

**PROCUREMENT DOCUMENTS**

**Bidding Document for  
Procurement of Goods**

**Procurement of:**  
**Mobile substations (20(10)/0.42 kV) for**  
**distribution network with related**  
**services**

**ICB No: ERL-G-ICB-001-2015**

**Project:**  
**Floods Emergency Recovery**  
**Project**  
**Purchaser: EPS**  
**Country: Republic of Serbia**  
**Issued on: \_\_\_\_\_.**

## Table of Contents

<b>PART 1 – Bidding Procedures</b> .....	<b>3</b>
Section I. Instructions to Bidders.....	3
Section II. Bid Data Sheet (BDS).....	28
Section III. Evaluation and Qualification Criteria.....	35
Section IV. Bidding Forms.....	37
Section V. Eligible Countries.....	51
Section VI. Bank Policy - Corrupt and Fraudulent Practices.....	52
<b>PART 2 – Supply Requirements</b> .....	<b>54</b>
Section VII. Schedule of Requirements.....	55
<b>PART 3 – Contract</b> .....	<b>62</b>
Section VIII. General Conditions of Contract.....	63
Section IX. Special Conditions of Contract.....	83
Section X. Contract Forms.....	91
<b>Invitation for Bids</b>	<b>99</b>



## **PART 1 – Bidding Procedures**

### **Section I. Instructions to Bidders**

#### **Table of Clauses**

<b>A. General.....</b>	<b>5</b>
1. Scope of Bid.....	5
2. Source of Funds .....	5
3. Corrupt and Fraudulent Practices.....	5
4. Eligible Bidders .....	6
5. Eligible Goods and Related Services.....	8
<b>B. Contents of Bidding Document.....</b>	<b>9</b>
6. Sections of Bidding Document.....	9
7. Clarification of Bidding Documents.....	9
8. Amendment of Bidding Document.....	10
<b>C. Preparation of Bids.....</b>	<b>10</b>
9. Cost of Bidding.....	10
10. Language of Bid.....	10
11. Documents Comprising the Bid.....	10
12. Letter of Bid and Price Schedules.....	11
13. Alternative Bids .....	11
14. Bid Prices and Discounts .....	11
15. Currencies of Bid and Payment .....	14
16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services .....	14
17. Documents Establishing the Eligibility and Qualifications of the Bidder.....	15
18. Period of Validity of Bids .....	15
19. Bid Security .....	16
20. Format and Signing of Bid.....	18
<b>D. Submission and Opening of Bids.....</b>	<b>18</b>
21. Sealing and Marking of Bids .....	18
22. Deadline for Submission of Bids .....	18
23. Late Bids .....	19
24. Withdrawal, Substitution, and Modification of Bids.....	19
25. Bid Opening.....	19
<b>E. Evaluation and Comparison of Bids.....</b>	<b>21</b>

**Section I Instructions to Bidders**

26. Confidentiality .....21  
27. Clarification of Bids.....21  
28. Deviations, Reservations, and Omissions.....22  
29. Determination of Responsiveness.....22  
30. **Nonconformities, Errors and Omissions**.....22  
31. Correction of Arithmetical Errors.....23  
32. Conversion to Single Currency.....23  
33. Margin of Preference .....23  
34. Evaluation of Bids.....23  
35. Comparison of Bids .....25  
36. Qualification of the Bidder .....25  
37. Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids .....25

**F. Award of Contract..... 25**

38. Award Criteria .....25  
39. Purchaser’s Right to Vary Quantities at Time of Award.....25  
40. Notification of Award .....26  
41. Signing of Contract.....26  
42. Performance Security.....27



## Section I. Instructions to Bidders

### A. General

1. **Scope of Bid**
  - 1.1 In connection with the Invitation for Bids, **specified in the Bid Data Sheet (BDS)**, the Purchaser, **as specified in the BDS**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this International Competitive Bidding (ICB) procurement are **specified in the BDS**.
  - 1.2 Throughout these Bidding Documents:
    - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
    - (b) if the context so requires, “singular” means “plural” and vice versa; and
    - (c) “day” means calendar day.
2. **Source of Funds**
  - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in BDS**, toward the project named in **BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
  - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
3. **Corrupt and Fraudulent Practices**
  - 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
  - 3.2 In further pursuance of this policy, Bidders shall permit and shall



Section I Instructions to Bidders

cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

- 4. Eligible Bidders**
- 4.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. **Unless specified in the BDS, there is no limit on the number of members in a JV.**
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - (b) receives or has received any direct or indirect subsidy from another Bidder; or
  - (c) has the same legal representative as another Bidder; or
  - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
  - (e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
  - (f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
  - (g) any of its affiliates has been hired (or is proposed to be

## Section I Instructions to Bidders

hired) by the Purchaser or Borrower for the Contract implementation; or

- (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract

4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS.**

4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate

Section I Instructions to Bidders

under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, *inter alia*, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.

- 4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration.
- 4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.8 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

**5. Eligible Goods and Related Services**

- 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially





## Section I Instructions to Bidders

in its basic characteristics from its components.

### **B. Contents of Bidding Document**

- 6. Sections of Bidding Document**
- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.
- PART 1 Bidding Procedures**
- Section I. Instructions to Bidders (ITB)
  - Section II. Bidding Data Sheet (BDS)
  - Section III. Evaluation and Qualification Criteria
  - Section IV. Bidding Forms
  - Section V. Eligible Countries
  - Section VI. Bank Policy-Corrupt and Fraudulent Practices
- PART 2 Supply Requirements**
- Section VII. Schedule of Requirements
- PART 3 Contract**
- Section VIII. General Conditions of Contract (GCC)
  - Section IX. Special Conditions of Contract (SCC)
  - Section X. Contract Forms
- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
- 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.
- 7. Clarification of Bidding Documents**
- 7.1 A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is



## Section I Instructions to Bidders

received prior to the deadline for submission of bids within a period **specified in the BDS**. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Purchaser shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.

- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.

### **C. Preparation of Bids**

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) Letter of Bid in accordance with ITB 12;
  - (b) completed schedules, in accordance with ITB 12 and 14



Section I Instructions to Bidders

- (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;
- (d) alternative bids, if permissible, in accordance with ITB 13;
- (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
- (g) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;
- (h) documentary evidence in accordance with ITB 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (i) documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (j) any other document required in the BDS.

11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

**12. Letter of Bid and Price Schedules**

12.1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

**13. Alternative Bids**

13.1. Unless otherwise specified in the BDS, alternative bids shall not be considered.

**14. Bid Prices and Discounts**

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots (contracts) and items must be listed and priced separately

## Section I Instructions to Bidders

in the Price Schedules.

- 14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDSA** bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.
- 14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as **specified in the BDS**.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

A handwritten signature or set of initials, possibly 'MIP', written in dark ink at the bottom center of the page.

Section I Instructions to Bidders

- (a) For Goods manufactured in the Purchaser's Country:
  - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
  - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
  - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
  - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as **specified in the BDS;**
  - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS;**
- (c) For Goods manufactured outside the Purchaser's Country, already imported:
  - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
  - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
  - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
  - (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
  - (v) the price for inland transportation, insurance, and



Section I Instructions to Bidders

other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS.**

(d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:

(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

**15. Currencies of Bid and Payment**

15.1 The currency(ies) of the bid and the currency(ies) of payments shall be **as specified in the BDS.** The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise **specified in the BDS.**

15.2 The Bidder may express the bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.

**16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services**

16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.

16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the **period specified in the BDS** following commencement of the use of the goods by the

## Section I Instructions to Bidders

Purchaser.

- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.
- 17. Documents Establishing the Eligibility and Qualifications of the Bidder**
- 17.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.
- 17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
  - (b) that, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
  - (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 18. Period of Validity of Bids**
- 18.1. Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser in accordance with ITB22.1. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 18.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without

## Section I Instructions to Bidders

forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.

- 18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
  - (b) In the case of adjustable price contracts, no adjustment shall be made.
  - (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

### **19. Bid Security**

- 19.1. The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as **specified in the BDS**, in original form and, in the case of a bid security. In the amount and currency **specified in the BDS**.
- 19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3. If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option :
- (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
  - (b) an irrevocable letter of credit;
  - (c) a cashier's or certified check; or
  - (d) another security specified in the BDS,

from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any





Section I Instructions to Bidders

period of extension if requested under ITB 18.2.

- 19.4. If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 42.
- 19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
- 19.7. The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder ; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB41; or
    - (ii) furnish a performance security in accordance with ITB 42.
- 19.8. The bid security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
- 19.9. If a bid security is **not required in the BDS**, pursuant to ITB 19.1, and
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or
  - (b) if the successful Bidder fails to: sign the Contract in accordance with ITB41; or furnish a performance security in accordance with ITB 42;

the Borrower may, if **provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the BDS.



## Section I Instructions to Bidders

### **20. Format and Signing of Bid**

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

### **D. Submission and Opening of Bids**

### **21. Sealing and Marking of Bids**

- 21.1. The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2. The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Purchaser in accordance with ITB 24.1;
  - (c) bear the specific identification of this bidding process indicated in ITB 1.1; and
  - (d) bear a warning not to open before the time and date for bid opening.
- 21.3. If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

### **22. Deadline for**

- 22.1. Bids must be received by the Purchaser at the address and no

## Section I Instructions to Bidders

- Submission of Bids** later than the date and time **specified in the BDS. When specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS.**
- 22.2. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Bids** 23.1. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids** 24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.2, (except that withdrawal notices do not require copies ). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
  - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.
- 24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
- 25. Bid Opening** 25.1. Except as in the cases specified in ITB 23 and 24, the Purchaser shall publicly open and read out in accordance with ITB25.3 all bids received by the deadline at the date, time and place **specified in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding



## Section I Instructions to Bidders

is permitted in accordance with ITB 22.1, shall be as **specified in the BDS.**

- 25.2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further.
- 25.3. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending bid opening in the manner **specified in the BDS.** The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 25.1).
- 25.4. The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts, and alternative bids; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to



Section I Instructions to Bidders

all Bidders.

**E. Evaluation and Comparison of Bids**

- 26. Confidentiality**
- 26.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders in accordance with ITB 40.
- 26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

Section I Instructions to Bidders

- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents
- 29. Determination of Responsiveness**
- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would
    - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
    - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.
- 29.4 If a bid is not substantially responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 30. Nonconformities, Errors and Omissions**
- 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.
- 30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or



Section I Instructions to Bidders

documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

**31. Correction of  
Arithmetical  
Errors**

31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

**32. Conversion to  
Single Currency**

32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified in the BDS.

**33. Margin of  
Preference**

33.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.

**34. Evaluation of  
Bids**

34.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

34.2 To evaluate a Bid, the Purchaser shall consider the following:

- (a) evaluation will be done for Items or Lots (contracts), as

## Section I Instructions to Bidders

- specified in the BDS; and the Bid Price as quoted in accordance with clause I4;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
  - (c) price adjustment due to discounts offered in accordance with ITB 14.3;
  - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
  - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
  - (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria;
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 34.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria
- 34.5 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
  - (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
  - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 34.6 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to



## Section I Instructions to Bidders

facilitate comparison of bids, unless otherwise **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2 (f).

- 35. Comparison of Bids** 35.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34.2 to determine the lowest evaluated bid. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.
- 36. Qualification of the Bidder** 36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.
- 36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 37.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

### **F. Award of Contract**

- 38. Award Criteria** 38.1 Subject to ITB 37.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 39. Purchaser's** 39.1 At the time the Contract is awarded, the Purchaser reserves the

## Section I Instructions to Bidders

- Right to Vary Quantities at Time of Award** right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 40. Notification of Award**
- 40.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding and shall publish in *UNDB online* the results identifying the bid and lot (contract) numbers and the following information:
- (i) name of each Bidder who submitted a Bid;
  - (ii) bid prices as read out at Bid Opening;
  - (iii) name and evaluated prices of each Bid that was evaluated;
  - (iv) name of bidders whose bids were rejected and the reasons for their rejection; and
  - (v) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.
- 40.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 40.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.
- 41. Signing of Contract**
- 41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.
- 41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such



Section I Instructions to Bidders

export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

**42. Performance  
Security**

- 42.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, subject to ITB 34.5, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country.
- 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.



## Section II. Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The reference number of the Invitation for Bids is : <b>ERL-G-ICB-001-2015</b>
ITB 1.1	The Purchaser is: <i>Public Enterprise Electric Power Industry of Serbia, Belgrade (JP EPS)</i>
ITB 1.1	The name of the ICB is: <i>Procurement of mobile substations 20 (10)/ 0.42 kV</i>  The identification number of the ICB is: ERL-G-ICB-001-2015  The number and identification of lots (contracts) comprising this ICB is: N/A
ITB 2.1	The Borrower is: <i>Republic of Serbia</i>
ITB 2.1	Loan Agreement amount: EUR 227 million
ITB 2.1	The name of the Project is: <i>Floods Emergency Recovery Project</i>
ITB 4.1	Maximum number of members in the JV shall be: <i>without restriction.</i>
IITB 4.4	A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .



Section II Bid Data Sheet (BDS)

<b>B. Contents of Bidding Documents</b>	
<b>ITB 7.1</b>	<p>For <b>Clarification of bid purposes</b> only, the Purchaser's address is:            Attention: <i>Mr. Nikola Rakić</i>            Address: <i>Masarikova 1-3</i>            Floor/ Room number: <i>IV floor/401</i>            City: <i>Belgrade</i>            ZIP Code: <i>11000</i>            Country: <i>Republic of Serbia</i>            Telephone: <i>+381 11 20 24 882</i>            Electronic mail address: <i>nikola.rakic@eps.rs</i>            Requests for clarification should be received by the Employer no later than: <i>15 days prior to the deadline for submission of bids.</i></p>
<b>ITB 7.1</b>	<p>Web page: <a href="http://www.eps.rs">www.eps.rs</a> (page Public invitation/General) <i>used.</i></p>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	<p>The language of the bid is: <i>English</i>            All correspondence exchange shall be in <u>English</u> language.            Language for translation of supporting documents and printed literature is <u>English language.</u></p>
<b>ITB 11.1 (j)</b>	<p>The Bidder shall submit the following additional documents in its bid:  <i>There are no additional documents to be submitted.</i></p>
<b>ITB 13.1</b>	<p>Alternative Bids <u>shall not be</u> considered.</p>
<b>ITB 14.5</b>	<p>The prices quoted by the Bidder <u>shall not</u> be subject to adjustment during the performance of the Contract.</p>
<b>ITB 14.6</b>	<p>Prices quoted for each lot (contract) shall correspond at least to <u>100</u> percent of the items specified for each lot (contract).            Prices quoted for each item of a lot shall correspond at least to <u>100</u> percent of the quantities specified for this item of a lot.</p>
<b>ITB 14.7</b>	<p>The Incoterms edition is: <b>2010</b></p>

Section II Bid Data Sheet (BDS)

<b>ITB 14.8 (b) (i) and (c) (v)</b>	<p>Place of Destination:</p> <p><i>Warehouses of the Operator Distributivnog Sistema „EPS Distribucija“ d.o.o. Masarikova 1-3, Beograd in Serbia:</i></p> <p><i>Ogranak ED „Sombor“, Apatinski put bb, 25000 Sombor, Serbia-one (1) substation.</i></p> <p><i>- Ogranak ED „Pančevo“, Miloša Obrenovića 6, 26000 Pančevo, Serbia-one (1) substation.</i></p> <p><i>- ODS EPS distribucija, Pogon održavanja 1, Milana Toplice bb, 11000 Beograd, Serbia-two (2) substations.</i></p> <p><i>- Ogranak ED „Užice“, Dragačevska bb, 31205 Sevojno, Serbia-one (1) substation.</i></p> <p><i>- Ogranak ED “Lazarevac”, Janka Stajčića 2, 11550 Lazarevac, Serbia-one (1) substation.</i></p> <p><i>- Ogranak ED “Nis” Bulevar dr Zorana Đinđića 46a, 18000 Niš, Serbia-one (1) substation.</i></p> <p><i>- Ogranak ED „Zaječar“, Nušićeva bb. 19000 Zaječar, Serbia-one (1) substation</i></p> <p><i>- Ogranak ED “Elektrosumadija”, Ulica Slobode 7, 34000 Kragujevac, Serbia-two (2) substations.</i></p>
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Section II Bid Data Sheet (BDS)

<p><b>ITB 14.8 (a) (iii);(b)(ii) and (c)(v)</b></p>	<p>“Final destination (Project Site)”:  <i>Warehouses of the Operator Distributivnog Sistema „EPS Distribucija“ d.o.o. Masarikova 1-3, Beograd in Serbia:</i></p> <p><i>Ogranak ED „Sombor”, Apatinski put bb, 25000 Sombor, Serbia-one(1) substation.</i></p> <p><i>- Ogranak ED „Pančevo“, Miloša Obrenovića 6, 26000 Pančevo, Serbia-one(1) substation.</i></p> <p><i>- ODS EPS distribucija, - Pogon održavanja 1, Milana Toplice bb, 11000 Beograd, Serbia-two(2) substations.</i></p> <p><i>- Ogranak ED „Užice“, Dragačevska bb, 31205 Sevojno, Serbia-one (1) substation.</i></p> <p><i>- Ogranak ED “Lazarevac”, Janka Stajčića 2, 11550 Lazarevac, Serbia-one (1) substation.</i></p> <p><i>- Ogranak ED “Nis” Bulevar dr Zorana Đinđića 46a, 18000 Niš, Serbia-one (1) substation.</i></p> <p><i>- Ogranak ED „Zaječar“, Nušićeva bb. 19000 Zaječar, Serbia-one (1) substation</i></p> <p><i>- Ogranak ED “Elektrosumadija”, Ulica Slobode 7, 34000 Kragujevac, Serbia-two (2) substations.</i></p>
<p><b>ITB 14.8. (b) (iii)</b></p>	<p>In addition to the CIP price specified in ITB 14.8 (b) (i), the price of the Goods manufactured outside the Purchaser country shall be quoted: N/A</p>
<p><b>ITB 15.1</b></p>	<p>The Bidder may express the bid price in any freely convertible currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the currency of the Purchaser’s Country.</p> <p>The Bidder <i>is not</i> required to quote in the currency of the Purchaser’s Country the portion of the bid price that corresponds to expenditures incurred in that currency.</p>
<p><b>ITB 16.4</b></p>	<p>Period of time the Goods are expected to be functioning (for the purpose of spare parts): <i>10 years after the warranty period</i></p>
<p><b>ITB 17.2 (a)</b></p>	<p>Manufacturer’s authorization is: <u><i>required</i></u></p>
<p><b>ITB 17.2 (b)</b></p>	<p>After sales service is: <u><i>not required</i></u></p>
<p><b>ITB 18.1</b></p>	<p>The bid validity period shall be <u><i>90</i></u> days.</p>

Section II Bid Data Sheet (BDS)

ITB 19.1	<p>A <i>Bid Security</i> <b><i>shall be</i></b> required.  A Bid-Securing Declaration <b><i>shall not be</i></b> required.  If a bid security shall be required, the amount and currency of the bid security shall be <b><i>12.000 €</i></b></p>
ITB 19.3 (d)	Other types of acceptable securities: <b>none</b>
ITB 20.1	In addition to the original of the bid, the number of copies is: <b><i>Two (2) in paper format and one (1) copy in electronic format (CD-ROM, DVD not rewritable)</i></b>
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of Power of Attorney issued to the signatory of the Bidder.
<b>D. Submission and Opening of Bids</b>	
ITB 22.1	<p>For <b><u>bid submission purposes</u></b> only, the Purchaser's address is:  Attention: <b><i>Mr, Nikola Rakić</i></b>  Street Address: <b><i>Masarikova 1-3</i></b>  Floor/ Room number: <b><i>IV/401 (ПИСАРНИЦА)</i></b>  City: Belgrade  ZIP/Postal Code: 11000  Country: Republic of Serbia  <b>The deadline for bid submission is:</b>  <b>Date: 9.02.2016</b>  <b>Time: 11:00 a.m.</b>  Bidders <b><i>shall not</i></b> have the option of submitting their bids electronically.</p>



Section II Bid Data Sheet (BDS)

ITB 25.1	<p>The bid opening shall take place at:            Attention: <i>Mr, Nikola Rakić</i>            Street Address: <i>Masarikova 1-3</i>            Floor/ Room number: <i>II/202</i>            City: Belgrade            ZIP/Postal Code: 11000            Country: Republic of Serbia  <b>Date: 9.02.2016</b>  <b>Time: 11:00 a.m.</b></p>
ITB 25.3	<p>The Letter of Bid and Price Schedules shall be initialed by <b>all</b> representatives of the Purchaser conducting Bid opening.</p>
<p><b>E. Evaluation and Comparison of Bids</b></p>	
ITB 32.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <u>RSD (Republic of Serbia Dinar)</u>            The source of exchange rate shall be: The National Bank of Serbia            The date for the exchange rate shall be: twenty eight (28) days before Bid opening date.</p>
ITB 33.1	<p>A margin of domestic preference <i>shall not apply</i>.</p>
ITB 34.2(a)	<p><i>Evaluation will be done for each item(s) and the Contract will comprise the item(s) awarded to the successful bidder as required in Section VI, Schedule of Requirements.</i></p>
ITB 34.6	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <p>Deviation in Delivery schedule: <u>No</u></p> <p>(a) Deviation in payment schedule: <u>No</u></p> <p>(b) the cost of major replacement components, mandatory spare parts, and service: <u>No</u></p> <p>(c) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid: <u>No</u></p> <p>(d) the projected operating and maintenance costs during the life of the equipment: <u>No</u></p> <p>(e) the performance and productivity of the equipment offered: <u>No</u></p>

Section II Bid Data Sheet (BDS)

	<b>F. Award of Contract</b>
<b>ITB 39.1</b>	The maximum percentage by which quantities may be increased is: <i>10%</i> The maximum percentage by which quantities may be decreased is: <i>0%</i>



## **Section III. Evaluation and Qualification Criteria**

*This Section contains all the criteria that the Purchaser shall use to evaluate a bid and qualify the Bidders in accordance with ITB 34 and ITB 36, no other factors, methods or criteria shall be used.*

### **Contents**

<b>3. Qualification(ITB 36).....</b>	<b>36</b>
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## Section III Evaluation and Qualification Criteria

### **3. Qualification(ITB 36)**

#### **3.1 Post qualification Requirements (ITB 36.1)**

After determining the lowest-evaluated bid in accordance with ITB 35.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB 36, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(i) **Financial Capability**

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): should be in good financial standing.

If the bidder is a Joint Venture (JV), all members of the JV should be in good financial standing.

(ii) **Experience and Technical Capacity**

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

The Bidder is in business of delivery of similar equipment at least five (5) years.

• The Bidder shall submit the reference list for successfully completed delivery during the last five (5) years of at least 10 mobile substations, operating faultlessly. The similarity in the equipment could be described as follows:

- MSS on trailer or on sledge;
- Transformer oil or dry;
- Primary voltage level: up to 35 kV;
- Secondary voltage level: up to 6.3 kV;
- Capacity of the transformer: from 630 kVA up to 1 MVA;
- Number of high voltage bays: minimum 1;
- Number of low voltage bays: minimum 1;
- Type of medium voltage switchgear: air or SF6 insulated.



## **Section IV. Bidding Forms**

### **Table of Forms**

<b>Letter of Bid.....</b>	<b>38</b>
<b>Bidder Information Form .....</b>	<b>41</b>
<b>Bidder's JV Members Information Form .....</b>	<b>42</b>
<b>Price Schedule Forms .....</b>	<b>43</b>
<b>Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported.....</b>	<b>44</b>
<b>Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported*... </b>	<b>45</b>
<b>Price Schedule: Goods Manufactured in the Purchaser's Country .....</b>	<b>46</b>
<b>Price and Completion Schedule - Related Services.....</b>	<b>47</b>
<b>Form of Bid Security .....</b>	<b>48</b>
<b>Manufacturer's Authorization.....</b>	<b>50</b>



## Letter of Bid

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

*Note: All italicized text is for use in preparing these form and shall be deleted from the final products.*

Date: [insert date (as day, month and year) of Bid Submission]

ICB No.: [insert number of bidding process]

Invitation for Bid No.: [insert identification]

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: [insert complete name of Purchaser]

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8)\_\_\_;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods:[insert a brief description of the Goods and Related Services];
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:

In case of only one lot, total price of the Bid [insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];

In case of multiple lots, total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];

In case of multiple lots, total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

- (f) The discounts offered and the methodology for their application are:
  - (i) The discounts offered are: [Specify in detail each discount offered.]
  - (ii) The exact method of calculations to determine the net price after application of discounts is shown below:[Specify in detail the method that shall be used to apply the discounts];



Section IV Bidding Forms

- (g) Our bid shall be valid for a period of *[specify the number of calendar days]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (j) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;<sup>1</sup>
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: **[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]**

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder\* **[insert complete name of person signing the Bid]**

<sup>1</sup> Bidder to use as appropriate

Section IV Bidding Forms

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* [insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid [insert complete title of the person signing the Bid]

Signature of the person named above [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of [insert month], [insert year]

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.





## Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing: <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Bidder is not dependent agency of the Purchaser</li></ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## Bidder's JV Members Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].*

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## **Price Schedule Forms**

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

Handwritten signature or initials, possibly 'MP', in black ink.

## Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

Date: _____ ICB No: _____ Alternative No: _____ Page No _____ of _____								
(Group C bids, goods to be imported) Currencies in accordance with ITB 15								
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 14.8(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
<b>Total Price</b>								

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert Date]*

*AP*



## Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country (Group A and B bids)									
Currencies in accordance with ITB 15									
Date: _____									
ICB No: _____									
Alternative No: _____									
Page N° _____ of _____									
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.8(a)(xi))	Total Price per line item (Col. 6+7)
[insert number of the item]	[insert name of Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert EXW unit price]	[insert total EXW price per line item]	[insert the corresponding price per line item]	[insert cost of local labor, raw material and components from within the Purchaser's country as a % of the EXW price per line item]	[insert sales and other taxes payable per line item if Contract is awarded]	[insert total price per item]
<b>Total Price</b>									

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]





## Form of Bid Security

(Bank Guarantee)

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Purchaser to insert its name and address]*

**IFB No.:** *[Purchaser to insert reference number for the Invitation for Bids]*

**Alternative No.:** *[Insert identification No if this is a Bid for an alternative]*

**Date:** *[Insert date of issue]*

**BID GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to





Section IV Bidding Forms

the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

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*[Signature(s)]*



## **Manufacturer's Authorization**

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: ERL-G-ICB-001-2015

To: *[insert complete name of Purchaser]*

### WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*



## **Section V. Eligible Countries**

### **Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement**

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: None

Under ITB 4.7(b) and 5.1: None



## Section VI. Bank Policy - Corrupt and Fraudulent Practices

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.

### **“Fraud and Corruption:**

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.<sup>2</sup> In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>3</sup>
  - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>4</sup>
  - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>5</sup>
  - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<sup>6</sup>
  - (v) “obstructive practice” is:
    - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to

<sup>2</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>3</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>4</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>5</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

<sup>6</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

## Section VI Bank Policy-Corrupt and Fraudulent Practices

investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,<sup>7</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>8</sup>;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

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<sup>7</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>8</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.



## **PART 2 – Supply Requirements**

## **Section VII. Schedule of Requirements**

### **Contents**

<b>1. List of Goods and Delivery Schedule .....</b>	<b>56</b>
<b>2. List of Related Services and Completion Schedule.....</b>	<b>57</b>
<b>3. Technical Specifications .....</b>	<b>58</b>
<b>4. Drawings and documents .....</b>	<b>59</b>
<b>5. Inspections and Tests.....</b>	<b>61</b>



Section VII Schedule of Requirements

**1. List of Goods and Delivery Schedule**

Line Item N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date [Weeks]	Latest Delivery Date [Weeks]	Bidder's offered Delivery date [to be provided by the bidder]
1.	Mobile substation 20(10)/0,42 kV	1	pc	Sombor	0	32	
2.	Mobile substation 20(10)/0,42 kV	1	pc	Pančevo	0	32	
3.	Mobile substation 20(10)/0,42 kV	2	pc	Beograd	0	32	
4.	Mobile substation 20(10)/0,42 kV	1	pc	Sevojno	0	32	
5.	Mobile substation 20(10)/0,42 kV	1	pc	Lazarevac	0	32	
6.	Mobile substation 20(10)/0,42 kV	1	pc	Niš	0	32	
7.	Mobile substation 20(10)/0,42 kV	1	pc	Zaječar	0	32	
8.	Mobile substation 20(10)/0,42 kV	2	pc	Kragujevac	0	32	

Section VII Schedule of Requirements

**2. List of Related Services and Completion Schedule**

Service	Description of Service	Quantity <sup>1</sup>	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1.	<i>Training of 20 staff for operation and installation of mobile substations in Belgrade</i>	2	<i>Day</i>	<i>As described in VOLUME II</i>	<i>One week after delivery the MISS to Belgrade. The first delivered MISS should be in Belgrade.</i>

1. If applicable

*HY*

### 3. Technical Specifications

*"Summary of Technical Specifications. The Goods and Related Services shall comply with following Technical Specifications and Standards:*

<i>Item No</i>	<i>Name of Goods or Related Service</i>	<i>Technical Specifications and Standards</i>
1.	<i>Mobile substations 20(10)/0.42 kV</i>	<i>Volume II</i>
2.	<i>Training of staff for operation and installation of mobile substations.</i>	<i>Volume II</i>

**All equipment shall be new, unused, and of the most recent and current models, shall incorporate all recent improvements in design and material.**

## 4. Drawings and documents

These Bidding Documents includes *the following List of drawings.*

<b>List of Drawings</b>		
<b>Drawing Nr.</b>	<b>Drawing Name</b>	<b>Purpose</b>
1.	Ring Main Unit (RMU)	Outline drawings showing the overall dimensions of the Ring Main Unit, its components and terminals;
2.	Low voltage switchgear	Outline drawings showing the overall dimensions, components and terminals for the equipment installed in low voltage switchyard;
3.	Transformer	Outline drawings showing the overall dimensions, mass, components and terminals of the transformer;
4.	Trailer	Outline drawings showing the overall dimensions, mass, components of the trailer;
5.	Entire MSS	Single line diagrams of mobile substation and outline drawings showing the overall dimensions and disposition (layout) of the entire MSS including top view and side view.

### List of Documents

The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement:

- Filled Technical Data Schedules (Volume II);
- List of type test certificates for Ring Main Unit (RMU), giving details on kind of tests and date of tests. Type test certificates must be issued from the accredited testing laboratory in accordance with SRPS/IEC standards;
- Descriptive catalogues, reference list and literature on the proposed type of Ring Main Unit (RMU);
- Quality control certificates for Ring Main Unit (RMU) in accordance with ISO 9001;
- List of type test certificates for equipment installed in low voltage switchyard, giving details on kind of tests and date of tests. Type test certificates must be issued from the accredited testing laboratory in accordance with SRPS/IEC standards;

## Section VII Schedule of Requirements

- Descriptive catalogues, reference list and literature on the proposed type of equipment installed in low voltage switchyard;
- Quality control certificates for low voltage switchgear in accordance with ISO 9001;
- List of type test certificates for the transformer, giving details on kind of tests and date of tests. Type test certificates must be issued from the accredited testing laboratory in accordance with SRPS/IEC standards. Type test certificates for transformer 20/0,4 kV, 10/0,4 kV or 20(10)/0,4 kV of rated power 630 kVA are acceptable;
- Descriptive catalogues, reference list and literature on the proposed type of the transformer;
- Quality control certificates for transformer in accordance with ISO 9001;
- Reference list of delivered trailers;
- Quality control certificates for trailer in accordance with ISO 9001.

Note: Proposal protocols on Factory acceptance test (FAT) are not part of the documentary evidence in the Bidding process, however chosen Bidder must submit those protocols minimum 15 days prior to the FAT. Proposal protocols on Site acceptance test (SAT) must be also submitted 15 days prior to the first delivery of mobile substations.

Note: All above mentioned certificates, catalogues, literature must be submitted in English language.

### The following additional requirements:

The following documentation prepared according to the General Technical Requirements described in Technical Specification, shall be submitted with the Mobile Substations (the chosen Supplier submits the following documentation with every Mobile substation when delivering it):

- Prior to start of manufacture of MSS the detailed disposition and wiring diagrams must be submitted to the Purchaser for approval;
- Project technical documentation of MSS which comprises of mechanical and electrical part with technical inspection (revision);
- Assurance on functional and voltage testing of MSS after delivery to the Purchaser (on location of the Purchaser, Republic of Serbia);
- Maintenance, operating and installation manual for MSS (Ring Main Unit, Low voltage switchgear, transformer) – must be delivered in Serbian language;
- All necessary documentation for the trailer's registration in the Republic of Serbia. If it is new type of trailer in the Serbian market, homologation must be done. The relevant institution which issues the homologation documentation is Agency for traffic security of the Republic of Serbia;
- Certificates on routine (single) test for each transformer, RMU and equipment installed in low voltage switchyard;

Note: Main measures, look of the equipment, type and disposition of equipment cannot be changed without the permission of the Purchaser.

## **5. Inspections and Tests**

The following inspections and tests shall be performed:

### **1. Factory acceptance test (FAT)**

Prior to delivery of mobile substations (MSS), Supplier shall perform the FAT at his facilities after which the Certificate on FAT will be signed by authorized representatives of Supplier and authorized representatives of Purchaser. The FAT is divided in two parts:

- Routine (factory) tests on power transformer in accordance with SRPS/IEC standards.
- Voltage tests and functionality testing of entire MSS (including the trailer) for both positions of the voltage switch: 10 kV and 20 kV;

The FAT will be organized for each mobile substation.

Prior to the FAT all certificates from routine (factory) tests will be submitted, including certificates for RMU, transformers and for all equipment installed in low voltage switchyard in accordance with SRPS/IEC standards.

### **2. Site acceptance test (SAT)**

After delivery of MSS, in the Purchaser facilities, the site acceptance test will be conducted. The SAT includes:

- Visual inspection and functionality testing of entire MSS is predicted to be done for each delivered mobile substation;
- Connection of the MSS to the distribution grid and on load operation is predicted to be done only for one mobile substation delivered to Belgrade.

After the SAT, Certificate on SAT will be signed by authorized representatives of Supplier and authorized representatives of Purchaser.

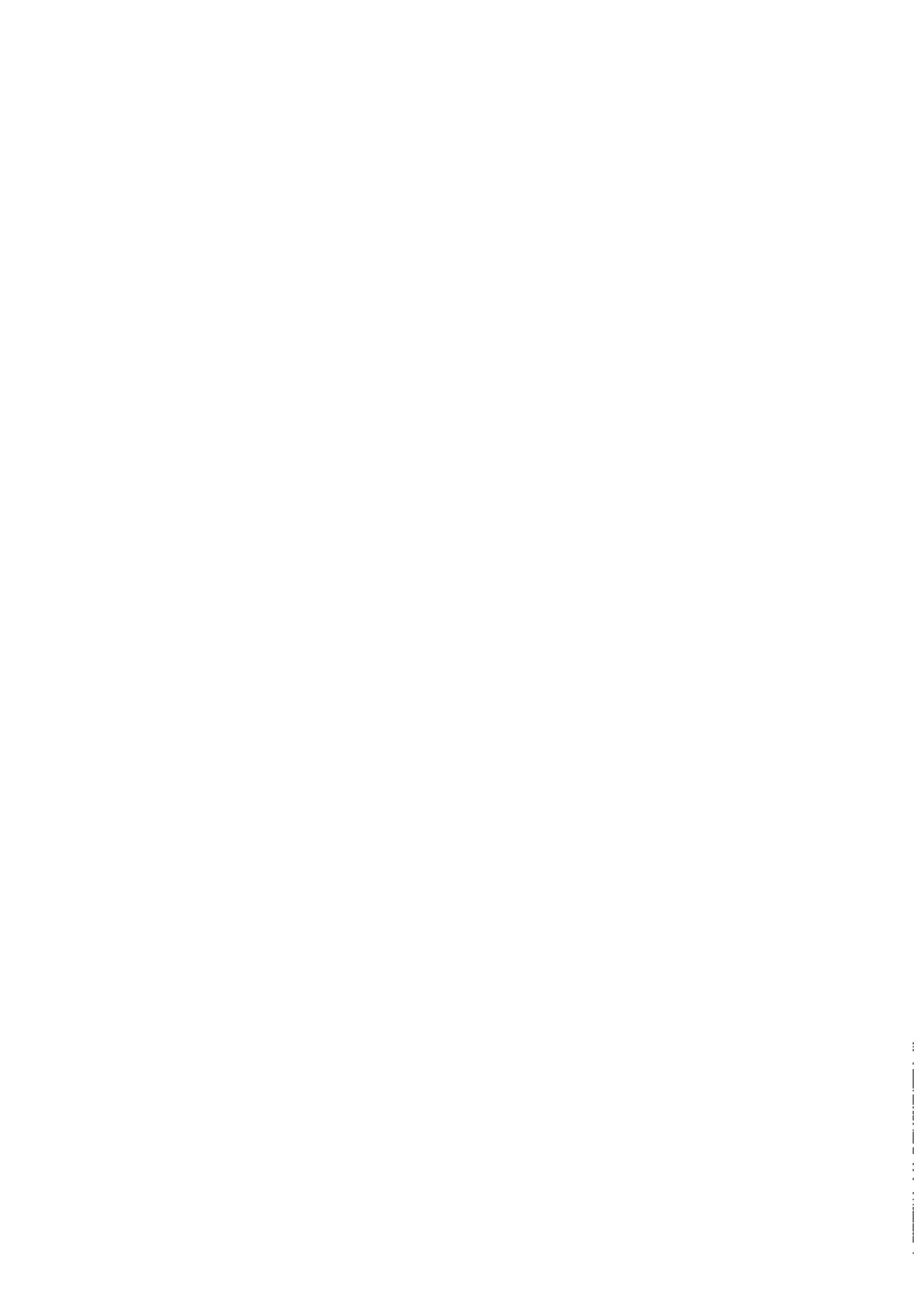
### **3. Certificate on completion (COC)**

As soon as all MSS were delivered to the Purchaser Facilities and after issued SAT for the last MSS, the authorized representatives of the Supplier and Purchaser, will issue a Certificate on completion stating that all contracted obligations have been fulfilled on the date of completion.

Note: Proposal protocols on Factory acceptance test (FAT) are not part of the documentary evidence in the Bidding process, however chosen Bidder must submit those protocols minimum 15 days prior to the FAT. Proposal protocols on Site acceptance test (SAT) must be also submitted 15 days prior to the first delivery of mobile substation.

## **PART 3 – Contract**







## **Section VIII. General Conditions of Contract**

### **Table of Clauses**

<b>1. Definitions.....</b>	<b>65</b>
<b>2. Contract Documents .....</b>	<b>66</b>
<b>3. Corrupt and Fraudulent Practices .....</b>	<b>66</b>
<b>4. Interpretation .....</b>	<b>66</b>
<b>5. Language.....</b>	<b>67</b>
<b>6. Joint Venture, Consortium or Association .....</b>	<b>67</b>
<b>7. Eligibility.....</b>	<b>67</b>
<b>8. Notices .....</b>	<b>68</b>
<b>9. Governing Law.....</b>	<b>68</b>
<b>10 Settlement of Disputes .....</b>	<b>68</b>
<b>11. Inspections and Audit by the Bank .....</b>	<b>69</b>
<b>12. Scope of Supply .....</b>	<b>69</b>
<b>13. Delivery and Documents.....</b>	<b>69</b>
<b>14. Supplier's Responsibilities .....</b>	<b>69</b>
<b>15 Contract Price .....</b>	<b>69</b>
<b>16. Terms of Payment .....</b>	<b>69</b>
<b>17. Taxes and Duties .....</b>	<b>70</b>
<b>18. Performance Security .....</b>	<b>70</b>
<b>19. Copyright.....</b>	<b>71</b>
<b>20. Confidential Information .....</b>	<b>71</b>
<b>21. Subcontracting .....</b>	<b>72</b>
<b>22. Specifications and Standards.....</b>	<b>72</b>

Section VIII General Conditions of Contract

<b>23. Packing and Documents .....</b>	<b>72</b>
<b>24. Insurance .....</b>	<b>73</b>
<b>25. Transportation and Incidental Services.....</b>	<b>73</b>
<b>26. Inspections and Tests.....</b>	<b>73</b>
<b>27. Liquidated Damages .....</b>	<b>75</b>
<b>28. Warranty .....</b>	<b>75</b>
<b>29. Patent Indemnity.....</b>	<b>75</b>
<b>30. Limitation of Liability .....</b>	<b>77</b>
<b>31. Change in Laws and Regulations .....</b>	<b>77</b>
<b>32. Force Majeure .....</b>	<b>77</b>
<b>33. Change Orders and Contract Amendments.....</b>	<b>78</b>
<b>34. Extensions of Time.....</b>	<b>78</b>
<b>35. Termination .....</b>	<b>79</b>
<b>36. Assignment.....</b>	<b>80</b>
<b>37. Export Restriction.....</b>	<b>80</b>



## Section VIII General Conditions of Contract

### **1. Definitions**

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) "Day" means calendar day.
- (f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) "GCC" means the General Conditions of Contract.
- (h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).
- (j) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (l) "SCC" means the Special Conditions of Contract.
- (m) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

Section VIII General Conditions of Contract

- (n) "Supplier" means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
  - (o) "The Project Site," where applicable, means the place named in the SCC.
- 2. **Contract Documents**
  - 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 3. **Corrupt and Fraudulent Practices**
  - 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.
  - 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
- 4. **Interpretation**
  - 4.1 If the context so requires it, singular means plural and vice versa.
  - 4.2 Incoterms
    - (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
    - (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.
  - 4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
  - 4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract,

## Section VIII General Conditions of Contract

and is signed by a duly authorized representative of each party thereto.

### 4.5 No waiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

### 4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

## **5. Language**

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

## **6. Joint Venture, Consortium or Association**

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

## **7. Eligibility**

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in

Section VIII General Conditions of Contract

conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

**8. Notices**

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**9. Governing Law**

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's Country, unless otherwise specified in the SCC.

9.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Purchaser's country when

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

9.2 (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

**10 Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration



## Section VIII General Conditions of Contract

proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) the Purchaser shall pay the Supplier any monies due the Supplier.

**11. Inspections and Audit by the Bank** 11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)

**12. Scope of Supply** 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

**13. Delivery and Documents** 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

**14. Supplier's Responsibilities** 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

**15 Contract Price** 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

**16. Terms of** 16.1 The Contract Price, including any Advance Payments, if

Section VIII General Conditions of Contract

**Payment**

applicable, shall be paid as specified in the SCC.

- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

**17. Taxes and Duties**

- 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

**18. Performance Security**

- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required,



## Section VIII General Conditions of Contract

shall be denominated in the currency (ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

### **19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

### **20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously

## Section VIII General Conditions of Contract

obtained, directly or indirectly, from the other party; or

- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

### **21. Subcontracting**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

### **22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

### **23. Packing and Documents**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing

Section VIII General Conditions of Contract

case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

**25. Transportation and Incidental Services**

25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.

## Section VIII General Conditions of Contract

- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the

## Section VIII General Conditions of Contract

Contract.

### **27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

### **28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

### **29. Patent**

29.1 The Supplier shall, subject to the Purchaser's compliance with

## Section VIII General Conditions of Contract

### **Indemnity**

GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract

Section VIII General Conditions of Contract

arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**30 Limitation of Liability**

- 30.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
  - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

**31. Change in Laws and Regulations**

- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

Section VIII General Conditions of Contract

- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 33. Change Orders and Contract Amendments**
- 33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - (b) the method of shipment or packing;
  - (c) the place of delivery; and
  - (d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 34. Extensions of Time**
- 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by



## Section VIII General Conditions of Contract

amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

### **35. Termination**

#### 35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### 35.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

#### 35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time

Section VIII General Conditions of Contract

for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

**36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**37. Export  
Restriction**

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

## **APPENDIX TO GENERAL CONDITIONS**

### **Bank's Policy- Corrupt and Fraudulent Practices**

*(text in this Appendix shall not be modified)*

**Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:**

**"Fraud and Corruption:**

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.<sup>9</sup> In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>10</sup>
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>11</sup>
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>12</sup>
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<sup>13</sup>
- (v) "obstructive practice" is:
  - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to

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<sup>9</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>10</sup> For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>11</sup> For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

<sup>12</sup> For the purpose of this sub-paragraph, "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

<sup>13</sup> For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

## Section VIII General Conditions of Contract

investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,<sup>14</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>15</sup>;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

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<sup>14</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>15</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

## Section IX. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>GCC 1.1(i)</b>	The Purchaser's country is: <i>Republic of Serbia</i>
<b>GCC 1.1(j)</b>	The Purchaser is: <i>Public Enterprise Electric Power Industry of Serbia, Belgrade(JP EPS)</i>  The End Beneficiary is: <i>Operator Distributivnog Sistema „EPS Distribucija“ d.o.o. Masarikova 1-3, Beograd</i>
<b>GCC 1.1 (o)</b>	The Project Site(s)/Final Destination(s) is/are:  <i>Warehouses of the Operator Distributivnog Sistema „EPS Distribucija“ d.o.o. Masarikova 1-3, Beograd in Serbia:</i>  <i>Ogranak ED „Sombor“,Apatinski put bb, 25000 Sombor, Serbia-one(1) substation.</i>  <i>- Ogranak ED „Pančevo“, Miloša Obrenovića 6, 26000 Pančevo, Serbia-one (1) substation.</i>  <i>-ODS EPS distribucija,-Pogon održavanja 1, Milana Toplice bb, 11000 Beograd, Serbia-two (2) substations.</i>  <i>-Ogranak ED „Užice“,Dragačevska bb, 31205 Sevojno, Serbia-one (1) substation.</i>  <i>-Ogranak ED „Lazarevac“, Janka Stajčića 2, 11550 Lazarevac, Serbia-one (1) substation.</i>  <i>- Ogranak ED „Nis“Bulevar dr Zorana Đinđića 46a, 18000 Niš, Serbia-one (1) substation.</i>  <i>-Ogranak ED „Zaječar“, Nušićeva bb, 19000 Zaječar, Serbia-one (1) substation</i>  <i>- Ogranak ED „Elektrosumadija“, Ulica Slobode 7, 34000 Kragujevac, Serbia-two (2) substations.</i>
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by Incoterms.
<b>GCC 4.2 (b)</b>	The version edition of Incoterms shall be <b>2010</b> .
<b>GCC 5.1</b>	The language shall be: English

Section IX Special Conditions of Contract

<b>GCC 8.1</b>	For <b>notices</b> , the Purchaser's address shall be:  Attention: <i>Mr, Nikola Rakić</i> Street Address: <i>Masarikova 1-3</i> Floor/ Room number: <i>IV/401 (ПИСАРНИЦА)</i> City: Belgrade ZIP/Postal Code: 11000 Country: Republic of Serbia Telephone: +381 11 20 24 882 Electronic mail address: nikola.rakic@eps.rs
<b>GCC 9.1</b>	The governing law shall be the law of: <i>Republic of Serbia.</i>
<b>GCC 10.2</b>	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:  <i>"Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 10.2(b) shall be retained in the case of a Contract with a national of the Purchaser's country."</i>  <i>(a) Contract with foreign Supplier:</i>  GCC 10.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.  The language of Arbitration shall be English.  <i>(b) Contracts with Supplier national of the Purchaser's country:</i>  In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.
<b>GCC 13.1</b>	<b>Details of Shipping and other Documents to be furnishing by Supplier</b> <b>The Supplier undertakes:</b>  For deliveries from outside the Purchaser's country: the deliveries shall be effected at CIP -The Project Sites/Final Destinations, and unloaded at Site.  At least one week prior to the dispatch, the Supplier shall furnish both to the Purchaser and the End Beneficiary a detailed notice on delivery and shipping documents with the contents of delivery, including the contract number, description of goods, quantity; number and date of the standard



Section IX Special Conditions of Contract

	<p>transport document (railway consignment note or waybills for the road transport, bills of lading or multimode transport document); date of shipment; expected arrival date; place of loading and unloading, if necessary.</p> <p>The Supplier shall provide the following documents that accompany each delivery:</p> <ul style="list-style-type: none"><li>a. An invoice showing the description of equipment, quantities, unit price and total amounts for the value of effected deliveries of equipment and services, less a proportional amount of advance payment received and final payment according to COC (Certificate on completion), in compliance with the Contract, verified by the End Beneficiary (1 original + 4 copies).</li><li>b. For Ship transport - Bill of Lading, for truck transport – CMR, for railway transport – CIM, or confirmation when forwarding by express carrier – Carrier Waybill;</li><li>c. Certificate of origin of the goods;</li><li>d. Packing list;</li><li>e. Guarantee Certificate of the Manufacturer/Supplier (factory attests);</li><li>f. Insurance Policy</li></ul> <p>The Supplier shall furnish to the Purchaser and the End Beneficiary the copy of the above listed documents at least 7 (seven days) hours <i>before arrival</i> of the Goods to the place of destination. The Supplier shall bear all costs which may arise due to his failure to furnish the copy of the above documents within the stipulated time.</p> <p>If the Supplier fails to comply with the above the Supplier shall bear the responsibility for delay in customs clearance.</p> <p><b>For deliveries from within the Purchaser's country:</b></p> <p>The equipment shall be delivered at the Project site of the End Beneficiary from item 1.1 SCC, unloaded. At least one week prior to the dispatch of the equipment, the Supplier shall send information and other documents to the Purchaser and the End Beneficiary relating to delivery but not later than 7 (seven days) hours before the arrival of the equipment to the project site:</p> <ul style="list-style-type: none"><li>a) An invoice showing the description of equipment, quantities, unit price and total amounts for the value of effected deliveries of equipment and services, less a proportional amount of advance payment received and final payment according to COC (Certificate on completion) , in compliance with the Contract, verified by the End Beneficiary (1 original + 4 copies).</li><li>b) Certificate of origin of the goods;</li><li>c) Packing list;</li><li>d) Shipping documents (way bill, delivery note), in accordance with this Contract – 1 copy.</li></ul>
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Section IX Special Conditions of Contract

	<p>e) Guarantee Certificate of the Manufacturer/Supplier (factory attests);  f) Insurance policy (one original and one copy)  g) If the Supplier fails to fulfil the above obligation, the Supplier shall assume responsibility for any delays and any costs which may arise therefore shall be borne by the Supplier.</p>
<p><b>GCC 15.1</b></p>	<p>The prices charged for the Goods supplied and the related Services performed <b>shall not</b> be adjustable.</p>
<p><b>GCC 16.1</b></p>	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods and Services supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in _____ in the following manner:</p> <p>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of correct Advance payment Invoice and a bank Advance payment guarantee for equivalent amount valid until the Goods and Services are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.</p> <p>(ii) <b>On delivery and inspection:</b> Eighty (80) percent of the Contract Price of the Goods and Services received shall be paid within thirty (30) days after receipt of correct Invoice, in three (3) originals supported by relevant the Certificate of Site Acceptance Test for respective deliveries and/or Acceptance Certificate of the Training, signed by authorized representatives of the Purchaser and Supplier.(iii) <b>On Final Acceptance:</b> Ten (10) percent of the Contract Price of Goods and Services received shall be paid within thirty (30) days of receipt of the Goods and Services upon submission of claim supported by the Certificate on completion signed authorized representatives of the Purchaser and Supplier.</p> <p>Payment of local currency portion shall be made in RSD of within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed in the manner stated above.</p>



Section IX Special Conditions of Contract

	<p><b>Payment for Goods and Services supplied from within the Purchaser's country:</b></p> <p>Payment for Goods and Services supplied from within the Purchaser's country shall be made in RSD as follows:</p> <p>(i) <b>Advance Payment:</b> Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim correct Advance payment Invoice and a bank Advance payment guarantee for the equivalent amount valid until the Goods and Services are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.</p> <p>(ii) <b>On delivery and inspection:</b> Eighty (80) percent of the Contract Price of the Goods and Services received shall be paid within thirty (30) days after receipt of correct Invoice, in three (3) originals supported by relevant the Certificate of Site Acceptance Test for respective deliveries and/or Acceptance Certificate of the Training, signed by authorized representatives of the Purchaser and Supplier.</p> <p>(iii) <b>On Final Acceptance:</b> Ten (10) percent of the Contract Price of Goods and Services received shall be paid within thirty (30) days of receipt of the Goods and Services upon submission of claim supported by the Certificate on completion signed authorized representatives of the Purchaser and Supplier.</p>
GCC 16.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be <u>30</u> days.</p> <p>The interest rate that shall be applied is 3% <u>per year</u></p>
GCC 18.1	<p>A Performance Security <u>shall be required.</u></p> <p><i>Performance Security shall be: <u>10</u> percent of the Contract Price.</i></p>
GCC 18.3	<p>If required, the Performance Security shall be in the form of: <u>a Demand Guarantee.</u></p>
GCC 18.4	<p>Discharge of the Performance Security shall take place: <u>as indicated in sub clause GCC 18.4</u></p>

Section IX Special Conditions of Contract

<b>GCC 23.2</b>	<p>The packing, marking and documentation within and outside the packages shall be:</p> <p>The Goods shall be packed in such way to ensure safe transportation, handling and storing in accordance with climate conditions prevailing in the Purchaser's country.</p> <p>The marking within and outside the packages shall be:</p> <ul style="list-style-type: none"><li>- number of contract;</li><li>- Purchaser's code (if any)</li><li>- subject number</li><li>- serial number</li><li>- name of manufacturer of Goods;</li><li>- date of production of Goods;</li><li>- gross and net weight;</li><li>- place of delivery;</li><li>- name of recipient.</li></ul>
<b>GCC 24.1</b>	The insurance coverage shall be as specified in the Incoterms 2010.
<b>GCC 25.1</b>	Responsibility for transportation of the Goods shall be as specified in the Incoterms 2010.
<b>GCC 25.2</b>	Incidental services to be provided are: N/A

<p><b>GCC 26.1</b></p>	<p>The inspections and tests shall be: <u>according to Section VII – Schedule of Requirement, Inspections and Tests as follows:</u></p> <p><b>1. Factory acceptance test (FAT)</b></p> <p>Prior to delivery of mobile substations (MSS), Supplier shall perform the FAT at his facilities after which the Certificate on FAT will be signed by authorized representatives of Supplier and authorized representatives of Purchaser. The FAT is divided in two parts:</p> <ul style="list-style-type: none"><li>• Routine (factory) tests on power transformer in accordance with SRPS/IEC standards.</li><li>• Voltage tests and functionality testing of entire MSS (including the trailer) for both positions of the voltage switch: 10 kV and 20 kV;</li></ul> <p>The FAT will be organized for each mobile substation.</p> <p>Prior to the FAT all certificates from routine (factory) tests will be submitted, including certificates for RMU, transformers and for all equipment installed in low voltage switchyard in accordance with SRPS/IEC standards.</p> <p><b>2. Site acceptance test (SAT)</b></p> <p>After delivery of MSS, in the Purchaser facilities, the site acceptance test will be conducted. The SAT includes:</p> <ul style="list-style-type: none"><li>• Visual inspection and functionality testing of entire MSS is predicted to be done for each delivered mobile substation;</li><li>• Connection of the MSS to the distribution grid and on load operation is predicted to be done only for one mobile substation delivered to Belgrade.</li></ul> <p>After the SAT, Certificate on SAT will be signed by authorized representatives of Supplier and authorized representatives of Purchaser.</p> <p><b>3. Certificate on completion (COC)</b></p> <p>As soon as all MSS were delivered to the Purchaser Facilities and after issued SAT for the last MSS, the authorized representatives of the Supplier and Purchaser, will issue a Certificate on completion stating that all contracted obligations have been fulfilled on the date of completion.</p> <p>Note: Proposal protocols on Factory acceptance test (FAT) are not part of the documentary evidence in the Bidding process, however chosen Bidder must submit those protocols minimum 15 days prior to the FAT. Proposal protocols on Site acceptance test (SAT) must be also submitted 15 days prior to the first delivery of mobile substations.</p>
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Section IX Special Conditions of Contract

<b>GCC 26.2</b>	The Inspections and tests shall be conducted at: <u>according to Section VII – Schedule of Requirement, Inspections and Tests.</u>
<b>GCC 27.1</b>	The liquidated damage shall be: <b>0.2%</b> per week
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be: <b>10%</b>
<b>GCC 28.3</b>	<p>The period of validity of the Warranty shall be: 2 years</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be:</p> <p><i>Warehouses of the Operator Distributivnog Sistema „EPS Distribucija“ d.o.o. Masarikova 1-3, Beograd in Serbia:</i></p> <p><i>Ogranak ED „Sombor“, Apatinski put bb, 25000 Sombor, Serbia-one (1) substation.</i></p> <p><i>- Ogranak ED „Pančevo“, Miloša Obrenovića 6, 26000 Pančevo, Serbia-one (1) substation.</i></p> <p><i>- ODS EPS distribucija, -Pogon održavanja 1, Milana Toplice bb, 11000 Beograd, Serbia-two (2) substations.</i></p> <p><i>- Ogranak ED „Užice“, Dragačevska bb, 31205 Sevojno, Serbia-one (1) substation.</i></p> <p><i>- Ogranak ED “Lazarevac”, Janka Stajčića 2, 11550 Lazarevac, Serbia-one (1) substation.</i></p> <p><i>- Ogranak ED “Nis” Bulevar dr Zorana Đinđića 46a, 18000 Niš, Serbia-one (1) substation.</i></p> <p><i>- Ogranak ED „Zaječar“, Nušićeva bb, 19000 Zaječar, Serbia-one (1) substation</i></p> <p><i>- Ogranak ED “Elektrosunadija”, Ulica Slobode 7, 34000 Kragujevac, Serbia-two (2) substations.</i></p>
<b>GCC 28.5</b>	The period for repair or replacement shall be: <b>30 days.</b>

## **Section X. Contract Forms**

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

### **Table of Forms**

<b>Letter of Acceptance .....</b>	<b>92</b>
<b>Contract Agreement .....</b>	<b>93</b>
<b>Performance Security .....</b>	<b>95</b>
<b>Advance Payment Security .....</b>	<b>97</b>

## Letter of Acceptance

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: *Notification of Award Contract No. ....*

This is to notify you that your Bid dated . . . . *[insert date]* . . . . for execution of the . . . . .  
. . . . *[insert name of the contract and identification number, as given in the SCC]* . . . . .  
. . . . for the Accepted Contract Amount of . . . . . *[insert amount in numbers and words  
and name of currency]*, as corrected and modified in accordance with the Instructions to  
Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with  
the Conditions of Contract, using for that purpose the of the Performance Security Form  
included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**

## Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS AGREEMENT made

the *[ insert: number ]* day of *[ insert: month ]*, *[ insert: year ]*.

BETWEEN

- 1) Javno preduzeće „Elektroprivreda Srbije“, Beograd, incorporated under the laws of Republic of Serbia and having its principal place of business at Carice Milice 2, 11000 Beograd registered with the Serbian Business Registers Agency, corporate number 20053658, TIN 103920327, herein represented by Aleksandar Obradovic in his capacity of General Manager (hereinafter referred to as the "EPS"/ or Purchaser), and Operator Distributivnog Sistema EPS Distribucija d.o.o. Beograd (hereinafter referred to as the " EPS Distribucija d.o.o. " / or End Beneficiary) incorporated under the laws of Republic of Serbia and having its principal place of business at Masarikova 1-3, 11000 Beograd registered with the Serbian Business Registers Agency, corporate number 07005466, TIN 100001378, herein represented by Bogdan Laban, of the one part, and
- 2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier"), of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
  - (a) the Letter of Acceptance
  - (b) the Letter of Bid
  - (c) the Addenda Nos. \_\_\_\_\_ (if any)
  - (d) Special Conditions of Contract
  - (e) General Conditions of Contract
  - (f) the Specification (including Schedule of Requirements and Technical Specifications)

Section X Contract Forms

- (g) the completed Schedules (including Price Schedules)
- (h) any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price \_\_\_\_\_

or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*  
in the capacity of *[insert title or other appropriate designation]*  
in the presence of *[insert identification of official witness]*

For and on behalf of the End Beneficiary

Signed: *[insert signature]*  
in the capacity of *[insert title or other appropriate designation]*  
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*  
in the capacity of *[insert title or other appropriate designation]*  
in the presence of *[insert identification of official witness]*



## Performance Security

### (Bank Guarantee)

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Purchaser]*

**Date:** *\_ [Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *\_ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *\_ [insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of

*[insert amount in figures]*

0

*[insert amount in words],<sup>1</sup>*

such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall be valid twenty-four (24) months longer from the date of Certificate on completion plus twenty-eight (28) days, or on the *[insert day]* day of *[insert month]*, *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

<sup>1</sup> *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency\_(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

Section X Contract Forms

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*

*Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

## Advance Payment Security

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Insert name and Address of Purchaser]*

**Date:** *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of

*[insert amount in figures]*

()

*[insert amount in words]*<sup>1</sup>

upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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<sup>1</sup> *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser*

Section X Contract Forms

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in presented photocopies of relevant invoice approved by Beneficiary.

This guarantee shall be valid thirty (30) days longer from the date of Certificate on completion, or on the *[insert day]* day of *[insert month]*, *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

---

*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

## Invitation for Bids

ICB No.: ERL-G-ICB-001-2015

Republic of Serbia

Project: Floods Emergency Recovery Project

Purchaser: Public Enterprise Electric Power Industry of Serbia, Belgrade (EPS)

Loan No: P152018

Contract Title: Purchasing of Mobile substations (10(20)/0.42 kV) for distribution network with related services

Reference No.: ERL-G-ICB-001-2015

1. The Republic of Serbia as Borrower, Public Enterprise Electric Power Industry of Serbia, Belgrade (EPS) as Beneficiary and Operator Distributivnog Sistema „EPS Distribucija“ d.o.o. Masarikova 1-3, Beograd (Distribution System Operator “EPS Distribucija”) branches and regional centers Distribution Companies and their subsidiaries in Serbia as Recipient-End Beneficiary, has received financing from the World Bank toward the cost of the Floods Emergency Recovery Project, and intends to apply part of the proceeds toward payments under the contract: “Purchasing of Mobile substations (10(20)/0.42 kV) for distribution network with related services for distribution network”.

2. The Public Enterprise Electric Power Industry of Serbia, Belgrade (EPS) now invites sealed bids from eligible bidders for:

- Delivery of 10 Mobile substations (10(20)/0.42 kV) for distribution network with related services
- Latest delivery period: 32 weeks after Contract came on force
- Delivery destinations: Beograd, Pančevo, Sombor, Kragujevac, Niš, Zaječar, Lazarevac and Užice
- Warranty period shall be 24 months from date of Certificate on completion.
- Preferences: The Bidder shall submit the reference list for successfully completed delivery during the last five (5) years of at least 10 mobile substations, operating faultlessly.

3. Bidding will be conducted through the International Competitive Bidding procedures as specified in the World Bank’s *Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers* edition January 2011, Revised July 2014 (“Procurement Guidelines”), and is open to all eligible bidders as defined in the Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 setting forth the World Bank’s policy on conflict of interest.

4. Interested eligible bidders may obtain further information from:

The Electric Power Industry of Serbia, Belgrade (EPS)

Mr. Nikola Rakić, Procurement Expert

Address: Masarikova 1-3

Floor/ Room number: IV /401

City: Belgrade, ZIP Code: 11000

Country: Republic of Serbia

Telephone: +381 11 20 24 882



Electronic mail address: [nikola.rakic@eps.rs](mailto:nikola.rakic@eps.rs)  
during office hours 10:00 to 14:00 hour .

5. A complete set of bidding documents in English may be purchased by interested eligible bidders upon the submission of a written application to the address above and upon payment of a nonrefundable fee.

*Foreign bidders shall pay a non-refundable fee of EURO 100 to the Account of JP Elektroprivreda Srbije, 11000 Belgrade, Carice Milice 2:*

**Account with institution: BANCA INTESA AD BEOGRAD**  
**SWIFT: DBDBRSBG**  
**MILENTIJA POPOVIĆA 7B BEOGRAD, REPUBLIKA SRBIJA**  
**IBAN: RS35160005030000152939, JP ELEKTROPRIVREDA SRBIJE P BEOGRAD.**  
*stating: Payment for purchase of Tender Documents:*  
*Purchasing of 10 Mobile transformer substations 20(10)/0,42kV*

*Local bidders shall pay a non-refundable fee of RSD 12.000 to the account of PE Elektroprivreda Srbije, 11000 Belgrade, Balkanska 13, Account No. 160-700-13 with BANCA INTESA BEOGRAD,*

*stating: Payment for purchase of tender documents: Purchasing of 10 Mobile transformer substations 20(10)/0,42kV*

*Any bank charges and fees shall be paid by the bidders.*

*The bidding documents will be sent by airmail for overseas delivery and surface mail or courier for local delivery.*

6. Bids must be delivered to the address below on or before **9.02.2016** at **11.00**. Electronic bidding will not be permitted. Late bids will be rejected. Bids will be publicly opened in the presence of the bidders' designated representatives and anyone who choose to attend at the address below.

7. All bids must be accompanied by a "Bid Security" on amount of **12 000 (twelve thousand) EUR**.

8. The address for delivery referred above is:

Javno Preduzeće "Elektroprivreda Srbije"  
Department for Public Procurement and commercial affairs (EPS)  
ПИСАРНИЦА, IV floor, room 411  
Attn: Nikola Rakić, Procurement Expert  
Masarikova 1-3, 11000 Beograd, Serbia  
Tel: +381 112024882  
Web site: [www.eps.rs](http://www.eps.rs)



# **VOLUME II**

## **Supply requirements**

**I-Technical Specification**

**II-Technical Data Schedule**

**III-Related Services**

**IV- Health&safety at work and  
environmental protection**

## Contents

I. Technical specification .....	3
1. General characteristics, construction .....	3
1.1. Housing, ambient conditions.....	3
1.2. Connection vehicle-trailer .....	5
2. Medium voltage switchgear.....	8
3. Low voltage switchgear .....	11
3.1 LV drain bay.....	11
3.2 LV Transformer bay .....	11
3.3 Public light bay.....	12
3.4 Self consumption bay.....	13
4. Protection in MSS .....	14
5. Power transformer.....	14
5.1 Basic operating conditions .....	15
5.2 Basic technical characteristics of transformer .....	15
6. Grounding of MSS.....	17
II. Technical Data Schedules .....	20
1. Trailer.....	20
GENERAL.....	20
CONSTRUCTION .....	20
DRUMS WITH 20 kV CABLES.....	21
Grounding .....	21
Portable voltage indicator.....	21
2. Housing (container) of substation.....	22
CONSTRUCTION .....	22
3. Ring Main Unit.....	23
GENERAL.....	23
'Plug-in' connectors for SF <sub>6</sub> switchgear in transformer bay .....	24
Three-position switch in feed-drain bays .....	25
Three-position switch in transformer bay .....	25



FUSE ASSEMBLY FOR PROTECTION OF TRANSFORMER FEEDERS .....	26
Feed-drain bays .....	26
Transformer bay .....	26
4. Low voltage switchgear .....	27
4.1. LV drain bay .....	27
Standards for installed equipment.....	27
Busbars .....	27
Grounding Strap.....	27
Low-voltage three-pole vertical fuse/switch.....	27
Surge arresters .....	28
Electronic semi-indirect metering .....	28
4.2. LV Transformer bay .....	29
Standards for installed equipment.....	29
Low voltage compact circuit breaker .....	29
Busbars.....	29
Grounding Strap.....	30
Current (instrument) transformers .....	30
Three phase control unit .....	30
Emergency stop button .....	30
4.3. Capacitor battery .....	31
General .....	31
Fuses .....	31
4.4. Public light bay .....	31
Standards for installed equipment.....	31
Fuses before meter .....	32
Three-pole contactor .....	32
Cam switch .....	32
Electronic three-phase meter .....	32
Fuses after meter.....	32
4.5. Self-consumption bay .....	33
Single phase wall mount type socket .....	33

Single pole wall mount switch .....	33
5. Power transformer.....	33
General .....	33
Dimensions .....	34
Ratings.....	34
Cables for connection on MV .....	35
Cables for connection on LV.....	35
MV surge arresters.....	36
III. Related Services-Training .....	36

## I. Technical specification

### 1. General characteristics, construction

#### 1.1. Housing, ambient conditions

Mobile substation (MSS) 10(20)/0.4 kV, installed capacity 630 kVA, is in tin housing, manufactured in factory, completely equipped, tested, mounted on connection vehicle (trailer) and has three functional parts:

1. medium voltage switchgear, i.e. middle voltage unit 20 kV (highest operating voltage 24 kV) in RMU (Ring Main Unit) form;
2. low voltage switchgear 0.42 kV (highest operating voltage 1,1 kV);
3. transformer.

Functional parts must be:

- manufactured in factory and tested;
- completely wired and equipped so that they are ready for connection on the grid;
- constructed in accordance with current IEC standards.

On the connection vehicle (trailer) besides the substation there are also embedded drums for medium voltage connection cables.

Mobile substation must be constructed in the form of non-magnetic stainless steel container minimum thickness of 2 mm to ensure maximum protection against corrosion. Degree of mechanical protection and protection against water (ingress protection) of external structures (doors, shutters, housing) must be a minimum of IP 35. Access to MV and LV equipment space, must be enabled by entering inside the mobile substations through doors of adequate dimensions. All the doors open outwards. It is necessary to enable opening of each doors from the inside of mobile substation. Dimensions of the doors, besides the safe entrance and exit from the mobile substation, must secure conditions for bringing in and out all LV, MV equipment and transformer. The doors are made from the same material as mobile substation housing and provided with adequate handrails, cylinder locks, padlocks and bullions for preventing closing of the doors due to wind. Doors for the access to MV and LV equipment are single door, while the doors for the access to transformer space are double doors and sufficient width so that the transformer can be put inside the MSS by forklift. Minimum width of the double doors is equal to the length of the transformer.

It is envisaged to provide access to equipment by entering inside the substation with the usage of folding stairs which are part of the trailer. Minimum width of stairs must be

0,7 m, and maximum width is 1 m, they must contain handrail and must be made in the lattice, non slippery form, so that the retention of water is minimal. Also, upper part of the platform (stand) must be made in lattice, non slippery form. The width of the platform mustn't exceed 1 m, and minimum width must be enough for opening of single door (0,9 m). Protective fence which is opposite the single door must have minimum height of 1,1 m and simply dismantling (lowering) must be enabled due to need of replacement of the equipment inside the MSS. When entering inside the MSS through the single door, on the left side there is MV switchyard, on the right side LV switchgear is positioned, while the transformer is in front. Disposition of whole MSS should be done according to the drawings which are part of this technical specification.

On all outside sides of the mobile substation marine lamps with mechanical protection must be provided. Also, it is necessary to provide marine lamps for lighting the interior, which are activated automatically via industrial micro-switch by opening any door. Outside lamps are switched on by common switch located in the low voltage switchyard. The lamps must secure the minimum brightness of 60 lx.

Housing must provide the necessary stability and needed bearing capacity of the structure. Construction of the mobile substation must be made in the way to bear total weight of the equipment which is installed in there. Inside the substation the safety distances must be provided including those between installed equipment and the roof. The roof of container must withstand load of minimum 250 kg/m<sup>2</sup> and must enable efficient removal of rainwater. Besides securing all of these conditions, it is necessary that the MSS has minimum outer dimensions. Maximum outer dimensions of MSS (without transportation vehicle-trailer) must not exceed the following conditions:

- height: ≤ 2500 mm;
- width: ≤ 2500 mm;
- length: ≤ 2500 mm.

MSS must be completely closed in the way that mechanical protection against damage of the equipment and protection against the intentional contact with live parts are ensured.

All elements of the housing must be galvanically connected. Ventilation openings must be positioned so as to ensure efficient cooling of power transformer and other equipment under ambient conditions. Besides that, ability of forced cooling must be envisaged with the usage of fan which is switched on/off via thermostat. If the shutters are used they should be protected by a network of stainless steel wire  $d=1$  mm, the size of window 5 mm x 5 mm.

The lower part of the container is at the same time space for placing and the passage of cables 20 kV and 0.4 kV through the cable canals designated in the drawing.

On the inside of the door to access the power transformer a wooden red-yellow lath with warning nameplate must be placed. Also, a wooden red-yellow lath with warning nameplate must be placed at the other side of transformer facing the manipulative space (MV and LV switchyard). MV transformer terminals must face the inside of MSS (manipulative space), while LV terminals of the transformer must face the double doors of the transformer space, due to easy replacement of the power transformer. On the outer side of MSS nameplate with internal designation of MSS must be placed. On all doors danger sign „Опасно по живот" must be placed. Inside the MSS, single-pole diagram of MSS, instructions for first aid, instructions for fire fighting, safety 'Golden rules' and nameplate with rated type of grounding including the maximum value of earthing resistance, must be placed.

Basic ambient conditions in which MSS operates are as follows:

- Maximum ambient temperature: +40°C;
- Minimum ambient temperature: -25°C;
- Altitude: ≤1000 m;
- Pollution: moderate (medium);
- Vibrations: because of MSS transport special bolts should be used.

Position of MSS equipment must enable:

- rational use of space;
- good ventilation;
- simple replacement of certain elements and switching units as well as simple handling of switching devices;
- efficient protection of direct contact of live parts;
- efficient noise protection measures.

Ensure that the stainless steel construction elements cannot be dismantled from the outside. (bolts to stand inside). It is necessary that all metal parts of MSS, which in normal operation are not under voltage, as well as all elements of the trailer are effectively connected to represent equipotential surface.

## **1.2. Connection vehicle-trailer**

Container box with complete equipment is attached to the platform of connection vehicle-trailer. At connection vehicle another 3 drums with single core flexible mining (construction) copper 20 kV cable cross-section of 95 mm<sup>2</sup> and a length of 50 m must be placed separately on the side of the trailer toward the hook. Cables must be connected to the RMU on one side over the T-adaptor, and on the other side the appropriate cable ends with clamp for outdoor installation for connection to the

overhead line must be installed. In the connection vehicle there are also accessories (electrodes (rods) (4 pieces) for grounding, length of 2 m,  $\Phi$  2,5", with connectors (shells) for connecting cords, copper conductors in the form of a rope 50 mm<sup>2</sup> for grounding ring long 25 m with the equipment for connection 3 grounding copper ropes of the same cross section (the length of each grounding copper rope is minimum 3 m). Besides that, single-pole, non-stationary (portable), voltage indicator (1 piece) for voltage level up to 35 kV with sound and light voltage presence signalization, must be provided. Connected vehicle must be constructed according to the requirements of MSS (according to the dimensions and weight of the container with MSS and auxiliary equipment) and according to international regulations in that field. Trailer must be equipped with additional equipment (signaling, brakes, parking brake ...). Signaling must be with mechanical protection. Also, it is necessary to provide a spare wheel. In order not to burden the wheels when MSS is in the correct place, it is necessary to incorporate special mounts so that the wheels unload and using the same carrier is required to enable leveling of MSS when it is placed on uneven ground. Static calculation of MSS when standing on mounts has to be done for soil bearing capacity of maximum 1daN/cm<sup>2</sup>. Protection of trailer structures must be done by hot dip galvanizing. Trailer must be equipped with signaling, brake systems and adequate connectors and all other equipment for trailer in accordance with current legislative in that field. Trailer must be equipped with hook. Hooks for lifting the container with MSS in the case of trailer repairing, must be installed.

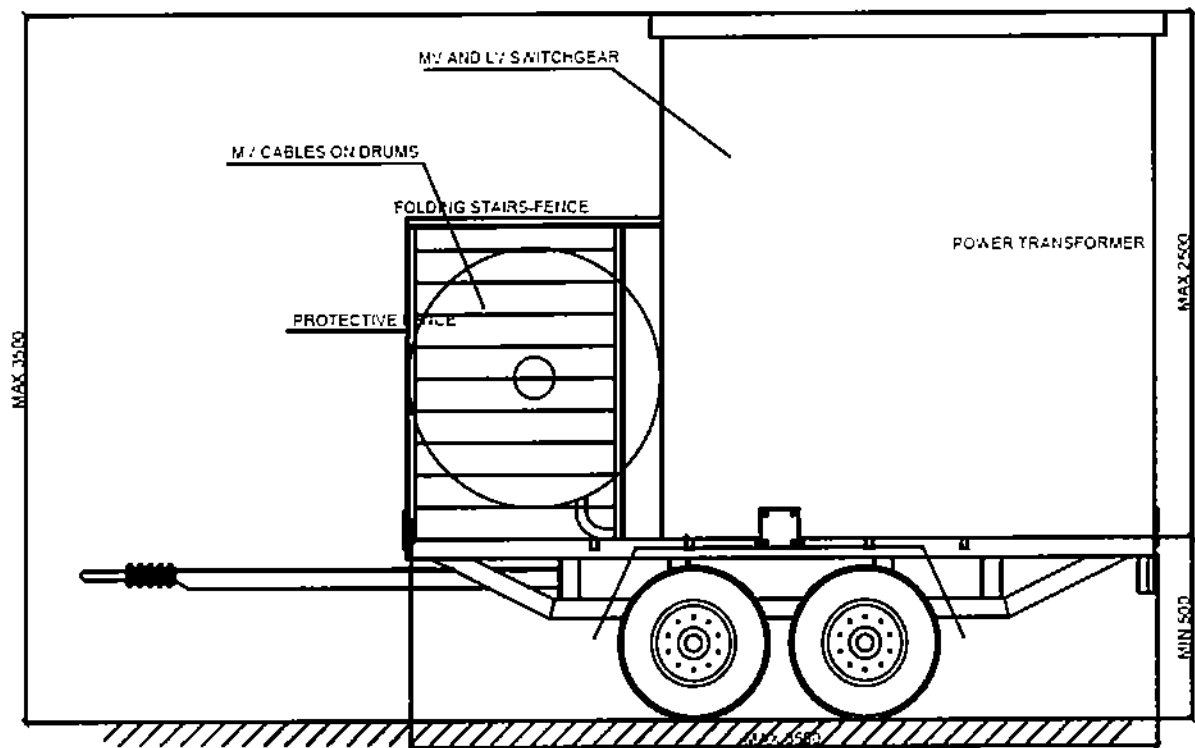
The dimensions of the trailer must be in accordance with the following conditions:

- maximum width: 2,5 m;
- minimum ground clearance: 0,5 m (distance of the trailer construction from the ground level);
- maximum height of trailer with the MSS: 3,5 m;
- maximum length of trailer without the hook: 3,5 m;
- Capacity: trailer must be constructed to withstand weight of entire MSS with equipment.

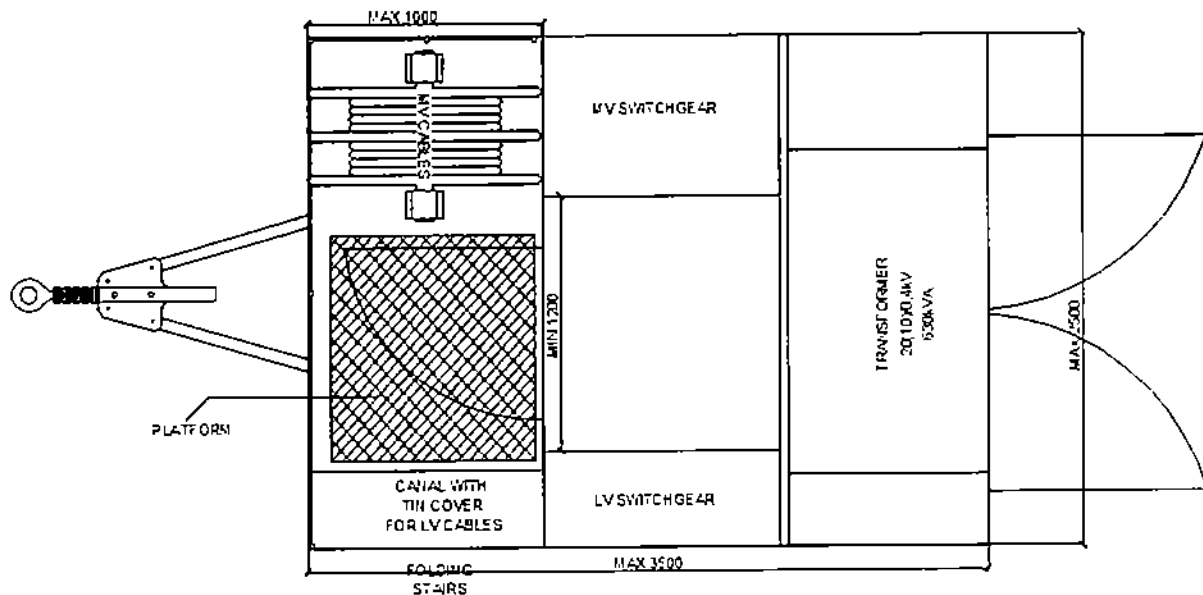
It is necessary to provide all the documentation (attests) for the trailer necessary for its registration in the Republic of Serbia. The custom procedure must be done, as well as delivery of entire MSS to the contracted place.

Side and top view of MSS with trailer are presented in the following pictures (Picture 1 and Picture 2). The type of trailer drawn in the pictures is just for the visualization. The real look of the trailer (hook, connections) must be properly designed to bear the weight of MSS.

Note: Other dispositions of equipment are also acceptable, but outer dimensions of MSS (substation with trailer) must not be exceeded. The service must be from the inside of MSS. The disposition must be submitted for approval.



Picture 1- Side view of MSS



Picture 2- Top view of MSS

## 2. Medium voltage switchgear

Medium voltage switchgear 20 kV (maximum operating voltage is 24 kV) is for indoor installation type "RING MAIN UNIT", consisting of a transformer bay and two feeder bays, filled with SF6 gas, in accordance with EN 62271-1. Three position switches 20 kV are in a separate housing, SF6 gas insulated, completely separate from the rest of the switchgear. Switchgear is made compact as a whole and fully lined with pickled sheet. Housing of switchgear is made in the degree of protection IP6X, a working mechanism at least in degree IP3X. The housing unit is fully protected against corrosion and painted finish paint. The following equipment is supplied, installed and connected in the switchyard:

- a three-position switch 24 kV, 630 A, in a metal housing SF6 gas insulated, for drain cable lines and grounding of drain cable lines, equipped with a spring mechanism for quick switch off. Three-position switch may take one of three positions: on, off and grounded with the ability to lock in any of these positions (2 sets). Provide electrical and mechanical lock;
- three-position switch 24 kV, 200A, in a metal housing SF6 gas insulated, for the purposes of transformer feeders and grounding of transformer feeders, equipped with a spring mechanism with an additional charge of mechanical energy for a quick trip and coil of 230 V, 50 Hz for switch off. Three-position switch may take one of three positions: on, off and grounded with the ability to lock in any of



these positions. It is necessary to have the option of automatic three-pole disconnection when burning out of at least one of the medium voltage-high efficient fuses and thermal relay operation that is the transformer protection. The switch on of a three-position switch must not be possible unless a fuse that has blown due to a failure isn't replaced (changed)(1 set). Provide electrical and mechanical lock;

- mechanical position indicator of three-position switch (3 pieces);
- fuse assembly for protection of transformer feeders, 24 kV, 200 A, to accommodate patrons MV high efficient fuses. Access to these fuses is only possible if the three-position switch is in the position "grounded" (1 piece);
- MV fuses with the firing pin and thermal function. It is necessary to deliver two sets of MV fuses: 20 kV (80 A) and 20 kV (40 A) (6 pieces). It is also necessary to provide two sets of 20 kV spare fuses (40 A and 80 A), which are adequately placed within the MSS (6 pieces). MSS is to be delivered with built-in 20 kV fuses of 80 A;
- blockade mechanism for cable space and fuse assembly to prevent removal of covers on cable area and fuse within the same when under voltage;
- Gas pressure indicator (1 piece);
- busbars to connect the three-position switches and feeders (1 piece);
- indicators of the presence of voltage with the necessary equipment for their connection in accordance with standard EN 61243-5 (3 sets);
- Nameplate of the cable and transformer bays (3 pieces);
- single-line diagram of switchgear mounted on the front side of the unit (1 piece);
- button for turning off the transformer bay (feeder) (1 piece);
- carrier of cable ends 20 kV mounted in the transformer and feeder space (3 pieces);
- Protective busbar mounted in the cable space (3 pieces);
- Earth fault and short circuit indicator;
- cable isolated ends (fabricated connectors, 'plug-in' connectors for SF<sub>6</sub> switchgear), i.e. 250 A adapters for connection of three single core aluminum cable line in the transformer bay RMU for cable cross section 3×(1×50/16) mm<sup>2</sup> (3 pieces);
- cable isolated ends (fabricated connectors, 'plug-in' connectors for SF<sub>6</sub> switchgear), i.e. 630 A adapters for connection of copper cable lines in the feed-drain bay RMU for the specified type of cable (mining, construction cables, rubber, reinforced) 3×(1×95/16) mm<sup>2</sup> (3 pieces);
- cable isolated ends (fabricated connectors, 'plug-in' connectors for SF<sub>6</sub> switchgear), i.e. 630 A adapters for connection of aluminum cable lines 3×(1×95/16) mm<sup>2</sup> in the another feed-drain bay RMU (3 pieces);
- Delivery of standard accessories for manual operation (1 set);

Connection of transformer on medium voltage level is done via three single core aluminum cables 20 kV, cross section 1x50 mm<sup>2</sup>. On the medium voltage side of the transformer composite material metal oxide surge arresters 10 kA must be installed.

Characteristics in terms of dielectric properties, the short circuit current, thermal and dynamic stresses that must have transformer bay and the feed-drain bay are shown in the following table:

	Feed-drain bay	Transformer bay
Rated voltage	24 kV	24 kV
Short duration 50 Hz withstand voltage	50 kV	50 kV
1,2/50 $\mu$ s withstand voltage	125 kV	125 kV
Rated current	630 A	200 A
Peak short circuit current	40 kA	40 kA
Short time (1 sec) withstand current	16 kA	16 kA
Rated switch-on short circuit current	40 kA	25 kA
Ambient temperature	-25°C up to +40°C	
Protection from presence of solids and water (Ingress protection) of housing of switchgear	minimum IP 6X	
Protection from presence of solids and water (Ingress protection) of operating mechanism	minimum IP 3X	

The listed equipment has to be in accordance with valid SRPS EN, i.e. SRPS EN 62271-1, SRPS EN 62271-103, SRPS EN 62271-102, SRPS EN 60282-1, SRPS EN 60529.

It is envisaged that the Bidder submits all needed standard (type) attests for the entire RMU cubicle.

### **3. Low voltage switchgear**

Low voltage switchgear (unit) for indoor installation must be made in the form of modular assembly for on-wall installation attached to the construction of the MSS, each composed of welded metal profiles, twice pickled sheet protected against corrosion by electrostatic powder paint application process. This condition is set due to the minimum space requirements. It can also be made in the form of stand attached to the floor of MSS but the proposed dimensions and disposition of MSS must not be exceeded. LV switchyard consists of 'drain bay+ transformer bay (feed bay) + public light bay+ self-consumption bay". At low voltage panel there is equipment for measuring voltages and currents (current transformers, control unit), MSS equipment for light. The connection between the transformer secondary winding and low voltage switchgear is realized via cables set on the metal cable trays installed on the ceiling of MSS. Cables used for this connection must be single core aluminum 1 kV cross section 240 mm<sup>2</sup> (three for each phase and two for neutral conductor).

#### **3.1 LV drain bay**

Busbars are made of hard-drawn copper, E.Cu 3×(50×10 mm)+50×5 mm and properly painted, appropriate support insulators, grounding strap FeZn 25×4 mm.

In the lower part of drain bay there are 8 terminals in the form of low-voltage three-pole vertical fuse/switch 400 A, 500 V (8 pieces) with single-pole switch, visibly numbered from 1 to 8.

In the upper part there is cabinet bay where flow of electricity is measured.

It is necessary to install surge arresters (4 pieces) on the low voltage side.

#### **3.2 LV Transformer bay**

Transformer bay contains three pole high efficiency low voltage compact circuit breaker of rated current 1250 A, rated voltage 500 V, peak short circuit withstand current 40 kA, with integrated over-current and short circuit element and voltage trigger for switch off.

Transformer bay must contain control unit.

Control unit must have the following metering functions: current measurement I<sub>1</sub>, I<sub>2</sub> and I<sub>3</sub>, registering maximum values of measured currents. Provide measurement of current

electrical values in MSS (all currents, all voltages, apparent power, frequency and  $\cos \phi$ ). In transformer bay (feed bay) there must be an emergency stop button for shutting down the transformer on medium voltage and low voltage side (emergency stop).

Busbars must be made of hard drawn electrolytic copper E.Cu  $3 \times (50 \times 10 \text{ mm}) + 50 \times 5 \text{ mm}$ , property painted, with appropriate support insulators, grounding braided wire FeZn  $25 \times 4 \text{ mm}$ . Connecting part of busbar is on the upper part of transformer bay above which metal cable tray with secondary conductors is set.

It is necessary to install three current metering (instrument) transformers (CT) 1000/5 A, accuracy class 0.5 and rated voltage  $U = 0.72 \text{ kV}$ .

Voltage circles to be protected by appropriate protective automatic switches. Wiring conductor is  $P 2.5 \text{ mm}^2$ . For measurement of current values of the current and voltage three phase metering multiprocessor converter with display, i.e. control unit, must be used.

Electricity metering must be performed by multifunctional semi-indirect metering with integrated function of meter internal time clock that saves calculation data and has remote metering modem (GSM-GPRS). Peak load, active energy, reactive energy in two tariffs must be measured for at least 12 months, accuracy class 1, reactive energy accuracy class 3, maxigraph 1, voltage  $3 \times 230/400 \text{ V}$ , rated current 5 A.

For compensation of no-load operation of the transformer it is predicted to use capacitor battery, power  $Q = 50 \text{ kvar}$  (optional  $2 \times 25 \text{ kvar}$ ), rated voltage  $U = 420 \text{ V}$ , mount (basis) NV00 125 A, 500 V, with 80 A NV00 fuse, wiring conductor P/F  $25 \text{ mm}^2$ .

### 3.3 Public light bay

Public light bay must include:

- Three single pole low voltage highly efficient mounts (basis) 125 A, 500 V with 80 A NV fuse, 500 V, (before meter);
- Three-pole contactor, 100 A, 500 V with coil for  $220 \text{ V} \approx$ , 50 Hz;

- Cam switch for installation 10 A, 500 V with positions 1-0-2 ( in operation mode automatic-switched off-manually) for commanding of the contactor;
- Electronic three phase one tariff meter for direct metering 3 x 230/400 V, 60 A, 50 Hz, accuracy class 2;
- Three single pole low voltage highly efficient mounts (basis) 125 A, 500 V for 63 A NV fuse, 500 V, (after meter);
- Photo relay, time switch-programmable internal clock, automatic switch, appropriate terminal blocks, wiring conductor P/F 25 mm<sup>2</sup> and P 1,5mm<sup>2</sup> (for control circuits).

In addition to labeling feeders with numbers, it is necessary to mark the position of the switch on-switch off, label current circuits on automatic switches, set warning-protection insulating barrier on drain bay. Deliver single pole scheme and wiring diagram.

It is necessary to provide all primary and secondary connections with remaining parts of the MSS and provide installation of grounding in SS.

Stated equipment in LV switchyard should be in accordance with valid SRPS, i.e. SRPS EN 61439-1, SRPS EN 60947-1, SRPS EN 60947-3, SRPS EN 60439-3 and SRPS EN 60529, SRPS EN 60947-2.

### **3.4 Self consumption bay**

Self consumption bay must include single phase wall mount type (OG) socket, single pole wall mount type (OG) switch rated current 10 A, rated voltage 250 V for outdoor light lamps. Current circuits must be protected with adequate automatic switches.

Auxiliary current circuits are:

- current circuit of outdoor light;
- current circuit of indoor light;
- current circuit supplying single phase socket;
- current circuit supplying protection of the transformer;
- current circuit supplying the emergency shut down of the transformer on medium voltage and low voltage side (emergency stop);
- current circuit supplying the semi-indirect metering of total electricity flow of MSS;
- current circuit of forced cooling of the transformer.

Current circuits must be formed in the self consumption bay which is supplied from the connection part of the transformer bay before the main high efficient low voltage compact circuit breaker. Wiring is done with rubber installation conductors of cross section 2,5 mm<sup>2</sup> for current circuit of single phase socket, protection and emergency stop, while for the current circuits for indoor and outdoor light and metering of electricity flow of MSS, the conductors of cross section 1,5 mm<sup>2</sup> have to be used.

Single line diagrams for MV and LV switchgears are presented in the Picture 3 and Picture 4.

#### 4. Protection in MSS

- Protection of Transformer from short circuits with high voltage highly efficient fuses;
- Protection of Transformer from overloading with thermal relay;
- On MV feed-drain bays protection is not envisaged;
- Short circuit protection on all low voltage feeders (8+2) with low voltage highly efficient fuses;
- Protection of low voltage circuits in self consumption bay with automatic switches.

Entire equipment in MSS must be dimensioned (if this specification does not define differently) according to maximum allowed values of three phase symmetrical currents (power) of short circuit of at least:

- 14,5 kA (500 MVA) on 20 kV bus bars;
- 26 kA (18 MVA) on 0,4 kV bus bars;

The elements of electrical installation part of MSS (medium voltage switchgear, low voltage switchgear, etc...) must be fabricated (factory manufactured). Type attests are needed for transformer, RMU and for the each electrical element from the low voltage switchyard.

#### 5. Power transformer

Standards that dry-type power transformer should meet:

- SRPS EN 60076-11: Power transformers. Dry-type power transformers.
- SRPS EN 60076-1: Power transformers. General.
- SRPS EN 60076-3: Power transformers. Insulation levels, dielectric tests
- SRPS EN 60076-5: Power transformers. Ability to withstand short-circuits.

Power transformer must be of dry type and must be constructed, manufactured and tested in accordance with acknowledged technical achievements and standards, and delivered together with necessary devices and tools.

## 5.1 Basic operating conditions

Transformer is envisaged for operation in distribution network of rated voltage 10 kV (highest voltage: 12 kV), 20 kV (highest voltage: 24 kV) и 0,4 kV (highest voltage: 1,1 kV), rated frequency 50 Hz.

Grids 10 kV and 20 kV are grounded through low ohm impedance or operate with insulated neutral points. Low voltage network is directly grounded, so that neutral point of low voltage winding of transformer 10(20)/0.42 kV is directly connected to the operating (aggregated) grounding of MSS.

## 5.2 Basic technical characteristics of transformer

### General

Transformer must be three phase unit with two separate windings. MV winding is with tap changer for voltage regulation. Transformer must be without metal protection housing.

### Rated power

Rated power is for permanent operation rated frequency of 50 Hz and must be 630 kVA.

### Rated voltages of winding

High voltage winding: it is necessary to provide transformer to be overlapped, i.e. primary voltage to be both 10 kV and 20 kV. Insulation should be constructed for maximum operation voltage of 24 kV.

Low voltage winding: 420 V/242 V.

### Tap changer and voltage regulation (SRPS 60076-1):

High voltage winding is winding with tap changer. Adjustment (change) of turns ratio and voltage regulation is performed through tap changer. Voltage regulation must be  $\pm 2 \times 2,5\%$  and it is performed strictly in no-operation conditions.

Transformer is delivered with neutral position of the tap changer.

**Vector group:** Dyn5.

**Short circuit voltage:** (SRPS EN 60076-1):6%.

### Cooling (SRPS EN 60076-2)

Cooling is AN type, by air flow through external areas of windings and through ventilation channels inside winding and between windings.

Additionally, between winding and floor there has to be space for air circulation of at least 15 cm, which is achieved by installation of supports.

### Insulation degree (SRPS EN 60076-3):

Uniformed winding insulation is used, so that all ends connected to terminals have the same withstand voltage of industrial frequency towards the grounded parts.

**Insulation degree is:**

- for MV winding:
  - for 20 kV: LI 125 AC 50

- for 10 kV: LI 75 AC 28
- for LV winding: AC 3.

Values of no-load losses  $P_0$ , load losses  $P_L$  and no-load current  $I_0$  of transformer should be the lowest possible. In the following table the maximum values of no-load losses and copper losses are given, which must not be exceeded.

Table which shows the basic required characteristics of transformer:

Characteristic	Unit	Value
Rated power	kVA	630
Rated primary winding voltage	kV	10(20)
Rated secondary winding voltage	kV	0,42
Type of voltage regulation		no load regulation
Range of regulation (on high voltage side)		$\pm 2,5\%$
Vector group		Dyn5
Short circuit voltage (impedance)		6%
1,2/50 $\mu$ s withstand voltage of primary winding	kV	125(75)
Withstand 50 Hz of primary winding	kV	50(28)
Withstand 50 Hz of secondary winding	kV	3
Maximum ambient temperature	$^{\circ}$ C	40
Minimum thermal insulation class		F
Conducting material of primary winding		copper
Conducting material of secondary winding		copper
Altitude		Up to 1000 m
Maximum no-load losses, $P_0$	W	1400
Maximum load losses (75 $^{\circ}$ C, medium position of the voltage regulator), $P_L$	W	7000

**Thermal insulating class:** minimum F (155 $^{\circ}$ C)

**Short circuit strength:**

Transformer must be constructed and executed in such a way that the windings in short circuit withstand dynamic and thermal strains according to standard SRPS EN 60076-5. Duration of short circuit after continuous operation is 2 s.



### **Basic construction characteristics of transformer**

Magnetic core must be made of cold rolled steel sheets of high magnetic permeability and low coefficient of hysteresis. Magnetic core type, steel sheets insulation, a manner of cutting and stacking steel sheets is left to the choice of the Bidder, with the aim of finding the optimal solution with respect to the minimum value of losses.

Magnetic core is protected from corrosion by coating the outer surfaces with the epoxy resin or the like, while the other metal parts are protected by galvanizing and painting.

The windings are made of copper wires of high purity, with insulation.

The winding of high voltage is sealed with epoxy mass under vacuum, resulting in a nearly linear voltage distribution along the winding and small values of partial discharges. It is allowed to use other advanced technologies of high quality and reliability to seal the winding.

Low voltage winding is also subjected to heat treatment (sealing, impregnation), which provides a great compactness of the windings and high dielectric, mechanical and thermal characteristics.

### **Overload protection**

For the protection against the excessive overload thermal protection must be used which comprises of thermic relay (electronic converter) and one resistor sensor (PtC probe) for each phase of the low voltage winding. Thermal protection is completely installed and delivered by the Bidder. Transformer is delivered with installed and wired protection.

**Nameplate** must include minimum the following content: type of dry transformer, name of manufacturer, factory number, year of manufacture, number of phases, rated values of: voltage, current, capacity and frequency, vector group, short-circuit voltage, insulation level, cooling type, insulation thermal class, climate class and fire class, total mass.

### **Lifting of the transformer**

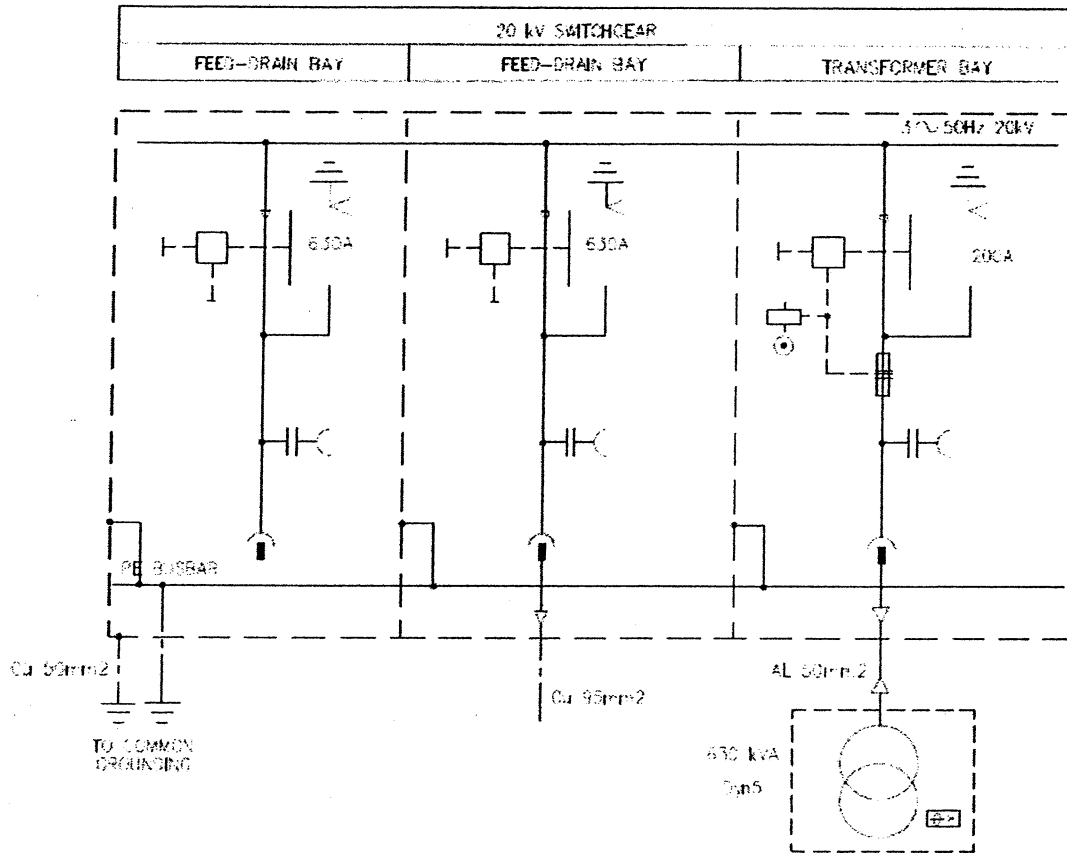
It is necessary to enable lifting of the transformer by crane using lugs and also the forklift truck lifting must be enabled. Transformer is delivered without wheels

It is necessary the transformer is attached to the floor of MSS so that its position will not change during transport or operation. Securing should be done by double screws. Elastic supports must be used.

## **6. Grounding of MSS**

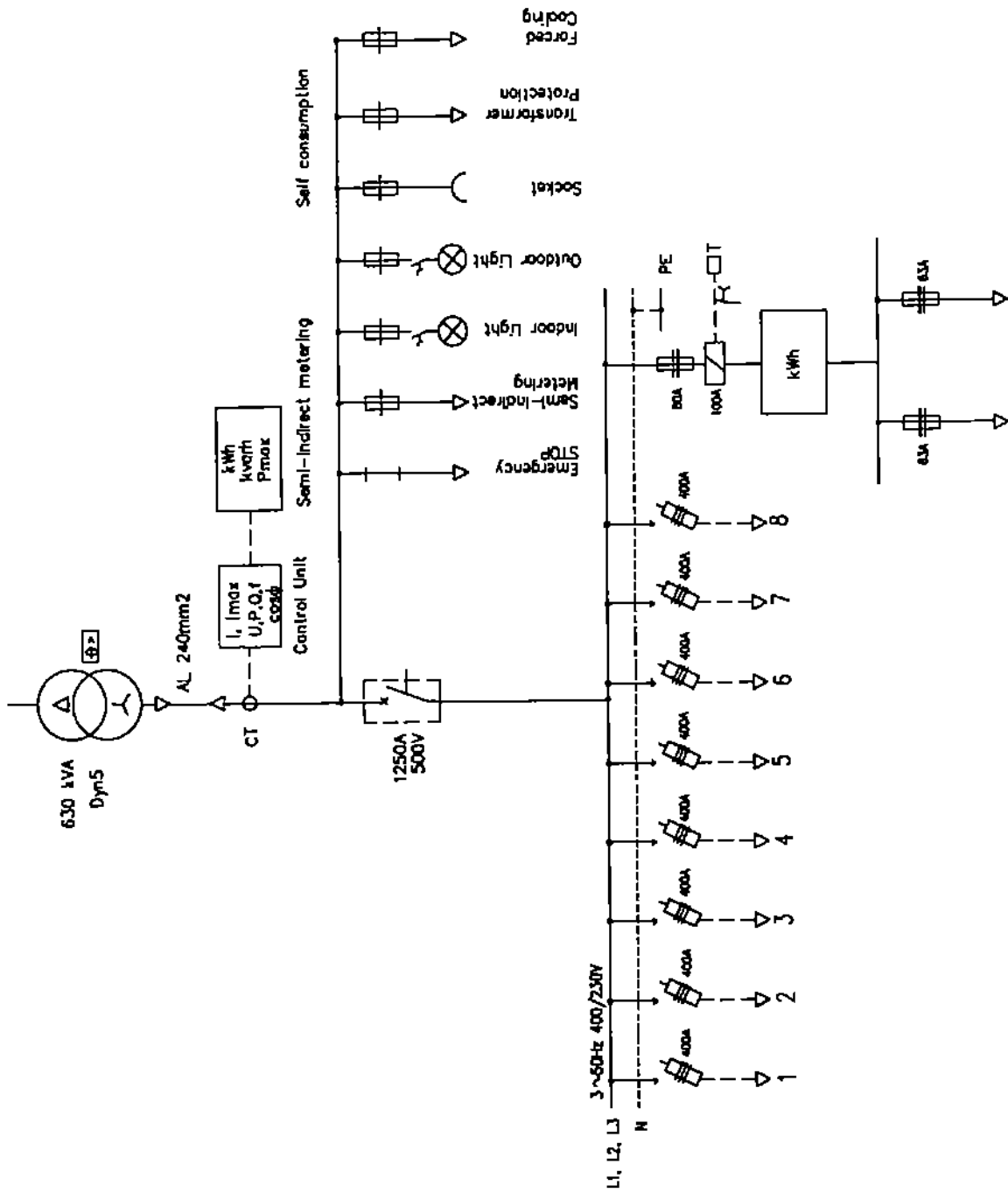
In addition to the equipment listed in the introductory section for construction of groundings, it is necessary to designate connection spots for connecting grounding copper ropes between the MSS and the grounding ring. There must be at least 3 connection points: at LV field, MV field and in the transformer box.

Galvanically connection must be installed between all elements of the construction of MSS including the construction of the trailer.



Picture 1-Single line diagram of MV switchgear

*Handwritten signature*



Picture 4-Single line diagram of LV switchgear

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## II. Technical Data Schedules

### 1. Trailer

Technical Data Schedule Trailer			Date: Signature:	
ITEM	DESCRIPTION	UNITS	REQUIRED	GUARANTEED
1.	<b>GENERAL</b>			
1.1.	Manufacturer			
1.2.	Type			
1.3.	Model designation			
1.4.	Country of origin			
1.5.	All attests for trailer registration in the Republic of Serbia will be provided		Yes	
2.	<b>CONSTRUCTION</b>			
2.1.	Length without the hook	m	max 3,5	
2.2.	Ground clearance	m	min 0,5	
2.3.	Width	m	max 2,5	
2.4.	Height of trailer with substation	m	max 3,5	
2.5.	Weight	t		
2.6.	Capacity	t		
2.7.	Number of hydraulic mounts	pcs		
2.8.	Spare wheel	pcs	1	
2.9.	Signaling with mechanical protection		Yes	
2.10	Protection of structure by hot dip galvanizing		Yes	

2.11	Folding stairs for climbing on platform		Yes	
2.12	Platform		Yes	
2.13	Height of protective fence	m	1,1	
3.	<b>DRUMS WITH 20 kV CABLES</b>			
3.1.	Number of drums	pcs	3	
3.2.	Single core flexible mining copper cables		Yes	
3.3.	Cross-section of cables	mm <sup>2</sup>	95	
3.4.	Length of each cable	m	50	
3.5.	'Plug-in' connectors for SF <sub>6</sub> switchgear		Yes	
3.6.	Cables ends with clamps for outdoor installation		Yes	
4.	<b>Grounding</b>			
4.1.	Number of grounding rods	pcs	4	
4.2.	Length of each grounding rod	m	2	
4.3.	Diameter of grounding rods	φ	2,5"	
4.4.	Connectors for connecting copper conductors		Yes	
4.5.	Length of copper rope grounding ring	m	25	
4.6.	Cross-section of copper rope grounding ring	mm <sup>2</sup>	50	
4.7.	Length of grounding copper rope	m	min 3	
4.8.	Number of grounding copper ropes	pcs	3	
5.	<b>Portable voltage indicator</b>			

5.1.	Single-pole		Yes	
5.2.	Voltage level	kV	35	
5.3.	Sound voltage presence signalization		Yes	
5.4.	Light voltage presence signalization		Yes	

## 2. Housing (container) of substation

Technical Data Schedule Housing of substation			Date:	
			Signature:	
ITEM	DESCRIPTION	UNITS	REQUIRED	GUARANTEED
1.	<b>CONSTRUCTION</b>			
1.1.	Outer material		stainless steel	
1.2.	Thickness	mm	min 2	
1.3.	Length	m	max 2,5	
1.4.	Width	m	max 2,5	
1.5.	Height	m	max 2,5	
1.6.	Ingress protection		IP 35	
1.7.	Single door for MV and LV equipment		Yes	
1.8.	Double doors for transformer space		Yes	
1.9.	Load withstand of the roof	kg/m <sup>2</sup>	min 250	
1.10	Outdoor marine lamps	pcs	4	
1.11	Hooks for removing the container with substation	pcs		

### 3. Ring Main Unit

Technical Data Schedule Ring Main Unit			Date: Signature:	
ITEM	DESCRIPTION	UNITS	REQUIRED	GUARANTEED
1.	<b>GENERAL</b>			
1.1.	Manufacturer			
1.2.	Type			
1.3.	Model designation			
1.4.	Country of origin			
1.5.	Standards		SRPS EN 62271-1 SRPS EN 62271-103 SRPS EN 62271-102 SRPS EN 60529	
1.6.	Insulating medium		SF <sub>6</sub>	
1.7.	Ingress protection of the housing		IP6X	
1.8.	Ingress protection of working mechanism		IP3X	
1.9.	Ambient temperature	°C	from -25 to +40	
1.10	Length	mm		
1.11	Width	mm		
1.12	Height	mm		
1.13	Mass	kg		
1.14	Number of feed-drain bays	pcs	2	
1.15	Number of transformer bays	pcs	1	
1.16	Mechanical position indicator for three-position switch	pcs	3	

1.17	Blockade mechanism for cable space and fuse assembly		Yes	
1.18	Gas pressure indicator	pcs	1	
1.19	Busbars 20 kV	sets	1	
1.20	Nameplate of cable and transformer bays	pcs	3	
1.21	Single-line diagram on the front side	pcs	1	
1.22	Button for turning off the transformer bay	pcs	1	
1.23	Carrier of cable ends	pcs	3	
1.24	Protective busbar	pcs	3	
1.25	Earth fault and short circuit indicator	pcs	1	
1.26	Standard accessories for manual operation	sets	1	
1.27	Indicators of voltage presence	pcs	3	
1.28	Standard for voltage presence indicators		SRPS EN 61243-5	
2.	<b>'Plug-in' connectors for SF<sub>6</sub> switchgear in transformer bay</b>			
2.1.	Number of 'plug-in' connectors for SF <sub>6</sub> switchgear in transformer bay	pcs	3	
2.2.	Type of cable		single core Al cable	
2.3.	Rated current	A	250	
2.4.	Cross section of cables	mm <sup>2</sup>	3*(1*50/16)	
3.	<b>'Plug-in' connectors for SF<sub>6</sub> switchgear in feed-drain bay for drum cables</b>			



3.1.	Number of 'plug-in' connectors for SF <sub>6</sub> switchgear in feed-drain bay for drum cables	pcs	3	
3.2.	Type of cable		flexible, mining, rubber, reinforced	
3.3.	Rated current	A	630	
3.4.	Cross section of cables	mm <sup>2</sup>	3*(1×95/16)	
4.	<b>'Plug-in' connectors for SF6 switchgear in feed-drain bay (another bay, not connected to drum cables)</b>			
4.1.	Number of 'plug-in' connectors for SF <sub>6</sub> switchgear in feed-drain bay	pcs	3	
4.2.	Type of cable		Aluminum cable	
4.3.	Rated current	A	630	
4.4.	Cross section of predicted cables	mm <sup>2</sup>	3*(1×95/16)	
5.	<b>Three-position switch in feed-drain bays</b>			
5.1.	Number of three-position switches	sets	2	
5.2.	Rated voltage	kV	24	
5.3.	Rated current	A	630	
5.4.	Spring mechanism		Yes	
5.5.	Electrical and mechanical lock		Yes	
6.	<b>Three-position switch in transformer bay</b>			
6.1.	Number of three-position switches	sets	1	
6.2.	Rated voltage	kV	24	

6.3.	Rated current	A	200	
6.4.	Spring mechanism		Yes	
6.5.	Coil for switch off, 230 V, 50 Hz		Yes	
6.6.	Electrical and mechanical lock		Yes	
7.	<b>FUSE ASSEMBLY FOR PROTECTION OF TRANSFORMER FEEDERS</b>	pcs	1	
7.1.	Rated voltage	kV	24	
7.2.	Rated current	A	200	
7.3.	Fuses 20 kV of rated current 80 A	pcs	6	
7.4.	Fuses 20 kV of rated current 40 A	pcs	6	
7.5.	Standards		SRPS EN 60282-1	
8.	<b>Feed-drain bays</b>			
8.1.	Rated voltage	kV	24	
8.2.	Short duration 50 Hz withstand voltage	kV	50	
8.3.	1,2/50 $\mu$ s withstand voltage	kV	125	
8.4.	Rated current	A	630	
8.5.	Peak short circuit current	kA	40	
8.6.	Short time (1 sec) withstand current	kA	16	
8.7.	Rated switch-on short circuit current	kA	40	
9.	<b>Transformer bay</b>			
9.1.	Rated voltage	kV	24	
9.2.	Short duration 50 Hz withstand voltage	kV	50	

9.3.	1,2/50 $\mu$ s withstand voltage	kV	125	
9.4.	Rated current	A	200	
9.5.	Peak short circuit current	kA	40	
9.6.	Short time (1 sec) withstand current	kA	16	
9.7.	Rated switch-on short circuit current	kA	25	

#### 4. Low voltage switchgear

##### 4.1. LV drain bay

Technical Data Schedule LV drain bay			Date: Signature:	
ITEM	DESCRIPTION	UNITS	REQUIRED	GUARANTEED
1.	<b>Standards for installed equipment</b>		SRPS EN 61439-1 SRPS EN 60947-1 SRPS EN 60947-3 SRPS EN 60529	
2.	<b>Busbars</b>			
2.1.	Material		hard-drawn electrolytic copper	
2.2.	Dimensions	mm	3*(50*10)+50*5	
2.3.	Support insulators type			
2.4.	Properly painted		Yes	
3.	<b>Grounding Strap</b>			
3.1.	Material		FeZn	
3.2.	Dimensions	mm	25*4	
4.	<b>Low-voltage three-pole vertical</b>			

	<b>fuse/switch</b>			
4.1.	Possibility of single-pole switch		Yes	
4.2.	Rated current	A	400	
4.3.	Rated voltage	V	500	
4.4.	Visibly numbered		Yes	
4.5.	Number of low-voltage three-pole vertical fuse/switch	pcs	8	
5.	<b>Surge arresters</b>			
5.1.	Manufacturer			
5.2.	Type			
5.3.	Nominal discharge current	kA	10	
6.	<b>Electronic semi-indirect metering</b>			
6.1.	Manufacturer			
6.2.	Type			
6.3.	Meter internal time clock		Yes	
6.4.	Remote metering modem GSM-GPRS		GSM-GPRS	
6.5.	Number of tariffs		2	
6.6.	Measurement of peak load, active energy, reactive energy		Yes	
6.7.	Saving measuring data for 12 months		Yes	
6.8.	Accuracy for active energy		1	
6.9.	Accuracy for reactive energy		3	
6.10	Accuracy for maxigraph		1	
6.11	Rated voltage	V	3 x 230/400	
6.12	Rated current	A	5	

#### 4.2. LV Transformer bay

Technical Data Schedule LV Transformer bay			Date:	
			Signature:	
ITEM	DESCRIPTION	UNITS	REQUIRED	GUARANTEED
1.	<b>Standards for installed equipment</b>		SRPS EN 61439-1 SRPS EN 60947-1 SRPS EN 60529	
2.	<b>Low voltage compact circuit breaker</b>			
2.1	Manufacturer			
2.2	Type			
2.3	Rated current	A	1250	
2.4	Rated voltage	V	500	
2.5	Peak short circuit withstand current	kA	40	
2.6	Voltage trigger for switch off		Yes	
2.7	Integrated over-current and short circuit element		Yes	
2.8	Standards		SRPS EN 60947-2	
3.	<b>Busbars</b>			
3.1	Material		hard-drawn electrolytic copper	
3.2	Dimensions	mm	3*(50*10)+50*5	
3.3	Support insulators type			

3.4	Properly painted			
4.	<b>Grounding Strap</b>			
4.1	Material		FeZn	
4.2	Dimensions	mm	25x4	
5.	<b>Current (instrument) transformers</b>			
5.1	Manufacturer			
5.2	Type			
5.3	Ratio	A/A	1000/5	
5.4	Rated voltage	kV	0,72	
5.5	Accuracy		0,5	
6.	<b>Three phase control unit</b>			
6.1	Manufacturer			
6.2	Type			
6.3	Measurement of all currents		Yes	
6.4	Measurement of all voltages		Yes	
6.5	Measurement of apparent power		Yes	
6.6	Measurement of frequency		Yes	
6.7	Measurement of $\cos \varphi$		Yes	
7.	<b>Emergency stop button</b>			
7.1	Shutting down the transformer on MV and LV		Yes	

#### 4.3. Capacitor battery

Technical Data Schedule Capacitor battery			Date:	
			Signature:	
ITEM	DESCRIPTION	UNITS	REQUIRED	GUARANTEED
1.	<b>General</b>			
1.1	Manufacturer			
1.2	Type			
1.3	Power	kvar	50 or 2x25	
1.4	Rated voltage	V	420	
2.	<b>Fuses</b>			
2.1	Fuse mount (base) nominal current	A	125	
2.2	Fuse mount (base) rated voltage	V	500	
2.3	Fuses rated current	A	80	

#### 4.4. Public light bay

Technical Data Schedule Public light bay			Date:	
			Signature:	
ITEM	DESCRIPTION	UNITS	REQUIRED	GUARANTEED
1.	<b>Standards for installed equipment</b>		SRPS EN 61439-1 SRPS EN 60947-1 SRPS EN 60947-3 SRPS EN 60529	

2.	<b>Fuses before meter</b>			
2.1	Rated current of mounts (basis)	A	125	
2.2	Rated voltage of mounts (basis)	V	500	
2.3	Rated voltage of fuses	V	500	
2.4	Rated current of fuses	A	80	
2.5	Type of fuses		NV	
3.	<b>Three-pole contactor</b>			
3.1	Manufacturer			
3.2	Type			
3.3	Rated voltage	V	500	
3.4	Rated current	A	100	
3.5	Coil 220 V $\approx$ , 50 Hz		Yes	
4.	<b>Cam switch</b>			
4.1	Rated voltage	V	500	
4.2	Rated current	A	10	
5.	<b>Electronic three-phase meter</b>			
5.1	Manufacturer			
5.2	Type			
5.3	Number of tariffs		1	
5.4	Rated voltage	V	3 x 230/400	
5.5	Rated current	A	60	
5.6	Accuracy		2	
6.	<b>Fuses after meter</b>			
6.1	Rated current of mounts (basis)	A	125	



6.2	Rated voltage of mounts (basis)	V	500	
6.3	Rated voltage of fuses	V	500	
6.4	Rated current of fuses	A	63	
6.5	Type of fuses		NV	
6.6	Photo relay		Yes	
6.7	Time switch-programmable internal clock		Yes	

#### 4.5. Self-consumption bay

Technical Data Schedule Self-consumption bay			Date: Signature:	
ITEM	DESCRIPTION	UNITS	REQUIRED	GUARANTEED
1.	<b>Single phase wall mount type socket</b>		Yes	
2.	<b>Single pole wall mount switch</b>			
2.1	Rated voltage	V	250	
2.2	Rated current	A	10	

#### 5. Power transformer

Technical Data Schedule Dry type transformer			Date: Signature:	
ITEM	DESCRIPTION	UNITS	REQUIRED	GUARANTEED
1.	<b>General</b>			
1.1.	Manufacturer			
1.2.	Type			
1.3.	Standards		SRPS EN 60076-11 SRPS EN 60076-1 SRPS EN 60076-3	

			SRPS EN 60076-5	
2.	<b>Dimensions</b>			
2.1.	Length	mm		
2.2.	Width	mm		
2.3.	Height	mm		
2.4.	Mass	kg		
3.	<b>Ratings</b>			
3.1.	Rated power	kVA	630	
3.2.	Rated primary winding voltage	kV	10(20)	
3.3.	Rated secondary winding voltage	kV	0,42	
3.4.	Type of voltage regulation		no load regulation	
3.5.	Range of regulation (on high voltage side)		$\pm 2 \times 2,5\%$	
3.6.	Vector group		Dyn5	
3.7.	Short circuit voltage (impedance)		6%	
3.8.	1,2/50 $\mu$ s withstand voltage of primary winding	kV	125(75)	
3.9.	Withstand 50 Hz of primary winding	kV	50(28)	
3.10	Withstand 50 Hz of secondary winding	kV	3	
3.11	Maximum ambient temperature	$^{\circ}$ C	40	

3.12	Minimum thermal insulation class		F	
3.13	Conducting material of primary winding		copper	
3.14	Conducting material of secondary winding		copper	
3.15	Altitude	m	Up to 1000	
3.16	Maximum no-load losses, $P_0$	W	1400	
3.17	Maximum on-load losses (75°C, medium position of the voltage regulator), $P_L$	W	7000	
3.18	Type of cooling		AN	
3.19	Installed fan for possibility of forced cooling		Yes	
3.20	Elastic supports		Yes	
3.21	Thermic relay and sensors for overload protection		Yes	
3.22	Lugs for lifting		Yes	
4.	<b>Cables for connection on MV</b>			
4.1.	Type of cables		Single core aluminum	
4.2.	Rated voltage	kV	20	
4.3.	Cross-section of cables	mm <sup>2</sup>	50	
5.	<b>Cables for connection on LV</b>			
5.1.	Number of cables		3 per phase and 2 for neutral	

5.2.	Rated voltage	kV	1	
5.3.	Cross-section	mm <sup>2</sup>	240	
6.	<b>MV surge arresters</b>			
6.1.	Manufacturer			
6.2.	Type		composite material metal-oxide	
6.3.	Nominal discharge current	kA	10	

### III. Related Services-Training

The Supplier will conduct training for operating on MSS in the Purchaser facilities (for at least 20 men). The training must include operation of MSS and its connection to the distribution grid (complete installation of entire MSS to the distribution grid). Knowing that all 10 substations are the same, the training will be done for only one MSS at the predicted site (Belgrade). The training plan will be submitted by the Supplier for Purchaser's approval.

### IV- Health&safety at work and environmental protection

While in the facility and during operation all relevant procedure relate to health&safety at work and environmental protection as stipulated by national laws and EPS internal procedures will apply.