*Pursuant to Article 63 paragraph 5 and Article 54 of the Public Procurement Law (“Official Gazette of RS”, no. 124/12, 14/15 and 68/15), Article 2 of the Rulebook on Mandatory Elements of the Tender Documents in Public Procurement Procedures and Manner of Proving Fulfilment of Requirements (“Off. Gazette RS” No. 86/15), the Decision Initiating Public Procurement Procedure No. 12.01.83616/2-15 dated 09.12.2015, Decision on establishing the Public Procurement Committee No. 12.01.83616/3-15 dated 09.12.2015, due to amendments to technical specification, the following forms: tender, price structure and model contract in Tender Documents filed under number 12.01.15011/2-16 dated 14.01.2016 for the public procurement of services with accompanying goods “Information system to support generation and sale of electricity (the Phase 2) and modernization of control and information SCADA system (hereinafter referred to as: “EISSSE” or “System” (the combined procurement of services and goods in accordance with Article 6a of the Law), the following tables and points are amended:*

* Table “definitions“ on page 4/110
* *1. General data on public procurement on page 8/110*
* *2.6. Tender submission deadline and tender opening* *on page 11/110*
* *2.10. Deadline and manner of execution and delivery of goods, on page 13/110*
* *2.28. Data on the Tender content, page XX of YYY*
* *3. CONTRACT AWARDING CRITERIA, on page 26/110*
* *3.1. Evaluation method, on page 26/110*
* *5. TYPE, TECHNICAL CHARACTERISTICS AND SPECIFICATION OF THE PUBLIC PROCUREMENT SUBJECT, on page 50/110*
* *5.1. SUBJECT OF THE INVITATION, on page 50/110*
* *5.2.3. EISSSE Project, on page 54/110*
* *5.2.8. EISSSE PMS – pilot (mandatory functionality requirements), on page 57/110*
* *5.2.9. EISSSE CDS roll-out + advanced functionalities (mandatory functionality requirements), on page 58/110*
* *5.2.10. EISSSE CPS roll-out + advanced functionalities (mandatory functionality requirements), on page 59/110*
* *5.2.11. EISSSE PMS roll-out + advanced functionalities (mandatory functionality requirements), on page 59/110*
* *Table on page 61/110, Phase 2 - EISSSE Target Concept for CDS*
* *Table on page 62/110, Phase 3 - Analyses & Requirements Specification for CPS*
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* *Table on page 64/110, Phase 5 - EISSSE CDS - pilot*
* *Table on page 65/110, Phase 6 - EISSSE CDS – pilot*
* *Table on page 66/110, Phase 7 - EISSSE PMS – pilot*
* *Table on page 66/110, Phase 8 - EISSSE CPS – rollout + advanced functionalities*
* *Table on page 67/110, Phase 9 - EISSSE CDS – rollout + advanced functionalities*
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* *5.2.11. Expected High-Level EISSSE Project Schedule, on page 71/110*
* *5.2.12. EISSSE HW, OS, DB, SSSW, on page 73/110*
* *Form 2: Tender Form on page 77/110;*
* *Form 4: Price Structure on page 81/110;*
* *Form 9: Service Execution Time Schedule on page 91/110*
* *Model Contract on page 96/110,*

*and for the purpose of preparation of acceptable tenders the Committee has prepared the consolidated version of Tender Documents and it reads:*

**I**

**“FIRST AMENDMENT TO**

TENDER DOCUMENTS OF

THE EMPLOYER

Public Enterprise Electric Power Industry of Serbia, Belgrade

**(consolidated version)**

**FOR THE PUBLIC PROCUREMENT OF**

**SERVICES WITH ACCOMPANYING GOODS**

**Information system to support generation and sale of electricity (the Phase 2) and modernization of control and information SCADA system**

**- UNDER AN OPEN PROCEDURE -**

**PUBLIC PROCUREMENT No. 1000/0156/2015**

(Filed in PE EPS under No. 12.01.15011/11-16 dated 01.02.2016.)

**Belgrade, February 2016**

Pursuant to Article 32 and 61 of the Public Procurement Law (“Off. Gazette RS” No. 124/12, 14/15 and 68/15, hereinafter referred to as: the Law), Article 2 of the on Mandatory Elements of the Tender Documents in Public Procurement Procedures and on Manner of Proving Fulfilment of Requirements (“Off. Gazette RS” No. 86/15), the Decision Initiating Public Procurement Procedure No. 12.01.83616/2-15 dated 09.12.2015 and Decision on establishing the Public Procurement Committee for the public procurement No. 12.01.83616/3-15 dated 09.12.2015 is prepared the following:

**T E N D E R D O C U M E N T A T I O N**

for public procurement of services with accompanying goods under an open procedure

“Information system to support generation and sale of electricity (the Phase 2) and modernization of control and information SCADA system“

Number of PP/1000/0156/2015

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**DEFINITIONS**

| **Concept** | **Abbreviated Form** | **Definition** |
| --- | --- | --- |
| Central Dispatching System | CDS | IT system for remote monitoring and power generation control of multiple power plants. IT system is located at dispatch center, usually at company headquarter. |
| Central Planning System | CPS | IT system for planning of power generation. The output of planning process is a daily schedule of power to be generated by each individual power plant or group of units. |
| Distributed Control System | DCS | Control system for unit control at hydro and thermal power plants. |
| Energy Sector | ENES | Project in the energy sector, defined as a project for electricity or gas utility company. |
| Electricity Sector | ELES | Project for the electricity utility company |
| Information System to Support Sale of Electricity | ISSSE | Information system to support sale of electricity |
| EISSSE Project or Project | EISSSE project | Procurement of the Information system to support the sale of electricity with following three items to be procured within this tender as one package altogether:  1. EISSSE Licenses – Procurement of licenses to the existing EISSSE solution with the minimum required and mandatory functionality defined in Section 5.2 of this document,  2 EISSSE Implementation Services – PE EPS analysis requires, specification, adjustment of the existing EISSSE solution and/or development and implementation of services defined in Section 5.2 of this document,  3 EISSSE visualization infrastructure for central dispatch system - technical specification and integration with EISSSE solution as defined in section 5.2 of this document, |
|  | KPI | Key Performance Indicators |
| Supervisory Control and Data Acquisition | SCADA | A type of industrial control system (ICS) |
| MD | MD | Man Day |
| Generation management system | GMS | System allowing archiving and visualization of production data. |
| MD | MD | Man Day |
|  |  |  |
| **Regional Scope Definitions** |  |  |
| Reference Region | RR | Reference region of Central and Southeast Europe: Albania, Bulgaria, Bosnia & Herzegovina, Croatia, Czech Republic, Greece, Hungary, Macedonia, Montenegro, Poland, Romania, Serbia, Slovakia, Slovenia, Turkey. |
| European Union | EU | Current 28 member states of the European Union. |
| Reference Region and European Union | RREU | Countries belonging to the Reference Region and the European Union. |
| **Other Definitions** |  |  |
| Numbers |  |  |
| €1m |  | EUR 1,000,000.00 |
| €500k |  | EUR 500,000.00 |
| ‘≥€1m’ |  | Worth at least EUR 1,000,000.00 |
|  | MIO | Million |
| Value of IT Projects (use of numbers in brackets {}) | ‘≥€1m {300k}’ | The higher number refers to IT project value including services and software, but excluding hardware and the lower value refers to IT services only, excluding both software and hardware. Hence, ‘each ≥€1m {300k}’ should be read as ‘each ≥€1m (including services and software, excluding hardware) or each ≥€300k (including services only)’, and so forth. |
| Reference Date Acceptance |  | Time period is 5 years and it is counted from 1 January of the first reference year. ‘5 years’ refers to a period from 1-Jan-2010 to 31-Dec-2014. For clarification, the projects in this case must have finished during this period, but not necessarily started after 1-Jan-2009. |
| Terms of Reference | TOR |  |
| Enterprise Resource Planning | ERP |  |
| Value Added Tax | VAT |  |
| Public Enterprise EPS | PE EPS |  |

# GENERAL PUBLIC PROCUREMENT DATA

1. Subject of the Public Procurement: services with accompanying goods “Information system to support generation and sale of electricity (the Phase 2) and modernization of control and information SCADA system” (hereinafter referred to as: “EISSSE“ or “System“)“ (mixed supply of services and goods as per Article 6а of the Law)

Procurement of the EISSSE consists of the following four items to be procured within this tender as one package altogether referring to the “EISSSE project“ or “Project“:

1. Software Licenses – for standard EISSSE solution with the minimum required and mandatory functionality defined in Section 5.2 of the Tender Documents,
2. Implementation Service – Employer’s requirements analysis, specification, adjustment of the standard EISSSE solution and/or development and implementation of services defined in Section 5.2 of the Tender Documents,
3. Visualization infrastructure for central dispatch room – technical specification and integration with EISSSE solution defined in Section 5.2 of the Tender Documents,
4. Description of each lot, if the subject Public Procurement is divided into lots: none

# INSTRUCTION TO TENDERERS ON HOW TO PREPARE THE TENDER

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

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

Type, technical characteristics and specification of the public procurement subject are provided under Section 5 of the Tender Documents.

## INFORMATION ON THE LANGUAGE IN PUBLIC PROCUREMENT PROCEDURE

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

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

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

* 1. **TENDER PREPARATION METHOD AND THE TENDER FORM FILLING INSTRUCTIONS**

The Tenderer shall prepare its tender by clearly and unambiguously, legibly written by hand, typed on a computer or a typewriter, entering requested data into forms or according to forms representing an integral part of the Tender Documents and certified it by the seal and signature of legal representative, another representative entered in the register of the competent authority or person authorized by the legal representative with submission of Power of Attorney in tender.

Tenderer shall state in the Tender Form (Form 2 of the Tender Documents): total price without VAT, tender validity period, as well as the other Tender Form elements.

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

Tenderer shall initial each tender page on both sides. It is desirable that Tenderer number each tender page by ordinal numerals, including blank pages, by hand, computer or a typewriter. Evidences attached to the tender, which cannot be damaged, numbered due to its importance (e.g. bank guarantee, promissory notes), shall be put in a special plastic pocket, while this plastic pocket shall be visibly numbered by ordinal numerals of the Tender page. The plastic pocket shall be glued at the top to protect the important evidence which cannot be damaged due to its importance.

Tenderer shall submit the tender with evidence certifying the fulfilment of the Tender Documents conditions in a closed and sealed envelope, so that it can be verified with certainty that it was opened for the first time, to the following address: Javno preduzeće „Elektroprivreda Srbije“, 11000 Beograd, Srbija, Balkanska No. 13, PAK103925 - Records Division – labeled with: “Tender for the Public Procurement Information system to support generation and sale of electricity (the Phase 2) and modernization of control and information SCADA system - Public Procurement number 1000/0156/2015 - DO NOT OPEN“.

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

In case that the tender is submitted by a group of Tenderers, it is necessary to indicate on the back of the envelope that it is a group of Tenderers and to list the names and addresses of all participants in the joint tender.

## TENDER SUBMISSION, AMENDEMENT, ADDITION AND CANCELLATION

Tenderer may submit only one Tender.

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

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

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

The Tenderer who is the member of the group of Tenderers may not simultaneously participate as a subcontractor. In the event that the Tenderer acts contrary to these instructions, each tender it participates shall be rejected.

Within the tender submission period, the Tenderer may amend or supplement an already submitted tender in writing to the Employer’s address, labelled with ‘AMENDEMENT – ADDITION – the Tender for the public procurement of Information system to support generation and sale of electricity (the Phase 2) and modernization of control and information SCADA system - Public Procurement number 1000/0156/2015 – DO NOT OPEN“.

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

Within the tender submission period, the Tenderer may revoke its already submitted tender in writing to the Employer’s address, labelled with: ‘CANCELLATION - Tender for the public procurement of Information system to support generation and sale of electricity (the Phase 2) and modernization of control and information SCADA system - Public Procurement number 1000/0156/2015 – DO NOT OPEN“.

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

If the Tenderer amends or revokes the submitted tender after the tender submission period has expired, the Employer shall collect the security instrument provided as Tender Bond.

## LOTS

Subject Public Procurement is not formed per lots.

## TENDER WITH VARIANTS

Tender with variants is not permitted.

## TENDER SUBMISSION DEADLINE AND TENDER OPENING

Employer has issued Pre-Announcement No. 1650/1-15 dated 23.03.2015, on Intent to implement the subject procurement at the Public Procurement Portal and website of the Employer.

A timely tender is deemed to be a tender received and sealed with a receipt stamp by the Employer’s records division, no later than 12hrs within 20 (in words: twenty) days from the day of publishing Invitation to Tender on Public Procurement Portal, regardless of the sending method.

Having in mind that the Invitation to Tender for subject procurement was published on 14.01.2016. the Public Procurement Portal, the deadline for Tender submission is **03.02.2016. until 12:00 hrs.**

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

Public Procurement Committee shall open timely submitted tenders publicly on **03.02.2016. at 12:30hrs**  at the premises of Javno preduzeće “Elektroprivreda Srbije“, Beograd, Balkanska 13.

Tenderers’ representatives taking part in the public tender opening procedure shall prior to the public tender opening procedure submit a power of attorney in writing for the participation in this procedure to the Public Procurement Committee issued on the Tenderer’s letterhead, filed, sealed and signed by the authorized person of Tenderers’ representatives taking part in the public tender opening procedure shall prior to the public tender opening procedure submit a Power of Attorney in writing for the participation in this procedure to the Public Procurement Committee issued on the Tenderer’s letterhead, filed, sealed and signed by the authorized person of the Tenderer or another representative entered in the register of the competent authority or person authorized by the legal representative with submission of Power of Attorney in tender.

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

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

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

## SUBCONTRACTORS

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

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

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

Each Subcontractor, engaged by Tenderer, must fulfil conditions under Article 75 paragraph 1 items 1), 2) and 4) of the Law, which is proved by submitting Statement stated in the section Requirements for Participation under Article 75 and 76 of the Law and Instruction how to prove the fulfilment of these requirements.

Additional conditions relating to capacities shall be met by the Tenderer independently, regardless of the subcontractors.

All forms in the Tender shall be signed and certified by the Tenderer, except Form 3 and Form 7, which shall be filled in, signed and certified by every Subcontractor on its own behalf.

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

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

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

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

## GROUP OF TENDERERS (JOINT TENDER)

In the case that several tenderers submit a joint tender, they need to submit a Joint Procurement Execution Contract as the integral part of the tender, commit between themselves and towards Employer to joint execution of procurement, which mandatory has to contain information stipulated by Article 81 paragraph 4 and 5 of Public Procurement Law, as follow:

* + Data on the member of the Group that shall be the Holder of the work i.e. that shall submit the tender and that shall represent the Group of Tenderers before the Employer.
  + unlimited joint liability of each member towards the Employer according to the Law.

Each Tenderer from the Group of Tenderers that submit a joint tender needs to fulfil the requirements under Article 75 paragraph 1 items 1), 2) and 4) Закона, of the Law, and prove it by submitting a Statement stated in the section Requirements for Participation under Article 75 and 76 of the Law and Instruction how to prove the fulfilment of these requirements. Conditions regarding capacity, in accordance with Article 76 of the Law, shall be fulfilled jointly by Tenderers from the Group of Tenderers, on the basis of submitted proves stated in Tender Documents.

In the event of joint tender by a Group of Tenderers all forms are signed and certified by a member of the Group of Tenderers nominated as the Holder of the work in the Agreement of the members of the Group of Tenderers, except from Form 1 and Form 3 filled in, signed and certified by each member of the Group of Tenderers on its own behalf.

## METHOD AND TERMS OF INVOICING AND PAYMENT

Tender must contain the method and terms of payment by the Tenderer stated in the Tender Form (Form 2 of the Tender Documents).

Invoice issuing by the Tenderer shall be made within 3 (three) days from the mutual signing of the Minute on Quantitative and/or Qualitative acceptance of goods/services (hereinafter referred to as: the Minute).

In case the price is expressed in EUR, the domestic Tenderer shall done invoicing in RSD calculated at the middle rate of the National Bank of Serbia on the date of the transaction, or the date of signing of the Minute. Payment is made within the lawful period of up to 45 (forty five) days of a correct issued invoice receipt on the basis of the signed and verified Minute, in accordance with the provisions of the contract, by the authorized representatives of the Employer and the Tenderer.

All payments to the domestic Tenderer are to be made in RSD by payment on account of the Tenderer. Payment of the contracted value for the prices expressed in EUR, will be made to the domestic Tenderer in RSD at the middle exchange rate for EUR of the National Bank of Serbia on the payment date.

In the event that the Tenderer is a foreign person, payment to the non-resident is to be made by the Employer after deduction of income tax with withholding to the contracted value in accordance with the tax laws of the Republic of Serbia. The contract value is considered as a gross value.

The Tenderer, a foreign person is required to submit to the Employer evidence on the status of the resident country of domicile with a proof of residency certified by the competent authority of the domicile country in the form specified by regulations of the Republic of Serbia or a certified translation of the form prescribed by the competent authority of the service Provider’ domicile country, and evidence that he is the real owner of income, if the Republic of Serbia with domicile country of the Tenderer-nonresident signed the Contract on avoiding of double taxation. Concluded Contract on avoiding of double taxation have been published on the website of the Ministry of Finance ([www.mfin.gov.rs/pages/issue.php](http://www.mfin.gov.rs/pages/issue.php)? or [www.poreskauprava.gov.rs/sr/.../ugovori-dvostruko-oporezivanje](http://www.poreskauprava.gov.rs/sr/.../ugovori-dvostruko-oporezivanje)). In the event that the Tenderer - nonresident of RS fails to submit proof of residency status and that he is the real owner of income or with domicile country of the Tenderer was not concluded Contract on avoiding of double taxation, the Employer will calculate and suspend from the payment income tax withholding at the full rate in accordance with the tax legislation of the Republic of Serbia, which are published on the website of the Ministry of Finance ([www.mfin.gov.rs/закони](http://www.mfin.gov.rs/закони)).

In the Tender Form (Form 2 of the Tender Documents) should be quoted the percentage of the total price or amount, for each phase of services performance and deliveries of goods specified in Execution Services Time Schedule (Form 9 of the Tender Documents, hereinafter referred to as: Time Schedule).

If in the Tender Form is specified different method and terms of payment, the Tender will be rejected as unacceptable.

## DEADLINE AND MANNER OF EXECUTION AND DELIVERY OF GOODS

The subject public procurement deadline of services implementation is foreseen as a condition for participation in the procedure and means that the implementation services that are the subject of procurement must be made within at least 6 (six) and a maximum of 8 (eight) months from the Contract entry into force.

If the Tenderer offers deadline for execution of services implementation shorter than 6 or longer than 8 months, the Tender will be rejected as unacceptable.

The deadline to start executing implementation services cannot be longer than 5 (five) days from the Contract entry into force.

The deadline for delivery of licenses shall not exceed five (5) days from the of Contract entry into force.

The Tender must contain the deadlines of services ecexution and delivery of goods stated by the Tenderer in the Tender Form (Form 2 of the Tender Documents) and must be aligned with the phases of the Time Schedule (Form 9 of the Tender Documents).



## SERVICES EXECUTION TIME SCHEDULE

Tenderer shall submit within a separate annex Service Execution Time Schedule (Form 9 of the Tender Documents) per implementation phases, considering service execution deadlines as per item 2.10 of this Instruction.

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

## STAFF ENGAGEMENT AND WORK PLAN

The Tenderer shall propose in its tender a detailed Work Plan with Approach & Methodology according to phases, description of breakdown of resources and activities within modules defined in the Terms of References, overview of fields for which staff will be engaged, overview of staff engagement based on man-days, logical sequence of activities in accordance with the Work Plan according to phases from the Terms of References (Section 5.2 of the Tender Documents).

The Tenderer shall propose engaged project team which would be in compliance with project methodology and criteria for Management Staff (item 3.1 of Section 3.) as well as Operational Team Composition (Section 3.2 of Section 3.).

The Tenderer shall state qualification structure, function and team member engagement time in the List of Engaged Persons being responsible for Contract execution (Form 10 of the Tender Documents) together with CVs of those persons in Form 10.1 of the Tender Documents.

## PRICE

The price shall be expressed in RSD, without value added tax (VAT).

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

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

The offered price shall be fixed and cannot be changed for the duration of the contract.

The offered price is a gross price and must cover and include all costs that the Tenderer has in procurement realization.

In the Form “Price Structure” (Form 4 of the Tender Documents) must be quoted the structure of prices according to the table in the same Form, while in the Tender Form (Form 2 of the Tender Documents) should be quoted the total offered price.

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

## FINANCIAL SECURITY INSTRUMENTS

The Tenderer shall submit the following financial security instruments:

1. **Within the offer:**

* ***Tender Bond***

The Tenderer should provide original Tender Bond in the amount 5% of the offered price without VAT.

Tender Bond shall be irrevocable, unconditional and payable at first demand, valid at least 90 (in letters: ninety) days as of tender opening date.

Employer shall collect Tender Bond submitted with Tender if:

1. The Tenderer after the deadline for submission of Tenders withdraw, revoke or amend its offer, or
2. The Tenderer to whom the contract was awarded does not sign or refuses to sign the public procurement contract in due time, or
3. In case, the Tenderer fails to submit the required guarantee provided for the contract.

Where the head office of the bank guarantor is in the Republic of Serbia, in the event of a dispute under this Guarantee, jurisdiction of the court in Belgrade shall be recognised and the substantive law of the Republic of Serbia shall be applied.

Where the head office of the bank guarantor is outside the Republic of Serbia, in the event of a dispute under this guarantee, jurisdiction of the International Commercial Arbitration at the Serbian Chamber of Commerce shall be recognised, and application of its Regulations and procedural and substantive law of the Republic of Serbia.

The submitted bank guarantee may not include additional terms for payment, a shorter deadlines, less amount or altered territorial jurisdiction for disputes resolving.

The Tenderer may submit a bank guarantee only if to that bank is allocated a credit rating which corresponds to at least the credit quality of 3 (investment rank).

The bank guarantee shall be returned to the Tenderer with whom contract was signed a immediately after signing the contract with the Tenderer whose tender was selected as the most eligible, and the Tenderer with whom the contract was concluded within eight days from the date of submission to the Employer security instruments for execution of contractual obligations which are requisted by the Contract.

OR

* ***Bill of Exchange (domestic tenderers)***

1. blank Bill of Exchange which must be:
   * issued with the clause “without objection” and “without Report“
   * signed by the legal representative or a person authorized by the legal representative, in the manner prescribed by the Law on Bills of Exchange ("Off. Gazette of the SFRY " no. 104/46, "Off. Gazette of the SFRY" Nos. 16/65, 54/70 and 57 / 89 and "Off. Gazette SRY" no. 46/96, Off. Gazette SCG no. 01/03 Cons. Charter)
   * registered in the Register of Bills of Exchange maintained by the National Bank of Serbia in accordance with the Decision on detailed conditions, content and manner of keeping the register of Bills of Exchange ("Off. Gazette of RS" no. 56/11) and it documents by certified claim to the commercial bank to register Bills of Exchange with a specific serial number, the grounds for issuing Bills of Exchange and promissory note authorization (No. JN) and the amount from the base (item 4, paragraph 2 of the Decision).
2. Bills of Exchange letter-authorization which must be issued on the basis of the Law on Bills of Exchange and items 1, 2 and 6 of “Decision on the form, content and manner of using of unique payment instruments", and it by using of Bills of Exchange Form letter-authorization (Form 5 of the Tender Documents ) making its integral part. Bills of Exchange letter must be irrevocable and unconditional power of attorney by which Tenderer authorizes the Employer that it may, without protest, objections and cost, fill-in and charge the bill of exchange to the amount of 5% of the Tender value excluding VAT, within no later than the expiration of 90 (in words: ninety) days from the tenders opening day, considering that a possible extension of the tender validity period has to result in the extension of the bill of exchange and bills of exchange n authorization for the same number of days.
3. A copy of a valid specimen card of authorized persons to access funds from the account of the Tenderer and with commercial banks certified on the date of bills of exchange and bills of exchange authorization issuing;
4. A copy of the OP form for legal representatives and the persons authorized to sign bills of exchange/ authorization (Notarized signatures of authorized persons);
5. The authorization by which the legal representative of the person authorized to sign the bills of exchange and bills of exchange authorization for a specific job, in case the bill and bills of exchange authorization is not signed by the legal representative of the Tenderer;
6. Verified application for registration of Bills of Exchange by a commercial bank that has made the registration of Bills of Exchange in the Register of Bills of Exchange and authorization with the National Bank of Serbia provided that in “The basis and amount from the base/currency” should be MANDATORY stated:

* in the column "The basis of issuing Bills of Exchange” has to be cited: participation in the public procurement JP „Elektroprivreda Srbije“ Beograd, PP No. 1000/0156/2015, all in accordance with the Decision on detailed conditions, content and manner of keeping the Register of Bills of Exchange ("Official Gazette of the Republic of Serbia ", No. 56/11).
* in the column “Amount” has to be MANDATORY specified the amount to which the Bill of Exchange is issued;
* in the column “Currency” has to be MANDATORY specified the currency in which the Bill of Exchange is issued;

Bill of Exchange can be charged in the following cases:

* if the Tenderer withdraws, modify or amend its tender accepted by the Employer
* in the event that the Tenderer of the accepted tender, refuses to sign the contract within a specified period;
* in the event that a Tenderer does not submit the required guarantee provided for by the Contract.

Bill of Exchange shall be returned to the Tenderer with whom contract was signed a immediately after signing the contract with the Tenderer whose tender was selected as the most eligible, and the Tenderer with whom the contract was concluded within eight days from the date of submission to the Employer security instruments for execution of contractual obligations which are requisted by the Contract.

OR

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

The Tenderer shall ensure payment for tender bond as deposit in the amount equal to 5% of the tender value, excluding VAT, to the account of the Employer (for payments in RSD, account No.160-700-13 with Banca Intesa AD Beograd, and for payments in EUR, according to the following instructions:

*56: Intermediary: BCITITMM, INTESA SANPAOLO SPA, MILANO, ITALY*

*57: Account with institution: DBDBRSBG, BANCA INTESA AD, Beograd*

*59: Beneficiary: /RS35160005030000152939 , ELEKTROPRIVREDA*

*SRBIJE JP, Carice Milice 2, Beograd, Republic of Serbia*

with Banca Intesa AД Бeoгрaд) and to submit evidence on effected payment in the Tender.

All banking costs regarding payment and refund of deposits bears Tenderer.

Paid amounts shall be returned to the Tenderer with whom contract was signed a immediately after signing the contract with the Tenderer whose tender was selected as the most eligible, and the Tenderer with whom the contract was concluded within eight days from the date of submission to the Employer security instruments for execution of contractual obligations which are requisted by the Contract.

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

1. **During Contract signing**

* **Bank Performance Bond**

The selected Tenderer shall deliver to the Employer an irrevocable, unconditional (without the right to objection) and payable upon first demand performance bond against the amount of 10% of total value of the contract, exclusive of VAT.

The stated Bank Performance Bond shall be submitted by Tenderer during Contract signing or not later than 8 (eight) days after the Contract signing.

Bank Performance Bond shall be valid at least 30 (thirty) days longer than the agreed works execution deadline.

If during Contract implementation time for contractual obligation execution is extended, guarantee validity period must also be extended.

Submitted Bank Performance Bond may not include additional terms for payment, shorter deadlines, lower amount or changed territorial jurisdiction for solving disputes.

In the event that awarded Tenderer fails to meet the undertaken contractual obligations within specified deadlines and in a manner provided in the Contract, the Employer is authorised to collect on Bank Performance Bond.

Where the head office of the bank guarantor is in the Republic of Serbia, in the event of a dispute under this Guarantee, jurisdiction of the court in Belgrade shall be recognised and the substantive law of the Republic of Serbia shall be applied.

Where the head office of the bank guarantor is outside the Republic of Serbia, in the event of a dispute under this guarantee, jurisdiction of the International Commercial Arbitration at the Serbian Chamber of Commerce shall be recognised, and application of its Regulations and procedural and substantive law of the Republic of Serbia.

Awarded Tenderer may submit Guarantee of the foreign bank only if such bank shall at least have a credit rating with the credit quality of 3 (investment rank).

OR

* ***Bill of Exchange (domestic tenderers)***

1. blank Bill of Exchange which must be:
   1. issued with the clause “without objection” and “without Report“
   2. signed by the legal representative or a person authorized by the legal representative, in the manner prescribed by the Law on Bills of Exchange ("Off. Gazette of the SFRY " no. 104/46, "Off. Gazette of the SFRY" Nos. 16/65, 54/70 and 57 / 89 and "Off. Gazette SRY" no. 46/96, Off. Gazette SCG no. 01/03 Cons. Charter)
2. registered in the Register of Bills of Exchange maintained by the National Bank of Serbia in accordance with the Decision on detailed conditions, content and manner of keeping the register of Bills of Exchange ("Off. Gazette of RS" no. 56/11) and it documents by certified claim to the commercial bank to register Bills of Exchange with a specific serial number, the grounds for issuing Bills of Exchange and promissory note authorization (No. JN) and the amount from the base (item 4, paragraph 2 of the Decision).
3. Bills of Exchange letter-authorization which must be issued on the basis of the Law on Bills of Exchange and items 1, 2 and 6 of “Decision on the form, content and manner of using of unique payment instruments", and it by using of Bills of Exchange Form letter-authorization (Form 5 of the Tender Documents ) making its integral part. Bills of Exchange letter must be irrevocable and unconditional power of attorney by which Tenderer authorizes the Employer that it may, without protest, objections and cost, fill-in and charge the bill of exchange to the amount of 5% of the Tender value excluding VAT, within no later than the expiration of 90 (in words: ninety) days from the tenders opening day, considering that a possible extension of the tender validity period has to result in the extension of the bill of exchange and bills of exchange n authorization for the same number of days.
4. A copy of a valid specimen card of authorized persons to access funds from the account of the Tenderer and with commercial banks certified on the date of bills of exchange and bills of exchange authorization issuing;
5. A copy of the OP form for legal representatives and the persons authorized to sign bills of exchange/ authorization (Notarized signatures of authorized persons);
6. The authorization by which the legal representative of the person authorized to sign the bills of exchange and bills of exchange authorization for a specific job, in case the bill and bills of exchange authorization is not signed by the legal representative of the Tenderer;
7. Verified application for registration of Bills of Exchange by a commercial bank that has made the registration of Bills of Exchange in the Register of Bills of Exchange and authorization with the National Bank of Serbia provided that in “The basis and amount from the base/currency” should be MANDATORY stated:

* in the column "The basis of issuing Bills of Exchange” has to be cited: participation in the public procurement JP „Elektroprivreda Srbije“ Beograd, PP No. 1000/0156/2015, all in accordance with the Decision on detailed conditions, content and manner of keeping the Register of Bills of Exchange ("Official Gazette of the Republic of Serbia ", No. 56/11).
* in the column “Amount” has to be MANDATORY specified the amount to which the Bill of Exchange is issued;
* in the column “Currency” has to be MANDATORY specified the currency in which the Bill of Exchange is issued;

Said bill of exchange tenderer submits during Sontract signing or at the latest within eight days as of the Contract signing.

Bill of Exchange can be charged in the case the Tenderer does not fulfill his contractual obligations within deadlines and in the manner required by the Contract.

All expenses relating to obtaining security instrument shall be borne by the Tenderer, and the same can be listed in the Form of costs for Tender preparation (Form 6 of the Tender Documents).

All financial security instruments may be issued to the member of the Group of Tenderers of specified Agreement on the joint execution of procurement or tenderer, but not to the Subcontractor.

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

If during the term of the Contract are changed deadlines for the execution of contractual obligations, validity of the bank guarantee/bill of exchange must be extended.

## ADDITIONAL INFORMATION AND CLARIFICATIONS

Tenderer may require additional information or clarifications in written form regarding Tender preparation, no later than five days prior to the Tender submission deadline, at the address of the Employer, with the label: “CLARIFICATION – Invitation for the Public Procurement number 1000/0156/2015“ or via e-mail address to: [ana.draskovic@eps.rs](mailto:ana.draskovic@eps.rs), [sanja.alikalfic@eps.rs](mailto:sanja.alikalfic@eps.rs) during working days (Monady - Friday) from 08 to 16 hours. Request for clarification received after this time or during weekends/non-working day will be recorded as received on the next working day. In the request for clarification interested party may indicate to the Employer possible deficiencies and irregularities in the tender documents.

The Purchaser shall, within three days of receipt of the application published on the Public Procurement Portal and its website.

Communication in the procurement process is carried out in the manner prescribed in Article 20 of the Law.

## ADDITIONAL EXPLANATION, CONTROL AND PERMITTED CORRECTIONS

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

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

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

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

## NEGATIVE REFERENCES

Employer may reject the tender if it has the evidence that tenderer in the previous three years prior to issuing of the Invitation for tenders submission, in the public procurement procedure:

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

Employer shall reject the tender if it has the evidence confirming that the tenderer did not fulfil its obligations under previously concluded public procurement contracts referring to the same subject of procurement, for the period of three previous years prior to the issuing of the Invitation for tenders submission.

Evidence of the stated can be:

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

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

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

## COMPLIANCE WITH LABOUR LAW REGULATIONS AND OTHER REGULATIONS

Tenderer shall when preparing the Tender explicitly state that it complied with all valid regulations on safety at work, employment and working conditions, environmental protection, as well that it was not prohibited from performing the activity in force at the time of tender submission (Form 3 of the Tender Documents).

The tenderer shall act in accordance with the applicable policies of information security by the Employer during the implementation of the EISSSE project.

## PATENT USE FEE

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

## TENDER VALIDITY PERIOD

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

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

## CONTRACT SIGNING DEADLINE

The Employer shall deliver the public procurement contract to the Tenderer to whom the contract was awarded within 8 (eight) days from the expiry of deadline for submission of request for protection of rights.

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

The Employer may conclude, before expiry of the deadline for submission of the request for protection of rights, the contract on public procurement in the event of fulfilment of conditions from Article 112 paragraph 2 item 5 of the Law.

## CONFIDENTIAL DATA LABELLING METHOD

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

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

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

The Employer shall treat as confidential the documents labelled in capital letters with “CONFIDENTIAL” in the upper right corner.

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

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

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

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

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

## TENDER COSTS

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

Tenderer may include in its Tender the total amount and structure of costs for Tender preparation in such so as to be filled in, signed and certified by the seal of the Form of tender preparation costs (Form 6 of the Tender Documents).

If the procurement procedure has been ceased for reasons that are on the side of the Employer, the Employer shall reimburse to the Tenderer cost for making samples or models, if they are made in accordance with the technical specifications of the Employer and cost for obtaining security instruments, provided that the Tenderer asked for reimbursement of these costs in its tender.

## PRICE STRUCTURE FORM

The Tender shall indicate the price structure by filling in, signing and stamping Form 4 of the Tender Documents.

## MODEL CONTRACT

In accordance with provided Model Contract (Section 7 of the Tender Documents) and elements of the most favourable Tender, Public Procurement Contract shall be signed.

Tenderer is obliged to fill in, sign and stamp the given Model Contract and submit it with the Tender, otherwise Tender shall be rejected as unacceptable.

## AMENDMENTS DURING CONTRACT DURATION

The Employer may after the signing of the public procurement contract without the public procurement procedure increase the procurement subject scope to the limits prescribed by Article 115, paragraph 1 of the Public Procurement Law.

In all the above cases, the Employer shall make Decision amending the contract containing the information in accordance with Annex 3L of the Law and publish the latter within three days of the adoption at the Public Procurements Website and submit a report to the Public Procurement Office and the State Audit Institution.

## REASONS FOR REJECTION OF THE TENDER AND PROCEDURE CANCELLATION

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

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

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

## DATA ON THE TENDER CONTENT

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

* Filled in, signed and stamped form of “Statement on Independent Tender”
* Filled in, signed and stamped form of “Tender Form“
* Filled in, signed and stamped form of statement in accordance with Article 75 of paragraph 2 of the Law
* Filled in, signed and stamped form “Price Structure“
* Filled in, signed and stamped form of “Form of Costs for Tender Preparation “, if applicable
* Filled in, signed and stamped form of “Statement on fulfilment of conditions from art. 75 of the Publec Procurement Law“
* Filled in, signed and stamped form of “Tenderers Reference List“
* Filled in, signed and stamped form of “Certificate”, issued by the prior Employers
* Filled in, signed and stamped form of “Service Execution Time Schedule“
* Filled in, signed and stamped form of “List of Engaged Persons to be Responsible for Contract Implementation“
* Signed and stamped “Model Contract“
* Forms, statements and evidence defined in item 2.7 or 2.8 of these instructions in the event that the Tenderer submits the Tender with subcontractor or joint Tender is submitted by the group of Tenderers
* Financial security instruments for the Tender Bond in accordance with item 2.14. of these instructions and Form 5.
* Evidence and forms for the Tender eveluation in accordance with Section 3 of the Tender Documents
* Evidence on fulfilment from Article 76 of the Law in accordance with Article 77 of the Law and Section 4 of the Tender Documents
* Evidences and statement stipulated in the Section 5 of the Tender Documents.

## SAFEGUARD OF TENDERERS’ RIGHTS

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

The request for the protection of rights may be submitted by a tenderer or an interested party having an interest in the contract award, under the particular public procurement procedure and who has suffered or could suffer damage due to actions of the Employer contrary to the provisions of the Law.

The request for the protection of rights shall be submitted to the Employer, stating “Request for the protection of rights PP. No. 1000/0156/2015“.

copy of the request shall also be submitted by the applicant to the Republic Commission for Protection of Rights under the Public Procurement Procedures, to the following address: 11000 Belgrade, Str. Nemanjina 22-26.

The request for protection of rights shall include:

1. name and address of the applicant and contact person;
2. name and address of the Employer;
3. data on public procurement being the subject of the request or the employer’s decision;
4. violation of the regulation governing the public procurement procedure;
5. facts and evidence to prove the violation;
6. proof of payment of the fee referred to in Article 156 of the Law
7. applicant's signature.

The request for the protection of rights challenging the type of procedure, the contents of the invitation to tender or tender documentation shall be deemed timely if received by the Employer at least seven days before the tender submission deadline, regardless of the method of delivery, and if the applicant in line with Article 63, paragraph 2 of the Law pointed out to the Employer any deficiencies and irregularities, and the Employer has failed to remove the latter.

The request for protection of rights challenging the actions taken by the Employer prior to the tender submission deadline, and after the expiry of the deadline from Article 149 paragraph 3 of the Law shall be considered timely if it is filed no later than the tender submission deadline.

After the contract award decision has been made and the decision to suspend the procedure, the deadline to submit the request for protection of rights is ten days from the date of publication of the decision at the Public Procurements Website.

The request for protection of rights does not restrict further activities of the Employer under the public procurement procedure in accordance with the provisions of Article 150 of the Law.

The Employer shall publish the notice on the request for the protection of rights at the Public Procurements Website and its own website no later than two days from the date of receipt of the request for protection of rights, which includes data from Annex 3LJ of the Law.

The Employer may decide to stop further activities if the request for protection of rights has been submitted, whereby its notice on the request for protection of rights shall state that the further public procurement procedure activities have been suspended.

The applicant shall pay a fee to the account of the budget of the Republic of Serbia (account number: 840-30678845-06, payment code 153 or 253, reference number \_\_\_\_\_\_\_\_\_\_\_, purpose: ZZP, JP EPS, PP. No. 1000/0156/2015, payment recipient: the budget of the Republic of Serbia):

* If by the application for the rights protection is contested public procurement procedure type, the content of the Invitation for tender submission, I.e. the content of the tender documents or the Employer other actions undertaken before the opening of tenders, the fee is RSD 250,000.00, considering that the estimated value of the contract exceeds RSD 120,000. 000.00;
* If by the application for the rights protection are challenged actions taken by the Employer after tenders opening, except of Decisions on the Contract award of public procurement, the amount of the fee is determined by the estimated value of the public procurement (*which tenderers learn in the process of tenders opening*) and 0.1% of the estimated public procurement value;
* If by the application for the rights protection is contested the Decisions on the Contract award of public procurement, the amount of the fee is determined by the offered price of the Tenderer to whom the contract was awarded, and if the price does not exceed RSD 120,000,000.00 the fee is 120,000.00 dinars, and if that price exceeds 120,000,000.00 dinars, the fee is 0.1% of the offered price for the Tenderer to whom the contract was awarded**.**

Instructions for the payment of the fee is publicly available on the website of the Republic Commission for the Protection of Rights in Public Procurement Procedures:

<http://www.kjn.gov.rs/ci/uputstvo-o-uplati-republicke-administrativne-takse.html>

1. **CONTRACT AWARDING CRITERIA**

Contract awarding criteria shall be “**economically most favourable tender**“.

Public Procurement Committee shall evaluate tenders and select the most favourable tender using the defined criterion elements for which the relative importance (weight) is defined so that the maximum sum of weights amounts to 100 (one hundred).

Tenders will be ranked based on the criterion elements and weights defined for these criterion elements and the most favourable tender shall be the one with the highest sum of weights.

The selection of the most favourable tender shall be performed by ranking the tenders based on the following criterion elements and weights defined for those elements:

**1. Total Offered Price**  **40 weights**

**2. Technical Aspect** **40 weights**

2.1 Project Approach & Methodology and Resource &

Work Plan 5 weights

2.2 Case Study – EISSSE implementation – CDC 15 weights

2.3 Case Study – EISSSE implementation – CPS 15 weights

2.4 Case Study – Integration of EISSSE solution

with energy trading and risk management system 5 weights

**3. Engaged Staff Quality** **20 weights**

3.1 Senior Staff 10 weights

* 1. Operational Staff Team Composition 10 weights

## 3.1. EVALUATION METHOD

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

1. **Total Offered Price max. 40 weights**

The price shall be established based on the offered price of all services and goods requested by the Tender Documents.

**Scoring:**

Maximum number of weights for the tender with the lowest price is 40.

For other tenders, the weights number, Ofin, is calculated by relating the tender with the lowest price, Ofin(min), multiplied by the maximum number of weights, 40, and the price offered by the Tenderer, Ofin(op), under evaluation, as follows:

**Ofin = Ofin(min) / Ofin(op) х 40**

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

1. **Technical Aspect max. 40 weights**

Number of weights gained based on criteria sub-elements 2.1, 2.2, 2.3 and 2.4 is being summed up in order to calculate total number of weights for the criterion element 2 Technical Aspect.

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

Approach & Methodology

The Tenderer shall describe the proposed approach and methods required to achieve the given objectives in the Terms of Reference – (Section 5.2 of Tender Documents, hereinafter referred to as: ToR). It should include sequence, management approach and logical structure of project steps to reach project objectives in time (including individual Phase objectives). The following elements shall be defined:

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

Resource & Work Plan

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

It is necessary to:

* Define the resources – staff allocation method with the required qualifications and establish activities according to modules, to meet the indicated requirements and implement the agreed activities – deliverables;
* Describe the logical implementation sequence of activities, their dependencies and mutual alignment, specifically indicating the individual activities required to implement ToR objectives in modules.
* Overview of fields defined by the Employer to evaluate the appropriate staff engagement (hereinafter referred to as: ‘List of Fields’):
* EISSSE implementation
* Integration of EISSSE with energy trading and risk management system
* Electricity generation
* Energy market opening and liberalization

**Scoring:**

**5 weights:**

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

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

The work plan allows for efficient project steering and control. The work plan is defendable.

For each milestone and deliverable in ToR’s modules, the Tenderer shall define indicative implementation period (in line with point 2.10 and 2.11. Section 2 of Tender Documents).

The Tenderer shows in detail the resources it plans to engage on the ToR activities implementation, as well as indicative schedule for each module. Staff engagement plan provides appropriate resources for each activity as defined in the ToR.

It also provides defendable justification for the allocation of all resources in order to meet the requirements stated in the ToR and proposed deadlines.

For each task or set of activities, the Tenderer has identified the Employer’s staff support requirements necessary to successfully implement the ToR.

**3 weights:**

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

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

The work plan is not fully defendable.

The Tenderer does not show in sufficient detail the resources it plans to assign to the ToR implementation including individual modules. The resource allocation plan does not fully satisfy the required skills and experience to cover each activity as specified in the List of Fields.

Staff engagement plan provides justification for the resources allocation. Moreover, the offered resources number or qualifications justification is not fully defendable.

**1 weight**

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

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

**Evidence:** Work Plan, List of Engaged Persons that shall be Responsible for Performance (Form 10 of the Tender Documents) and CV of each team member engaged for providing the services that are the subject of this public procurement (Form 10.1 of the Tender Documents).

* 1. **Case Study – EISSSE implementation – CDC 15 weights**

The Tenderer should provide Case Study that covers all important aspects of the EISSSE solution proposed for PE EPS, in the area of central dispatching and control, for similar type of customer and energy market situation, approaching to resolve the situation as described below:

Case study goals to be covered:

* Design, implementation and operational support to EISSSE system:
* Operating in conditions of liberalized energy market
* Allowing centralized monitoring and real-time control of remote power plants
* Allowing control over ancillary services
* opening (new functionality enhancement planned)
* parameters of EISSSE system operational support and description of provided services - including SLA parameters for critical and noncritical issues (incidents), SW maintenance and application management

Case study project phases to be covered:

* Phase I. – Basic remote production control
* Phase II. - System for control and evaluation of ancillary services delivery (preparation for ancillary services market opening)

Case study description of customer:

* Customer is/was a monopoly, state owned company with more than 80% of power generation under its control,
* The company operates with more than 5000MW of installed capacity in generation, and several types of resources for electricity generation (hydro power plants, thermal power plants, …),
* EISSSE directly and remotely controls customer and evaluates production of at least 25 independent generation units,
* at least one of each following generation unit type is directly and remotely controlled by customer’s EISSSE system:
  + coal or gas fired thermal power plant,
  + combined heat and power plant,
  + hydro power plant,
  + pumped storage hydro power plant.

Case study description of energy market situation:

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

Case study EISSSE system solution approach:

* In the first phase the basic remote control functionalities of EISSSE platform should be delivered (e.g. remote control for individual generation units, on-line monitoring of electricity generation, reporting information about generation, …),
* Next phases of the project should be oriented towards delivery of additional EISSSE functionalities (control and evaluation of ancillary services, generation scheduling optimization based on fixed production costs, …),
* Regarding the expected energy market expansion, functionalities focused on taking over responsibility for imbalance of selected consumers, monitoring and evaluation of the imbalance and consumed regulated electricity should be implemented,
* Regarding the expected increased market competition, functionalities focused on real-time imbalance control and real-time economic dispatch based on variable production costs should be implemented,
* System design should allow real-time production monitoring, online access to historical data including at least 5 years of archived data backup history.

**Scoring:**

1. **weights:**

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

* Which is operating in conditions of liberalized energy market.
* Which allows centralized monitoring and real-time control of remote power plants.
* Which allows control over ancillary services as well.
* For company having at least 80% market share in electricity generation.
* For company operating with more than 5000 MW of installed capacity.
* Remotely controlling and evaluating generation of at least 25 independent generation units.
* Supporting all following generation unit types:
  + coal or gas fired thermal power plant,
  + combined heat and power plant,
  + run-of-river hydro power plants,
  + pumped storage hydro power plant.
* Supporting advanced generation control with real-time economic dispatch.

**6 weights:**

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

* Which is operating in conditions of liberalized energy market.
* Which allows centralized monitoring and real-time control of remote power plants.
* For company having at least 60% but not more than 80% market share in electricity generation.
* For company operating with more than 4000 MW but less than 5000 MW of installed capacity.
* Remotely controlling and evaluating generation of at least 20 but not more than 25 independent generation units
* Supporting all following generation unit types:
  + coal or gas fired thermal power plant,
  + combined heat and power plant,
  + run-of-river hydro power plants,
  + pumped storage hydro power plant.
* Supporting advanced generation control.

**2 weights:**

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

* Which is operating in conditions of liberalized energy market.
* Which allows centralized monitoring and real-time control of remote power plants.
* For company having less than 60% market share in electricity generation.
* For company operating with less than 4000 MW of installed capacity.
* Remotely controlling and evaluating generation of less than 20 independent generation units
* Supporting all following generation unit types:
  + coal or gas fired thermal power plant,
  + combined heat and power plant,
  + run-of-river hydro power plants,
  + pumped storage hydro power plant.
  1. **Case Study – EISSSE solution implementation – CPS 15 weights**

The Tenderer should provide Case Study that covers all important aspects of the EISSSE solution proposed for PE EPS, in the area of central planning and scheduling, for similar type of customer and energy market situation, in order to resolve the situation as described below:

Cased study goals to be covered:

* Design, implementation and operational support of EISSSE system:
  + operating in conditions of liberalized energy market
  + supporting centralized generation scheduling and economic optimization based on generation unit costs
  + supporting planning and control of ancillary services
  + which is open (new functionality enhancement planned)
  + parameters of EISSSE system operational support and description of provided services - including SLA parameters for critical and noncritical issues (incidents), SW maintenance and application management

Case study project phases to be covered:

* Phase I. – Basic generation scheduling
* Phase II. - System for scheduling and evaluation of ancillary services delivery (preparation for ancillary services market opening)
* Phase III. – Enhanced planning based on variable production costs, optimized scheduling of hydro power plants based on hydrological models, advanced generation control with real-time economic dispatch

Case study description of customer:

* customer is/was a monopoly, state owned company with more than 80% of market, oriented to generation of electricity,
* the company, having taken into account expected liberalization of energy market, is to be transformed into several companies specialized only in generation, only in distribution, only in trading with electricity and the company focused on retail activities,
* the company operates with more than 5000MW of installed capacity in generation, and several types of resources of electricity generation (hydro power plants, thermal power plants, …),
* EISSSE system directly schedules, remotely controls and evaluates production economy of at least 25 independent generation units
* at least one of each following generation unit type is directly scheduled and remotely controlled by customer’s EISSSE system:
  + coal or gas fired thermal power plant,
  + combined heat and power plant,
  + hydro power plants,
  + pumped storage hydro power plant.

Case study description of energy market situation:

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

Case study ISSSE system solution approach:

* In the first project phase the basic scheduling functionalities of EISSSE platform should be delivered (e.g. unit scheduling based on load forecast, on-line monitoring of electricity generation, reporting information about generation, …),
* Next phases of the project should be oriented on delivery of additional EISSSE functionalities (planning and evaluation of ancillary services, generation scheduling optimization based on fixed production costs, …),
* Regarding the expected energy market expansion, functionalities focused on taking over responsibility for imbalance of selected consumers, monitoring and evaluation of the imbalance and consumed regulated electricity should be implemented,
* Regarding the expected increased market competition, functionalities focused on real-time imbalance control and real-time economic dispatch based on variable production costs should be implemented,
* System design should allow real-time production monitoring, online access to historical data including at least 5 years of archived data backup history.

**Scoring:**

**15 weights:**

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

* Which is operating in conditions of liberalized energy market.
* Which allows centralized generation scheduling and economic optimization based on generation costs of generation unit.
* Which allows planning of ancillary services as well.
* For company having at least 80% market share in electricity generation.
* For company operating with more than 5000 MW of installed capacity.
* Scheduling, and evaluating production economy of at least 25 independent generation units
* Supporting all following generation unit types:
  + coal or gas fired thermal power plant,
  + combined heat and power plant,
  + run-of-river hydro power plants,
  + pumped storage hydro power plant.
* Supporting advanced generation control with real-time economic dispatch.
* Supporting optimized scheduling of hydro power plants based on hydrological model.

**6 weights:**

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

* Which is operating in conditions of liberalized energy market.
* Which allows centralized generation scheduling and economic optimization based on generation costs of generation unit.
* For company having at least 60% but not more than 80% market share in electricity generation.
* For company operating with at least 4000 MW but not more than 5000 MW of installed capacity.
* Scheduling, remotely controlling and evaluating production economy of at least 20 but not more than 25 independent generation units.
* Supporting following generation unit types:
  + coal or gas fired thermal power plant,
  + combined heat and power plant,
  + run-of-river hydro power plants,
  + pumped storage hydro power plant.
* Supporting advanced generation control with real-time economic dispatch.

**2 weights:**

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

* Which is operating in conditions of liberalized energy market.
* Which allows centralized generation scheduling.
* For company having less than 60% market share in electricity generation.
* For company operating with less than 4000 MW of installed capacity.
* Scheduling, remotely controlling and evaluating production economy of less than 20 independent generation units.
* Supporting following generation unit types:
  + coal or gas fired thermal power plant,
  + combined heat and power plant,
  + run-of-river hydro power plants,
  + pumped storage hydro power plant.

**2.4. Case study – Integration of EISSSE solution with energy trading and risk management system 5 weights**

The study provided by Tenderer should cover integration of EISSSE solution with energy trading and risk management system for similar type of customer and energy market situation.

Goals to be covered in provided case study:

* EISSSE and energy trading and risk management system interconnection in energy production environment
* Interface for transmission of requested data from energy trading process to real-time control process and vice versa, incorporated into customer environment – design and implementation steps
* Interface for transmission of requested data from energy trading process to generation scheduling process and vice versa, incorporated into customer environment – design and implementation steps.
* EISSSE system operational support parameters and description of provided services - including SLA parameters for critical and noncritical issues (incidents), SW maintenance and application management

The case study shall cover the following phases:

* Phase I. - Analysis of data flows between energy trading, generation scheduling and real-time control
* Phase II. - Design and setup of implementation steps
* Phase III. - Customization and integration
* Phase IV. - Testing of solution and its optimization

Customer description in case study:

* customer is/was a monopoly, state owned company with more than 80% of market, oriented to generation of electricity,
* the company, having taken into account liberalization of energy market, is to be transformed into separate companies specialized only for generation, only for distribution, only for electricity trading and company focused on retail activities,
* the company operates with more than 5000MW of installed capacity in generation, and several types of resources of electricity generation (hydro power plant, thermal power plant, …).

Description of energy market circumstances in case study:

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

Case study approach to solution for EISSSE system integration with energy trading and risk management system:

* allow ISSSE integration with supervisory control and data acquisition system focusing on ISSSE reception of consolidated data from generation equipment,
* allow also collecting of supporting trading information used for real time imbalance controlling,
* ensure a trading diagram of consumers and trading diagram of consumers with delegated balance responsibility from ISSSE to real-time control system, Tools for forecast (generation planning and meteorological and hydrological forecast)
* transmission of agreed generation plan into supervisory control and data acquisition system to ensure accurate provision of ancillary services, energy regulation and to cover selected consumers trading diagrams.

**Scoring:**

**5 weights:**

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

* Generation scheduling system receives trading diagram from ISSSE.
* Generation scheduling system receives contractual amounts for ancillary services from ISSSE.
* Supervisory control and data acquisition system receives trading diagrams from ISSSE.
* ISSSE system receives information on generation deficit or surplus from generation scheduling system.
* Supervisory control and data acquisition system receives business data for real-time balance control
* Intraday changes of trading diagram are possible.
* ISSSE system receives operational consolidated data on generation units.

**3 weights:**

Tenderer demonstrated implementation of integration of supervisory control and data acquisition system, as well as generation scheduling system with similar ISSSE system as the one that operates in EPS:

* Generation scheduling system receives trading diagram from ISSSE
* Generation scheduling system receives contractual amounts of ancillary services from ISSSE
* Supervisory control and data acquisition system receives trading diagrams from ISSSE
* Supervisory control and data acquisition system receives business data for real time balance control
* ISSSE system receives operational consolidated data on generation units.

**1 weight:**

Tenderer demonstrated implementation of integration of supervisory control and data acquisition system, as well as generation scheduling system with similar ISSSE system as the one that operates in EPS:

* Generation scheduling system receives trading diagram from ISSSE
* Supervisory control and data acquisition system receives trading diagrams from ISSSE.

**3. Engaged Staff Quality max. 20 weights**

Number of weights gained based on criteria sub-elements 3.1 and 3.2 are being summed up in order to calculate total number of weights for the criterion element 3. Engaged Staff Quality.

**3.1 Senior Staff max. 10 weights**

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

**Scoring:**

**10 weights:**

**Project Supervisor:**

Project Supervisor has minimum 10 year experience in direct managing of heterogeneous expert teams covering representatives of tenderer, employer and third parties, managing and supervising strategic projects, accompanied with following experience:

* Experience from at least 4 projects related to provision of comprehensive IT solutions with the following parameters:
  + Experience from at least 3 projects with the procurement value of at least EUR 5 MIO VAT excluded
  + Experience from at least 1 project with the procurement value of at least EUR 4 MIO VAT excluded in ELES
* Experience from at least 2 projects related to service provisioning related to EISSSE with the following parameters:
  + Service duration – at least 5 years
  + Value of provided services – at least EUR 2 MIO

**Project Manager:**

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

**EISSSE Lead Solution Architect:**

Lead Solution Architect has minimum 10 year experience in design and customization of EISSSE architecture accompanied with the following experience:

* Experience from at least 3 projects related to provision of comprehensive IT solutions with the following parameters:
  + Experience from at least 2 projects with the procurement value at least EUR 5 MIO VAT excluded
  + Experience from at least 1 project with the procurement value at least EUR 2 MIO VAT excluded in ELES

**EISSSE Lead Consultant:**

The Lead EISSSE Consultant has minimum 7 years’ experience in consulting related to customer requirements in the area of EISSSE and/or electricity generation and consumption planning and/or electricity generation and/or balancing and/or evaluation of generation and activities monitoring and/or EISSSE integration into the customer’s environment, configuration of EISSSE system and customer support (training of customers) which meet the following parameters:

* Experience from at least 2 projects related to provision of comprehensive IT solutions with the following parameters:
  + Experience from at least 2 projects with the procurement value of at least EUR 5 MIO VAT excluded
  + Experience from at least 1 project with the procurement value at least EUR 2 MIO VAT excluded in ELES
* Experience from at least 2 projects related to service provisioning related to EISSSE with following parameters:
  + Service duration – at least 5 years each
  + Value of provided services – total at least EUR 2 MIO

**EISSSE Test Lead:**

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

**6 weights:**

**Project Supervisor:**

Project Supervisor has minimum 10 year experience in direct managing of heterogeneous expert teams covering representatives of tenderer, employer and third parties, managing and supervising strategic projects, accompanied with the following experience:

* Experience from at least 3 projects related to provision of comprehensive IT solutions with the following parameters:
  + Experience from at least 2 projects with procurement value at least EUR 3 MIO VAT excluded in total
  + Experience from at least 1 project in ELES
* Experience from at least 2 projects related to service provisioning related to EISSSE with following parameters
  + Service duration – at least 3 years
  + Value of provided services – at least EUR 1 MIO

**Project Manager:**

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

**EISSSE Lead Solution Architect:**

Lead Solution Architect has minimum 8 years’ experience in design and customization of EISSSE architecture accompanied with the following experience:

* Experience from at least 2 projects related to provision of comprehensive IT solutions with the following parameters:
  + Experience from at least 2 projects with the procurement value at least EUR 4 MIO VAT excluded
  + Experience from at least 1 project with the procurement value at least EUR 1 MIO VAT excluded in ELES.

**EISSSE Lead Consultant:**

The Lead EISSSE Consultant has minimum 5 years’ experience in consulting related to customer requirements in the area of EISSSE and/or electricity generation and consumption planning and/or electricity generation and/or balancing and/or evaluation of generation and activities monitoring and/or EISSSE integration into the customer’s environment, configuration of EISSSE system and customer support (training of customers) which meet the following parameters:

* Experience from at least 2 projects related to provision of comprehensive IT solutions with the following parameters:
  + Experience from at least 1 project with the procurement value of at least EUR 3 MIO VAT excluded
  + Experience from at least 1 project with the procurement value at least EUR 1 MIO VAT excluded in ELES
* Experience from at least 1 project related to service provisioning related to EISSSE with following parameters:
  + Service duration – at least 3 years each
  + Value of provided services –at least EUR 1 MIO

**EISSSE Test Lead:**

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

**2 weights:**

**Project Supervisor:**

Project Supervisor has minimum 10 year experience in direct managing of heterogeneous expert teams covering representatives of tenderer, employer and third parties, managing and supervising strategic projects, accompanied with the following experience:

* Experience from at least 2 projects related to provision of comprehensive IT solutions with the following parameters:
  + Experience from at least 1 project with procurement value at least EUR 3 MIO VAT excluded in total
  + Experience from at least 1 project in ELES
* Experience from at least 1 project related to service provisioning related to EISSSE with following parameters
  + Service duration – at least 2 years
  + Value of provided services – at least EUR 1 MIO

**Project Manager:**

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

**EISSSE Lead Solution Architect:**

Lead Solution Architect has minimum 8 years’ experience in design and customization of EISSSE architecture accompanied with the following experience:

* Experience from at least 2 projects related to provision of comprehensive IT solutions with the following parameters:
  + Experience from at least 1 project with the procurement value at least EUR 2 MIO VAT excluded
  + Experience from at least 1 project in ELES.

**EISSSE Lead Consultant:**

The Lead EISSSE Consultant has minimum 5 years’ experience in consulting related to customer requirements in the area of EISSSE and/or electricity generation and consumption planning and/or electricity generation and/or balancing and/or evaluation of generation and activities monitoring and/or EISSSE integration into the customer’s environment, configuration of EISSSE system and customer support (training of customers) which meet the following parameters:

* Experience from at least 2 projects related to provision of comprehensive IT solutions with the following parameters:
  + Experience from at least 1 project with the procurement value of at least EUR 2 MIO VAT excluded
  + Experience from at least 1 project with the procurement value at least EUR 0.8 MIO VAT excluded in ELES
* Experience from at least 1 project related to service provisioning related to EISSSE with following parameters:
  + Service duration – at least 2 years each
  + Value of provided services –at least EUR 0.5 MIO

**EISSSE Test Lead:**

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

**Evidence:**

Tender evaluation under criterion sub-element 3.1 shall be performed on the basis of CV submitted in Form 10 of the Tender Documents or in similar form that has the same content as Form 10.

As an evidence for the personal references of Senior Staff, the Tenderer shall submit personal references from previous employer(s). The references shall include the following data: about previous Employer (name, address, phone, e-mail, contact person), name of the team member to whom the reference is being issued, type and description of services executed; the role in the team, period of services execution, total value of services, where the services were executed, signature of the previous Employer authorized person and stamp.

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

Tender evaluation under criterion sub-element 3.1 shall be performed only in accordance with given descriptions and given weights for them, therefore it is not possible to combine elements regarding Senior Staff, years of experience, number of reference projects and value of the projects in order to obtain certain number of weights that were not envisaged for this criterion sub-element.

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

**3.2. Operational Team Composition max. 10 weights**

The proposed operational team is comprised of all other team members regardless of the engagement time, and who are not Senior Staff (Project Supervisor, Project Manager, EISSSE Lead Solution Architect, EISSSE Lead Consultant, and EISSSE Test Lead).

Definitions shown in criterion sub-element 3.1 are also valid for criterion sub-element 3.2.

**Scoring**:

**10 weights:**

The proposed operational team and its team members meet all of these conditions:

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

**6 weights:**

The proposed operational team and its team members meet all of these conditions:

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

**2 weights:**

The proposed operational team and its team members meet all of these conditions:

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

**Evidence:**

Tender evaluation under criterion sub-element 3.2 shall be performed on the basis of CV submitted in Form 10 of the Tender Documents or in similar form that has the same content as Form 10, and which is accompanied by the Statement of a CV holder and a Tenderer that the CV is true and authentic.

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

Tender evaluation under criterion sub-element 3.2 shall be performed only in accordance with given descriptions and given weights for them, therefore it is not possible to combine elements regarding operational team composition, years of experience, number of reference projects in order to obtain certain number of weights that were not envisaged for this criterion sub-element.

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

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

**3.2. ADDITIONAL CRITERION ELEMENTS, I.E. THE MANNER IN WHICH THE CONTRACT WILL BE AWARDED IN THE EVENT OF EQUAL TENDERS**

If two or more tenders have the same number of weights at the end of scoring to two decimal places, and if they are also the most favourable (with the highest total number of weights) the procurement shall be awarded to the tenderer whose tender has higher number of weights for criterion element “2. Technical Aspect“. However, if those tenders have the same number of weights for criterion element “2. Technical Aspect“, the procurement shall be awarded to the tenderer whose tender achieves higher number of weights within criterion element “3.1. Senior Staff“.

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

**4.1. MANDATORY CONDITIONS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE**

In public procurement procedure the Tenderer has to prove that:

1. It is registered with the competent authority i.e. entered into the corresponding register;
2. It or its legal representative have not been convicted for any criminal act as members of an organized criminal group; that it has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud;
3. It settled all due taxes, contributions and other public duties in accordance with the regulations of the Republic of Serbia, or with foreign state of its head office;

**4.2 ADDITIONAL CONDITIONS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE**

In public procurement procedure the Tenderer has to prove that it:

1. Has required financial capacity:
   1. that for the previous 3 (three) fiscal years (2012, 2013, 2014) it had revenues of minimum EUR 5 (five) million per year; values expressed in Serbian dinars will be calculated in EUR according to the middle exchange rate of the National Bank of Serbia on the last day of fiscal year to which financial statements refer to;
   2. that it has been profitable in the past three fiscal years (2012, 2013 and 2014);
   3. that in the last 6 (six) months preceding the day of tender announcement has not recorded any restrictions on its current accounts.

2. Has required business capacity:

Overview of similar energy planning, generation control and related reporting project realized in the energy sector:

a. At least 5 EISSSE projects from RR within the last 5 years until the day of tender submission of total value of minimum EUR 5 million, out of which:

* + at least 1 project of the value between EUR 2 and 4 million; and
  + at least 1 complex EISSSE integration implementation with energy trading system; and
  + at least 2 EISSSE projects from RR in ELES of the total value of minimum EUR 4 million.

3. Has required staff capacity:

1. minimum 30 employed/engaged persons with consulting experience
2. minimum 5 employed/engaged programmers with experience on EISSSE projects.

**4.3. INSTRUCTIONS ON HOW TO PROVE THE FULFILMENT OF CONDITIONS**

As evidence of fulfilment of mandatory conditions for participation the tenderer shall submit the Statement in the tender given under full substantive and criminal liability confirming that it fulfills mandatory conditions for participation in accordance with Article 77 paragraph 4 of the Law.

Tenderer shall submit in the tender the Statement in accordance with Form 7 of Tender Document. This statement is submitted, i.e. the same is given by each member of the Group of Tenderers as well as the subcontractor on its own behalf.

Tenderer shall submit in the tender evidence that it fulfills additional conditions for participation in public procurement procedure in accordance with the Law, as follows:

1. Evidence of adequate financial capacities:

Domestic Tenderers

1. Balance Sheet and Profit and Loss Statement for three previous financial years (2012, 2013 and 2014) with the certified auditor opinion if there is such an opinion. If the Tenderer is not the subject of the audit in accordance with the Law on Accounting and Auditing, it is obliged to submit appropriate act - notification in terms of legislation for each of the said years - Notification of Classification of Legal Entities;

OR

Credit Report, Form BON JN for the last three financial years (2012, 2013 and 2014) Issued by the Serbian Business Registry Agency;

1. certificate of the data on liquidity issued by the National Bank of Serbia - Department of Collection Enforcement, for the period of the previous 6 months prior to the date of publishing the invitation to tender.

Foreign Tenderers

1. Balance Sheet and Profit and Loss Statement for three previous financial years (2012, 2013 and 2014) with the certified auditor opinion, if there is such an opinion. If the audit of statement for 2014 has not been completed until the moment of tender submission tenderer shall submit the Statement about the said along with the Balance for 2014 given under substantive and criminal liability. If the Tenderer is not the subject of the audit in accordance with regulations of country where it has seat, it is obliged to submit Statement along with Balance Sheet and Profit and Loss Statement given under substantive and criminal liability that it is not subject of auditing for the mentioned years.
2. Certificate or opinion or statement of the bank or other specialized institution in accordance with the regulations of the country in which Tenderer has seat concerning blocked accounts for the period of previous 6 months prior to the date of publishing the invitation to tender.

2. Evidence of adequate business capacities:

* As an evidence for the references listed in the List of References (Form 8 of Tender Documents), the Tenderer shall also submit in a tender a copy of concluded contracts or certificates of previous employers in Form 8.1 of the Tender Documents or in similar form that has the same content as Form 8.1. The submitted certificate must include at least the following data: previous Employer (name, address, phone, e-mail, contact person), Tenderer to whom the certificate is being issued (name, address), type and description of services and deliveries executed; period of services execution, the method of service execution (independently or as a leader of group of tenderers or as a member of group of tenderers), total value of services executed (and value of services executed by the member of a group of tenderers, if needed), place where the services were executed, signature of the previous Employer authorized person and stamp.
* In case of doubt in the truthfulness of the submitted data, Employer retains the right to check them based on the relevant evidence. If the Employer determines that the Tenderer presented untrue data or that the documents are false, the tender of that Tenderer shall be deemed incorrect and shall be rejected.
* Subject of evaluation are references of the tenderer that: a) the Tenderer performed independently or b) as a leader of the group of tenderers or c) by having participation in total group’s value of the performed services exceeding 50%. References not meeting the above criteria will not be evaluated.
* References of subcontractors who are engaged by the Tenderer are not the subject of evaluation under this condition.

3. Evidence of sufficient staff capacities:

* Copies of relevant individual M forms or employment contracts or temporary service agreements with the tenderer with no employment contract;
* For persons engaged with the foreign tenderer: tenderer’s statement (stamped, signed by the authorized person, under full moral and substantive liability) confirming that the person is engaged by the tenderer’s company;
* List of employed/engaged persons that will be responsible for contract execution (Form 10 of Tender Documents);
* CV for persons that were planned for the contract execution (Form 10.1 of Tender Documents)

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

Every subcontractor has to fulfil the conditions from Article 75 paragraph 1 item 1), 2) and 4) of the Law, which it proves by submitting the required Statement. Requirements related to capacities under Article 76 of the Law the tenderer shall fulfil independently regardless of the subcontractor engagement, based on the submitted evidence in accordance with this section of Tender Documents.

Every tenderer from the group of tenderers that submits joint tender has to fulfil the conditions from Article 75 paragraph 1 item 1), 2) and 4) of the Law, which it proves by submitting the required Statement. Conditions related to the capacities stipulated in the Article 76 of the Law the Group of Tenderers are fulfilling together, on the basis of the evidence submitted in accordance with this Section of the tender documentation:

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

Employer requires from the tenderers while preparing the Tender to explicitly state that they complied with all obligations that result from valid regulations on safety at work, employment and working conditions, environmental protection, as well as that there was no prohibition for Tenderer to perform its activity that was effective at the time of tender submission.

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

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

## MANNER OF EVIDENCE SUBMISSION

Prior to adoption of the Contract Award Decision the Employer shall ask from the tenderer whose tender was evaluated as the most favorable one to submit the copy of evidence on fulfillment of mandatory conditions for participation as follows:

Legal entity:

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

For domestic Tenderers:

* *Extract from criminal records of Municipal Court at whose territory is the head office of the domestic legal entity, i.e. head office of the representative or branch of foreign legal entity;*
* *Extract from criminal records of the special department (for organized crime) of Higher Court in Belgrade;*
* *Certificate from criminal records of Police Administration of the Ministry of Interior for its legal representative – request for issuance of this certificate might be submitted by place of birth or by residence.*

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

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

1. Certificate issued by the Tax Authority of the Ministry of Finance indicating that it has settled all due taxes and contributions and certificate issued by the competent local government authority indicating that it has settled dues for local public revenues; for foreign Tenderers certificate of the competent state authority of the state of its head office.

Evidence from item 2) and 3) cannot be older than two months before Tender opening.

Entrepreneur:

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

For domestic Tenderers:

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

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

1. Certificate issued by the Tax Authority of the Ministry of Finance indicating that it has settled all due taxes and contributions and certificate issued by the competent local government authority indicating that it has settled dues for local public revenues

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

Evidence from item 2) and 3) cannot be older than two months before Tender opening.

Natural person:

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

For domestic Tenderers:

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

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

2) Certificate issued by the Tax Authority of the Ministry of Finance indicating that it has settled all due taxes and contributions and certificate issued by the competent local government authority indicating that it has settled dues for local public revenues

Evidence from item 1) and 2) cannot be older than two months before Tender opening.

Employer shall at the same time ask for the copy of stated evidence on fulfilment of mandatory conditions for participation from the other tenderers who took part in the subject public procurement procedure as well.

If the Tenderer fails to submit requested evidence within the given adequate deadline, which cannot be shorter than five days, the Employer shall reject its tender as unacceptable.

If the Tenderer has required adequate evidence for the tenderer from the other public procurement procedures it is not obliged to ask for submission of the stated evidence.

Tenderers that are registered with the Business Registers Agency do not need to submit at Employers request the evidence from Article 75, paragraph 1 item 1) of the Law - Extract from Business Registers Agency, which is public and published on the webpage of the Business Registers Agency. In this case the tenderer shall submit to the Employer within the given deadline along with other required evidence the written notification with the data on hyperlink where information on tenderer’s registration is available.

Tenderers that are registered with the Tenderer Register do not need to submit at Employers request the evidence from Article 75, paragraph 1 item 1), 2) and 4) of the Law. Tenderer Register is public and published on the webpage of the Business Registers Agency. In this case the tenderer shall submit to the Employer within the given deadline the written notification with the data on hyperlink where information on tenderer’s registration with Tenderer Register is available.

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

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

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

If the evidence under Article 77, paragraph 1, from item 1), 2) and 4) of the Law is not issued in the country where the Tenderer has its seat the Tenderer can, instead of the evidence, submit its written statement, given under substantive and criminal liability certified by the court or administrative body, public notary or other competent body of that country.

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

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

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

1. **TYPE, TECHNICAL CHARACTERISTICS AND SPECIFICATION OF THE PUBLIC PROCUREMENT SUBJECT**

* 1. **SUBJECT OF THE INVITATION**

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

Procurement of the Information system to support the sale of electricity consists of the following 4 (four) items to be procured within this tender as one package:

1. EISSSE Licenses - Procurement of licenses of the existing EISSSE solution with the minimum required and mandatory functionality defined in section 5.2.4 of this document,
2. EISSSE Implementation Services - EPS requirements analysis, specification, existing EISSSE solution customization and/or development and implementation and other services defined in section 5.2.5 – 5.2.9 of this document,
3. EISSSE visualization infrastructure for central dispatch and control – technical specification and integration with EISSSE solution is defined in section 5.2.10 of this document.

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

EPS intends to use its existing HW, OS, DB, SW owned and/or leased by EPS (please see section 5.2.12 of this document) to run and operate the EISSSE Solution selected in this public procurement.

In case, Tenderer cannot install, run and operate its solution on the existing HW, OS, DB, SW of EPS specified in section 5.2.12 below, the Tenderer has to include in its Tender and Offered Price all the required HW, OS, DB, SSSW which is needed by EPS to operate effectively offered EISSSE solution of the Tenderer for a period of at least 3 years from the end of the Project.

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

**5.2** **TERMS OF REFERENCE**

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

* + 1. **EPS - Company Overview**

EPS as an integrated power utility covers the entire power value chain, from mining, through electricity generation and distribution, up to electricity trading and supply. EPS group dominates the electricity market in Serbia, being the only significant player covering entire lignite production and 99% of power generation in Serbia. Until 2013, EPS and its subsidiaries were the only players on the Serbian electricity market, but the situation has changed with the market opening and private investors entering generation business.

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

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

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

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

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

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

* + 1. **EPS Scheduling, dispatch control and trading system**

Energy planning division main activities:

* Energy consumption forecasting
* Energy planning (from 1 year to 1 hour ahead) of all EPS generation units
* Fuel consumption planning
* Optimization of power generation mix based on units costs and availability
* Planning for balancing market
* Energy dispatching division
* Real time monitoring and control of all EPS generation units
* Short term load forecasting
* Real-time imbalance control of EPS balance responsible party
* Real-time control of ancillary services delivery

EPS trading division main activities:

* Buy and sell energy on OTC (bilateral negotiation and traders brokers screen)
* Scheduling
* Contract management for OTC
* Price forecasting
* Invoicing
* Contracting energy inside EPS group
* Settlements
* Risk management

Current technology used on central level:

* SCADA system for planning floor – only monitoring without remote control (delivered by Institute “Mihajlo Pupin” Belgrade)
* HIS - RDBMS for supporting energy planning and energy trading processes (delivered by Institute “Mihajlo Pupin” Belgrade)
* ISSSE – system SELT Pro for supporting energy planning and energy trading processes (under implementation by consortium of IPESOFT & ATOS)
* In house weather forecasting
* In house hydrology forecasting
* In house energy planning

Current technology used on level of power plants:

* proprietary developed SCADA/DCS system for local generation control of every power plant (delivered by Institute “Mihajlo Pupin” Belgrade and others),
* proprietary developed RTU interface on every power plant for connection to TSO dispatch center (delivered by Institute “Mihajlo Pupin” Belgrade and others).

In scope of this project is also analysis of actual state regarding proprietary SCADA and RTU implementation on every power plant and preparing design concept of the power plants interconnection with central control systems based on conclusions of the analysis.

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

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

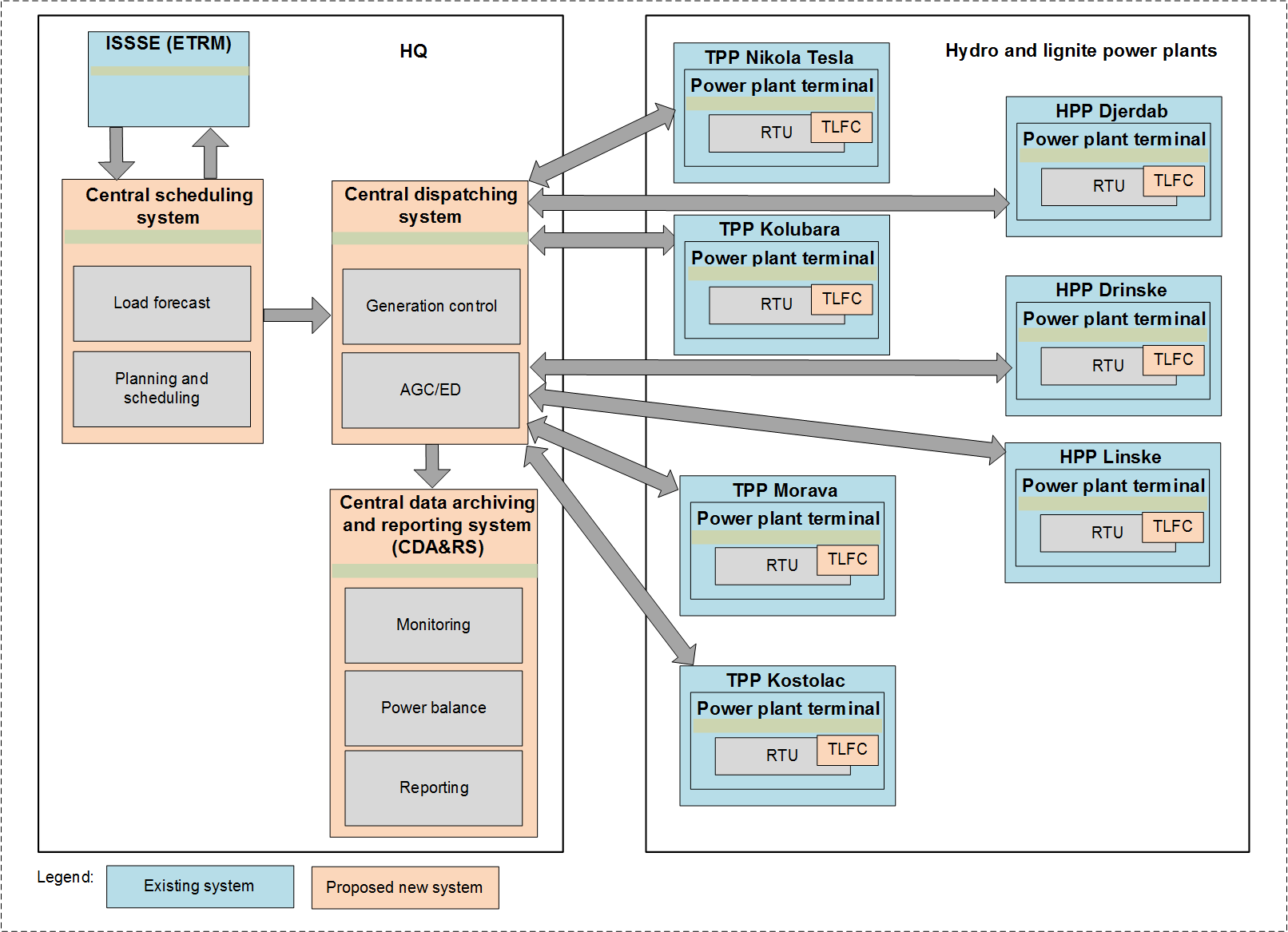
* + deep industry knowledge,
  + robust business processes and
  + integrated, scalable IT systems.

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

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

* Ability to plan long and short-term power generation based on customers' needs,
* Ability to optimize production mix based on variable production costs of individual generation units,
* Ability to control and manage each generator (including virtual ones) in real-time,
* Flexibility of production portfolio reactions to sell and purchase of electricity in real-time under market conditions based on own EPS needs,
* Real-time availability of information about production portfolio capacities and prices as an important input into intra-day trading process,
* Product and service differentiation – ability to offer variety of products and services for different markets/customers (local, external) including ancillary services and balance group control.

To achieve above mentioned competences, energy trading and risk management processes need to be supported by an efficient and comprehensive ISSSE system, CDC system, CPS system and PMS system. Anticipated EPS target state (long-term) of EISSSE applications and scope of this public procurement is depicted in the following picture:

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* + 1. **EISSSE Project**

As has been defined in section 5.2 of this document, subject of the invitation to this public procurement is the EISSSE Project, which consists of the following items to be procured within this tender as one package:

* 1. EISSSE Licenses - Procurement of the licenses of the existing EISSSE solution with the minimum required and mandatory functionality defined in section 5.2.4 of this document,
  2. EISSSE Implementation Services - EPS requirements analysis, specification, existing EISSSE solution customization and/or development and implementation services defined in section 5.2.5 – 5.2.9 of this document,
  3. EISSSE visualization infrastructure for central dispatch and control – technical specification and integration with EISSSE solution is defined in section 5.2.10 of this document.

Interface between the new system and power plant will be at the power plant RTU or similar device (RTU gateway).

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

EPS intends to use its existing HW, OS, DB, SSSW owned and/or leased by EPS (please see section 5.2.12 of this document) to run and operate the EISSSE Solution selected in this public procurement.

In case, Tenderer cannot install, run and operate its solution on the existing HW, OS, DB, SSSW of EPS specified in section 5.2.12 below, the Tenderer has to include in its Tender and Offered Price all the required HW, OS, DB, SSSW which is needed by EPS to operate effectively offered EISSSE solution of the Tenderer for a period of at least 3 years from the end of the Project.

* + 1. **EISSSE Licenses and minimum required and mandatory functionality**

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

Please note, that division of the minimum required functionality into separate functionality packages below does not suggest any modules or any functionality groups which need to be built within the EISSSE system, rather it refers to the timeframe in which that corresponding functionality has to be available for use in EPS – please refer to the section 2.10 (Procurement subject execution period) as well as in the section 5.2.11 below. Both sections specify the LATEST dates (deadlines) in which individual functionality specified in the functionality packages below has to be available for “live” use by trained EPS personnel (administrator(s) and/or user(s)).

* + 1. **EISSSE – General requirements (mandatory functionality requirements)**

1. Access to the individual system functions is subject to permission / restriction set of rules and must be protected by name / password pair, whereas this pair must be personalized, and in the case of remote access cryptographic protection must be provided - VPN access with personalized digital certificates, in accordance with the relevant applicable information security policies
2. Access must be controlled down to the level of individual generation schedule plans
3. Only selected users will be granted the right to send a generation schedule to Generation control centre for execution (production control). List of selected users is determined, in exploitation, by authorized person of the Employer who can change it.
4. All system of CDC system components must be doubled (computers, communication cards, communication lines) and system must support hot/standby redundancy (instant failover in case of failure),
5. All active commands (e.g. command to change power plant base point) issued by a system user must be logged and retrievable on request.
6. EISSSE has to be auditable - audit functionality must enable tracking changes performed within the EISSSE system,
7. EISSSE has to be capable to process in various currencies with automatic calculation by current rate,
8. ISSSE has to be built on fully fledged user administration and access rights concept to ensure IT security – all users have to have an access to the full functionality of the EISSSE solution, however these access rights have to be manageable (set/restricted/removed) by EISSSE administrator from EPS side.
   * 1. **EISSSE CDC - pilot (mandatory functionality requirements)**

All bellow mentioned requirements refer to only 2 generating units (EPS will ensure redundant data communication between the 2 units and CDC).

Requirements for central level:

1. Real-time data acquisition of main generator data, groups of generators and ancillary parameters based on power plant types,
2. Redundant real-time communication with power plant RTU using standard protocols for remote control in power systems (IEC 60870-5),
3. Aggregation of power generation values on individual levels of power plants, power plant types (run of river, pumped storage, thermal, etc.) and EPS summary level,
4. Ability to remotely control the active power of individual generating units. Controllable generating unit may be a physical generator or a group of physical generators based on the actually existing configuration of power plant,
5. Ability to control power manually from Generation control centre,
6. Ability to switch command control between EPS and EMS dispatching centres from Generation control centre level,
7. Human interface for dispatch personnel to present current process and command values from directly connected power plants in real-time (HMI),
8. Alarm module to notify the dispatch personnel of important measurements events, signalization and confirmation of commands,
9. Short term historian database of all measurements, command values and signalization,
10. Ability to present system screens on large video wall, meeting technical requirements stated in section 5.2.10, with focus to following information to be displayed: real-time graph of generation process for single subsidiaries, real time critical alarms overview, real time displaying of power generation values aggregation on individual levels of power plants, types of power plants.

Requirements for power plant level:

1. Redundant real-time data acquisition of main generator data (active and reactive power, status of main circuit breaker, available range of power, voltage, frequency, etc.),
2. Real-time data acquisition of auxiliary equipment data based on power plant type (water reservoir levels, net head, water inflow and outflow, heat production, heat delivery, etc.),
3. Control of individual generator active power,
4. Redundant real-time communication with dispatching centre of EMS and EPS using standard protocols for remote control in power systems (IEC 60870-5),
5. Ability to switch command control between EPS and EMS dispatching centres.
6. Any potentially missing measurement and control equipment in the power plant (used as pilot) that is needed to provide above mentioned data is outside the scope of this Project.
   * 1. **EISSSE CPS – pilot (mandatory functionality requirements)**
7. Load forecasting feature to predict the summary load of all EPS customers,
8. Generation planning and unit commitment module. Basic inputs into module are load forecast and trading diagram. Main outputs are power base points for all EPS generation units,
9. Generation schedules are planned in a time step of 1 hour,
10. Management of generation schedule plans on various time levels (month ahead, week ahead, day ahead, intra-day),
11. Ability to prepare more alternatives and scenarios of generation for given time period.
    * 1. **Acceptance of mandatory requirements**

The Tenderer shall provide written confirmation duly stamped and signed by the its authorized person in the form of Form 11 which faithfully confirms that its EISSSE solution offered in its Tender complies with and includes all the above mentioned functionality requirements stated in 5.2.5 – 5.2.7.

Any tender, which would not include Form 11, or the Form 11 would NOT be filled and duly sealed and signed by the authorized person of the Tenderer should be rejected as incorrect.

* + 1. **EISSSE Implementation Services**

In order to successfully implement EISSSE solution within EPS environment, each Tenderer is required to deliver EISSSE implementation services as well.

The scope of EISSSE implementation services comprises at minimum of:

* Activities are grouped in the logical phases based on own experience of EPS. The phases reflect the timeframe, deliverables and deadlines in which corresponding work and/or EISSSE functionality has to be available for use in EPS. However, EPS will accept parallel execution of some phases as well as parallel delivery of the deliverables supposing the deadlines specified in the section 2.10 of this document are met and minimum scope of activities specified in each phase has been carried out,
* Delivering the deliverables specified in the table below:

| **Phase 1** | **Analyses & Requirements Specification for CDC** |
| --- | --- |
| Phase objective | Objective of this phase is to analyse current energy planning, generation control and related reporting processes, ICT supporting systems and technology within EPS as well as relevant (Serbian and/or EU) legislation and define business, technology and integration requirements of EPS as a prerequisite for EISSSE Target Concept for CDC, to be developed in the next phase. |
| Main task description | Main (but not all) tasks to be carried by the selected Tenderer in this phase are as follows:   * Analyse and document:   + Relevant Serbian or EU legislation (considering Serbian step-by-step electricity market opening),   + Current energy planning, generation control and related reporting processes, activities and workflows ,   + Current energy planning, generation control and related reporting ICT systems and other supporting technology as well as other input and output systems (non-integrated as well as integrated),   + Current local generation control systems on all power plants and prepare design concept of the power plants connectivity to central systems for generation control,   + Key user requirements of management of EPS as well as of management of energy trading and risk management. * Develop, consult and achieve approval of Requirement Specification Document, which would define relevant requirements on EISSSE in the following areas:   + Business - energy planning, control and related reporting model, processes (activities, participants, inputs and outputs), roles and responsibilities, legislation compliance, internal rulebooks and other valid EPS acts etc.),   + Technology including architecture, integration, data sources, etc., |
| Scope | EPS |
| Deliverables | * Deliverable 1 - Analyses & Requirements Specification for CDC |

| **Phase 2** | **EISSSE Target Concept for CDC** |
| --- | --- |
| Phase objective | Objective of this phase is to develop a target concept of EISSSE for CDC, applications in EPS, which would cover all the requirements from the previous phase as well minimum required and mandatory EISSSE functionality defined in section 5.2.6 of this document. Also licenses for 20 users of the existing EISSSE solution for CDC, CPS applications should be delivered at the end of this phase. |
| Main task description | Main (but not all) tasks to be carried by the selected Tenderer in this phase are as follows:   * Define top-level to-be business architecture with key processes, data flows and decision points with sufficient level of decomposition, consider operational risk mitigation due to duplication of processes and overlap of functional areas and reflecting:   + all the requirements from the previous phase,   + minimum required and mandatory EISSSE functionality defined in section 5.2.6 of this document, * Define core roles, responsibilities, processes, activities and workflows related to energy planning, generation control and related reporting identified and tailored for EPS environment considering relevant legislation and Serbian step-by-step electricity market opening * Define technical architecture and detailed design of future EPS EISSSE CDC, applications including different EISSSE life-cycle functionality stages, * Define details of implementation related processes including:   + Customization and implementation,   + Training,   + go-live support,   + post implementation support and maintenance – prepare and approve Service Level Agreement (SLA),   + change request procedures and upgrades. |
| Scope | EPS |
| Deliverables | * Deliverable 2.1 - Detailed Technical Design Document for CDC * Deliverable 2.2 - EISSSE Software Licenses for 20 users for CDC, CPS |

| **Phase 3** | **Analyses & Requirements Specification for CPS** |
| --- | --- |
| Phase objective | Objective of this phase is to analyse current energy planning, generation control and related reporting processes, ICT supporting systems and technology within EPS as well as relevant (Serbian and/or EU) legislation and define business, technology and integration requirements of EPS as a prerequisite for EISSSE Target Concept for CPS to be developed in the next phase. |
| Main task description | Main (but not all) tasks to be carried by the selected Tenderer in this phase are as follows:   * Analyse and document:   + Relevant Serbian or EU legislation (considering Serbian step-by-step electricity market opening),   + Current energy planning, generation control and related reporting processes, activities and workflows,   + Current energy planning, generation control and related reporting ICT systems and other supporting technology as well as other input and output systems (non-integrated as well as integrated),   + Key user requirements of management of EPS as well as of management of energy trading and risk management. * Develop, consult and achieve approval of Requirement Specification Document, which would define relevant requirements on EISSSE in the following areas:   + Business - energy planning, control and related reporting model, processes (activities, participants, inputs and outputs), roles and responsibilities, legislation compliance, etc.),   + Technology including architecture, integration, data sources, etc., |
| Scope | EPS |
| Deliverables | * Deliverable 3 - Analyses & Requirements Specification for CPS |

| **Phase 4** | **EISSSE Target Concept for CPS** |
| --- | --- |
| Phase objective | Objective of this phase is to develop a target concept of EISSSE for PMSin EPS, which would cover all the requirements from the previous phase as well minimum required and mandatory EISSSE functionality defined in section 5.2.7 of this document. |
| Main task description | Main (but not all) tasks to be carried by the selected Tenderer in this phase are as follows:   * Define top-level to-be business architecture with key processes, data flows and decision points with sufficient level of decomposition, consider operational risk mitigation due to duplication of processes and overlap of functional areas and reflecting:   + all the requirements from the previous phase,   + minimum required and mandatory EISSSE functionality defined in section 5.2.7 of this document, * Define core roles, responsibilities, processes, activities and workflows related to energy planning, generation control and related reporting identified and tailored for EPS environment considering relevant legislation and Serbian step-by-step electricity market opening * Define technical architecture and detailed design of future EPS EISSSE CPSincluding different EISSSE life-cycle functionality stages, * Define details of implementation related processes including:   + Customization and implementation,   + Training,   + go-live support,   + post implementation support and maintenance – prepare and approve Service Level Agreement (SLA),   + change request procedures and upgrades. |
| Scope | EPS |
| Deliverables | * Deliverable 4.1 - Detailed Technical Design Document for CPS |

| **Phase 5** | **EISSSE CDC - pilot** |
| --- | --- |
| Phase objective | Objective of this phase is to customize, develop, test, implement, hand-over and go-live with EPS EISSSE CDC - pilot application based on Detailed Technical Design Document from Phase 2 covering minimum required and mandatory functionality defined as Functionality in section 5.2.6 of this document and other requirements specified in Detail Technical Design Document from Phase 2. |
| Main task description | Main (but not all) tasks to be carried by the selected Tenderer in this phase are as follows:   * Customize existing EISSSE CDC - pilot solution offered in this public procurement based on the Detailed Technical Design Document from Phase 2 and minimum required and mandatory functionality defined in section 5.2.6, * Develop missing functionality, * Implement EPS EISSSE CDC - pilot with minimum required and mandatory functionality defined as EISSSE General Functionality and functionality defined in section 5.2.6 and other requirements specified in Detail Technical Design Document from Phase 2, * Integrate the EPS EISSSE CDC - pilot based on Detailed Technical Design Document from Phase 2, * Test the system (stand-alone, integration, user, etc.), * Train future EISSSE users in EPS, * Hand-over the EISSSE CDC - pilot and provide go-live support, * Hand-over the EISSSE visualization infrastructure for central dispatch and control * Achieve EPS acceptance of the EPS EISSSE CDC - pilot. |
| Scope | EPS |
| Deliverables | * Deliverable 5.1 - EISSSE CDC - pilot Handover Protocol Document * Deliverable 5.2 - EISSSE visualization infrastructure for central dispatch and control |

| **Phase 6** | **EISSSE**  **CPS – pilot** |
| --- | --- |
| Phase objective | Objective of this phase is to customize, develop, test, implement, hand-over and go-live with EPS EISSSE CPS – pilot application based on Detailed Technical Design Document from Phase 2 covering minimum required and mandatory functionality defined as Functionality in section 5.2.7 of this document and other requirements specified in Detail Technical Design Document from Phase 2. |
| Main task description | Main (but not all) tasks to be carried by the selected Tenderer in this phase are as follows:   * Customize existing EISSSE CPS – pilot solution offered in this public procurement based on the Detailed Technical Design Document from Phase 2 and minimum required and mandatory functionality defined in section 5.2.7, * Develop missing functionality, * Implement EPS EISSSE CPS – pilot with minimum required and mandatory functionality defined as EISSSE General Functionality and functionality defined in section 5.2.7 and other requirements specified in Detail Technical Design Document from Phase 2, * Integrate the EPS EISSSE CPS – pilot based on Detailed Technical Design Document from Phase 2, * Test the system (stand-alone, integration, user, etc.), * Train future EISSSE users in EPS, * Hand-over the EISSSE CPS – pilot and provide go-live support, * Achieve EPS acceptance of the EPS EISSSE CPS – pilot. |
| Scope | EPS |
| Deliverables | * Deliverable 6 - EISSSE CPS – pilot Handover Protocol Document. |

* + 1. **EISSSE visualization infrastructure for central dispatch**

Central dispatch and control will display complex overview of information on production units that are necessary for accurate decision-making of dispatchers with focus to controlling of production in real time. The Tendered is obliged to deliver, install and put into operation the central dispatch on the selected premise of PE EPS as well as interconnection of the central dispatch with delivered EISSSE system. The delivered central dispatch and control visualization infrastructure has to meet following requirements:

1. Display technology: rear projection
2. Modular concept: at least 6 or more modules
3. Contrast: equal or more than 100000:1
4. Mean Time Between Failures (MTBF):equal or better than 60,000 h
5. Module screen diagonal: equal or more than 50" (1270 mm)
6. AC input voltage: 90-240 VAC, 50-60 Hz
7. Connection: DVI, DisplayPort or HDMI
8. Resolution: equal or better than 1366x768
9. Mounting: wall
10. Operating humidity: 20-80%, non-condensing
11. Operational temperature 10 - 40°C | 50 - 104°F

*Client system:*

* OS MS Windows (recommended Win7 or Win8.1 64bit version)
* Processor 2 x 1.6Ghz
* RAM 8GB
* HDD 40GB free space
* SW MS Office 2007,2010,2013
* 8 x GPU
  + 1. **Expected High-Level EISSSE Project Schedule**

EPS requires that EISSSE Implementation Services would be delivered meeting the deadlines specified in the section 2.10 of this document.

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

Т0

Т0+2

Т0+5

GO

-

LIVE



Т0+8





Фаза 1

-

Aнaлизa и спeцификaциja зaхтeвa зa ЦДС



Фаза 2

-

ИСППЕЕ циљни кoнцeпт зa ЦДС

,



Фаза 3

-

Aнaлизa и спeцификaциja зaхтeвa зa ЦПС



Фаза 4

-

ИСППЕЕ Циљни кoнцeпт зa ЦПС



Фаза 5

-

ЦДС - пилoт



Фаза 6

-

ЦПС – пилoт

Фаза 1

Фаза 2

Фаза 3

Фаза 4

Фаза 5

Фаза 6

* + 1. **EISSSE HW, OS, DB, SSSW**

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

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

**HW and SW requirements for production environment**

*Client system:*

* OS MS Windows (recommended Win7 or Win8.1 64bit version)
* Processor 2 x 1.6Ghz
* RAM 8GB
* HDD 20GB free space
* SW MS Office 2007,2010,2013 (recommended 64bit version)
* Monitor resolution 1680x1050 (min. 1280 x 1024)

*Application real-time control server*

* Mission-critical server
* OS for real-time control SCADA applications (Unix-like, not MS Windows)
* not virtualized (it will be physical server)
* iLO Management
* Minimum 2 CPU, 32 GB RAM, 300 GB HDD

*Real time database server*

* Mission-critical server
* OS for real-time control SCADA applications (Unix-like, not MS Windows)
* not virtualized (it will be physical server)
* iLO Management
* Minimum 2 CPU, 32 GB RAM, 300 GB HDD (RAID 1+0)

*Application server*

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

*Database server*

* OS Oracle Enterprise Linux or MS Windows Server 2008 R2 (or higher)
* not virtualized (it will be physical server)
* Oracle 11g R2 EE with Oracle Data Guard
* IBM Flex System x240 Compute Node, 2x Xeon 6C E5-2640 2.5GHz/1333MHz/15MB, 192GB RAM, 2x FC5022 2-port 16Gb FC Adapter

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

*Application server*

* OS MS Windows Server 2008 R2 (or higher)
* MS Office 2010 English (Excel, Word)
* may be virtualized (MS Hyper-V platform)
* virtual (proposed lower resources which can be increased if it will need)
  + 16 vCPU, 64GB vRAM, 128GB vHDD

*Database server*

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

Each Tenderer is required to provide in his Tender:

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

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

1. **FORMS**

## FORM 1

In accordance with the Article 26 of Public Procurement Law “Official Gazette of the RS, no. 124/12, 14/15 and 68/15) we give the following

**STATEMENT ON INDIVIDUAL TENDER**

as the Tenderer

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

WE S T A T E

under full substantive and criminal liability that

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

(*full name and seat*)

shall submit (joint) Tender in open procedure of public procurement No.1000/0156/2015, Employer – Javno preduzeće “Elektroprivreda Srbije”, submit independently, without agreement with other Tenderers or interested parties.

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

## FORM 2

**TENDER FORM**

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

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

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

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

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

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

On the basis of the invitation for the submission of the tenders in an open procedure of public procurement Information system to support generation and sale of electricity (the Phase 2) and modernization of control and information SCADA system, PP number 1000/0156/2015, published on 14.01.2016., on the Public Procurement Portal, we submit

**TENDER**

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

|  |  |
| --- | --- |
| **PUBLIC PROCUREMENT NUMBER** |  |

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

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

|  |  |
| --- | --- |
| **TENDER SUBMISSION METHOD** (encircle) | * individually * joint tender * with a subcontractor |
| **LEADER- HOLDER OF THE WORK** |  |

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

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

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

Data on other members of Group of Tenderers or subcontractors

|  |  |
| --- | --- |
| **NAME, SEAT, IDENTIFICATION NUMBER AND TIN OF OTHER MEMBERS OF THE GROUP OF TENDERERS OR SUBCONTRACTORS** |  |

**Note:**Table **"Data on other members of the Group of Tenderers or subcontractors"** to be filled only by the Tenderers submitting a joint tender or a tender with sub-contractors, and if there are a number of other members of the Group of Tenderers or subcontractors if needed the table may be extended

**In the event of engagement of the subcontractor:**

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

**1. TOTAL SERVICE PRICE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in letters: \_\_\_\_\_\_\_\_\_\_\_\_)(state the currency and price, VAT excluded), including:**

1. Total price of EISSSE licences: \_\_\_\_\_\_\_\_\_\_\_ (in letters: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

*(list the currency and price, VAT excluded*)

1. Total price of implementation services is:\_\_\_\_\_\_\_\_\_\_ (in letters: \_\_\_\_\_\_\_\_\_\_\_\_\_)

*(list the currency and price, VAT excluded*)

1. Total price for visualization of infrastructure for central dispatch and control:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in letters: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

*(list the currency and price, VAT excluded*)

**2. PAYMENT METHOD AND CONDITIONS:**

1. For procurement of EISSSE licences: \_\_\_\_\_\_\_\_\_\_\_\_\_ *(indicate the conditions)*
2. shall be performed for implementation services upon acceptance of each phase of service execution as follows:

|  |  |  |  |
| --- | --- | --- | --- |
|  | Implementation phase |  | % of total price or amount |
| 1 | Analyses & Requirements Specification for CDC |  |  |
| 2 | EISSSE Target Concept for CDC |  |  |
| 3 | Analyses & Requirements Specification for CPS |  |  |
| 4 | EISSSE Target Concept for CPS |  |  |
| 5 | EISSSE CDC - pilot |  |  |
| 6 | EISSSE CPS – pilot |  |  |

*(indicate the phase of the time schedule and% of the unit price, or the amount from the Tender. In case of stating the % the sum should be 100. In case of stating the amount of their sum must be equal to the total cost for this item)*

1. for visualization of infrastructure for central dispatch and control: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(indicate the conditions)*

*For Foreign tenderers[[1]](#footnote-1) :*

Price from item 2 is the gross value of fees and is subject to withholding tax :

1. under the Agreement on avoidance of double taxation, which the Republic of Serbia has concluded with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (indicate the domicile country of the Tenderer)

2. in full amount, given that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (indicate the domicile country of the Tenderer) has not concluded an Agreement with the Republic of Serbia

**3. MANNER AND DEADLINE FOR SERVICE EXECUTION AND GOODS DELIVERY:**

1. For procurement of EISSSE licences: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. for implementation services:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. for visualization of infrastructure for central dispatch and control:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**4. TENDER VALIDITY PERIOD: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(at least 90 days as of tender opening)**

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

## FORM 3

In accordance with Article 75 paragraph 2 of Public Procurement Law (“Official Gazette of RS” no. 124/12, 14/15 and 68/15) we give the following

**STATEMENT**

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

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

WE STATE

under full substantive and criminal liability that

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

(*full name and seat*)

it shall follow all obligations arising from valid regulations about safety at work, employment and work conditions, environmental protection and is not prohibited to perform the activity at the moment of tender submission in the public procurement procedure number 1000/0156/2015

|  |  |  |
| --- | --- | --- |
| Date: | L.S. | Tenderer/group member/subcontractor: |
|  |  |  |
|  |  |  |

## FORM 4

**PRICE STRUCTURE**

1. Enter unit prices and total prices for EISSSE licences:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Licence name** | **Type** | **Quantity** | **Unit price without VAT in\_\_\_\_\_\_**  **(enter currency)** | **Total price without VAT in \_\_\_\_\_\_**  **(enter currency)** |
|  |  |  |  |  |
|  |  |  |  |  |
| … |  |  |  |  |
| **TOTAL PRICE WITHOUT VAT** | | | |  |
| **PERTAINING TOTAL AMOUNT WITHOUT VAT** | | | |  |
| **TOTAL PRICE WITH VAT** | | | |  |

2**.** Enter the price of service implementation by phases from Time Schedule.

| **Name of phase of service execution** | **Price in\_\_\_\_\_\_**  *(enter currency)* |
| --- | --- |
| 1. Analyses & Requirements Specification for CDC |  |
| 1. EISSSE Target Concept for CDC |  |
| 1. Analyses & Requirements Specification for CPS |  |
| 1. EISSSE Target Concept for CPS |  |
| 1. EISSSE CDC - pilot |  |
| 1. EISSSE CPS – pilot |  |
| **TOTAL PRICE WITHOUT VAT** |  |
| **PERTAINING TOTAL AMOUNT WITHOUT VAT** |  |
| **TOTAL PRICE WITH VAT** |  |

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

## FORM 5

DEBTOR: ………………………………….

(Name and headquarters of the Tenderer)

PIN OF THE DEBTOR (Tenderer)................................................

CURRENT ACCOUNT OF THE DEBTOR (Tenderer)................................................

TIN OF THE DEBTOR (Tenderer)................................................

ISSUES on .......................................................

**BILL OF EXCHANGE LETTER - MANDATE**

**FOR THE USER OF BLANK, SOLO BILL OF EXCHANGE**

USER – CREDITOR: Javno preduzece “Elektroprivreda Srbije” Beograd, Carice Milice 2, 11000 Beograd, Registration number 20053658, TIN 103920327, current account number: 160-700-13 Banka Intesa

We deliver to you blank solo bill of exchange and authorize the Creditor to fill out the submitted bill of exchange No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*insert serial number of bill of exchange*) to the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*insert amount in dinars*) \_\_\_ % (insert percentage) of the value of the tender, VAT exclusive, as a tender guarantee with validity period of \_\_\_\_ (*insert number of days*) days as of the moment of tender opening provided that potential tender validity period extension results in extension of the validity period of the bill of exchange and bill of exchange mandate by the same number of days, as well.

At the same time we authorize the Creditor to fill out the bill of exchange for collection to the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_ dinars) and to collect the payment unconditionally and irrevocably, without objection and expenses, extra judicial, in accordance with all applicable rules, from all Debtor’s accounts \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(*insert appropriate data of the debtor – bill of exchange issuer – name, place and address*) with the bank, in favour of the Creditor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We authorize the banks with whom we have the accounts for collection to effect the payment from all our accounts and to record the submitted payment order in the record keeping of the waiting list due to possible lack of funds or insufficient funds on the account or due to liability of respecting the order of payment from the account.

The Debtor waive the right to withdraw this mandate, to prepare objections to the debt and to cancel the debt for collection on the basis hereof.

The bill of exchange is also valid in the event that the following occurs: the change of person who is authorized to represent the Debtor, status changes or establishing new legal entities by the Debtor. The bill of exchange is signed by person authorized to represent the Debtor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*insert name and surname of authorized person*).

This bill of exchange letter - mandate is made in 2 (two) identical copies, out of which 1 (one) is kept by the Creditor, and 1 (one) is kept by the Debtor.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ bill of exchange issuer

Conditions of liability on the instrument:

1. If, as Tenderer in the public procurement procedure, we withdraw or waive our tender within its validity period (tender options)

2. If, as selected Tenderer, we fail to sign the contract with the Employer within the deadline defined in the invitation to sign the contract or if we fail to provide or refuse to provide guarantee/bill of exchange within the deadline defined in tender documents.

L.S.

Place:\_\_\_\_\_\_\_\_\_\_\_\_\_ AUTHORIZED PERSON OF TENDERER

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

Enclosure:

* 1 signed and certified blank solo bill of exchange as a tender guarantee
* Carbon copy of specimen signature of persons authorized for signing certified on the day of bill of exchange and bill of exchange letter issuing
* Carbon copy of CS form for legal representative
* Certified request to the business bank to register the bill of exchange in the Register of Bills of Exchange or Mandates of NBS in accordance with the Decision on Detailed Terms, Contents and Manner of Keeping the Register of Bills of Exchange or Mandates of NBS

## FORM 5.1

**(note: not to be submitted within the tender)**

DEBTOR:

………………………………………………………………………………………….

(Name and headquarters of the Tenderer)

PIN OF THE DEBTOR (Tenderer)..............................................................................

CURRENT ACCOUNT OF THE DEBTOR (Tenderer)................................................

TIN OF THE DEBTOR (Tenderer)................................................

ISSUES on .......................................................

**BILL OF EXCHANGE LETTER - MANDATE FOR THE USER OF BLANK, SOLO BILL OF EXCHANGE**

USER – CREDITOR: Javno preduzece “Elektroprivreda Srbije” Beograd, Carice Milice 2, 11000 Beograd, Registration number 20053658, TIN 103920327, current account number: 160-700-13 Banka Intesa

We deliver to you 1 (one) signed and certified blank solo bill of exchange, serial number \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*insert serial number*) as a financial security instrument and authorize Javno preduzece “Elektroprivreda Srbije” Beograd, Carice Milice 2, Beograd, as Creditor, to fill out the submitted bill of exchange up to the maximum amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dinars, (and in letters \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dinars) *(insert amount in dinars*), under the Contract for procurement \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*fill in the subject of the Contract*), No. \_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*registered with User – Creditor*) and No. \_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*registered with Debtor*) as a financial security instrument for good performance in the amount of \_\_\_\_ % (*insert percentage*) of contracted value of goods if \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*insert name of the Debtor*), as Debtor, fail to fulfil contractual obligations within contracted period, for PP No. \_\_\_\_\_ (*insert number of procurement of Employer*)

Issued blank solo bill of exchange, serial number \_\_\_\_\_\_\_\_\_\_\_\_ (*insert serial number*) may be presented for collection within due date defined in the Contract No. \_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_ (*registered with User – Creditor*) and No. \_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*registered with Debtor*), i.e. until the expiration of the period of \_\_\_\_ (\_\_\_\_\_\_\_\_\_) (*insert number of days*) days, at the latest, from contracted deadline of execution of work, provided that potential extension of the deadline of execution of work results in extension of the validity period of the bill of exchange and bill of exchange mandate by the same number of days, as well.

We hereby unconditionally and irrevocably authorize Javno preduzeće “Elektroprivreda Srbije“ Beograd, as Creditor, to effect the collection of due securities of blank solo bill of exchange, without objection and expenses, in accordance with the above mentioned conditions, to INICIATE payment extra judicial - by issuing the payment order for collection from current account of the Debtor No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank, and in favour of the current account of the Creditor No. 160-700-13 Banka Intesa.

The bill of exchange is also valid in the event that, during the term of the stated Contract, the following occurs: the change of persons authorized to represent the legal person, persons authorized to avail the funds from the Debtor’s account, change of the seal, status changes of the Debtor, establishing new legal entities by the Debtor and other changes significant for the legal transactions.

The Debtor waive the right to withdraw this mandate, to prepare objections to the debt and to cancel the debt for collection on the basis hereof.

The bill of exchange is signed by legal representative/person authorized to represent the Debtor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert name and surname of authorized person).

This bill of exchange letter - mandate is made in 2 (two) identical copies, out of which 1 (one) is kept by the Creditor, and 1 (one) is kept by the Debtor.

Place and date of Mandate issuing DEBTOR – ISSUER OF BILL OF EXCHANGE

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

Signature of authorized person

Enclosure:

* 1 (one) signed and certified blank solo bill of exchange as a tender guarantee
* Carbon copy of specimen signature card certified by the bank from the bill of exchange mandate on the day of bill of exchange and bill of exchange letter issuing
* CS form for legal representative and authorized person that signed the bill of exchange
* Certified request to the business bank to register the bill of exchange in the Register of Bills of Exchange or Mandates of NBS in accordance with the Decision on Detailed Terms, Contents and Manner of Keeping the Register of Bills of Exchange or Mandates of NBS

## FORM 5.2

**(note: not to be submitted within the tender)**

PERFORMANCE BOND

BENEFICIARY: Javno preduzece “Elektroprivreda Srbije” Beograd, Carice Milice 2, Beograd, TIN 103920327, registration number 20053658, current account number: 160-700-13 Banka Intesa

Principal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name and address), TIN\_\_\_\_\_\_\_\_, registration number \_\_\_\_\_\_\_\_\_\_, current account number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BANK GUARANTEE NO.\_\_\_\_\_\_\_\_\_\_

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as:

Principal) and Javno preduzece “Elektroprivreda Srbije” Beograd, Carice Milice 2, Beograd, (hereinafter referred to as: Beneficiary) have concluded Contract no. ......................dated ................ (hereinafter referred to as: Contract) for .......................................................................... /work description/ and in accordance with conditions of Contract, performance bond should be submitted by the Principal in the amount of ………./amount in numbers/ that makes 10% of the value of Contract, VAT excluded.

In accordance with the abovementioned, we .......................................................... /bank name and address/ hereby irrevocably and unconditionally guarantee that we will, upon your first demand, waiving all rights of objection and defense and despite opposition from the Principal, pay any sum or sums not exceeding the total amount of ..................... /amount in numbers/ (in letters: ..............................................) immediately upon receipt of your first written demand and your written statement stating that: the Principal violated its obligation(s) under the terms of the Contract and in what way he committed the violation.

This guarantee is valid 30 (thirty) days longer than the date of final completion of work, and no later than.................................... (insert date). Accordingly, we have to receive demand for payment under this Guarantee until that date at the latest, or before that date.

This guarantee cannot be assigned or transferred without written consent of the Beneficiary, Principal and Guarantor Bank.

In the event that the seat of business of the Guarantor Bank is in the Republic of Serbia, in case of a dispute under this Guarantee, jurisdiction of a court in Belgrade shall be determined, as well as application of substantive law of the Republic of Serbia. In the event that seat of business of the Guarantor Bank is outside the Republic of Serbia, in case of a dispute under this Guarantee, jurisdiction of the International Commercial Arbitration at the Serbian Chamber of Commerce is determined, venue of arbitration in Belgrade, with the application of Rulebook of the Chamber and procedural and substantive law of the Republic of Serbia.

This guarantee is governed by the Uniform rules for guarantees on demand URDG 758, International Chamber of Commerce in Paris.

Place \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature and stamp of the Guarantor

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTE: In case that the Principal submits a guarantee of foreign bank, credit rating awarded to such bank has to be at least of the level corresponding to quality 3 (investment rank) credit rating.

## FORM 6

Pursuant to the Article 88 of the Public Procurement Law (Official Gazette of the Republic of Serbia, No. 124/12, 14/15 and 68/15) we provide the following:

**TENDER PREPARATION COSTS FORM**

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

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

**Note:** The Tenderer may submit within the tender total amount and structure of tender preparation costs in accordance with the given Form and Article 88 of the Law.

## FORM 7

Pursuant to the Article 77, paragraph 4 of the Public Procurement Law (Official Gazette of the Republic of Serbia, no. 124/12, 14/15 and 68/15) I give the following

**STATEMENT**

**ON FULFILMENT OF CONDITIONS AS PER THE ARTICLE 75**

**OF THE PUBLIC PROCURMENT LAW**

In the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(*insert: tenderer, member of the group of tenderers in joint tender, subcontractor*)

WE HEREBY DECLARE

under full material and criminal responsibility that

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

(*full name and head office*)

meets all conditions under the Article 75, paragraph 1, of the Law, i.e. terms and conditions defined by tender documents in open procedure of public procurement no. 1000/0156/2015, of the Employer – Javno preduzece “Elektroprivreda Srbije” Beograd, as follows:

1. It is registered with the competent authority, i.e. entered into corresponding register;
2. It and its legal representative have not been convicted of any criminal offense as a member of organized criminal group, that he was not sentenced for crimes against economy, criminal acts against environment, the offense of receiving or giving bribe, the crime of fraud;
3. It has paid due taxes, contributions and other public duties in accordance with the regulations of the Republic of Serbia (*or foreign country if it has seat in its territory*);

Date: L.S. Tenderer/member of the group/subcontractor

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

## FORM 8

**LIST OF TENDERER’S REFERENCES**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Name and seat of the previous client/employer** | **State of contract realization** | **Name of goods/services and value, VAT exclusive** | **Brief description of goods/services** | **Manner of execution** |
| 1. |  |  |  |  |  |
| 2. |  |  |  |  |  |
| 3. |  |  |  |  |  |
| 4. |  |  |  |  |  |
| 5. |  |  |  |  |  |
| 6. |  |  |  |  |  |

Date: L.S. Tenderer:

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

Form to be copied as needed.

## FORM 8.1

|  |  |
| --- | --- |
| **Employer’s name** |  |
| **Seat, address and number** |  |
| **Telephone, fax, е-mail** |  |
| **Identification number** |  |
| **TIN** |  |
| **Authorized person and position at Employer** |  |

**C E R T I F I C A T E**

Tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ implemented for us the contract \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ that included \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

*(enter name and description of delivered goods/ executed services*)

in the period from \_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_, in total value of \_\_\_\_\_\_\_\_ .

The subject contract was implemented by the Tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*insert: independently or as a Leader or as a member of the group of tenderers*), its participation being \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*insert if the tenderer implemented the subject contract as a member of the group of tenderers*).

Place of contract implementation is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

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

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

Employer

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

(signature and stamp of authorized person)

## FORM 9

**SERVICE EXECUTION TIME SCHEDULE**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Module/ Activity1** | **Months** | | | | | | | |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** |
| 1 | Analyses & Requirements Specification for CDC |  |  |  |  |  |  |  |  |
| 2 | EISSSE Target Concept for CDC |  |  |  |  |  |  |  |  |
| 3 | Analyses & Requirements Specification for CPS |  |  |  |  |  |  |  |  |
| 4 | EISSSE Target Concept for CPS |  |  |  |  |  |  |  |  |
| 5 | EISSSE CDC - pilot |  |  |  |  |  |  |  |  |
| 6 | EISSSE CPS – pilot |  |  |  |  |  |  |  |  |

1Indicate the timetable and duration of each module of implementation

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

## FORM 10

**LIST OF ENGAGED PERSONS THAT SHALL BE RESPONSIBLE FOR CONTRACT PERFORMANCE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Name and surname** | **Qualification/**  **degree** | **Field he is in charge of in the project** | **Project position** |
| **1.** |  |  |  |  |
| **2.** |  |  |  |  |
| **3.** |  |  |  |  |
| **4.** |  |  |  |  |
| **5.** |  |  |  |  |
| **6.** |  |  |  |  |
| **7.** |  |  |  |  |
| **8.** |  |  |  |  |
| **9.** |  |  |  |  |
| **10.** |  |  |  |  |

The above table may be expanded with as many rows as needed.

|  |  |  |
| --- | --- | --- |
| PLACE AND DATE | L. S. | Tenderer/member of the group |
|  |  |  |
|  |  |  |

## FORM 10.1

**CURRICULUM VITAE OF THE TEAM MEMBER – CV**

1. Proposed role in the project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

3. Date of birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. Education:

|  |  |  |
| --- | --- | --- |
| 4.1 | Degree(s) or Diploma(s) obtained: |  |
| 4.2 | Institution(s) - Date: from(months/year) to (months/year): |  |

5. Membership in professional bodies:

6. Other trainings (state the institutions and degrees/diplomas/specialisations obtained):

7. Countries where work experience was obtained (list of countries):

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

|  |  |  |  |
| --- | --- | --- | --- |
| Language | Speaking | Reading | Writing |
| Serbian |  |  |  |
| English |  |  |  |
|  |  |  |  |

9. Professional experience (starting from the current position up to the first employment):

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

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

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

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

11. Previous engagement on activities being the subject of the project (from past activities, please state only those demonstrating the capability of the proposed team member relevant for the procurement subject

|  |  |
| --- | --- |
| Project name: |  |
| Year: |  |
| Location: |  |
| Client: |  |
| Main characteristics of the project: |  |
| Position: |  |
| Activities: |  |

Date:

Team member signature:

**Note**: Attached Curriculum Vitae shall be accompanied by the Statement of the relevant person and the tenderer confirming that it is true and accurate.

## FORM 11

**STATEMENT ON EISSSE SOLUTION PROPOSED**

Concerning the Invitation to Tender for the public procurement of services with accompanying goods “Information system to support generation and sale of electricity (the Phase 2) and modernization of control and information SCADA system”, published on the portal of PPO on 1000/0156/2015, under criminal, material and moral responsibility we declare that our proposed EISSSE solution exists and includes all functionalities described in section 5.2.5 – 5.2.11.

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

1. MODEL CONTRACT

*In accordance with the given Model Contract and elements of the most favourable tender, the Public Procurement Contract shall be concluded. The Tenderer shall sign, certify and deliver the given Model Contract within the tender.*

**CONTRACTING PARTIES**:

1. Public Enterprise "Electric Power Industry of Serbia", Beograd, Carice Milice 2, Company ID Number: 20053658, TIN 103920327, Current Account Number: 160-700-13 Banka Intesa ad Beograd, represented by legal representative Aleksandar Obradović, General Manager (hereinafter: Employer)

And

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_from\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(address), Company ID Number: \_\_\_\_\_\_\_\_\_\_\_, TIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (as a Leader for and on behalf of the group of tenderers), /note: shall be indicated in the text of the Contract in case of a joint tender/ (hereinafter referred to as: Service Provider)

(hereinafter jointly referred to as: Contracting Parties)

(In case of tender with subcontractors or joint tender):

while the group members/subcontractors are:

1.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_from\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(address), Company ID Number: \_\_\_\_\_\_\_\_\_\_\_, TIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Current Account Number: \_\_\_\_\_\_\_\_\_\_\_\_ Bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_from\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(address), Company ID Number: \_\_\_\_\_\_\_\_\_\_\_, TIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Current Account Number: \_\_\_\_\_\_\_\_\_\_\_\_ Bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Concluded in Belgrade, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the following

**CONTRACT**

bearing in mind that:

* The Employer, pursuant to Article 32 of Public Procurement Law, has conducted an open procedure for public procurement of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, PP No. \_\_\_\_\_\_\_\_\_\_\_;
* The Invitation to Tender related to the subject public procurement was published on the Public Procurement Portal on \_\_\_\_\_\_\_\_\_, as well as on the Portal of official journals of the Republic of Serbia and the base of regulations and web site of the Employer;
* The Tender submitted by the Service Provider within the open procedure, registered with PE EPS under number \_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_, fully meets Employer’s requests under the Tender Documents;
* The Employer, on the basis of the Tender of the Service Provider and Decision on Contract Award, selected the Service Provider for subject procurement realization.

**Subject of the Contract**

**Article 1**

With this Contract Contracting Parties stipulate the mutual rights, obligations and liabilities regarding the procurement of services along with goods delivery for “Information system to support generation and sale of electricity (the Phase 2) and modernization of control and information SCADA system” (hereinafter referred to as: EISSSE or EISSSE project), such are:

1. EISSSE software licenses;
2. EISSSE Implementation Services;
3. EISSSE visualization infrastructure for central dispatching system;

and fully in accordance with Tender Documents of the Employer for the public procurement No. PP\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) and Tender of the Service Provider, Tender No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registered with PP EPS under number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which in the form of Appendix 1 and Appendix 2 make an integral part of the Contract.

**Article 2**

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

Unit prices for some of the services and goods which are the subject of this Contract are indicated in Appendix 2, which makes an integral part of this Contract, are fixed and cannot be changed during the Contract validity period.

*(Note: Final text of this Article of the Contract shall be agreed upon if the Contract is signed with foreign person, resident of the state with the Republic of Serbia does have or does not have the contract concluded with)*

Total price as per the paragraph 1 of this Article represents gross value of the remuneration subject to withholding tax:

1.under the Contract on double-taxation avoidance concluded by the Republic of Serbia with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*indicate the domicile country of the Service Provider*)

2.at full rate, taking into account that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*indicate the domicile country of the Service Provider*) did not conclude the Contract on double-taxation avoidance with the Republic of Serbia.

**MODALITIES AND TERMS OF INVOICING AND PAYMENT**

**Article 3**

(*Note: final text of this Article shall be agreed on upon contract award*)

Service Provider shall issue the invoice within 3 (three) days as of the day of mutual signing of the Minutes of quantitative and/or qualitative goods/services acceptance (hereinafter referred to as: Minutes).

Employer shall effect the payment within up to 45 (fortyfive) days as of the day of receipt of correct invoice issued on the basis of the signed and verified Minutes, and in accordance witht the provision of the contract, by authroized representative of the Employer and Service Provider.

*If the contract is signed with domestic tenderer and with the price expressed in foreign currency*:

The Price for services expressed in euros, Service Provider invoices in dinars, calculated acording to the middle exchange rate of the National Bank of Serbia on the date of transaction, i.e. date of Minutes signing, at which value the Employer shall effect the payment.

*If the Contract is signed with foreign person*:

Service Provider agrees that the Employer withhold and pay the withholding tax on gross contracted value on the basis of author’s fee in the name of assignment of rights of use of license and other services as per the Article 2.

Service Provider shall submit to the Employer evidence on status of the resident of the domicile country by submitting certificate of residence certified by competent authority of the docimiclie country in the form provided by regulations of the Republic of Seriba or certified translation of the form prescribed by competent authority of the domiclie country of the Service Provider and evidence that the real owner of the right of benefit at contract singing or within 8 days as of the day of contract signing, in accordance with concluded Contract \_\_\_\_\_\_\_\_\_\_ on double-taxation avoidance \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*state the exact name of the Contract*).

In case it fails to submit evidence as per the previous paragraph, Employer shall calculate, deduct and pay the withholding tax in accordance with the regulations of the Republic of Serbia without applying concluded Contract on double-taxation avoidance with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*state the exact name of the Contract*).

*If foreign person submitted all evidence for the Contract on double-taxation application:*

Employer shall submit to the Service Provider certificate on withholding tax paid, it should be original certificate issued by the tax authority of the Republic of Serbia within 30 days of the day of tax payment.

**Procurement of EISSSE Software Licences**

**Article 4**

Based on this Contract, the Service Provider sells and the Employer buys the EISSSE software licenses for 20 users indicated in the Appendix 1 and Appendix 2, which make an integral part of this Contract.

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

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

**Article 5**

Service Provider is obliged to perform delivery of the software licenses from the Appendix 1 within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. *(please indicate the deadlines from the Tender),* and before the Start date of licensing rights, at the latest.

**Article 6**

The total price for the procurement of software licenses from Article 4 of this Contract amounts to \_\_\_\_\_\_\_\_\_\_\_ (in words:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) (*please indicate amount and currency from the Tender*), value added tax excluded.

**Article 7**

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

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

Service Provider has the right to perform regular checks of the software licenses. In case that licenses checks show additional or exceeded usage of the software products defined in paragraph 2 of this Article, such usage shall be verified by Service Provider, and Employer shall be notified in writing and further steps shall be taken as defined in paragraph 2 of this Article.

**Procurement of EISSSE Implementation Services**

**Article 8**

Employer obtains EISSSE implementation services of Service Provider, products defined in the Appendix 1 and the Appendix 2, which make an integral part of this Contract.

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

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

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

**Article 9**

Employer shall provide performance of contracted services in which the Service Provider participates, primarily in its premises in Belgrade.

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

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

**Article 10**

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

**Article 11**

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

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

**Visualization infrastructure for central dispatching system**

**Article 12**

Service Provider is obliged to deliver, install and put in operation visualization infrastructure for dispatching centre in the chosen premises of the Employer in Belgrade, in accordance with the service schedule and plan, as well as to connect dispatching centre with delivered EISSSE system.

**Article 13**

Total price for visualization infrastructure for central dispatching system amounts to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(please indicate amount and currency from the Tender*), value added tax excluded.

**ACCEPTANCE OF PROJECT DELIVERIES**

**Article 14**

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

**Article 15**

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

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

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

The Employer retains the right to request from the 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 Provider’s staff for the duration of the Contract, all costs incurred by such a replacement shall be borne by the Service Provider.

**Article 16**

Service Provider shall start delivery of goods and performance of services, which are subject of this Contract not later than within 5 (five) days of the day of Contract conclusion.

A unique deadline for services performance and goods delivery subject of this Contract is \_\_\_\_ (*please indicate the deadline from the Tender*) months of the day of Contract conclusion, i.e. up to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*please indicate the end date of completion*).

Final quantitative and qualitative acceptance of services and goods subject of this Contract, shall be verified by the Minutes of final acceptance, which contracting Parties prepare upon completion of the last phase of implementation service execution.

**Article 17**

In case of exceeding the deadline as per the Article 18 of this Contract by fault of the Service Provider, the Srvice Provider is obliged to pay to the Employer remunaration for delay of 0.2 % per day for each day of delay, and up to 10 % at the most of the contracted value without VAT calculated.

Remuneration payment as per the paragraph 1 of this Article shall be due within 10 (ten) working days of the day of submission of the inovice to the Service Provider by the Employer for payment of delay remuneration.

**Financial Security Instruments**

**Article 18**

Service Provider is obliged to deliver to Employer the irrevocable, unconditional (without protest) performance bank guarantee payable at first written demand, in the amount of 10% of the total contract value, VAT excluded. Service Provider shall submit the specified bank guarantee at the Contract conclusion, or not later than 8 (eight) days from the Contract conclusion date.

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

In case the Service Provider does not fulfil its contractual obligations, Employer shall enforce the payment of the enclosed bank guarantee.

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

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

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

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

**Force Majeure**

**Article 19**

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 occurrence of Force Majeure within three working days.

In the event of Force Majeure, contracting parties may agree on extension of deadline for execution by the time for which delay in execution of contractual obligations occurred as the result of Force Majeure.

In the event under previous paragraph of this Article hereof, the Employer shall act in accordance with Article 115, paragraph 2 and 5 of the Law.

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 30 days, any of the Contracting Parties may terminate this Contract within 15 days, by submitting a written notice of intent to terminate the Contract to the other Contracting Party.

**GENERAL TERMS AND CONDITIONS**

**Article 20**

Service Provider and staff engaged in performance of activities which are subject of this Contract, shall keep confidentiality of all data and information contained in documentation, reports, technical data and information, obtained in connection with realization of this Contract and to use them strictly for the purpose of contracted work performance, and in accordance with the Agreement on Maintaining the Trade Secret and Confidential Information in the Appendix 4 which makes an integral part of this Contract.

Information, data and documentation submitted by the Employer to the Service Provider during perfrmance of the subject of the Contract, Service Provider may not make available to third persons without previous written consent of the Employer.

Besides, Service Provider is obliged to comply with applicable policiies of JP EPS information security in all elements and over all phases of realization of EISSSE project.

**Article 21**

The following appendices make an integral part of this Contract:

|  |  |
| --- | --- |
| Appendix 1 | Tender Documents for the Public Procurement of “Information system to support generation and sale of electricity (the Phase 2) and modernization of control and information SCADA system”, public procurement number for the current year PP \_\_\_\_\_\_\_\_\_\_\_\_. |
| Appendix 2 | Tender Bid of *[Note: Name of the Tenderer],* Tender No. \_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_, registered with PE EPS under number \_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_ |
| Appendix 3 | General List of Software Licenses Types and Usage Rules |
| Appendix 4 | Agreement on Maintaining the Trade Secret and Confidential Information |

**Article 22**

This Contract shall be deemed concluded under suspensive condition, when signed by authorized legal representatives of the Contracting Parties, and shall become effective when the Service Provider fulfils suspensive condition and submits within contracted period bank performance guarantee from Article 18 of this Contract, in accordance with requirement of the Appendix 1 and this Contract.

**Article 23**

Invalidity of any of provisions hereof shall not influence validity of other provisions of the Contract, unless significantly effects the realization of this Contract.

**Article 24**

For all issues not regulated by this Contract, provisions of the Law on Contracts and Torts and provisions of other positive legal regulations shall apply, applicable with regard to the subject of the Contract.

**Article 25**

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

The Contracting Parties agree to amicably settle all possible disputes arising from this Contract based on good business cooperation. If they fail in this, a board shall be formed of the representatives of both Contracting Parties and one common representative, and if even then the possible dispute is not settled within 45 days from the commencement of the Board, the competent court shall be the one in Belgrade. (International Commercial Arbitration with the Chamber of Commerce of Serbia, venue of arbitration in Belgrade, with the application of the Rules of Chamber *[note: final text of the Contract depends on whether the local or foreign Service Provider is selected]*)

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

**Article 26**

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

**SERVICE PROVIDER EMPLOYER**

**Name JP “Elektroprivreda Srbije“**

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

Name and surname Aleksandar Obradović

position General Manager

**APPENDIX4**

**MODEL CONFIDENTIALITY AGREEMENT**

Concluded between

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

and

2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registration number: \_\_\_\_\_\_\_\_\_\_\_, TIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Current Account Number: \_\_\_\_\_\_\_\_\_\_\_\_ represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as: Service Provider),

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

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

**Article 1**

Contracting Parties have agreed, related to procurement of Information system to support generation and sale of electricity (the Phase 2) and modernization of control and information SCADA system - Public Procurement No. 1000/0156/2015, to allow an access to and exchange of information which constitute Business Secret, as well as personal information, and to protect their confidentiality in the manner and under the terms and conditions established by this Agreement, Law and internal acts of the Contracting Parties.

This Agreement makes an annex to the basic Contract No. \_\_\_\_\_ dated \_\_\_\_.

**Article 2**

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

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

**Business Secret Holder** – entity controlling the use of business secrets under the law

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

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

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

**Receiving Contracting Party** – Contracting Party receiving from Disclosing Contracting Party information which represents Business Secret and thus becoming the Business Secret Holder.

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

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

**Article 3**

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

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

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

Unless otherwise explicitly provided,

1. Neither Contracting Party shall use business secret or confidential information of the other Contracting Party,
2. Neither Contracting Party shall disclose these information to the third party, except to employees and advisors of each Contracting Party that need such information (and are subject to limited use and limitations in disclosing that are at least restrictive as those performed by employees and advisors in writing); and
3. Each Contracting Party shall try to keep business secret/confidential information of the other Contracting Party confidential in the same manner it keeps its business secret and/or confidential information of the same importance, but never less than reasonable.

**Article 4**

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

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

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

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

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

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

**Article 5**

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

**Article 6**

Each Contracting Party is obliged to determine:

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

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

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

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

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

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

**Article 7**

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

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

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

**Article 8**

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

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

Material and electronic media, in/on which the Business Secret is, shall possess the following markings of level of secrecy:

On behalf of the Employer:

Business Secret

Javno preduzeće Elektroprivreda Srbije

Carice Milice 2, Beograd

or:

Confidential

Javno preduzeće Elektroprivreda Srbije

Carice Milice 2, Beograd

On behalf of the Service Provider:

Business Secret

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

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

or:

Confidential

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

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

**Article 9**

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

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

**Article 10**

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

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

**Article 11**

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

**Article 12**

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

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

**Article 13**

The Contracting Parties shall endeavor to settle amicably all disputes arising from, in relation to or due to the breach of the provisions under this Agreement. If no agreement is reached, the subject matter jurisdiction of the court in Belgrade shall be contracted (International Commercial Arbitration with the Chamber of Commerce of Serbia, venue of arbitration in Belgrade, with the application of the Rules of Chamber *[note: final text of the Contract depends on whether the local or foreign Service Provider is selected]*)

**Article 14**

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

**Article 15**

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

**Article 16**

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

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

**Article 17**

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

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

**SERVICE PROVIDER EMPLOYER**

**Name JP EPS**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** L.S. L.S. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full name Aleksandar Obradović

Title General Manager

***II***

***Consolidated version of the tender documents shall be published on Public Procurement Portal and website of the Employer.***

1. To be filled in by foreign tenderer only , by circling the number and filling in [↑](#footnote-ref-1)