

EMPLOYER

JAVNO PREDUZEĆE

‘ELEKTROPRIVREDA SRBIJE’

BEOGRAD

ULICA CARICE MILICE BROJ 2

**TENDER DOCUMENTS**

**FOR THE PUBLIC PROCUREMENT**

of consulting services

**Improvement of efficiency and productivity of JP EPS**

(No. 812/10-14 dated 28.04.2014.)

**- UNDER AN OPEN PROCEDURE -**

**PUBLIC PROCUREMENT 132/13/DEFP**

**Belgrade, April 2014**

Pursuant to Article 32 and 61 of the Public Procurement Law (“Official Gazette of RS” no. 124/2012, hereinafter referred to as: Law), Article 2 of the Rulebook on Mandatory Elements of Tender Documents in Public Procurement Procedures and on Manner of Proving Fulfillment of Requirements (“Official Gazette of RS” no. 29/2013), Decision on Initiating Public Procurement Procedure (JP EPS number 3499/2-13 dated 27.12.2013.) and Decision on Forming Public Procurement Committee (JP EPS number 3499/3-13 dated 27.12.2014.) we have prepared the following:

**TENDER DOCUMENTS**

**FOR THE PUBLIC PROCUREMENT OF CONSULTING SERVICES –**

**Improvement of efficiency and productivity of JP EPS**

**UNDER AN OPEN PROCEDURE**

**PUBLIC PROCUREMENT 132/13/DEFP**

**Tender documentation contains:**

**C O N T E N T**

[1. GENERAL DATA ON PUBLIC PROCUREMENT 4](#_Toc386441362)

[3. INSTRUCTION TO TENDERERS ON HOW TO PREPARE TENDERS 5](#_Toc386441363)

[3.1 INFORMATION ON THE LANGUAGE IN PUBLIC PROCUREMENT PROCEDURE 5](#_Toc386441364)

[3.2 TENDER PREPARATION METHOD AND THE TENDER FORM FILLING INSTRUCTIONS 5](#_Toc386441365)

[3.3 TENDER SUBMISSION, AMENDMENT, ADDITION AND CANCELLATION 6](#_Toc386441366)

[3.4 LOTS 6](#_Toc386441367)

[3.5 TENDER WITH VARIANTS 6](#_Toc386441368)

[3.6 TENDER SUBMISSION DEADLINE AND TENDER OPENING 7](#_Toc386441369)

[3.7 SUBCONTRACTORS 7](#_Toc386441370)

[3.8 GROUP OF TENDERERS (JOINT TENDER) 8](#_Toc386441371)

[3.9 PAYMENT METHOD AND CONDITIONS 9](#_Toc386441372)

[3.10 SERVICE EXECUTION PERIOD 9](#_Toc386441373)

[3.11 SERVICE EXECUTION TIME SCHEDULE 9](#_Toc386441374)

[3.12 STAFF ENGAGEMENT AND WORK PLAN 10](#_Toc386441375)

[3.13 PRICE 10](#_Toc386441376)

[3.14 FINANCIAL SECURITY INSTRUMENTS 11](#_Toc386441377)

[3.15 ADDITIONAL INFORMATION AND CLARIFICATIONS 12](#_Toc386441378)

[3.16 ADDITIONAL EXPLANATION, CONTROL AND PERMITTED CORRECTIONS 12](#_Toc386441379)

[3.17 NEGATIVE REFERENCES 12](#_Toc386441380)

[3.18 CONTRACT AWARDING CRITERIA 13](#_Toc386441381)

[3.19 COMPLIANCE WITH LABOUR LAW REGULATIONS AND OTHER REGULATIONS 23](#_Toc386441382)

[3.20 PATENT USE FEE 23](#_Toc386441383)

[3.21 TENDER VALIDITY PERIOD 23](#_Toc386441384)

[3.22 CONTRACT SIGNING DEADLINE 23](#_Toc386441385)

[3.23 CONFIDENTIAL DATA LABELLING METHOD 24](#_Toc386441386)

[3.24 TENDER COSTS 24](#_Toc386441387)

[3.25 PRICE STRUCTURE FORM 24](#_Toc386441388)

[3.26 MODEL CONTRACT 25](#_Toc386441389)

[3.27 INFORMATION ON THE COMPETENT AUTHORITY WHERE TIMELY AND CORRECT INFORMATION ON TAX LIABILITIES, ENVIRONMENTAL PROTECTION AND EMPLOYMENT PROTECTION AND WORKING CONDITIONS COULD BE PROVIDED 25](#_Toc386441390)

[3.28 REASONS FOR REJECTION OF THE TENDER AND CANCELLATION OF THE PROCEDURE 25](#_Toc386441391)

[3.29 DATA ON CONTENT OF THE TENDER 25](#_Toc386441392)

[3.30 SAFEGUARD OF TENDERERS’ RIGHTS 26](#_Toc386441393)

[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 28](#_Toc386441394)

[4.1 MANDATORY CONDITIONS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE 28](#_Toc386441395)

[4.2 ADDITIONAL CONDITIONS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE 28](#_Toc386441396)

[4.3 INSTRUCTIONS ON HOW TO PROVE THE FULFILMENT OF CONDITIONS 29](#_Toc386441397)

[4.4. CONDITIONS THAT EVERY SUBCONTRACTOR, I.E. MEMBER OF THE GROUP OF TENDERERS MUST FULFILL 32](#_Toc386441398)

[4.5 FULFILLMENT OF THE CONDITIONS FROM ARTICLE 75, PARAGRAPH 2 OF THE LAW 33](#_Toc386441399)

[4.6 MANNER OF EVIDENCE SUBMISSION 33](#_Toc386441400)

[5. TYPE, TECHNICAL CHARACTERISTICS AND SPECIFICATION OF THE PUBLIC PROCUREMENT SUBJECT 35](#_Toc386441401)

[5.1 SUBJECT OF THE INVITATION 35](#_Toc386441402)

[5.2 TERMS OF REFERENCE: 35](#_Toc386441403)

[6. FORMS 49](#_Toc386441404)

[STATEMENTON INDIVIDUAL TENDER 49](#_Toc386441405)

[TENDER FORM 50](#_Toc386441406)

[STATEMENT 52](#_Toc386441407)

[SERVICE EXECUTION TIME SCHEDULE 53](#_Toc386441408)

[PRICE STRUCTURE 54](#_Toc386441409)

[MODEL CONTRACT 55](#_Toc386441410)

[QUALIFICATION STRUCTURE, POSITION AND TEAM MEMBER ENGAGEMENT TIME 66](#_Toc386441411)

[OVERVIEW OF STAFF ENGAGEMENT 1 67](#_Toc386441412)

[C E R T I F I C A T E FOR PROPOSED TEAM MEMBER 68](#_Toc386441413)

[CURRICULA VITAE OF TEAM MEMBER 69](#_Toc386441414)

[STATEMENT ON THE NUMBER OF EMPLOYEES 71](#_Toc386441415)

[TENDERERS REFERENCE LIST 72](#_Toc386441416)

[TENDER PREPARATION COSTS FORM 74](#_Toc386441417)

[MODEL CONFIDENTIALITY AGREEMENT 75](#_Toc386441418)

**Total number of pages: 81**

# GENERAL DATA ON PUBLIC PROCUREMENT

1. Name, address and the website of the Employer: JAVNO PREDUZEĆE “ELEKTROPRIVREDA SRBIJE” Beograd, Carice Milice 2, [www.eps.rs](http://www.eps.rs/)
2. Type of procedure: Open procedure in accordance with Article 32 of Public Procurement Law («Official Gazette of RS» no. 124/12)
3. Subject of public procurement procedure: Consulting services “**Improvement of efficiency and productivity of JP EPS** “
4. Reserved procurement: no
5. E-Auction: no
6. Purpose of the procedure: procedure is conducted for the purpose of conclusion of public procurement contract

1. Contact: Slavica Vasić, e mail slavica.vasic@eps.rs

 Veljko Kovačević, e mail veljko.kovacevic@eps.rs

1. **DATA ON PUBLIC PROCUREMENT SUBJECT**
2. Description of procurement subject, name and designation in the Common Procurement Vocabulary (CPV): Consulting services “**Improvement of efficiency and productivity of JP EPS**“, consulting services for business operation and management (business and management consultancy services) and CPV code 79410000.
3. Description of lots, name and designation from Common Procurement Vocabulary (CPV): none
4. Information on framework agreement: none

# INSTRUCTION TO TENDERERS ON HOW TO PREPARE TENDERS

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

The Tenderer shall meet all conditions stipulated by 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 Tender Documents.

## 3.1 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.

## 3.2 TENDER PREPARATION METHOD AND THE TENDER FORM FILLING INSTRUCTIONS

Tenderer shall prepare the tender in such a way to, clearly and unambiguously by hand, type on the computer or typewriter without typing mistakes, fill in Forms with required data or according to Forms which make the integral part of tender documents and certify it with seal and the signature of the legal representative, other representative registered at the register of the competent body or person authorized by legal representative along with submission of power of attorney in the tender.

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

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

 Tenderer shall initial each tender page on both sides. The Tenderer shall number each tender page on both sides (including blank pages, if any) by hand, computer or a typewriter. Evidence attached to the tender, which cannot be damaged, numbered or initialed 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 initialed and numbered on each tender page on both sides. The plastic pocket shall be glued at the top to protect the important evidence which cannot be damaged due to its importance.

Tenderer shall submit the tender with evidence certifying the fulfillment of the Tender Documents conditions in a closed and sealed envelope, so that it can be verified with certainty that it was opened for the first time, to the following address: Javno preduzeće „Elektroprivreda Srbije“, 11000 Beograd, Srbija, Balkanska 13, PAK 103101 - Records Division – labeled with: “Tender for the public procurement of consulting services - „ **Improvement of efficiency and productivity of JP EPS** “– Public Procurement number 132/13/DEFP - DO NOT OPEN“.

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

The back of the envelope shall contain the exact name and address of the Tenderer. In case the Tender is submitted by the Group of tenderers, it should be stated on the back of the envelope that it is submitted by the Group of tenderers with names and addresses of all Group members.

## 3.3 TENDER SUBMISSION, AMENDMENT, ADDITION AND CANCELLATION

 Tenderer may submit only one tender.

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

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

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

Submission of joint tender by a group of Tenderers, by which a group or one or more participants engages a subcontractor, is not allowed.

 Within the tender submission period, the Tenderer may amend or supplement an already submitted tender in writing to the Employer’s address, labeled with ‘AMENDEMENT – ADDITION – the Tender for the public procurement of consulting services – „Improvement of efficiency and productivity of JP EPS “ – Public Procurement number 132/13/DEFP – 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, labeled with: ‘CANCELLATION – Tender for the public procurement of consulting services- „Improvement of efficiency and productivity of JP EPS“ - Public Procurement number 132/13/DEFP – DO NOT OPEN“.

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

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

## 3.4 LOTS

Subject Public Procurement is not divided into several separate lots.

## 3.5 TENDER WITH VARIANTS

Tender with variants is not permitted.

## 3.6 TENDER SUBMISSION DEADLINE AND TENDER OPENING

Prior notice on intention to conduct the subject procedure, No. 2911/1-13, was published by the Employer on Public Procurement Portal and web page on 30.10.2013.

A timely tender is deemed to be a tender received and sealed with a receipt stamp by the Employer’s records division, no later than 12h, 35 (in words: thirty five) 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 28.04.2014. on the Public Procurement Portal, the deadline for Tender submission is **02.06.2014. until 12:00 hrs.**

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

 Public Procurement Committee shall open timely submitted tenders publicly on 02.06.2014. at 12:30h at the premises of Javno preduzeće “Elektroprivreda Srbije“, Beograd, Balkanska 13.

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

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

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

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

## 3.7 SUBCONTRACTORS

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

 Tenderer shall state percentage in the total value of procurement which shall be trusted to Subcontractor, 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 fulfillment of conditions.

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

Additional requirements regarding capacity, in accordance with Article 76 of the Law, the Tenderer shall submit individually, regardless of the engagement of the Subcontractor.

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

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

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

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

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

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

## 3.8 GROUP OF TENDERERS (JOINT TENDER)

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

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

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

Each Tenderer from the Group of Tenderers that submit a joint tender needs to fulfill the requirements under Article 75 paragraph 1 items 1) to 4) of the Law, and prove it by submitting evidence stated in the Section Requirements for participation under Article 75 and 76 of the Law and Instruction how to prove the fulfillment of requirements. Requirements regarding capacities, in accordance with Article 76 of the Law, the Tenderers from the group shall fulfill jointly, based on the submitted evidence defined by 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 Contract of the members of the Group of Tenderers, except from Form 3 filled in, signed and certified by each member of the Group of Tenderers on its own behalf.

Joint tender by the Group of Tenderers shall be evaluated according to the criterion elements on the basis of the indicators and evidence relating to the all members of the Group of Tenderers.

## 3.9 PAYMENT METHOD AND CONDITIONS

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

Employer accepts payment under the following conditions:

* 90% (ninety percent) – based on the approved and accepted monthly reports,
* 10% (ten percent ) – after the completion of the work based on the approved and accepted Final Report;

 If the Tenderer offers another method of payment, the Tender shall be rejected as unacceptable.

 Calculation and payment of services shall be performed by the Employer by means of a dinar/foreign currency bank order to domestic/foreign Tenderer within 30 days from the date of approval of invoices for each accepted and approved monthly report by the authorized representative of the Employer. The monthly report includes: review of activities during the given month, framework over view for the remaining activities for the remainder of the contract, and detailed overview of staff engagement by man-day and price of man-day).

The final payment shall be executed 45 days at the latest after invoice endorsed for Final report that has been accepted and approved by the authorized representative of the Employer.

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

## 3.10 SERVICE EXECUTION PERIOD

In subject public procurement service execution period is envisaged as a condition for participating in the procedure.

Minimum acceptable deadline of execution is 10 calendar months, and maximum acceptable deadline of execution is 14 calendar months. If the tenderer offers the deadline of service execution shorter than 10 calendar months or longer than 14 calendar months the Tender shall be rejected as unacceptable

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

## 3.11 SERVICE EXECUTION TIME SCHEDULE

 Tenderer shall submit service execution Time Schedule in accordance with the given service execution period as a separate annex to the tender (Form 4 in Tender documents). All main activities determined within Terms of Reference should be indicated in view of reaching objectives of Terms of Reference and individual modules, including the submission of reports and other activities.

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

## 3.12 STAFF ENGAGEMENT AND WORK PLAN

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

The number of man-days, having in mind the whole team engaged in execution of activities defined in ToR, shall not be shorter than 1100 man-days of which 830 man-days on-site, where

* The Project Manager’s engagement can not be shorter than 180 man-days, out of which 140 man-days on-site,
* Project Supervisor can not be engaged shorter than 24 man-days, out of which minimum 18 man-days on-site.
* Energy expert can not be engaged lower than 24 man-days, of which minimum 18 man-days on site.
* The number of man-days of at least other 3 team members, who are subject of staff evaluation in subcriterion element C3.1 Experience of staff members can not be shorter than 180 man-days, of which each 140 man-days on site.

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

Work Plan, Overview of Staff Engagement, Qualification Structure and Price Structure must be aligned; otherwise, the tender will be deemed as unacceptable and rejected as such.

If the Tenderer fails to meet the minimum required engagement, the Tender will be rejected as unacceptable.

## 3.13 PRICE

 The price shall be expressed in Dinars, VAT excluded.

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

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

 Offered price shall be fixed.

 The ‘Price Structure’ form (Form 5 of the Tender Documents) should contain the price structure for staff activities, while the Tender Form (Form 2 of the Tender Documents) shall contain the total offered price.

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

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

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

## 3.14 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 of 5% of tender value, VAT excluded. Tender bond shall be unconditional (without protest) and payable at first demand, valid at least 60 (in letters: sixty) days as of tender opening. In the event that the Tenderer does not meet its obligations in public procurement procedure, Employer shall collect submitted bank guarantee.

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

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

OR

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

The Tenderer shall submit blank promissory note and promissory note authorization and photocopy of the list of specimen signatures in the amount of 5% of tender value, VAT excluded. Promissory note and promissory note authorization shall have maturity “at sight” and clause “without protest” and shall be registered with the Registry of Bill of Exchange and authorizations of the National Bank of Serbia. Tenderer shall submit them together with certificate of commercial bank that shall represent evidence on registration of the promissory note and promissory note authorization and list of specimen signatures with the bank where request for registration of promissory note and promissory note authorization has been submitted. The Promissory Note shall be returned to the Tenderer with whom the contract was not concluded directly after the contract has been signed with the selected tenderer. OR

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

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

Tenderer shall bear all costs related to obtaining bank guarantee, and the same can be stated in Form 9 of Tender documents.

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

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

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

Selected Tenderer shall submit, at the moment of Contract signing, but not later than five days from the date of signing the Contract, to the Employer bank guarantee of performance in amount of 10% of the contracted values excluding VAT. Bank guarantee has to be unconditional (without objection) and collectable on first call, with duration of at least 30 (thirty) days longer that the date of acceptance of Final report. If Tenderer submits guarantee from the foreign bank, that bank has to have level 3 of credit rating (investment ranking).

If case of change in deadlines for service execution during the duration of Contract, validity of bank guarantees has to be prolonged.

## 3.15 ADDITIONAL INFORMATION AND CLARIFICATIONS

Tenderer may require additional information or clarifications in written form regarding Tender preparation, no later than five days prior to the Tender submission expiry date, at the address of the Employer, with the label: “ADDITIONAL CLARIFICATION – Public procurement number 132/13/DEFP“ or via e-mail address: slavica.vasic@eps.rs or veljko.kovacevic@eps.rs

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

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

## 3.16 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.

## 3.17 NEGATIVE REFERENCES

Employer shall reject the tender if it has the evidence that tenderer in the previous three years 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 fulfill its obligations under previously concluded public procurement contracts referring to the same subject of procurement, for the period of three previous years. Evidence of the stated can be:

* final and binding court decision or final decision of other competent body;
* document on collected security instrument for the fulfillment of obligations in public procurement procedure or fulfillment 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 fulfill essential contractual elements, given in the manner and under conditions prescribed by the law governing contracts and torts;
* evidence on having engaged the persons not named in tender as subcontractors i.e. members of the group of tenderers to implement public procurement contract;

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

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

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

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

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

As additional guarantee, in this case, selected tenderer shall, at the moment of contract conclusion submit to the Employer original, irrevocable, unconditional Performance Bond that is payable at first demand, in the amount of 15% of the tender (contract) value, without VAT, with the validity period of at least 30 (thirty) days longer than the date determined for final work execution (approval of Final report).

## 3.18 CONTRACT AWARDING CRITERIA

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

**Elements of criteria are the following:**

1. **Offered Price 40 weights**
2. **Technical Aspect 20 weights**
3. **Staff quality 40 weights**
	1. Experience of staff members 20 weights
	2. Case study – Reorganization 10 weights
	3. Case study – Initiatives for efficiency improvement 10 weights

**Evaluation Method**

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

If two or more tenders at the end of weighting have the same total number of weights, at two decimals, and thereby are the best (with the highest total number of weights), the procurement shall be awarded to the tenderer whose tender has more weights for element of the criteria C3.-Staff quality. However, if those tenders have equal number of weights for element of the criteria C3.-Staff quality, procurement shall be awarded to the tenderer whose tender has more weights within elements of the criteria C1.-Offered Price.

**C1. Offered Price max. 40 weights**

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

**C2. Technical Aspect max. 20 weights**

**Project Approach & Methodology and Resource & Work Plan**

Approach & Methodology

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

* Level of relevance of proposed approach and methodology 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 generation & mining, energy, corporate strategy, corporate governance, organizational changes, efficiency initiatives, as well as familiarity with technical aspects of electricity generation
* Level of involvement of EPS representatives in project
* Approach of the bidder to leverage the know-how from the similar projects
* Quality of assessment of risks and related opportunities

Resource & Work Plan

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

It is necessary to:

* Define the resource – staff allocation method with the required qualifications and establish activities according to 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 (and objectives of the individual modules).

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

* Corporate governance
* Reorganization in the energy sector
* Efficiency initiatives in the energy sector, and in particular generation & mining sectors
* Restructuring of vertically integrated Electric Power Utilities
* Stakeholder & Change Management

**Scoring:**

**20 weights:**

Approach: The Tenderer demonstrated a consistent and appropriate approach, both to the overall project and to each ToR module. 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 3.10 and 3.11. of Tender Documents).
* The Tenderer shows in detail the resources it plans to engage on the ToR activities implementation, as well as indicatively broken down for each module. Employee engagement plan provides appropriate resources for each activity as defined in the ToR.
* It also provides defendable justification for the allocation of all resources in order to meet the requirements stated in the ToR and proposed deadlines.
* For each task or set of activities, the Tenderer has identified the Employer’s staff support requirements necessary to successfully implement the ToR.

**12 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 activities implementation including individual modules. The resource allocation plan does not fully satisfy the required skills and experience to cover each activity as specified the List of Fields.
* Employee engagement plan provides justification for the resources allocation. However, the offered resources number or qualifications justification is not fully defendable.

**4 weights**

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, Qualification structure, Function and Team member engagement time (Form 7 of the Tender Documents) and Overview of staff engagement (Form 7.1 of the Tender Documents), CV of each team member engaged for providing the services that are the subject of this public procurement (Form 7.3 of the Tender Documents)

**C3. Staff Quality max. 40 weights**

Actual number of weights per sub-element criteria C3.1, C3.2. and C3.3. are added to determine the total number of weights for the criteria element C3Staff Quality.

**C3.1 Experience of staff members max. 20 weights**

Definitions:

“Similar Corporate Reorganization Project" (SCRP): similar corporate reorganization project for an energy utility company focused on efficiency improvement: 1) through specific performance improvement initiatives (SCRP-PEI) and/or 2) through organizational and process redesign (SCRP-OPT).

"Similar Corporate Reorganization Project in energy sector related to Performance Efficiency Improvement“(SCRP-PEI): concept design and/or subsequent implementation of performance improvement measures for an energy utility company including but not limited to identifying opportunities for efficiency improvement and designing & implementing performance management systems. SCRP-PEI can be a part of a larger and diversified project.

"Similar Corporate Reorganization Project in energy sector related to Organizational & Process Transformation“(SCRP-OPT): concept design and/or subsequent implementation of a corporate reorganization project aimed organizational and process transformation for an energy utility company including but not limited to design and/or implementation of shared services. SCRP-OPT can be a part of a larger and diversified project.

**Industry Scope Definitions -------------------------------------------------------------------------**

“Energy Sector" (ENES): electricity or gas utility company.

“Electricity Sector" (ELES): electricity utility company.

“Generation & Mining Sector" (GEMS): generation & mining segment of an electricity utility company.

**Regional Scope Definitions -------------------------------------------------------------------------**

“Reference Region” (RR): reference region of Central and Southeast Europe: Albania, Belarus, Bosnia & Herzegovina, Bulgaria, Croatia, Czech Republic, Estonia, Greece, Hungary, Latvia, Lithuania, Macedonia, Moldova, Montenegro, Poland, Romania, Serbia, Slovakia, Slovenia, Turkey, Ukraine.

“European Union” (EU): current 28 member states of the European Union.

“Reference Region and European Union” (RREU): countries belonging to the Reference Region or to the European Union.

RREU (RR): Refers to number of projects in RREU of which there is minimum required taken place in RR. For instance ‘from RREU (3 RR)’ means from RREU of which at least 3 are from RR.

**Other Definitions ------------------------------------------------------------------------------------**

Numbers: €1m means EUR 1,000,000.00, €500k means EUR 500,000.00 and so forth. Greater or equal sign means ‘worth at least’, as in ‘≥€1m’ means ‘worth at least EUR 1,000,000.00’.

Value of IT Projects (use of bracketed numbers { } ):in the nomenclature ‘≥€1m {300k}’ the higher number refers to IT project value including services and software, but excluding hardware and the lower value refers to IT services only, excluding both software and hardware. Hence, ‘each ≥€1m {300k}’ should be read as ‘each ≥€1m (including services and software, excluding hardware) or each ≥€300k (including services only)’, and so forth.

Reference Date Eligibility:Time period is 5 years and it is counted from 1 January of the first reference year. ‘5 years’ refers to a period from 1-Jan-2009 to 31-Dec-2013. For clarity, the projects in this case must have finished during this period, but not necessarily started after 1-Jan-2009.

**Scoring:**

**20 weights:**

**Project Supervisor:**

Project Supervisor has minimum 14 years of professional experience in ENES, of which minimum 8 years consulting experience in ENES in RR. Participated on at least 2 SCRP in GEMS in RR, each ≥€1.5m.

**Project Manager:**

Project Manager has minimum 10 years of work experience in ENES, of which minimum 8 years of consulting experience in ENES in RR. Led at least 2 SCRP in GEMS in RR, each ≥€1m.

**Industry Expert:**

Industry Expert has minimum 15 years of professional experience, of which minimum 10 years in a vertically integrated electricity company, where he/she spent minimum 5 years in either a) high-level management position at a power plant or a coal mine, b) corporate strategy or business development department, or c) investment department.

**Other team members:**

Minimum 3 other team members each participated on at least one SCRP in ENES in RR, and each member has:

* 5+ years of consulting experience OR
* 5+ years of professional experience in ENES OR
* 3+ years of consulting experience of which at least 2 years in ENES.

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

**16 weights:**

**Project Supervisor:**

Project Supervisor has minimum 12 years of professional experience in ENES, of which minimum 7 years of consulting experience in ENES in RR. Participated on at least 2 SCRP in RREU, each ≥€1.5m. Out of these two SCRPs, at least one must be in GEMS and at least one must be in RR.

**Project Manager:**

Project Manager has minimum 10 years of professional experience, of which minimum 7 years of consulting experience in ENES in RR. Led at least 2 SCRP in RREU, each ≥€1m. Out of these two SCRPs, at least one must be in GEMS and at least one must be in RR.

**Industry Expert:**

Industry Expert has minimum 15 years of professional experience, of which minimum 10 years in a vertically integrated electricity company, where he/she spent minimum 5 years in either a) high-level management position at a power plant or a coal mine, b) corporate strategy or business development department, or c) investment department.

**Other team members:**

Minimum 3 other team members, each participated on at least one SCRP in ENES, and each member has:

* 5+ years of consulting experience OR
* 5+ years of professional experience in ENES OR
* 3+ years of consulting experience of which at least 2 years in ENES.

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

**11 weights:**

**Project Supervisor:**

Project Supervisor has minimum 12 years of professional experience in ENES, of which minimum 7 years of consulting experience in ENES in RREU. Participated on at least 2 SCRP in RREU, each ≥€750k. Out of these two SCRPs, one must in GEMS.

**Project Manager:**

Project Manager has minimum 10 years of professional experience, of which minimum 6 years of consulting experience in ENES in RREU. Led at least 2 SCRP in RREU, each ≥€750k. Out of these two SCRPs, one must be in GEMS.

**Industry Expert:**

Industry Expert has minimum 15 years of professional experience, of which minimum 7 years in a vertically integrated electricity company, where he/she spent minimum 3 years in either a) high-level management position at a power plant or a coal mine, b) corporate strategy or business development department, or c) investment department.

**Other team members:**

Minimum 3 other team members, of which at least two members participated on at least one SCRP in ENES, and each member has:

* 4+ years of consulting experience OR
* 4+ years of professional experience in ENES industry OR
* 3+ years of consulting experience of which at least 1 year in ENES.

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

**6 weights:**

**Project Supervisor:**

Project Supervisor has minimum 12 years of professional experience in ENES, of which minimum 6 years of consulting experience in ENES in RREU. Participated on at least 2 SCRP in RREU, at least one of which is ≥€750k.

**Project Manager:**

Project Manager has minimum 10 years of professional experience, of which minimum 5 years of consulting experience in ENES in RREU. Participated on at least 2 SCRP projects in RREU, each project ≥€750k, and led at least one of these projects.

**Industry Expert:**

Industry Expert has minimum 15 years of professional experience, of which minimum 7 years in a vertically integrated electricity company, where he/she spent minimum 3 years in either a) high-level management position at a power plant or a coal mine, b) corporate strategy or business development department, or c) investment department.

**Other team members:**

Minimum 3 other team members, of which at least one member participated on at least one SCRP in ENES, and each member has:

* 4+ years of consulting experience OR
* 4+ years of professional experience in ENES OR
* 3+ years of consulting experience of which at least 1 year in ENES.

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

**Evidence:**

Tender evaluation under criterion element C3. shall be performed on the basis of CVs submitted in Form 7.3 of the Tender Documents or in similar form that has the same content as Form 7.3, and which is accompanied by the statement of a CV holder and a Tenderer that the CV is true and authentic.

As an evidence for the personal references of Project Manager, listed in Project Manager CVs, the Tenderer shall also submit in a bid personal references from previous employer(s) in Form 7.2 of the Tender Documents or form that has the same content as Form 7.2. The reference must include the following items: previous Employer (name, address, phone, e-mail, contact person),name of the team member to whom the reference is being issued, type and description of services executed; the role in the team, period of services execution, total value of services, where the services were executed, signature of the previous Employer authorized person and stamp.

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

Tender evaluation under criterion element C3. shall be performed only in accordance with given descriptions and given weights for them, so it is not possible to combine elements regarding Experts, years of experience, number of reference projects and value of the projects in order to obtain certain number of weights that were not envisaged for this criterion element.

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

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

**C3.2. Case Study – Reorganization in Generation & Mining for Project manager or Project Supervisor max. 10 weights**

For the purposes of evaluation of this sub criteria for Project Manager or Project Supervisor, case study should be provided that supports the proposed approach to a comprehensive reorganization plan (including, but not limited to corporate governance & legal set-up, HR, business processes, etc.) with use of concrete examples from past experiences of Project Manager or Project Supervisor. The case study should be written so that it is

1. anchored by one, most relevant, corporate reorganization project managed or participated by Project Manager or Project Supervisor ;
2. supplemented with the use of other relevant past examples (if deemed appropriate by the proposed Project Manager or Project Supervisor); and
3. provides clear parallels and takeaways for EPS reorganization project

Elaboration and application of most relevant past examples (one anchor project plus other projects if deemed appropriate) should be provided, which will fulfill the following elements:

* Elaboration/detailing of bidder’s one, most relevant, corporate reorganization reference project from RREU (defined in sub criterion element C3.1 above) in terms of project approach and methodology;
* If different, relevant or noteworthy, please supplement the above reference project with other relevant past examples from RREU;
* Level of relevance of examples and objectives to the current situation of EPS;
* Comparison – similarity of current EPS situation and that of examples used;
* Level of applicability of approach and methodology reflecting the current situation at EPS and in Serbia;
* Level of applicability of deliverables to EPS;
* Identification and elaboration of key expected differences in project approach, methodology and execution between examples and EPS, and proposition of most suitable alternative solutions to differences in case of EPS;
* Identification of key lessons learned from examples and level of expected applicability to EPS; and
* Identification of key risks and obstacles related to the application of examples to EPS and proposition to their treatment.

**Scoring:**

**10 weights:**

Tenderer demonstrated excellent and very relevant defining of corporate reorganization case study with practical examples, project approach and methodology which can be easily applied to EPS objectives and implemented in current situation of EPS. Tenderer identified all potential issues and explained all assumed differences between examples used and EPS, and proposed excellent and solid alternative solutions to differences. All lessons learnt show high relevance to EPS.

**6 weights:**

Tenderer demonstrated very good and relevant defining of corporate reorganization case study with practical examples, project approach and methodology which can be applied to EPS objectives and implemented in current situation of EPS. Tenderer identified key potential issues and explained main differences between examples used and EPS, and proposed very good alternative solutions to differences. Most of lessons learnt show high relevance to EPS.

**2 weights:**

Tenderer demonstrated good defining of corporate reorganization case study with practical examples, project approach and methodology which can be applied to EPS objectives under some conditions and theoretically implemented in current situation of EPS. Tenderer identified and explained some potential issues and few of assumed differences between examples used and EPS, and proposed good alternative solutions to differences. Some of lessons learnt show high relevance to EPS.

**C3.3. Case Study – Efficiency Initiatives in Generation & Mining for Project Manager or Project Supervisor max. 10 weights**

For the purposes of evaluation of this sub criteria for Project Manager or Project Supervisor, case study should be provided that supports the proposed approach to identifying and/or implementing efficiency initiatives with the use of concrete examples from past experiences of Project Manager or Project Supervisor. The case study should be written so that it is

1. anchored by one, most relevant, efficiency initiative project managed or participated by Project Manager or Project Supervisor;
2. supplemented with the use of other relevant past examples (if deemed appropriate by the proposed Project Manager or Project Supervisor); and
3. provides clear parallels and takeaways for EPS efficiency initiative

Elaboration and application of most relevant past examples (one anchor project plus other projects if deemed appropriate) should be provided, which will fulfill the following elements:

* Elaboration/detailing of bidder’s one, most relevant, efficiency initiative reference project from RREU (defined in sub criterion element C3.1 above) in terms of project approach and methodology;
* If different, relevant or noteworthy, please supplement the above reference project with other relevant past examples from RREU;
* Level of relevance of examples and objectives to the current situation of EPS;
* Comparison – similarity of current EPS situation and that of examples used
* Level of applicability of approach and methodology reflecting the current situation at EPS and in Serbia;
* Level of applicability of deliverables to EPS ;
* Identification and elaboration of key expected differences in project approach, methodology and execution between examples and EPS, and proposition of most suitable alternative solutions to differences in case of EPS;
* Identification of key lessons learned from examples and level of expected applicability to EPS; and
* Identification of key risks and obstacles related to the application of examples to EPS and proposition to their treatment.

**Scoring:**

**10 weights:**

Tenderer demonstrated excellent and very relevant defining of efficiency initiative case study with practical examples, project approach and methodology which can be easily applied to EPS objectives and implemented in current situation of EPS. Tenderer identified all potential issues and explained all assumed differences between examples used and EPS, and proposed excellent and solid alternative solutions to differences. All lessons learnt show high relevance to EPS.

**6 weights:**

Tenderer demonstrated very good and relevant defining of efficiency initiative case study with practical examples, project approach and methodology which can be applied to EPS objectives and implemented in current situation of EPS. Tenderer identified key potential issues and explained main differences between examples used and EPS, and proposed very good alternative solutions to differences. Most of lessons learnt show high relevance to EPS.

**2 weights:**

Tenderer demonstrated good defining of efficiency initiative case study with practical examples, project approach and methodology which can be applied to EPS objectives under some conditions and theoretically implemented in current situation of EPS. Tenderer identified and explained some potential issues and few of assumed differences between examples used and EPS, and proposed good alternative solutions to differences. Some of lessons learnt show high relevance to EPS.

## 3.19 COMPLIANCE WITH LABOUR LAW REGULATIONS AND OTHER REGULATIONS

Tenderer shall when preparing the Tender explicitly state that it complied with all valid regulations on safety at work, employment and working conditions, environmental protection, as well as that the Tenderer guarantees that it is the holder of intellectual property right (Form 3. from the Tender documents)

## 3.20 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.

## 3.21 TENDER VALIDITY PERIOD

The tender shall be valid at least 60 (in letters: sixty) 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.

## 3.22 CONTRACT SIGNING DEADLINE

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

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

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

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

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

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

## 3.23 CONFIDENTIAL DATA LABELLING METHOD

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

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

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

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

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

If certain information is labeled 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 fulfillment 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.

## 3.24 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.

If the public procurement procedure is cancelled for reasons caused by Employer, the Employer shall reimburse costs of sample or model development to the Tenderer, if developed in accordance with the Technical specifications of the Employer as well as the costs of acquiring security instruments, provided that the Tenderer asked for reimbursement of these costs in its tender.

## 3.25 PRICE STRUCTURE FORM

The Tender shall indicate the price structure by filling in, signing and stamping Form 5 of the Tender Documents.

## 3.26 MODEL CONTRACT

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

 Tenderer is not obliged to fill in, sign and stamp the given Model Contract and submit with the Tender.

## 3.27 INFORMATION ON THE COMPETENT AUTHORITY WHERE TIMELY AND CORRECT INFORMATION ON TAX LIABILITIES, ENVIRONMENTAL PROTECTION AND EMPLOYMENT PROTECTION AND WORKING CONDITIONS COULD BE PROVIDED

Bidders may timely obtain correct information on taxes, environmental protection, employment protection and working conditions at the following addresses:

* Tax liabilities: Ministry of finance – Tax Administration, Save Maškovića 3-5, Belgrade; [www.poreskauprava.gov.rs](http://www.poreskauprava.gov.rs)
* Environmental protection: Ministry of Energy, Development and Environmental Protection of Republic of Serbia, Nemanjina 22-26, Belgrade, [www.merz.gov.rs](http://www.merz.gov.rs)
* Agency for environmental protection, Ruže Jovanovića 27а, 11160 Belgrade, Republic of Serbia, <http://www.sepa.gov.rs>
* Employment protection and working conditions: Ministry of labor, employment and social policies, Nemanjina 22-26, Belgrade; [www.minrzs.gov.rs\](http://www.minrzs.gov.rs\)
* Institute for social insurance: Bulevar umetnosti 10, 11070 Novi Belgrade, Republic of Serbia, <http://www.zso.gov.rs>

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

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

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

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

## 3.29 DATA ON CONTENT OF THE TENDER

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

* Filled in, signed and stamped form of “Statement on Independent Tender”
* Filled in, signed and stamped form of “Tender Form”
* Filled in, signed and stamped form of statement in accordance with Article 75 of paragraph 2 of the Law
* Filled in, signed and stamped form of “Service Execution Time Schedule“
* Filled in, signed and stamped form of Qualification Structure, Position and Team Member Engagement Time
* Filled in, signed and stamped form of Overview of Staff Engagement
* Detailed Work Plan
* Filled in, signed and stamped form of “Price Structure““
* Filled in, signed and stamped form of “Form of Costs for Tender Preparation”
* Forms, statements and evidence defined in item 3.7 or 3.8. 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 3.14 of these instructions
* Evidence on fulfillment from Article 75 and 76 of the Law in accordance with Article 77 of the Law and Section 4 of the Tender Documents

## 3.30 SAFEGUARD OF TENDERERS’ RIGHTS

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

Request for safeguard of rights shall be submitted to the Republic Commission and it is submitted to the Employer, labeled “Request for safeguard of rights PP. No.132/13/DEFP“.

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

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

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

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

The claimant for the safeguard of rights is obliged to pay the tax to the account of the budget of the Republic of Serbia (№ 840-742221843-57, payment code 153, number reference: 97 50-016; remittance purpose: Republic Administrative Fee, Public Procurement № PP. No.132/13/DEFP“. Beneficiary: the budget of the Republic of Serbia) which amount depends on request:

* If the request for the safeguard of rights is disputing the type of public procurement, the contents of the Call for Proposals, or the contents of the Tender Documents or other actions taken by Employer prior to the deadline for submission of bids, the fee is 80,000.00 no matter what the estimated value of the public procurement;
* If the request for the safeguard of the rights is disputing the actions of Employer taken after the deadline for submission of bids, except for decisions on the award of public procurement contracts, amount of the fee is determined by the assessed value of public procurement (which bidders learn in the process of opening of tenders), and if that value does not exceed RSD 80,000,000.00 the fee is RSD 80,000.00 and if the value exceeds RSD 80.000.000,00 tax is 0,1% of the estimated value of procurement;
* If the request for safeguard of rights is challenging the Decision on the award of public procurement contracts, the amount of the fee is determined by the bid price the bidder who is awarded the contract, and if the price does not exceed 80,000,000.00 dinars fee is 80.000.00 dinars, and if the price exceeds 80,000,000.00 dinars, the fee is 0.1% of the starting price for the bidder to whom the contract was awarded.

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

## MANDATORY CONDITIONS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE

In public procurement procedure the Tenderer has to prove that:

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

## ADDITIONAL CONDITIONS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE

* + 1. **Has required financial capacity:**
* revenues of minimum EUR 5,000,000.00 in total for the last three financial years (2011, 2012 and 2013) (if value is stated in Serbian dinars, calculation is being made based on the average annual exchange rate published by the National Bank of Serbia for 2011, 2012 and 2013)
* in the last six months preceding the day of tender announcement has not recorded any restrictions on its current accounts
	+ 1. **Has required business capacity:**

**References of the Tenderer (corporate references)-** Overview of similar efficiency and reorganization projects in the energy sector with particular focus on Generation & Mining:

* At least 4 SCRP projects from RREU within the last 5 years with combined value of ≥€4m, out of which
* at least 2 projects are each ≥€1m
* at least 2 projects are in GEMS
* at least 1 project is SCRP-PEI in GEMS
* at least 1 project is SCRP-OPT in GEMS

*note: description of abbreviations can be found within criterion element C3. Quality of team members.*

* + 1. **Has required staff capacity:**
* minimum 15 full time employed consultants and with working consulting experience of at least 3 years.

## INSTRUCTIONS ON HOW TO PROVE THE FULFILMENT OF CONDITIONS

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

**Legal entity:**

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

For domestic Tenderers:

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

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

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

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

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

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

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

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

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

**Entrepreneur:**

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

For domestic Tenderers:

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

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

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

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

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

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

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

**Natural person:**

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

For domestic Tenderers:

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

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

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

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

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

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

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

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

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

1. Evidence of adequate financial capacities:

For domestic Tenderers:

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

OR

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

AND

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

For foreign Tenderers

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

2. Evidence of adequate business capacities:

Tender evaluation under this condition shall be performed on the basis of the List of references submitted in Form 9 of the Tender Documents or in similar form that has the same content as Form 9.

As an evidence for the references listed in the List of references, the Tenderer shall also submit in a bid a copy of concluded contracts or references of previous employers in Form 9.1 of the Tender Documents or in similar form that has the same content as Form 9.1. The reference must include the following items: previous Employer (name, address, phone, e-mail, contact person), Tenderer to whom the reference is being issued (name, address), type and description of services executed; period of services execution, the method of service execution (independently or as a leader of group of tenderers or as a member of group of tenderers), total value of services executed (and value of services executed by the member of a Tenderer group, if needed), where the services were executed, signature of the previous Employer authorized person and stamp.

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

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

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

Definitions given within criterion element C3. Quality of team members are also applicable during evaluation of references of the Tenderers within requirements for business capacity.

3. Evidence of sufficient human capacities:

* A statement of the number of employees (Form 8 of the Tender Documents)

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

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

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

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

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

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

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

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

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

## MANNER OF EVIDENCE SUBMISSION

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

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

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

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

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

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

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

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

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

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

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

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

## 5.1 SUBJECT OF THE INVITATION

**Subject of the invitation** to tender submissionare consulting services “Improvement of efficiency and productivity of JP EPS".

## 5.2 TERMS OF REFERENCE:

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

**“Improvement of efficiency and productivity of JP EPS"**

-Corporate reorganization of EPS HQ and Generation subsidiaries for the purpose of efficiency improvement in electricity generation activity-

Three key strategic initiatives

EPS planned three key strategic initiatives in 2013:

1. Defining corporate and investment strategy of EPS HQ
2. Unbundling of distribution system operator (DSO) and public supplier (PS)
3. “Improvement of efficiency and productivity of JP EPS" - Corporate reorganization of EPS HQ and Generation subsidiaries for the purpose of efficiency improvement in electricity generation activity

These projects should define the future strategy, enable EPS to fulfill regulatory and legal unbundling requirements, and at the same time to undertake steps for reorganization so that the EPS could become company with efficient business operation. Each project would be implemented by a separate project team comprised of EPS employees and expert consultants and the project would be managed by Steering Committee comprised of the top management of EPS HQ.

|  |
| --- |
| Chart: Scope of work for three strategic projects: Strategy, Unbundling and Reorganization  |
|  |
|  |
|  |
|  |
|  |

Each of the three projects has defined terms of references. Unbundling refers to existing five distribution companies while the focus of Reorganization shall be parent company EPS and seven subsidiaries for electricity and heat generation and coal exploration. Project Strategy shall on high level assess company as a whole, and the center of the project shall be development of long-term investment strategy.

|  |
| --- |
| Table: Status of three strategic projects  |
| Strategic Initiatives | Main Goals | Scope | Estimated Start | Estimated Duration | Status |
| Corporate and Investment Strategy | Create a near term transformation strategy (1-3-5 years) and long-term electricity and coal generation asset development strategy (through 2020-2025) together with identification of key strategic project initiatives for EPS group. | EPS Group | 9/2013 | 6 months | External consultancy selected |
| Unbundling of distribution and supply | Ensure legal & operational readiness for Serbian unbundling requirements (Interim Solution). Design future operating model & IT architecture of DSO, Supply business and SSC, and associated Implementation Roadmap. | 5 DS, EPS Supply and EPS HQ | 8/2013 | 12 months | External consultancy selected |
| “Improvement of efficiency and productivity of JP EPS" - Corporate Reorganization of EPS HQ and Generation subsidiaries for the purpose of efficiency improvement in electricity generation activity | Design of future operating model which shows key processes and their relationship in HQ and electricity and heat generation and coal exploration subsidiaries, with the aim to optimize business processes and rationalize business operation. | 7 generation companies and EPS HQ  | 7//2014 | min. 10, max 14 months | Subject of this project  |

**Goals of the Project “Improvement of efficiency and productivity of JP EPS"**

- Corporate reorganization of HQ and generation companies for the purpose of efficiency improvement in electricity generation activity -

The goal of this project is to promote operational efficiency in generation activity within EPS Group (Business Units for Generation and Mining, i.e. G&M BUs), i.e. EPS HQ and all seven generation subsidiaries, to optimize costs, and to bring business operation closer to best practice. The Project should propose future organization for electricity generation activity in EPS Group, Performance Management System, including the proposal of legal form. With realization of these proposals the potential of all resources would be used in the best manner, so that the EPS would in the long-term be able to measure and assess business performance according to all necessary aspects, by which the necessary conditions for permanent performance improvement and implementation of strategic decisions would be provided.

**Project implementation Framework**

A Project **“Improvement of efficiency and productivity of JP EPS"** - Corporate Reorganization of EPS HQ and Generation subsidiaries for the purpose of efficiency improvement has to be harmonized with basic results and guidelines from Project Corporate and investment strategy and Project Unbundling of distribution and supply. It is particularly expected to take into consideration the following deliverables from Project Corporate and Investment Strategy (but not necessarily to be limited to this list):

|  **Defining corporate and investment strategy**  |
| --- |
| * Top down opportunity report, showing at high- level, business efficiency opportunities and way forward plan to be incorporated into proposed Transformation Roadmap deliverable
 |
| * Clear set of Key Success Factors and Key Performance Indicators that reflect the priorities of the strategy
 |
| * Principles for organograms by Business Unit, Corporate Shared Services, Centers of Excellence, etc.
* Principles for governance at holding level and between holding and Business Units,
* Proposals for adequate corporate restructuring or forming of the new or joint entities,,
 |
| * Dashboard concept which ensures clear line of sight between BUs Unit targets and EPS (concept only, not implementation)
* Classify and distinguish KPIs on the basis of ease of availability within current EPS systems
 |
| * List of existing and newly identified corporate projects across all EPS business lines
* Proposal of Quick Win projects with reasoning including financial and/or qualitative impact
 |
| * Transformation Roadmap documents
* Supporting functions (finances, HR, legal affairs, etc.)
 |

**Scope of work for “Improvement of efficiency and productivity of JP EPS"**

- Corporate Reorganization of EPS HQ and Generation subsidiaries for the purpose of efficiency improvement - **Project**

1. **Current situation analysis**
2. **Development of target operating model of generation companies and HQ**
3. **Development of target performance management system for all BU for generation**
4. **Performance efficiency improvement Initiatives, investments and cost cutting measures**
5. **IT strategy**
6. **Project implementation support**

Note: Numbers in front of modules do not necessarily imply the sequence of the project deliverables out of which many are executed at the same time. It is expected that the Employer suggests the best manner for project deliverables execution.

All deliverables defined in the following tables, shall be delivered by the Service Provider to the JP EPS in 3 (three) copies each, in both Serbian and English, and both in hardcopy and softcopy in Microsoft Excel, Microsoft Word or Microsoft PowerPoint format depending on the requirements of JP EPS.

1. Current situation analysis

|  |  |
| --- | --- |
| **1.1.** | **Estimation and evaluation of current situation**  |
| **1.1.а****Objectives and task description** | * + 1. **Analysis of organizational structure of generation subsidiaries and EPS HQ**
* Analysis of organizational structures and mapping of functions in all generation subsidiaries and EPS HQ
* High level identification of key processes in generation companies and EPS HQ and their mapping according to functions
* Sizing of mapped functions (Full-time Equivalents)
* High-level analysis of G&M BUs products and services (for EPS internal and external relations) and related quality commitments/requirements
* High-level assessment of current operational status of mapped functions to set base for process improvements, identification of key differences across all generation subsidiaries
* Identification of synergies, overlaps and relevant links with parallel and currently running Strategy and Unbundling projects in generation subsidiaries processes
* Analysis and assessment of the age and condition of generation systems
	+ 1. **Performance management**
* Analysis of existing strategic documents and conclusions from the Corporate Strategy Project relevant to generation subsidiaries and EPS HQ with emphasis on operational efficiency and performance improvement
* High level assessment of key strategic EPS initiatives, projects or plans related to operational efficiency and performance improvement of the G&M BUs
* High level business assessment of generation subsidiaries and EPS HQ: competitiveness, operational status, costs & profitability analysis, comparison to competitors, identification of major gaps and differences among the G&M BUs, high-level elaboration of competitive advantages
* High level analysis and assessment of revenues and cost structures of current generation subsidiaries and EPS HQ to set base for effectiveness improvements of key generation parameters of both generation subsidiaries and EPS HQ, and definition of key revenue and cost drivers
* Analysis and assessment of current generation subsidiaries and EPS HQ methodologies and tools for effective planning of generation and maintenance, energy management, budgeting, monitoring and reporting on operating and capital expenditures (OPEX and CAPEX) with respect to operational effectiveness and performance improvement, identification of key differences among generation subsidiaries and EPS HQ and definition of critical areas for improvement
* Analysis and assessment of current performance management systems in all generation subsidiaries and EPS HQ (processes, data availability, data quality and data sources, KPI structures, reporting, evaluation, technical and IT support)

**1.1.3. IT*** High level analysis and assessment of current status of IT in all generation subsidiaries and EPS HQ to identify key differences and weak points to set the base for IT strategy development
* High level analysis and assessment of the IT business process support maturity

**1.1.4. Legal*** High level analysis and assessment of current status of corporate structure and identification of key issue for improvement of corporate structure, decision making process and corporate governance,
* High level analysis and assessment of current status of the employment and other general HR issues,
* High level analysis and assessment of current status of the asset management issues,
* High level analysis and assessment of current status of legal, compliance and regulatory issues,
* Activities in 1.1.4. should be evaluated in cooperation with EPS internal and/or external legal resources.

The list of functions in the scope must include (but are not limited to):* Asset management
* Maintenance including emergency services and repairs
* Operations
* Construction
* Generation management
* Engineering
* Fuel Management
* Exploration
* Strategy, Investment planning & Budgeting, Controlling
* Corporate governance,
* Finance & Accounting
* HR & Training
* Procurement, Logistics & Stock Management
* Facilities management
* Trading
* Energy Management
* Legal & Regulatory
* IT
* PR & Communication
* Health and Safety
* Environment
 |
| **1.1.b Scope** | EPS HQ, all Bus and G&M  |
| **1.1.c Deliverables** | **1.1.1. Organization and processes*** Overview of organizational structures and mapping of functions in all G&M BUs, including corporate structures in EPS HQ,
* High-level mapping of key G&M BUs processes
* Sizing of listed functions
* Overview of BUs products and services
* High-level assessment of current operational status of mapped functions to set base for process improvement
* Synergies, overlaps and relevant links with parallel and currently running Strategy and Unbundling projects and their deliverables

**1.1.2. Performance management** * List of performance management relevant conclusions and outputs form the Corporate and Investment Strategy Project
* High level assessment of major EPS initiatives, projects or plans related to operational effectiveness and performance improvement of the G&M Bus (e.g. PROTIS)
* Assessment of current operational status in all BUs for G&M to identify key differences and weak points and to set base for development
* System maturity and state model and high-level evaluation of generation systems technical and technological age and state
* High level assessment of G&M BUs operation
* High level assessment of current G&M BUs revenue and cost structures to set base for effectiveness improvements
* Assessment of current G&M BUs methodologies and tools for effective planning, budgeting, monitoring and reporting of operating and capital expenditures (OPEX&CAPEX)
* Mapping and assessment of current performance management systems in all G&M BUs

**1.1.3. IT*** High-level assessment of current operational status of IT in all G&M BUs to identify key differences, weak points and to set base for IT strategy development
* Maturity model and high level assessment of system technical and technological maturity

**1.1.4. Legal*** High level analysis and assessment of current status of corporate structure and identification of key issue for improvement of corporate structure, decision making process and corporate governance including HR issues
* High level analysis and assessment of current status of the asset management issues,

High level analysis and assessment of current status of legal, compliance and regulatory issues, |
| **1.1.d Role of consultant** | Execution of analysis, workshops, and development of necessary documentation. Presentation of summary findings and recommendations to EPS’ decision makers and relevant stakeholders. |

**2. Development of target operating model for generation subsidiaries and EPS HQ**

|  |  |
| --- | --- |
| **2.1.** | **Redesign of organizational, HR and corporate structures, processes & FTE optimization for all G&M BUs and EPS HQ** |
| **2.1.a Objective and task description** | **Redesign of operating model*** Summarization of roles, responsibilities and competencies of all governing bodies of all G&M BUs and relevant counterparts on EPS HQ level and its definition in the corporate documents, which includes proposal for corporate restructuring and governance.
* Proposition of target operating model for all G&M BUs (split of functions among HQ, SSC(s) and G&M BUs) including the rationale
* Proposition of target organizational and generation structures for EPS HQ (elaboration of high level proposal from Strategy Project, with focus on G&M BUs, SSC, investments, trading and energy management, while elaboration of distribution and supply activities management is not within the scope of this project)
* Proposition of target organizational and generation structures for all G&M BUs
* Design of key process changes for all functions in all G&M BUs – process improvement mapping (includes specific activities & responsibilities for each function, interfaces, etc.)
* Target FTEs sizing of each function in all G&M BUs and EPS HQ according to best practice, including suggestions to close missing competencies and skills gaps (trainings, hiring, etc.)
* High-level cost-benefit analysis of proposed operating model implementation
* High-level transformation plan to reach the target operating model
 |
| **2.1.b Scope** | EPS HQ, all G&M BUs |
| **2.1.c Deliverables** | * Detailed corporate governance relationship model in all G&M BUs and EPS HQ
* Target operating model for all G&M BUs and EPS HQ
* Organizational and generation structures for all G&M BUs and EPS HQ
* Target FTEs sizing of each function in all G&M BUs
* Key process improvements for all key functions for in all G&M BUs
* High-level cost-benefit overview of target operating model implementation
* High-level transformation plan to reach the target operating model
 |
| **2.1.d Role of consultant** | Execution of analysis, workshops, and development of necessary documentation. Presentation of summary findings and recommendations to EPS' decision makers and relevant stakeholders |
| **2.2.** | **SSC(s) functions and processes transformation model** |
| **2.2.a Objectives and task description** | Transformation flow model from the current state to target model* Identified functions and processes in G&M BUs to be transferred to SSC(s) and/or EPS
* Concept development of movable and immovable assets transfer agreement between all G&M BUs
* Sizing of FTEs of each function or process to be transferred to SSC(s) function according to best practices
* Process descriptions for each transferred function and processes to SSC(s): responsibilities, competences, interfaces to other organizational units, reporting lines, etc.
* Update of service/transfer pricing model in order to maximize profit and value of EPS Group
* Formalization of Service Level Agreements – SLAs (inputs & outputs, KPIs, Service Levels)
* SSC(s) and/or EPS high-level cost-benefit overview
* High-level transformation plan of functions and processes to be transferred to SSC(s) and/or EPS
 |
| **2.2.b Scope** | EPS HQ, all G&M BUs |
| **2.2.c Deliverables** | * Detailed corporate governance relationship model between SSC(s) and all G&M BUs and HQ
* List of functions and processes in all G&M BUs to be transferred to SSC(s)
* Development of the concept for movable and immovable assets transfer agreements between all G&M BUs and SSC(s) through corporate restructuring or direct transfer
* FTEs sizing of each function or process to be transferred to SSC(s)
* Updated service/transfer pricing model to maximize profit and value of EPS Group
* Service Level Agreements – SLAs (inputs & outputs, KPIs, Service Levels)
* High-level transformation plan of functions and processes to be transferred to SSC(s)
 |
| **2.2.d Role of consultant** | Execution of analysis, workshops, and development of necessary documentation. Presentation of summary findings and recommendations to EPS' decision makers and relevant stakeholders |

**3. Development of target performance management system for all G&M BUs**

|  |  |
| --- | --- |
| **3.1.** | **Target performance management system overview** |
| **3.1.a Objective and task description** | Conceptual design phase* Development of performance model key principles for all functions of all G&M BUs
* Definition of the Critical Success Factors for all functions of all G&M BUs
* Definition of key performance indicators (KPIs) for all functions of all G&M BUs
* Development of integrated business management model for all functions of all G&M BUs
* Definition of data requirements and identification of data sources (investigate current initiative of PROTIS regarding this matter)
* Development of KPI system design and implementation plan
* Recommendations for update or development of methodologies and tools for effective planning, budgeting, monitoring and reporting of operating and capital expenditures (OPEX & CAPEX) related to the performance management
 |
| **3.1.b Scope** | EPS HQ and all G&M BUs |
| **3.1.c Deliverables** | * Conceptual performance model for all functions of all G&M BUs
* List and description of Critical Success Factors for all functions of all G&M BUs
* List and description of Key Performance Indicators (KPIs) for all functions of all G&M BUs
* Integrated business management model for all functions of all G&M BUs
* Data requirements and data sources map
* KPI system design and implementation plan
* Recommendations for update or development of methodologies and tools for effective planning, budgeting, monitoring and reporting of operating and capital expenditures (OPEX & CAPEX) related to the performance management
 |
| **3.1.d Role of consultant** | Execution of analysis, workshops, and development of necessary documentation. Presentation of summary findings and recommendations to EPS' decision makers and relevant stakeholders |

|  |  |
| --- | --- |
| **3.2.** | **Detailed design of target management system for HPP, TPP and Mines**  |
| **3.2.а****Objective and task description**  | **Detailed pilot design phase for one selected generation and one production BU*** Development of detailed data architecture model (source, frequency, responsibilities, etc.)
* Data sourcing and data availability analysis
* Development of model for assessment of all functions
* Development of reporting and evaluation system for all functions
* Identification of required information systems and other supporting technology (e.g. integration with corporate information systems)
* Development of performance management processes and procedures, incl. updates in relevant job descriptions and systematization of working posts within the BU,
* High level cost-benefit analysis of the performance model implementation
* Transformation plan to reach the target performance model in all G&M BUs
 |
| **3.2.b****Scope** | All G&M Bus and EPS HQ |
| **3.2.c****Deliverables**  | * Detailed data architecture model development
* Data sourcing model and data availability assessment
* Scoreboards for all functions
* Reporting and evaluation system for all functions
* Specification of the required information systems and other supporting technology
* Performance management processes and procedures, incl. updates in relevant job descriptions
* High level cost-benefit analysis of the performance model implementation
* Transformation plan to reach the target performance model for all G&M BUs
 |
| **3.2.d****Role of consultant** | Execution of analysis, workshops, and development of necessary documentation. Presentation of summary findings and recommendations to EPS' decision makers and relevant stakeholders.  |

**4. Performance efficiency improvement initiatives and cost cutting measures**

|  |  |
| --- | --- |
| **4.1** | **Performance efficiency improvement Initiatives and cost cutting measures propositions for all G&M BUs** |
| **4.1. a** **Objective and task description** | * Detail analysis of all G&M BUs cost and revenue structures and identification of key cost and revenue drivers based on high level analysis in Module 1.1.
* Identification and design of measurements and investments to improve performance efficiency in G&M BUs:
	+ List of proposed initiatives to improve operational efficiency and performance
* Proposed measures and initiatives should cover organizational, process and technical/generation aspects of G&M BUs
* It is necessary to review initiatives arising from Strategy Project, related to G&M BUs
	+ Description of initiatives implementation process and high-level calculation of P&L impact
	+ Prioritization of initiatives
* Implementation plan design for the performance improvements and cost cutting initiatives
 |
| **4.1.b Scope** | EPS HQ, all G&M BUs |
| **4.1.c Deliverables** | * All G&M BUs cost and revenue structures detail analysis, list of key cost and revenue drivers
* List of initiatives and investments to improve operational efficiency and performance
	+ Description of initiatives implementation process and high-level calculation of P&L impact
	+ Prioritization of initiatives
	+ For at least ten of the above mentioned initiatives detailed business case should be developed (see Deliverables 4.2. in the text below)
* Implementation plan for the performance improvements and cost cutting initiatives
 |
| **4.1.d** **Role of consultant** | Execution of analysis, workshops, and development of necessary documentation. Presentation of summary findings and recommendations to EPS' decision makers and relevant stakeholders. |
| **4.2.** | **Detailed business case for selected key initiatives** |
| **4.2.а****Objective and task description** | * For key initiatives (selected and harmonized with EPS top management), it is necessary to make detailed analysis that shall give enough detailed guidelines to enable the management to start implementation of selected initiatives
* At least ten of the above mentioned initiatives from Deliverables 4.1. should be elaborated in more detail.
	+ Instead of high level calculation of impact of P&L it is necessary to develop more detail Business Case to start given initiative
	+ The result of Business Case should enable management (and Supervisory Board if necessary) to decide whether, how and when to start initiative, with actual costs and profit of the given initiative
	+ Business Case should clearly define terms of reference for the given initiative, as well as the steps and resources necessary for implementation
 |
| **4.2.b****Scope** | EPS HQ, all G&M BUs |
| **4.2.c****Deliverables** | Detailed business case for at least ten selected initiatives: * Why, how and when to start the initiative
* Calculated actual costs and profit of the given initiative
* Clearly defined terms of reference, with steps and resources necessary for implementation
 |
| **4.2.d****Role of consultant** | Execution of analysis, workshops, and development of necessary documentation. Presentation of summary findings and recommendations to EPS' decision makers and relevant stakeholders. |

**5. IT strategy**

|  |  |
| --- | --- |
| **5.1** | **IT strategy** |
| **5.1. a** **Objective and task description** | Development of new IT strategy for G&M BUs * Identification of IT requirements necessary for the new target operation model of all G&M BUs and SSC(s)
* IT Systems portfolio and IT Infrastructure architecture design
* Proposition of implementation approach and roadmap to reach IT Strategy
* IT Project Management concept design to effectively execute new IT strategy (time plan, responsibilities, costs estimates, risks, etc.)
 |
| **5.1.b Scope** | EPS HQ, all G&M Bus |
| **5.1.c Deliverables** | * IT requirements necessary for the new target operation model
* Long and mid-term IT plan
* IT Systems portfolio and IT Infrastructure architecture
* Suggested solutions overview including comparative benchmarking
* Proposition of Implementation approach, roadmap and IT project management concept (time plan, responsibilities, costs estimates, risks, etc.)
* IT strategy implementation and transition plan
 |
| **5.1.d** **Role of consultant** | Execution of analysis, workshops, and development of necessary documentation. Presentation of summary findings and recommendations to EPS' decision makers and relevant stakeholders |
| **5.2.** | **Recommendation of new IT organization and process model** |
| **5.2.a** **Objectives and Task Description** | * IT vision, IT organization structure and IT governance mode
* Enterprise architecture for the new operational model for G&M BUs (processes, systems, data entities)
* Target and transitory IT infrastructure of defined systems components
* Optimized IT functions – road mapping (including specific activities and responsibility for every function)
* FTEs sizing of every target IT function according to best practice (after functions are redesigned – improvement)
* Task descriptions for every organizational unit (functions according to responsibility, competences, connections with other organizational units, lines of reporting, etc.)
* Estimation of operational and implementation costs for the activities regarding incorporation and everyday activities of new IT concept
* Implementation approach overview and road map for achieving IT objectives (including communication campaign & training concept)
 |
| **5.2.b Scope** | EPS HQ, all G&M Bus |
| **5.2.c Deliverables** | * IT vision, IT organization structure and IT governance mode
* Enterprise architecture for the new operational model (processes, systems, data entities)
* Target and transitory IT infrastructure of defined systems components
* Optimized IT functions overview
* FTEs sizing of all target IT function
* Task descriptions for every organizational unit
* Implementation approach overview and road map for achieving IT objectives (including communication campaign & training concept)
 |
| **5.2.d Role of consultant** | Execution of analysis, workshops, and development of necessary documentation. Presentation of summary findings and recommendations to EPS' decision makers and relevant stakeholders |

**6. Project implementation support**

|  |  |
| --- | --- |
| **6.1** | **Project implementation participation and support** |
| **6.1.a Objective and task description** | Project management support* Professional support to project implementation managers and line management (incl. reporting, issues escalation, risk monitoring and mitigation, facilitation of conflict resolutions, etc.)
* Professional support is expected to include 300 man-days consultants who fluently speak Serbian language and who are engaged during entire project timeframe

Guidelines for the implementation of transformation and initiatives arising from this project* Analysis of current transformation and initiatives implementation capabilities and available resources within EPS all G&M BUs
* Architecture and resources of support for coordination of all major G&M Bus initiatives and transformation processes regarding restructuring
* Review and update of current methodologies and tools to support project implementation management as well as planning, controlling, reporting and risk management
 |
| **6.1.b Scope** | EPS HQ, all G&M Bus |
| **6.1.c Deliverables** | * Project implementation support with minimum 300 man-days consultants who fluently speak Serbian language
* Analysis of current initiatives/transformation implementation capabilities and available resources within EPS all G&M BUs
* Project implementation support governance and processes detailed design
* Architecture and resources of support for implementation of all selected projects and selected initiatives arising from this project and in-depth overview of management of this support process
* Update of current methodology and tools for project implementation management, planning, controlling, reporting and risk management
 |
| **6.1.d Role of consultant** | Support and execution of the project implementation activities. Execution of analysis, workshops and development of necessary methodologies and tools for implementation of selected transformation and initiatives. Presentation of summary findings and recommendations to EPS' decision makers and relevant stakeholders.  |

# 6. FORMS

***FORM 1***

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

## STATEMENTON INDIVIDUAL TENDER

as the Tenderer

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

WE S T A T E

under full substantive and criminal liability that

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

(*full name and seat*)

shall submit (joint) Tender in open procedure of public procurement No.132/13/DEFP, 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 of the services “Improvement of efficiency and productivity of JP EPS “ published on 28.04.2014. on the Public Procurement Portal, we submit

**TENDER**

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

|  |  |
| --- | --- |
| **PUBLIC PROCUREMENT NUMBER** | 132/13/DEFP |

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

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

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

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

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

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

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

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

*(indicate the payment method and conditions)*

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

*(indicate the completion period)*

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

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

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

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

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

**FORM 3**

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

## STATEMENT

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

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

WE STATE

under full substantive and criminal liability that

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

(*full name and seat*)

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

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

**FORM 4**

## SERVICE EXECUTION TIME SCHEDULE

|  |  |  |
| --- | --- | --- |
| **N°** | **Activity** 1 | **Months** |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **13** | **14** |
| 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| н |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

1 indicate all main activities determined in the ToR, including reports submission and other activities

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

**FORM 5**

## PRICE STRUCTURE

**I** Price and qualification structure of the team being engaged for the execution of subject procurement:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No. | Education level | Engagement period | Unit price (man/month) | Total(period х unit price) |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| Total **I**: |  |

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

***Instruction:***

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

Given price structure proves that the price covers all costs that the Tenderer shall have in realization of procurement.

**FORM 6**

## MODEL CONTRACT

*In accordance with the given Model Contract and elements of the most favorable tender Contract on Public Procurement shall be concluded. Tenderer is not obliged to fill in and submit in the tender the given Model Contract.*

**CONTRACTING PARTIES**:

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

and

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

(hereinafter jointly referred to as: contracting parties)

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

**CONSULTANCY SERVICES CONTRACT**

**WHEREAS:**

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

**Article 1**

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

**Article 2**

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

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

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

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

**Article 3**

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

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

**Article 4**

Addresses of Contracting Parties are as follows:

The Employer: **Public Enterprise ‘Electric Power Industry of Serbia’**

Address: Carice Milice St. № 2

 11000 Belgrade

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

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

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

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

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

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

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

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

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

**Article 5**

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

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

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

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

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

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

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

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

Employer has the right to, within seven days upon the date of receipt of Final Report

 on realization of all activities stipulated in Annex 2 hereof, submit written comments on it to the Service Provider or to accept and approve in written form the Final Report, аnd if the Employer does not submit written approval, nor submits comments within seven days upon the date of receipt of Final Report on realization of all activities stipulated in Annex 2 hereof, it shall be deemed that the Employer accepted and approved Final Report without comments.

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

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

**Article 6**

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

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

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

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

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

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

**Article 7**

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

**Article 8**

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

**Article 9**

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

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

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

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

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

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

**Article 10**

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

**Article 11**

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

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

**Article 12**

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

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

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

**Article 13**

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

**Article 14**

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

**Article 15**

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

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

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

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

**Article 16**

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

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

**Article 17**

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

**Article 18**

Within the period of 2 (two) years after the termination of this Contract, the Service provider and its staff engaged in the execution of the Contract, shall neither be engaged (directly and indirectly) in activities to acquire the ownership or managerial rights over the assets of the Employer or its subsidiaries nor engaged as advisors (directly or indirectly) of the potential acquirer of these rights.

**Article 19**

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

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

**Article 20**

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

**Article 21**

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

**Article 22**

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

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

**Article 23**

Integral parts of this Contract:

Annex 1 Tender Documentation;

Annex 2 Description and type of service;

Annex 3 Service Execution Time Schedule;

Annex 4 List of Consultant’s Staff with Staff’s Statements on Availability;

Annex 5 Price Structure;

Annex 6 Non-Disclosure Agreement

and

Annex 7 (Contract on joint provision of the services, *(note: it shall be stated in the text of the Contract in the event of joint Tender) )*.

**Article 24**

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

**SERVICE PROVIDER EMPLOYER**

 **Name JP “Elektroprivreda Srbije“**

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

 name and surname Aleksandar Obradović

 position Acting Director

**ANNEX 1 TO THE CONTRACT**

**TENDER DOCUMENTATION**

**ANNEX 2 TO THE CONTRACT**

**DESCRIPTION AND TYPE OF SERVICE**

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

**ANNEX 3 TO THE CONTRACT**

**SERVICE EXECUTION TIME SCHEDULE**

**ANNEX 4 TO THE CONTRACT**

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

**4 – А: Project Implementation**

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

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

**„** Improvement of efficiency and productivity of JP EPS **“**

I, the undersigned hereby confirm that I have accepted as the Consultant's team member the participation in the performance of the service from Annex 1 of this Contract for the performance of consultancy services during the time and in the scope specified in the tender.

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

|  |  |
| --- | --- |
| **Name and Surname:** |  |
| **Team Position:** |  |
| **Signature:** |  |

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

|  |  |
| --- | --- |
| **Name and Surname:** |  |
| **Team Position:** |  |
| **Signature:** |  |

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

|  |  |
| --- | --- |
| **Name and Surname:** |  |
| **Team Position:** |  |
| **Signature:** |  |

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

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

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

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

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

Authorized representative of the Employer for monitoring of implementation of consultancy services has considered the submitted forms and annexes, based on which he gives its consent and approves proposed changes of executors. In relation to this approval and submitted amended annexes of the Basic Contract separate annex in accordance with Article 9 item 6 of the Basic Contract shall not be concluded.

**ANNEX 5 TO THE CONTRACT**

**PRICE STRUCTURE**

**ANNEX 6 TO THE CONTRACT**

**NON-DISCLOSURE AGREEMENT**

**ANNEX 7 TO THE CONTRACT**

**CONTRACT ON JOINT SERVICE EXECUTION**

**FORM 7**

## QUALIFICATION STRUCTURE, POSITION AND TEAM MEMBER ENGAGEMENT TIME

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No**. | **Name and surname**  | **Qualification/position** | **Field covered by the function performed under the subject procurement** | **Time of engagement as per Work Plan****(Total Man-days, on-site, off-site**  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

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

***FORM 7.1.***

## OVERVIEW OF STAFF ENGAGEMENT 1

|  |  |  |  |
| --- | --- | --- | --- |
| **№** | Name | **Staff engagement****(bar chart form)2** | **TOTAL****Man-Days** |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **13** | **14** | **Total** |
| 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| … |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| n |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | total |  |

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

2 Months are calculated from the moment of engagement.

 Full engagement

 Partial engagement

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

***FORM 7.2***

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

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

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

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

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

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

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

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

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

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

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

 authorized person of the Employer

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

 (signature and stamp)

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

* SCRP-PEI, SCRP-OPT, SCRP

**FORM 7.3**

## CURRICULA VITAE OF TEAM MEMBER

**1. Proposed position**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

**5. Education**:

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

**6. Membership in professional bodies**:

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

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

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

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

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

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

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

**10. Professional experience** **in ENES** (starting from the current position until the first employment in ENES):

|  |  |
| --- | --- |
| Period:from (months/year) to (months/year)  |  |
| Address |  |
| Company  |  |
| Field (ENES) |  |
| Position |  |
| Description  |  |

**11. Professional experience** **in vertically integrated electricity** **company (**filled in by the Expert in Energy field)**:**

|  |  |
| --- | --- |
| Period:from (months/year) to (months/year)  |  |
| Address |  |
| Company  |  |
| Department |  |
| Position |  |
| Description  |  |

**12. Consulting experience in ENES in RR/RREU** (filled in by Project Supervisor and Project Manager)

|  |  |
| --- | --- |
| Period:from (months/year) to (months/year)  |  |
| Address |  |
| Company  |  |
| Field (ENES) |  |
| Department |  |
| Position |  |
| Description  |  |

**13. Consulting experience in ENES аnd other consulting experience** (filled in by team member)

|  |  |
| --- | --- |
| Period:from (months/year) to (months/year)  |  |
| Address |  |
| Company  |  |
| Field (ENES) |  |
| Department |  |
| Position |  |
| Description  |  |

**14. Previous experience/participation in “Similar Corporate Reorganization Project" (SCRP)** (filled in by Project Supervisor and Project Manager)

|  |  |
| --- | --- |
| Name of the project:  |  |
| Year:  |  |
| Place:  |  |
| Client: |  |
| Field (PRS) |  |
| Main project characteristics:  |  |
| Project value: |  |
| Position: |  |
| Performed activities: |  |

**15.** **Previous experience/participation in “Similar Corporate Reorganization Project" (SCRP)** (filled in by team member):

|  |  |
| --- | --- |
| Name of the project:  |  |
| Year:  |  |
| Place:  |  |
| Client: |  |
| Field (ENES): |  |
| Main project characteristics:  |  |
| Position: |  |
| Performed activities: |  |

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

Date: [day/month/year]

[*signature*]

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

**Note:** given CV must be followed by the Statement of the given person and the tenderer that the CV is correct.

***FORM******8***

## STATEMENT ON THE NUMBER OF EMPLOYEES

Regarding the Invitation to Tender for the public procurement of consulting services “Improvement of efficiency and productivity of JP EPS“, published on Public Procurement Portal 28.04.2014. under substantive, criminal and moral responsibility that we have \_\_\_\_\_\_\_\_\_ full time employed professional consultants with the working experience of at least 3 years in the field of consulting.

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

***FORM 9***

## TENDERERS REFERENCE LIST

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No**. | **Name and seat of the previous buyer/employer of the service and the field of industry** **(ES, ESS, PRS)** | **State in which the service was executed** | **Type, name and short description of the project** | **Value of the performed services, contracting date,****Service execution period** |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |

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

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

* SCRP-PEI, SCRP-OPT, SCRP

***FORM 9.1***

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

**CERTIFICATE**

Tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ executed services for us \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ that included \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

In the period from \_\_\_\_\_\_\_\_\_\_ (year) to \_\_\_\_\_\_\_\_\_ (year)

Subject services tenderer performed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(enter: *independently or as a Leader or as a member of the group of tenderers*).

Total value of the performed services was \_\_\_\_\_\_\_\_ (in letters: \_\_\_\_\_\_\_\_\_\_). Participation of the tenderer in total value of the services is (in letters: \_\_\_\_\_\_\_\_\_\_).

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

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

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

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

 authorized person of the Employer

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

 (signature and stamp)

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

* SCRP-PEI, SCRP-OPT, SCRP,

***FORM 10***

## TENDER PREPARATION COSTS FORM

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

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

**Note:** Tenderer can submit total amount and structure of costs for tender preparation within the tender in accordance with the given form and Article 88 of the Law.

***FORM 11***

## MODEL CONFIDENTIALITY AGREEMENT

Concluded between

1. Javno preduzeće Elektroprivreda Srbije, Beograd, Carice Milice 2, registration number: 20053658, TIN 103920327, current account No.: 160-700-13 Banca Intesa, represented by Acting Director Aleksandar Obradović (hereinafter referred to as: Employer), on one side

and

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

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

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

**Article 1.**

Parties have agreed, related to public procurement of consulting services – “Improvement of efficiency and productivity of JP EPS“– Public Procurement No. 132/13/DEFP (hereinafter referred to as: Services), to allow an access and exchange of information which constitute Business Secret and to protect their confidentiality in the manner and under the terms and conditions established by this Agreement and internal acts of the Parties.

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

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

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

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

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

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

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

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

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

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

**Article 3.**

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

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

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

Unless it was not explicitly otherwise agreed,

1. Neither Party shall use business secret or confidential information of the other Party,
2. Shall not disclose these information to the third party, except to employees and advisors of each party that need such information (and are subject to limited use and limitations in disclosing that are at least restrictive in the same manner as those performed by employees and advisors in writing); and
3. Shall try to keep business secret/confidential information of the other 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 Party shall keep the Business Secret of the Disclosing Party in the extent as if it were its own, as well as to undertake all economically justifiable preventive measures for the purpose of keeping the received Business Secret confidential

The Receiving Party shall keep the Business Secret of the Disclosing Party that is disclosed or received via any information carrier. The Receiving Party shall not sell, exchange, publish i.e. disclose Business Secret of the Disclosing Party to third parties in any way without a previous written consent of the Disclosing 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 Party to the competent authorities is required from the Receiving Party, in accordance with the relevant order or any court request, administrative agency or any state body of comparable competence, provided that party disclosing shall inform in writing the Disclosing Party prior to such disclosing in order to enable Disclosing Party to object to such order or request;
2. when Receiving Party discloses the Business Secret of the Disclosing Party to its employees and other authorized entities in order to fulfill the obligations of the Receiving Party towards the Disclosing Party provided that Receiving Party remains responsible for compliance with the provisions of this Confidentiality Agreement;
3. when Receiving Party discloses Business Secret of the Disclosing Party to legal entities considered to be their affiliates, provided that Receiving 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 Party under this Confidentiality Agreement
4. when the Receiving Party discloses Business Secret of the Disclosing Party to the Receiving party’s legal or financial advisors who are obliged to keep the confidentiality of such Receiving Party.

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

1. the Receiving Party was aware of it at the time of disclosing,
2. it became available to public but not by the fault of Receiving 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 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 Party.

**Article 5**

The 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 party is obliged to determine:

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

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

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

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

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

All notices, requests and other correspondence during the term of this Agreement, as well as correspondence in the case of court dispute between the Parties shall be made in a written form, as follows: by registered mail with a return receipt or direct delivery to the contracting party 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 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 Party does not receive the confirmation about receipt of message with enclosed Business Secret within the two working days including the day of sending the message, the responsible person shall suspend further sending of data and initiate the procedure for determining the reasons for delay in providing the information that the message with the Business Secret attached is received.

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

**Article 8**

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

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

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

On behalf of the Employer:

Business Secret

Javno preduzeće Elektroprivreda Srbije

Carice Milice 2, Beograd

or:

Confidential

Javno preduzeće Elektroprivreda Srbije

Carice Milice 2, Beograd

On behalf of the Service Provider:

Business Secret

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

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

or:

Confidential

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

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

**Article 9**

Obligations under this Agreement shall also apply Business Secret to which the 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 Party which represent Business Secret in terms of this Agreement and to which the Receiving 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 Party remains owner of the submitted Confidential Information that constitute Business secret. Disclosing Party is entitled, at any time, to demand from Receiving Party to return all the original Information Carriers containing Business Secret of the Disclosing Party.

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

**Article 11**

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

**Article 12**

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

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

**Article 13**

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

**Article 14**

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

**Article 15**

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

**Article 16**

This Agreement shall be considered concluded as of the date of signing by the authorized representatives of the 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 Party retains two copies (2).

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

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

 **PROVIDER**

L.S.