

EMPLOYER

JAVNO PREDUZEĆE

‘ELEKTROPRIVREDA SRBIJE’

BEOGRAD

ULICA CARICE MILICE BROJ 2

**TENDER DOCUMENTS**

**FOR THE PUBLIC PROCUREMENT**

of consulting services

**„Improving financial management and control in EPS group (internal controls and processes, reorganization, cost center/profit center, budgeting and reporting)“** - Definition and implementation of EPS CFO organization model -

(No. 1855/1-15 dated 14.04.2015.)

**- UNDER AN OPEN PROCEDURE -**

**PUBLIC PROCUREMENT 85/14/DEFP**

**Belgrade, April 2015**

Pursuant to Article 32 and 61 of the Public Procurement Law (“Official Gazette of RS” no. 124/2012, hereinafter referred to as: Law), Article 2 of the Rulebook on Mandatory Elements of Tender Documents in Public Procurement Procedures and on Manner of Proving Fulfillment of Requirements (“Official Gazette of RS” no. 29/2013), Decision on Initiating Public Procurement Procedure (JP EPS number 2744/2-14 dated 09.12.2014.) and Decision on Forming Public Procurement Committee (JP EPS number 2744/3-14 dated 09.12.2014.) we have prepared the following:

**TENDER DOCUMENTS**

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

**„Improving financial management and control in EPS group (internal controls and processes, reorganization, cost center/profit center, budgeting and reporting)** -Definition and implementation of EPS CFO organization model-

**UNDER AN OPEN PROCEDURE**

**PUBLIC PROCUREMENT 85/14/DEFP**

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# GENERAL DATA ON PUBLIC PROCUREMENT

1. Name, address and the website of the Employer: JAVNO PREDUZEĆE “ELEKTROPRIVREDA SRBIJE” Beograd, Carice Milice 2, [www.eps.rs](http://www.eps.rs/)
2. Type of procedure: Open procedure in accordance with Article 32 of Public Procurement Law («Official Gazette of RS» no. 124/12)
3. Subject of public procurement procedure: Consulting services **“Improving financial management and control in EPS group (internal controls and processes, reorganization, cost center/profit center, budgeting and reporting)“** - Definition and implementation of EPS CFO organization model -
4. Reserved procurement: no
5. E-Auction: no
6. Purpose of the procedure: procedure is conducted for the purpose of conclusion of public procurement contract

1. Contact: Veljko Kovačević, e mail [veljko.kovacevic@eps.rs](mailto:veljko.kovacevic@eps.rs)

Nina Nikolajević, е mail: [nina.nikolajevic@eps.rs](mailto:nina.nikolajevic@eps.rs)

# DATA ON PUBLIC PROCUREMENT SUBJECT

1. Description of procurement subject, name and designation in the Common Procurement Vocabulary (CPV): Consulting services **“Improving financial management and control in EPS group (internal controls and processes, reorganization, cost center/profit center, budgeting and reporting)“** - Definition and implementation of EPS CFO organization model -, consulting services for business operation and management (business and management consulting services) and CPV code 79410000
2. Description of lots, name and designation from Common Procurement Vocabulary (CPV): none
3. Information on framework agreement: none

# INSTRUCTION TO TENDERERS ON HOW TO PREPARE TENDERS

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

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

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

## 3.1 INFORMATION ON THE LANGUAGE IN PUBLIC PROCUREMENT PROCEDURE

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

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

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

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

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

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

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

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

Tenderer shall submit the tender with evidence certifying the fulfillment of the Tender Documents conditions in a closed and sealed envelope, so that it can be verified with certainty that it was opened for the first time, to the following address: Javno preduzeće „Elektroprivreda Srbije“, 11000 Beograd, Srbija, Balkanska 13, PAK 103101 - Records Division – labeled with: “Tender for the public procurement of consulting services - **„Improving financial management and control in EPS group (internal controls and processes, reorganization, cost center/profit center, budgeting and reporting)“** - Definition and implementation of EPS CFO organization model – Public Procurement number 85/14/DEFP - DO NOT OPEN“.

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

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

## 3.3 TENDER SUBMISSION, AMENDMENT, ADDITION AND CANCELLATION

Tenderer may submit only one tender.

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

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

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

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

Within the tender submission period, the Tenderer may amend or supplement an already submitted tender in writing to the Employer’s address, labeled with ‘AMENDEMENT – ADDITION – the Tender for the public procurement of consulting services – **„Improving financial management and control in EPS group (internal controls and processes, reorganization, cost center/profit center, budgeting and reporting)“** - Definition and implementation of EPS CFO organization model – Public Procurement number 85/14/DEFP – DO NOT OPEN“.

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

Within the tender submission period, the Tenderer may revoke its already submitted tender in writing to the Employer’s address, labeled with: ‘CANCELLATION – Tender for the public procurement of consulting services- **„Improving financial management and control in EPS group (internal controls and processes, reorganization, cost center/profit center, budgeting and reporting)“** - Definition and implementation of EPS CFO organization model - Public Procurement number 85/14/DEFP – DO NOT OPEN“.

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

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

## 3.4 LOTS

Subject Public Procurement is not divided into several separate lots.

## 3.5 TENDER WITH VARIANTS

Tender with variants is not permitted.

## 3.6 TENDER SUBMISSION DEADLINE AND TENDER OPENING

A timely tender is deemed to be a tender received and sealed with a receipt stamp by the Employer’s records division, no later than 12:00 h, 40 (in words: forty) days from the day of publishing Invitation to Tender on Public Procurement Portal, regardless of the sending method.

Having in mind that the Invitation to Tender for subject procurement was published on 14.04.2015. on the Public Procurement Portal, the deadline for Tender submission is **25.05.2015. until 12:00 hrs.**

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

Public Procurement Committee shall open timely submitted tenders publicly on 25.05.2015. at 12:30h at the premises of Javno preduzeće “Elektroprivreda Srbije“, Beograd, Balkanska 13.

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

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

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

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

## 3.7 SUBCONTRACTORS

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

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

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

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

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

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

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

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

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

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

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

## 3.8 GROUP OF TENDERERS (JOINT TENDER)

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

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

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

Each Tenderer from the Group of Tenderers that submit a joint tender needs to fulfill the requirements under Article 75 paragraph 1 items 1) to 4) of the Law, and prove it by submitting evidence stated in the Section Requirements for participation under Article 75 and 76 of the Law and Instruction how to prove the fulfillment of requirements. Requirements regarding capacities, in accordance with Article 76 of the Law, the Tenderers from the group shall fulfill jointly, based on the submitted evidence defined by Tender Documents.

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

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

## 3.9 MANNER AND CONDITIONS OF INVOICING AND PAYMENT

Tenderer (Service Provider) shall periodically issue reports on executed services i.e. within two days after expiry of the period for which periodical report is being prepared. Periodical report is being prepared for the period starting from the beginning of service provision pursuant to Article 11 of the Contract and expiring on the day which by its number corresponds to the day in the following month. If such day does not exist in the following month, period for which the periodical report is being issued ends on the last day of that month.

Periodical report under paragraph 1 hereof shall include: overview of activities executed in the given period; status of deliverables – submitted/accepted; general overview of the remaining activities until the end of Contract execution according to Annex 2 to the Contract; detailed overview of staff engagement through man-day and price for man-day.

After realization of all activities Service Provider shall submit Final Report to the Employer.

Final Report on realization of all activities shall include: project name, Service Provider name, contract conclusion date, project duration, reporting period, date of report, management summary, service execution time schedule, status of deliverables – submitted/accepted, time of engagement of team members during reporting period, amount that will be invoiced for the reporting period, conclusion, list of realized meetings, approved deliverables from terms of reference as well as the overview of all submitted and approved periodical reports with the reporting structure given in the previous paragraph.

Employer is entitled to submit comments in writing to the periodical/Final Report to Service Provider within three days from the date of receipt of periodical/Final Report on realization of all activities or to accept and approve submitted periodical/Final Report.

Service Provider shall submit to Employer invoice upon each accepted periodical/Final Report within three days from the date of receipt of approval of the Employer.

Service Provider shall provide dynamics of activities execution during service provision as follows:

* up to **90%** of total value of consulting services shall be included in periodical reports, accepted by the Employer.
* no less than **10%** of total value of consulting services shall be included in Final Report on realization of all activities, accepted by the Employer.

Employer shall make payment of received invoice issued for accepted periodical/Final Report within 45 days from the date of receipt of correct invoice for the accepted and approved periodical/Final Report.

Payment of contracted value of executed service for the price given in EUR to the domestic tenderer (as well as domestic member of the group of tenderers, unless Joint Service Execution Contract defines that the payment shall be made through Holder of the Work – non-resident) shall be made in RSD at middle exchange rate of EUR of the National Bank of Serbia on the day of payment.

The total of all payments under the Consulting servicesContract must remain within the estimated value of the public procurement.

## 3.10 SERVICE EXECUTION PERIOD

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

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

Deadline for the beginning of service execution shall be upon the invitation of the Employer, no earlier than three days and no later than 21 day from the date of contract conclusion.

## 3.11 SERVICE EXECUTION TIME SCHEDULE

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

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

## 3.12 STAFF ENGAGEMENT AND WORK PLAN

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

The number of man-days, having in mind the whole team engaged in execution of activities defined in ToR, shall not be shorter than 1300 man-days of which minimum 1200 man-days on-site, where

* The Project Manager’s engagement cannot be shorter than 200 man-days, out of which 180 man-days on-site,
* Project Supervisor cannot be engaged shorter than 75 man-days, out of which minimum 25 man-days on-site.
* Reorganization expert cannot be engaged lower than 90 man-days, of which minimum 80 man-days on site.
* The number of man-days of at least other 2 team members, who are subject of staff evaluation in subcriterion element C3.1 Experience of staff members cannot be shorter than 200 man-days each, of which each 180 man-days on site.

**Knowledge of the language**

At least two team members who have minimum 5 years of consulting experience must be fluent in Serbian, which includes but is not limited to Serbian as the mother tongue. Knowledge of Croatian, Bosnian and/or Montenegrin shall not be alternative to the given requirement regarding knowledge of Serbian. Exceptionally, if during the project business circumstances require it, a member of the project team may be exempt from this requirement in business communication, with the consent of the Employer.

Team members under this condition are other team members, as well as Project Supervisor, Project Manager and Reorganization Expert.

In CV submitted in Form no. 7.3. from Tender Documents grades 4 and 5 mean that team member is fluent in Serbian.

**Оther requirements**

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

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

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

## 

## 3.13 PRICE

The price shall be expressed in Dinars, VAT excluded.

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

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

Offered price shall be fixed.

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

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

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

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

## 3.14 FINANCIAL SECURITY INSTRUMENTS

The Tenderer shall submit the following financial security instruments:

1. **Within the Tender:**

***Tender Bond***

The Tenderer shall submit original Tender Bond in theamount of 5% of the total value of the Tender, VAT excluded.

Bank guarantee shall be irrevocable, unconditional (without protest) and payable at first demand, with a validity period of 60 (sixty) days from the date of Tender opening.

In the event that the Tenderer does not fulfill its obligations in the public procurement procedure, the Employer shall realize the bank guarantee submitted with the Tender if:

* 1. Tenderer withdraws, revokes or modifies its Tender after the deadline for submission of Tenders, or
  2. Tenderer who is awarded the contract fails to sign in a timely manner or refuses to sign the contract on public procurement or
  3. fails to submit performance bond no later than three days from the date of conclusion of the contract.

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 with the Chamber of Commerce of Serbia, place of arbitration in Belgrade, with the application of the Rules of Chamber and the procedural and substantive law of the Republic of Serbia shall be determined.

The submitted bank guarantee cannot include additional conditions for payment, shorter deadlines, reduced amount or amended place of jurisdiction for dispute settlement.

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

The Tender Bond shall be returned to the Tenderer directly after the contract has been signed with the selected tenderer.

OR

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

Tenderer shall submit irrevocable, unconditional (without protest) and payable on first demand single bill of exchange with bill of exchange authorization, pay slip form, confirmation of the bank on registration of bill of exchange with the Register of Bill of Exchange and authorization of the National Bank of Serbia and copy of specimen signatures certified by the commercial bank specified in bill of exchange authorization on the date of issuance of bill of exchange and bill of exchange authorization, in the amount of 5% of the value of the tender, VAT excluded. The Bill of Exchange shall be returned to the Tenderer directly after the contract has been signed with the selected tenderer.

OR

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

The Tenderer shall ensure payment for bid bond against the amount of 5% of the tender value, VAT excluded to the account of the Employer (for payments in dinars, account No.160-700-13 with Banka Intesa AD Beograd; and for payments in euros, account IBAN No. RS35160005030000152939 with Banka Intesa AD Beograd) and to submit evidence on effected payment in the Tender. Paid amount shall be returned to the Tenderer directly after the contract has been signed with the selected tenderer.

Tenderer shall bear all costs related to obtaining financial security instruments. In case the Tenderer makes payment to the account of the Employer, the sum received on the Employer’s account has to correspond to 5% of the tender value, VAT excluded, after deducting bank commission fees.

Costs related to obtaining financial security instruments can be stated in Form 10 of Tender documents.

All financial security instruments may be issued to the member of the Group of Tenderers (stated in Joint Service Execution Contract) or Tenderer, but not to the Subcontractor.

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

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

The selected tenderer shall at the moment of Contract conclusion and no later than three days from the date of Contract conclusion, submit to the Employer bank guarantee of performance in amount of 10% of the contracted values excluding VAT. Bank guarantee has to be irrevocable, unconditional (without protest) and collectable on first call, with duration of at least 30 (thirty) days longer that the date of acceptance of Final report.

The Employer shall realize a performance bank guarantee in the event that the selected Tenderer 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 settlement of disputes.

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 of Serbia is determined, place of arbitration in Belgrade, with the application of Rulebook of the Chamber and procedural and substantive law of the Republic of Serbia

If Tenderer submits guarantee from the foreign bank, that bank has to have level 3 of credit rating (investment ranking).

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

## 3.15 ADDITIONAL INFORMATION AND CLARIFICATIONS

Tenderer may require additional information or clarifications in written form regarding Tender preparation, no later than five days prior to the Tender submission expiry date, at the address of the Employer, with the label: “ADDITIONAL CLARIFICATION – Public procurement number 85/14/DEFP“ or via e-mail address: [veljko.kovacevic@eps.rs](mailto:veljko.kovacevic@eps.rs) or [nina.nikolajevic@eps.rs](mailto:nina.nikolajevic@eps.rs) during working days (Monday -Friday) from 08:00-16:00h. Any request that is received after the mentioned working hours or during weekend/public holiday will be registered as received on the first working day after the actual receipt.

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

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

## 

## 3.16 ADDITIONAL EXPLANATION, CONTROL AND PERMITTED CORRECTIONS

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

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

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

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

## 3.17 NEGATIVE REFERENCES

Employer shall reject the tender if it has the evidence that tenderer in the previous three years in the public procurement procedure:

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

Employer shall reject the tender if it has the evidence confirming that the tenderer did not fulfill its obligations under previously concluded public procurement contracts referring to the same subject of procurement, for the period of three previous years. Evidence of the stated can be:

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

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

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

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

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

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

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

## 3.18 CONTRACT AWARDING CRITERIA

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

**Elements of criteria are the following:**

1. **Offered Price 45 weights**
2. **Technical Aspect 15 weights**
3. **Staff quality 40 weights**
   1. Experience of staff members 30 weights
   2. Case study – Reorganization of CFO area 10 weights

**Evaluation Method**

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

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

**C1. Offered Price max. 45 weights**

The price shall be established on the basis of the total offered value of all services requested by the Tender Documents. Maximum number of weights for the tender with the lowest price is 45.

For other tenders, the weights number, Ofin, is calculated by relating the tender with the lowest price, Ofin(min), multiplied by the maximum number of weights 45, and the price offered by the Tenderer, Ofin(op), under evaluation, as follows:

**Ofin = Ofin(min) / Ofin(op) х 45**

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

**C2. Technical Aspect max. 15 weights**

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

Approach & Methodology

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

* Level of relevance of proposed approach and methodology for current situation of EPS
* Ability of proposed approach and methodology to reach project objectives in given time and desired quality
* Logic of project steps sequence as such and in time
* Quality of each project step
* Relevance/impact of each project step on EPS
* Quality of project management approach
* Quality of expertise in the area of corporate strategy, corporate governance, organizational changes and efficiency initiatives, in vertically integrated energy utility companies
* Level of involvement of EPS representatives in project
* Approach of the bidder to leverage the know-how from the similar projects
* Quality of assessment of risks and related opportunities

Resource & Work Plan

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

It is necessary to:

* Define the resource – staff allocation method with the required qualifications and establish activities according to modules, to meet the indicated requirements and implement the agreed activities – deliverables;
* Describe the logical implementation sequence of activities, their dependencies and mutual alignment, specifically indicating the individual activities required to implement ToR objectives (and objectives of the individual modules).

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

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

**Scoring:**

**15 weights:**

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

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

* The work plan allows for efficient project steering and control. The work plan is defendable.
* For each milestone and deliverable in ToR’s modules, the Tenderer shall define indicative implementation period (in line with point 3.10 and 3.11. of Tender Documents).
* The Tenderer shows in detail the resources it plans to engage on the ToR activities implementation, as well as indicatively broken down for each module. Employee engagement plan provides appropriate resources for each activity as defined in the ToR.
* It also provides defendable justification for the allocation of all resources in order to meet the requirements stated in the ToR and proposed deadlines.
* For each task or set of activities, the Tenderer has identified the Employer’s staff support requirements necessary to successfully implement the ToR.

**8 weights:**

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

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

* The work plan is not fully defendable.
* The Tenderer does not show in sufficient detail the resources it plans to assign to the ToR activities implementation including individual modules. The resource allocation plan does not fully satisfy the required skills and experience to cover each activity as specified the List of Fields.
* Employee engagement plan provides justification for the resources allocation. However, the offered resources number or qualifications justification is not fully defendable.

**3 weights**

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

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

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

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

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

**C3.1 Experience of staff members max. 30 weights**

Definitions:

“Similar Corporate Reorganization Project" (SCRP): similar corporate reorganization project focused on efficiency improvement, through specific performance improvement initiatives and/or through organizational and process redesign.

"Similar CFO Organization model Project“ (SCFOP): similar organization projects in the CFO area of large integrated Groups (integrated Groups with more than 3000 employees), including processes and tools, covering both conceptual and implementation activities.

“Similar Strategy Development Project" (SSDP): similar strategy development project in vertically integrated energy utility company focused on corporate wide transformation and redefining group’s strategic direction and/or investment strategy project for electric power generation assets focused on long term target portfolio based on market model scenarios.

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

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

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

Numbers: €1m means EUR 1,000,000.00, €500k means EUR 500,000.00 and so forth. Greater or equal sign means ‘worth at least’, as in ‘≥€1m’ means ‘worth at least EUR 1,000,000.00’. All values are required without VAT.

Reference Date Eligibility of the Tenderer (corporate references):Time period is previous 5 years and it is counted until the date for submission of tenders. For clarity, the projects in this case must have finished during this period, but not necessarily started in previous 5 years.

**Scoring:**

**30 weights:**

**Project Supervisor:**

Project Supervisor has minimum 14 years of professional experience, of which minimum 12 years consulting experience in ENES. Led at least 2 SCRP in ENES from RREU, and at least 2 SCFOP in ENES from RREU, and at least 2 SSDP in ENES from RREU, each ≥€1m. Value of each project specified in the previous sentence has to be ≥€1m.

**Project Manager:**

Project Manager has [minimum of 10 years of professional experience, of which minimum 4 years of consulting experience in ENES] OR [minimum 7 years of professional experience, of which minimum 7 years of consulting experience in ENES]. Led at least 1 SCRP in ENES from RREU, and at least 2 SCFOP in ENES from RREU out of which at least 1 from RR, and participated in at least 1 SSDP in ENES from RREU, each ≥€1m. Value of each project specified in the previous sentence has to be ≥€1m.

**Reorganization Expert:**

Reorganization Expert has minimum 12 years of professional experience, of which minimum 10 years consulting experience in ENES. Led at least 2 SCRP in ENES from RREU out of which at least 1 from RR, and at least 2 SCFOP in ENES from RREU, and at least 2 SSDP in ENES from RREU, each ≥€1m. Value of each project specified in the previous sentence has to be ≥€1m.

**Other team members – Overall Criteria:**

Minimum 3 other team members including 2 team members under item 3.12 paragraph 2 indent 4, meet the following criteria:

[Each of the 3 members has at least:

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

AND

[Each of the 3 members have each participated in one RREU project:

* which is [SCFOP] *or* [SCRP in ENES] *or* [SSDP in ENES], оut of which
* one member has participated in one of the above projects in RR, ≥€1m]

**Other team members – Serbian Speaking Criteria:**

Minimum 1 other team member under item 3.12 paragraph 2 indent 4, meets the following criteria:

[One team member is speaking fluent Serbian and has participated in one [SCFOP *or* SCRP] in ENES from RREU, ≥€1m]

OR

[Two team members are speaking fluent Serbian and have at least 6 years of consulting experience each, out of which at least one of them has participated in one [SCFOP or SCRP] in ENES from RREU, ≥€500k]

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

**28 weights:**

**Project Supervisor:**

Project Supervisor has minimum 12 years of professional experience, of which minimum 10 years consulting experience in ENES. Led at least 2 SCRP in ENES from RREU, and at least 2 SCFOP in ENES from RREU, and at least 2 SSDP in ENES from RREU, each ≥€1m. Value of each project specified in the previous sentence has to be ≥€1m.

**Project Manager:**

Project Manager has [minimum of 8 years of professional experience, of which minimum 4 years of consulting experience in ENES] OR [minimum 7 years of professional experience , of which minimum 6 years of consulting experience in ENES]. Led at least 1 SCRP in ENES from RREU, and at least 2 SCFOP in ENES from RREU, and participated in at least 1 SSDP in ENES from RREU, each ≥€1m. Value of each project specified in the previous sentence has to be ≥€1m.

**Reorganization Expert:**

Reorganization Expert has minimum 10 years of professional experience, of which minimum 8 years consulting experience in ENES. Led at least 2 SCRP in ENES from RREU, and at least 2 SCFOP in ENES from RREU, and at least 2 SSDP in ENES from RREU, each ≥€1m. Value of each project specified in the previous sentence has to be ≥€1m.

**Other team members – Overall Criteria:**

Minimum 3 other team members, including 2 team members under item 3.12 paragraph 2 indent 4, meet the following criteria:

[Each of the 3 members has at least:

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

AND

[Each of the 3 members have each participated in one RREU project:

* which is [SCFOP] *or* [SCRP in ENES] *or* [SSDP in ENES]

**Other team members – Serbian Speaking Criteria:**

Minimum 1 other team member under item 3.12 paragraph 2 indent 4, meets the following criteria:

[One team member is speaking fluent Serbian and has participated in one [SCRP in ENES or SCFOP] from RREU, ≥€600k]

OR

[Two team members are speaking fluent Serbian and have at least 5 years of consulting experience each, out of which at least one of them has participated in one [SCRP in ENES or SCFOP] from RREU, ≥€300k]

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

**25 weights:**

**Project Supervisor:**

Project Supervisor has minimum 12 years of professional experience, of which minimum 10 years consulting experience in ENES. Led at least 2 SCRP in ENES from RREU, and at least 2 SCFOP in ENES from RREU, and at least 2 SSDP in ENES from RREU, each ≥€800k. Value of each project specified in the previous sentence has to be ≥€800k.

**Project Manager:**

Project Manager has [minimum of 8 years of professional experience, of which minimum 4 years of consulting experience in ENES] OR [minimum 7 years of professional experience , of which minimum 6 years of consulting experience in ENES]. Led at least 1 SCRP in ENES from RREU, and at least 2 SCFOP in ENES from RREU, and participated in at least 1 SSDP in ENES from RREU, each ≥€800k. Value of each project specified in the previous sentence has to be ≥€800k.

**Reorganization Expert:**

Reorganization Expert has minimum 10 years of professional experience, of which minimum 8 years consulting experience in ENES. Led at least 2 SCRP in ENES from RREU, and at least 2 SCFOP in ENES from RREU, and at least 1 SSDP in ENES from RREU, each ≥€800k. Value of each project specified in the previous sentence has to be ≥€800k.

**Other team members – Overall Criteria:**

Minimum 3 other team members, including 2 team members under item 3.12 paragraph 2 indent 4, meet the following criteria:

[Each of the 3 members has at least:

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

AND

[Out of 3 members at least 2 team members have participated in:

* one SCFOP in ENES from RREU *or*
* one SCRP in ENES from RREU *or*
* one SSDP in ENES from RREU ]

**Other team members – Serbian Speaking Criteria:**

Minimum 1 other team member under item 3.12 paragraph 2 indent 4, meets the following criteria:

[One team member is speaking fluent Serbian and has participated in one [SCRP or SCFOP] from RREU, ≥€250k]

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

**21 weights:**

**Project Supervisor:**

Project Supervisor has minimum 12 years of professional experience, of which minimum 7 years consulting experience in ENES. Led at least 1 SCRP in ENES from RREU, and at least 1 SCFOP in ENES from RREU, and at least 1 SSDP in ENES from RREU, each ≥€700k. Value of each project specified in the previous sentence has to be ≥€700k.

**Project Manager:**

Project Manager has [minimum of 8 years of professional experience, of which minimum 4 years of consulting experience in ENES] OR [minimum 7 years of professional experience of which minimum 6 years of consulting experience in ENES]. Led at least 1 SCRP in ENES from RREU, and at least 1 SCFOP in ENES from RREU, and participated in at least 1 SSDP in ENES from RREU, each ≥€700k. Value of each project specified in the previous sentence has to be ≥€700k.

**Reorganization Expert:**

Reorganization Expert has minimum 10 years of professional experience, of which minimum 6 years consulting experience in ENES. Led at least 1 SCRP in ENES from RREU, and at least 1 SCFOP in ENES from RREU, and at least 1 SSDP in ENES from RREU, each ≥€700k. Value of each project specified in the previous sentence has to be ≥€700k.

**Other team members – Overall Criteria:**

Minimum 3 other team members, including 2 team members under item 3.12 paragraph 2 indent 4, meet the following criteria:

[Each of the 3 members has at least:

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

AND

[Out of 3 members at least 1 team members have participated in:

* one SCFOP in ENES from RREU *or*
* one SCRP in ENES from RREU *or*
* one SSDP in ENES from RREU ]

**Other team members – Serbian Speaking Criteria:**

Minimum 1 other team member under item 3.12 paragraph 2 indent 4, meets the following criteria:

[One team member is speaking fluent Serbian and has participated in one [SCRP or SCFOP] from RREU, ≥€100k]

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

**16 weights:**

**Project Supervisor:**

Project Supervisor has minimum 12 years of professional experience, of which minimum 7 years consulting experience in ENES. Led at least 1 SCRP in ENES from RREU, and at least 1 SCFOP in ENES from RREU, and at least 1 SSDP in ENES from RREU, each ≥€500k. Value of each project specified in the previous sentence has to be ≥€500k.

**Project Manager:**

Project Manager has [minimum of 8 years of professional experience, of which minimum 4 years of consulting experience in ENES] OR [minimum 7 years of professional experience of which minimum 6 years of consulting experience in ENES]. Led at least 1 SCRP in ENES from RREU, and at least 1 SCFOP in ENES from RREU, and participated in at least 1 SSDP in ENES from RREU, each ≥€500k. Value of each project specified in the previous sentence has to be ≥€500k.

**Reorganization Expert:**

Reorganization Expert has minimum 10 years of professional experience, of which minimum 6 years consulting experience in ENES. Led at least 1 SCRP in ENES from RREU, and at least 1 SCFOP in ENES from RREU, and at least 1 SSDP in ENES from RREU, each ≥€500k. Value of each project specified in the previous sentence has to be ≥€500k.

**Other team members – Overall Criteria:**

Minimum 3 other team members, including 2 team members under item 3.12 paragraph 2 indent 4, meet the following criteria:

[Each of the 3 members has at least:

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

AND

[Out of 3 members at least 1 team member has participated in

* one SCFOP in ENES from RREU *or*
* one SCRP in ENES from RREU *or*
* one SSDP in ENES from RREU]

**Other team members – Serbian Speaking Criteria:**

Minimum 1 other team member under item 3.12 paragraph 2 indent 4, meets the following criteria:

[One team member is speaking fluent Serbian and has participated in one [SCRP or SCFOP] from RREU]

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

**10 weights:**

**Project Supervisor:**

Project Supervisor has minimum 12 years of professional experience, of which minimum 7 years consulting experience in ENES. Led at least 1 SCRP in ENES from RREU, and at least 1 SCFOP in ENES from RREU, and at least 1 SSDP in ENES from RREU, each ≥€300k. Value of each project specified in the previous sentence has to be ≥€300k.

**Project Manager:**

Project Manager has [minimum of 8 years of professional experience, of which minimum 4 years of consulting experience in ENES] OR [minimum 7 years of professional experience of which minimum 6 years of consulting experience in ENES]. Led at least 1 SCRP in ENES from RREU, and at least 1 SCFOP in ENES from RREU, and participated in at least 1 SSDP in ENES from RREU, each ≥€300k. Value of each project specified in the previous sentence has to be ≥€300k.

**Reorganization Expert:**

Reorganization Expert has minimum 10 years of professional experience, of which minimum 6 years consulting experience ENES. Led at least 1 SCRP in ENES from RREU, and at least 1 SCFOP in ENES from RREU, and at least 1 SSDP in ENES from RREU, each ≥€300k. Value of each project specified in the previous sentence has to be ≥€300k.

**Other team members – Overall Criteria:**

Minimum 3 other team members, including 2 team members under item 3.12 paragraph 2 indent 4, meet the following criteria:

[Each of the 3 members has at least:

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

AND

[Out of 3 members at least 1 team member has participated in

* one SCFOP in ENES from RREU *or*
* one SCRP in ENES from RREU *or*
* one SSDP in ENES from RREU]

**Other team members – Serbian Speaking Criteria:**

Minimum 1 other team member under item 3.12 paragraph 2 indent 4, meets the following criteria:

[One team member is speaking fluent Serbian and has participated in one [SCRP or SCFOP] from RREU]

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

**Evidence:**

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

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

Data on the number of employees must be specified in personal references and CV for SCFOP.

In CV submitted in Form no. 7.3. from Tender Documents grades 4 and 5 mean that team member is fluent in Serbian.

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

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

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

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

**C3.2. Case Study – Reorganization in CFO area for Project manager or Project Supervisor max. 10 weights**

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

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

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

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

**Scoring:**

**10 weights:**

Excellent and very relevant defining of corporate reorganization case study was shown from RR, project value ≥€750К, with practical examples, project approach and methodology which can be easily applied to EPS objectives and implemented in current situation of EPS. All potential issues were identified and explained all assumed differences between examples used and EPS, and proposed excellent and solid alternative solutions to differences. All lessons learnt show high relevance to EPS.

**6 weights:**

Very good and relevant defining of corporate reorganization case study was shown from RREU, project value ≥€750К, with practical examples, project approach and methodology which can be applied to EPS objectives and implemented in current situation of EPS. Key potential issues were identified and main differences between examples used and EPS were explained Very good alternative solutions to differences were proposed. Most of lessons learnt show high relevance to EPS.

**2 weights:**

Good defining of corporate reorganization case study was shown from RREU, project value ≥€600К, with practical examples, project approach and methodology which can be applied to EPS objectives under some conditions and theoretically implemented in current situation of EPS. Some potential issues were identified and few of assumed differences between examples used and EPS were explained, and some good alternative solutions to differences were proposed. Some of lessons learnt show high relevance to EPS.

## 3.19 COMPLIANCE WITH LABOUR LAW REGULATIONS AND OTHER REGULATIONS

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

## 3.20 PATENT USE FEE

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

## 3.21 TENDER VALIDITY PERIOD

The tender shall be valid at least 60 (in letters: sixty) days as of the tender opening day.

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

## 3.22 CONTRACT SIGNING DEADLINE

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

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

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

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

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

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

## 3.23 CONFIDENTIAL DATA LABELLING METHOD

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

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

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

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

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

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

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

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

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

## 3.24 TENDER COSTS

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

Tenderer may include in its Tender the total amount and structure of costs for Tender preparation.

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

## 3.25 PRICE STRUCTURE FORM

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

## 3.26 MODEL CONTRACT

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

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

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

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

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

## 

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

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

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

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

## 3.29 DATA ON CONTENT OF THE TENDER

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

* Filled in, signed and stamped form of “Statement on Independent Tender”
* Filled in, signed and stamped form of “Tender Form”
* Filled in, signed and stamped form of statement in accordance with Article 75 of paragraph 2 of the Law
* Filled in, signed and stamped form of “Service Execution Time Schedule“
* Filled in, signed and stamped form of Qualification Structure, Position and Team Member Engagement Time
* Filled in, signed and stamped form of Overview of Staff Engagement
* Detailed Work Plan
* Filled in, signed and stamped form of “Price Structure““
* Filled in, signed and stamped form of “Form of Costs for Tender Preparation”
* Signed and stamped form “Model Contract”
* Forms, statements and evidence defined in item 3.7 or 3.8. of these instructions in the event that the Tenderer submits the Tender with subcontractor or joint Tender is submitted by the group of Tenderers
* Financial security instruments for the Tender Bond in accordance with item 3.14 of these instructions
* Evidence and forms for the purpose of tender evaluation in accordance with the criteria elements under item 3.18 оf this instruction
* Evidence on fulfillment from Article 75 and 76 of the Law in accordance with Article 77 of the Law and Section 4 of the Tender Documents.

## 3.30 SAFEGUARD OF TENDERERS’ RIGHTS

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

Request for safeguard of rights shall be submitted to the Republic Commission and it is submitted to the Employer, labeled “Request for safeguard of rights PP. No.85/14/DEFP“.

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

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

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

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

The claimant for the safeguard of rights is obliged to pay the tax to the account of the budget of the Republic of Serbia (№ 840-30678845-06; payment code 153 or 253; number reference: 85-14-DEFP; remittance purpose: Request for safeguard of rights, JP EPS, PP. No. 85/14/DEFP“; Beneficiary: the budget of the Republic of Serbia) which amount depends on request:

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

Payment of the fee for submission of request for the protection of rights from abroad may be made to the foreign currency account of the Ministry of Finance - Treasury Administration

BANK’S NAME AND ADDRESS:

National Bank of Serbia (NBS)

11000 Belgrade, Nemanjina no. 17

Serbia

SWIFT CODE: NBSRRSBGXXX

NAME AND ADDRESS OF THE INSTITUTION:

Ministry of Finance

Treasury Administration

Pop Lukina no. 7-9

11000 Belgrade

IBAN: RS 35908500103019323073

NOTE: During the payment it is necessary to state the following information on the payment - “details of payment“ (FIELD 70: DETAILS OF PAYMENT): – number in the public procurement procedure to which the request for the protection of rights refers to and name of the employer in public procurement procedure.

Please find attached the instructions for payments in the following currencies: EUR and USD.

PAYMENT INSTRUCTIONS

|  |  |
| --- | --- |
| SWIFT MESSAGE MT103 – EUR | |
| FIELD 32A: | VALUE DATE – EUR- AMOUNT |
| FIELD 50K: | ORDERING CUSTOMER |
| FIELD 56A:  (INTERMEDIARY) | DEUTDEFFXXX  DEUTSCHE BANK AG, F/M  TAUNUSANLAGE 12  GERMANY |
| FIELD 57A:  (ACC. WITH BANK) | /DE20500700100935930800  NBSRRSBGXXX  NARODNA BANKA SRBIJE (NATIONAL  BANK OF SERBIA – NBS BEOGRAD,  NEMANJINA 17  SERBIA |
| FIELD 59:  (BENEFICIARY) | /RS35908500103019323073  MINISTARSTVO FINANSIJA  UPRAVA ZA TREZOR  POP LUKINA7-9  BEOGRAD |
| FIELD 70: | DETAILS OF PAYMENT |

|  |  |
| --- | --- |
| SWIFT MESSAGE MT103 – USD | |
| FIELD 32A: | VALUE DATE – USD- AMOUNT |
| FIELD 50K: | ORDERING CUSTOMER |
| FIELD 56A:  (INTERMEDIARY) | BKTRUS33XXX  DEUTSCHE BANK TRUST COMPANIY  AMERICAS, NEW YORK  60 WALL STREET  UNITED STATES |
| FIELD 57A:  (ACC. WITH BANK) | NBSRRSBGXXX  NARODNA BANKA SRBIJE (NATIONAL  BANK OF SERBIA – NB BEOGRAD,  NEMANJINA 17  SERBIA |
| FIELD 59:  (BENEFICIARY) | /RS35908500103019323073  MINISTARSTVO FINANSIJA  UPRAVA ZA TREZOR  POP LUKINA7-9  BEOGRAD |
| FIELD 70: | DETAILS OF PAYMENT |

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

## MANDATORY CONDITIONS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE

In public procurement procedure the Tenderer has to prove that:

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

## ADDITIONAL CONDITIONS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE

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

**References of the Tenderer (corporate references)**

* At least 4 SCFOP (Similar CFO organization projects) in ENES from RREU within the last 5 years with combined value of ≥€4m, out of which:
* at least 1 project is acquisition/merger related (external acquisition or internal merger of subsidiaries) and has value ≥€1m
* at least 1 project is from RR and has value ≥€1m
* At least 1 SCRP (Similar corporate reorganization project) in ENES in RR within the last 5 years with value ≥€1m
* At least 1 SSDP (Similar strategy development project) in ENES in RREU within the last 5 years with value ≥€1m

*note: description of abbreviations and definition of the Reference Date Eligibility of the Tenderer can be found within criterion element C3. Quality of team members.*

* + 1. **Has required staff capacity:**
* minimum 30 full time employed consultants and with working consulting experience of at least 3 years.

## INSTRUCTIONS ON HOW TO PROVE THE FULFILMENT OF CONDITIONS

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

**Legal entity:**

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

For domestic Tenderers:

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

If there are several legal representatives for each the certificate from criminal records is submitted. If there are several legal representatives, for each representative it is necessary to provide certificate from criminal recordscompetent state authority of Tenderers head office, as well as from the competent state authority of the country of citizenship of each representative, if different from the country where the Tenderer’s head office is.

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

1. Certificate of Commercial and Magistrates Court that measure prohibiting the performance of activities, or certificate of the Commercial Registers Agency that is has not been registered with this authority, that the measure of prohibiting the performance of activities has not been pronounced against the Tenderer, which was effective at the time the public invitation was published;

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

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

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

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

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

**Entrepreneur:**

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

For domestic Tenderers:

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

For foreign Tenderers certificate of the competent state authority of the state of its head office i.e citizenship;

1. Certificate of Magistrates Court that measure prohibiting the performance of activities, or certificate of the Commercial Registers Agency that is has not been registered with this authority, that the measure of prohibiting the performance of activities has not been pronounced against the Tenderer, which was effective at the time the public invitation was published;

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

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

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

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

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

**Natural person:**

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

For domestic Tenderers:

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

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

1. Certificate of Magistrates Court that measure prohibiting the performance of activities has not been pronounced against the Tenderer, which was effective at the time the public invitation was published;

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

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

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

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

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

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

1. Evidence of adequate financial capacities:

For domestic Tenderers:

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

OR

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

AND

* certificate of the data on liquidity issued by the National Bank of Serbia - Department of collection enforcement, for the period of the previous 6 months before the date of publication of the call for public procurement (March 2014 till October 2015)

For foreign Tenderers

* Balance sheet and Profit and Loss report for three previous years (2011, 2012 and 2013) with the certified auditor opinion for 2011 and 2012, as for 2013, if there is such an opinion; If the Tenderer is not the subject of the audit in accordance with regulations of country where it has seat, it is obliged to submit Statement given by full material and prosecution responsibility that it is not subject of auditing for mentioned years
* Certificate or opinion or statement of the bank or other specialized institutions in accordance with the regulations of the country in which Tenderer has seat concerning blocked accounts for the period of previous 6 months before the publication of the public procurement call (March 2014 till October 2015).

2. Evidence of adequate business capacities:

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

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

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

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

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

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

3. Evidence of sufficient human capacities:

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

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

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

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

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

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

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

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

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

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

## MANNER OF EVIDENCE SUBMISSION

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

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

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

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

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

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

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

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

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

Balance sheets and Profit and Loss reports have to be signed and stamped by the Tenderer’s legal representative. Certified Auditor’s reports have to be enclosed as well, signed and stamped by the certified auditor, if such reports exist. In case the certified auditor issues the report without stamp, the statement from the auditor who signed the report has to be included in the Tender.

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

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

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

## 5.1 SUBJECT OF THE INVITATION

**Subject of the invitation** to tender submissionare consulting services **„Improving financial management and control in EPS group (internal controls and processes, reorganization, cost center/profit center, budgeting and reporting)“** -Definition and implementation of EPS CFO organization model-.

## 5.2 TERMS OF REFERENCE:

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

**►Introduction**

Definition and implementation of CFO organization model is the key implementation project supporting EPS strategic initiatives. EPS is executing three key strategic initiatives:

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

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

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

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Table: Status of three strategic projects | | | | | |
| Strategic Initiatives | Main Goals | Scope | Estimated Start | Estimated Duration | Status |
| Corporate and Investment Strategy | Create a near term transformation strategy (1-3-5 years) and long-term electricity and coal generation asset development strategy (through 2020-2025) together with identification of key strategic project initiatives for EPS group. | EPS Group | 9/2013 | 6 months | Executed |
| Unbundling of distribution and supply | Ensure legal & operational readiness for Serbian unbundling requirements (Interim Solution). Design future operating model & IT architecture of DSO, Supply business and SSC, and associated Implementation Roadmap. | 5 DS, EPS Supply and EPS HQ | 8/2013 | 12 months | Phase 1 executed |
| “Improvement of efficiency and productivity of JP EPS" - Corporate Reorganization for the purpose of efficiency improvement in electricity generation activity | Design of future operating model which shows key processes and their relationship in HQ and electricity and heat generation and coal exploration subsidiaries, with the aim to optimize business processes and rationalize business operation. | 7 generation companies and EPS HQ | 11//2014 | min. 10,  max 14 months | Procurement in progress |

**►Goals of the Project**

The goal of this project is to assess, define and implement the new CFO organization model. Strategic direction is build-up and improvement of financial management of the Group through centralization of key finance functions, procedures, and activities.

The new model has to be shaped in coherence with deliverables from the three key strategic initiatives mentioned above and with current and planned IT systems initiatives, defining a feasible and effective project implementation roadmap. Moreover the design of the new model has also to strengthen the strategic CFO processes (i.e. Cost accounting, Planning & Controlling, Cash flow management, Risk management, Procurement and Strategy development), in terms of approach, functioning mechanisms and supporting tools.

Currently CFO area is composed of departments that are covering following areas:

Treasury, Accounting, Tax, Planning&Controlling, Risk management, Strategy development and Procurement. The future CFO model has to have in account all these areas and regarding activities.

The definition of the new CFO model includes the operating model (i.e. perimeter of activities of the different functions, logic map and processes formalization, proxies systems and power of attorneys), the functioning mechanisms (i.e. SLA for services provided to the controlled companies) as well as the resources management (i.e. sizing, resources allocation, centralization of functional/hierarchical reporting, …).

Additionally, the implementation of the new CFO model includes the design of the change management and communication strategy, the resources mobilization and the coordination and assistance to EPS in the implementation activities, in coherence with the defined project roadmap

The effective implementation of the model requires also the assistance to EPS CFO in verifying the implications of the new CFO model on the three key strategic initiatives mentioned above, providing the related key guidelines to relevant actors involved.

**►Project implementation Framework**

The Project has to be harmonized with basic results and guidelines from Project Corporate and investment strategy, Project Unbundling of distribution and supply and Project Improvement of efficiency and productivity of JP EPS. It is particularly expected to take into consideration the following deliverables from Project Corporate and Investment Strategy (but not necessarily to be limited to this list):

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

**►Scope of work**

1. **Current situation analysis**
   1. **Assessment of AS-IS EPS model**
   2. **External benchmarking**
   3. **Quick wins**
2. **Detailed model design**
   1. **TO-BE model**
   2. **“INTERIM” model**
3. **Project implementation**
   1. **Mobilization and change management**
   2. **New model implementation**

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

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

1. Current situation analysis

|  |  |
| --- | --- |
| **1.1.** | **Assessment of as-is EPS model** |
| **1.1.а**  **Objectives and task description** | * + 1. **Organizational model** * Analysis of organizational structures in CFO and all Economic, Financial and Procurement functions in the 13 controlled companies (i.e. functions, perimeter of activities, key responsibilities and hierarchical/functional reporting, up to the 3rd hierarchical reporting starting from the CEO/Managing Director of each company) * Current sizing of mapped functions (Full-time Equivalents) and resources physical location, qualification, age, and other main relevant information   + 1. **Operating model** * Mapping of the delivery model (i.e. services provisions, SLA, …) * Service/transfer pricing model * Identification of current systems of power of attorneys (i.e. processes, thresholds and proxies)   + 1. **Processes** * Identification of current key processes, as well as segmentation (i.e. governance vs. transactional process) and prioritization (relevance and impact on EPS Group) * Definition of current processes workflow (i.e. activities, responsible and supporting IT system)   + 1. **IT** * High level analysis and assessment of current status of group IT systems relevant to CFO and built on recently performed similar analysis of EPS IT systems * High level analysis and assessment of in progress/planned group IT projects relevant to CFO and built on recently performed similar analysis of EPS IT systems * Review of current SAP installation at JP EPS |
| **1.1.b Scope** | EPS CFO and all Economic, Financial and Procurement functions in the 13 controlled companies.    The list of functions in the scope of the project must include (but are not limited to):   * Planning and controlling * Risk management * Accounting * Treasury and Finance * Tax * Insurance * Payroll * Procurement |
| **1.1.c Deliverables** | **1.1.1. Organizational model**   * Integrated organizational charts including main responsibilities and relationships with other functions * Relevant analyses on current sizing of mapping functions * Allocation of resources (FTE) on current functions * Key issues in current organizational model   **1.1.2. Operating model**   * Mapping of the delivery model (i.e. services provisions, SLA, …) * Service/transfer pricing model * Systems of power of attorneys (i.e. thresholds and proxies) * Key issues in current operating model   **1.1.3. Processes**   * Assessment of centralization/decentralization of main processes * Current processes workflow   **1.1.4. IT**   * Map of current IT systems structure * Map of current/planned IT system development projects * Key issues in current IT systems structure |
| **1.1.d Role of consultant** | Execution of analysis, workshops, and development of necessary documentation for the list of functions in the scope of the project.  Presentation of summary findings: main issues, constrains for to-be model design/implementation, strengths/ weaknesses of current model, etc. |

|  |  |
| --- | --- |
| **1.2.** | **External benchmarking** |
| **1.2.а**  **Objectives and task description** | * + 1. **Organizational model** * Analysis of organizational model structures in CFO and all Economic, Financial and Procurement functions (i.e. functions and perimeter of responsibilities) * Sizing in CFO and all Economic, Financial and Procurement functions   + 1. **Operating model** * Analysis on resources (FTE) allocated on relevant processes for CFO and all Economic, Financial and Procurement functions * Analysis on current functioning mechanisms (services provisions, SLA, intercompany contracts, …) for CFO and all Economic, Financial and Procurement functions * Macro-analysis of full-cost (capex, opex, …) allocated in CFO and all Economic, Financial and Procurement functions |
| **1.2.b Scope** | Relevant Power and Gas Groups/Companies    The list of functions in the scope of the project must include (but are not limited to):   * Planning and controlling * Risk management * Accounting * Treasury and Finance * Tax * Insurance * Payroll * Procurement |
| **1.2.c Deliverables** | **1.1.1. Organizational model**   * High-level organizational charts of CFO and all Economic, Financial and Procurement functions * Benchmark of resources (FTE) employed in CFO and all Economic, Financial and Procurement functions   **1.1.2. Operating model**   * Benchmark of resources and full cost allocated on each process * Benchmark on current functioning mechanisms and intercompany contracts |
| **1.2.d Role of consultant** | Execution of analysis, workshops, and development of necessary documentation.  Presentation of summary findings: possible organizational models, key takeaways for EPS to-be model, key metrics to evaluate right-size of each function in to-be model. |

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| **1.3.** | **Quick wins** |
| **1.3.а**  **Objectives and task description** | * Identification of the key priority areas to accelerate the transformation process, based on the assessment results and the status of implementation of the 3 strategic projects * Detailed design of QUICK-WIN processes for the key priority areas (to be rolled-out in 2-3 months from the project beginning), based on EPS internal best practices (both workflows and supporting spreadsheets) and on current CFO organization, in light of new responsibilities of the finance function in the new articles of association * Support in the formalization and internal communication to fully extend the QUICK-WINS in all CFO functions |
| **1.3.b Scope** | EPS CFO and all Economic, Financial and Procurement functions in the 13 controlled companies. |
| **1.3.c Deliverables** | * List of key priorities areas to focus on, completed with key issues to address * QUICK WINS processes workflow and supporting tools |
| **1.3.d Role of consultant** | Execution of analysis, identification of the internal best practices and development of necessary documentation.  Assistance in the quick implementation.  Presentation of summary results: new processes/tools, perimeter of roll-out, benefits achieved, etc. |

1. Detailed model design

|  |  |
| --- | --- |
| **2.1.** | **Definition of the TO-BE model** |
| **2.1.a Objective and task description** | **2.1.1. Organizational model**   * Definition of the detail organizational structure of the new CFO Function (i.e. functions, perimeter of activities, key responsibilities and hierarchical/functional reporting) for all organization levels (CEO/Board, Directorate, Sector and lower levels) * Definition of roles and responsibilities * Definition of FTEs sizing of each CFO function * Allocation of all resources of the CFO professional families (i.e. related to the CFO responsibilities) within the new CFO functions, based on the expertise, activities currently performed and the target sizing defined   **2.1.2. Operating model**   * Proposition of target operating model for all CFO functions * Definition of the delivery model (i.e. services provisions, key processes metrics, SLA, interactions with the 13 controlled companies, interactions with companies processes other than CFO, …) * Update of service/transfer pricing model in order to maximize profit and value of EPS Group * Revision of systems of power of attorneys (i.e. thresholds and proxies) * High-level cost-benefit analysis of proposed operating model implementation   **2.1.3. Processes**   * High level design of TO-BE processes for all CFO functions (to be rolled-out in 3-5 years from the project beginning), based on international best practices and EPS CFO IT systems full implementation   **2.1.4. Implementation roadmap**   * Mapping of ordinary business activities, as input in the implementation roadmap design (the project implementation has to guarantee operating continuity) * Detailed implementation plan to pilot and roll out the new organizational and operating model (i.e. timing, activities interactions, key milestones and referents) * High-level transformation plan to implement the TO-BE processes, in coherence with the roll-out of IT systems (i.e. macro-phases and timing) |
| **2.1.b Scope** | EPS CFO and all Economic, Financial and Procurement functions in the 13 controlled companies |
| **2.1.c Deliverables** | **2.1.1. Organizational model**   * Detailed organizational charts including perimeter of activities, roles and job descriptions * Resources allocation to each CFO functions, including role, job description and location   **2.1.2. Operating model**   * Process metrics and SLA required * Detailed logics of service/transfer pricing versus customer functions * New systems of power of attorneys (i.e. thresholds and proxies)   **2.1.3. Processes**   * High level TO-BE processes workflow   **2.1.4. Implementation roadmap**   * Detailed implementation plan to pilot and roll out the new organizational and operating model * High-level transformation plan to implement the TO-BE processes, in coherence with the roll-out of IT systems |
| **2.1.d Role of consultant** | Execution of analysis and development of necessary documentation.  Recommendation of the optimal TO-BE model solution, based on external benchmarking, three strategic projects deliverables and Management guidelines  Supporting the working Group in defining the most feasible implementation roadmap |

|  |  |
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| **2.2** | **Definition of the “INTERIM” model** |
| **2.2.a Objective and task description** | **2.2.1. Processes**   * Detailed design of “INTERIM” processes for all CFO functions (to be rolled-out in 6-12 months from the project beginning), based on new organization model, on current resources competences/profiles and (only if needed) on specific available IT functionalities * Identification of supporting tools facilitating and automatizing key CFO processes * Definition of the logics, model and base platform for the defined tools   **2.2.2. Implementation roadmap**   * Identification of the key strategic processes to pilot * For each key process, definition of the optimal timing to test it (i.e. budget for Planning and Controlling) * Identification of the logics and Key Success Factors (KSF) to perform the process * Detailed implementation plan to pilot and roll out the new AD-INTERM processes |
| **2.2.b Scope** | EPS CFO and all Economic, Financial and Procurement functions in the 13 controlled companies  The list of key process must include (but are not limited to):   * Cost accounting * Planning & Controlling * Cash flow management * Transactions (A/P, A/R) * Risk management |
| **2.2.c Deliverables** | **2.2.1. Processes**   * “INTERIM” processes workflow * Logics and functioning mechanisms of the supporting tools facilitating and automatizing key CFO processes   **2.2.2. Implementation roadmap**   * Detailed implementation plan |
| **2.2.d Role of consultant** | Execution of analysis and development of necessary documentation.  Recommendation of the optimal “INTERIM” processes, based on the current scenario and the consultants previous experiences |

1. Project implementation

|  |  |
| --- | --- |
| **3.1** | **Mobilization and change management** |
| **3.1. a**  **Objective and task description** | * Definition and formalization of the working group, including Project Management Office (PMO) office, ICT responsible, internal process owners and operating resources to involve in the project activities * Definition of the key metrics to monitor the project implementation (i.e. operating continuity, resources commitment and resources satisfaction) and monitoring approach (i.e. feedback loops, surveys and climate questionnaire) * Design of the change management and communication strategy and identification of the potential barriers to implementation * Identification of the pivotal agent to engage * Definition of the detailed communication plan * Address of the implementation plan, in terms of supporting material, event management and document distribution * Set-up reinforcement mechanisms (i.e. rewards and consequence management, non-financial incentives and career progressions) |
| **3.1.b Scope** | EPS CFO and all Economic, Financial and Procurement functions in the 13 controlled companies |
| **3.1.c Deliverables** | * Overall project working group (i.e. organizational chart and responsibilities) and functioning mechanisms (i.e. documents distributions and working group meetings) * Change management and communication plan * List of reinforcement mechanism and application rules |
| **3.1.d**  **Role of consultant** | Execution of analysis and development of necessary documentation.  Assisting EPS HR and Communication referents in implementing the Change management and Communication plan, supporting the workshop/training sessions and addressing the communications flows within EPS |

|  |  |
| --- | --- |
| **3.2** | **New model implementation** |
| **3.2. a**  **Objective and task description** | * Formalization of the new CFO model   + Organization model (TO-BE)   + Operating model (TO-BE)   + Processes (“INTERIM” ) * Support in the new model implementation, guaranteeing all formal approval, effective model change and operating continuity * Assist CFO functions in implementing the new “INTERIM” processes, assisting the in charge functions and delivering the process results * Addressing potential implementation issues (i.e. Employees Contractual conditions and constraints, social issues and consolidated personnel procedures) |
| **3.2.b Scope** | EPS CFO and all Economic, Financial and Procurement functions in the 13 controlled companies |
| **3.2.c Deliverables** | * Formal documents of the new model to be approved by the responsible bodies   + Organizational chart   + Roles and job descriptions   + Resources allocations   + Power of attorneys   + Processes workflow * Key strategic “INTERIM” processes supporting tools, as examples (although not exhaustive):   + Cost accounting model   + Cash flow simulation model   + Budgeting model |
| **3.2.d**  **Role of consultant** | Execution of analysis and development of necessary documentation.  Supporting the Working Group Project leader in reporting and presenting the project deliverables to the responsible bodies for their approval  Assisting EPS CFO responsible functions in implementing the “INTERIM” processes, supporting the data gathering, information flow, tools construction and model simulation |

# 6. FORMS

***FORM 1***

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

## STATEMENTON INDIVIDUAL TENDER

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

(*to write: tenderer, holder of the work/member of the group in joint tender*)

WE S T A T E

under full substantive and criminal liability that

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

(*full name and seat*)

shall submit (joint) Tender in open procedure of public procurement No.85/14/DEFP, Employer – Javno preduzeće “Elektroprivreda Srbije”, submit independently, without agreement with other Tenderers or interested parties.

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

***FORM 2***

## **TENDER FORM**

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

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

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

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

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

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

On the basis of the invitation for the submission of the tenders in an open procedure of public procurement of the services “Improving financial management and control in EPS group (internal controls and processes, reorganization, cost center/profit center, budgeting and reporting)“ - Definition and implementation of EPS CFO organization model -, published on 14.04.2015. on the Public Procurement Portal, we submit

**TENDER**

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

|  |  |
| --- | --- |
| **PUBLIC PROCUREMENT NUMBER** | 85/14/DEFP |

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

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

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

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

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

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

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

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

*(indicate the payment method, deadlines and conditions)*

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

*(indicate the completion period)*

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

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

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

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

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| --- | --- | --- |
| PLACE AND DATE: | L.S. | TENDERER: |
|  |  |  |
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**FORM 3**

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

## STATEMENT

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

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

WE STATE

under full substantive and criminal liability that

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

(*full name and seat*)

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

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

**FORM 4**

## SERVICE EXECUTION TIME SCHEDULE

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Activity** 1 | **Months** | | | | | | | | | | | | | |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **13** | **14** | |
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1 indicate all main activities determined in the ToR, including reports submission and other activities

|  |  |  |
| --- | --- | --- |
| Date: | L.S. | Tenderer: |
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**FORM 5**

## PRICE STRUCTURE

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No. | Name and surname | Engagement period (No. of man – days) | Unit price  (for man-day) | Total  (period х unit price) |
|  |  |  |  |  |
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| Total **I**: | | | |  |

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

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

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

**FORM 6**

## MODEL CONTRACT

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

**CONTRACTING PARTIES**:

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

and

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

(hereinafter jointly referred to as: contracting parties)

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

**CONSULTING SERVICES CONTRACT**

**WHEREAS:**

* The Employer has executed an open public procurement procedure for the consulting services ” Improving financial management and control in EPS group (internal controls and processes, reorganization, cost center/profit center, budgeting and reporting)“ - Definition and implementation of EPS CFO organization model -, pursuant to Article 32 of the Public Procurement Act, to procure the services under a public procurement No. 85/14/DEFP;
* Procurement Notice concerning subject public procurement was published on 14.04.2015. on the Public Procurement Portal and legislation database and the website of the Employer;
* The Service Provider’s tender under an open procedure that is filed in PE EPS under No. \_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_. fully corresponds to the Employer’s requirements stated under the Invitation and the Tender documents;
* The Employer has on the basis of the Service Provider’s tender and the Decision on contract awarding, selected the Service Provider to implement the following consulting services: ” Improving financial management and control in EPS group (internal controls and processes, reorganization, cost center/profit center, budgeting and reporting)“ - Definition and implementation of EPS CFO organization model-.

**Article 1**

The Service Provider shall for the needs of the Employer perform the consulting service ”Improving financial management and control in EPS group (internal controls and processes, reorganization, cost center/profit center, budgeting and reporting)“ - Definition and implementation of EPS CFO organization model -, according to the Tender Documentation indicated under Annex 1, according to the type, description and specification of activities indicated in detail under Annex 2 (hereinafter referred to as: deliverables), Service Execution Time Schedule indicated under Annex 3, constituting an integral part of this Contract, and Service Provider’s Tender, while the Employer shall pay the agreed price for the services executed to the Service Provider.

**Article 2**

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

Corresponding amount of the tax in accordance with relevant regulations shall be calculated to the value under paragraph 1 of this Article.

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

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

**Article 3**

This Contract and its Annexes 1-9 are made out in Serbian and English, while in the case of interpretation disputes the Serbian text shall prevail.

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

**Article 4**

Addresses of Contracting Parties are as follows:

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

Address: Carice Milice St. № 2

11000 Belgrade

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

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

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

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

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

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

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

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

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

Project Secretary: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Contracting Parties shall have correspondence through Project Secretary, otherwise, the correspondence shall be deemed invalid.

**Article 5**

Service Provider shall submit to the Employer:

* Periodical reports and corresponding invoices,
* Final Report on realization of all activities and corresponding invoice.

Service Provider shall provide dynamics of activities execution during service provision as follows:

* up to **90%** of total value of consulting services shall be included in periodical reports, accepted by the Employer.
* no less than **10%** of total value of consulting services shall be included in Final Report on realization of all activities, accepted by the Employer.

**Article 6**

Service Provider shall periodically issue reports on executed services i.e. within the period of two days after expiry of the period for which periodical report is being prepared.

Periodical report is being prepared for the period starting from the beginning of service provision pursuant to Article 11 of this Contract and expiring on the day which by its number corresponds to the day in the next month. If such day does not exist in the following month, period for which the periodical report is being issued ends on the last day of that month.

Periodical report under paragraph 1 hereof shall include: overview of activities executed in the given period; status of deliverables – submitted/accepted; general overview of the remaining activities until the end of Contract execution according to Annex 2; detailed overview of staff engagement through man-day and price for man-day.

Employer is entitled to submit comments in writing to the periodical report to Service Provider within three days from the date of receipt of periodical report or to accept and approve submitted report with no comments.

In the event when the Employer submits comments to Service Provider regarding the received periodical report it shall simultaneously determine the deadline for Service Provider within which the Service Provider shall act upon given comments.

**Article 7**

After realization of all activities Service Provider shall submit Final Report on realization of all activities to the Employer.

Final Report on realization of all activities shall include: project name, Service Provider name, contract conclusion date, project duration, reporting period, date of report, management summary, service execution time schedule, status of deliverables – submitted/accepted, time of engagement of team members during reporting period, amount that will be invoiced for the reporting period, conclusion, list of realized meetings, approved deliverables from terms of reference as well as the overview of all submitted and approved periodical reports with the reporting structure given in the previous Article of this Contract.

Employer is entitled to submit comments in writing to the Final Report on realization of all activities to Service Provider within seven days from the date of receipt of Final Report on realization of all activities or to accept and approve submitted Final Report in writing, with no comments.

In the event when the Employer submits comments to Service Provider regarding the received Final Report it shall simultaneously determine the deadline for Service Provider within which the Service Provider shall act upon given comments.

**Article 8**

Service Provider shall submit to the Employer invoices upon accepted periodical report under Article 6 hereof and Final Report under Article 7 hereof within three days from the date of receipt of the approval of Employer in writing.

**Article 9**

Employer shall pay Service Provider for the executed consulting services in RSD/by foreign transfer, [*note: final text in the Contract depends on whether Service Provider is domestic or foreign, on status of members of the group of tenderers, as well as on the manner of payment determined by Joint Service Execution Contract]* within up to 45 days from the date of receipt of correct invoice for accepted and approved periodical/Final Report.

Payment of contracted value i.e. executed consulting services for the price expressed in EUR to domestic Service Provider (as well as domestic member of the group of tenderers, *[note: unless defined by Joint Service Execution Contract that the payment shall be made through the Leader])* shall be in RSD at middle exchange rate of EUR of the National Bank of Serbia on the day of payment. *[note: final text in the Contract depends on whether Service Provider is domestic or foreign, on status of members of the group of tenderers, as well as on the manner of payment determined by Joint Service Execution Contract]*

The total of all payments under thisContract can not exceed the amount of \_\_\_\_\_\_\_\_ RSD which corresponds to the estimated value of public procurement of the consulting service.

**Article 10**

Employer shall pay the Service Provider the price of consulting services in accordance with executed activities under Annex 2 and 3 hereof, within the deadline determined in Article 9 hereof.

All payments related to this contract shall be made to the following account:

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

*[note: final text in the Contract depends on whether Service Provider is domestic or foreign, on status of members of the group of tenderers, as well as on the manner of payment determined by Joint Service Execution Contract]*

**Article 11**

Service Provider shall start with realization of the activities related to provision of consulting services upon the invitation of the Employer, no earlier than three days and no later than 21 day from the date of conclusion of this contract, otherwise, this contract shall be deemed terminated by the fault of Service Provider.

**Article 12**

Deadline for execution of consulting services is \_\_\_ consecutive calendar months starting from the date of beginning of realization of activities in accordance with Article 11 hereof. Dynamics and deadlines for realization of activities defined for certain modules under Annex 2 are defined in Annex 3 hereof.

**Article 13**

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

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

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

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

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

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

**Article 14**

Service Provider shall at the moment of Contract conclusion and no later than three days from the date of Contract conclusion, as suspensive condition under Article 74 paragraph 2 of Law on Contracts and Torts submit to the Employer irrevocable, unconditional (without protest) and payable on first demand performance bond (for consulting services) in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_ (*RSD/EUR*), which is 10% of contracted value under Article 2 paragraph 1 hereof, with validity period 30 days longer than the date of approval of Final Report, entirely in compliance with the conditions defined in Annex 1 of this Contract..

The Employer may submit a guarantee for collection in any of the cases of non-performance and/or untimely performance and/or partial non-performance and/or poor quality performance of any of the contracted obligations of the Service provider.

If deadlines for execution of contracted consulting services are changed during the validity period of the Contract in accordance with Article 20 hereof the validity of bank guarantee shall be extended.

**Article 15**

The Service Provider and its staff engaged on the execution of activities being the subject of this Contract shall preserve the confidentiality of all information contained in documents, reports, financial data, technical data and notices, obtained in the course of implementation of services stipulated under Annex 2 hereof, and they shall use them exclusively for the performance of such services, in accordance with the Confidentiality agreement, which as Annex 7 constituting an integral part of this Contract.

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 16**

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

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

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

**Article 17**

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.

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

The Employer has the right of permanent and unlimited use of all delivered deliverables that are the subject of this contract, with no specific fee except for the price foreseen by the contract and it can exercise the same in subsidiaries whose founder it is and companies where it is a member.

**Article 18**

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 19**

Service Provider that uses intellectual property of third persons (regardless of the type of intellectual property), shall guarantee to the Employer that it is the holder of the right or that it has legal right to use such intellectual property.

**Article 20**

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 3 (three) working.

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

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

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

If Force Majeure event continues over a period longer than 90 days, any of the Contracting Parties may terminate this Contract within 30 days, by submitting a written notice on termination, provided that in the case of termination of Contract on this ground none of the Parties is entitled to reimbursement for any damage.

**Article 21**

In the event that the Service Provider by its own fault does not execute contractual obligations within the deadline, Service Provider shall pay the Employer contractual penalties, in the amount of 0.2% of contracted value under Article 2 paragraph 1 hereof for each day of delay that started, in the maximum amount of 10% of the contracted value under Article 2 paragraph 1 hereof.

Payment of penalties according to the previous paragraph shall be due within 10 (ten) business days from the date of invoice issuance by the Employer for the contracted penalties.

**Article 22**

All deliverables defined under the Terms of Reference subitems 1.1.c, 1.2.c, 1.3.c, 2.1.c, 2.2.c, 3.1.c and 3.2.c, provided in Annex 2 hereof, shall be delivered by the Service Provider to the Employer in 3 (three) copies each, in both Serbian and English, and both in hardcopy and softcopy in Microsoft Excel, Microsoft Word or Microsoft PowerPoint format depending on the requirements of the Employer.

**Article 23**

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 24**

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 of Serbia, arbitration place 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 25**

The Parties agree that to all relations and issues that are not regulated by this Contract, and relating to the execution of this Contract or related to it, apply the relevant provisions of the Law on Obligations and other regulations of the Republic of Serbia, applicable with respect to the subject matter of this Contract.

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

**Article 26**

This Contract shall be deemed concluded under suspensive condition, when signed by legal representatives of the Contracting Parties, and shall become effective when the Service Provider fulfills suspensive condition within the agreed deadline and submits bank guarantee from Article 14 of this Contract.

**Article 27**

Integral parts of this Contract:

Annex 1 Tender Documentation;

Annex 2 Description and type of service;

Annex 3 Service Execution Time Schedule;

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

Annex 5 Price Structure;

Annex 6 Tender Form

Annex 7 Confidentiality Agreement

Annex 8 Performance bond

and

Annex 9 (Joint Service Execution Contract, *(note: it shall be stated in the text of the Contract in the event of joint Tender) )*.

**Article 28**

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

**SERVICE PROVIDER EMPLOYER**

**Name JP “Elektroprivreda Srbije“**

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

name and surname Aleksandar Obradović

position Director

**ANNEX 1 TO THE CONTRACT**

**TENDER DOCUMENTATION**

**ANNEX 2 TO THE CONTRACT**

**DESCRIPTION AND TYPE OF SERVICE**

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

**ANNEX 3 TO THE CONTRACT**

**SERVICE EXECUTION TIME SCHEDULE**

**ANNEX 4 TO THE CONTRACT**

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

**4 – А: Project Implementation**

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

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

„Improving financial management and control in EPS group (internal controls and processes, reorganization, cost center/profit center, budgeting and reporting)“

- Definition and implementation of EPS CFO organization model -

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

I hereby confirm that I am not engaged on any other project/activity in the manner which would prevent me from the performance of consulting services, and that I am familiar with the provisions on data confidentiality under Article 15 of the Consulting Services Contract.

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

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

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

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

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

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

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

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

In accordance with Article 13 of the Basic Contract, Service Provider has submitted to Employer in written form on \_\_\_\_\_\_\_\_ the justified request for change of executors of consulting services.

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

Authorized representative of the Employer for monitoring of implementation of consulting services has considered the submitted forms and annexes, based on which he gives its consent and approves proposed changes of executors. In relation to this approval and submitted amended annexes of the Basic Contract separate annex in accordance with Article 13 item 6 of the Basic Contract shall not be concluded.

**ANNEX 5 TO THE CONTRACT**

**PRICE STRUCTURE**

**ANNEX 6 TO THE CONTRACT**

**TENDER FORM**

**ANNEX 7 TO THE CONTRACT**

**NON-DISCLOSURE AGREEMENT**

**ANNEX 8 TO THE CONTRACT**

**MODEL OF PERFORMANCE BOND**

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

PRINCIPAL: (address)

USER:

Public Enterprise Electric Power Industry of Serbia

Carice Milice 2

11000 Belgrade

Identification number: 20053658

PIB: 103920327

Current account number: 160-700-13 Banca Intesa

**PERFORMANCE BOND NO**. .................................

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

Principal) and Public Enterprise Electric Power Industry of Serbia, Carice Milice 2, Belgrade, (hereinafter referred to as: User) have concluded Contract no. ......................dated ................(hereinafter referred to as: Contract) for .......................................................................... (job description) and in accordance with conditions of Contract, performance bond should be submitted by the Principal in the amount of ……….(amount in numbers) that makes (5%) …. of total amount of the Contract.

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

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 30 days longer than the date of approval of Final Report and not later than.................................... (insert date).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 of Serbia is determined, place of arbitration in Belgrade, with the application of Rulebook of the Chamber and procedural and substantive law of the Republic of Serbia.

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

**ANNEX 9 TO THE CONTRACT**

**JOINT SERVICE EXECUTION CONTRACT**

**FORM 7**

## QUALIFICATION STRUCTURE, POSITION AND TEAM MEMBER ENGAGEMENT TIME

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

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

***FORM 7.1.***

## OVERVIEW OF STAFF ENGAGEMENT 1

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

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

2 Months are calculated from the moment of engagement.

Full engagement

Partial engagement

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

***FORM 7.2***

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

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

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

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

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

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

Total value of the performed services was \_\_\_\_\_\_\_\_ (in letters: \_\_\_\_\_\_\_\_\_\_) without VAT.

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

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

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

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

authorized person of the Employer

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

(signature and stamp)

**FORM 7.3**

## CURRICULA VITAE OF TEAM MEMBER

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

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

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

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

**5. Education**:

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

**6. Membership in professional bodies**:

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

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

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

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

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

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

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

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

|  |  |
| --- | --- |
| Period:  from (months/year)  to (months/year) |  |
| Address |  |
| Company where he was/is employed |  |
| Department |  |
| Position |  |
| Description |  |

**11. Professional experience** **in ENES** (filled in by other team members):

|  |  |
| --- | --- |
| Period:  from (months/year)  to (months/year) |  |
| Address |  |
| Company - ENES where he was/is employed |  |
| Department |  |
| Position |  |
| Description |  |

**12. Consulting experience** (filled in by other team members):

|  |  |
| --- | --- |
| Period:  from (months/year)  to (months/year) |  |
| Client |  |
| Place of execution |  |
| Position in the team |  |
| Performed activities |  |

**13. Consulting experience in ENES** (filled in by аll)

|  |  |
| --- | --- |
| Period:  from (months/year)  to (months/year) |  |
| Client (ENES) |  |
| Place of execution |  |
| Position in the team |  |
| Performed activities |  |

**14. Previous experience managing in SCRP in RR/RREU in ENES** (filled in by Project Supervisor, Project Manager, Reorganization Expert)

|  |  |
| --- | --- |
| Name of the project: |  |
| Year: |  |
| Place of execution: |  |
| Client (ENES): |  |
| Main project characteristics: |  |
| Project value: |  |
| Position in the team: |  |
| Performed activities: |  |

**15. Previous experience managing in SCFOP in RR/RREU in ENES** (filled in by Project Supervisor, Project Manager, Reorganization Expert)

|  |  |
| --- | --- |
| Name of the project: |  |
| Year: |  |
| Place of execution: |  |
| Client (ENES): |  |
| Number of employees: |  |
| Main project characteristics: |  |
| Project value: |  |
| Position in the team: |  |
| Performed activities: |  |

**16. Previous experience managing in SSDP in RR/RREU in ENES** (filled in by Project Supervisor, Reorganization Expert)

|  |  |
| --- | --- |
| Name of the project: |  |
| Year: |  |
| Place of execution: |  |
| Client (ENES): |  |
| Main project characteristics: |  |
| Project value: |  |
| Position in the team: |  |
| Performed activities: |  |

**17. Previous experience participation in SSDP in RR/RREU in ENES** (filled in by Project Manager, other team members)

|  |  |
| --- | --- |
| Name of the project: |  |
| Year: |  |
| Place of execution: |  |
| Client (ENES): |  |
| Main project characteristics: |  |
| Project value: |  |
| Position in the team: |  |
| Performed activities: |  |

**18. Previous experience participation in SCRP in RR/RREU in ENES** (filled in by other team members)

|  |  |
| --- | --- |
| Name of the project: |  |
| Year: |  |
| Place of execution: |  |
| Client (ENES): |  |
| Main project characteristics: |  |
| Project value: |  |
| Position in the team: |  |
| Performed activities: |  |

**19. Previous experience participation in SCFOP in RR/RREU in ENES and other** (filled in by other team members)

|  |  |
| --- | --- |
| Name of the project: |  |
| Year: |  |
| Place of execution: |  |
| Client  (ENES and other): |  |
| Number of employees: |  |
| Main project characteristics: |  |
| Project value: |  |
| Position in the team: |  |
| Performed activities: |  |

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

Date: [day/month/year]

[*signature*]

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

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

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

## STATEMENT ON THE NUMBER OF EMPLOYEES

Regarding the Invitation to Tender for the public procurement of consulting services “Improving financial management and control in EPS group (internal controls and processes, reorganization, cost center/profit center, budgeting and reporting)“ - Definition and implementation of EPS CFO organization model -, published on Public Procurement Portal 14.04.2015. under substantive, criminal and moral responsibility that we have \_\_\_\_\_\_\_\_\_ full time employed professional consultants with the working experience of at least 3 years in the field of consulting.

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

***FORM 9***

## TENDERERS REFERENCE LIST

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

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

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

* SCRP, SCFOP, SSDP

***FORM 9.1***

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

**CERTIFICATE**

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

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

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

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

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

Total value of the performed services was \_\_\_\_\_\_\_\_ (in letters: \_\_\_\_\_\_\_\_\_\_) without VAT. Participation of the tenderer in total value of the services is \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in letters: \_\_\_\_\_\_\_\_\_\_) without VAT.

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

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

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

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

authorized person of the Employer

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

(signature and stamp)

***FORM 10***

## TENDER PREPARATION COSTS FORM

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

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

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

***FORM 11***

## MODEL CONFIDENTIALITY AGREEMENT

Concluded between

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

and

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

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

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

**Article 1.**

Parties have agreed, related to public procurement of consulting services – “Improving financial management and control in EPS group (internal controls and processes, reorganization, cost center/profit center, budgeting and reporting)“ - Definition and implementation of EPS CFO organization model - – Public Procurement No. 85/14/DEFP (hereinafter referred to as: Services), to allow an access and exchange of information which constitute Business Secret and to protect their confidentiality in the manner and under the terms and conditions established by this Agreement and internal acts of the Parties.

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

**Article 2.**

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

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

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

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

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

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

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

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

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

**Article 3.**

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

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

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

Unless it was not explicitly otherwise agreed,

1. Neither Party shall use business secret or confidential information of the other Party,
2. Shall not disclose these information to the third party, except to employees and advisors of each party that need such information (and are subject to limited use and limitations in disclosing that are at least restrictive in the same manner as those performed by employees and advisors in writing); and
3. Shall try to keep business secret/confidential information of the other party confidential in the same manner it keeps its business secret and/or confidential information of the same importance, but never less than reasonable.

**Article 4.**

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

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

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

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

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

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

**Article 5.**

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

**Article 6.**

Each party is obliged to determine:

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

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

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

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

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

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

**Article 7.**

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

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

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

**Article 8.**

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

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

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

On behalf of the Employer:

Business Secret

Javno preduzeće Elektroprivreda Srbije

Carice Milice 2, Beograd

or:

Confidential

Javno preduzeće Elektroprivreda Srbije

Carice Milice 2, Beograd

On behalf of the Service Provider:

Business Secret

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

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

or:

Confidential

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

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

**Article 9.**

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

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

**Article 10.**

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

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

**Article 11.**

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

**Article 12.**

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

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

**Article 13.**

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

**Article 14.**

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

**Article 15.**

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

**Article 16.**

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

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

**Article 17.**

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

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

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

**PROVIDER**

L.S.