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| **Electric power industry of Serbia - EPS** | **Corporate Enterprise Thermal Power Plants nikola Tesla, Obrenovac** |

**PUBLIC ENTERPRISE "ELECTRIC POWER INDUSTRY OF SERBIA"**

**CORPORATE ENTERPRISE "THERMAL POWER PLANTS NIKOLA TESLA " OBRENOVAC**

**BOGOLJUBA UROŠEVIĆA CRNOG 44, 11500 OBRENOVAC**

**THE REPUBLIC OF SERBIA**

 **TENDER DOCUMENTS**

**FOR**

**PROCUREMENT AND DELIVERY OF COAL – LIGNITE**

**Procurement No 4419/2014**

**October 2014**

1. Tender documents contain:

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| ***Part*** | ***Name***  |
| **1.** | **General procurement data** |
| **2.** | **Technical characteristics and other requirements** |
| **3.** | **Conditions for participation in the procurement procedure and instructions how to prove compliance with these conditions** |
| **4.** | **Instructions to bidders how to prepare a bid** |
| **5.** | **Forms** |
|  | Bidder's statement on fulfillment of conditions |
|  | Subcontractor’s statement on fulfillment of conditions |
|  | Bidder’s information |
|  | Subcontractor’s information |
|  | Subcontractor’s participation |
|  | Information about a member of a group of bidders |
|  | Bid |
|  | Statement on independent bid |
|  | Price structure |
|  | Statement |
|  | Model of Bid bond |
|  | Letter of intent |
|  | Model of contract with attachments |
|  | *Attachment 1: Bid*  |
|  | *Attachment 2: Technical specification* |
|  | *Attachment 3: Delivery notice* |
|  | *Attachment 4 А : Protocol on quantitative acceptance* |
|  | *Attachment 4 B: Protocol on qualitative acceptance* |
|  | *Attachment 5: Performance Bond* |
|  | *Attachment 6: Advance payment guarantee*  |
|  | *Attachment 7: Payment guarantee* |
|  | *Attachment 8: Contract on joint execution of procurement* |
|  | *Attachment 9: Purchase Order* |
|  | *Attachment 10: Occupational health and safety* |
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**PART 1 GENERAL PROCUREMENT DATA**

1. Corporate Enterprise “Thermal Power Plants Nikola Tesla”, ltd. Obrenovac, St. Bogoljuba Uroševića – Crnog број 44, 11500 Obrenovac, The Republic of Serbia (hereinafter referred to as: Purchaser), Internet page of the Purchaser [www.tent.rs](http://www.tent.rs).
2. Subject procurement is conducted in the procurement procedure to which the Law on Public Procurement of Republic of Serbia does not apply, in accordance with art. 122. par 1. item 4. („Off. Gazette RS” no. 124/2012, hereinafter referred to as: Law or PPL).
3. Subject of this procurement no. 4419/2014 is procurement and delivery of coal – lignite (hereinafter also: goods) for electricity production in thermal power plant, for the needs of Corporate Enterprise „Thermal Power Plants Nikola Tesla“ ltd. Obrenovac (ТЕNТ А and ТЕNТ B) which operates in the system of Electric Power Industry of Serbia.
4. Procurement is not formed in lots.
5. Procurement procedure is carried out in order to conclude procurement contract.
6. Contact person: Atina Nedeljković, e-mail: atina.nedeljkovic@tent.rs

**PART 2 TYPE, QUALITY, TECHNICAL CHARACTERISTICSS, QUANTITY AND DESCRIPTION OF GOODS, THE MANNER OF CONTROL AND PROVISION OF QUALITY ASSURANCE, DELIVERY DEADLINE, PLACE OF DELIVERY OF GOODS**

Subject of procurement is procurement and delivery of coal – lignite for the needs of Corporate Enterprise „Thermal Power Plants Nikola Tesla“ ltd. Obrenovac which operates in the system of Electric Power Industry of Serbia, for the period of 5 months (dated 01.11.2014 until 31.03.2015), from the date of conclusion of the contract, divided by months:

1. November 2014 in a quantity of 150.000 tons (+/-20%),
2. December 2014 in a quantity of 310.000 tons (+/-20%),
3. January 2015. in a quantity of 310.000 tons (+/-20%),
4. February 2015 in a quantity of 280.000 tons (+/-20%),
5. March 2015 in a quantity of 250.000 tons (+/-20%),

i.e. daily average of 10.000 tons (+/-20%), low heating value 6900-8600 kJ/kg which amounts 1.560.000 tons with the option +20%.

**Purchaser / Buyer has the option to request delivery of larger quantities of coal (up to 500,000 tons) for February and March, as well as the option of cancellation of delivery for those months, with submission of a notice to the Bidder / Seller: until January 15, 2015 for February and until February 15, 2015 for March.**

**The additional quantity for specific months is:**

**- January up to 180,000 tons**

**- February up to 150,000 tons**

**- March up to 170,000 tons,**

**Which amounts to 500,000 tons.**

**Total quantity to be procured is 2,060,000 tons.**

**The above amounts are approximate and the Purchaser reserves the right not to implement concluded contract for the total amount of 2,060,000 tons**.

**2.1 QUALITY OF COAL – LIGNITE**

The offered coal – lignite shall meet the required level of quality in accordance with item 2.2 of tender documents (Technical Specification).

As an evidence of compliance with this requirement, the Bidder shall submit the following in the Bid:

* Attestation, manufacturing specification or report on coal testing. The said attestation, manufacturing specifications or report on coal testing shall be issued by Accredited laboratory and include technical, physical and chemical characteristics with limits of acceptability - according to item 2.2 of tender documents.

**2.2 TECHNICAL SPECIFICATION OF LIGNITE**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. | Moisture:   | % | Up to 50 |
| 2. | Ash:    | % | Up to 22 |
| 3. | Low heating value:  | kJ/kg | 6900-8600 |
| 4. | Carbon:  | % | max. 25,00 |
| 5. | Hydrogen:  | % | max. 2,40 |
| 6. | Sulphur | % | max. 1,00 |
| 7. | Specific weight | t/m3 | max. 0,90 |
| 8. | Grain size | mm | Up to 40\* |
| 9. | Xylitol content | % | Less than 15 |
| 10.  | Bond work index | % | Up to 42 |
| 11. | Sintering temperature | oC | From 900 to 1.080 |
| 12. | Smearing temperature | oC | From 1.315 to 1.400 |

\*Crushed coal of nominal grain size of 40 mm (min 85% of contracted delivered quantity) and from 40 to 60 mm (мaх 15% of contracted and delivered quantity). Maximum dust content is up to 5% of mass.

During bid assessment, Purchaser may accept also higher/lower values than those given in the table, and based on the received certificate, manufacturer’s specification or report on coal issued by the accredited laboratory which include technical, physical and chemical characteristics with limitations on acceptability if it determines that the offered coal shall not endanger stable and safe operation of thermal power plant.

In case of delivery by railway, wagons shall be of series Fals-z subseries 665 with pneumatic unloading or similar whose submitted specification the Purchaser shall technically evaluate and potentially accept. The Buyer shall refuse to accept goods in case the goods are loaded into railway wagons of other series, and it shall not bear any expenses in that case.

Quantitative acceptance of goods by wagons is performed by measuring of wagons on railway weigh-bridge at the station Tamnava West field, with mandatory engagement of an independent accredited institution. The cost of hiring the independent accredited institution shall be borne by the Seller. Attestation for measuring devices cannot be older than three months.

If the transport of goods is organized by water, measurement will be performed upon delivery of goods at the landfills of the Purchaser, by measuring draught of a full and empty boat or by certified truck scales, with mandatory engagement of an independent accredited institution. The cost of hiring the independent accredited institution shall be borne by the Seller. Attestation for measuring devices cannot be older than three months.

Report on goods measurement shall be submitted to the Purchaser by the Seller and it shall be an integral part of the Protocol on quantitative acceptance of goods.

Bidder is obliged to submit certified written guarantee along with the Bid (STATEMENT / CONFIRMATION) ON POSSESSION OF SUBJECT GOODS IN WAREHOUSE / LANDFILL, by which it confirms, under full material and criminal responsibility, that it possesses the amount of at least 50% of the required amount of coal (2.060.000 tons for the period of up to 5 months), and that the goods concerned do not involve the right of a third party, which excludes, reduces or limits the right of the Purchaser, signed by an authorized representative of the Bidder and its signature has to be certified on the statement, by a competent authority of the country in which the Bidder has its registered office.

If the statement is signed by a person not entered in the register as a legal representative, it is necessary to submit the authorization for signing along with the bid.

Bidder shall submit, along with the Bid, CERTIFIED STATEMENT OF CARRIER ON THE PROVISION OF LOGISTICS, by railway, as well as by barges, with detailed description of the means of transport:

Transportation by RAILWAY

* Wagon type series Fals-z subseries 665 with pneumatic unloading or similar whose submitted specification the Purchaser shall technically evaluate and potentially accept;
* Loading capacity;
* Mode of door opening during unloading- pneumatic;

Transportation by BARGE

* Barge capacity;
* Depth of draught;
* Length of barge.

In the certified STATEMENT OF CARRIER ON THE PROVISION OF LOGISTICS, the Bidder states the scope of engagement of transport means, quantities of wagons and locomotives, trucks and barges which will be used.

Delivery shall be accompanied by the following documentation:

* Original invoice for the value of delivered goods and three (3) copies,
* Analyzing certificate or coal testing report, which shall be issued by Accredited laboratory and include technical, physical and chemical characteristics with limits of acceptability in accordance with Technical Specification,
* Transport document: railway (CIM), or bill of lading, ship, barge (B/L) –shipping note or dispatch note /CMR, for road transport;
* Certificate of Origin of goods.

In case of disagreement of signatories of Protocol, in accordance with the Contract on key elements of delivery, the control of executed delivery shall be performed by ​​a legal entity registered for that in the Republic of Serbia, and it shall make Minutes on it. The costs of this control shall be borne by the Bidder - Seller, if it is determined that the complaint made by the Purchaser – Buyer is legitimate. The Purchaser - Buyer bears all the cost, if it is determined that the complaint made by the Purchaser - Buyer's isn’t legitimate.

Bidder - Seller is obliged to apply all security measures according to valid transport regulations for this type of goods (transport and delivery in a safe manner, costs of protection against partial or complete loss or damage at the given conditions of loading, transport, reloading and unloading, insurance against the usual risks of theft, obtaining all necessary permits) at its own expense, payment of taxes, fees, shipping costs, customs duties and other charges, as well as to comply with regulations related to environmental protection and other regulations, and to act in accordance with it at its own expense, in accordance with the agreed place of delivery - delivered into bunkers or at landfills of the Purchaser TENT A and TENT B.

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**PART 3** **CONDITIONS FOR PARTICIPATION IN THE PROCEDURE AND INSTRUCTIONS HOW TO PROVE COMPLIANCE WITH THESE CONDITIONS**

**3.1. MANDATORY REQUIREMENTS**

Right to participate in the procurement procedure has the Bidder who meets necessary requirements for participation in the procedure, and those are:

1. That it is registered with the competent authority, i.e. entered in the register*;*
2. That it and its legal representative have not been convicted of any crimes as members of an organized criminal group, have not been sentenced for crimes against the economy, crimes against the environment, criminal offense of accepting or giving bribes, crime of fraud*;*
3. That it hasn’t been prohibited from performing activities, this being in effect at the time of sending (publishing) invitation for submission of bids*;*
4. That it has settled due taxes, contributions and other public duties in accordance with regulations of the Republic of Serbia or foreign state if it is registered in its territory.

**3.2. cOMPLIANCE WITH OBLIGATIONS OF REGULATION ON OCCUPATIONAL HEALTH AND SAFETY, EMPLOYMENT AND ENVIRONMENTAL PROTECTION**

Purchaser requires the Bidder to expressly state in its bid that it has complied with obligations arising from valid regulations on occupational health and safety, employment and environmental protection.

Regarding this condition, Bidder submits a Statement in its bid - Form 10 of tender documents.

This statement is submitted by each member of the consortium, i.e. subcontractor, in its own name.

**3.3. ADDITIONAL REQUIREMENTS**

The bidder must meet the following additional requirements:

1. To have the necessary **financial capacity**, i.e.:
* that in the last 6 months prior to the publication of invitation for submission of bids, it didn’t have a single day of insolvency on its current accounts.
1. To have the necessary **business capacity,** i.e.:
* To have an amount of at least 50% of required amount of coal (2.060.000 tons for the period of 5 months) and that the goods concerned do not involve the right of a third party, which excludes, reduces or limits the right of the Purchaser,
* To have secured logistics in terms of railway as well as barges for delivery execution.

**3.4. INSTRUCTIONS HOW TO PROVE FULFILLMENT OF CONDITIONS**

Fulfillment of **mandatory conditions** for participation in the subject procurement, the Bidder proves by means of a statement in which it confirms that it meets specified conditions, under full material and criminal responsibility.

The statement is given in Form 1, and it must be signed and stamped by an authorized person of the Bidder and its signature has to be certified on the statement, by a competent authority of the country in which the Bidder has its registered office.

If the statement is signed by a person not entered in the register as a legal representative, it is necessary to submit the authorization for signing along with the bid.

Fulfillment of **additional conditions** for participation in the subject procedure, the Bidder proves by means of statements in which it confirms that it meets these conditions, under full material and criminal responsibility:

* Certified Bidder's STATEMENT, given under full material and criminal responsibility, confirming that in the last 6 months prior to the publication of invitation for submission of bids, it didn’t have a single day of insolvency on its current accounts ( from 27.04.2014 until 27.10.2014),
* Certified STATEMENT / CONFIRMATION ON POSSESSION OF GOODS IN WAREHOUSE / LANDFILL, as a written Bidder’s guarantee, by which it confirms, under full material and criminal responsibility, that it possesses the amount of at least 50% of the required amount of coal (2.060.000 tons for the period of up to 5 months), and that the goods concerned do not involve the right of a third party, which excludes, reduces or limits the right of the Purchaser.,
* Certified STATEMENT/ CONFIRMATION OF CARRIER ON THE PROVISION OF LOGISTICS, by railway, as well as by barges, with detailed description of the means of transport.

Statements have to be stamped and signed by an authorized representative of the Bidder / carrier and its signature has to be certified on the statement by the competent authoritiy of the State in which the Bidder / carrier has its registered office (judicial or administrative authority, public notary / notary or other competent government authority) . Certification of the signature by the competent authority is mandatory for all Bidders.

If the statement is signed by a person not entered in the register as a legal representative, it is necessary to submit the authorization for signing along with the bid.

Purchaser reserves the right to verify requested statements on compliance with the conditions submitted along with the bid,.

Bidder is also obliged to, if necessary, at the request of the Purchaser, enable visit to the warehouses / landfills of coal-lignite, so the Bidder’s representative could be convinced of the existence of it.

If the Purchaser founds that the Bidder showed incorrect data, that Bidder’s bid shall be evaluated and rejected as unacceptable.

**3.5 Requirements that must be met by ALL subcontractors, i.e. MEMBERS OF A GROUP OF BIDDERS**

Subcontractor has to meet mandatory requirements set forth in subitems 1 to 4 of item 3.1 of tender documents. Additional terms the Bidder meets independently regardless of subcontracting.

Each Bidder of a group og bidders has to meet mandatory requirements set forth in subitems 1 to 4 of item 3.1 of tender documents, and additional requirements they meet together.

Fulfillment of **mandatory conditions** for participation in subject procedure, each bidder from a group of bidders, as well as a subcontractor, prove by means of statements (Form 1, Form 2) in which, under full material and criminal responsibility, they confirm that they meet specified conditions.

**If the bid is submitted by a group of bidders** Statement (Form 1) shall be signed and stamped by the authorized representative of each bidder from a group of bidders.

**If the Bidder submits the bid with a subcontractor** Bidder submits the Subcontractor’s statement in the bid (Form 2), signed and stamped by the authorized person of the subcontractor.

Statement has to be stamped and signed by an authorized person of a member of a group of bidders, i.e. subcontractor, and its signature has to be certified on the statement, by the competent authoritiy of the State in which the member of a group of bidders, i.e.subcontractor has its registered office (judicial or administrative authority, public notary, or other competent government authority). Certification of the signature by the competent authority is mandatory for everyone.

If the statement is signed by a person not entered in the register as a legal representative, it is necessary to submit the authorization for signing along with the bid.

Fulfillment of **additional conditions** for participation in the subject procedure, the Bidder from a group of bidders proves by means of statements in which it confirmes that it meets additional conditions, in acc.to item 3.4 of tender documents, under under full material and criminal responsibility.

**3.6 SUBMISSION OF EVIDENCE UPON PURCHASER’S INVITATION**

Purchaser may, before reaching a decision on the award of contract, ask the Bidder, whose bid has been evaluated as the most favorable, to submit for review the original or certified copy of all or some of evidence on fulfillment of conditions.

Bidder is not obliged to submit for review evidence that is publicly available on websites of competent authorities, and it shall notify the Purchaser about this, upon receipt of invitation mentioned in the previous paragraph.

Bidder shall, without delay, notify the Purchaser in writing of any change in relation to fulfillment of conditions regarding procurement process, which occurs until reaching the decision, i.e. conclusion of contract, i.e. during validity period of procurement contract, and document it in the prescribed manner.

**PART 4. INSTRUCTIONS TO BIDDERS HOW TO PREPARE A BID**

This instruction contains information on requirements of the Purchaser with respect to the content of the bid, as well as conditions under which procurement procedure is to be executed.

Bidders are expected to thoroughly review this instruction and all forms and specifications contained in tender documents.

By submitting the bid, the Bidder confirms that it fully accepted tender documents and invitation for submission of bids.

**4.1. INFORMATION ABOUT THE LANGUAGE IN WHICH BID MUST BE MADE**

Purchaser prepared tender documents in Serbian and English, and bid opening procedure shall be conducted in Serbian and English.

Bids shall be submitted in Serbian for domestic bidders, and in English for foreign bidders, with all accompanying documentation.

Bid opening procedure shall be conducted in Serbian, along with consecutive interpretation into English.

**4.2. METHOD AND DEADLINE FOR SUBMISSION OF BIDS**

It is preferable that the Bidder submits the bid with forms and statements of compliance with conditions specified in tender documents, in a way that the sheets can not be separated.

Bid is to be submitted in person or by mail, in **a closed and sealed envelope** so that it can be safely concluded that it is opened for the first time at the following address: "Thermal Power Plants Nikola Tesla" Ltd. Obrenovac, St. Bogoljuba Uroševića - Crnog No. 44, 11500 Obrenovac, The Republic of Serbia, with the note: **,,Bid for PROCUREMENT AND DELIVERY OF COAL - LIGNITE, no. 4419/2014 – DO NOT OPEN”.**

On the back of the envelope there shall be written the correct name and address of the Bidder, its telephone and fax number, as well as the name of an authorized contact person.

In case the bid is submitted by a group of bidders, it is necessary to indicate on the envelope that it is a group of bidders, and give the names and addresses of all participants in a joint bid, as well as telephone, fax and name of a person authorized for contact by Bid holder.

Timely bids are those received and stamped by the receipt stamp at the Purchaser’s administrative office, until **11:30 o’clock at the latest**, within **10 (letters: ten) days** from the day of sending invitation for submission of bids, at the addresses of at least three potential bidders and publication of it on the internet page of the Purchaser and PE EPS, regardless of the manner of their delivery, i.e. **until November 6, 2014.**

If the bid has been submitted after the deadline for submission of bids specified in the invitation and bidding documents, it shall be considered untimely, and the Purchaser shall, upon completion of bid opening procedure, return such bid to the Bidder unopened, stating that it was submitted untimely.

Commission for procurement shall publicly open timely submitted bids on **November 6, 2014. at 12:00 hours** at the premises of the Purchaser – CE "Thermal Power Plants Nikola Tesla" Ltd. Obrenovac, St. Bogoljuba Uroševića - Crnog No. 44, 11500 Obrenovac, The Republic of Serbia.

Representatives of the bidders who participate in the public opening of bids, shall submit a written authorization for participation in this procedure to the Procurement Commission, before the commencement of the opening procedure (and not only the authorization for attending), issued on the letterhead of the Bidder, filed, stamped and signed by an authorized person of the Bidder.

Procurement Commission shall keep the minutes of Bid opening in Serbian and English.

The Purchaser shall, within 3 days upon completion of the bid opening procedure, submit the minutes of Bid opening to bidders who submitted their bids, by mail or electronically.

Bidder is obliged to make a bid in a following manner: It shall clearly and unambiguously, legibly by hand, typed on a computer or typewriter, fill in the forms with required data, or in all according to forms which are an integral part of tender documents and certify it by stamp and signature of a legal representative, by other legal representative entered in the register of the competent authority or a person authorized by a legal representative, with submission of authorization in the bid.

In case of submission of the bid with subcontractor, all forms in the bid shall be signed and certified by the Bidder, apart from Form 2 and Form 10, which shall be signed and certified by a subcontractor in its own name.

If the bid is submitted by a group of bidders, forms in tender documents may be filled in, signed and certified by all members of the group or group members may authorize a member (main contractor) who will fill in, sign and certify forms in tender documents in the name of the group, in which case it is necessary for that to be defined by an agreement / contract on joint procurement execution. Form 1 and Form 10 are filled in , signed and certified by each member of a group of bidders on its behalf.

It is preferable that all documents, submitted in the bid, be connected with a rope in one whole and sealed (with wax) or connected in some other way so that individual sheets, i.e.attachments, can not be inserted, removed or replaced later, without visibly damaging sheets or the seal.

If it is necessary for the Bidder to correct mistakes it had made during bid preparation or filling in of forms in tender documents, it shall put the signature of the person or persons who signed the bid form and seal of the Bidder next to such correction.

The content of the bid, apart from Bid Form, includes all other evidence - statements on fulfillment of conditions specified in tender documents, as well as all required attachments in a manner prescribed by the following paragraph of this item:

* completed, signed and stamped form "Bidder's Statement on fulfillment of conditions", for the Bidder and each member of a group of bidders in case of a joint submission of bids,
* completed, signed and stamped form "Subcontractor's Statement on fulfillment of conditions", for each subcontractor if the Bidder submits the bid with a subcontractor,
* completed, signed and stamped form „Bidder’s information“,for the Bidder and each member of a group of bidders in case of a joint submission of bids,
* completed, signed and stamped form „Subcontractor's information“, if the Bidder submits the bid with a subcontractor,
* completed, signed and stamped form „Subcontractor's participation“, if the Bidder submits the bid with a subcontractor,
* completed, signed and stamped form „Information about a member of a group of bidders“, for each member of a group of bidders in case of a joint submission of bids,
* completed, signed and stamped form „Bid form“,
* completed, signed and stamped form „Statement on independent bid“,
* completed, signed and stamped „Price structure form“ ,
* completed, signed and stamped „Declaration form on compliance with obligations“,
* completed, signed and stamped form „Contract Model“,
* certified STATEMENT of the Bidder, given under full material and criminal responsibility confirming that in the last 6 months prior to the publication of invitation for submission of bids, it didn’t have a single day of insolvency on its current accounts,
* certified STATEMENT / CONFIRMATION ON POSSESSION OF GOODS (coal-lignite) IN WAREHOUSE / LANDFILL, as a written Bidder’s guarantee, by which it confirms, under full material and criminal responsibility, that it possesses the amount of at least 50% of the required amount of coal (2.060.000 tons for the period of 5 months), and that the goods concerned do not involve the right of a third party, which excludes, reduces or limits the right of the Purchaser.
* Certified STATEMENT/ CONFIRMATION OF CARRIER ON THE PROVISION OF LOGISTICS, by railway, as well as by barges, with detailed description of the means of transport.
* Attestation, manufacturing specification or report on coal testing, issued by Accredited laboratory and including technical, physical and chemical characteristics with limits of acceptability - according to item 2.2 of bidding documents
* Bid bond,
* Original Letter of Intent, on readiness of the bank to issue performance bank guarantee.

**4.3. LOTS**

The subject procurement is not formed into several separate entities (lots).

**4.4. BID WITH VARIANTS**

Bid with variants is not permitted.

**4.5. CHANGE, AMENDMENT AND WITHDRAWAL OF BID**

Within the deadline for Bid submission the Bidder may change, amend or withdraw its Bid in the manner specified for Bid submission.

Bidder shall clearly indicate which part of the Bid is changed or which documents are subsequently submitted.

Change, amendment or withdrawal of the Bid shall be submitted to the address: Corporate Enterprise „Thermal Power Plants Nikola Tesla“ ltd Obrenovac, Bogoljuba Uroševića – Crnog no. 44, 11500 Obrenovac, Republic of Serbia, administrative office, with indication:

„Change of the Bid for PROCUREMENT AND DELIVERY OF COAL- LIGNITE, no. 4419/2014 – DO NOT OPEN” or

„Amendment to the Bid for – PROCUREMENT AND DELIVERY OF COAL- LIGNITE, no. 4419/2014 - DO NOT OPEN” or

„Withdrawal of the Bid for – PROCUREMENT AND DELIVERY OF COAL- LIGNITE, no. 4419/2014 DO NOT OPEN” or

„Change and amendment to the Bid for – PROCUREMENT AND DELIVERY OF COAL- LIGNITE, no. 4419/2014 - DO NOT OPEN”.

Correct name and address of the Bidder, telephone and fax numbers of the Bidder, as well as the name of an authorized person for contact shall be written on the back of the envelope.

In case the Bid is submitted by a group of Bidders, it is necessary to indicate on the envelope that this is a group of Bidders and give the names and address of all participants in a joint bid, as well as telephone, fax and name of authorized person for contact with the Bid holder.

After the deadline for submission of Bids the Bidder cannot withdraw or modify its Bid.

**4.6. PARTICIPATION IN JOINT BID OR AS SUBCONTRACTOR**

Bidder may submit only one Bid.

Bidder who submitted a Bid independently neither can at the same time participate in a joint Bid or as a subcontractor, nor can the same person participate in more joint Bids.

In the Bid form (Part 5, Form 7 of the tender documents), the Bidder states the manner of Bid submission, or whether it is bidding independently or as a joint Bid, or submitting a Bid with a subcontractor.

**4.7. BID WITH SUBCONTRACTOR**

Bidder shall state in the Bid whether the execution of procurement will be partly entrusted to a subcontractor, and indicate in its Bid the percentage of the total value of the procurement that will be entrusted to the subcontractor, which cannot be greater than 50% as well as a part of the procurement that will be made through the subcontractor.

If the Bidder states in the Bid that a partly execution of the procurement will be entrusted to a subcontractor, it shall state the name of the subcontractor, and if the contract is concluded, the subcontractor shall be specified in the contract.

At Purchaser’s request, the Bidder shall provide access to the subcontractor in order to determine compliance with requirements.

Bidder is fully responsible for the performance of duties of a public procurement procedure, or for the enforcement of contractual obligations, regardless of the number of subcontractors.

Bidder may engage as a subcontractor a person who is not mentioned in the Bid, if permanent disability payment occurred on subcontractor’s side after bid submission, as well as in other justified cases, provided that the new subcontractor meets all the requirements specified for subcontractor and if Bidder receives prior approval of the Purchaser.

**4.8. JOINT BID**

Bid may be submitted by a group of Bidders.

If the Bid is submitted by a group of bidders, integral part of a joint Bid shall be an agreement under which Bidders from each group are committed to each other and to the Purchaser to undertake the execution of the procurement, which shall contain the following information about:

1. Member of a group who will be the Main Contractor, or who will submit the Bid and represent the group of Bidders in front of the Purchaser,
2. Bidder who will on behalf of the group of Bidders sign the contract,
3. Bidder who will on behalf of the group of Bidders provide means of security,
4. Bidder who will issue an invoice,
5. Account to which the payment will be made,
6. Obligations of each Bidder from the group of Bidders for the execution of the contract,
7. Names of persons, individually for each Bidder, who will be responsible for execution of the procurement
8. Unlimited joint and several liability of the Bidder from the group of Bidders.

Each Bidder from the group of Bidders submitting a joint bid shall meet the mandatory requirements which is evidenced by submission of the Statement pursuant to section Conditions for participation and Instructions on how to prove compliance with these conditions.
Bidders from the group shall together fulfill additional requirements with respect to capacities, on the basis of the submitted statements in accordance with the section Conditions for participation and Instructions on how to prove compliance with these conditions.

**4.9. MANNER AND TERMS OF PAYMENT, AS WELL AS OTHER CIRCUMSTANCES DETERMINING BID ACCEPTABILITY**

**Requirements regarding the time and terms of payment*:***

Manner and terms of payment:

* Purchaser shall accept advance payment. Purchaser shall pay to the selected Bidder the advance payment in the amount of 5% оf contracted value, for the quantity of goods of 2.060.000 tons, VAT included, after the selected bidder submitts proforma invoice, advance payment guarantee and performance bond.
* The remaining payment for the delivered seven day quantity of goods, shall be made based on the invoice issued for the value of the goods delivered, at the Seller’s account no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with proportional advance payment justification within 10 (ten) days from the date of receipt of the original invoice to which the Protocols on quantitative and Protocols on qualitative acceptance of goods delivered are attached.

Invoicing shall be done weekly, based on mutually signed protocols on quantitative and qualitative acceptance of goods. Invocie shall be issued no later than 3 days from the date of protocol signing. Local Bidder in case of contracting the price in foreign currency (EUR) shall issue an invoice at the middle exchange rate of NBS on the date of payment- protocol signing, while the payment of the same is done at the middle exchange rate of NBS on the payment date.

* All prices in the Bid shall be stated in dinars (RSD) or in euros (EUR). When evaluating the Bids middle exchange rate of the National Bank of Serbia on the date of commencement of the bid opening shall be deemed as relevant relationship between the value of the dinar (RSD) and the euro (EUR).

**Bidders shall provide their Bid for goods unloaded in bunkers or unloaded at the landfills of the Purchaser TENT A and TENT B, including all costs except the cost of import customs clearance in the case of bid of a foreign Bidder.**

**Requirements in terms of deadline and manner of delivery**

Delivery shall be done successively, 7 days a week, average daily amount of the goods transported must not be less than 10.000 tons (+/-20%), low heat value 6900-8600 kJ/kg, and by months:

* November 2014 in the amount of 150.000 tons (+/-20%),
* December 2014 in the amount of 310.000 tons (+/-20%),
* January 2015 in the amount of 310.000 tons (+/-20%),
* February 2015 in the amount of 280.000 tons (+/-20%),
* March 2015 in the amount of 250.000 tons (+/-20%).

which amounts to 1.560.000 tons with the option +20%.

**The Purchaser/ Buyer has the option to require delivery of larger quantities in February and March (up to 500.000 tons), as well as the possibility to cancel the delivery for the same months, in total or in the part addiotional delivery, with submission of notification to the Bidder/ Seller, until December 12, 2014 for January, until January 15, 2015** **for February and until February 15, 2015 for March.**

The additional quantity for specific months is:

- January up to 180,000 tons

- February up to 150,000 tons

- March up to 170,000 tons,

Which amounts to 500,000 tons.

Total quantity to be procured is 2,060,000 tons.

**The above amounts are approximate and the Purchaser reserves the right not to implement concluded contract for the total amount of 2,060,000 tons**.

Unloading per daily delivery by rail /wagons shall be done within 90 minutes from the arrival at the place of delivery.

Wagons- railroad cars are Fals-z series, subseries 665 with pneumatic unloading or similar whose submitted specification the Purchaser shall technically evaluate and potentially accept.

**Requirement regarding the period of bid validity:**

Bid validity period can not be shorter than 30 days from the date of Bid opening.

**4.10. CURRENCY AND METHOD FOR STATING AND EXPRESSING PRICE IN THE BID**

Price shall be expressed in dinars or euros, without value added tax.

Bid prices shall be also expressed with value added tax, but during bid evaluation prices without value added tax shall be taken.

Foreign bidder may express the price in euros, and for the purpose of bid evaluation it will be converted into dinars at the middle exchange rate of the National Bank of Serbia on the day of bid opening.

Price represents the total cost of subject of procurement, including all associated costs. Bid price shall cover and include all costs that the Bidder has in the implementation of procurement, other than the costs of import customs clearance in the case of foreign Bidders.

In the Form "Price structure" (Form 9 of the tender documents) price structure shall be expressed, as breakdown of costs to be reimbursed.

Bidder's Bid price, expressed in the Bid shall be fixed for the entire contractual period and shall not be subject to any change.

**4.11. INFORMATION ABOUT COMPETENT AUTHORITIES, WHERE CORRECT INFORMATION ABOUT TAX LIABILITIES,** **ENVIRONMENTAL PROTECTION, EMPLOYMENT PROTECTION AND LABOUR CONDITIONS IN THE REPUBLIC OF SERBIA MAY BE OBTAINED IN TIMELY MANNER**

Bidders may obtain information about tax liabilities, environmental protection, employment protection and labour conditions at the following addresses:

\***Tax liabilities**: Ministry of Finance – Tax administration, Save Maškovića 3-5, Belgrade; web site [www.poreskauprava.gov.rs](http://www.poreskauprava.gov.rs);

**\*Environmental protection**: Ministry of agriculture and environmental protection, Nemanjina 22-26, Belgrade, web site www.mpzzs.gov.rs;

\***Employment protection and labour conditions:** Ministry of labour, employment and social policy, Nemanjina 22-26, Belgrade; web site [www.minrzs.gov.rs](http://www.minrzs.gov.rs/).

**4.12. METHOD OF MARKING CONFIDENTIAL DATA**

Purchaser shall keep confidential all information contained in the Bid which are specified as confidential by special regulations or as such marked as confidential.

Authorized Purchaser may refuse to provide information that violates the confidentiality of the data obtained in the Bid.

Bidder can mark documents containing personal information as confidental, and which any public register does not contain, or which are not otherwise available, as well as business data marked as confidential by regulations.

Purchaser shall treat as confidential those documents stating "CONFIDENTIAL" with uppercase letters in the upper right corner.

Purchaser shall not be responsible for the confidentiality of information that is not marked as stated above. If information not complying with the above conditions is marked as confidential, Purchaser will invite Bidders to remove the confidentiality mark. Bidder shall do so in a way that its representative will write "RECALL" over the confidentiality mark and enter the date, time and sign up. If the Bidder within the period specified by the Purchaser does not recall the confidentiality of documents, the Purchaser will treat this Bid as a Bid without confidential information.

**4.13. ADDITIONAL INFORMATION OR CLARIFICATIONS REGARDING BID PREPARATION**

In connection with the preparation of bid, Bidders may seek additional clarification in writing, no later than 5 days before the deadline for submission of bids, by sending a letter to an e-mail: atina.nedeljkovic@tent.rs.

Purchaser shall, as soon as possible from the date of the receipt of such request, reply to the applicant by e-mail and submitted the information to Bidders who have taken the tender documents, as well as publish it on the website of the Purchaser and PE EPS.

**4.14. ADDITONAL CLARIFICATIONS BY BIDDER AFTER BID OPENING AND CONTROL OF BIDDER OR ITS SUBCONTRACTOR**

After the opening of Bids, the Purchaser may, during technical evaluation of Bids, send a written request to the Bidder for additional explanations, which will help him in the examination, evaluation and comparison of Bids, and can exercise control (carry out inspection) of the Bidder or its subcontractor.

If the Purchaser determines that further clarification is required or it is necessary to exercise control (carry out inspection) of the Bidder or its subcontractor, the Purchaser shall provide the Bidder with an appropriate deadline to comply with the request of the Purchaser, or to enable the Purchaser to exercise control (carry out inspection) of the Bidder, as well as its subcontractor.

Purchaser may, with Bidder’s consent, perform the correction of calculation errors observed when considering the Bid after the opening.

In case of differences between the unit and the total cost, **unit cost per ton with specified technical specification** **shall be applicable.**

If the Bidder doesn’t agree with the correction of calculation errors, the Purchaser shall reject its Bid as unacceptable.

**4.15. NEGATIVE REFERENCES**

Purchaser may reject a Bid if it determines that the Bidder has negative references.

**4.16. CRITERIA FOR CONTRACT AWARD**

Purchaser shall make a decision on contract award by applying criteria **"the lowest bid price per ton with specified technical specification, for goods unloaded into bunkers or unloaded at the landfill of the Purchaser TENT A and TENT B, including all costs except costs of import customs clearance of a foreign Bidder.**

In Bid price the Seller shall include all costs including the costs of all security measures according to relevant regulations of transport for this type of goods (transport and delivery in a safe manner, the cost of protection against partial or complete loss or damage to the given conditions of loading, transport, transfer or unloading, insurance against the usual risks of theft, obtaining all necessary permits) at its own expense, payment of taxes, fees, shipping costs, customs duties and other charges, as well as comply with regulations related to environmental and other regulations, and comply with the same at its own expense, in accordance with the agreed delivery place - unloaded into bunkers or unloaded at the landfills of the Purchaser TENT A and TENT B.

Evidence: Bid form and Price structure form (Form 7 and Form 9)

**The Purchaser reserves the right to conduct negotiations with Bidders who submitted Bids in the related procurement, in order to achieve the best price.**

**4.17. COMPLIANCE WITH OBLIGATIONS UNDER APPLICABLE REGULATIONS**

Bidder shall within its bid submit a statement made ​​under criminal and material liability that it respected all obligations arising from the existing regulations on safety at work, employment and working conditions, environmental protection. *(Statement Form given in part 5 Form 10 of the tender documents).*

**4.18. MEANS OF FINANCIAL SECURITY FOR BID BOND, WORK PERFORMANCE AND ADVANCE PAYMENT**

In the Bid and during the conclusion of the contract the following means of financial security shall be submitted:

**Bidder shall submit the means of financial security:**

**4.18.1. Bid Bond** in theamount of 1 % of the total value of the Bid for the amount of 2.060.000 tons, without VAT.

Bidder shall provide a bank guarantee at its own expense and the guarantee shall be irrevocable, unconditional, without the right to object and payable at first demand, with a validity period of 30 (thirty) days from the date of bid opening, depending on the time of bid validity.

Purchaser shall realize a bank guarantee submitted with the Bid if: 1) Bidder withdrawns, revokes or modifies its bid after the deadline for submission of bids, or 2) Bidder who is awarded the contract fails to sign or refuse to sign the contract on public procurement or 3) fails to provide advance payment guarantee and performance bond within 15 days from the date of conclusion of the contract.

Purchaser shall return the guarantees to Bidders with whom it hasn’t concluded a contract, immediately after signing the contract with the selected Bidder.

If the Bidder fails to provide such bank guarantee the Bid shall be rejected as unacceptable.

In the event that the main office of the guarantor bank is in the Republic of Serbia in case of a dispute under this Guarantee, the jurisdiction of the Court in Belgrade and the application of the substantive law of the Republic of Serbia shall be determined. In the event that the main office of the guarantor bank is outside the Republic of Serbia in case of a dispute under this Guarantee, the jurisdiction of the International Commercial Arbitration at the Chamber of Commerce of Serbia with the application of the Rules of CCS and the procedural and substantive law of the Republic of Serbia shall be determined.

If the Bidder submits a bank guarantee of a foreign bank, it shall be acceptable to the Purchaser.

Model of the Bid Bond is given in Form 11 of the tender documents.

**4.18.2)** Original Letter of Intent on the readiness of a bank to issue performance bond, issued by a bank acceptable to the Purchaser, if the Bidder gets a job upon invitation to tender for the supply and delivery of coal - lignite, that it shall issue a performance bond, unconditional, payable on first demand, without the right to object, with the indicated amount of 2% of the contract value excluding VAT, with a validity period 30 days longer than the date set for the implementation of all obligations under the contract concluded in accordance with the Bidding documents.

Original Letter of Intent on the readiness of the bank to issue performance bond, shall be submitted with the Bid. The Letter of Intent shall be unconditional, irrevocable and without objection.

Bid without the Letter of Intent (or with a letter not containing the required elements) shall be rejected as unacceptable.

Form of Letter of Intent is given in Form 12 of the tender documents.

**4.18.3)** Original Letter of Intent on the readiness of a bank to issue advance payment guarantee, issued by a bank acceptable to the Purchaser, if the Bidder gets a job upon invitation to tender for the supply and delivery of coal - lignite, that it shall issue unconditional, payable on first demand, without the right to object, advance payment guarantee назначеним with the stated amount of 5% of contracted value for the quantity of 2.060.000 tons of goods VAT included and which has to be valid at least until the advance payment is justified.

Original Letter of Intent on the readiness of the bank to issue advance payment guarantee, shall be submitted with the Bid. The Letter of Intent shall be unconditional, irrevocable and without objection.

Bid without the Letter of Intent (or with a letter not containing the required elements) shall be rejected as unacceptable.

Form of Letter of Intent is given in Form 13 of the tender documents

**4.18.4) Perfomance bond**

The selected Bidder shall **within 15 days from the date of conclusion of the contract** submit to the Purchaser performance bond, which shall contain clauses: irrevocable, unconditional, payable on first demand and without a right to objection. Performance bank guarantee shall be issued in the amount of 2% of the total contract value without VAT, with validity deadline which is 30 (thirty) days longer than the date for final execution of works. If, during the validity period of the contract, deadlines for implementation of contractual obligations change, the validity of performance bank guarantee for the work execution shall be extended.

The Purchaser shall realize a performance bank guarantee in the event that the selected Bidder does not perform its contractual obligations under the terms and in the manner stipulated by the contract.

Submitted bank guarantee cannot contain additional conditions for payment, shorter time limits, less amount or altered territorial jurisdiction for the resolution of disputes.

In the event that the main office of the guarantor bank is in the Republic of Serbia in the event of a dispute under this Guarantee, the jurisdiction of the Court in Belgrade and the application of the substantive law of the Republic of Serbia shall be determined. In the event that the main office of the guarantor bank is outside the Republic of Serbia in the event of a dispute under this Guarantee, the jurisdiction of the International Commercial Arbitration at the Chamber of Commerce of Serbia with the application of the Rules of CCS and the procedural and substantive law of the Republic of Serbia shall be determined.

If the selected Bidder submits a bank guarantee of a foreign bank, it shall be acceptable to the Purchaser.

In the event that the Bid is submitted by a group of Bidders, means of financial security shall be submitted by a Bidder from the group of Bidders who is designated by the mutual agreement of the group of Bidders to provide security means.

In the event that the Bidder fails to fulfill its contractual obligations, the Purchaser is entitled to realize submitted means of security by the Bidder.

**4.18.5) Advance payment guarantee**

Selected Bidder shall, prior to the advance payment by the Purchaser, submit the advance payment guarantee to the Purchaser that shall include clauses: irrevocable, unconditional, payable on first demand and without a right to objection. Advance payment guarantee (in the amount of required advance payment), to the amount of 5% of contracted value, for the quantity of 2.060.000 tons of good VAT included and has to be valid at least until the advance payment is justified. The Purchaser shall return to the selected Bidder advance payment guarantee when it accepts from the selected bidder the invoice for delivered good in the amount of given advance payment.

Submitted bank guarantee cannot contain additional conditions for payment, shorter time limits, less amount or altered territorial jurisdiction for the resolution of disputes.

In the event that the main office of the guarantor bank is in the Republic of Serbia in the event of a dispute under this Guarantee, the jurisdiction of the Court in Belgrade and the application of the substantive law of the Republic of Serbia shall be determined. In the event that the main office of the guarantor bank is outside the Republic of Serbia in the event of a dispute under this Guarantee, the jurisdiction of the International Commercial Arbitration at the Chamber of Commerce of Serbia with the application of the Rules of CCS and the procedural and substantive law of the Republic of Serbia shall be determined.

If the selected Bidder submits a bank guarantee of a foreign bank, it shall be acceptable to the Purchaser.

In the event that the Bid is submitted by a group of Bidders, means of financial security shall be submitted by a Bidder from the group of Bidders who is designated by the mutual agreement of the group of Bidders to provide security means

**PART 5. FORMS**

**Form 1.**

**STATEMENT OF THE BIDDER ON COMPLIANCE WITH THE CONDITIONS IN THE PROCUREMENT PROCEDURE**

**Under full criminal and material liability,** as a representative of the Bidder, I give the following

**STATEMENT**

Bidder *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* in the procurement procedure: Procurement and delivery of coal - lignite, – no. 4419/2014, complies with all mandatory conditions defined in the tender documents for the subject procurement, as follows:

1) Bidder is registered with the competent authority, i.e. entered in the appropriate register;

2) Bidder and its legal representative have not been convicted of any of the criminal offenses as members of an organized criminal group, that they have not been convicted of crimes against the economy, crimes against the environment, the crime of receiving or giving bribes, the crime of fraud;

3) Bidder has not been prohibited from performing the activity, the prohibition being effective at the time of sending the invitation for submission of bids;

4) Bidder has settled all due taxes, fees and other public duties in accordance with the regulations of the Republic of Serbia (*or foreign state if it is registered in its territory);*

In the attachment of this statement we submit the following regarding the fulfilment of additional conditions defined in tender documents:

* Certified STATEMENT under full material and criminal liability by which we confirm that in the last 6 months before the date of publication of Invitation for submission of Bids we hadn’t had any days of insolvency on our current accounts (from 27.04.2014. to 27.10.2014.), signed by an authorized representative of the Bidder and its signature shall be certified on the statement by a competent authority of the country in which the Bidder has its registered office;
* Certified STATEMENT / CONFIRMATION ON POSSESSION OF GOODS (coal-lignite) IN WAREHOUSE / LANDFILL, by which we confirm, under full material and criminal liability, that we possess the amount of at least 50% of the required amount of coal (2.060.000  tons for the period of up to 5 months), and that the goods concerned do not involve the right of a third party, which excludes, reduces or limits the right of the Purchaser, signed by an authorized representative of the Bidder and its signature shall be certified on the statement by a competent authority of the country in which the Bidder has its registered office;
* Certified STATEMENT / CONFIRMATION OF CARRIER ON THE PROVISION OF LOGISTICS, both by railway and by barges, with detailed description of the means of transport.

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

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

***Note:*** *If the Bid is submitted by a group of Bidders****,*** *the Statement shall be signed by an authorized person of each Bidder and stamped.*

**Form 2.**

**STATEMENT OF THE SUBCONTRACTOR ON COMPLIANCE WITH THE CONDITIONS IN THE PROCUREMENT PROCEDURE**

**Under full criminal and material liability**, as a representative of the subcontractor, I give the following

**STATEMENT**

Subcontractor *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*\_\_\_ in the procurement procedure: Procurement and delivery of coal - lignite, – no. 4419/2014, complies with all mandatory conditions defined in the tender documents for the subject procurement, as follows:

1. Subcontractor is registered with the competent authority, i.e. entered in the appropriate register;
2. Subcontractor and its legal representative have not been convicted of any of the criminal offenses as members of an organized criminal group, that they have not been convicted of crimes against the economy, crimes against the environment, the crime of receiving or giving bribes, the crime of fraud;
3. Subcontractor has not been prohibited from performing the activity, the prohibition being effective at the time of sending the invitation for submission of bids;
4. Subcontractor has settled all due taxes, fees and other public duties in accordance with the regulations of the Republic of Serbia (*or foreign state if it is registered in its territory).*

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

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

***If the Bidder submits a Bid with subcontractor,*** *the Statement shall be signed by an authorized person of the subcontractor and stamped*

*.*

**Form 3.**

# DATA ON BIDDER

|  |  |  |
| --- | --- | --- |
| Name of the Bidder: |  |  |
| Bidder’s address: |  |  |
| Contact person: |  |  |
| E-mail: |  |  |
| Telephone: |  |  |
| Fax: |  |  |
| Tax identification number (TIN): |  |  |
| Bidder’s identification number: |  |  |
| Activity code: |  |  |
| Number of account and name of the Bank: |  |  |
| Person responsible for contract signing: |  |  |

|  |  |  |
| --- | --- | --- |
| Date: | L.S. | Bidder: |
|  |  |  |
|  |  |  |

***Note****: If Bidders participate in the joint bid, this Form shall be filled in by the Leader– Holder of work.*

*If the foreign Bidder is not able to state some of the required data on the place envisaged for it, it can enter “not applicable“.*

**Form 4**

# DATA ON SUBCONTRACTOR

|  |  |  |
| --- | --- | --- |
| Name: |  |  |
| Address: |  |  |
| Contact person: |  |  |
| Е-mail: |  |  |
| Phone number: |  |  |
| Fax: |  |  |
| Tax number (TIN): |  |  |
| Identification number: |  |  |
| Activity code: |  |  |
| Account number and name of the Bank: |  |  |
| Responsible person: |  |  |

|  |  |  |
| --- | --- | --- |
| Date: | L.S. | Bidder: |
|  |  |  |
|  |  |  |

***Note***: *This form is filled in only if the Bidder has the subcontractor. Form should be filled in for each subcontractor.*

*If the foreign Bidder is not able to state some of the required data on the place envisaged for it, it can enter “not applicable“.*

1. **Form 5**

## PARTICIPATION OF SUBCONTRACTOR

Regarding the Invitation to bid submission for the procurement of goods: Procurement and delivery of coal-lignite, sent and published on \_\_\_\_\_\_.2014 on the website of the Purchaser and PE EPS, as well as in a local daily newspapers “Danas” \_\_\_\_\_\_\_ and \_\_\_\_\_\_\_, we state that we act with a Subcontractor/Subcontractors and we state its/their participation according to value as follows:

* In the bid the Subcontractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*state the name of the Subcontractor*) participates in the execution of the following activities:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which is \_\_\_\_\_ percents of the total procurement value

* In the bid the Subcontractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*state the name of the Subcontractor*) participates in the execution of the following activities:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which is \_\_\_\_\_ percents of the total procurement value

.

* In the bid the Subcontractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*state the name of the Subcontractor*) participates in the execution of the following activities:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which is \_\_\_\_\_ percents of the total procurement value

.

|  |  |  |
| --- | --- | --- |
| Date: | L.S. | Bidder: |
|  |  |  |
|  |  |  |

***Note*:** *Form is filled in only in the event that the Bidder acts with the Subcontractor.*

**Form 6**

# DATA ON THE MEMBER OF THE GROUP OF BIDDERS

|  |  |  |
| --- | --- | --- |
| Name: |  |  |
| Address: |  |  |
| Contact person: |  |  |
| Е-mail: |  |  |
| Phone number: |  |  |
| Fax: |  |  |
| Tax number (TIN): |  |  |
| Identification number: |  |  |
| Activity code: |  |  |
| Account number and name of the Bank: |  |  |
| Responsible person: |  |  |

|  |  |  |
| --- | --- | --- |
| Date: | L.S. | Bidder: |
|  |  |  |
|  |  |  |

***Note****: If Bidders participate in the joint bid, this Form shall be filled in by the Leader– Holder of work.*

*If the foreign Bidder is not able to state some of the required data on the place envisaged for it, it can enter “not applicable“.*

***Form 7***

# **BID FORM**

Bidder’s name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder’s address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder’s protocol number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

(*note: in the case of joint bid the information of the holder of the works shall be filled in*)

|  |  |
| --- | --- |
| **MANNER OF BID SUBMISSION** (encircle) | * individually
* joint bid
* with a subcontractor
 |

Based on the invitation to bid submission in the procedure of procurement of goods – PROCUREMENT AND DELIVERY OF COAL- LIGNITE,sent and published on website of the Purchaser and PE EPS, as well as in a local daily newspapers “Danas”, on \_\_\_\_.2014, we submit

#### BID NO. \_\_\_\_\_\_\_\_ dated \_\_.\_\_.2014

 **At procurement number 4419/2014**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No | Procurement subject | Unit of measure | Quantity  | Unit price per tone VAT excluded dinar/ton and euro/ton  | Amount VAT excluded dinars/euros |
| 1.  | Procurement and delivery of coal-lignite unloaded into bunkers or to landfills of the Purchaser TENT A and TENT B  | ton | 2,060,000 |  |  |

#### Note: Offer should be given in accordance with the requirements defined in technical specification.

 TOTAL PRICE VAT EXCLUDED:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ RSD/EUR

 VAT :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ RSD/EUR

 TOTAL PRICE VAT INCLUDED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ RSD/EUR

**DEADLINE AND MANNER OF PAYMENT:**

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

**DELIVERY DEADLINE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**BID VALIDITY PERIOD:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(bid has to be valid at least 30 days as of the date of bid opening)*

**PLACE OF UNLOADING- DELIVERY:** **bunkers or landfills of the Purchaser TENT A and TENT B**

**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. | Bidder: |
|  |  |  |
|  |  |  |

**Form 8**

**Under full material and criminal liability**, as a representative of the Bidder (Holder of work in joint bid), I issue the following

**STATEMENT ON INDEPENDENT BID**

that (joint) bid in the procedure: Procurement and delivery of coal-lignite – number \_\_/14, Purchaser – Company TPP Nikola Tesla d.o.o. Obrenovac, I submit/We submit independently, without agreement with other Bidders or interested parties.

|  |  |  |
| --- | --- | --- |
| Date: | L.S. | Bidder: |
|  |  |  |
|  |  |  |

1. **Form 9**
2. **PRICE STRUCTURE FORM**

**For bid no. \_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_.\_\_.2014.**

**(Part I)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Number | Name of item/Bill of quantities  | Amount in tonnes | UNIT PRICE VAT excluded (RSD/EUR) | UNIT PRICE VAT included (RSD/EUR) | TOTAL PRICE VAT excluded (RSD/EUR) | TOTAL PRICE VAT included (RSD/EUR) |
| 1 | 2 | 3 | 4 | 5  | 6 = (3x4) | 7=(3x5) |
| 1. | Procurement and delivery of coal– lignite unloaded in bunkers or landfills of the Purchaser TENT A and TENT B  |  2,060,000 |  |  |  |  |

**(part II)**

|  |  |
| --- | --- |
| **Separately shown costs in % (customs duty, transportation costs, etc.)** | % |
| - goods |  |
| - customs duty |  |
| - transportation costs |  |
| - other costs |  |
|  |  |
|  |  |
| **TOTAL** |  100 % |

**Instruction for filling in the Price Structure Form:** Fill in appropriate tables depending on whether the bidder is domestic or foreign, as well as whether the transport of foreign tender is organized by railway or barge.

**(I part price structure)**

Bidder has to fulfill the price structure form in thе following manner:

* Enter unit price without VAT for each required izem in the column 4,
* Enter unit price VAT included for each required izem in the column 5,
* Enter total price without VAT for each required izem in the column 6
* Enter total price VAT included for each required izem in the column 7
* Enter total price VAT excluded and VAT included in the last row of the table that shall at the same time present prices given in the Bid Form.

**(II part price structure):**

Bidder should show stated costs in %. If there are some other costs that are not stated in the II part of the Price Structure Form the Bidder may show them.

|  |  |  |
| --- | --- | --- |
| Date: | L.S. | Bidder: |
|  |  |  |
|  |  |  |

**Form 10**

1.
2. **Under full material and criminal liability**, as a Bidder’s representative (member of the group of Bidders, Subcontractor), I give the following

**S T A T E M E N T**

That we are act fully in accordance with all obligations that arise from valid safety at work, employment аnd working conditions, and environmental protection regulations.

|  |  |  |
| --- | --- | --- |
| Date: | L.S. | Bidder/Subcntractor: |
|  |  |  |
|  |  |  |

1. **FORM 11**

 **GUARANTEE FORM FOR PARTICIPATION IN THE TENDER**

***(bank name, branch address of the issuer)***

PRINCIPAL: (address)

USER:

Corporate Enterprise " Thermal Power Plants Nikola Tesla“ ltd.

11500 Obrenovac, St.Bogoljuba Uroševića-Crnog, no. 44

Identification number: 07802161

PIB: 101217456

**GUARANTEE FOR PARTICIPATION IN THE TENDER NO**. .................................

We have been informed that .......................................... (hereinafter referred to as:

Principal), in response to your invitation to tender no. ......................

dated ................ for .......................................................................... (job description)

has submitted its bid no. ....................................................................on..................................................

According to your conditions, bids have to be accompanied by a guarantee for participation in the tender.

At Principal’s request, we ......................................................................................... (bank name and address) hereby irrevocably and unconditionally, upon your first request, without objection, undertake the obligation to pay any sum or sums not exceeding the total amount of .....................(in letters:..............................................) immediately upon receipt of your first written request and your written statement stating that the Principal violated its obligation (s) under the terms of the tender, i.e. that it has,:

* withdrawn, revoked or changed its bid after expiry of deadline for submission of bids, or
* Refused to sign public procurement contract in accordance with accepted bid, or has failed to sign the contract on public procurement in time, or
* Failed to submit, within 15 days from conclusion of contract, advance payment bank guarantee and performance bank guarantee which are envisaged in accordance with tender conditions.

If the Principal is from the Republic of Serbia, and the value of guarantee is expressed in euro, payments shall be made in dinar equivalent according to middle exchange rate of NBS on the payment date.

For the purpose of identification, your demand for payment has to be submitted through your bank, which will confirm that the signatures on the demand for payment are genuine and legally binding for your company (institution).

Your payment demand shall also be accepted if it is submitted by coded SWIFT message through your bank which confirms that your demand for payment has been forwarded to us by registered mail and that the signatures on such demand for payment are genuine and legally binding for your company (institution).

This guarantee is valid at the latest until.................................... According to that, we have to receive each demand for payment until that date at the latest, or before that date.

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

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

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

1. **FORM 12**

LETTER OF INTENT

|  |  |
| --- | --- |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | (Name and seat of the company) |

|  |  |
| --- | --- |
| ......................2014.... |  |

LETTER OF INTENT

No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 By your letter number --------------- dated 2014, you asked from the Bank to issue letter of intent that it will issue the guarantee if you are selected for the work under invitation number 4419/2014, announced by Corporate Enterprise “Thermal Power Plants Nikola Tesla“ ltd. Obrenovac for submission of bids for procurement and delivery of coal – lignite.

Upon the conclusion of the Contract between the Companies ..................................................................................... (Name and seat of the company)

And PE EPS Belgrade- Corporate Enterprise “Thermal Power Plants Nikola Tesla” ltd. with the seat in Obrenovac, Bogoljuba Uroševića Crnog 44, the Bank shall issue the following irrevocable, unconditional, payable at first demand and without right to objection, Performance bond in the amount of 2% of totally contracted value VAT excluded, in accordance with the terms of Business politics of the Bank and if the company.......................................................................................... submits the appropriate security instruments acceptable for the bank.

 We are submitting the letter of intent for the purpose of participation in the procurement procedure number 4419/2014.

Best regards,

 FOR BANK

1.

**FORM 13**

LETTER OF INTENT

|  |  |
| --- | --- |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | (Name and seat of the company) |

|  |  |
| --- | --- |
| ......................2014.... |  |

LETTER OF INTENT

No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 By your letter number ---------------dated 2014, you asked from the Bank to issue letter of intent that it will issue the guarantee if you are selected for the work under invitation number 4419/2014, announced by Corporate Enterprise “Thermal Power Plants Nikola Tesla“ ltd. Obrenovac for submission of bids for procurement and delivery of coal – lignite.

Upon the conclusion of the Contract between the Companies ..................................................................................... (Name and seat of the company)

And PE EPS Belgrade- Corporate Enterprise “Thermal Power Plants Nikola Tesla“ ltd.with the seat in Obrenovac, Bogoljuba Uroševića Crnog 44, the Bank shall issue the following irrevocable, unconditional, payable at first demand and without right to objection, Advance payment guarantee in the amount of 5% of contracted value for the amount of 2.060.000 tons of goods VAT included, in accordance with the terms of Business politics of the Bank and if the company.......................................................................................... submits the appropriate security instruments acceptable for the bank.

 We are submitting the letter of intent for the purpose of participation in the procurement procedure number 4419/2014.

Best regards,

 FOR BANK

**Form 14**

**MODEL CONTRACT**

**CONTRACTING PARTIES:**

**PURCHASER:**

Corporate Enterprise „Thermal Power Plants Nikola Tesla“ ltd. Оbrеnоvаc, Bоgоlјubа Urоšеvićа Crnоg, No. 44, Republic of Serbia, Registration Number 7802161, TIN 101217456, Current account number 205-13550-81 Kоmеrciјаlnа bаnkа, represented by legal representative Director Čеdоmir Pоnоćkо (hereinafter referred to as: **Buyer)**, with mandatory counter signature of General Manger of Public Enterprise Electric Power Industry of Serbia, Belgrade, Carice Milice 2, the Republic of Serbia, Aleksandar Obradovic, in the capacity of legal represtentaive of the Founder

 and

**Bidder:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from \_\_\_\_\_\_\_\_, str. \_\_\_\_\_\_\_\_\_\_\_\_, no.\_\_\_\_, registration number: \_\_\_\_\_\_\_\_\_\_\_, TIN: \_\_\_\_\_\_\_\_\_\_\_, current account number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_with bank, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_, (as the leader on behalf of the group of Bidders*, [Note: it shall be stated in the text of the Contract in the event of joint bid]* (hereinafter referred to as the: **Seller)**

Concluded in Belgrade,

**SALE AND PURCHASE AGREEMENT**

**Preamble**

**Article 1**

whereas:

* The Seller conducted the procurement procedure, without application of Public Procurement Law of the Republic of Serbia (Official Gazette of RS No. 124/2012), in accordance with Article 122. paragraph 1. item 4) hereof, for procurement Number 4419/2014;
* The Invitation for bid submission related to subject procurement is published on \_\_.\_\_.2014., on websites of Seller and PE EPS ;
* Bid of the Seller in procurement procedure that was filed with Buyer under number \_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_ 2014., fully complies with the request of the Buyer from the invitation for bid submission and tender documents;
* Buyer, based on the Bid of the Seller, selected the Seller for implementation of procurement and delivery of coal – lignite for needs of the Corporate Enterprise „thermal Power Plants Nikоlа Теslа“ ltd. Оbrеnоvаc (ТЕNТ А and ТЕNТ B) that operate within the system of Electric Power Industry of Serbia

The Contracting Parties acknowledge:

**SUBJECT OF THE CONTRACT**

**Article 2**

Subject of the contract is PROCUREMENT AND DELIVERY OF COAL – LIGNINTE for generation of electricity in thermal power plants for the needs of the Buyer that operates within the system of Electric Power Industry of Serbia, successively, 7 days a week under written order of the Buyer for 5 months in the period from 01.11.2014. until 31.03.2015., by months:

1. November 2014 in the amount of 150,000 t (+/-20%),
2. December 2014 in the amount of 310,000 t (+/-20%),
3. January 2015 in the amount of 310,000 t (+/-20%),
4. February 2015 in the amount of 280,000 t (+/-20%),
5. March 2015 in the amount of 250,000 t (+/-20%),

i.e. daily average of 10.000 t (+/-20%), low heating value of 6900-8600 kJ/kg (hereinafter referred to as: goods), which amounts to 1.560.000 tons with option +20%, in all parts in accordance with the tender documents and accepted Bid of the Seller, that make and integral part of this contract and represent its inseparable part.

The Buyer has the possibility to ask for delivery of higher quantity of coal (up to 500,000 тона) for January, February and March, as well as the possibility to cancel additional deliveries completely or in a part of additional delivery for the same months, by submitting notification to the Bidder/ Seller : by 20.12.2014. for January, by 15.01.2015. for February and by 15.02.2015. for March.

The additional quantity for specific months is:

- January up to 180,000 tons

- February up to 150,000 tons

- March up to 170,000 tons,

which amounts to 500,000 tons.

Total quantity to be procured is 2,060,000 tons.

**The stated quantities are approximate and the Purchaser retains the right not the implement the concluded contract for the total quantity of 2,060,000 t.**

Unloading from wagon in bunkers or at disposal sites of the Purchaser TENT A and TENT B must be performed at the latest within 90 minutes from arrival of the train to the place of unloading.

The Seller shall for the needs of Buyer deliver the contracted goods form paragraph 1 hereof within the contracted deadline and unload in bunker or to disposal sites of the Emloyer TENT A and TENT B in all parts in accordance with the Bid of the Seller number \_\_\_\_\_\_\_\_ dated \_\_\_\_\_2014. And Tender documents for subject procurement that make an integral part of this Contract.

**Article 3**

Qualtiy of goods from Article 2 hereof , »without tolerance« must comply with technical and technological, toxic and other characteristcs, stipulated by legislation of the Republic of Serbia and international regulations and standards applied in production and placement of such type of goods, Technical specification , that as an Annex 2 makes an integral part of this Contract, as well as all other requsts form Tender documents and Bid No. \_\_\_\_ dated \_\_\_\_2014 for procurement no. 4419/2014, that as an Annex 1 makes and integral part of this Contract and purpose for which the Buyer is buying the goods that is the subject of this contract.

The Seller states that:

1. It is fully acquainted with the purpose for which the Buyer is buying the goods that are the subject of this contract and
2. Guarantees that it is in accordance with valid legislation and standards of the Republic of Serbia and international regulations that are determined for its production and placement so that the Buyer for the aspect of efficiency and reliability may use it for the purpose for which it is bought.

**Article 4.**

This contract and its annexes are made in Serbian and English language. In the event of dispute the Serbian version shall prevail.

The laws of the Republic of Serbia shall apply to this contract. In the event of dispute applicable law shall be the law of the Republic of Serbia.

**Article 5**

Unit price of goods from Article 2 hereof shall amount to \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ RSD/EUR per ton VAT excluded (in words: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_). [note: fill in: RSD or EUR]

The Buyer shall pay to the Seller for the total price of 2.060.000,00 t of goods that is the subject of this contract in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_ RSD/EUR VAT excluded. (in words:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

VAT amounts to \_\_% \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ RSD/EUR.

 Total contract value with VAT for 2.060.000,00 t of goods amounts at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ RSD/EUR. [note: fill in: RSD or EUR]

The Seller shall give its price for the goods delivered in bunkers or delivered to disposal sites of Buyer TENT A and TENT B with all costs included.

The Seller shall include in the offered price all costs that include costs of all security measures in accordance with valid regulation for transport of this type of goods (transport and delivery in the safe manners, cost of protection for partial or total loss or or damage to the given conditions of loading, transporting , loading and unloading, ensuring the normal risk of theft, obtaining all necessary permits ) at their own expense , payment of taxes, fees , shipping costs , customs and other duties , as well as to comply with the regulations relating to the protection of environmental and other regulations , and comply with the same at their own expense , in accordance with the agreed point of delivery - unloaded in bunkers or unloaded at the disposal sites of the Purchaser TENT A and TENT B.

In the case of foreign Seller the contracted price shall only not include the costs of import customs clearance.

Unit price for goods from Article 2 hereof is defined by the Tender of the Seller that makes an integral part of this contract (Annex 1)

The price is fixed for the entire contracted period and shall not be subject to any changes.

**Article 6.**

The Buyer shall pay to the Seller advance in the amount of 5% of the contracted value pursuant to Article 5 of this Contract, for the amount of goods of 2.060.000 tons, with value added tax calculated, after the Seller submits an estimate, advance payment bank guarantee and performance bank guarantee.

The rest of the payment for the total value of the delivered amount of goods for seven days, pursuant to Article 5 of this Contract, shall be made on the basis of the invoice value of the goods delivered, at the account of Seller No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with the bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with proportional justification of the advance, within 10 (fifteen) days from the date of receipt of the original invoice with attached Protocols on quantitative and Protocols on qualitative acceptance of the goods supplied.

Invoicing shall be performed weekly, based on a mutually signed protocols on quantitative and qualitative acceptance of goods. The invoice shall be issued no later than 3 days from the day of signing the protocol.

In case of contracting the price in foreign currency (EUR) local supplier shall invoice at the middle exchange rate of NBS on the day of turnover- signing of the protocol, while the payment of it shall be done at the middle exchange rate of NBS on the day of payment.

It is necessary to present the following documents with the invoice:

1. Original commercial invoice for the value of the seven-day amount of goods delivered, certified by the Buyer, with confirmation of acceptance of goods,
2. Packing list in 3 (three) copies,
3. Signed CMR; B/L or CIM (depending on the type of transport), a document of all involved parties (Seller, Forwarder and Byer),
4. Quality Certificate (1 original), issued in accordance with the requirement of the bidding documents, containing technical and elemental analysis as well as the mineral composition of coal;
5. Original Protocol on quantitative acceptance of goods, defined in Article 10 of this Contract, signed by the Buyer and the Seller,
6. Original Protocol on qualitative acceptance of goods, defined in Article 11 of this Contract, signed by the Buyer and the Seller,
7. The Buyer shall submit Protocol on quantitative acceptance of goods to the Seller no later than 3 days from the date of making the said Protocol,
8. The Buyer shall submit Protocol on qualitative acceptance of goods to the Seller no later than 3 days from the date of making the said Protocol.

Bank charges related to payments on the territory of Serbia shall be borne by the Buyer and bank charges outside of Serbia shall be borne by the Seller.

**Article 7**

The Seller shall organize dispatching, transport and delivery of goods, within the limits established by the time schedule, in such a way that the acceptance of goods is entirely done in accordance with the instructions and requirements of the Buyer.

**Article 8**

The Seller shall notify the Buyer and confirm delivery time by e-mail, immediately upon receipt of Buyer's written order/ purchase order sent to an e-mail of the Seller.

Notification from the preceding paragraph contains the following information: Contract number, according to which delivery is made, date of dispatch, name and registration number of the means of transport, quantity, value of shipment and the expected hour of arrival of supplies in storage area.

The Buyer shall, in accordance with the notification of the Seller, organize acceptance of goods on time and determine the quantity and quality of delivery.

All correspondence and delivery of invoices or other payment documents, annexes to the contract, notifications or other documents sent by parties to each other in connection with this Contract shall be sent to the addresses listed below.

For the Buyer: Corporate Enterprise „Thermal Power Plants Nikola Tesla“ ltd.

 11500 Obrenovac, Bogoljuba Uroševića-Crnog 44,

 Republic of Serbia

For: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name, surname and position)

Phone: + 381 11 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ mobile: \_\_\_\_\_\_\_\_\_\_

Fax: + 381 11 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e-mail: \_\_\_\_\_\_\_\_\_\_\_\_@tent.rs

For the Seller: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name, surname and position)

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ mobile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Fax: \_\_\_\_\_\_\_\_\_\_\_\_

e-mail:\_\_\_\_\_\_\_\_\_\_\_\_@.\_\_\_\_. \_\_

**Article 9**

Delivery of goods under Article 2 of this Contract shall be accompanied by the following documents:

* Original invoice for the value of the goods delivered and 3 (three) copies,
* Certificate of analysis and report on coal testing, which shall be issued by an accredited laboratory and contain technical, physical and chemical characteristics with acceptability limits in accordance with technical specification,
* Transport document: rail (CIM) or bill of lading, boat, barge (B/L) – bill of lading or delivery note/CMR, for road transport;
* Certificate of origin of goods.

If the delivery is not accompanied by the documents referred to in paragraph 2 of this Article, the delivery cannot be considered as properly executed.

**Article 10**

The Buyer, to whom the goods are delivered, is obliged to immediately and without delay perform acceptance upon arrival of goods at the place of quantitative acceptance (station Tamnava West Field or Buyer’s warehouse).

The Buyer, to whom the goods are delivered, may postpone quantitative acceptance until the Seller delivers documents that are necessary for this purpose, but it is obliged to warn the Seller to submit those documents to it without delay.

Quantitative acceptance of goods by wagons railway cars, series Fals-z subseries 665 with pneumatic unloading shall be performed by measuring of wagons on railway weigh-bridge at the station Tamnava West Field, with mandatory engagement of an independent accredited institution. The cost of hiring the independent accredited institution shall be borne by the Seller. Attestation for measuring devices cannot be older than three months.

If the transport of goods is organized by water, measurement will be performed upon delivery of goods at the landfills of the Purchaser, by measuring draught of a full and empty boat or by certified truck scales, with mandatory engagement of an independent accredited institution. The cost of hiring the independent accredited institution shall be borne by the Seller. Attestation for measuring devices cannot be older than three months.

Report on goods measurement shall be submitted to the Purchaser by the Seller and it shall be an integral part of the Protocol on quantitative acceptance of goods.

In the protocol from the previous paragraph, name of the Buyer, to whom the goods are delivered, quantity and value of executed delivery at the place of unloading, shall be determined.

If during quantitative acceptance of goods, a defect or deficient amount is discovered, the Buyer shall promptly make an objection to the Seller, and it shall be entered in the Protocol on the quantitative acceptance.

The Seller shall immediately, and no later than the first following delivery, deliver goods to the Buyer, i.e. the quantity that was not delivered or was wrongly delivered or it has gone missing during transport, in conformity with contracted quality and quantity.

In the case of disagreement of signatories of the Protocol, in accordance with the Contract on key elements of delivery, the control of executed delivery shall be performed by ​​a legal entity registered for that in the Republic of Serbia, and it shall make Minutes on it. Seller shall bear the costs of this control if the complaint made by the Buyer is legitimate. If it isn’t legitimate, Buyer shall bear all the costs

**Article 11**

The Buyer shall upon quantitative acceptance, without delay, determine the quality of the delivered goods, by the means of laboratory analysis of each shipment (by wagons or barges), as soon as it is in the ordinary course of events and circumstances possible, but no later than three (3) days from the date of acceptance and make a Protocol on qualitative acceptance of goods.

The method of sampling:

1. For each delivery (one composition or one barge) in accordance with SRPS, the required number of individual samples shall be taken, manually, just before unloading in front of the bunker and coal landfill TENT A and TENT B.

2. Samples package shall be in accordance with SRPS B.H9.003.

3. Samples taken in the manner determined by this standard shall be packed in suitable PVC bags and marked by the number of sample, the number of train / barge which takes that sample, the date and hour of taking, and signed by the representatives of the Seller and the Buyer.

4. In the joint book, signed mutually by sample takers, records on the taken samples with the data identical with the data on the PVC bag shall be kept.

5. Three samples shall be taken, which present representative samples by further processing, from which in a random choice one goes to the laboratory of the Buyer, the second one to the laboratory of the Seller, and the third is kept in the joint cabinet, locked with two keys for the super analysis. Cabinet where the super sample is kept can be unlocked only with the presence of representatives of the Seller and the Buyer.

6. Sample takers of the contracting parties shall each keep their PVC bags with samples in special metal cabinets with the label of Buyer or the Seller and lock them with their keys.

7. Transport of the samples shall be arranged separately, by the Seller and by the Purchaser. Transport of the sample for the Buyer’s laboratory shall be arranged by the Buyer, the first following day until 12:00 hours.

8. Super analysis shall be performed by an independent accredited laboratory in the Republic of Serbia, agreed by both the Seller and the Buyer, and the cost of it shall be borne by the Seller.

The Buyer shall submit to the Seller protocols on quantitative and qualitative acceptance of goods within 3 days from the date of drawing up the above-mentioned protocols.

The Buyer may delay the determination of the quality of delivered goods until the Seller delivers documents that are necessary for this purpose, but it shall warn the Seller to submit them without delay.

If it is determined that the quality of the goods supplied does not match the agreed (low heating value, moisture and ash), the Buyer shall make a written complaint of the quality to the Seller, without delay, and no later than three (3) days from the date on which it found out that quality of the goods supplied does not match the contracted quality.

In case there is a disagreement in the results of chemical analyses of the Seller and the Buyer, the following shall apply:

1. In case that low heating value of the coal supplied is determined to be over 8600 kJ/kg in chemical analyses, the Buyer shall pay to the Seller the amounts supplied at the contract unit price.

2. In case that low heating value of the coal supplied is determined to be below 6900 kJ/kg in chemical analyses, and the difference of the low heating value measured in the laboratories of the Seller and the Buyer is more than 334 kJ / kg, the sample shall be sent for super analysis.

If super analysis confirms that the sample is below 6900 kJ/kg, and the Buyer promptly made a complaint to the Seller about defects identified in the quality of goods, it shall request from the Seller, within the time set in the complaint, to deliver new quantities of goods without defects at the Seller’s expense.

The Seller shall, within three (3) days of receipt of the complaint referred to in paragraph 5 of this Article, notify the Buyer in writing of the outcome of the complaint.

The Buyer is entitled to damages and lost profit. In addition, and independently of it, the Seller is liable to the Buyer for damages that the Buyer, due to defects in the delivered goods, suffered for its other goods according to the general rules of liability for damages.

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**Article 12**

In the event that the Seller does not agree with the performed qualitative acceptance, as well as unacceptance or disputing reclamation of the Buyer, the control of executed goods shall be performed by and independent laboratory, approved by the Seller and the Buyer. The decision of the independent laboratory shall be final.

The decision of the independent laboratory for the control shall not exempt the Seller of its obligations and responsibilities under this Contract in any event.

Costs of control under paragraph 1 of this Article shall be borne by Seller if it is determined that Buyer’s complaint is reasonable. If it is determined that the complaint is ungrounded the Buyer shall bear all costs.

**Article 13**

If the Seller does not fulfill its obligations or does not deliver goods in contracted deadline and contracted dynamics, due to the reasons for which it is responsible, it shall pay contracted penalty, calculated to the value of goods not delivered.

If the Seller does not deliver goods in the deadlines and amounts (daily, weekly monthly), defined by Article 2 hereof, the Buyer shall give the additional deadline of seven days to the Seller for Contrac execution. If the Seller does not perform delivery even in the additional deadline, the Customer is entitled to procure missing quantities from third person with the aim of Contract execution.

In the event of delay of delivery that is longer than 20 days, the Buyer shall collect financial security instrument, is entitled to terminate this Contract unilaterally and to request compensation for damage and lost profit from Seller.

**Article 14**

If the Seller does not execute this Contract or does not fulfill the instructions of the Buyer or if it does not perform it tasks in a good quality or within the deadline, or, despite of written warning of the Buyer, is in breach with the provisions of the Contract, the Buyer is entitled to state the breach of Contract provisions and submit a written warning to the Buyer on the topic.

If the Seller does not undertake measures for execution of this Contract, which are required from it, within 8 (eight) days upon the receipt of this written warning, the Buyer may unilaterarlly terminate this Contract within 5 (five) days according to the rules on Contract termination due to the non-fulfilment.

In the event of termination of this contract, in terms of this Article, contracting parties shall settle their liabilities incurred by the date of termination.

If Contract termination was caused by one contracting party, the other party is entitled to compensation and lost profit according to the general rules of the law of obligations.

**Article 15**

If there is a deviation of the expected delivery compared than confirmed places of loading, Buyer shall do everything to accept the delay of time of arrival, in such a way not to jeopardize the priority transport of col from MB Kolubara.

**Article 16**

Prior to delivering goods to the Buyer in bunkers or landfills of the Buyer TENT A and TENT B, the risk over goods shall be borne by the Seller, and upon delivery the risk is transferred to the Buyer.

Risk and ownership over goods are transferred from Seller to Buyer upon the acceptance of goods when Seller ceases to be responsible.

**Article 17**

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Seller shall be responsible if the sold goods from Article 2 hereof involve the right of a third party, which excludes, reduces or limits the right of the Buyer, and the Buyer has not been informed about the existence of such right, nor has agreed to take the goods burdened by such right.

When it turns out that a third party reserves a right to the sold goods, the Buyer shall inform the Seller about this and ask him to deliver goods free of third party rights or claims at reasonable time.

If the Seller fails to comply with the request of the Buyer, this Contract shall terminate at the Sellers expense.

**Article 18**

Force Majeure means any event that frees from the responsibility for carrying out all or some contractual obligations and for indemnification for partial or total non-performance of contractual obligations for such contractual party that was affected by force majeure, or both contracting parties when they are both affected by the Force Majeure, and the performance of obligations prevented by Force Majeure shall be suspended during the period of Force Majeure

Contracting party whose performance of contractual obligations has been prevented due to force majeure shall immediately, without delay, and not later than 48 (forty eight) hours from the time of occurrence of a force majeure event, notify the other party in writing about the occurrence of force majeure and the estimated or expected duration, including submitting the proof of the force majeure event occurrence.

During the period of force majeure, each contracting party shall bear its own costs and no cost or loss of one and/or both contracting parties incurred during the period of force majeure or with reference to force majeure is considered as damage that the other party is obliged to indemnify, neither during the period of force majeure nor upon its termination.

If force majeure lasts longer than 30 (thirty) calendar days, contracting parties shall agree on further actions on carrying out the provisions hereof – fulfillment delay and shall sign an annex to this Contract with reference to that, or negotiate the termination of this Contract, provided that in the case of termination based on this ground - neither party is entitled to any indemnification.

**Article 19**

The Seller shall at the time of signing, as urged condition of Art. 74. par. 2. of the Law of Obligations (“Off. Gazette of SFRY no. 29/78, 39/85 , 57/89 and “Off. Gazette of FRY” no. 31/93), no later than 15 (fifteenten) days from the date of Contract signing submit to Buyer the performance bank guarantee, unconditional, payable on first demand, without the right to object, with the indicated amount of 2% of the contract value excluding VAT, with a validity period 30 days longer than the date set for the final execution of works, submitted under the request in accordance with the Bidding documents.

If, during the validity period of the contract, deadlines for implementation of contractual obligations change, the validity of performance bank guarantee for the work execution shall be extended.

Funds from the performance bank guarantee shall be paid to the Buyer as the compensation for any loss incurred as a result of the inability of the Seller to fulfill its contractual obligations under this Contract

Performance bank guarantee is an integral part of this Contract, as the Attachment 5 hereof.

Performance bank guarantee shall be automatically revolved for each used amount up to date of signing of the Statement on fulfillment of all conditions of the Seller pursuant to this Contract.

Statement from the paragraph above shall be signed by the authorized representative of the Seller and the Buyer.

Buyer shall return the performance guarantee to the Seller within 10 (ten) days from the date of guarantee validity expiry.

The contracting parties agree that the Purchaser may, without any prior consent of the Seller, issue for payment the means of financial security referred to in paragraph 1 hereof, in case of the Seller’s failure to perform obligations during the term of this contract.

The Seller shall at the time of signing, as urged condition of Art. 74. par. 2 of the Law of Obligations (“Off. Gazette of SFRY no. 29/78, 39/85, 57/89 and “Off. Gazette of FRY” no. 31/93), no later than 15 (fifteen) days from the date of Contract signing submit to Buyer the advance payment bank guarantee, unconditional, payable on first demand, without the right to object, with the indicated amount of 5% of the contract value under Article 5 of the Contract, for the amount of 2.060.000 tons of goods with VAT and which shall last until the justification of advance, at least.

If the Seller fails to comply as specified in the preceding paragraph, the Buyer shall realize advance payment bank guarantee in the amount of unjustified part of advance.

**Article 20.**

The Buyer shall submit the bank guarantee for timely payment to the Seller, prior to delivery of goods based on securing due payments.

Within 30 days from the date of conclusion of the contract based on securing due payments, he Buyer shall submit to the Seller the irrevocable, unconditional, (without the right to object) and payable at first demand bank guarantee for timely payment in the amount of 1.000.000 EUR with a validity period of 30 (thirty) days longer than the date set for the final execution of works. Documents for payment in accordance with the guarantee are: invoice-s and confirmation on receipt of documentation (transport document) for payment by the Buyer.

The contracting parties agree that the Seller may, without any prior consent of the Buyer, issue for payment the means of financial security referred to in paragraph 1 hereof, in case of the Seller’s failure to perform obligations during the term of this contract.

**Article 21.**

Amendments to this Contract can only be made in written form. Only amendments made and mutually agreed by the Seller and Buyer shall be final and binding upon the Contract signatories

**Article 22.**

This Contract and related correspondence shall be in Serbian and / or English.

**Article 23**

The contracting parties agree that all disputes shall be resolved amicably, otherwise the matter falls under jurisdiction of the competent court in Belgrade (Foreign Trade Court of Arbitration at the Serbian Chamber of Commerce, along with its application of its the Rulebook *[ note: the final text of the Contract depends on whether the Seller is domestic or foreign. ] )*

In case of dispute, the substantive and the civil procedure law of the Republic of Serbia shall apply, and the proceedings shall be in Serbian language.

***Article 24.***

For the execution of this procurement, in accordance with the Contract on joint business and technical cooperation, included as an Attachment 8 hereof, The Seller shall hire following subcontractor/s:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Seller shall be fully responsible for the execution of contracted procurement to the Buyer. *[Note : to be specified in the text of the Contract in case of bid selection with the subcontractor ]*

**Article 25.**

The Seller shall execute this purchase together within a group of bidders, in accordance with the Act - the Contract on joint execution of procurement set forth as an Attachment 8 hereof, with the members of bidders:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Members of the group shall have unlimited joint liability towards the Buyer.

*[Note: to be specified in the text of the Contract in case of joint bid]*

**.**

**Article 26**

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In case of inconsistency between provisions of this Contract, the text of the Bidding Documents and Bid, provisions of this Contract shall apply in the first place, then the Bidding Documents, and then the Bid.

**Article 27.**

The corresponding provisions of the Law of Obligations (“Off. Gazette of SFRY” no. 29/78, 39/85 , 57/89 and “Off. Gazette of FRY” no. 31/93) and other laws, by-laws, standards and technical regulations of the Republic of Serbia shall apply to relations between contracting parties which are not stipulated under this Contract - applicable with respect to the scope of this Contract.

**Article 28.**

This Contract shall be deemed concluded when signed by the parties. It shall become effective upon submission of performance bank guarantee and shall be valid for 6 months.

**Article 29.**

Neither party shall be entitled to transfer its rights and obligations defined under this Contract to any third party without the prior written consent of the other party.

All amendments to this Contract are valid only if made ​​in written form, signed by both parties, and if they are in accordance with the regulations of the Republic of Serbia applicable with regard to the scope of work of the Contract.

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In case of status changes between the parties, their legal successors shall continue the execution of the Contract

In case of a legal entity liquidation of any party under this Contract, all rights and obligations shall be transferred to the corresponding successor.

Upon signing of this Contract, all prior agreements and communications between the parties relating to this Contract shall become invalid.

**OCCUPATIONAL HEALTH AND SAFETY**

Article 30

The Seller shall perform all works in order to implement this Contract in compliance with the regulations and ratified international conventions on occupational health and safety in the Republic of Serbia. The Seller shall also respect the acts passed by the Buyer, i.e. Contractual Parties conclude from the field of occupational health and safety in accordance with the regulations, in order to implement this Contract.

The Seller shall be responsible for undertaking all measures of occupational health and safety which, starting from the specificity of the work that is the subject of this Contract, work technology and experience gained, shall be implemented in order to protect employees with the Contractor, third parties and property.

In casy of any breach of the obligation specified in paragraph 1 and 2 of this Article, the Buyer may terminate this Contract.

Article 31

Rights and obligations of the Contracting Parties regarding the occupational health and safety are defined in the Attachment of Occupational health and safety, which is an integral paret of this Contract.

Article 32

            Seller is obliged to compensate damage to the Purchaser and / or its employees, caused due to non-compliance with prescribed measures of occuaptional health and safety, by the Contractor, i.e. its employees, as well as other persons hired by the Seller, in order to perform works being the subject of this contract.

            Damage, in terms of par. 1. of this Art, means non-material damage caused due to death or injury of an employee with the Buyer, damage caused to the property of the Buyer, as well as all other costs and fees incurred by the Buyer in order to remove consequences of damage.

Article 33

            Seller shall, in accordance with law, suspend all operations at the workplace, if the work prohibition at the workplace or prohibition of the use of means of work, has been issued by the person designated, in accordance with regulations, ​​by the Buyer to enforce control over the application of preventive measures for safe and healthy work, until its remarks in connection with violation of health and safety at work, are eliminated.

            Seller is not entitled to reimbursement of expenses incurred due to reasonable suspension of operations as defined in paragraph 1 of this Article, nor can he extend the deadline for the execution of works because jobs are suspended by a person designated, in accordance with regulations, ​​by the Buyer, for the implementation of control of implementation of preventive measures for safe and healthy work.

**Article 34**

Integral parts of this Contract are:

Attachment 1: Bid from ------------

Attachment 2: Technical specification and coal specification

Attachment 3: Delivery notice

Attachment 4: Protocol on quantitative acceptance and Protocol on qualitative acceptance

Attachment 5: Performance bank guarantee

Attachment 6: Advance payment bank guarantee

Attachment 7: Payment guarantee

Attachment 8: Contract on joint execution of procurement/Contract on business and technical cooperation (in case of joint bid)

Attachment 9: Purchase Order

Attachment 10: Occupational health and safety

**Article 35**

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This contract is concluded in 6 (six) identical copies, out of which 3 (three) are submitted to each party.

|  |  |
| --- | --- |
| **BUYER**THERMAL POWER PLANTS NIKOLA TESLA d.o.o Obrenovac**............................................................**Čеdоmir PоnоćkоDirector | **SELLER**................................................. |
| **COUNTER SIGNATORY**Public enterprise Electric Power Industry of Serbia, Belgrade**............................................****Аlеksаndаr Оbrаdоvić**General Manager |  |

 **Attachment 2**

In accordance with Article 3 of the Contract no. .............. date .............

Seller: „ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_“,

Buyer: Corporate Enterprise „Thermal power plants Nikola Tesla“ ltd. Obrenovac

Delivery subject: Coal-lignite for delivery to the landfills TENT A and TENT B

**TECHNICAL SPECIFICATION OF LIGNITE**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. | Humidity:   | % | Up to 50  |
| 2. | Ash:    | % |  Up to 22  |
| 3. | Lower calorific value:  | kJ/kg | 6900-8600 |
| 4. | Carbon  | % | max. 25,00 |
| 5. | Hydrogen  | % | max. 2,40 |
| 6 | Sulphur  | % | Max. 1,00 |
| 7 | Specific weight  | t/m3 | max. 0,90 |
| 8. | Granularity | mm | Up to 40\* |
| 9. | Xylitol content  | % | Less than 15 |
| 10.  | Grindability index | % | Up to 42 |
| 11. | Sintering temperature | oC | from 900 to 1.080 |
| 12. | Smearing temperature | oC | from 1.315 to 1.400 |

\* Crushed coal of nominal granularity up to 40 mm (min 85% of contracted delivered quantity) and from 40 to 60 mm (max 15% of contracted and delivered quantity). Maximum dust content is up to 5% of the mass.

**During bid assessment, Purchaser may accept also higher/lower values than those given in the table, and based on the received attest, manufacturer’s specification or report on coal issued by the accredited laboratory which include technical, physical and chemical characteristics with limitations on acceptability if it determines that the offered coal shall not endanger stable and safe operation of thermal power plant**

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

L.S. Signature of the Seller

**Attachment 3**

**DELIVERY NOTICE**

In accordance with Article 7 of the Contract number \_\_\_\_\_\_\_\_\_\_\_\_ date\_\_\_\_\_\_\_\_\_ , we would like to inform you on the following delivery.

* Type of goods \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Date of transportation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Means of transport \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Register number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Ton weight \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Date of arrival \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Place of storaging \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

L.S.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of the Seller

**Attachment 4А**

**PROTOCOL ON QUANTITATIVE ACCEPTANCE**

In accordance with Article 10 of the Contract no. .............. date .............

Seller: „ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_“,

Buyer: Corporate Enterprise “Thermal Power Plants Nikola Tesla” ltd.Obrenovac

Quantities of delivered goods to the landfills of TENT A and TENT B are defined as follows:

Delivered coal - lignite

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| No. | Subject matter | Account no. / date | Means of transport | Quantity (tons) | Transportation document no./date | Note: |
| 1 |  |  |  |  |  |  |

Date: …………….

Seller:

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

(Signature of the authorized person of Seller)

Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of the authorized person of Buyer)

**Attachment 4B**

**PROTOCOL ON QUALITATIVE ACCEPTANCE**

In accordance with Article 11 of the Contract no. .............. date .............

Seller: „ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_“,

Buyer: Corporate Enterprise “Thermal Power Plants Nikola Tesla” ltd.Obrenovac

Quantities of delivered goods to the landfills of TENT A and TENT B are defined as follows:

Delivered coal - lignite

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| No. | Subject matter | Account no. / date | Means of transport | Lower calorific power (kJ/kg) | Unit price(RSD/EURton) | Transportation document no../date | Note |
| 1 |  |  |  |  |  |  |  |

 Date: ..........................

Seller:

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

(Signature of the authorized person of Seller)

Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of the authorized person of Buyer)

**Attachment 5**

**PERFORMANCE BOND**

 ***(name of the bank, address of the division of the guarantor, or the branch)***

PRINCIPAL: (address)

BENEFICIARY:

Corporate Enterprise “Thermal Power Plants Nikola Tesla” ltd. Bogoljuba Uroševića Crnog 44, 11500 Obrenovac

Registration number: 07802161

TIN: 101217456

**PERFORMANCE BOND NO....**

We are informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as «Principal») and Company Thermal Power Plants Nikola Tesla d.o.o. Bogoljuba Uroševića Crnog 44, 11500 Obrenovac (hereinafter referred to as: Beneficiary) concluded Contract no. ...........dated ...........( hereinafter referred to as: Contract) for ........................................... /description of work / and according to the conditions from the Contract, performance bond should be submitted by the Principal to the amount of .............................../amount in figures / /which makes ...2..........% /.....percent/ of total value of the Contract.

In accordance with the above stated we, ......................../bank name and address/ hereby, irrevocably and undconditionally gurantee that we shall, at your first demand, waiving all rights to the objection and plea and despite the protest of the Principal pay each amount or amounts, which does not exceed the amount(s) of

.................................................../in figures/

(in letters: ............................................................)

Upon the receipt of your first written request for payment and your written statement in which it is stated: that the Principal breached its obligation(s) under Contract, and the type of breach.

For the purpose of identification, your demand for payment has to be submitted through your bank, which will confirm that the signatures on the demand for payment are genuine and legally binding for your company (institution).

Your payment demand shall also be accepted if it is submitted by coded SWIFT message through your bank which confirms that your demand for payment has been forwarded to us by registered mail and that the signatures on such demand for payment are genuine and legally binding for your company (institution).

This guarantee is valid at the latest until.................................... According to that, we have to receive each demand for payment until that date at the latest, or before that date.

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

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

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

 **Attachment 6**

**ADVANCED PAYMENT GUARANTEE**

***(name of the bank, address of the division of the guarantor, or the branch)***

for: Public Enterprise Electric Power Industry of Serbia, Belgrade

Corporate Enterprise “Thermal Power Plants Nikola Tesla” ltd

Bogoljuba Uroševića Crnog 44, 11500 Obrenovac

**ADVANCED PAYMENT GUARANTEE NO.................**

According to our findings you concluded Contract no. ............... dated ......(hereinafter refered to as: Contract) with ................................................................./company name and address/ (hereinafter refered to as: Supplier) for ................................ (description of work ) and according to the terms of Contract advance payment in the amount of ................./in figures/, which makes ...................% /.............percent/ of Contract value, should be made in favour of Supplier, along with the submission of advance payment guarantee in the same amount.

In accordance with the above stated we, ......................../bank name and address/ hereby, irrevocably and undconditionally gurantee that we shall, at your first demand, waiving all rights to the objection and plea and despite the protest of the Supplier pay each amount or amounts, which does not exceed the amount(s) of

.................................................../in figures/

(in letters: ............................................................)

Upon the receipt of your first written request for payment and your written statement in which it is stated: that the Supplier breached its obligation(s) under Contract, and the type of breach.

For the purpose of identification, your demand for payment has to be submitted through your bank, which will confirm that the signatures on the demand for payment are genuine and legally binding for your company (institution).

Your payment demand shall also be accepted if it is submitted by coded SWIFT message through your bank which confirms that your demand for payment has been forwarded to us by registered mail and that the signatures on such demand for payment are genuine and legally binding for your company (institution).

The condition for each demand and payment under this guarantee is that the advance which is stated above received to the account of Supplier no.....................................at (bank name and address)

This guarantee is valid at the latest until.................................... According to that, we have to receive each demand for payment until that date at the latest, or before that date.

This guarantee is issued to you personally and cannot be assigned or transferred.

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

Signature

 **Attachment 7:**

PAYMENT GUARANTEE

(letterhead of commercial bank)

Name of the Bank Guarantor:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the Bank Guarantor:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TIN:

Registration number:

PRINCIPAL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Corporate Enterprise “Thermal Power Plants Nikola Tesla” ltd.Obrenovac

Bogoljuba Uroševića Crnog 44, 11500 Obrenovac

BENEFICIARY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Beneficiary: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TIN:

Registration number:

DATE [ ]

PAYMENT GUARANTEE NO. XXXXXXX

We have been informed that Corporate Enterprise “Thermal Power Plants Nikola Tesla” ltd. Bogoljuba Uroševića Crnog 44, 11500 Obrenovac (hereinafter referred to as:

Principal), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as: Beneficiary) have concluded Sale and Purchase Agreement No.\_\_\_\_ dated\_\_\_\_\_\_\_\_\_\_\_( hereinafter referred to as: the Contract)

In accordance with the conditions from the above mentioned Contract, Principal has the obligation to submit to the Beneficiary the guarantee for timely payment in the amount of

EUR 1,000,000.00 (in words: one million EUR) that guarantees timely performance of contractual obligation.

In accordance with the aforementioned contract the Principal shall, within 30 days of the date of conclusion of the contract, for guarantee for timely payment , submit to Beneficiary an irrevocable, unconditional (no objection) and payable on first demand bank guarantee in the amount of 1,000,000 EUR with validity date that is thirty (30) days longer than the deadline for the final execution of work. Documents for payment under the guarantee are: Invoice/s and confirmation/s of receipt of documents (transport document) for collection by the Buyer .

At the request of the Principal, we \_\_\_\_\_\_\_\_\_\_\_\_\_(Bank Guarantor), hereby unconditionally and irrevocably undertake to pay, without the right of objectionat your first demand, amount or amounts that do not exceed the total amount of

EUR\_\_\_1,000,000.00

(in words:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EUR)

upon receipt of first demand in writing and your written confirmation by which you declare that:

1. You have delivered to the Principal \_\_\_\_\_\_\_\_\_\_\_\_ in accordance with the contract and that
2. The Principal did not execute payment within the contracted deadline.

This guarantee is valid at the latest until \_\_\_\_\_\_\_ and each written First demand has to be delivered to the above mentioned address of the Bank Guarantor on that date.

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

In case of dispute arising from this Guarantee, competence of Court in Belgrade shall be determined and application of Substantive Law of the Republic of Serbia

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

Signature (-s)

Attachment 8

Contract on joint execution of procurement / Contract on business and technical cooperation.

 (submitted with the bid if the bid is submitted by several bidders in the joint bid)

Attachment 9

 **PE ELECTRIC POWER INDUSTRY OF SERBIA**

 **“THERMAL POWER PLANTS NIKOLA TESLA” ltd**.

 Phone: +381 11 205 45 00

 **Commercial and analytics department**:

 +38111 8754 – 941

 Phone =381 11 9754 979

 Place\_\_\_\_\_\_\_20\_\_\_\_\_\_\_

Purchaser’s information:

TPP “Nikola Tesla” Obrenovac

PO Box- 25 account 205-13550-81

Register no.7802161 PIB:101217456

Activity Code: 3511

OPH

No. and date of NN/ZSU:\_\_\_\_\_\_\_

Based on your accepted bid no.\_\_\_\_\_dated\_\_\_\_\_\_we herby submit:

 **PURCHASE ORDER No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Name of goods/services | Unit of measure | Quantity | Price per unit of measure | Value |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  | TOTAL VALUEVATTOTAL AMAUNT FOR PAYMENT |  |
|  |  |  |  |
|  |  |  |  |

Deadline and mode of payment:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place of delivery/execution:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deadline of delivery/execution:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Warranty period:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTE: Please refer to the purchase order number at the dispatch note and invoice. On the contrary, it shall be returned.

 Made by: Controlled by: Approved by:

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

**Attachment 10**

**Occupational health and safety**

 Buyer and Seller mutually agree on their commitment to implement goals in terms of occupational health and safety of their employees and other individuals involved in implementation of the Contract, as well as all other persons whose health and safety can be affected by activities that are subject of the Contract.

Buyer emphasizes and points out:

 1. That the Buyer’s business policy is implementation and improvement of health and safety at work of employees and all other persons involved in the work process of the Buyer, as well as persons who find themselves in the working environment, in order to prevent injuries at work and occupational diseases, as well as provide consistent enforcement of Occupational health and safety Law and other regulations and special acts of the Buyer, which regulate this matter.

 2. That the Buyer requests the Seller to, during provision of services / execution of works that are the subject of this contract, consistently adhere to Buyer’s business policy related to the implementation and improvement of health and safety at work of employees and all other persons involved in the work processes of the Buyer, as well as persons who find themselves in the working environment, in order to prevent injuries and occupational diseases, as well as provide consistent enforcement of Occupational health and safety Law and other regulations and special acts of the Buyer, which regulate this matter, all in order to eliminate or reduce to the lowest possible level the risk of occurrence of work-related injuries or occupational diseases.

 3. That the Seller accepts Purchaser’s requests stated in item 2. of this paragraph.

**SUBJECT**

Item 1.

 The subject of this Attachment is defining of Buyer's rights and the rights and obligations of the Seller, and its employees and other persons engaged in the provision of services / execution of works to be undertaken within implementation of the Contract, in respect of occupational health and safety (hereinafter: OHS).

Item 2.

 Seller, its employees and all other persons engaged, are obliged to act in all in accordance with the Law on occupational health and safety and other applicable regulations in the Republic of Serbia from the field of OHS, and internal acts of the Customer, during preparations for the provision of services / execution of works, to be undertaken within implementation of the Contract, during performance of it, as well as during removal of defects within the warranty period,.

Item 3.

Seller is obliged to provide work in workplaces where the measures for a safe and healthy work have been applied, i.e. to ensure that the work process, working environment, tools and resources and personal protective equipment at work are adjusted and secured so as not to endanger health and safety of the employees and all other persons engaged for the works execution to be undertaken within implementation of the Contract, neighboring buildings, pedestrians or traffic participants.

Item 4.

Seller is obliged to inform employees and other persons engaged in the provision of services / execution of works, to be undertaken within implementation of the Contract, on the obligations given under this Attachment.

Item 5.

Seller, its employees and all other persons engaged, are obliged to adhere to all rules , internal standards, procedures, guidelines and instructions of OHS applicable by the Buyer, and in particular are required to adhere to the following rules in preparation for the provision of services / execution of works to be undertaken within implementation of the Contract, during performance of it, as well as during removal of defects within the warranty period:

1. Avoiding of application and/ or obstructing the implementation of OHS measures is prohibited;

2. Complying with the rules of the use of funds and equipment for personal protection at work is mandatory;

3. Buyer’s procedures for the implementation of control of access and work licenses have to be complied with at all times;

4. procedures for the isolation and locking of energy sources and working fluids have to be complied with at all times;

5. entering, staying or working on the territory and in the premises of the Buyer, under the influence of alcohol or other psychoactive substances is strictly forbidden;

6. bringing in the weapons inside the location of the Buyer, as well as unauthorized taking of photographs is forbidden;

7. compliance with the rules and signalisation of traffic safety is mandatory.

Item 6.

Seller is solely responsible for health and safety of its employees and all other persons engaged in the provision of services / execution of works to be undertaken within implementation of the Contract.

In the case of non-compliance with the rules of OHS, the Buyer shall have no liability nor have to pay any fees / charges to the Seller in terms of occupational injuries or damage of means of work .

Item 7.

Seller shall, at his own expense, provide a skilled workforce for which there is an evidence of compulsory medical examinations conducted and completed trainings in accordance with the applicable regulations governing OHS in Serbia, and that will be equipped with the appropriate tools and equipment for personal protection at work for providing services / execution of works to be undertaken within implementation of the Contract,, all in accordance with the regulations in the field of OHS, i.e. internal documents of the Purchaser.

Item 8.

Seller shall, at its own expense, provide all necessary inspections and tests, i.e. expert findings, reports, attestations and authorizations for means of work, which will be used to provide services / execute works to be undertaken within implementation of the Contract, in accordance with regulations in the field of OSH, as well as all other applicable regulations and applicable standards in the Republic of Serbia, i.e. internal acts of the Buyer.

If the Buyer finds that means of work don’t have necessary expert's findings and / or reports and / or atestations and / or permits on performed inspections and tests, bringing them to the location of the Buyer shall not be permitted.

Item 9.

 Seller is obliged to submit to the Purchaser the following, no later than three days prior to the commencement date of works:

 1. list of persons with their own hand signed statements, proving that they have been familiarized with the obligations in accordance with item 4 of this Attachment,

 2. list of means of work which will be used for execution of works and

 3. information about the person in charge of occupational health and safety, by the Seller.

Item 10.

 Buyer has the right to control application of preventive measures for a safe and healthy work, during execution of works / provision of services that will be undertaken within implementation of the Contract.

 Seller is obliged to enable implementation of control of application of preventive measures for safe and healthy work to the person assigned by the Buyer, in accordance with regulations.

 In the case of imminent danger to life and health of employees and / or others, that occurred as a result of execution of the Contract, the Buyer has the right to order stopping of further works / provision of services, until noticed deficiencies are removed, and it shall immediately notify the Seller and the relevant inspection service about that.

 Seller is obliged to comply with the order given by the Purchaser, under paragraph 3 if this item.

Item 11.

Contracting Parties shall, in the event that during the implementation of the Contract they share workspace, cooperate in the implementation of prescribed measures for health and safety of employees.

Contracting Parties shall, in the case referred to in paragraph 1 hereof, taking into account the nature of works they perform, coordinate activities related to the implementation of measures for elimination of risks of injury, i.e. damage of the health of employees, as well as inform each other and their employees and / or representatives of employees, of these risks and measures for their elimination.

Manner of achieving cooperation from par. 1 and 2 hereof, shall be determined by written agreement.

By the agreement referred to in paragraph 3 hereof, a person, from the ranks of the Purchaser, shall be appointed to coordinate the implementation of common measures ensuring health and safety of all employees.

Item 12.

 Seller shall timely inform the Buyer of all events in the field of OHS incurred during execution of works / provision of services that will be undertaken within implementation of the Contract, and in particular of all incidents and accidents.

 Seller shall deliver to the Buyer a copy of the Report on work injury issued for each of its employee who was injured during execution of works / providing of service undertaken within implementation of the Contract, within 24 hours from making the Report on the work injury.