

EMPLOYER

JAVNO PREDUZEĆE

‘ELEKTROPRIVREDA SRBIJE’

BEOGRAD

ULICA CARICE MILICE BROJ 2

**TENDER DOCUMENTS**

**FOR THE PUBLIC PROCUREMENT**

of consulting services

Stakeholder Engagement Strategy

(No. 2246/11-13 dated 15.11.2013.)

**- UNDER AN OPEN PROCEDURE -**

**PUBLIC PROCUREMENT 82/13/DEFP**

**Belgrade, November 2013**

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 2246/2-13 dated 06.11.2013) and Decision on Forming Public Procurement Committee (JP EPS number 2246/3-13 dated 06.11.2013 and Decision on amendment to Decision on Forming Public Procurement Committee (JP EPS number 2246/10-13 dated 08.11.2013), we have prepared the following:

**TENDER DOCUMENTS**

**FOR THE PUBLIC PROCUREMENT OF CONSULTING SERVICES – STAKEHOLDER ENGAGEMENT STRATEGY**

**UNDER AN OPEN PROCEDURE**

**PUBLIC PROCUREMENT 82/13/DEFP**

**Tender documents contains:**

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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 “Stakeholder Engagement Strategy“
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
7. Contact: Slavica Vasić, e-mail: slavica.vasic@eps.rs.

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

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

# INSTRUCTION TO TENDERERS ON HOW TO PREPARE TENDERS

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

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

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

## 

## 3.1 INFORMATION ON THE LANGUAGE IN PUBLIC PROCUREMENT PROCEDURE

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

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

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

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

Tenderer shall prepare the tender in such a way to, clearly and unambiguously 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 authorized person.

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 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 - „Stakeholder Engagement Strategy“– Public Procurement number 82/13/DEFP - DO NOT OPEN“.

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

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

## 3.3 TENDER SUBMISSION, AMENDMENT, ADDITION AND CANCELLATION

Tenderer may submit only one tender.

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

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

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

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

Within the tender submission period, the Tenderer may amend or supplement an already submitted tender in writing to the Employer’s address, labeled with ‘AMENDEMENT – ADDITION – the Tender for the public procurement of consulting services – „Stakeholder Engagement Strategy“ – Public Procurement number 82/13/DEFP – DO NOT OPEN“.

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

Within the tender submission period, the Tenderer may revoke its already submitted tender in writing to the Employer’s address, labeled with: ‘CANCELLATION – Tender for the public procurement of consulting services- „Stakeholder Engagement Strategy“ - Public Procurement number 82/13/DEFP – DO NOT OPEN“.

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

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

## 3.4 LOTS

Subject Public Procurement is not divided into several separate lots.

## 3.5 TENDER WITH VARIANTS

Tender with variants is not permitted.

## 3.6 TENDER SUBMISSION DEADLINE AND TENDER OPENING

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 11h 30 (in words: thirty) 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 15.11.2013 on the Public Procurement Portal, the deadline for Tender submission is **16.12.2013 until 11:00 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 16.12.2013 at 11:15h at the premises of Javno preduzeće “Elektroprivreda Srbije“, Beograd, Balkanska 13.

Tenderers’ representatives taking part in the public tender opening procedure shall prior to the public tender opening procedure submit a power of attorney in writing for the participation in this procedure to the Public Procurement Committee issued on the Tenderer’s letterhead, filed, sealed and signed by the authorized person of the Tenderer.

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.

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.

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

Tenderers from the Group of Tenderers have joint and several liability towards Employer in accordance with the Law.

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.

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

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

**3.9 PAYMENT METHOD AND CONDITIONS**

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

Employer accepts payment under the following conditions:

**A) if advance payment is not required**

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

**B) if advance payment is required**

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

If the advance payment is required, Employer shall require that the Tenderer submit Advance Payment Guarantee in the amount of the required advance payment at the time of contract conclusion.

If the Tenderer offers another method of payment or the higher amount of advance payment than the one stated as maximum amount, the Tender shall be rejected as unacceptable.

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

The final payment shall be executed 45 days at the latest after the Final Report has been received and endorsed, and an invoice endorsed by the authorized representative of the Employer.

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

## 3.10 SERVICE EXECUTION PERIOD

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

Minimum acceptable deadline of execution is 6 calendar months, and maximum acceptable deadline of execution is 8 calendar months. If the tenderer offers the deadline of service execution shorter than 6 calendar months or longer than 8 calendar months the Tender shall be rejected as unacceptable

Deadline for starting the execution of service is no later than 3 days from the mutual contract signing.

## 3.11 SERVICE EXECUTION TIME SCHEDULE

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

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

## 3.12 STAFF ENGAGEMENT AND WORK PLAN

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

* The number of man-days, having in mind the whole team engaged in execution of activities defined in ToR, shall not be lower than 300 man-days of which 256 man-days on-site.
* Project Supervisor shall be engaged no shorter than 30 man-days, out of which minimum 18 man-days on-site
* Expert in the field of corporate business operation shall be engaged no shorter than 30 man-days, out of which minimum 10 man-days on-site
* The Project Manager’s engagement shall not be shorter than 120 man-days, out of which 110 man-days on-site, given all the activities envisaged in the ToR and the need for daily support in order to achieve implementation results in accordance with the ToR and to communicate with the Employer’s representatives.

Also, Project Manager or other team member appointed for his/her position must be available (personally or by telephone /e-mail) all the time during the Project validity (24/7/365) for ad-hoc support in dealing with issues which could arise outside the control of the Employer.

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 shall be aligned; otherwise, the tender shall be deemed as unacceptable and rejected as such.

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

## 

## 3.13 PRICE

The price shall be expressed in Dinars, VAT excluded.

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

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

Offered price shall be fixed.

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

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

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

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

## 3.14 FINANCIAL SECURITY INSTRUMENTS

The Tenderer shall submit the following financial security instruments:

1. **Within the offer:**

* ***Tender Bond***

The Tenderer should provide original Tender Bond in the amount of 2.5% of tender value. Tender bond shall be unconditional (without protest) and payable at first demand, valid at least 60 (in letters: sixty) days as of tender opening. In the event that the Tenderer does not meet its obligations in public procurement procedure, Employer shall collect submitted bank guarantee.

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

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

OR

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

The Tenderer shall submit blank promissory note and promissory note authorization and photocopy of the list of specimen signatures in the amount of 2.5% of tender value.

Promissory note and promissory note authorization shall have maturity “at sight” and clause “without protest” and shall be registered with the Registry of Bill of Exchange and authorizations of the National Bank of Serbia. Tenderer shall submit them together with certificate of commercial bank that shall represent evidence on registration of the promissory note and promissory note authorization and list of specimen signatures with the bank where request for registration of promissory note and promissory note authorization has been submitted.

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

OR

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

The Tenderer shall ensure payment for bid bond against the amount of 2.5% of the tender value to the account of the Employer (for payments in dinars, account No.160-700-13 with Banka Intesa AD Beograd; and for payments in euros, account IBAN No. RS35160005030000152939 with Banka Intesa AD Beograd) and to submit evidence on effected payment in the Tender. Paid amount shall be returned to the Tenderer with whom the contract was not concluded directly after the contract has been signed with the selected tenderer.

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

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

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

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

Selected Tenderer shall submit, at the moment of Contract signing, to the Employer evidence on professional liability insurance, as security instrument for fulfillment of contractual obligations.

Selected Tenderer shall conclude Insurance Contract at its own cost in the event determined in previous paragraph with insurance sum in the amount of 10% of the contracted value excluding VAT.

Insurance shall be valid until completion of activities related to providing consulting services that are the subject of Contract.

**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 82/13/DEFP“ or via e-mail address: [slavica.vasic@eps.rs](mailto:slavica.vasic@eps.rs) or [veljko.kovacevic@eps.rs](mailto:veljko.kovacevic@eps.rs)

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

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

**3.16 ADDITIONAL EXPLANATION, CONTROL AND PERMITTED CORRECTIONS**

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

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

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

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

**3.17 NEGATIVE REFERENCES**

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

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

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

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

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

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

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

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

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

As additional guarantee, in this case, selected tenderer shall, at the moment of contract conclusion submit to the Employer original, irrevocable, unconditional Performance Bond that is payable at first demand, in the amount of 15% of the tender (contract) value, without VAT, with the validity period of at least 60 (sixty) days longer than the date determined for final work execution.

**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 and Advance Payment 35 weights**
   1. Offered Price 32 weights
   2. Advance Payment 3 weights
2. **Technical Aspect 20 weights**
   1. Project Approach & Methodology and Resource & Work Plan 10 weights
   2. Case Study 10 weights
3. **Team Members’ References 45 weights**
   1. Senior Team Members’ Qualifications 25 weights
   2. Team Expertise 20 weights

**Evaluation Method**

Public Procurement Committee shall evaluate tenders and select the most favorable tender, using the determined elements of the criteria by which relative significance (weight) is defined, so that maximum sum of weights amounts to 100 (one hundred).

Tenders shall be ranked based on these elements of the criteria and weights determined for these elements of the criteria and most favorable tender shall be the one that has the highest sum of the weights.

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 Offered Price and Advance Payment. However, if those tenders have equal number of weights for element of the criteria Offered Price and Advance Payment, procurement shall be awarded to the tenderer whose tender has more weights within elements of the criteria Team Members’ References.

**C1. Offered Price and Advance Payment max. 35 weights**

Number of weights gained based on criteria sub-elements C1.1 and C1.2 is being summed up in order to calculate total number of weights for the element of criteria C1. Offered Price and Advance Payment.

**C1.1 Offered Price max. 32 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 32.

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, 32, and the price offered by the Tenderer, Ofin(op), under evaluation, as follows:

**Ofin = Ofin(min) / Ofin(op) х 32**

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

**C1.2 Advance Payment max. 3 weights**

* Tenderer does not ask for Advance Payment 3 weights
* Tenderer is requesting an Advance Payment (maximum up to 10%)

0 weights

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

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

Number of weights gained based on criteria sub-elements C2.1 and C2.2 is being summed up in order to calculate total number of weights for the element of criteria C2. Technical Aspect.

**C2.1 Project Approach & Methodology and Resource & Work Plan max. 10 weights**

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 stakeholder management, corporate communication (external/internal), specifically communication with government/regulators, employees/unions, and media/journalists as well as more broadly in the area of corporate strategy, organizational changes, corporate governance.
* 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’):

* Stakeholder & Change Management
* Corporate Communication
* Experience in communication with Government/regulators, employees/unions, and media/journalists
* Corporate Experience in corporate strategy and organizational change

**Scoring:**

**10 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.

**6 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.

**2 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)

**C2.2. Case Study max. 10 weights**

The Tenderer should provide case study that supports the proposed approach to defining and executing EPS stakeholder engagement strategy with use of concrete examples from past experiences. The case study should be written so that it is

* anchored by one, most relevant, stakeholder engagement strategy project;
* supplemented with the use of other relevant past examples (if deemed appropriate by the Tenderer); and
* provides clear parallels and takeaways for EPS stakeholder engagement strategy.

The Tenderer should provide elaboration and application of Tenderer’s most relevant past examples (one anchor project plus other projects if deemed appropriate) which will fulfill the following elements

* Elaboration/detailing of bidder’s one, most relevant, stakeholder engagement strategy reference project from RR (defined in criterion sub-element 3.1 below) in terms of project approach and methodology;
* If different, relevant or noteworthy, please supplement the above reference project with other relevant past examples from RREU;
* Level of relevance of examples and objectives to the current situation of EPS;
* Comparison – similarity of current EPS situation and that of examples used;
* Level of applicability of approach and methodology reflecting the current situation at EPS and in Serbia;
* Level of applicability of deliverables to EPS;
* Identification and elaboration of key expected differences in project approach, methodology and execution between examples and EPS, and proposition of most suitable alternative solutions to differences in case of EPS;
* Identification of key lessons learned from examples and level of expected applicability to EPS; and
* Identification of key risks and obstacles related to the application of examples to EPS and proposition to their treatment.

**Scoring:**

**10 weights:**

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

**6 weights:**

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

**2 weights:**

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

**C3. Team Members’ References max. 45 weights**

Number of weights gained based on criteria sub-elements C3.1 and C3.2 is being summed up in order to calculate total number of weights for the element of criteria C3. Team Members’ References.

**Definitions:**

“STKP”: similar stakeholder management strategy project, covering strategy development and dialogue with at least the following stakeholders: employees, unions, customers, and government/regulator. Development and/or implementation of major strategic recommendations related to company’s stakeholder positioning.

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

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

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

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

Number of references: maximum number of references is five for Project Supervisor, i.e. two references for Corporate Expert, as well as Project Manager.

STKEXP: work experience related to stakeholder management (mapping, strategy, tactics, dialogue,…) such as stakeholder management projects, dialogue with stakeholders, work in corporate affairs department, corporate communication, etc.

Experts: common noun for Project Supervisor, Project Management, Corporate Expert and Project Consultant.

C-Level Positions: CEO, COO, CFO, Chief Strategy Officer, Chief Restructuring Officer, etc. These are top level managerial positions, so the title can also be General Manager for instance instead of a CEO, but do not include positions in HR or Corporate Affairs.

Proposed team: includes all team members regardless of the engagement time

Team Member: has at least 30 man-days engagement time.

**C3.1. Senior Team Members’ Qualifications max. 25 weights**

Overview of similar stakeholder management strategy projects in Reference Region of Central and South-East Europe (see list of countries above) and Europe.

In order to receive a full score for a given category, the Tenderer needs to fulfill each individual as well as all conditions listed in the given category, i.e., for each Project Supervisor, Project Manager, Corporate Expert and Project Consultant (together referred to as: Experts).

Participation in STKP of Project Supervisor, Project Manager, i.e. participation and management in STKP of Corporate Expert, may have achieved as employees in some of the consulting companies or as external consultants.

**Scoring:**

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**25 weights:**

**Project Supervisor:**

Project Supervisor has minimum 12 years of professional experience, of which minimum 8 years in STKEXP and at least 3 years STKEXP in RR. Participated in at least 5 STKPs in RREU (3 RR).

**Corporate Expert:**

Corporate Expert has minimum 20 years of professional experience in the given field, and he/she spent minimum 5 years in C-level positions. He/she led at least one STKP in RR and participated in at least 2 STKPs in RR of major reorganizational change where he/she negotiated directly with stakeholders including specifically Government/regulators and unions/employees.

**Project Manager:**

Project Manager has minimum 10 years of professional experience of which minimum 5 years in STKEXP and at least 2 years STKEXP in RR. Participated in at least 2 STKPs in RR.

**Project Consultant:**

Project Consultant has minimum 6 years of professional experience of which [minimum 2 years in STKEXP] OR [minimum 4 years in management consulting] OR [minimum 4 years in project management].

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**20 weights:**

**Project Supervisor:**

Project Supervisor has minimum 10 years of professional experience, of which minimum 6 years in STKEXP and at least 3 years STKEXP in RR. Participated in at least 4 STKPs in RREU (2 RR).

**Corporate Expert:**

Corporate Expert has minimum 20 years of professional experience in the given field, and he/she spent minimum 5 years in C-level positions or [as Head of Department in corporate development/strategy of corporate communication but not HR]. He/she led at least one STKP in RR and participated in at least 2 STKPs in RREU (1RR) of major reorganizational change where he/she negotiated directly with stakeholders including specifically Government/regulators and unions/employees.

**Project Manager:**

Project Manager has minimum 8 years of professional experience of which minimum 4 years in STKEXP and at least 2 years STKEXP in RR. Participated in at least 2 STKPs in RREU (1 RR).

**Project Consultant:**

Project Consultant has minimum 6 years of professional experience of which [minimum 2 years in STKEXP] OR [minimum 3 years in management consulting] OR [minimum 3 years in project management].

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**15 weights:**

**Project Supervisor:**

Project Supervisor has minimum 9 years of professional experience, of which minimum 6 years in STKEXP and at least 3 years STKEXP in RR. Participated in at least 3 STKPs in RREU (1 RR).

**Corporate Expert:**

Corporate Expert has minimum 15 years of professional work experience, and he/she spent minimum 5 years in C-level positions or [as Head of Department in corporate development/strategy or corporate communication or HR]. Led at least one STKP in RREU and participated in at least one other STKP of major reorganizational change where he/she negotiated directly with stakeholders including specifically government/regulators and unions/employees.

**Project Manager:**

Project Manager has minimum 8 years of professional experience of which minimum 4 years in STKEXP. Participated in at least 2 STKPs in RREU.

**Project Consultant:**

Project Consultant has minimum 5 years of professional experience of which [minimum 1 year in STKEXP] OR [minimum 2 years in management consulting] OR [minimum 2 years in project management].

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**10 weights:**

**Project Supervisor:**

Project Supervisor has minimum 8 years of professional experience, of which minimum 5 years in STKEXP. Participated in at least 2 STKPs in RREU.

**Corporate Expert:**

Corporate Expert has minimum 15 years of professional work experience, and he/she spent minimum 5 years in C-level positions or [as Head of Department in corporate development/strategy or corporate communication or HR]. Participated in at least 2 STKPs of major reorganizational change where he/she negotiated directly with stakeholders including specifically government/regulators and unions/employees.

**Project Manager:**

Project Manager has minimum 8 years of professional experience of which minimum 4 years in STKEXP. Participated in at least 2 STKPs in RREU.

**Project Consultant:**

Project Consultant has minimum 4 years of professional experience of which [minimum 1 year in STKEXP] OR [minimum 2 years in management consulting] OR [minimum 2 years in project management].

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**Evidence:**

Tender evaluation under criterion sub-element C3.1 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 further evidence for the personal references of Project Supervisor which are listed in his/her CV, the Tenderer shall also submit in a tender one personal reference (out of maximum five in the CV) from previous employer(s) in Form 7.2 of the Tender Documents or form that has the same content as Form 7.2.

As further evidence for the personal references of Corporate Expert which are listed in his/her CV, the Tenderer shall also submit in a tender one personal reference (out of maximum three in the CV) from previous employer(s) in Form 7.2 of the Tender Documents or form that has the same content as Form 7.2.

As further evidence for the personal references of Project Manager which are listed in his/her CV, the Tenderer shall also submit in tender two personal references (out of maximum two in the CV) from previous employer(s) in Form 7.2 of the Tender Documents or form that has the same content as Form 7.2.

The personal references for Project Supervisor, Corporate Expert and Project Manager must include the following items at least: previous Employer (name, address, phone, e-mail, contact person), name of the team member to whom the reference is being issued, type and description of services executed; the role in the team, services execution period, where the services were executed, signature of the previous Client/Employer authorized person and stamp.

Exceptionally, personal references do not have to be stamped, if the previous Employer does not use the stamp at all or in certain cases, and in accordance with the regulations of the country where it has the seat or internal acts of the Employer. If the Tenderer submits a personal reference in his/her tender that is not stamped by the previous Client/Employer, the Employer retains the right to check them in accordance with the Tender Documents and the Law.

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.

Tender evaluation under criterion sub-element C3.1 shall be performed only in accordance with given descriptions and given weights for them, so it is not possible to combine elements regarding Experts, their years of experience, number of reference projects in order to obtain certain number of weights that were not envisaged for this criterion sub-element.

In the event when the Tenderer is legal entity, all Experts whose experience is the subject of evaluation under this criterion sub-element must be employed or contractually engaged by the Tenderer, or by one of the members of the group of Tenderers that submits a 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 Team Expertise max. 20 weights**

Numberof points gained based on the criterion sub-element C3.2 is being summed up in order to calculate total number of points for criterion sub-element C3.2. Team members’ references.

**Scoring:**

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**C3.2.1 Corporate Reorganization Qualifications max 8 weights**

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Team members may have participated in stated projects (“STKP”) as employees in one of the consulting companies or as external consultants.

**Corporate Reorganization max 4 weights**

**4 weights:** at least two team members have participated in stakeholder management strategy and execution of significant corporate reorganization project including implementation of change management for employees and managers.

**Evidence:**

CV and personal reference from previous employer(s) for each of the two team members

**Corporate Size max 4 weights**

**4 weights:** at least two team members participated in creating and executing stakeholder management strategy within a corporation with more than 10,000 employees.

**2 weights:** [at least two team members participated in creating and executing stakeholder management strategy within a corporation with more than 3,000 employees] OR [at least one team member in creating and executing stakeholder management strategy within a corporation with more than 5,000 employees]

**Evidence:**

CV and personal reference from previous employer(s) for each team member used for tender evaluation, i.e. personal reference for each of the two team members unless related to scoring (Corporate Size) for 2 points in which case, reference is required only for one member.

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**C3.2.2 Serbian Qualifications max 6 weights**

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**Serbian Language max 3 weights**

**3 weights:** at least one team member speaks native Serbian and fluent English, and this team member must have at least [five years of professional experience plus a graduate degree] OR [eight years of professional experience]

**Evidence:**

Team member’s CV along with the signed statement given under substantive and criminal liability that "undersigned is a native Serbian speaker and speaks English fluently".

**Serbian Project max 3 weights**

**3 weights:** at least one team member worked on one stakeholder management project (“STKP”) in Serbia, such project EITHER [involved significant transformation change in the organization] OR [involved high degree of communication with the government institutions].

**Evidence:**

CV and personal reference for the team member from previous employer.

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**C3.2.3 Government/EU Qualifications max 6 weights**

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**EU Institutions max 3 weights**

**3 weights:** at least one team member has stakeholder management strategy experience in working directly with European Union Institutions (European Parliament, Council of the European Union, European Commission)

**Evidence:**

CV.

**High-level government communication max 3 weights**

**3 weights:** at least one team member has communication/PR experience working within a high-level government institution (parliament, ministries, and cabinets) or advising a high-level government position/department.

**Evidence:**

CV.

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**Evidence:**

Tender evaluation under criterion sub-element C3.2. 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.

The personal references for Project Supervisor, Corporate Expert and Project Manager must include the following items at least: previous Employer (name, address, phone, e-mail, contact person, number of employees), name of the team member to whom the reference is being issued, type and description of services executed; the role in the team, services execution period, where the services were executed, signature of the previous Client/Employer authorized person and stamp.

Exceptionally, personal references do not have to be stamped, if the previous Employer does not use the stamp at all or in certain cases, and in accordance with the regulations of the country where it has the seat or internal acts of the Employer. If the Tenderer submits a personal reference in his/her tender that is not stamped by the previous Client/Employer, the Employer retains the right to check them in accordance with the Tender Documents and the Law.

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.

Tender evaluation under criterion sub-element C3.2 shall be performed only in accordance with given descriptions and given weights for them, so it is not possible to combine elements in order to obtain certain number of weights that were not envisaged for this criterion sub-element.

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

Besides CVs of the members of the team 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.

**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)

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## 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.

In the Form of Costs for Tender preparation costs for producing sample or model to the Tenderer may be shown, if these were made in compliance with the technical specifications of the Employer, and expenses for acquiring security instruments.

## 3.25 PRICE STRUCTURE FORM

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

## 3.26 MODEL CONTRACT

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

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

## 3.27 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.

## 3.28 DATA ON CONTENT OF THE TENDER

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

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

## 3.29 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.82/13/DEFP“.

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

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

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

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

The claimant shall pay the tax in the amount of RSD 80,000.00 to the account of the budget of the Republic of Serbia (№ 840-742221843-57, payment code 153, number reference: 97 50-016; remittance purpose: Republic Administrative Fee, Public Procurement № PP. No.82/13/DEFP“. Beneficiary: the budget of the Republic of Serbia).

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

## MANDATORY CONDITIONS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE

In public procurement procedure the Tenderer has to prove that:

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

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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*
* *Extract from criminal records of the special department (for organized crime) of Higher Court in Belgrade*
* *Certificate from criminal records of Police Administration of the Ministry of Interior for its legal representative – request for issuance of this certificate might be submitted by place of birth or by residence.*

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

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

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

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

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

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

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

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

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Entrepreneur:

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

For domestic Tenderers:

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

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

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

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

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

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

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

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Natural person:

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

For domestic Tenderers:

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

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

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

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

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

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

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

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

* 1. **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.

* 1. **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, on its behalf.

* 1. **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 fulfilment of mandatory conditions when submitting tender. Bidders Register is available on the web page of Business Registers Agency.

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

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

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

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

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

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

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

## 5.1 SUBJECT OF THE INVITATION

**Subject of the invitation** to tender submissionare consulting services “Stakeholder Engagement Strategy".

## 5.2 TERMS OF REFERENCE:

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

**A. Introduction**

Public Enterprise Electric Power Industry of Serbia (PE EPS), a state-owned electricity company, is undertaking major reorganization effort to transform itself into an efficient regional market player able to compete in the soon to be fully liberalized Serbian electricity market. PE EPS is a parent company with 13 subsidiaries (7 in production, 5 in distribution and one supplier). Electric Power Industry of Serbia (EPS) comprises of the parent company JP EPS and its 13 subsidiaries.

Regulatory reforms along with increased competition and integration of EPS into the regional market represents a big challenge for EPS. On the other hand, organizational restructuring and substantive performance improvement opens opportunities for EPS to become one of the leading electric power companies in the region.

In November 2012, Serbian Government adopted a Framework for Reorganization of EPS, which among other things, calls for:

* Change of legal form of PE EPS into a joint stock company EPS AD whose only shareholder at the time of legal form transformation would be the state (currently PE EPS is 100% state owned)
* Clear delineation of EPS activities between market activities (production, sales, and trading of electricity) and activities of public interest (to be organized through one Distribution Systems Operator (DSO) and one Public Supplier (PS) of electricity)
* Centralization of activities such as finance, legal, IT, and others with the goal of achieving profitable EPS at the consolidated level
* EPS to obtain ownership rights over the distribution network assets as well as production assets

The restructuring of EPS started with the adoption of the 2004 Energy Law, the establishment of the Energy Agency of the Republic of Serbia (AERS), unbundling of the Transmission System Operator (TSO) into a separate enterprise and the divestment of some of the non-core activities. During 2013. EPS has created Public Supplier (PS) and has started an unbundling process of Distribution System Operator (DSO). Although this represents a significant progress, much of the most important work remains to be done including: meeting liberalization requirements of the 2011 Energy law; corporatization and centralization of governance and business processes; performance improvement through operational restructuring; improved corporate image and communication with the various stakeholders.

To facilitate this process and enable efficient implementation, it is necessary to engage professional consultancy assistance, to work together with EPS management.

**B. Company Overview**

EPS is currently the only electricity producer in Serbia, if one disregards relatively small electricity generation primarily of industrial plants for their own needs and small renewable producers. It is expected that with the market liberalization, other companies would enter the production market in Serbia in the future (production of electricity is competitive market according to the Energy Law of 2011 and competitive environment is in line with Government’s energy strategy to 2015).

EPS has installed capacity of 7,124 MW, excluding Kosovo and Metohija:

1. Coal fired thermal power plants (18 units of various capacity)…………………………… 3,936 MW

2. Gas and liquid fuel fired combined heat and power plants (CHPs) (6 units)…………… 353 MW

3. Run - of - river hydro power plants (HPPs) (31 units) …………………………………….. 1,850 MW

4. Reservoir HPPs (17 units) ……………………………………………………………..…….. 371 MW

5. Pumped-storage HPPs (2 units) …………………………………………………………….. 614 MW

In 2011, EPS produced 36,050 GWh of electricity and 40.3m tons of coal, mostly used in its own power plants. In addition to electricity and coal production, EPS distributes electricity to some 3.5 million consumers, and also performs electricity trading.

As a parent company, EPS has under the compliance of the Government of Serbia, founded 13 subsidiaries, of which 7 are generation and mining subsidiaries: Kolubara Mining Basin, Djerdap HPP, Drinsko - Limske HPPs, Nikola Tesla TPPs, Kostolac TPPs and OCMs, Panonske CHPs, and EPS Renewables, another 5 are distribution companies with the head offices at Novi Sad (Elektrovojvodina), Belgrade (Elektrodistribucija Beograd), Kraljevo (Elektrosrbija), Nis (ED Jugoistok) and Kragujevac (ED Centar) and the last one is public supplier (PS) EPS Snabdevanje. EPS together with these 13 subsidiaries has around 30,000 employees currently.

In February of this year, board approved establishment of company EPS Supplier which has taken on the activity of public supply (Public Supplier or PS). The process of PS’s full operation ability is ongoing and is covered by unbundling project.

In addition, PE EPS has founding rights over the three state electric power enterprises in the Kosovo and Metohija (KiM) territory with approximately 4,900 employees. Since July 1999, EPS has not been able to use and operate the power and mining capacities in KiM.

**C. Strategic Projects**

EPS plans to undertake three key strategic initiatives in 2013:

1. Defining Long-Term Strategy,
2. Implementation of Unbundling of Distribution and Supply, and
3. Corporate Reorganization

These projects should define the future strategy, enable EPS to meet regulatory and legal unbundling requirements, and at the same time take the necessary reorganization steps toward becoming an efficiently run company. Due to the size and complexity of these projects, each of them requires hiring consultants with relevant expertise. Each project would necessitate a separate Project Team comprised of project-specific EPS staff and expert consultants, which will be overseen by the centralized PMO.

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| Chart: Indicative scope for each of the three strategic projects: Strategy, Unbundling and Reorganization |
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In order to keep the projects somewhat distinct and separated from each other, Unbundling will be focused on current five Distribution subsidiaries, while Reorganization will be focused on HQ and seven Generation & Mining subsidiaries. Strategy Project will at the high-level look at the company as a whole with emphasis on generation asset development.

**D. Contract Description and Deliverables**

**Introduction**

EPS is at the beginning of a complex transformation. At its end the Company aims to become a corporate leader in the Balkans and respected player in Europe’s energy community. As in any change of this magnitude a well-planned and orchestrated stakeholder engagement strategy is needed. It is imperative for internal and external stakeholders to be informed of the Company goals and steps to achieve them. The Company must obtain a buy-in of key stakeholders who must not only have a clear visibility but also must support the Company along the way.

Major stakeholders such as the Government of Serbia with all its involved departments and agencies, European Union and its involved branches, departments and agencies, all Serbian political parties, Serbian and European media, clients, suppliers, employees, the energy community and above all, Serbian people who are also the company’s consumers need to have a very good understanding of the Company transformation strategy. It is important that they are involved in a wider dialogue on the transformation opportunities as well as issues and constraints.

A dialogue with stakeholders is fundamental to the EPS strategy implementation, which if managed successfully shall transform the Company into a respected and competitive energy sector player on the continent.

The proposals should take into account EPS current internal (finance, governance, employee, asset) and external (regulatory, political, environmental) position, and potential issues affecting the transformation, and suggest measures for mitigating these issues. The analysis should also take into account the planned change of EPS legal form from Public Company to Joint Stock Company and the unbundling of distribution and sales. Finally, consultant should help assure the buy-in from the owner (ministry of energy as well as other relevant government bodies) for the proposed strategy.

The following tables describe modules and work packages, and corresponding milestones that conclude each module. Some of the tasks may appear in multiple modules in sometimes slightly different forms, and hence can be performed only once with attention being paid to include all different forms/questions into such task.

Consultant is expected to provide relevant excel models and the back-up materials / sources for each analysis that pertains and influences the results shown in the consultant’s Final Report (what is the source of data used in the analysis, how it is calculated, research publications (if proprietary research please state name and date of the publication) etc.).

Materials will need to be translated by EPS staff into Serbian language. It is a requirement hence that consultant provides documents in its original and editable digital form (i.e., PowerPoint, Word, Excel) so that translation can be done directly in the document without changing the look and feel of the consultant’s original document.

Expertise

• Sound expertise in development and implementation of stakeholder engagement strategies at national levels (details should be provided on the number, types and geography of the projects implemented);

• International, preferably EU experience in stakeholder management;

• Experience in working with state-owned companies during the period of transformation; experience of working for Serbian state companies is a strong plus;

• Experience in working for companies in complex markets and politically exposed environments in which especially engagement with government stakeholders is crucial;

• Excellent educational background of consultants (graduate degrees from prestigious universities in the E.U. or U.S. are welcome);

• Ability to communicate in Serbian and English fluently;

• Proven ability to set up partnerships and coordinate effectively with other consulting companies responsible for other transformation tasks.

**1. Module:** **Key Issues Analysis**

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| **1.1. Key Issues Analysis** | |
| **Objective and description of task** | Provide analysis of current business position (“Where are we now?”) and create the necessary information base for definition of the strategy. Summarize findings in a structured form that lists strategic challenges and opportunities for EPS in the short-term during the transformation , with an outlook on medium term perspectives. The Module's activities should include:  **A. Internal preparatory work and staff training**  Description should be provided to what preparatory work should be carried out before the Strategy development commences, outlining engagement strategies to gain buy-in of EPS internal stakeholders and staff. Assess readiness of the organization, its culture, its employees and its stakeholders for change.  **B. Stakeholder mapping and classification both in Serbia and EU; stakeholder risk analysis and mitigation plans - short to medium term (risk map)**  Suggested instruments for stakeholder mapping and classification should be outlined together with approaches to stakeholder engagement risk analysis and risk mitigation plans. |
| **Scope** | EPS Group |
| **Deliverables** | Documents and activities:   * Description of and set up of initial organizational and staff resources required for successful preparation and kick-off of the project * Initial staff training (workshops and materials), introduction to the project and introduction to the key concepts of a stakeholder strategy * Assessment of EPS current stakeholder situation, with stakeholder map including risk analysis and mitigation plans for each stakeholder category |
| **Role of Consultant** | Execution of analysis, workshops, and development of necessary documentation. Presentation of summary findings and recommendations to EPS' decision makers and relevant stakeholders |

**2. Module: Strategy Development**

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| **2.1. Strategy Development** | |
| **Objective and description of task** | The Stakeholder Engagement Strategy proposals should include description of approaches for the development of the following components:  **A. Stratified and phased stakeholder engagement strategy**  The process of creating a stakeholder engagement strategy should be outlined in greater detail, including suggested timeframe and stratification approach.  **B. Stakeholder dialogue**  Stakeholder dialogue should be the corner stone of the proposal. Proposal for the dialogues should include but should not be limited to the suggested time framework, details for each phase of the dialogues with expected results, benefits of having a dialogue, suggested verification mechanisms and ideas on independent dialogues facilitators. Details should also be provided on the types and amount of internal senior stakeholders training needed and capabilities to deliver such trainings. Finally, depending on the approach chosen, stakeholder dialogue may be facilitated by independent facilitator and/or process auditor.  **C. Change Management**  EPS employees and management, as well as other stakeholders are facing fundamental transformation of how the organization operates internally and externally. Consultant should address this issue in a systematic way, with focus on internal stakeholders.   * Define processes, tools and techniques for managing the people-side of change. * Provide methods and tools for reducing and managing resistance to change. * Assist in building vision, direction, and case for change (“to-be” organization) * Assist in enabling sustainable change management |
| **Scope** | EPS Group |
| **Deliverables** | Documents and activities:   * Document with defined EPS stakeholder engagement strategy with approach and timeframe for implementation * Document outlining principles of Stakeholder Dialogue based on the previously defined strategy * Document and tools for change management for internal stakeholders |
| **Role of Consultant** | Execution of analysis, workshops, and development of necessary documentation. Presentation of summary findings and recommendations to EPS' decision makers and relevant stakeholders |

**3. Module: Implementation**

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| **3.1. Implementation** | |
| **Objective and description of task** | Provide project management support and strategic and tactical approaches to implementation of the stakeholder strategy, including:  **A. Implementation of stakeholder engagement strategy and dialogue action plans**  Implementation stage should be spelled out in detail with the step-by-step description of the process focusing on the amount of time and commitment needed on behalf of the internal stakeholders and clearly outlining the role of the consultants in the project.  **B. Strategic/tactical advice and guidance throughout the strategy implementation including the production of the Stakeholder Report**  Detailed outline should be provided of the type of guidance and advice the client is to expect from the consultants, including ad-hoc tactical support. A detailed description of what the finalised stakeholder dialogue report should look like (look & feel, chapters, key messages, analysis, verification) and how this report should be used by EPS.  **C. Suggested reporting and project evaluation approaches**  Proposal should detail how the consultants will report to EPS on project progress and a suggested evaluation approach. If different from reporting by the consultant, a separate evaluation criteria (KPIs) should be defined for future internal monitoring of stakeholder management, once the consultant has completed the project. |
| **Scope** | EPS Group |
| **Deliverables** | Documents and activities:   * Create project implementation roadmap and assist in execution of the roadmap * Provide strategic advice during the implementation as well as ad-hoc tactical advice in accordance with the need to fully cover stakeholder issues as they arise * Detailed guidelines for preparation of the Stakeholder Report * Set up of project evaluation and reporting procedures (particular to the project). Set up of evaluation and reporting on stakeholder management process (in general, to be adopted by EPS) * During implementation consultant is expected to perform following activites (not all inclusive list): * to have one person available at all times (365/7/24) for ad-hoc support * identifiy and manage (un)anticipated risks and resistance * support communication efforts with both internal and external stakeholders * coach and train EPS staff |
| **Role of Consultant** | Execution of analysis, workshops, and development of necessary documentation. Presentation of summary findings and recommendations to EPS' decision makers and relevant stakeholders |

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| **3.2. Project Handover and Know-How Transfer** | |
| **Objective and description of task** | Definition of a transfer plan of the project in a manner which ensures sustainable future operation of stakeholder management |
| **Scope** | EPS Group |
| **Deliverables** | Documents and activities:   * Transfer plan to ensure the shift of capability from the consultant to EPS * Ensure that the know-how is acquired and adopted by key EPS representatives, including guidance on creation of the Stakeholder Report * If business reality and circumstances prove a requirement for a second phase of stakeholder management beyond the current project, prepare an outline for the scope of the second phase |
| **Role of Consultant** | Definition of transfer plan, documentation of PMO, securing know-how transfer |

# 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

**STATEMENT**

**ON INDIVIDUAL TENDER**

as the Tenderer

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

WE S T A T E

under full substantive and criminal liability that

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

(*full name and seat*)

shall submit (joint) Tender in open procedure of public procurement No.82/13/DEFP, Employer – Javno preduzeće “Elektroprivreda Srbije”, submit independently, without agreement with other Tenderers or interested parties.

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| Date: | L.S. | Tenderer: |
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***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 “Stakeholder Engagement Strategy“ published on 15.11.2013 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** | 82/13/DEFP |

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

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

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

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

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| **PHONE NUMBER** |  |

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

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

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

*(indicate the payment method and conditions)*

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

*(indicate the completion period)*

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

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

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

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

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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: |
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**FORM 4**

**SERVICE EXECUTION TIME SCHEDULE**

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **N°** | **Activity** 1 | **Months** | | | | | | | |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | |
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| н |  |  |  |  |  |  |  |  |  | |

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

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

**FORM 5**

**PRICE STRUCTURE**

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

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

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

***Instruction:***

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

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

**FORM 6**

# MODEL CONTRACT

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

**CONTRACTING PARTIES**:

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

and

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

(hereinafter jointly referred to as: contracting parties)

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

**CONSULTANCY SERVICES CONTRACT**

**WHEREAS:**

* The Employer published a Procurement Notice for the consultancy services procurement procedure ”Stakeholder Engagement Strategy“ on \_\_\_\_\_\_\_\_ 2013. on the Public Procurement Portal and the website of the Employer;
* The Employer executed an open public procurement procedure, pursuant to Article 32 of the Public Procurement Act, to procure the services under a public procurement No. 82/13/DEFP;
* The Invitation to Tender regarding the subject public procurement was published on \_\_\_\_\_\_\_\_ 2013. on the Public Procurement Portal, Portal official gazettes and databases of legislation of the Republic of Serbia and the website of the Employer;
* The Service Provider’s tender under an open procedure that is filed in PE EPS under No. \_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_ 2013. fully corresponds to the Employer’s requirements stated under the Invitation and the Tender documents;
* The Employer has on the basis of the Service Provider’s tender and the Decision on contract awarding, selected the Service Provider to implement the following consultancy services: ” Stakeholder Engagement Strategy”

**Article 1**

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

**Article 2**

The consultancy services value stipulated under Article 1 hereof is fixed and it amounts to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in letters: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) \_\_\_\_\_\_\_\_ (*RSD/EUR*).

Price specified in paragraph 1 hereof is stated without VAT.

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

**Article 3**

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

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

**Article 4**

Addresses of Contracting Parties are as follows:

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

Address: Carice Milice St. № 2

11000 Belgrade

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

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

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

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

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

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

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

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

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

**Article 5**

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

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

Payment shall be executed on the basis of a submitted invoice and individual reports on services provided that are each submitted in three copies and are each endorsed by the authorised person of the Employer and of the Service Provider, confirming that stated services have actually been executed. In contrary, if stated services have not been executed to the full extent, the Employer shall pay to the Service Provider only for the indisputably executed services, i.e. shall pay only the amount that is justifiable.

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

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

Final payment for the consultancy services stipulated under Article 1 hereof shall be made within 45 days at the latest from the day of the approval of Final Report describing the implementation of all activities stipulated under Annex 2 hereof by the Employer and endorsement of the invoice by the authorised representative of the Employer.

**Article 6**

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

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

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

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

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

* Within 30 days from the day of the approval of each individual monthly report on executed services and of the endorsement of the invoice (collectively) by the Employer, and maximum up to **90% (ninety percent)** of the total consultancy services value stipulated under Article 2 hereof, based on monthly invoices, which are endorsed together with the accompanying monthly report,
* Within 45 days from the day of the approval of Final Report and endorsement of the invoice (collectively) by the Employer, 10% (ten percent) of the total consultancy service value stipulated under Article 2 hereof, based on the accepted Final Report describing the implementation of all activities established in Annex 1 hereof.

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

* \_\_\_% against interest-free advance payment, within 10 days from the submission of advance payment guarantee to the Employer.
* **80 - 90% (eighty to ninety percent)** depending on the level of the requested advance payment, of the total value of consulting services stipulated under Article 2 hereof based on each individual monthly report, within 30 days from the day of the approval of each individual monthly report on executed services and endorsement of the invoice (collectively) by the Employer, based on monthly invoices, which are endorsed together with the accompanying monthly report.
* **10% (ten percent)** of the total value of consulting services stipulated under Article 2, within 45 days from the day of the approval of Final Report and endorsement of the invoice (collectively) by the Employer, based on the accepted Final Report describing the implementation of all activities established in Annex 1 hereof.

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

**Article 7**

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

**Article 8**

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

**Article 9**

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

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

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

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

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

**Article 10**

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

Insurance specified in paragraph 1 hereof shall be maintained by the Service Provider at its own expense, with sum of insurance in the amount of 10% of the contract value excluding VAT.

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

**Article 11**

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

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

**Article 12**

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

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

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

**Article 13**

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

**Article 14**

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

**Article 15**

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

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

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

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

**Article 16**

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

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

**Article 17**

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

**Article 18**

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

**Article 19**

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

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

**Article 20**

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

**Article 21**

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

**Article 22**

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

**Article 23**

Integral parts of this Contract:

Annex 1 Tender Documentation;

Annex 2 Description and type of service;

Annexes from the Service Provider's Tender:

Annex 3 Service Execution Time Schedule (Form 9 of the Tender);

Annex 4 List of Consultant’s Staff (Form 7 of the Tender) with Staff’s Statements on Availability;

Annex 5 Price Structure (Form 10 of the Tender);

and

Annex 6 (Contract on joint provision of the services, *(note: it shall be stated in the text of the Contract in the event of joint Tender) )*.

**Article 24**

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

**SERVICE PROVIDER EMPLOYER**

**Name JP “Elektroprivreda Srbije“**

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

name and surname Aleksandar Obradović

position Acting Director

**ANNEX 1 TO THE CONTRACT**

**TENDER DOCUMENTATION**

**ANNEX 2 TO THE CONTRACT**

**DESCRIPTION AND TYPE OF SERVICE**

Terms of Reference in accordance with point IV.2 of the Tender Documents.

**ANNEX 3 TO THE CONTRACT**

**SERVICE EXECUTION TIME SCHEDULE**

**ANNEX 4 TO THE CONTRACT**

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

**4 – А: Project Implementation**

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

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

**„\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_“**

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

I hereby confirm that I am not engaged on any other project/activity in the manner which would prevent me from the performance of consultancy services, and that I am familiar with the provisions on data confidentiality under Article 12 of the Consultancy Services Contract.

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

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

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

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

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

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

**ANNEX 5 TO THE CONTRACT**

**PRICE STRUCTURE**

**ANNEX 6 TO THE CONTRACT**

**CONTRACT ON JOINT SERVICE EXECUTION**

**FORM 7**

**QUALIFICATION STRUCTURE, POSITION AND TEAM MEMBER ENGAGEMENT TIME**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No**. | **Name and surname** | **Qualification/position** | **Field covered by the function performed under the subject procurement** | **Time of engagement as per Work Plan**  **(Total Man-days, on-site, off-site** |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| n |  |  |  |  |

|  |  |  |
| --- | --- | --- |
| 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** | **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** |  |
| **Authorized person and position at Employer** |  |
| **Number of employees** |  |

**P R O F E S S I O N A L R E F E R E N C E**

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

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

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

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

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 work experience was obtained** (list of countries): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

**11. Professional experience** **in the field of stakeholder management** STKEXP (filled in by Project Supervisor, Project Manager and Project Consultant)

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

**12. Professional experience in the field of corporate business operation** (filled in by Expert in the field of corporate business operation)

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

**13. Previous experience in STKP** (similar projects of stakeholder management strategy)

|  |  |
| --- | --- |
| Name of the project: |  |
| Year: |  |
| Place: |  |
| Client: |  |
| Main project characteristics: |  |
| Position: |  |
| Performed activities: |  |

**14.** Stakeholder management strategy experience in working directly with European Union Institutions (European Parliament, Council of the European Union, European Commission)(filled in by team member):

|  |  |
| --- | --- |
| Name of the project: |  |
| Year: |  |
| Place: |  |
| European Union Institution |  |
| Main project characteristics: |  |
| Position: |  |
| Performed activities: |  |

**15.** Communication/PR experience working within a high-level government institution (parliament, ministries, and cabinets) or advising a high-level government position/department. (filled in by team member):

|  |  |
| --- | --- |
| Name of the project: |  |
| Year: |  |
| Place: |  |
| High-level government institution |  |
| Main project characteristics: |  |
| Position: |  |
| Performed activities: |  |

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

Date: [day/month/year]

[*signature*]

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

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

In accordance with Article 88 of the Public Procurement Law (“Official Gazette of RS“ no. 124/12) we give the following:

**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.