



**Subject: Amendments to Tender Documents number 1** in accordance with Article 63 paragraph 1 of Public Procurement Law ("Official Gazette of the Republic of Serbia" number 124/12) in an open public procurement procedure for the procurement of consulting services "Stakeholder Engagement Strategy", number 82/13/DEFP, for which Invitation to tender was published on Public Procurement Portal on 15.11.2013.

Tender Documents in open public procurement procedure number 82/12/DEFP is amended as follows:

**1. In Section 3. of Tender Documents, item 3.9 Payment Method And Conditions is amended in paragraph 1 item B) as follows:**

**“B) if advance payment is required**

- *Maximum amount of the advance payment up to 10% (ten percent) – if advance payment is required,*
- *80 to 90% (eighty to ninety percent) – depending on the amount of required advance payment, based on the approved and accepted monthly reports,*
- *10% (ten percent) - after the completion of the work based on the approved and accepted Final Report.”*

**2. In Section 3 of Tender Documents, item 3.9 Payment Method And Conditions is amended in paragraphs 5 and 6 as follows:**

*Calculation and payment of services shall be performed by the Employer by means of a dinar/foreign currency bank order to domestic/foreign Tenderer within 30 days as of invoice endorsement for each accepted and endorsed monthly report by the authorized representative of the Employer. Monthly report contains review of activities during the given month, framework overview for the remaining activities for the remainder of the contract and detailed overview of staff engagement by man-day and price of man-day.*

*The final payment shall be executed 45 days at the latest after the date of invoice endorsement for accepted and endorsed Final Report by the authorized representative of the Employer.*

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

**ARTICLE 5**

*Service Provider shall submit monthly report to the Employer by the tenth day of the month, for the previous month.*

*The Employer shall have the right to submit remarks to monthly report in written form within seven days from the day of its receipt to the Service Provider or accept submitted monthly report in written form.*

*Service Provider shall submit invoice to the Employer for the part of service executed upon accepted monthly report within three days from the day of receipt of approval by the Employer in written form.*

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

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

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

*Upon implementation of all activities defined in Annex 2 hereof Service Provider shall submit Final report to the Employer.*

*The Employer shall have the right to submit remarks to Final Report describing the implementation of all activities stipulated under Annex 2 hereof in written form within seven days from the day of its receipt to the Service Provider or accept submitted Final report in written form.*

*Service Provider shall submit invoice to the Employer upon accepted Final Report within three days from the day of receipt of approval by the Employer in written form.*

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

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

*The Employer shall pay to the Service Provider the price for the consultancy services stipulated under Article 2 hereof within deadlines specified in Article 5 hereof as follows:*

- **Maximum up to 90% (ninety percent)** of the total consultancy services value stipulated under Article 2 hereof, based on monthly invoices issued based on the approved and accepted monthly reports,

- **Minimum 10% (ten percent)** of the total consultancy service value stipulated under Article 2 hereof, based on the invoice issued based on the approved and accepted e Final Report describing the implementation of all activities established in Annex 2 hereof.

**Alternative if the Tenderer requires an advance payment:**

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

- \_\_\_% against interest-free advance payment (in the amount of maximum 10% i.e. minimum 1%), within 10 days from the submission of advance payment guarantee to the Employer.
- **Minimum 80 i.e. maximum 89%** (depending on the level of advance payment), of the total value of consulting services stipulated under Article 2 hereof, based on monthly invoices issued according to approved and accepted monthly reports.
- **Minimum 10% (ten percent)** of the total value of consulting services stipulated under Article 2 hereof, based on the invoice issued according to approved and accepted Final Report describing the implementation of all activities established in Annex 2 hereof.

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

**PUBLIC PROCUREMENT COMMITTEE 82/13/DEFP**



Attachment:

- Amendments to Tender Documents number 1 in English language

Copy:

- Archive
- Public Procurement Committee

**MODEL CONTRACT**

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

**CONTRACTING PARTIES:**

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

and

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

(hereinafter jointly referred to as: Contracting Parties)

Signed in Belgrade on \_\_\_\_\_, 2014 the following:

**CONSULTANCY SERVICES CONTRACT****WHEREAS :**

- The Employer published a Procurement Notice for the consultancy services procurement procedure 'Stakeholder Engagement Strategy' on Public Procurement Portal on \_\_\_\_\_ and website of the Employer;
- The Employer executed an open public procurement procedure, pursuant to Article 32 of the Public Procurement Law, to procure the services under a public procurement No. 82/13/DEFP;
- The invitation regarding the subject public procurement was published on Public Procurement Portal on \_\_\_\_\_ as well as on the Portal of Official Gazette of the Republic of Serbia and regulations database and website of the Employer;
- The Service Provider's tender under an open procedure that is filed in PE EPS under No. \_\_\_\_\_ dated \_\_\_\_\_ 2013 fully corresponds to the Employer's requirements stated under the invitation and the Tender documents;
- The Employer has on the basis of the Service Provider's tender and the Decision of Selection of the most eligible tender, selected the Service Provider to implement the following consultancy services: 'Stakeholder Engagement Strategy';

**ARTICLE 1**

The Service Provider shall for the needs of the Employer perform the consultancy service 'Stakeholder Engagement Strategy' according to the type, description and specification of activities indicated in detail under Annex 2, constituting an integral part of this Contract, while the Employer shall pay the agreed price for the services executed to the Service Provider.

#### ARTICLE 2

Total value of consultancy services stipulated under Article 1 hereof amounts to \_\_\_\_\_ (in \_\_\_\_\_ letters: \_\_\_\_\_) \_\_\_\_\_ (RSD/EUR)

VAT is not included in price referred to in paragraph 1 hereof.

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

#### ARTICLE 3

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

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

#### ARTICLE 4

Addresses of Contracting Parties are as follows:

The Employer: **Javno preduzeće 'Elektroprivreda Srbije'**

Address: Carice Milice 2  
11000 Belgrade

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

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

*[note: in the event of joint Tender, leader and members are stated here]*

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

*[note in the event of the Tender with subcontractor, subcontractor is stated here]*

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

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

#### ARTICLE 5

Service Provider shall submit monthly report to the Employer by the tenth day of the month, for the previous month.

The Employer shall have the right to submit remarks to monthly report in written form within seven days from the day of its receipt to the Service Provider or accept submitted monthly report in written form.

Service Provider shall submit invoice to the Employer for the part of service executed upon accepted monthly report within three days from the day of receipt of approval by the Employer in written form.

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

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

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

Upon implementation of all activities defined in Annex 2 hereof Service Provider shall submit Final report to the Employer.

The Employer shall have the right to submit remarks to Final Report describing the implementation of all activities stipulated under Annex 2 hereof in written form within seven days from the day of its receipt to the Service Provider or accept submitted Final report in written form.

Service Provider shall submit invoice to the Employer upon accepted Final Report within three days from the day of receipt of approval by the Employer in written form.

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

## ARTICLE 6

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

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

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

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

*The Employer shall pay to the Service Provider the price for the consultancy services stipulated under Article 2 hereof within deadlines specified in Article 5 hereof as follows:*

- **Maximum up to 90% (ninety percent)** of the total consultancy services value stipulated under Article 2 hereof, based on monthly invoices issued based on the approved and accepted monthly reports,
- **Minimum 10% (ten percent)** of the total consultancy service value stipulated under Article 2 hereof, based on the invoice issued based on the approved and accepted e Final Report describing the implementation of all activities established in Annex 2 hereof.

### **Alternative if the Tenderer requires an advance payment:**

*The Employer shall pay to the Service Provider the price for the consultancy services stipulated under Article 2 hereof within deadlines specified in Article 5 hereof as follows:*

- \_\_\_% against interest-free advance payment (in the amount of maximum 10% i.e. minimum 1%), within 10 days from the submission of advance payment guarantee to the Employer.
- **Minimum 80 i.e. maximum 89%** (depending on the level of advance payment), of the total value of consulting services stipulated under Article 2 hereof, based on monthly invoices issued according to approved and accepted monthly reports
- **Minimum 10% (ten percent)** of the total value of consulting services stipulated under Article 2 hereof, based on the invoice issued according to approved and accepted Final Report describing the implementation of all activities established in Annex 2 hereof.

*The Service Provider shall submit, at the moment of contract signing, the advance payment guarantee, irrevocable, unconditional (with no objection) and payable upon first demand, against the amount of \_\_\_\_\_ (RSD/EUR), in the name of advance payment, with the validity period 30 days longer than the date of the approval of the Final Report.*

#### **ARTICLE 7**

The Service Provider shall start to execute the consultancy services activities at the latest three days after the signing of the Contract.

#### **ARTICLE 8**

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

#### **ARTICLE 9**

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

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

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

The Employer retains the right to request from the Service Provider to replace any of the staff members not meeting the conditions and/or not executing conscientiously services assigned, as well as for any other reason, without specific justification.

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

#### **ARTICLE 10**

The Service Provider shall submit evidence on Professional responsibility insurance at the moment of Contract signing.

Insurance specified in paragraph 1 which amounts \_\_\_\_\_, and represents 10% of the Contract value from Article 2 paragraph 1 hereof shall be maintained by the Service Provider at its own expense.

Insurances specified above shall be maintained until the consultancy services being the subject of this Contract are finalized.

#### **ARTICLE 11**

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

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



## **ARTICLE 12**

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

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

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

#### **ARTICLE 13**

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

#### **ARTICLE 14**

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

#### **ARTICLE 15**

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

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

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

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

#### **ARTICLE 16**

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

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

#### **ARTICLE 17**

All deliverables defined under the Terms of Reference, provided in Annex 2 hereof, shall be delivered by the Service Provider to the Employer in 3 (three) copies each, in both Serbian and English, and both in hardcopy and softcopy.

#### **ARTICLE 18**

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

#### **ARTICLE 19**

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

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

#### **ARTICLE 20**

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

#### **ARTICLE 21**

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

#### **ARTICLE 22**

This Contract shall be deemed concluded when signed by authorized representatives of the Contracting Parties (and when the Service Provider submits the bank guarantee under Article 6 of this Contract *[note: it shall be stated in the text of the Contract if advance payment is arranged]* ) and when the Service Provider submits insurance policy referred to in Article 10 hereof.

#### **ARTICLE 23**

Integral parts of this Contract:

- Annex 1            Tender Documentation;
- Annex 2            Description and type of service;

Annexes from the Service Provider's Tender:

- Annex 3            Service Execution Time Schedule (Form 9 of the Tender);
- Annex 4            List of Consultant's Staff (Form 7 of the Tender) with Staff's Statements on Availability;
- Annex 5            Price Structure (Form 10 of the Tender);
- and
- Annex 6            (Contract on joint provision of the services, *[note: it shall be stated in the text of the Contract in the event of joint Tender]* ).

#### **ARTICLE 24**

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

Serbian and 3 (three) counterparts in English. In the case of inconsistencies, Serbian version shall prevail.

**SERVICE PROVIDER**  
Name

\_\_\_\_\_  
Name and surname  
Position

**EMPLOYER**  
JP „Elektroprivreda Srbije“

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

**ANNEX 1 TO THE CONTRACT**

**TENDER DOCUMENTS**

**ANNEX 2 TO THE CONTRACT**

**DESCRIPTION AND TYPE OF SERVICE**

Terms of Reference in accordance with item 5.2 from Tender Documents.

**ANNEX 3 TO THE CONTRACT**

**SERVICE EXECUTION TIME SCHEDULE**

**ANNEX 4 TO THE CONTRACT**

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

**4 – A Project implementation**

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

**4 – B Team members' statements on availability for provision of consultancy services**

\_\_\_\_\_“

I, the undersigned hereby confirm that I accepted participation in service provision as team member under Annex 1 hereof on consultancy services in time and scope as proposed in the tender. I hereby confirm that I am not engaged on other project/work in a manner that would obstruct my provision of subject services, and that I am aware of the provisions on data confidentiality referred to in Article 12 of Consultancy Services Contract.

<b>Name and surname:</b>	
<b>Position in the team:</b>	
<b>Signature:</b>	

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

<b>Name and surname:</b>	
<b>Position in the team:</b>	
<b>Signature:</b>	

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

<b>Name and surname:</b>	
<b>Position in the team:</b>	
<b>Signature:</b>	

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

**ANNEX 5 TO THE CONTRACT**

**PRICE STRUCTURE**

**ANNEX 6 TO THE CONTRACT**

**CONTRACT ON JOINT EXECUTION OF THE SERVICE**