

JAVNO PREDUZECE  
«ELEKTROPRIVREDA SRBIJE»  
Number: 1836/11-14  
Belgrade, 11 -07- 2014



**Subject: amendments to tender documents no 1.** in accordance with Article 63 paragraph 1 of Public Procurement Law ("Official Gazette of the Republic of Serbia" number 124/12) in an open public procurement procedure for procurement of goods with associated services: „Information system to support the sale of electricity“, PP number 31/14/DIKT, for which the Invitation to tender was published on Public Procurement Portal on 20.06.2014

Tender Documents in an open public procurement procedure number 31/14/DIKT is amended as follows:

1. In Tender Documents "FORM 1.1" is amended and reads:

FORM 1.1

### SUBCONTRACTOR SHARE

Based on the public invitation for the public procurement of goods with the associated services: \_\_\_\_\_, public procurement No \_\_\_\_\_, 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.*

2. In Tender Documents 'FORM 8.1' is amended and reads:

FORM 8.1

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

**CERTIFICATE  
FOR 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)

3. In Tender Documents "4.18.3.2. Operational Team Composition" is amended and reads:

#### 4.18.3.2. 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:

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##### 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

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##### 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

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##### 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

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##### Evidence:

Tender evaluation under criterion sub-element 4.18.3.2 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, 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.

4. In Tender Documents 'FORM 5' is amended and reads:

**FORM 5**

**EXECUTED SERVICES CONFIRMATION**

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

**C O N F I R M A T I O N**

The \_\_\_\_\_ Tenderer  
performed for us the following services  
\_\_\_\_\_ co  
vering \_\_\_\_\_

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

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

The Tender executed the above service (independently or as a leader of group of tenderers or as a member of group of tenderers) \_\_\_\_\_.

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)

5. In Tender Documents 'FORM 11' is amended and reads:

## MODEL CONTRACT

FORM 11

Concluded between following Contracting Parties

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

and

2. \_\_\_\_\_, Company ID Number: \_\_\_\_\_, TIN \_\_\_\_\_, Current Account Number: \_\_\_\_\_ represented by Director \_\_\_\_\_, \_\_\_\_\_ (hereinafter Provider *In case of joint tendering: Name of the Leader to be filled in.*]),

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

- That Employer, pursuant to Article 32 of Public Procurement Law has conducted an open procedure for procurement of goods with associated services: Information System to Support Sale of Electricity (hereinafter „ISSSE“), based on the Tender Documents No.31/14/DIKT, which makes an integral part of this Contract as an Appendix 1;
- That the Provider submitted an acceptable Tender No. \_\_\_\_\_ dated \_\_\_\_\_, registered with PE EPS under number \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter: Tender), which makes an integral part of this Contract as an Appendix 2;
- That Employer, pursuant to Article 108 of Public Procurement Law, adopted a Decision (PE EPS No. \_\_\_\_\_ dated \_\_\_\_\_) on the contract awarding to the Provider.

**Subject of the Contract**  
**Article 1**



By this Contract Contracting Parties stipulate the mutual rights, obligations and liabilities regarding the procurement of Information System to Support Sale of Electricity along with delivery of goods for ISSSE, such are:

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

Hereinafter jointly referred to as: ISSSE Project.

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

- a) Appendix 1 - Tender Documents for the Public Procurement of Information System to Support the Sale of Electricity (Public Procurement no. 31/14/DIKT).
- b) Appendix 2 – Tender [Note: Name of the Tenderer], Tender No. \_\_\_\_\_ dated \_\_\_\_\_, registered with PE EPS under number \_\_\_\_\_ dated \_\_\_\_\_

Both above mentioned appendices jointly make a comprehensive specification of the services and goods which are the subject of this Contract.

## Article 2

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

Payment of contracted value for the price expressed in foreign currency (*state currency from the Tender*) to domestic provider (as well as domestic member of the group of providers, unless Joint Service Execution Agreement defines that the payment shall be performed through Leader – non-resident) shall be performed at middle exchange rate of foreign currency of the National Bank of Serbia on the date of signing Acceptance Protocole for Goods/Service.

*Note: Paragraph 2 hereof shall be inserted in the case that the Tenderer is the resident of the Republic of Serbia.*

Unit prices 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.

Advance payment amounts to \_\_\_\_\_ (please indicate amount and currency from the Tender) i.e. \_\_\_\_\_% of total contracted value, VAT excluded, and is paid within \_\_\_\_\_ days from the date of signing the Contract. Justification of advance payment shall be successively performed for each invoice.

*(note: \_\_\_\_\_ the Provider asked for advance payment).*

Advance payment shall be done in RSD countervalue of foreign currency at middle exchange rate of NBS on the date of payment.

*Note: Paragraph 5 hereof shall be inserted in the case that the Tenderer is the resident of the Republic of Serbia*

## Procurement of ISSSE Software Licences

### Article 3

Based on this Contract, \_\_\_\_\_ (*Provider*) sells and Employer buys the ISSSE software licenses for 20 users indicated in the Appendix 1 and Appendix 2 of this Contract, without subject, spatial or time limitation.

By purchasing the software products from paragraph 1 of this Article, Employer shall gain the right 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 contracted price, Employer 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.

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 method, i.e. whether the software was sent earlier or is downloaded from server. Provider is obliged to secure that the Start Date of Licensing Rights is not later than three working days after the delivery date.

### Article 4

Provider is obliged to perform delivery of the software licenses from the Appendix 1 within \_\_\_\_\_ (*please indicate the deadlines from the Tender*), and prior to 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 Tender*), value added tax excluded.

Issuance of the invoice by the provider shall be done within 3 days from the date of signing Acceptance Protocol for Goods/Services by the Employer in accordance with Appendix 1.

Payment of the remuneration for purchasing the software licenses from the Appendix 1 and obtaining the licensing rights shall be performed within 30 (thirty) calendar days as of the date of receipt and endorsement of an invoice according to the payment conditions stated in Appendix 1.

Conversion of contracted prices into dinar counter value of foreign currency and payment to domestic Provider shall be made at middle exchange rate of foreign currency of the National Bank of Serbia on the date of Protocol signing.

*Note* \_\_\_\_\_ 3 of this Article shall be inserted if the Tenderer is the resident of RS.

## **The Right to Use the Software Licenses**

### **Article 6**

Employer is obliged to use only the certain type and quantity of the software licenses, in accordance with the Appendix 1 of this Contract. If Employer 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.

Employer 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 make 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.

Provider shall submit evidence on the status of resident of domicile country by the certificate on residence verified by competent body of domicile country of the Provider on the form stipulated by local regulations and evidence that the actual owner of the right over licences within deadline stipulated in Article 15 hereof.

Calculation of withholding tax shall be done in accordance with Agreement on Avoiding Double Taxation which the Republic of Serbia concluded with domicile country of the Tenderer (state correct name of the contract) and tax regulations of the Republic of Serbia.

*Note: Paragraphs 3 and 4 hereof are inserted in the event that the Tenderer is a non-resident and the Agreement on Avoiding Double Taxation is signed with the domicile country of the Tenderer.*

Domicile country of Provider has not concluded with the Republic of Serbia the Agreement on Avoiding Double Taxation, therefore the Contracting Parties agree that tax regulations of the Republic of Serbia shall apply to calculation and payment of withholding tax for the income from the right of industrial property.

*Note: Paragraph 5 of this Article is inserted in the event that the Tenderer is non-resident and the Agreement on Avoiding Double Taxation is not concluded with the domicile country of Tenderer.*

Provider 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 Provider, and Employer 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**

Employer obtains implementation services from Provider, and products defined in more details in the Appendix 1 and the Appendix 2, of this Contract.

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

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

The services shall be provided in accordance with Detailed Technical Design, which shall be prepared by Provider as a deliverable specified in Appendix 1 and which will be approved and signed by both Contracting Parties. The Detailed Technical Design shall be prepared 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**

Provider can perform the contracted services during the project on another location with the consent of the Employer (for example, remotely through the communication line) and via telephone.

The communication language during the project realization shall be English or Serbian. Based on the request of the Employer, Provider is obliged to engage 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. 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 \_\_\_\_\_  
(Tenderer) products amounts to \_\_\_\_\_ (please indicate currency and amount  
for \_\_\_\_\_ Tender), value added tax excluded.

Issuance of the invoice by the provider shall be done within 3 days from the date of signing Acceptance Protocol for Services by the Employer in accordance with Appendix 1.

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.

Conversion of contracted prices into dinar counter value of foreign currency and payment to domestic Provider shall be made at middle exchange rate of foreign currency of the National Bank of Serbia on the date of Protocol signing.

*Note: Paragraph 5 of this Article shall be inserted if the Tenderer is the resident of RS.*

## **ISSSE 1year Operation Support**

### **Article 11**

The scope and conditions of ISSSE 1year operation support for all software products subject to this Contract which Provider undertakes to provide Employer, are described in detail in Appendix 1 and Appendix 2 of this Contract.

### **Article 12**

The total cost of ISSSE 1year operation support services is *(please indicate the amount in the currency from the Tender)* \_\_\_\_\_ (in words: \_\_\_\_\_), VAT excluded.

Issuance of the invoice by the provider shall be done within 3 days from the date of signing Acceptance Protocol for Services by the Employer in accordance with Appendix 1.

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

Conversion of contracted prices into dinar counter value of foreign currency and payment to domestic Provider shall be made at middle exchange rate of foreign currency of the National Bank of Serbia on the date of Protocol signing.

*Note: Paragraph 4 of this Article shall be inserted if the Tenderer is the resident of RS.*

### **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 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 positions 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 least has equivalent professional qualification and qualities, with prior consent in writing by 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, 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 during the Contract duration, 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 makes an integral part of this Contract, therefore the Contracting Parties shall not conclude separate Appendix to this Contract in order to change individual executors.

## Financial Security Instruments

### Article 15

Provider shall submit to the Employer the irrevocable, unconditional (without protest) Performance Bond payable at first written demand, in the amount of 5% of the total contract value, VAT excluded. Provider shall submit the specified bank guarantee at the Contract conclusion, or not later than 14 (fourteen) days from the date of Contract signing.

If the Provider does not submit Performance Bond in the manner and within the deadline from the previous paragraph, the Contract shall not be deemed effective.

Performance Bond has to be valid at least 30 (thirty) calendar days longer than the deadline for execution of contracted goods with associated services.

In the event that the \_\_\_\_\_ (*Tenderer*) does not fulfill its contractual obligations, EPS shall collect submitted bank guarantee.

Provider shall submit to the Employer an irrevocable, unconditional (without protest) advance payment guarantee, in the amount of required advance payment, VAT included. Provider shall submit the bank guarantee upon the Contract conclusion or no later than 14 (fourteen) days as of the date of the Contract signing.

Advance Payment Guarantee has to be valid at least until the justification of advance payment.

## VII GENERAL TERMS

### Article 16

On the day of signing this Contract, the Contracting Parties shall 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 the Contract:

Appendix 1	Tender Documents for the Public Procurement of Information system to Support the Sale of Electricity" no. of public procurement for current year PP 31/14/DIKT.
Appendix 2	Tender [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 the event of collision of the provisions of the Contract, Tender Documents and the Tender, the Contract provisions shall be applied first, then the provisions of the Tender Documents and then the provisions of the Tender.

### ARTICLE 18

*Note: The text of the Contract shall be inserted depending on the legal position of the Provider.*

*1. If the Provider is resident of RS:*

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

- bank guarantees from Article 15 of this Contract

*2. If the Provider is non-resident and that domicile country and the Republic of Serbia have concluded agreement on avoiding of double taxation, Article 18 of the Law on Taxation:*

*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 fulfills suspensive condition and submits*

- bank guarantees from Article 15 of this Contract
- evidence on the residence by domicile country and evidence that it is real owner of the revenues.

Provider agrees that the Employer shall cancel and pay the withholding tax based on the contracted fee for the intellectual property if the Provider does not submit the evidence from item 2 paragraph 1 hereof.

*3.1. It is assumed that the Provider is non-resident and that domicile country and the Republic of Serbia do not have concluded agreement on avoiding double taxation, Article 15 of this Contract follows.*

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 fulfills suspensive condition and submits

- bank guarantees from Article 15 of the Contract

Provider agrees that the Employer shall cancel and pay the withholding tax based on the contracted fee for the intellectual property

#### **Article 19**

For all matters not stipulated 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, the board of representatives of both Contracting Parties and one common representative shall be formed, and if even then the possible dispute is not settled within 45 days as of the date of forming of the Board, the competent court shall be the one in Belgrade (International Commercial Arbitration at the Serbian Chamber of Commerce, with the application of its Rulebook *[note: final version in the Contract depends on whether domicile of the Provider is selected]*).

In the event of dispute the material and process law of the Republic of Serbia shall be applied and the proceeding shall be in Serbian language.

#### **Article 20 Termination**

If the Provider does not execute this contract and does not fulfill the instructions of PE EPS or if it is not done in quality way and within the deadline, or if despite written notice by PE EPS, it is in breach with the provisions of the contract, PE EPS is entitled to conclude breaching of the provisions of the Contract and to submit the written reminder to the Provider.

If the Provider does not undertake measures for execution of this contract, that are required, within 8 (eight) days upon the receipt of written reminder, PE EPS may within the following 5 (five) days terminate this Contract unilaterally according to the rules on contract termination due to non-fulfillment.

In the event of termination of the contract, in accordance with article, the Contracting Parties shall settle their liabilities incurred until the termination date.



If one Party is responsible for the termination of the Contract, other party has the right on reimbursement and lost profit according to the general rules of the Law on Contract and Torts.

### **Article 21 Acceptance**

1. All deliverables as specified in Appendix 1 to 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**

The Contracting Parties agree to mutually, on their own expense provide information and technical support that may be reasonably necessary in order to fulfill the subject of this contract, and regarding infrastructure, services, tools, processes and other items that include information necessary for the performance of service together with the delivery of goods for ISSSE, described in more detail in Article 1 hereof, as well as to harmonize agreements on the beginning of mutual cooperation in writing in the form of minutes.

### **Article 23**

The Contracting Parties agree that the Contract shall include all agreements that they have reached. All agreements between them shall be in written form and oral agreements shall not be valid. The Contracting Parties agree that in the event that any Contracting Party is not in a position to fulfill its obligations due to Force Majeure for which none of the Contracting Parties is responsible, obligation of the other Contracting Party cease to be valid.

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

**PROVIDER**  
Name

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name and surname  
position

**EMPLOYER**  
Public Enterprise  
Electric Power Industry of Serbia

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Aleksandar Obradović  
Acting Director

6. In Tender Documents (version in English) in item 4.16 paragraphs 5, 6 and 7 are added and read:

The selected Tenderer shall at the moment of Contract signing submit to the Employer the evidence on professional liability insurance, as security instrument of fulfilment of contractual obligations.

Selected Tenderer shall at its own expense conclude Contract on insurance for the event defined in the previous paragraph with the insurance in the amount of 10% of contracted value, VAT excluded.

Insurance shall be valid until the completion of activities regarding Information System to Support the Sale of Electricity which are the subject of the Contract



Attachment:

- Amendments to Tender Documents number 1 in English/Serbian

Copy:

- Archive
- Public Procurement Committee