minimum service level requirements defined in the table below regarding availability of service and incidents resolving KPIs,
* Delivering the deliverables specified in the table below.

**Figure 6: ISSSE 1year Operation Support – Objectives, tasks, scope and deliverables**

| **Phase 7** | **ISSSE 1 year Operation Support** |
| --- | --- |
| Objective and task description | Objective of this phase is to provide operation support for a period of one year for the implemented ISSSE solution at EPS.  |
| Main task description | Main (but not all) tasks to be carried by the winner of this public procurement in this phase are as follows:* Extended post-implementation support (level 1-level 3) covering minimum:
* Off-site helpdesk during EPS working hours (5 days/week, 9 hours/day, Serbian working days),
* Corrective incident management and bugs solving based on service level requirements as specified below
* Customization due to changes in relevant legislation,
* On-site critical incident solving,
* Prophylactic services,

Service Level Requirements:* Availability of operation support 5 days/week, 9 hours/day, Serbian working days,
* Level 1 must be available also in Serbian language,
* KPI for resolving of notified incidents as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| Action for incident resolving description | Critical incidents | Major severity incidents | Minor severity incidents |
| 1. Reaction time for starting of solving an incidents
 | up to 1 hour  | up to 8 hours | up to 72 hours |
| 1. 2. Time for solving an incident by temporal workaround
 | up to end of next business day | up to 3 working days | up to 10 working days |
| 1. Time for delivery of final solution of an incident
 | up to 2 working days s | up to 5 working days | up to 15 working days |

 |
| Scope | EPS Group |
| Deliverables | * Deliverables 7-18 - Monthly ISSSE Operation Support Acceptance Protocol (1 protocol/1 month, period of 12 months) confirming that the ISSSE Operation Support has been delivered according to the above specified Service Level Requirements.
 |

### Expected High-Level ISSSE Project Schedule

EPS requires that ISSSE Implementation Services would be delivered meeting the deadlines specified in the section 4.10 of this document.

Based on the requirement above, expected High-Level ISSSE Project Schedule is as follows:

**Figure 7 Expected High Level ISSSE Project Schedule**



### ISSSE HW, OS, DB, SSSW

The procurement of hardware (hereinafter „HW“), operating systems (hereinafter „OS“), database (hereinafter „DB”), supporting system software (hereinafter „SSSW“) or any other HW or SW both on server as well as on client side needed to operate and use the ISSSE system both by EPS administrator(s) and/or EPS user(s) is NOT in scope of this public procurement.

EPS intends to use its existing HW, OS, DB, SSSW owned and/or leased by EPS to run and operate the ISSSE Solution selected in this public procurement. The list of current EPS HW, OS, DB, SSSW which is considered to be a company standard in EPS and is available in EPS to run and operate ISSSE solution, is summarized both for server side as well as client side below:

**SW requirements**

*Client system:*

* OS MS Windows (recommended Win7 or Win8.1 64bit version)
* Processor 2 x 1.6Ghz
* RAM 4GB
* HDD 20GB
* SW MS Office 2007,2010,2013 (recommended 64bit version)
* Monitor resolution 1680x1050 (min. 1280 x 1024)

*Server system:*

 Database system

* Oracle 11g R2 EE with Oracle Data Guard,

**HW requirements for production environment**

 *Application server*

* OS MS Windows Server 2008 R2 (or higher)
* MS Office 2010 English (Excel, Word)
* not virtualized (it will be physical server)
* IBM Flex System x240 Compute Node, 2x Xeon 6C E5-2640 2.5GHz/1333MHz/15MB, 192GB RAM, 2x FC5022 2-port 16Gb FC Adapter

 *Application compute server*

* OS MS Windows Server 2008 R2 (or higher)
* MS Office 2010 English (Excel, Word)
* not virtualized (it will be physical server)
* IBM Flex System x240 Compute Node, 2x Xeon 6C E5-2640 2.5GHz/1333MHz/15MB, 192GB RAM, 2x FC5022 2-port 16Gb FC Adapter

 *Database server*

* OS Oracle Enterprise Linux or MS Windows Server 2008 R2 (or higher)
* not virtualized (it will be physical server)
* IBM Flex System x240 Compute Node, 2x Xeon 6C E5-2640 2.5GHz/1333MHz/15MB, 192GB RAM, 2x FC5022 2-port 16Gb FC Adapter

 *WEB server*

* OS MS Windows Server 2008 R2 (or higher)
* may be virtualized (MS Hyper-V platform)
* virtual (proposed lower resources which can be increased if it will need)
	+ 4 vCPU, 16GB vRAM, 128GB vHDD

 *File/Backup server*

* OS MS Windows Server 2008 R2 (or higher)
* may be virtualized (MS Hyper-V platform)
* virtual (proposed lower resources which can be increased if it will need)
	+ 4 vCPU, 16GB vRAM, 2TB vHDD

 *Directory server*

* OS MS Windows Server 2008 R2 (or higher)
* may be virtualized (MS Hyper-V platform)
* virtual (proposed lower resources which can be increased if it will need)
	+ 4 vCPU, 16GB vRAM, 128GB vHDD

**HW requirements for test/develop environment:**

 *Application server*

* OS MS Windows Server 2008 R2 (or higher)
* MS Office 2010 English (Excel, Word) (we don't support higher version 2013!!!)
* may be virtualized (MS Hyper-V platform)
* virtual (proposed lower resources which can be increased if it will need)
	+ 16 vCPU, 64GB vRAM, 128GB vHDD

 *Database server*

* OS Oracle Enterprise Linux or MS Windows Server 2008 R2 (or higher)
* may be virtualized (Oracle VM 3.X)
* virtual (proposed lower resources which can be increased if it will need)
	+ 16 vCPU, 96GB vRAM, 600GB vHDD

 *WEB server*

* MS Windows Server 2008 R2 (or higher)
* may be virtualized (Server 2008 R2 (or higher)
* may be virtualized (MS Hyper-V platform)
* virtual (proposed lower resources which can be increased if it will needeed)
	+ 2 vCPU, 16GB vRAM, 128GB vHDD

Each Tenderer is required to provide in his Tender:

* Statement, duly sealed and signed by the authorized person of the Tenderer, in which he clearly marks one of the options:
	+ Either confirming that the EPS standard HW, OS, DB and SSSW - Server side and client (desktop) side specified in Section 6.2.14 is sufficient to run the ISSSE Solution offered by him in his Tender for a period of at least 3 years from the end of the Project,
	+ Or specifying which HW, OS, DB and SSSW either on server or client side he needs to supply as a part of his ISSSE Solution covered in Offered Price in his Tender to be able to run and operate offered ISSSE solution for a period of at least 3 years from the end of the Project.

Any tender, which would not include such Statement or will NOT be filled in accordance to the instructions above, should be rejected as incorrect.

# FORMS

***FORM 1***

In accordance with the Article 26 of Public Procurement Law “Official Gazette of the RS, no. 124/12) we give the following

## STATEMENTON INDIVIDUAL TENDER

as the Tenderer

(*Leader of the group* - *holder of the work in joint tender*)

WE S T A T E

under full substantive and criminal liability that

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(*full name and seat*)

shall submit (joint) Tender in open procedure of public procurement No. PP 31/14/DIKT, Employer – Javno preduzeće “Elektroprivreda Srbije”, submit independently, without agreement with other Tenderers or interested parties.

|  |  |  |
| --- | --- | --- |
| Date: |  L.S. | Tenderer: |
|  |  |  |
|  |  |  |

**FORM 1.1**

## SUBCONTRACTOR SHARE

Based on the public invitation for the public procurement of service: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, public procurement № \_\_\_\_\_\_\_\_, published on \_\_\_\_\_\_\_\_\_\_ in the ‘Official Gazette of the Republic of Serbia, № \_\_\_\_\_\_ under an open procedure, we declare that we are applying with the subcontractor/subcontractors, and its/their share is indicated in the following text, according to the value:

* The subcontractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*specify the name of the subcontractor*) participates in the total value of the tender in execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
* The subcontractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*specify the name of the subcontractor*) participates in the total value of the tender in execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
* The subcontractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*specify the name of the subcontractor*) participates in the total value of the tender in execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

|  |  |  |
| --- | --- | --- |
|  DATE | L. S. | THE TENDERER |
|  |  |  |
|  |  |  |

***NOTE****: The Statement shall be filled-in only if the Tenderer* ***bids*** *with a subcontractor.*

**FORM 1.2**

## SUBCONTRACTOR DATA

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-MAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FAX: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TAX NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IDENTIFICATION NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

REGISTRY NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ACTIVITY CODE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BANK ACCOUNT NUMBER AND NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RESPONSIBLE PERSON: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| DATE | L. S. | THE TENDERER |
|  |  |  |
|  |  |  |

***NOTE 1****: The form is filled-in when the tenderer bids with a subcontractor. The form shall be filled-in for each subcontractor.*

***NOTE 2:*** *For foreign tenderers - in case some of the data is not available or not applicable in Tenderer’s or subcontractor’s country of origin, the Tenderer can write in ‘not applicable’ for the relevant item.*

**FORM 1.3**

## DATA ON MEMBER OF THE GROUP OF TENDERERS

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-MAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FAX: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TAX NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IDENTIFICATION NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

REGISTRY NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ACTIVITY CODE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BANK ACCOUNT NUMBER AND NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RESPONSIBLE PERSON: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| DATE | L. S. | THE TENDERER |
|  |  |  |
|  |  |  |

***NOTE 1****: The form is filled-in when the tenderer bids under a joint tender. The form shall be filled-in for each member of the joint tender.*

***NOTE 2:*** *For foreign tenderers - in case some of the data is not available or not applicable in Tenderer’s country of origin, the Tenderer can write in ‘not applicable’ for the relevant item.*

***FORM 2***

TENDER FORM

Tenderer’s name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenderer’s address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenderer’s protocol number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_

Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(in the case of joint tender the information of the holder of the works shall be filled in)

On the basis of the invitation for the submission of the tenders in an open procedure of public procurement of the services “Information system to support the sale of electricity**”** published on 20.06.2014. on the Public Procurement Portal, we submit

**TENDER**

In accordance with requested requirements and conditions determined by the invitation and Tender Documents, we fulfill all conditions for the execution of the public procurement of the services.

|  |  |
| --- | --- |
| **PUBLIC PROCUREMENT NUMBER** | PP 31/14/DIKT |

|  |  |
| --- | --- |
| **NAME AND SEAT OF THE TENDERER** **IDENTIFICATION NUMBER OF THE TENDERER** |  |
| **TENDERER'S ACTIVITY** (code) |  |

|  |  |
| --- | --- |
| **NAME AND SURNAME OF THE RESPONSIBLE PERSON ( (CONTRACT SIGNATORY)** |  |

|  |  |
| --- | --- |
| **TENDER SUBMISSION METHOD** (encircle) | * individually
* joint tender
* with a subcontractor
 |
| **LEADER- HOLDER OF THE WORK**  |  |
| **NAME, SEAT, IDENTIFICATION NUMBER AND TIN OF OTHER MEMEBERS OF THE GROUP OF TENDERERS OR SUBCONTRACTORS**  |  |

|  |  |
| --- | --- |
| **NAME AND SURNAME OF CONTACT PERSON** |  |

|  |  |
| --- | --- |
| **PHONE NUMBER** |  |

|  |  |
| --- | --- |
| **FAX NUMBER** |  |
| **E-MAIL** |  |
| **TIN** |  |
| **CURRENT ACCOUNT OF THE TENDERER AND BANK NAME**  |  |

**TOTAL SERVICE PRICE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in letters: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) VAT excluded.**

**PAYMENT METHOD AND CONDITIONS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*(indicate the payment method and conditions)*

**SERVICE EXECUTION PERIOD: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*(indicate the completion period)*

**TENDER VALIDITY PERIOD: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*(at least 60 days as of tender opening)*

**Data on the percent of total value of procurement shall be entrusted to subcontractor, as well as the part of subject of procurement that shall be performed via subcontractor:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |  |
| --- | --- | --- |
| PLACE AND DATE: | L.S. | TENDERER: |
|  |  |  |
|  |  |  |

**FORM 3**

## EVALUATION FORM INDICATING THE FULFILMENT OF CONDITIONS STIPULATED UNDER ARTICLE 75 OF THE ACT

for the public procurement procedure participation pursuant to the Act and the Tender Documents with the filling instructions

| **№** | **Document name** | **Doc. №** | **Doc. date** | **Issued by** | **Number of attached pages** |
| --- | --- | --- | --- | --- | --- |
| 1 | Extract from the register maintained by the Commercial Registers Agency for domestic tenderers, or an extract from the corresponding register for foreign tenderers *(for proving the fulfilment of conditions stipulated under Article 75 para. 1 of the Public Procurement Act).* |  |  |  |  |
| 2 | Articles of Incorporation of the Tenderer *(for proving that the Tender meets the conditions for the performance of activity being the public procurement subject, stipulated under Article 75 para. 1 of the Public Procurement Act*). |  |  |  |  |
| 3 | Certificate of the Commercial Registers Agency **or** a certificate of the Commercial Court **and** the Magistrates Court, or a certificate of the competent authority in a foreign state of the Tenderer’s head office, indicating that a binding court or administrative measure prohibiting the performance of activities being the subject of the public procurement have not been pronounced against the tenderer two years prior to the publishing of the public invitation, **issued after the public invitation** was published in the ‘Official Gazette of the Republic of Serbia’*(proving conditions stipulated under Article 75 para 1 of the Public Procurement Act)*. |  |  |  |  |
| 4 | **Certificate of the competent tax authority** (Tax Authority and Public Revenue Authority) indicating that it has settled all due taxes and other public duties, in accordance with the Serbian regulations, i.e. a certificate issued by the competent tax authority in the country of the Tenderer’ head office, not older than six months before the public invitation was published in the ‘Official Gazette RS’ *(proving conditions stipulated under Article 75 para. 1 of the Public Procurement Act)*. |  |  |  |  |
| 5 | Evidence on realized annual revenue of minimum EUR 15,000,000.00 (i.e. if value is stated in Serbian dinars, calculation is being made based on the average annual exchange rate published by the National Bank of Serbia for each individual year) in the past three years (2011, 2012 and 2013), evidence on profitability in the past three years (2011, 2012 and 2013) and evidence indicating that the Tenderer’s accounts have not been blocked in the past six months before the public invitation was published:For domestic tenderers:* Balance sheet and Profit and Loss report for three previous years (2011, 2012 and 2013); with the certified auditor opinion for 2011 and 2012, as for 2013, if there is such an opinion. If the Tenderer is not the subject of the audit in accordance with the Law on Accounting and Auditing, it is obliged to submit appropriate act - decision/notification in terms of legislation for each of the years - decision/notification of classification of legal entities
* Credit Report, Form BON JN for the last three financial years (2011, 2012, and 2013) Issued by the Serbian Business Registry Agency;
* Certificate of the data on liquidity issued by the National Bank of Serbia - Department of collection enforcement, for the period of the previous 6 months before the date of publication of the call for public procurement (from 31.12.2013 until 01.06.2014)

For foreign tenderers:* Balance sheet and Profit and Loss report for three previous years (2011, 2012 and 2013); with the certified auditor opinion, if there is such an opinion, if the Tenderer is not the subject of the audit in accordance with regulations of country where it has seat, it is obliged to submit Statement given by full material and prosecution responsibility that it is not subject of auditing for mentioned years
* Certificate or opinion or statement of the bank or other specialized institutions in accordance with the regulations of the country in which Tenderer has seat concerning blocked accounts for the period of previous 6 months before the publication of the public procurement call (31.12.2013 until 01.06.2014).
 |  |  |  |  |
| 6 | Tender and staff capacity evidence:* Reference List of The Tender (Form 4)
* Executed Services Confirmation (Form 5)
* Employee number statement (Form 6)
 |  |  |  |  |

The Tenderer shall attach to the tender the evidence indicated in this form. The tender not containing the required evidence from this form shall be rejected as incorrect.

|  |  |  |
| --- | --- | --- |
| PLACE AND DATE | L. S. | THE TENDERER |
|  |  |  |
|  |  |  |

#

**FORM 3.1**

In accordance with Article 75 paragraph 2 of Public Procurement Law (“Official Gazette of RS” no. 124/12) we give the following

## STATEMENT

as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(*to write: tenderer, member of the group of tenderers, subcontractor*)

WE STATE

under full substantive and criminal liability that

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(*full name and seat*)

it shall follow all obligations arising from valid regulations about safety at work, employment and work conditions, environmental protection and it guarantees that it is a holder of intellectual property.

|  |  |  |
| --- | --- | --- |
| DATE: | L.S. | TENDERER: |
|  |  |  |
|  |  |  |

**FORM 4**

## REFERENCE LIST OF THE TENDERER

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| № | **Name and head office of the previous service user** | **Country in which the service has been executed** | **Name and short description of the project** | **Value of executed services and contract signing date, service execution period** |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |

|  |  |  |
| --- | --- | --- |
| DATE | L. S. | THE TENDERER |
|  |  |  |
|  |  |  |

**FORM 5**

## EXECUTED SERVICES CONFIRMATION

|  |  |
| --- | --- |
| Name of the previous service user |  |
| Head office |  |
| Street and number |  |
| Phone |  |
| Identification number |  |

**CONFIRMATION**

The Tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has performed for us the following services \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_covering \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(indicate the project type and describe the services rendered)* in the period from \_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_.

The Tender executed the above service *[write in ‘as sole service provider’ or ‘as leader of the consortium’ or ‘as part of the consortium’]*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

Total value of the executed consultancy service is \_\_\_\_\_\_\_\_\_\_\_\_\_ (in letters: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_). Tenderer’s share of the executed consultancy service is \_\_\_\_\_\_\_\_\_\_\_\_\_ (in letters: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

Place of service execution is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The authenticity of the above data is verified by the signature and stamp,

The Employer/Buyer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(signature and stamp of the authorized person)

**FORM 6**

## STATEMENT ON THE NUMBER OF EMPLOYEES

Regarding the Invitation to Tender for the public procurement of consulting services \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, published on Public Procurement Portal \_\_\_\_\_\_\_\_\_ under substantive, criminal and moral responsibility that we have \_\_\_\_\_\_\_\_\_ full time employed professional consultants with the working experience of at least 3 years in the field of consulting.

|  |  |  |
| --- | --- | --- |
| PLACE AND DATE | L. S. | THE TENDERER |
|  |  |  |
|  |  |  |

**FORM 7**

## QUALIFICATION STRUCTURE, FUNCTION AND TEAM MEMBER ENGAGEMENT TIME

|  |  |  |  |
| --- | --- | --- | --- |
| **№** | **Name and surname** | **Qualification/Position** | **Field covered by the function performed under the subject procurement** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

|  |  |  |
| --- | --- | --- |
| PLACE AND DATE | L. S. | THE TENDERER |
|  |  |  |
|  |  |  |

**FORM 7.1**

## OVERVIEW OF STAFF ENGAGEMENT 1

|  |  |  |  |
| --- | --- | --- | --- |
| **№** | Name | **Staff engagement****(bar chart form) 2** | **TOTAL****Man-Days** |
| **1** | **2** | **3** | **4** | **5** | **…** | **19** | **Total** |
| 1 |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |
| … |  |  |  |  |  |  |  |  |  |
| n |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  | total |  |

1 For professional staff input has to be indicated individually; for additional staff according to categories.

2 Months are calculated from the moment of engagement.

 Full engagement

 Partial engagement

|  |  |  |
| --- | --- | --- |
| PLACE AND DATE | L. S. | THE TENDERER |
|  |  |  |
|  |  |  |

**FORM 8**

## CURRICULUM VITAE OF THE PROPOSED STAFF

**1. Proposed role in the project** (only one person may be nominated): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2. Name of the company**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**3. Name of the person** (full name and surname): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**4. Date of birth**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Nationality**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**5. Education**:

|  |  |  |
| --- | --- | --- |
| 5.1 | Degree(s) or Diploma(s) obtained: |  |
| 5.2 | Institution(s) - Date: from(months/year) to (months/year): |  |

**6. Membership in professional bodies**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**7.** **Other training** (state the institutions and degrees or diplomas obtained): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**8. Countries where work experience was obtained** (list of countries): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**9. Language skills**: (Mark 1 to 5 for competence, where 1 is the highest):

|  |  |  |  |
| --- | --- | --- | --- |
| Language | Speaking | Reading | Writing |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**10. Professional experience** (starting from the current position):

|  |  |
| --- | --- |
| Date:from (months/year) to (months/year)  |  |
| Location  |  |
| Company  |  |
| Position |  |
| Description  |  |

**11. Engagement plan** (list of tasks for which he/she will be engaged):

Date: [day/month/year]

[*signature*]

Full name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FORM 8.1**

|  |  |
| --- | --- |
| **Employer’s name** |  |
| **Seat, address and number** |  |
| **Field of industry****(ES,EES,PRS)** |  |
| **Telephone, fax, е-mail** |  |
| **Identification number** |  |
| **TIN** |  |
| **Authorized person and position at Employer** |  |

## C E R T I F I C A T EFOR PROPOSED TEAM MEMBER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*name and surname of the proposed team member)* participated in the execution of services \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ that included \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(enter the type of project and describe the type of executed service*),

in which he/she was at the position of \_\_\_\_\_\_\_\_\_\_\_\_\_\_and the service was executed in the period from \_\_\_\_\_\_\_\_\_\_ (year) to \_\_\_\_\_\_\_\_\_ (year).

Total value of the performed services was \_\_\_\_\_\_\_\_ (in letters: \_\_\_\_\_\_\_\_\_\_).

Place of service execution is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The correctness of data is certified with signature and stamp by the

 authorized person of the Employer

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (signature and stamp)

**Note**: type of the project in sense of abbreviations

* SCRP-PEI, SCRP-OPT, SCRP

**FORM 9**

## SERVICE EXECUTION TIME SCHEDULE

|  |  |  |
| --- | --- | --- |
| **N°** | **Module/ Activity**1 | **Months** |
| **1** | **2** | **3** | **4** | **5** | **……** | **XX** |
| 1 |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| н |  |  |  |  |  |  |  |  |

1Indicate all main activities defined in the ToR in view of reaching objectives from the ToR and individual Modules, including reporting and key milestones

|  |  |  |
| --- | --- | --- |
| PLACE AND DATE | L. S. | THE TENDERER |
|  |  |  |
|  |  |  |

**FORM 10**

## PRICE STRUCTURE

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item No.** | **Deliverable Name** | **Deliverable No.** | **Functionality Package** | **Currency** | **Price** |
| 1 | Requirement Specification Document | 1 | N/A |  |  |
| 2 | Detailed Technical Design Document | 2.1 | N/A |  |  |
| 3 | ISSSE Software Licenses for 20 users | 2.2 | N/A |  |  |
| 4 | ISSSE Functionality Package 1 Handover Protocol | 3 | 1 |  |  |
| 5 | ISSSE Functionality Package 2 Handover Protocol | 4 | 2 |  |  |
| 6 | ISSSE Functionality Package 3 Handover Protocol | 5 | 3 |  |  |
| 7 | ISSSE Functionality Package 4 Handover Protocol | 6.1 | 4 |  |  |
| 8 | Final Handover Protocol | 6.2 | 1 + 2 + 3 + 4 |  |  |
| 9 | ISSSE 1 year Operation Support based on Phase 7 description in chapter 6.2.12 ISSSE 1 year Operation Support |  | N/A |  |  |
| *Subtotal* | *ISSSE Licenses* | *Item No. 3* | *N/A* |  |  |
| *Subtotal* | *ISSSE Implementation Services* | *Item No. 1, 2, 4, 5, 6, 7, 8* | *N/A* |  |  |
| *Subtotal* | *SSE 1year Operation Support* | *Item No. 9* | *N/A* |  |  |
| **TOTAL** | **ISSSE Project** | N/A | N/A |  |  |

|  |  |  |
| --- | --- | --- |
| PLACE AND DATE | L. S. | SIGNATURE OF THE AUTHORISED PERSON |
|  |  |  |
|  |  |  |

***Instruction***:

The Tenderer shall clearly and unambiguously enter all the required data into the Price Structure Form.

**FORM 10.1**

## UNIT PRICES

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Item No.** | **Item** | **Unit** | **Number of items procured** | **Currency (same as in Form 10)** | **Unit price** | **Total price(No. of items times Unit price)** |
| 1 | ISSSE Software Licenses | Licence per 1 user | 20 |  |  |  |
| 2 | ISSSE Implementation Services (item 2.1 + 2.2) | N/A | N/A |  | N/A |  |
| 2.1 | ISSSE Implementation Services (in Phases 1-6) of ISSSE Consultant/Analyst | Manday |  |  |  |  |
| 2.2 | ISSSE Implementation Services (in Phases 1-6) of ISSSE Programmer/Developer | Manday |  |  |  |  |
| 3 | ISSSE 1 year Operation Support based on Phase 7 description in chapter 6.2.12 ISSSE 1 year Operation Support | Calendar month | 12 |  |  |  |
| **TOTAL** | **ISSSE Project (Item 1 + 2+3)** | **N/A** | **N/A** |  | **N/A** |  |

|  |  |  |
| --- | --- | --- |
| PLACE AND DATE | L. S. | SIGNATURE OF THE AUTHORISED PERSON |
|  |  |  |
|  |  |  |

***Instructions***:

* The Tenderer shall clearly and unambiguously enter all the required data into the Unit Prices Form.
* Total price for Item No. 1 has to be equal to the Price of Item “Subtotal-ISSSE Licenses-Item No. 3” in Form 10.
* Total price for Item 2 has to be equal to the Price of Item “Subtotal-ISSSE Implementation Services-Item No. 1, 2, 4, 5, 6, 7, 8” in Form 10.
* Total price for Item 3 has to be equal to the Price of Item “Subtotal-SSE 1year Operation Support-Item No. 9” in Form 10.
* Total ISSSE Project Price has to be equal to the “Total ISSSE Project Price” in Form 10.

**FORM 11**

## MODEL CONTRACT

## CONTRACT ON LICENSES AND SERVICES

Concluded between following Contracting Parties

1. Public Enterprise "Electric Power Industry of Serbia", Beograd, Carice Milice 2, Company ID Number: 20053658, TIN 103920327, Current Account Number: 160-700-13 Banka Intesa, represented by Acting Director Aleksandar Obradović (hereinafter: “Employer”) on one side

and

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Company ID Number: \_\_\_\_\_\_\_\_\_\_\_, TIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Current Account Number: \_\_\_\_\_\_\_\_\_\_\_\_ represented by Director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Provider” or “*[Note: Abbreviation of the Bidder’s Name to be Filled in. In case of joint tender of the group of tenderers, Name of the Leader to be filled in.]*”),

Contracting Parties mutually agree: *[Note: not filled by the Bidder]*

* That EPS, pursuant to Article 32 of Public Procurement Law has conducted an open procedure for procurement of services with goods delivery as Information System to Support Sale of Electricity (hereinafter „ISSSE“), based on the Tender documents No.31/14/DIKT, in accordance with PE EPS Annual business plan for 2014, the Investment plan on position \_\_\_\_\_ point \_\_\_ with an estimated value in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_ dinars (hereinafter: Tender documents), which makes an integral part of this Agreement as an Appendix 1;
* That \_\_\_\_\_\_\_\_\_\_\_ *(Bidder)* submitted an acceptable Bid No. \_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_, registered with PE EPS under number \_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_ (hereinafter: Offer), which makes an integral part of this Agreement as an Appendix 2;
* That EPS, pursuant to Article \_\_\_\_ of the Law on Public Procurement, reached a Decision (PE EPS No. \_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_) on the contract assignment.
* That PE EPS concludes this Contract on behalf and for the account of PE EPS.

**Subject of the Contract**

**Article 1**

With this Contract EPS and \_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Bidder)* stipulate the mutual rights, obligations and liabilities regarding the procurement of services along with goods delivery for ISSSE, such are:

1. ISSSE software licenses;
2. ISSSE Implementation Services;
3. ISSSE 1year Operation support

Hereinafter altogether as “ISSSE Project”.

Detailed specification of services and goods which are the subject of this Contract is in:

1. Appendix 1 - Tender Documents for the Public Procurement of Information system to support the sale of electricity (Public Procurement no. 31/14/DIKT) and
2. Appendix 2 – Tender Bid of [Note: Name of the Bidder], Bid No. \_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_, registered with PE EPS under number \_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_

Both above mentioned appendices altogether comprise a comprehensive specification of the services and goods which are the subject of this Contract. From its nature, Appendix 2 is an extension of an Appendix 1 with regard to ISSSE Project scope and terms and conditions of its execution. All requirements and terms stated in Appendix 1 regarding ISSSE project such as but not limited to scope, execution period, payment terms, etc. should be reflected and complied with in the Appendix 2. Appendix 2 can propose more favourable terms and conditions for ISSSE Project only in case they are in favour of the Employer and are not in collision with terms defined by Appendix 1.

In case of any collision or dispute between Appendix 1 and Appendix 2, contents and requirements of the Appendix 1 prevail, unless otherwise specified in written by the Employer.

**Article 2**

The total value of the services and goods, which are the subject of this Contract, is fixed and it amounts to \_\_\_\_\_\_\_\_\_\_\_\_\_ dinars (in words: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), value added tax excluded. (*please indicate amount and currency from the Bid)*

Total value including VAT amounts to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Unit prices for some of the services and goods which are the subject of this Contract are indicated in Appendix 2, which makes an integral part of this Contract, are fixed and cannot be changed and remain valid for the Employer for potential additional procurements for a period of 4 years from the day of the signing of this Contract.

**Procurement of ISSSE Software Licences**

**Article 3**

Based on this Contract, \_\_\_\_\_\_\_\_\_\_\_\_\_ (*Bidder*) sells and EPS buys the ISSSE software licenses for 20 users indicated in the Appendix 1 and Appendix 2, which make an integral part of this Contract.

By purchasing the software products from paragraph 1 of this Article, EPS is enabled to use the purchased software products under the terms determined by the license, with type and quantity, all according to the Appendix 1 and Appendix 2, i.e. by paying the agreed price, EPS shall gain the right to permanently use the software products which are the subject of this Contract, and the results gained by using the mentioned software products which are the subject of this Contract, in quantities defined by this Contract, with no additional special remuneration to \_\_\_\_\_\_\_\_\_\_\_\_ (*Bidder*).

The right to use the software starts on the day of obtaining the licensing rights, here "Start date of licensing rights", regardless of the delivery mode, i.e. whether the software was sent earlier or is downloaded from server. *\_\_\_\_\_\_\_\_\_\_\_\_ (Bidder)* is obliged to secure that the Start date of licensing rights is not later than three working days after the delivery date.

**Article 4**

\_\_\_\_\_\_\_\_\_\_\_\_ *(Bidder)* is obliged to perform delivery of the software licenses from the Appendix 1 within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. *(please indicate the deadlines from the Bid)*

In any case, \_\_\_\_\_\_\_\_\_\_\_\_ (*Bidder*) is obliged to perform delivery of the software licenses before the Start date of licensing rights.

**Article 5**

The total price for the procurement of software licenses from Article 3 of this Contract amounts to \_\_\_\_\_\_\_\_\_\_\_ (*please indicate amount and currency from the Bid*), value added tax excluded.

Payment of the remuneration for purchasing the software licenses from the Appendix 1 and obtaining the licensing rights shall be performed not later than 30 (thirty) calendar days as of the receipt and endorsement of an invoice according to the payment conditions stated in Appendix 1.

**The Right to Use the Software Licenses**

**Article 6**

EPS is obliged to use only the certain type and quantity of the software licenses, in accordance with the Appendix 1 of this Contract. If EPS does not use the complete functional scope and number of users obtained by this Contract, the remuneration from Article 2 and Article 5 remains unchanged.

As per this Contract, EPS has the right to use the software products pursuant to this Contract and Appendix 3 (General List of Software Licenses Types and Usage Rules), which makes an integral part of this Contract. Any usage which, by its type and/or number of users, exceeds the type and/or number of users defined in the Appendix 1 of this Contract, represents the usage of intellectual property to which Employer has no right and shall be regulated in the way defined by the positive legal regulations of the Republic of Serbia.

\_\_\_\_\_\_\_\_\_\_\_\_ (*Bidder*) has the right to perform regular checks of the software licenses. In case that licenses checks show additional or exceeded usage of the software products defined in paragraph 2 of this Article, such usage shall be verified by \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*Bidder*), and EPS shall be notified in writing and further steps shall be taken as defined in paragraph 2 of this Article.

**Procurement of ISSSE Implementation Services**

**Article 7**

EPS obtains ISSSE implementation services of \_\_\_\_\_\_\_\_\_\_\_\_ (*Bidder*) products defined in the Appendix 1 and the Appendix 2, which make an integral part of this Contract.

Services from the paragraph 1 of this Article refer to PE EPS and other dependent companies of PE EPS.

Software functionalities which shall be implemented in order to fulfil the agreed requirements of EPS are indicated in the Appendix 1 of this Contract and cannot be changed without mutual consent of the Contracting Parties.

Programming services, such are additional development, customizing and amendments, are a part of the subject services as is defined by the ISSSE project scope, given in the Appendix 1 of this Contract.

The services shall be provided in accordance with the document "Detailed Technical Design", which shall be created by \_\_\_\_\_\_\_\_\_\_\_\_ (*Bidder*) as a deliverable specified in Appendix 1 and which will be approved and signed by both Contracting Parties. The Detailed Technical Design shall be created on the basis of software functionality packages defined in the Appendix 1 of this Contract. Any functionalities and connected customization and/or product development services not explicitly stated in the Detailed Technical Design shall not be included in the subject service.

**Article 8**

\_\_\_\_\_\_\_\_\_\_\_\_ (*Bidder*) can perform the contracted services during the project on another location determined by \_\_\_\_\_\_\_\_\_\_\_\_ (*Bidder*) (for example, remotely through the communication line) and over the telephone.

The communication language during the project realization shall be English or Serbian. Based on the request of the Employer, Provider is obliged to involve Serbian speaking consultants.

**Article 9**

The service schedule and plan details, as well as the list of duties and liabilities of the ISSSE implementation services are described in the Appendix 1 and Appendix 2, which make an integral part of this Contract. The details which refer to the project organization and the detailed project schedule shall be agreed in the ISSSE project preparation phase, documented in the form of project documentation and adopted by the responsible persons of both Contracting Parties on the project.

**Article 10**

The total price for the ISSSE implementation services of the \_\_\_\_\_\_\_\_\_\_\_\_ (*Bidder*) products amounts to \_\_\_\_\_\_\_\_\_\_\_ (*please indicate currency and amount from the Bid*), value added tax excluded.

Payment of the remuneration for ISSSE implementation services shall be performed not later than 30 (thirty) calendar days as of the receipt and endorsement of an invoice according to the payment conditions stated in Appendix 1.

The price includes all the expenses of all consultants engaged in the ISSSE implementation project.

**ISSSE 1year Operation Support**

**Article 11**

The scope of ISSSE 1year operation support which \_\_\_\_\_\_\_\_\_\_\_\_ (*Bidder*) undertakes to provide EPS, the provisions for the terms and conditions of ISSSE 1year operation support for all software products subject to this Contract, are described in detail in Appendix 1 and Appendix 2, which comprise an integral part of this Contract.

**Article 12**

The total cost of ISSSE 1year operation support services is \_\_\_\_\_\_\_\_\_\_\_\_EUR (read: EUR), VAT excluded.

Payment of the ISSSE 1year operation support as per this Contract shall be made as follows is stipulated in Appendix 1 of this Contract.

**Article 13**

All deliverables defined in the Appendix 1 of this Contract (section 6.2 Terms of Reference), shall be delivered by the Provider to the Employer in 3 (three) copies each, in Serbian and/or English, and where applicable both in hardcopy and softcopy in original editable format (e.g. Microsoft Excel, Microsoft Word or Microsoft PowerPoint, etc.) and also in PDF format stored on CD/DVD/USB or any other common electronic data carrier.

**Article 14**

The Provider shall appoint the Senior Staff defined in Appendix 1 of this Contract to execute ISSSE Implementation Services. The staff list containing staff qualifications, staff’s position and field covered related to subject of this Contract approved by the Employer is provided under Appendix 2 hereof.

If justifiable need for replacement of one or more staff members arises during the period of providing the subject of this Contract, the Provider is obliged to replace the above mentioned staff member with another, who at the least has equivalent professional qualification and qualities, with prior approval in writing of the Employer.

The staff list changes from paragraph 1 hereof, as well as any other changes related to staff providing the consultancy services shall be previously approved in writing by the Employer.

The Employer retains the right to request from the Provider to replace any of the staff members not meeting the conditions and/or not executing conscientiously services assigned, as well as for any other reason, without specific justification, а and which Provider shall do in the appropriate deadline, otherwise this Contract shall be deemed terminated for the reasons caused by Provider.

In the case that the Provider needs to withdraw or replace any of the Provider’s staff for the duration of the Contract, all costs incurred by such a replacement shall be borne by the Provider.

Written approval by Employer, for the replacement of executors, from paragraph 2 of this Article is integral part of this Contract hereof, therefore the Contracting Parties shall not conclude separate annex to this Contract in order to change individual executors.

**Financial Security Instruments**

**Article 15**

\_\_\_\_\_\_\_\_\_\_\_\_\_ is obliged to deliver to EPS the irrevocable, unconditional (without protest) performance bank guarantee payable at first written demand, in the amount of 5% of the total contract value, VAT excluded. \_\_\_\_\_\_\_\_\_ *(Bidder)* shall submit the specified bank guarantee at the Contract conclusion, or not later than 14 (fourteen) days from the Contract conclusion date.

The performance bank guarantee must have the validity period of no less than 30 (thirty) calendar days longer than the contracted work performance deadline.

In case the \_\_\_\_\_\_\_\_\_\_ *(Bidder)* does not fulfil its contractual obligations, EPS shall enforce the payment of the enclosed bank guarantee.

When the bank head office of the guarantor is in the Republic of Serbia in case of a dispute under this Guarantee, the competent court shall be the one in Belgrade and the material law of the Republic of Serbia shall be applied.

When the bank head office of the guarantor is outside the Republic of Serbia in case of a dispute under this Guarantee, the competent court shall be the The Foreign Trade Court of Arbitration at the Chamber of Commerce and Industry, and the Rules of the Foreign Trade Court of Arbitration and the process and material law of the Republic of Serbia shall be applied.

In case the \_\_\_\_\_\_\_\_\_ *(Bidder)* submits the bank guarantee of a foreign bank, that bank must have the assigned credit rating which corresponds to the level 3 credit quality (investment grade).

If \_\_\_\_\_\_\_\_\_ does not act pursuant to paragraph 1 of this Article, the Contract shall be deemed not to have entered into effect.

**VII GENERAL TERMS AND CONDITIONS**

**Article 16**

On the day of signing this Contract, the Contracting Parties shall be obliged to also sign the Agreement on Maintaining the Trade Secret and Confidential Information, which makes an integral part of this Contract as the Appendix 4.

**Article 17**

The following appendices make an integral part of this Contract:

|  |  |
| --- | --- |
| Appendix 1 | Tender Documents for the Public Procurement of Information system to support the sale of electricity no. of public Procurement for this year PP 31/14/DIKT |
| Appendix 2 | Tender Bid of *[Note: Name of the Bidder],* Bid No. \_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_, registered with PE EPS under number \_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_ |
| Appendix 3 | General List of Software Licenses Types and Usage Rules |
| Appendix 4 | Agreement on Maintaining the Trade Secret and Confidential Information |

In case of collision of the provisions of this Contract, the Tender Documents and the Tender Bid, the Contract provisions shall firstly be applied, then the provisions of the Tender Bid and then the provisions of the Tender Documentation unless Tender Bid provisions are not in the collision with Tender Documentation. In such a case, the Contract provisions shall firstly be applied and then provisions of Tender Documents as is stipulated in Article 1 of this Contract.

**Article 18**

This Contract shall be deemed concluded under suspensive condition, when signed by authorized representatives of the Contracting Parties, and shall become effective when the Provider fulfils suspensive condition and submits

* bank guarantee from Article 15 paragraph 1 of this Contract.

**Article 19**

For all matters not prescribed by this Contract, material and process law of the Republic of Serbia shall be applied.

The Contracting Parties agree to amicably settle all possible disputes arising from this Contract based on good business cooperation. If they fail in this, a board shall be formed of the representatives of both Contracting Parties and one common representative, and if even then the possible dispute is not settled within 45 days from the commencement of the Board, the competent court shall be the one in Belgrade.

The Contracting Parties agree that this Contract contains all arrangements made between them. All additional arrangements between them shall be only in writing, and oral arrangements shall not be valid.

The Contracting Parties agree that in the event of inability to fulfil the obligations by any Contracting Party as a result of force majeure for which neither Contracting Party is responsible, the obligations of the other Contracting Party cease to be valid.

The Contract is made in 6 (six) identical copies and each Contracting Party keeps 3 (three) copies.

**Article 20**

**Termination**

1. This Contract may be terminated immediately upon notice in writing:

(a) By either Contracting Party if the other Contracting Party is in material breach of any of its obligations under this Contract and fails to remedy the breach for a period of 30 days after a written notice by the other Contracting Party which specifies the material breach. In case of material breach on side of Employer, both Contracting Parties expressly agree that full price of running phase of the ISSSE Implementation Services as stated in Appendix 2 of this Contract will be paid by Employer. In case of material breach on side of Tenderer refer to the Article 15 (FinancialSecurity Instruments).

(b) By either Contracting Party in the event of any insolvency or inability to pay debts as they become due by the other Contracting Party, except as may be prohibited by applicable bankruptcy laws.

(c) By Tenderer, in order of termination for convenience pursuant to provisions of clause 2 (Termination for convenience) and in the event of a Force Majeure circumstance in a manner specified below.

1. Termination for convenience. Employer has the right to terminate this Contract without liability at any time, without cause, upon three (3) months prior written notice to Tenderer. Both Contracting Parties expressly agree that full price of running phase of the ISSSE Implementation Services as stated in Appendix 2 of this Contract will paid by Employer.
2. Force Majeure. Non-performance of either Contracting Party will be excused to the extent that performance is rendered impossible or delayed by strike, fire, flood, governmental acts or orders or restrictions or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Contracting Party ("Force Majeure"), provided that the non-performing Contracting Party gives prompt notice of such conditions to the other Contracting Party and makes all reasonable efforts to perform. Should a circumstance of Force Majeure last more than thirty (30) days, both Contracting Parties may by written notice to other Contracting Party terminate this Contract.

**Article 21**

**Acceptance**

1. All deliverables as specified in Appendix 1 of this Contract are subject to acceptance by Employer. Acceptance must be evidenced by Handover Protocol Document.
2. Handover Protocol Document shall be issued by Tenderer in two copies and handed over to Employer for endorsement and signing after each deliverable, as specified in Appendix 1 of this Contract, has been delivered by the Tenderer to the Employer and endorsed by the Employer. Employer is obliged to sign Handover Protocol Document or submit written objections and reasons for non-acceptance to the Tenderer within 14 days from the Handover Protocol Document receipt. In case of no response from the Employer within 14 days period stipulated above, Handover Protocol Document is deemed to be fully accepted by Employer.
3. If Tenderer receives motivated rejection from Employer to sign the Handover Protocol Document, Tenderer shall eliminate all defects for free within agreed period.

**Article 22**

**Cooperation**

1. Each Contracting Party agrees to provide to the other such information and technical assistance as may be reasonably required to fulfil the subject of this contract. The corresponding costs associated under this provision shall be borne by the Contracting Party providing it. Employer agrees to provide Tenderer with the necessary information on infrastructure, services, tools, processes and other items of information required to perform services along with goods delivery for ISSSE as specified in section Subject of the Contract, Article 1.
2. All necessary details of cooperation will be precisely agreed at the beginning of mutual cooperation in writing.

**Article 23**

**Limitation of Liability**

1. Limitation of Liability. Tenderer shall not, under any circumstances, be liable for any lost profits of the Employer or third parties.

**SERVICE PROVIDER EMPLOYER**

 **Name JP “Elektroprivreda Srbije“**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 name and surname Aleksandar Obradović

 position Acting Director

***FORM 12***

## MODEL CONFIDENTIALITY AGREEMENT

Concluded between

1. Public Enterprise "Electric Power Industry of Serbia", Beograd, Carice Milice 2, Company ID Number: 20053658, TIN 103920327, Current Account Number: 160-700-13 Banka Intesa, represented by Acting Director Aleksandar Obradović (hereinafter: “Employer”) on one side

and

2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registation number: \_\_\_\_\_\_\_\_\_\_\_, TIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, current account: \_\_\_\_\_\_\_\_\_\_\_\_ represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as: Service Provider),

Group members /subcontractors \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, collectively referred to as the Contracting Parties.

**Article 1.**

Parties have agreed, related to public procurement of consulting services – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_– Public Procurement No. \_\_\_\_\_\_\_\_\_ (hereinafter referred to as: Services), to allow an access and exchange of information which constitute Business Secret and to protect their confidentiality in the manner and under the terms and conditions established by this Agreement and internal acts of the Contracting Parties.

This agreement makes an integral part of the basic Contract No. \_\_\_\_\_ dated \_\_\_\_.2014.

Parties agree that the terms used, i.e. arise from this contractual relationship shall have the following meaning:

**Business secret** is any information that has a commercial value because it is not generally known or available to third parties who may have an economic benefit by using or disclosing them and which is protected by appropriate measures by its holder in accordance with the law, business logic, contractual obligations or relevant standards in order to maintain its confidentiality and whose disclosure can harm the holder of business secret.

**Business secret holder** –entity controlling the use of business secrets under the law

**Information Carriers** – are material and electronic media, voice-speech, signals, physical field and information data bases in which the Business Secret is contained or through which it is being transmitted.

**Level of classification markings** – requisites (markings and descriptions), which testify about the confidentiality on the information carrier and which are placed on the carrier and (or) its supporting documents;

**Disclosing Contracting Party** – Contracting Party, holding Business Secret and disclosing to Receiving Contracting Party such information which represent Business Secret.

**Receiving Contracting Party** – Contracting Party receiving from Disclosing Contracting Party information which represents Business Secret.

**Personal data** is any information concerning a natural person, regardless of the form in which it is expressed and the data format (paper, tape, film, electronic medium and the like), under whose mandate, in whose name or for whose account the information is stored, the date when information originated, the place where the information is stored, the mode of learning the information (directly, by listening, watching and the like, or indirectly, by insight into documents containing the information and the like), and regardless of other characteristics of the information

**Natural person** is an individual to whom the personal data relates, who is identified or identifiable by reference to personal name, personal identification number, address code or other mark of his physical, psychological, mental, economic, cultural or social identity.

**Article 3.**

Business Secret and confidential information relate to: professional knowledge, innovation, research, techniques, processes, programs, charts, original documents, software, production plans, business plans, projects, business opportunities, all information designated in writing as "Business Secret" or "confidential" which, under any circumstances, may be interpreted as a Business Secret or confidential information, terms and circumstances of all negotiations and any contract between the Employer and Service Provider.

Each Contracting Party acknowledges that business secret or confidential information of the other Contracting Party of essential importance to the other Contracting Party, whose importance would be reduced if such information is disclosed to the third party.

Each Contracting Party shall while processing confidential information related to personal data protection regarding Business activities shall act in accordance with the valid Law on Personal Data Protection in Serbia.

Unless it was not explicitly otherwise agreed,

1. Neither Contracting Party shall use business secret or confidential information of the thirdparty,
2. Neither Contracting Party shall not disclose these information to the third party, except to employees and advisors of each Contracting Party that need such information (and are subject to limited use and limitations in disclosing that are at least restrictive in the same manner as those performed by employees and advisors in writing); and
3. Shall try to keep business secret/confidential information of the other Contracting Party confidential in the same manner it keeps its business secret and/or confidential information of the same importance, but never less than reasonable.

**Article 4**

The Receiving Contracting Party shall keep the Business Secret of the Disclosing Contracting Party in the extent as if it were its own, as well as to undertake all economically justifiable preventive measures for the purpose of keeping the received Business Secret confidential

The Receiving Contracting Party shall keep the Business Secret of the Disclosing Contracting Party that is disclosed or received via any information carrier. The Receiving ContractingParty shall not sell, exchange, publish i.e. disclose Business Secret of the Disclosing Contracting Party to third parties in any way without a previous written consent of the Disclosing Contracting Party.

The obligation under the previous paragraph does not apply in the cases:

1. when full or partial submission of Business Secret of the Disclosing Contracting Party to the competent authorities is required from the Receiving Contracting Party, in accordance with the relevant order or any court request, administrative agency or any state body of comparable competence, provided that the Contracting Party disclosing such information shall inform in writing the Disclosing Contracting Party prior to such disclosing in order to enable Disclosing Contracting Party to object to such order or request;
2. when Receiving Contracting Party discloses the Business Secret of the Disclosing Contracting Party to its employees and other authorized entities in order to fulfill the obligations of the Receiving Contracting Party towards the Disclosing Contracting Party provided that Receiving Contracting Party remains responsible for compliance with the provisions of this Confidentiality Agreement;
3. when Receiving Contracting Party discloses Business Secret of the Disclosing Contracting Party to legal entities considered to be their affiliates, provided that Receiving Contracting Party undertakes the full responsibility for the acts of the aforementioned legal entities who obtained the data in compliance with the obligations of the Receiving Contracting Party under this Confidentiality Agreement
4. when the Receiving Contracting Party discloses Business Secret of the Disclosing Contracting Party to the Receiving Contracting Party’s legal or financial advisors who are obliged to keep the confidentiality of such Receiving Contracting Party.

Besides, aforementioned obligations and limitations do not refer to the information that Disclosing Contracting Party gives to Receiving Contracting Party, so that the Receiving Contracting Party may document that:

1. the Receiving Contracting Party was aware of it at the time of disclosing,
2. it became available to public but not by the fault of Receiving Contracting Party
3. it was received in legal manner without limitation of use by the third party that is authorized to disclose,
4. it was independently developed by the Receiving Contracting Party without access to or use of Business Secret and/or confidential information of the owner; or
5. written consent for disclosure was given by the Disclosing Contracting Party.

**Article 5**

The Contracting Parties shall exchange Business Secret by using mutually acceptable encryption methods and appropriate procedures which together ensure data confidentiality preservation, when such exchange of information is performed via unsecured means of communication (fax, Internet etc.).

**Article 6**

Each Contracting Party is obliged to determine:

• name and surname of the person responsible for the exchange of Business Secret (hereinafter: Responsible Person),

• postal address for the exchange of documents in hard copy when information is exchanged in a hard copy

• e-mail address for the exchange of electronic documents, when information is exchanged via Internet

and inform the other Contracting Party by a written document signed by the authorized representative of the Contracting Party sending information.

The exchange of information which represents Business Secret cannot commence before the fulfillment of obligations under the previous paragraph.

All notices, requests and other correspondence during the term of this Agreement, as well as correspondence in the case of court dispute between the Contracting Parties shall be made in written form, as follows: by registered mail with a return receipt or direct delivery to the particular Contracting Party’s address or by e-mail to the contacts determined in accordance with the paragraph 1 under this Article.

**Article 7**

If the transfer is done by e-mail, the Receiving Contracting Party shall send a message confirming that the message with enclosed Business Secret is received immediately upon the message receipt.

If the Responsible Person of the Disclosing Contracting Party does not receive the confirmation about receipt of message with enclosed Business Secret within the two working days including the day of sending the message, the responsible person shall suspend further sending of data and initiate the procedure for determining the reasons for delay in providing the information that the message with the Business Secret attached is received.

Sending data may continue when and if it is established that data confidentiality or the provisions under this Agreement were not violated.

**Article 8**

The submission of Business Secret to the Receiving Contracting Party in a hard copy or by e-mail shall be performed with the following note:” Information contained in this document represent Business Secret of \_\_\_\_\_\_\_\_\_\_\_. The document or its parts cannot be coped, reproduced or disclosed without a prior consent of the”\_\_\_\_\_\_\_\_\_“.

During the submission of Business Secret in accordance with the previous paragraph, the name of the Contracting Party who is disclosing Business Secret shall be entered in the provided blank space in the previous paragraph.

Material and electronic media in which the Business Secret is shall possess classification markings of level of secrecy:

On behalf of the Employer:

Business Secret

Javno preduzeće Elektroprivreda Srbije

Carice Milice 2, Beograd

or:

Confidential

Javno preduzeće Elektroprivreda Srbije

Carice Milice 2, Beograd

On behalf of the Service Provider:

Business Secret

\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

or:

Confidential

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If information is delivered orally, information shall be considered a Business Secret of the Disclosing Contracting Party if it is specified during the oral delivery and if within the 3 (three) working days as of the oral disclosure a note in a written form (hard copy or e-mail) is delivered to the Receiving Contracting Party.

**Article 9**

Obligations under this Agreement shall also apply Business Secret to which the Contracting Parties have had an access or which they have exchanged up to the moment of conclusion of this Agreement.

Obligations under this Agreement shall also apply to information of the Disclosing Contracting Party which represent Business Secret in terms of this Agreement and to which the Receiving Contracting Party have had an access or have discovered them by accident during the realization of the Business Activities under the Article 1 hereof.

**Article 10**

Disclosing Contracting Party remains owner of the submitted Confidential Information that constitute Business secret. Disclosing Contracting Party is entitled, at any time, to demand from Receiving Contracting Party to return all the original Information Carriers containing Business Secret of the Disclosing Contracting Party.

No later than thirty (30) days from the date of receiving such request, the Receiving Contracting Party shall return all received Information Carriers which contain Business secret of the Disclosing Contracting Party and destroy all copies and reproductions of this information (in any form, including but not limiting to electronic media) in possession of Receiving Contracting Party and/or possession of persons to whom the same were disclosed pursuant to the provisions of this Agreement.

**Article 11**

If during the term of obligations under this Agreement, the Contracting Parties undergo any status changes, the rights and responsibilities shall be transferred to the corresponding legal successor (successors). In the case of possible liquidation of Receiving Contracting Party, Receiving Contracting Party shall upon the completion of liquidation procedure return all received originals and destroy all copies and copy forms of received Information Carriers.

**Article 12**

Receiving Contracting Party is responsible for any damage or all damages suffered by the Disclosing Contracting Party due to the breach of provisions herein, as well as possible disclosure of the Business Secret of the Disclosing Contracting Party by the third parties to whom the Business secret was disclosed by the Receiving Contracting Party.

Receiving Contracting Party acknowledges that business secret and/or confidential information of the Disclosing Contracting Party contain valuable data of the Disclosing Contracting Party and that any material breach hereof shall cause consequences defined by the law.

**Article 13**

The Contracting Parties shall endeavor to settle amicably all disputes arising from, in relation to or due to the breach of the provisions under this Agreement. If no agreement is reached, the subject matter jurisdiction of the court in Belgrade shall be contracted.

**Article 14**

Any amendments and supplements to Agreement are effective only in the event if they are made in a written form and signed by the authorized representatives of the Contracting Parties.

**Article 15**

All the issues not regulated by the provision hereof shall be governed by the applicable legislation of Republic of Serbia, relevant to the scope of this Agreement.

**Article 16**

This Agreement shall be considered concluded as of the date of signing by the authorized representatives of the Contracting Parties, and in case such signing is not executed the same date, then on the latter date of signing.

Obligations of the protection of confidentiality of business secret and confidential information that were previously defined shall be valid permanently.

**Article 17**

This Agreement is signed in four (4) identical copies in Serbian language, of which each Contracting Party retains two copies (2).

Parties mutually declare that they have read and understood the Agreement and that provisions thereof fully represent expression of their true will.

**ON BEHALF OF EMPLOYER ON BEHALF OF SERVICE**

 **PROVIDER**

L.S.

**FORM 13**

## STATEMENT ON ISSEE PROPOSED

Concerning the public invitation for the public procurement of goods with accompanying services “Information system to support the sale of electricity”, published on the portal of PPO ’, under criminal, material and moral responsibility we declare that our proposed ISSSE solution exists and includes all functionalities described in section 6.2.5 – 6.2.10.

|  |  |  |
| --- | --- | --- |
| PLACE AND DATE | L. S. | THE TENDERER |
|  |  |  |
|  |  |  |

***FORM 14***

## TENDER PREPARATION COSTS FORM

|  |  |
| --- | --- |
| **Cost name and description** | **Amount** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| **TOTAL** |  |

|  |  |  |
| --- | --- | --- |
| Date: | L.S. | Tenderer: |
|  |  |  |
|  |  |  |