



**Subject: Amendments to Tender Documents number 1** in accordance with Article 63 paragraph 1 of Public Procurement Law ("Official Gazette of the Republic of Serbia" number 124/12) in an open public procurement procedure for the procurement of consulting services "Improvement of efficiency and productivity of JP EPS", number 132/13/DEFP, for which Invitation to tender was published on Public Procurement Portal on 28.04.2014.

Tender Documents in open public procurement procedure number 132/13/DEFP is amended as follows:

**1. In Section 3 of Tender Documents, item 3.26 Model Contract is amended as follows:**

*"Tenderer is obligated to submit sign and stamped Model contract. The Model Contract provided in these Tender documents cannot be amended or added. Therefore, the tenderers shall submit it unchanged in their tender signed and stamped.*

*In accordance with given Model Contract (Form 6 from Tender Documents) and elements of the most favorable Tender, Public Procurement Contract shall be concluded."*

**2. In Section 3 of Tender Documents, item 3.29 Data on content of the Tender is supplemented with a new indent 10 as follows:**

- *Signed and stamped form "Model Contract"*

Previous indent 10, 11 and 12 are becoming indent 11, 12 and 13.

**3. In Form 6 of Tender Documents – Model Contract note under the title of the form is amended as follows:**

*"In accordance with the given Model Contract and elements of the most favorable tender Contract on Public Procurement shall be concluded. Tenderer is obliged to submit in the Tender the given Model Contract signed and stamped."*

**4. In Form 6 of Tender Documents – Model Contract , Article 5 paragraph 1 to 3 is amended as follows:**

*"Service provider submits to the Employer monthly report on implemented consulting services until the third day of the month for the previous month, signed by authorized person of Service Provider, in three copies.*

*Employer has the right to, within five days upon the date of receipt of monthly report, submit comments in written form on it to the Service Provider or to accept and approve in writing the submitted monthly report. If the Employer does not submit the comments or approval within that deadline, it shall be considered that there are no comments and that the Service Provider can send the invoice for the part of the service it had provided.*

*The Service Provider submits to the Employer the invoice for the part of the service it provided upon accepted monthly report within two days upon the date of acceptance of the*

written approval of the Employer. Invoice of the Service Provider shall not be deemed delivered to the Employer and shall not oblige the Employer for the payment, if the Service Provider performed the delivery of invoice prior to the approval of monthly report on executed services by authorized representative of the Employer.”

Enclosed with this letter is amended Contract Model (Form 6 of Tender Documents)

**PUBLIC PROCUREMENT COMMITTEE 132/13/DEFP**



*Attachment:*

- Amendments to Tender Documents number 1 in English/Serbian language

*Copy:*

- Archive
- Public Procurement Committee

## MODEL CONTRACT

*In accordance with the given Model Contract and elements of the most favorable tender Contract on Public Procurement shall be concluded. Tenderer is obliged to submit in the Tender the given Model Contract signed and stamped.*

### CONTRACTING PARTIES:

1. Javno preduzeće "Elektroprivreda Srbije" - EPS, 11000 Beograd, Carice Milice 2, Identification number 20053658, Tax Identification Number 103920327, Current account 160-700-13 Bank Intesa represented by Aleksandar Obradović, Acting Director (hereinafter referred to as: the **Employer**)

and

2. \_\_\_\_\_ from \_\_\_\_\_, St. \_\_\_\_\_, Identification number: \_\_\_\_\_, Tax Identification Number \_\_\_\_\_, represented by \_\_\_\_\_, (as a Leader for and on behalf of the group of Tenderers *[note: this will be stated in the text of the Contract in the event of joint Tender]*) (hereinafter referred to as '**The Service Provider**')

(hereinafter jointly referred to as: contracting parties)

signed in Belgrade on \_\_\_\_\_ 2014.

## CONSULTANCY SERVICES CONTRACT

### WHEREAS:

- The Employer has executed an open public procurement procedure for the consultancy services "Improvement of efficiency and productivity of JP EPS", pursuant to Article 32 of the Public Procurement Act, to procure the services under a public procurement No. 132/13/DEFP;
- Procurement Notice concerning subject public procurement was published on 28.04.2014. on the Public Procurement Portal and legislation database and the website of the Employer;
- The Service Provider's tender under an open procedure that is filed in PE EPS under No. \_\_\_\_\_ dated \_\_\_\_\_ 2014. fully corresponds to the Employer's requirements stated under the Invitation and the Tender documents;
- The Employer has on the basis of the Service Provider's tender and the Decision on contract awarding, selected the Service Provider to implement the following consultancy services: "Improvement of efficiency and productivity of JP EPS"

### ARTICLE 1

The Service Provider shall for the needs of the Employer perform the consultancy service "Improvement of efficiency and productivity of JP EPS" according to the type, description and specification of activities indicated in detail under Annex 2, constituting an integral part of this Contract, while the Employer shall pay the agreed price for the services executed to the Service Provider.

### ARTICLE 2

The consultancy services value stipulated under Article 1 hereof is fixed and it amounts to \_\_\_\_\_ (in \_\_\_\_\_ letters: \_\_\_\_\_) \_\_\_\_\_ (RSD/EUR) without VAT.

Total value of contracted consulting services, under Article 1 of this Contract, with VAT amounts to \_\_\_\_\_ (in words: \_\_\_\_\_) \_\_\_\_\_ (RSD/EUR).

Price includes all costs related to implementation of contracted consulting services.

The price is fixed, i.e. it may not be changed throughout the service execution period

### ARTICLE 3

This Contract and its Annexes 1-6 are made out in Serbian and English, while in the case of interpretation disputes the Serbian text shall prevail.

This Contract shall be governed by the laws of the Republic of Serbia. In the case of dispute, laws of the Republic of Serbia will be applied.

### ARTICLE 4

Addresses of Contracting Parties are as follows:

The Employer: **Public Enterprise 'Electric Power Industry of Serbia'**  
Address: Carice Milice St. № 2  
11000 Belgrade

The Service Provider: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[note: in the event of joint Tender, leader and members will be listed here]*

Subcontractor: \_\_\_\_\_

*[note in the event of the Tender with subcontractor, subcontractor/s will be listed here]*

Representatives authorised to monitor the consultancy service implementation stipulated under Article 1 hereof are:

- For the Employer: \_\_\_\_\_
- For the Service Provider: \_\_\_\_\_

## ARTICLE 5

Service provider submits to the Employer monthly report on implemented consulting services until the third day of the month for the previous month, signed by authorized person of Service Provider, in three copies.

Employer has the right to, within five days upon the date of receipt of monthly report, submit comments in written form on it to the Service Provider or to accept and approve in writing the submitted monthly report. If the Employer does not submit the comments or approval within that deadline, it shall be considered that there are no comments and that the Service Provider can send the invoice for the part of the service it had provided.

The Service Provider submits to the Employer the invoice for the part of the service it provided upon accepted monthly report within two days upon the date of acceptance of the written approval of the Employer. Invoice of the Service Provider shall not be deemed delivered to the Employer and shall not oblige the Employer for the payment, if the Service Provider performed the delivery of invoice prior to the approval of monthly report on executed services by authorized representative of the Employer.

The Employer shall pay the Service Provider for the executed services in RSD/EUR by a bank order *[note: the final Contract text depends on whether the Service Provider is a domestic or a foreign tenderer, on the status of Tenderer group members, as well as on the type of payment method stipulated under the Joint Service Execution Contract]*, within 30 (thirty) days from the day of endorsement for each monthly report provided by the authorized representative of the Employer.

Payment of the contracted amount, i.e. payment of executed services for the price quoted in euros to domestic Service Provider (as well as to domestic member of Tenderer group *[note: unless it is stipulated under the Joint Service Execution Contract that the payment shall be made through the Leader]*) shall be made in dinars according to the *middle exchange rate of the National Bank of Serbia* on the day of the invoice issuance. *[note: the final Contract text depends on whether the Service Provider is a domestic or a foreign tenderer, on the status of Tenderer group members, as well as on the type of payment method stipulated under the Joint Service Execution Contract]*

Monthly report from paragraph 1 hereof must contain: overview of activities performed in the given month; overview of the remaining activities until the end of the Contract execution period according to Annex 2; and overview of the staff engagement by men- days and price for men- day.

Upon realization of all activities defined in Annex 2 hereof the Service Provider submits to the Employer the Final Report.

Complete Final Report on performed consulting services includes: Project name, Name of consultant, Contract signing date, Project duration, Reporting period, Date of report, Management summary, Service execution time table, Project deliverable status, Team member engagement time during reporting period, Sum to be invoiced for the reporting period, Conclusion, List of meetings, Approved deliverables as per TOR, review of all delivered and approved monthly reports in the same reporting structure.

Employer has the right to, within seven days upon the date of receipt of Final Report on realization of all activities stipulated in Annex 2 hereof, submit written comments on it to the Service Provider or to accept and approve in written form the Final Report, and if the Employer does not submit written approval, nor submits comments within seven days upon the date of receipt of Final Report on realization of all activities stipulated in Annex 2 hereof,

it shall be deemed that the Employer accepted and approved Final Report without comments.

Service Provider submits to the Employer the invoice upon the accepted Final Report within three days upon the date of acceptance of the written approval of the Employer or expiry of the seven days deadline from the date of receipt of Final Report on realization of all activities stipulated in Annex 2 hereof by the Employer.

Final payment for the consultancy services stipulated under Article 1 hereof shall be made within 45 days at the latest from the day of the endorsement of invoice for accepted and certified Final Report by the authorized representative of the Employer.

#### **ARTICLE 6**

The Employer shall pay to the Service Provider the price of consultancy services based on the executed activities from Annexes 2 and 3 hereof, within the deadlines stipulated under Article 5 hereof.

All payments under this Contract shall be made against the following account.

The account: \_\_\_\_\_.

*[note: the final Contract text depends on whether the selected tenderer is a resident or a non-resident Service Provider, on the status of Tenderer group members, as well as on the type of payment method stipulated under the Joint Service Execution Contract]*

The Employer shall pay to the Service Provider the price for the consultancy services stipulated under Article 2 hereof in the manner specified in Article 5 hereof:

- maximum up to **90%** of the total consultancy services value stipulated under Article 2 hereof, based on monthly invoices, which are endorsed based on approved and accepted monthly reports,
- minimum up to **10%** of the total consultancy service value stipulated under Article 2 hereof, based on the accepted Final Report describing the implementation of all activities established in Annex 2 hereof.

#### **ARTICLE 7**

The Service Provider shall start to execute the consultancy services activities at the latest seven days after the signing of the Contract, otherwise, this Contract shall be deemed terminated for the reasons caused by Service Provider.

#### **ARTICLE 8**

The consultancy services execution period is \_\_\_\_\_ consecutive calendar months from the day of Contract signing. The implementation schedule for activities related to individual modules from Annex 2 are defined in Annex 3 hereof.

#### **ARTICLE 9**

The Service Provider shall appoint the staff to execute the consultancy services. The staff list containing staff qualifications and staff's precisely defined activities related to consultancy services approved by the Employer is provided under Annex 4 hereof.

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

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

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

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

Written approval by Employer, for the replacement of executors, from paragraph 2 of this Article is integral part of Annex 4 hereof, therefore the Parties shall not conclude separate annex to this Contract in order to change individual executors.

#### **ARTICLE 10**

The Service Provider shall submit, at the moment of Contract signing, but not later than five days from the date of signing the Contract, to the Employer irrevocable, unconditional and payable at first demand Performance Bond in the amount of \_\_\_\_\_(RSD/EUR), which represents 10% of the contracted value from Article 2 paragraph 1 hereof, with the validity period of 30 days longer from the date of the approval of Final Report.

#### **ARTICLE 11**

The Service Provider and its staff engaged on the execution of activities being the subject of this Contract shall preserve the confidentiality of all information contained in documents, reports, financial data, technical data and notices, obtained in the course of implementation of services stipulated under Annex 2 hereof, and they shall use them exclusively for the performance of such services, in accordance with the Non-Disclosure agreement.

Information, data and documents that the Employer has made available to the Service Provider during execution of the subject of this Contract, the Service Provider cannot make available to third parties without prior written consent of the Employer.

#### **ARTICLE 12**

The Service Provider shall in all expert activities offer services to the Employer in accordance with its entire knowledge and experience and notify the Employer on advancements and improvements, innovations and technical achievements concerning the subject of this Contract.

The Service Provider shall invest all its expert, technical and technological knowledge and experience, as well as reasonable efforts and diligence in the performance of tasks under this Contract.

The Service Provider shall offer services in accordance with the best professional practice and current scientific and universally accepted standards for this type of activities, observing legal regulations (laws, standards and technical norms) related to this type of services in the Republic of Serbia.

### **ARTICLE 13**

During the overall period of implementation of the subject of this Contract, the Employer shall provide to the Service Provider all relevant data, documents, and information that it has at its disposal and that are related to execution of this Contract.

### **ARTICLE 14**

Invalidity of any of the provisions of this Contract shall not have an impact on the validity of other provisions, if it does not significantly affect the execution of this Contract.

### **ARTICLE 15**

In the event of Force Majeure – unforeseen events outside the control of the Contracting Parties, preventing any of the Contracting Parties to perform its obligations under this Contract – contractual obligations shall be suspended to the extent that Contracting Parties are affected by this event and for the duration of the impossibility of performance of contractual obligations caused by this situation, provided that the other Contracting Party has been informed about the cessation of Force Majeure within 2 (two) weeks' time.

In case of Force Majeure, the Service Provider is entitled to extend the validity of the Contract for the duration of the delay caused by such Force Majeure.

Each of the Contracting Parties shall bear its expenses incurred during the period of Force Majeure, i.e. for the period of contract dormancy caused by Force Majeure, for which the Contract is extended.

If Force Majeure event continues over a period longer than 90 days, any of the Contracting Parties may terminate this Contract within 30 days, by submitting a written notice on termination.

### **ARTICLE 16**

In the event the Service Provider culpably breaches its obligation to file the reports foreseen by Annex 2 hereof within the periods defined in Annex 3 hereof, the Service Provider is obliged to pay a contractual penalty in the amount of 0.2 % from the payment which shall be made in consequence to the submission of the respective report, in accordance with Article 6 hereof for each commenced day of delay, in maximum amount of 10% of the value of the payment which shall be made in consequence to the submission of the respective report.

The payment of late charges and/or penalty in accordance with the previous clauses shall be due within 10 (ten) business days after the written notice has been delivered by the Employer about the payment of late charges and/or penalty payment.

### **ARTICLE 17**

All deliverables defined under the Terms of Reference, provided in Annex 2 hereof, shall be delivered by the Service Provider to the Employer in 3 (three) copies each, in both Serbian and English, and both in hardcopy and softcopy in Microsoft Excel, Microsoft Word or Microsoft PowerPoint format depending on the requirements of the Employer.

### **ARTICLE 18**

Within the period of 2 (two) years after the termination of this Contract, the Service provider and its staff engaged in the execution of the Contract, shall neither be engaged (directly and indirectly) in activities to acquire the ownership or managerial rights over the assets of



the Employer or its subsidiaries nor engaged as advisors (directly or indirectly) of the potential acquirer of these rights.

#### **ARTICLE 19**

All misunderstandings arising from or related to this Contract shall be settled amicably by the Contracting Parties and in the event of failure, Contracting Parties agree that each dispute arising from this Contract shall be resolved by the competent court in Belgrade (Foreign Trade Arbitration at the Chamber of Commerce in Belgrade, by applying its Rulebook *[note: final text of the Contract depends on whether the local or foreign Service Provider is selected]*).

In the case of dispute, the governing law shall be the material and procedural law of the Republic of Serbia and dispute shall be conducted in the Serbian language.

#### **ARTICLE 20**

In case of discrepancies of provisions of this Contract, text of the Tender Documents, given in Annex 1 of this Contract and the Tender, provisions of this Contract shall be applied first, followed by the Tender Documents, and then followed by the Tender.

#### **ARTICLE 21**

Corresponding provisions of the Law on Contracts and Torts of the Republic of Serbia shall be applied to the relations between Contracting Parties that are not regulated by this Contract.

#### **ARTICLE 22**

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

- bank guarantee from Article 10 paragraph 1 of this Contract.

#### **ARTICLE 23**

Integral parts of this Contract:

Annex 1	Tender Documentation;
Annex 2	Description and type of service;
Annex 3	Service Execution Time Schedule;
Annex 4	List of Consultant's Staff with Staff's Statements on Availability;
Annex 5	Price Structure;
Annex 6	Non-Disclosure Agreement
and	
Annex 7	(Contract on joint provision of the services, <i>(note: it shall be stated in the text of the Contract in the event of joint Tender)</i> ).

#### **ARTICLE 24**

This Contract is made out in 6 (six) counterparts, in Serbian and English, each being the original of the Contract. Each Contracting Party shall retain 3 (three) counterparts in Serbian and 3 (three) counterparts in English. In the case of inconsistencies, Serbian version shall prevail.

**SERVICE PROVIDER**  
Name

\_\_\_\_\_  
name and surname  
position

**EMPLOYER**  
JP "Elektroprivreda Srbije"

\_\_\_\_\_  
Aleksandar Obradović  
Acting Director

**ANNEX 1 TO THE CONTRACT**

**TENDER DOCUMENTATION**

**ANNEX 2 TO THE CONTRACT**

**DESCRIPTION AND TYPE OF SERVICE**

Terms of Reference in accordance with point 5.2 of the Tender Documents.

**ANNEX 3 TO THE CONTRACT**

**SERVICE EXECUTION TIME SCHEDULE**

**ANNEX 4 TO THE CONTRACT**

**LIST OF CONSULTANT'S STAFF WITH STAFF'S STATEMENTS ON AVAILABILITY**

**4 – A: Project Implementation**

<b>No</b>	<b>Name and surname</b>	<b>Qualifications/Position</b>	<b>Field covered by the function performed under the subject public procurement</b>	<b>Engagement time according to the Work Plan man - day</b>

**4 – B: Consultancy services execution availability statement of the team members**

„ Improvement of efficiency and productivity of JP EPS “

I, the undersigned hereby confirm that I have accepted as the Consultant's team member the participation in the performance of the service from Annex 1 of this Contract for the

performance of consultancy services during the time and in the scope specified in the tender.

I hereby confirm that I am not engaged on any other project/activity in the manner which would prevent me from the performance of consultancy services, and that I am familiar with the provisions on data confidentiality under Article 11 of the Consultancy Services Contract.

<b>Name and Surname:</b>	
<b>Team Position:</b>	
<b>Signature:</b>	

Date: \_\_\_\_\_ 2014

<b>Name and Surname:</b>	
<b>Team Position:</b>	
<b>Signature:</b>	

Date: \_\_\_\_\_ 2014

<b>Name and Surname:</b>	
<b>Team Position:</b>	
<b>Signature:</b>	

Date: \_\_\_\_\_ 2014

#### **4 – C Approval of the Employer for change of executor**

Employer - Javno preduzeće “Elektroprivreda Srbije” Beograd and Service Provider - \_\_\_\_\_ have concluded on \_\_\_\_\_ Consultancy Services Contract \_\_\_\_\_ No. \_\_\_\_\_ (hereinafter referred as: Basic Contract), after open public procurement procedure No \_\_\_\_\_.

In accordance with Article 9 of the Basic Contract, Service Provider has submitted to Employer in written form on \_\_\_\_\_ the justified request for change of executors of consultancy services.

In the attachment to the request the Provider of Services shall submit CVs and certificates on referent experience of newly proposed executors, as well as amended annexes 4A, 4B, 5 and 7 of the Contract, in Serbian and English language.

Authorized representative of the Employer for monitoring of implementation of consultancy services has considered the submitted forms and annexes, based on which he gives its consent and approves proposed changes of executors. In relation to this approval and

submitted amended annexes of the Basic Contract separate annex in accordance with Article 9 item 6 of the Basic Contract shall not be concluded.

**ANNEX 5 TO THE CONTRACT**

**PRICE STRUCTURE**

**ANNEX 6 TO THE CONTRACT**

**NON-DISCLOSURE AGREEMENT**

**ANNEX 7 TO THE CONTRACT**

**CONTRACT ON JOINT SERVICE EXECUTION**