

**EMPLOYER**

**PUBLIC ENTERPRISE ELECTRIC POWER INDUSTRY OF SERBIA**

**Carice Milice 2**

**Beograd**

**THIRD AMENDMENT**

**(consolidated version)**

**TENDER DOCUMENTS**

**FOR THE PUBLIC PROCUREMENT OF GOODS**

**“CENTRAL DISPATCHING SYSTEM – CENTRAL PLANNING SYSTEM**

**PHASES 1 AND 2”**

**- UNDER AN OPEN PROCEDURE -**

**PUBLIC PROCUREMENT 1000/0154/2016**

**(No. 12.01.43999/9-17 од 27.09.2017.)**

Pursuant to Article 63, paragraph 1, and Article 54 of the Public Procurement Law (“Official Gazette of RS”, no. 124/12, 14/15 and 68/15), Article 2 of the Rulebook on Mandatory Elements of Tender Documents in Public Procurement Procedures and on Manner of Proving Fulfilment of Requirements (“Official Gazette of RS”, no. 86/2015), for which the Invitation to Tender with the Tender Documents was published on PP Portal and website of the Employer on 26th October 2016, and Invitation to Tender was published in the Official Gazette and base of regulations, we have prepared the following:

**THIRD AMENDMENT**

**TO TENDER DOCUMENTS**

**(consolidated version)**

**for the public procurement of goods**

**“CENTRAL DISPATCHING SYSTEM – CENTRAL PLANNING SYSTEM**

**PHASES 1 AND 2”**

**PUBLIC PROCUREMENT 1000/0154/2016**

Acting under the Decision of the Republic Commission for the Protection of Rights in Public Procurements Procedures no. 4-00-1579/2016 dated 7th March 2017, the above mentioned Third Amendment to Tender Documents (consolidated version) has been presented below.

This Amendment to Tender Documents is published on the Public Procurement Portal and website of the Employer.

Public Procurement Committee

No. 1000/0154/2016

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1. **GENERAL PUBLIC PROCUREMENT DATA**

|  |  |
| --- | --- |
| Employer’s Name and address | Public Enterprise Electric Power Industry of Serbia, Belgrade,  Carice Milice 2, 11000 Belgrade |
| Employer’s Website | [www.eps.rs](http://www.eps.rs/) |
| Subject of the Public Procurement | Procurement of goods “Central Dispatching System – Central Planning System Phases 1 and 2” |
| Description per lots | **Lot 1.** – Central Dispatching System  **Lot 2.** – Central Planning System |
| Contact | Marko Vujaković  e-mail address: [marko.vujakovic@eps.rs](mailto:marko.vujakovic@eps.rs) |

1. **SUBJECT OF THE PUBLIC PROCUREMENT**

**Subject of the Public Procurement** is procurement (supply) of goods, in an open procedure, divided in two lots as follows:

**Lot 1 – Central Dispatching System**

**Lot 2 – Central Planning System**

**2.1 Description of procurement subject, name and designation in the Common Procurement Vocabulary:**

**Lot 1.**

Description of procurement subject: Central Dispatching System

Name in the Common Procurement Vocabulary: Software package and information systems

Designation in the Common Procurement Vocabulary: 48000000-8

**Lot 2.**

Description of procurement subject: Central Planning System

Name in the Common Procurement Vocabulary: Software package and information systems

Designation in the Common Procurement Vocabulary: 48000000-8

Detailed information related to the subject of the procurement are stated in Technical Specifications (Chapter 3 of Tender Documents)

1. **TECHNICAL SPECIFICATION**

(Type, technical characteristics, quality, quantity and description of goods, technical documentation and plans, manner of conducting control and providing guaranty of quality, delivery deadline, point of delivery of the goods, guarantee period, possible additional services, etc.)

**3.1 DEFINITIONS**

This section of the document contains definitions of some abbreviations and/or concepts which are used hereinafter in the whole document.

| Concept | Abbreviated form | Definition |
| --- | --- | --- |
| Central Dispatching System | CDS | IT system for remote monitoring and power generation control of multiple power plants. IT system is located at dispatch center, at company headquarter. |
| Central Planning System | CPS | IT system for planning of power generation. The output of planning process is a schedule of power generation of the units. IT system is located at dispatch center, at company headquarter. |
| Distributed Control System | DCS | Control system for unit control at hydro and thermal power plants. |
| Technical and information system of a power plant | MES generation | System for collection of technical parameters of the units at hydro and thermal power plants. |
| Ancillary Services | AS | Secondary regulation of active power and frequency; tertiary regulation of active power |
| Energy Sector | ENES | Project in the energy sector, defined as a project for electricity or gas utility company. |
| Electricity Sector | ELES | Project for the electricity utility company |
| Information System to Support Sale of Electricity | ISSSE | Information system to support wholesale of electricity |
| CDS Project | CDS Project | Procurement of the Information system to support the electricity planningand dispatch control with the following items to be procured within this tender as one package altogether:  CDS Licenses -Procurement of the licenses of the existing CDS solution with mandatory functionality defined in Section 6 of this document,  CDS Implementation Services -PE EPS analysis of requirements, specifications, and development and implementation of services defined in Section 3 of this document,  Central Dispatching System visualization infrastructure – technical specifications and integration with CDS solution is defined in the Section 3 of this document,  CDS 1year Operation Support -One year operation support of the implemented CDSsolution at PE EPS defined in Section 3 of this document. |
| CPS Project | CPS Project | Procurement of the **Information system to support the electricity generation** **planning** with the following items to be procured within this tender as one package altogether:   * **CPS Licenses -** Procurement of the licenses of CPS solution with the functionality defined in Section 6 of this document, * **CPS Implementation Services -** PE EPS analysis of requirements, specifications, and development and implementation of services defined in Section 3 of this document,   **CPS 1year Operation Support -** One year operation support of the implemented CPSsolution at PE EPS defined in Section 3 of this document. |
|  | KPI | CDS Key Performance Indicators |
| Supervisory Control and Data Acquisition | SCADA | A type of industrial control system (ICS) |
| M/D | M/D | Man/Day |
| CDS Generation management system | GMS | System allowing remote control of generating units as well as archiving and visualization of data related to the generation control and which represents a part of CDS. |
| M/D | M/D | Man/Day |
|  |  |  |
| Regional Scope Definitions |  |  |
| Reference Region | RR | Reference region of Central and Southeast Europe: Albania, Austria, Bulgaria, Bosnia & Herzegovina, Croatia, Czech Republic, Greece, Hungary, Macedonia, Montenegro, Poland, Romania, Serbia, Slovakia, Slovenia, Turkey. |
| Reference Project | RP | Similar system project implemented in Reference Region (RR) states |
| 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. |
| Law on Planning and Construction of the Republic of Serbia (“Official Gazette of RS”, no. 145/2014) | LPC | The applicable law of the Republic of Serbia |
| Remote station for data collection | RTU/DCS | Remote Terminal Unit/Digital Control System |
| Subsystem for data collection from plant | SDC | Combined hardware-software platform for process data collection for needs of PROTIS system |
|  |  |  |
|  |  |  |
| Other Definitions |  |  |
| Numbers |  |  |
| €1m |  | EUR 1,000,000.00 |
| €500k |  | EUR 500,000.00 |
| ‘≥€1m’ |  | Worth at least EUR 1,000,000.00 |
|  | MIO | Million |
| Value of IT Projects (use of numbers in brackets {} ) | ‘≥€1m {300k}’ | The higher number refers to IT project value including services and software, but excluding hardware and the lower value refers to IT services only, excluding both software and hardware. Hence, each ≥€1m {300k} should be read as each ≥€1m (including services and software, excluding hardware) and each ≥€300k (including services only), and so forth. |
| Reference Date Eligibility |  | Time period is 5 years and it is counted from 1st January of the first reference year. “5 years” refers to a period from 1st January 2011 to 31st December 2015. For clarity, the projects in this case must have finished during this period, but not necessarily started after 1st January 2011. |
| Terms of Reference | ToR |  |
| Enterprise Resource Planning | ERP |  |
| Value Added Tax | VAT |  |
| Public Enterprise EPS | PE EPS |  |

**3.2 TERMS OF REFERENCE**

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

3.2.1. Introduction

Public Enterprise Electric Power Industry of Serbia (PE EPS), a state-owned electricity company, is undertaking major reorganization efforts to transform itself into an efficient regional market player able to compete in Serbian electricity market.

Regulatory reforms with increased competition and integration of EPS into regional market represent a great challenge for EPS. On the other hand, organizational restructuring and significant performance improvements open possibilities for EPS to become one of the leading electricity companies in the region.

Restructuring of the Serbian energy market started by adoption of the 2004 Energy Law establishing the Energy Agency of the Republic of Serbia (AERS), unbundling of the Transmission System Operator (TSO) into a separate enterprise and divesting some of the non-core EPS activities. In 2013, a new legal entity EPS Supply was established within the EPS group dealing with electricity supply. After EPS Supply began its performance, distribution and supply activities were legally unbundled. Although this represents a significant progress, much of important work remains to be done including: corporatization and centralization of governance and business processes; performance improvement through operational restructuring; improved corporate image and communication with various stakeholders, etc. All above mentioned is related to downstream of power supply chain in which EPS would like to keep dominant role. In order to secure this position, a few significant changes will be implemented in up stream of power supply chain covered by EPS (power generation) and the meeting point of up and down stream – electricity trade.

Those changes consist of restructuring and tight integration of two key EPS processes:

* real time management of power generation, and
* real time electricity trading.

Design, implementation and execution should be done in situation when:

• all customers except households are obliged to buy electricity on the free market since 1st January 2015.

In addition to own needs to buy and sell electricity, liberalized market will bring EPS increased revenues in specific segments e.g. in system (ancillary) services market.

To facilitate electricity trade processes restructuring in EPS and enable their efficient implementation, it is necessary to engage an external supplier who will provide:

* + - own IT solution (information system) to support electricity planning and dispatching control which functionality fulfils requirements defined in sections 3.2.5 – 3.2.10 and 3.3.1 – 3.3.5 of this document,
    - sufficient experience, understanding of the environment of a large integrated electricity utility (generation, distribution and supply), current electricity market and market trends (including legislation) and sufficient local Serbian resources to:
* Analyze current relevant processes of EPS and define business requirements,
* Implement, customize or further develop existing solution,
* Provide operation support after successful implementation of CDS within EPS,
* Extend CDS solution functionality in EPS and/or integrate it with other systems in future such as ERP solution, electricity trading and risk management, etc.

3.2.2 EPS - Company Overview

EPS as an integrated power utility covers the entire power value chain, from mining, through electricity generation and distribution, up to electricity trading and supply. EPS group dominates the electricity market in Serbia, being the only significant player covering entire lignite production and 99% of power generation in Serbia. EPS also controls distribution system operator in Serbia, as well as its daughter company.

At the same time, EPS should stay flexible enough to respond to new possibilities and pressure of competition. This requires a combination of the following:

* industry overall knowledge,
* strong business processes and
* integrated, adaptable IT systems.

This also requires organizational structure focused on maximum improvement of the value of unique company’s portfolio, skills and market position.

EPS is the only lignite producer in Serbia. The **mining business** consists of 6 mines in Serbia and 3 in Kosovo (those being out of scope of this review). The potential annual production is ~38 m tons. There are two geographic areas with lignite open cast mines, one located in Kolubara and the other in Kostolac. The Kolubara lignite mine's annual production reached nearly 30 m tons in 2012, while Kostolac production was about 8 m tons in the same year. Calorific value of the lignite from Kostolac is higher compared to the one from Kolubara. Excavated lignite varies also by the stripping ratio and overall, the geological conditions for mining vary by each mine significantly, influencing the labor, material, and service intensity needed per ton of lignite in relation to the volumes of mass excavated.

The **generation business** is represented by hydro power plants, lignite-fired thermal power plants, and gas-fired thermal power plants, supplemented with minor renewable energy source projects (solar, wind, and small hydro power plants). EPS has 6 generation subsidiaries and also operates three power plants which it does not own.

The **hydro power plants'** installed capacity represents circa 37% of the total EPS capacities, responsible for generation of about 9.8 TWh in 2012 (29% of total generation). They consist of run-of-river and pump storage facilities within two core HPP systems: HPPs Djerdap (capacity of 1558 MW, generation of 6.8 TWh) and HPPs Drinsko-Limske. (1337 MW capacity and 3 TWh generated in 2012).

**Coal and lignite fired power plants** are responsible for 70% of the power generated in 2012. These consist of two power plant complexes: Firstly, TPPs Nikola Tesla with total capacity of 3380 MW and 19 TWh of power generated in 2012. The complex consists of Nikola Tesla A, Nikola Tesla B, Morava, and Kolubara plants. Secondly, TPPs Kostolac (A and B) with 1007 MW of installed capacity and 5 TWh generated in 2012.

**Gas fired power plants** CHPs Panonske with capacity of 403 MW, which makes about 5% of the total EPS installed capacities, produced only 1% of the total generated electricity in 2012 and accounts for the lowest share in power generation.

In general, the generation fleet of EPS is quite old and particularly the lignite generation fleet will require a number of retrofits, vastly related to the increased environmental requirements related to Serbian attempts to join the European Union.

3.2.3 EPSdispatch scheduling and control system

Main activities of the Department for dispatch scheduling and control of generation (main CDS system):

* Energy planning (from 1 day to 1 hour ahead) of all EPS generation units
* Optimization of power generation mix based on unit costs and availability of capacities
* Planning for balancing market
* Dispatch real time management of power generation
* Real time monitoring and control of all EPS generation units
* Short-term load forecasting on an hourly basis
* Real time imbalance control for EPS as balance responsible party
* Real time control of ancillary services delivery.

Energy and economy planning and system services department main activities (main CPS system user):

* Preparation of electricity portfolio plan for a time of period of up to two years and preparation of amendment to PE EPS electricity portfolio plan,
* Monitoring of implementation of PE EPS electricity portfolio plan,
* Medium-term energy planning (weekly, monthly and on a several months basis),
* Making trading products (sale and purchase) to balance and optimize electricity portfolio on a weekly, monthly, several months and annual basis
* Calculation of minimum sales price of electricity from EPS generation capacities
* Hydrological bases updating for needs of hydro power plants generation planning,
* Planning cost price for electricity generation by balance entities,
* Determine maximum parity cost price of energy sources (coal, gas and fuel oil) on locations of power plants for electricity generation,
* Establishing bases and calculation of parity price of coal for mass consumption, heating energy and process steam,
* Planning necessary physical volume of coal production for electricity generation needs (TPP needs) and sale to industry and mass consumption, all in accordance with coal production capacities, planned availability of thermal units, electricity and coal market status,
* Preparation of draft plan for wholesale of coal, heat and process steam,
* System services planning for needs of transmission system operator in Serbia and for potential sale to transmission system operators in the region,
* Monitoring of energy sources and fuels in thermal power plants,
* Input data updating related to application software used for electricity portfolio planning and management,
* Coordination of operation with divisions for electricity generation and coal production
* Exchange of information with information systems for electricity trade, systems for electricity generation and systems of competent ministry.
* Preparation of annual and monthly business plans of EPS balance group for needs of transmission system operator PE EMS.
* Preparation of rules, instructions and methodologies for needs of electricity portfolio planning and management
* Report development and information preparation related to plan realization

Current technology used on central level at electricity trading headquarters:

* SCADA system for dispatching control – only monitoring without remote control
* HIS – RDBMS for supporting energy planning and energy trading processes
* ISSSE – system SELT Pro for supporting energy planning and energy trading processes
* In house weather forecasting
* In house hydrology forecasting
* In house energy planning (up to 2 years).

Current technology used on level of power plants:

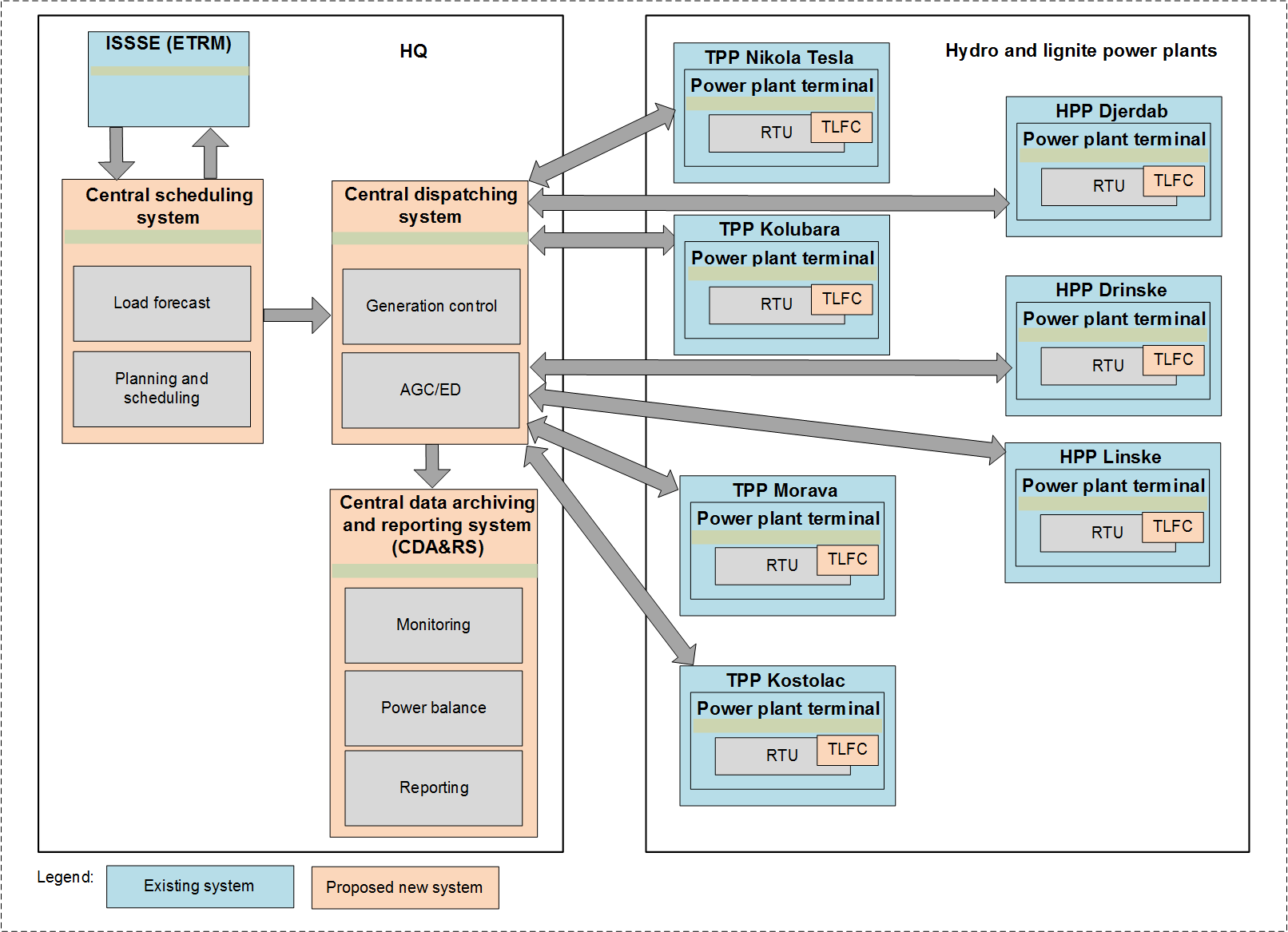
* proprietary developed SCADA/DCS system for local generation control of every power plant
* proprietary developed RTU interface on every power plant for connection with EMS dispatching center

In scope of this project is also analysis of actual state regarding proprietary SCADA and RTU implementation on every power plant and preparing design concept of the power plants interconnection with central control systems based on conclusions of the analysis.

Taking into account history of liberalization process in countries comparable to Serbia, energy planning and dispatching control processes should provide EPS following main competences in the mid-term period:

* Ability to plan long and short-term power generation based on customers' needs,
* Ability to optimize production mix planning based on variable production costs of individual generation units,
* Ability to control and manage each generator in real-time,
* Flexibility of production portfolio reactions to sale and purchase of electricity in real-time under market conditions based on own EPS needs,
* Real-time availability of information about production portfolio capacities and prices as an important input into intra-day trading process,
* Product and service differentiation – ability to offer variety of products and services for different markets/customers (local, external) including ancillary services and balance group control.

To achieve above mentioned competences, energy trading and risk management processes need to be supported by an efficient and comprehensive ISSSE system, CDA&RS, CDS system and CPS system. Anticipated EPS target state (long-term) of ISSSE applications and scope of this public procurement are depicted in the following figure:



\*Note: SDC system hereinabove in the diagram is marked with TLFC – it is not the subject of this procurement

3.2.4. Lot 1 subject

As defined in Section 2.1 of this document, subject of the invitation to the Lot 1 is the CDP Project, which consists of the following items to be procured within this tender as one package:

* CDS Licenses - Procurement of the licenses of CDS solution with the required and mandatory functionality defined in Section 3.2.5 – 3.2.10 of this document,
* CDS Implementation Services – analysis of Employer's requirements, specifications, adjustment of standard CDS solution and/or development and implementation and other services defined in Sections 3.2.5 – 3.2.10 and 3.2.12 of this document,
* CDS infrastructure for visualization of Central Dispatching System – technical specifications and integration with CDS solution is defined in the Section 3.2.14 of this document,
* CDS 1year Operation Support - One year operation support of the implemented CDS solution at the Employer defined in Section - 3.2.13 of this document.

Interface between the new system and power plant will be at the power plant RTU or similar device (local RTU/DCS) and it is not the subject of this Project.

The existing TC system of Employer shall provide the required redundant data transmission from Employer's sub-branches to locations of all generation facilities of Employer, where RTU gateway will be placed.

For CDS purposes, Employer shall provide redundant intercomputer telecommunication connection of the center (Belgrade, Carice Milice 2) with locations of all sub-branches.

Procurement of hardware (hereinafter “HW”), operating systems (hereinafter “OS”), database (hereinafter “DB”), supporting system software (hereinafter “SSSW”) or any other HW or SW both on server as well as on client side needed to operate and use CDS both by EPS administrator(s) and/or EPS user(s) is NOT in scope of this public procurement.

EPS intends to use its existing HW, OS, DB, SSSW owned and/or leased by EPS (please see Section 3.2.16 of this document) to run and operate the CDS solution selected in this procurement.

**Technical and project documentation preparation requirements**

*Objectives and requirements*

Project documentation is to be prepared in two forms: execution design and as-built design. Execution design defines all technical solutions and is subject to the Employer's approval. As-built design is to be prepared integrally upon putting in operation of the entire system.

Main objective of preparation of Project documentation for execution is adjustment of technical solutions for system implementation, technology improvement and type of operation. Project documentation has to achieve the following targets:

• to support standardization of business processes and functions included in the project,

• to enhance efficiency and quality related to conducting and performing all works and activities, applying international standards,

• to define manner and conditions of integration with existing information systems relevant for CDS implementation,

• to introduce advanced and modern solutions which will have a positive effect to efficiency increase and business activities of Electric Power Industry as a whole.

*CDS Project documentation*

For each application of the application subsystem which is in the scope of this Technical specifications, project documentation has to provide:

* Defining the process flow:
* process flow graphic diagram,
* description of each activity of the process.

Defining applications:

* interface design,
* specification of applications,
* specification of reports.

Defining test scenarios, to be defined by the Employer prior to test start

*Support with documents to CDS information system architecture*

Part of project documentation related to CDS architecture shall rely upon standard industrial topology of redundant systems with complete protection against single failure of any of the system elements:

Multilayer architecture of the system:

* application servers,
* database servers,
* platform for process data collection.
* WЕБ clients,

Defined technological platform for:

* database management system,
* local systems for management platform for process data collection,
* application layer,
* development of interface for integration with external systems,
* development of applications,
* reporting.

Defined tools for:

* designing,
* development of applications,
* application screen design,
* development of interface with external systems.

*Manner of preparation and delivery of project documentation*

Project documentation for all the equipment to be installed within the CDS must be made in the form prescribed by the Law on planning and construction of the Republic of Serbia (LPC). Taking into account that the thermal power plants and hydro power plants of capacity of not less than 10 MW are concerned, the project documentation has to be prepared by persons with required project licenses in this plants.

When defining project solutions, it is necessary to comply with the relevant EPS recommendations and rulebooks and IEC standards, as well as to use good engineer practice and apply it to each installation. Prior to installation, it is necessary that the execution design is prepared and approved by the Employer, and after the SAT – as-built design as well. Project documentation shall be delivered on DVD or USB flesh memory and in printed form in 3 copies.

Obligation of Supplier is to deliver to Employer, upon completion of the entire system, the following:

* 6 DVD or USB flesh memory copies with project in editable form, textual documentation in MS WORD form, graphical documentation in EPLAN form, and a set of projects shall be exported in ADOBE PDF and enclosed together with editable version and
* 6 copies of printed documentation according to the Law (LPC).

3.2.5 CDS licenses and required and mandatory functionalities

EPS intends to procure licenses for minimum 10 users of CDS solution with full rights to use the whole functionality of CDS solution as described below. CDS solution to be procured has to already exist on the market and has to have a proven track record of successful operation in other companies similar to EPS. This CDS solution has to be capable of delivering functionality as stated below.

Timeframe in which CDS functionality has to be available for use in EPS – is presented in the Section 3.4 of Tender Documents (Goods and services delivery deadline), as well as in the Section 3.2.15 (Expected general CDS project plan) below. Both Sections specify the LATEST dates (deadlines) in which individual functionality specified in the functionality packages below has to be available for use by trained EPS personnel (administrators and users).

3.2.6 CDS – General requirements

а) Access to the individual system functions is subject to permission/restriction set of rules and must be protected by username/password pair

b) Access must be controlled down to the level of individual generation schedule plans.

c) Only selected users will be granted the right to send generation schedule to Generation control center for execution (production control). List of selected users is determined, in exploitation, by authorized person of the Employer who can change it.

d) All CDS components must be doubled (computers, communication cards, communication lines) and system must support redundancy (instant failover in case of failure)

e) All active commands (e.g. command to change power plant base point) issued by a system user must be logged and retrievable on request

f) CDS has to be auditable – audit functionality must enable tracking changes performed within the CDS system

g) CDS has to be built on fully fledged user administration and access rights concept to ensure IT security – all users have to have an access to the full functionality of the CDS solution, however, these access rights have to be manageable (set /restricted/removed) by CDS administrator from EPS side.

3.2.7 CDS - Basic functionality requirements

All bellow mentioned requirements refer to all generating units (EPS will ensure redundant data communication between all generating units and CDS).

Requirements for central level:

а) Real-time data acquisition of main generator data, groups of generators and ancillary parameters based on power plant types,

b) Redundant real-time communication with power plant RTU using standard protocols for remote control in power systems (IEC 60870-5) in accordance with possible communication links of the Employer,

c) Aggregation of power generation values on individual levels of power plants, power plant types (run of river, pumped storage, thermal, etc.) and EPS summary survey,

d) Ability to remotely control the active power of individual generating units. Controllable generating unit may be a physical generator or a group of physical generators based on the actually existing configuration of power plant,

e) Ability to control power manually from Generation control center,

f) Ability to switch command control between EPS and EMS dispatching centers from Generation control center level,

g) Human interface for dispatch personnel to present current process and command values from directly connected power plants in real-time (HMI), implementation of three dispatch consoles with three monitors each.

h) Alarm module to notify the dispatch personnel of important measurements events,

i) Short term database of all measurements and command values

j) Ability to present system screens on large video wall, meeting technical requirements stated in section -3.2.14, with focus to following information to be displayed: real-time graph of generated process for individual subsidiaries, real time critical alarms overview, real time displaying of power generation values aggregation on individual levels of power plants, types of power plants.

Requirements for power plant level:

a) Redundant real-time data acquisition of main generator data (active and reactive power, status of main circuit breaker, available range of power, voltage, frequency, etc.),

b) Real-time data acquisition of auxiliary equipment data, electricity meters and real time monitoring of the system of power plants based on power plant type (water reservoir levels, net head, water inflow and outflow, heat production, heat delivery, energy data from meters, etc.),

c) Control of individual generator active power,

d) Redundant real-time communication with dispatching center of EMS and EPS using standard protocols for remote control in power systems (IEC 60870-5),

e) Ability to switch AGC control between EPS and EMS dispatching centers.

f) Any potentially missing measurement and control equipment in the power plant that is needed to provide above mentioned data is outside the scope of this Project.

3.2.8 CDS- GMS Basic functionality requirements

a) Long-term database for analytical purpose,

b) Enable remote manual change of active power of the generator which is connected on network from PE EPS Dispatching Centre (without possibility to start up the generator).

c) Enable remote automatic change of active power of the generator which is connected on network from PE EPS Dispatching Centre (without starting up the generator) – under secondary or tertiary regulation (AGC).

d) Enable switching command control for secondary regulation between PE EPS and PE EMS (AGC).

e) Human interface for technical staff to present selected generation values from all connected power plants in real-time (HMI),

f) Data export MS Office tools,

g) Integration with CDS (selected CDS real-time data), availability of on-line data on centralized level for General Manager, Electricity Generation Directors and Electricity Trade Director.

3.2.9 CDS advanced functionality

Requirements for central level:

а) Data acquisition from all EPS power plants should be united applying RTU as the only point of connection (EPS will provide redundant data communication between generation units and CDS),

b) Redundant real-time communication with power plant RTU using standard protocols for remote control in power systems (IEC 60870-5),

c) Aggregation of power generation values on individual levels of power plants, power plant types (run of river, pumped storage, thermal, etc.) and EPS summary survey

d) Ability to control power manually or automatically on the basis of merit order,

e) Integration with CPS – System for generation planning (from preparation of generation plan i.e. from the Generation Planning System to the Generation Control Centre), - CDS and CPS should have two-direction safe communication through ЕDX (Easy Data Exchange) database, which will enable CPS and CDS to fulfill the read and write functionalities. Key functionalities to be fulfilled in this context are as follows: CPS communication toward CDS – Optimal generation schedules, min/max capacities, band energy control, ranking (giving instruction to the system on ranking one generation capacity related to ranking of available energy sources (merit order) – used for automatic activation of generation capacities to meet requirements from transmission system operator ) and CDS communication toward CPS – Actual values from power plants to be used for intra-day trading process and optimization.

f) Ability to remotely control ancillary services offered to EMS:

Primary regulation (turn on/off) – in generation units where it is possible,

Secondary regulation (availability and range) – in generation units where it is possible,

Tertiary regulation (availability and range),

g) Ability to present system screens on large video wall, meeting technical requirements stated in Section 3.3.14, with focus to following information to be displayed: real-time graph of generating process for individual subsidiaries, real time critical alarms overview, real time displaying of power generation values aggregation on individual levels of power plants, types of power plants, planned trading diagram,

3.2.10 CDS - GMS advanced functionality

а) control of ancillary services offered and provided to PE EMS:

Primary regulation (turn on/off) – in generation units where it is possible,

Secondary regulation (availability and range) – in generation units where it is possible,

Tertiary regulation (availability and range)

b) Automatic generation control through economic dispatching of units which do not participate in ancillary services based on manually inserted curves of variable generation costs.

c) Different ways of functioning of secondary regulation: uniform allocation of load, proportional allocation of load according to remaining reserve, load allocation according to merit order list.

d) Reporting system configured to provide general reports:

Daily/weekly/monthly/annual (Generation in power plants, diagrams of operation of thermal and hydro power plants, list of downtimes of plants, unit operation at technological minimum, net and gross production by power plants, hours in operation on the net, generation schedule, trade diagrams, estimated imbalance),

Data will be limited to the units connected to the Generation Control Centre.

3.2.11. Acceptance of mandatory requirements

The Tenderer shall provide written confirmation duly stamped and signed by the its authorized person in the form of Form 11 which faithfully confirms that its CDS solution offered in its Tender complies with the Employer’s requirements and includes all the above mentioned functionality requirements stated in 3.2.6 – 3.2.10.

Any tender, which would not include Form 11, or the Form 11 would not be filled and duly sealed and signed by the authorized person of the Tenderer should be rejected as incorrect.

3.2.12 CDS implementation services

In order to successfully implement CDS solution within EPS environment, each Tenderer is required to deliver CDS implementation services as well.

The scope of CDS implementation services comprises a minimum of:

* Activities are grouped in the logical phases based on own experience of EPS. The phases reflect the timeframe, deliverables and deadlines in which corresponding work and/or functionality has to be available for use in EPS. However, EPS will accept parallel execution of some phases as well as parallel delivery of the deliverables supposing the deadlines specified in the section 3.4 of Tender Documents (Goods and Services Delivery Deadlines) as well as in the section 3.2.15 (Expected General CDS Project Plan) below in this documents, are met and minimum scope of activities specified in each phase has been carried out,
* Delivering the deliverables specified in the table below.

| **Phase 1** | **Analyses & Requirements Specification for CDS** |
| --- | --- |
| Phase objective | Objective of this phase is to analyze current energy planning, generation control and related reporting processes, ICT supporting systems and technology within EPS as well as defining business, technology and integration requirements of EPS as a prerequisite for EISSSE Target Concept for CDS. |
| Main task description | Main (but not all) tasks to be carried out by the selected Tenderer in this phase are as follows:  Analyze and document:  Current energy planning, generation control and related reporting processes, activities and workflows,  Current energy planning, generation control and related reporting ICT systems and other supporting technology as well as other input and output systems (non-integrated as well as integrated),  Current local generation control systems and prepare design concept of the power plants connectivity to central systems for generation control  Key user requirements related to energy trading.  Develop, consult and achieve approval of Requirement Specification Document, which would define relevant requirements on CDS in the following areas:  Business - energy planning, control and related reporting model, processes (activities, participants, inputs and outputs, roles and responsibilities, legislation compliance, etc.),  Technology including architecture, integration, data sources, etc. |
| Scope | EPS Group |
| Deliverables | Deliverable 1 - Analyses & Requirements Specification for CDS |

| **Phase 2** | **Analyses & Requirements Specification for GMS** |
| --- | --- |
| Phase objective | Objective of this phase is to analyze current energy planning, generation control and related reporting processes, ICT supporting systems and technology within EPS as well as defining business, technology and integration requirements of EPS as a prerequisite for Target Concept for GMS. |
| Main task description | Main (but not all) tasks to be carried out by the selected Tenderer in this phase are as follows:  Analyze and document:  Current energy planning, generation control and related reporting processes, activities and workflows,  Current energy planning, generation control and related reporting ICT systems and other supporting technology as well as other input and output systems (non-integrated as well as integrated),  Key user requirements related to energy trading.  Develop, consult and achieve approval of Requirement Specification Document, which would define relevant requirements in the following areas:  Business - energy planning, control and related reporting model, processes (activities, participants, inputs and outputs, roles and responsibilities, legislation compliance, etc.),  Technology including architecture, integration, data sources, etc., |
| Scope | EPS Group |
| Deliverables | Deliverable 2 - Analyses & Requirements Specification for GMS |

| **Phase 3** | **Preparation of Target Concept for CDS and CDS Execution Design** |
| --- | --- |
| Phase objective | Objective of this phase is to develop a target concept for CDS, applications in EPS, which would cover all functionality requirements defined in Section 3.2.6-3.2.10 of this document. Based on the target concept, licenses for minimum 10 users of solution for CDS and GMS applications should be delivered at the end of this phase.  On the basis of accepted results of analysis and developed target concept, Contractor should prepare and deliver CDS Execution Design, which should be accepted by internal commission nominated by the Employer.  The phase consists of subphases, each of them having its own results at the end of subphase. |
| Main task description | Main (but not all) tasks to be carried out by the selected Tenderer in this phase are as follows:  Define top-level to-be business architecture with key processes, data flows and decision points with sufficient level of decomposition, consider operational risk mitigation  of functionality defined in Section 3.2.6-3.2.10 of this document,  Define core roles, responsibilities, processes, activities and workflows related to energy planning, generation control and related reporting tailored for EPS environment.  Define technical architecture and detailed design of applications for CDS of future EPS life-cycle,  Define details of implementation related processes including:   * + Customization and implementation,   + Training,   + go-live support,   + post implementation support and maintenance – prepare Service Level Agreement (SLA),   + request procedures and upgrades. |
| Scope | EPS Group |
| Deliverables | Deliverable 3 - CDS Execution Design in accordance with LPC –Books for central platform and communication with sub-branches, with meaningful CDS and GMS target concept. |

| **Phase 4** | **Target Concept for GMS** |
| --- | --- |
| Phase objective | Objective of this phase is to develop a target concept for GMS, in EPS, which would cover all functionality requirements defined in 3.2.8 and 3.2.10 of this document. |
| Main task description | Main (but not all) tasks to be carried by the selected Tenderer in this phase are as follows:  Define architecture with key processes, data flows and decision points with sufficient level of decomposition, consider operational risk mitigation due to duplication of processes and overlap of functional areas and reflecting:  Required functionality defined in Sections 3.2.8 and 3.2.10 of this document  Define core roles, responsibilities, processes, activities and workflows related to energy planning, generation control and related reporting tailored for EPS environment,  Define technical architecture and detailed design of future EPS GMS,  Define details of implementation related processes including:   * + Customization and implementation,   + Training,   + go-live support,   + post implementation support and maintenance – prepare Service Level Agreement (SLA),   + request procedures and upgrades. |
| Scope | EPS Group |
| Deliverables | Deliverable 4 - Detailed Technical Design Document for GMS |

| **Phase 5** | **Installation and putting in operation of software and equipment on central platform, system implementation in the center** |
| --- | --- |
| Phase objective | Objective of this phase is to customize, develop, test, implement, hand-over and go-live CDS on central platform – introduction of general + advanced functionality on the basis of CDS implementation |
| Main task description | Main (but not all) tasks to be carried by the selected Tenderer in this phase are as follows :  Solution for CDS – introduction of general + advanced functionality offered in this public procurement based on the Detailed Technical Design Document from Phase 4.  Implement CDS - introduction of general + advanced functionality with minimum required and mandatory functionality defined in Execution Design for the first sub-branch.  Integrate CDS – introduction of general + advanced functionality based on the Detailed Technical Design Document from Phase 4, for the first sub-branch  Test the system (stand-alone, integration, user, etc.), using data acquired from data acquisition platform (DAP) from the sub-branch,  Achieve EPS acceptance of CDS. |
| Scope | EPS Group |
| Deliverables | Deliverable 5 - CDS – Delivery of licenses for central system and implementation in CDS center |

| **Phase 6** | **Introduction of CDS and functionality testing for EPS generation units and upgrade of required GMS and CDS functionalities** |
| --- | --- |
| Phase objective | Objective of this phase is to customize, develop, test, implement, hand-over and go-live CDS – general + advanced functionality for all sub-branches according to the Execution Design |
| Main task description | Main (but not all) tasks to be carried by the selected Tenderer in this phase are as follows :  CDS – introduction of general + advanced functionality offered in this public procurement based on the Detailed Technical Design Document from the Execution Design.  Implement CDS including GMS - introduction of + advanced functionality in EPS successively for all sub-branches of the Employer.  Integrate CDS – introduction of general + advanced functionality based in all facilities according to subphases 6.1 – HPP Djerdap, 6.2 – TPP Kostolac, 6.3 – TENT, 6.4 – HPPs Drinsko – Limske, 6.5 – all other sub-branches of the Employer.  Test the system (stand-alone, integration, user, etc.),  Train future users in EPS, through installation and testing |
| Scope | EPS Group provides support in sub-branches and necessary permits to enter the sub-branches |
| Deliverables | Deliverable 6 - CDS – Delivery of licenses for central system and minimum 10 job positions |

| **Phase 7** | **Integration with CPS** |
| --- | --- |
| Phase objective | Objective of this phase is to define interfaces and scope of CDS and CPS data exchange, connect, test, implement, hand-over and go-live CDS and CPS data exchange.  CPS is to be installed simultaneously with CDS and this phase is synchronized in time with CPS time schedule. |
| Main task description | Main tasks to be carried by the selected Tenderer in this phase are as follows :  Define CDS interface with CPS  Define list of data interoperability for exchange,  Go-live interfaces and implement CDS configuration for data transmission and receipt,  Test exchanged data values and quality,  Check data transmission from all sub-branches of the Employer. |
| Scope | EPS Group provides support in sub-branches and necessary permits to enter the sub-branches |
| Deliverables | Deliverable 7 - Interoperability list and Handover Protocol Document |

| **Phase 8** | **As-built design preparation, training and SAT CDS of general and advanced functionalities** |
| --- | --- |
| Phase objective | Objective of this phase is to prepare as-built design, perform quality and final training of users and system maintenance training, after putting in operation of the entire CDS including GMS – general + advanced functionalities.  On the basis of defined CDS system SАТ (Site Acceptance Test) protocols, testing of all CDS functionalities will be carried out. |
| Main task description | Main tasks to be implemented through final CDS functionality and performance testing: |
| Scope | EPS Group provides support in sub-branches and appropriate operating conditions for testing |
| Deliverables | Deliverable 8 - As-built Design, signed Minutes of training performed and signed SАТ protocol of successfully performed testing. Signing represents beginning of warranty period of the entire system. |

3.2.13 CDS 1year operation support

In order to have CDS solution operating successfully in user environment, each Tenderer is required to submit CDS 1year operation support.

Scope of CDS 1year operation support includes a minimum of:

Performance of activities listed in the Table below. Activities of CDS 1year operation support begin after successful delivery of the entire CDS functionality defined in Section 3.2.6 – 3.2.10. Quality of submitted operation support has to be compliant to the minimum requirements for the level of services defined in the table herein below, regarding service availability and KPIs for incident solving.

Submission of deliverables from the Table below.

| **Phase 9** | **CDS 1year operation support** |
| --- | --- |
| Objective and task description | Objective of this phase is to provide 1year operation support for CDS solution implemented in EPS. |
| Main task description | Main (but not all) tasks to be carried by the selected Tenderer in this phase are as follows:  Extended support after implementation (level 1 – level 3) covering a minimum of:  Off-site support during business hours in EPS (minimum 5 days/a week, minimum 9 hours/a day, during business hours in Serbia),  Corrective incident management and error solving on the basis of request related to new services listed below  Customize in the event of potential modifications of the relevant legislation,  Solve critical incidents on site,  Preventive services,  Requirements related to service level:  Availability of operation support at least 5 days/a week, at least 9 hours/a day, during business hours in Serbia,  KPI for notified incident solving in the following manner:   |  |  |  |  | | --- | --- | --- | --- | | Description of incident solving activity | Critical incidents | Big incidents | Small incidents | | Response time until incident solving start | Up to 1 hour | Up to 8 hours | Up to 72 hours | | Time for incident solving through finding a temporary solution | Until the end of the following business day | Up to 3 business days | Up to 10 business days | | Time for final incident solution determination | Up to 2 business days | Up to 5 business days | Up to 15 business days | |
| Scope | EPS Group |
| Deliverables | Deliverable 9- Monthly protocols of acceptance of CDS operation support 1 protocol/1 month, over a period of 12 months) confirming that CDS operation support has been delivered in accordance with the above mentioned requirement related to the service level. |

3.2.14 CDS Visualization Infrastructure for Dispatching Center

3.2.14.1 CDS Visualization Infrastructure for Dispatching Center

Dispatching center will display complex overview of information on generation units that are necessary for accurate decision-making of dispatchers with the focus on real-time generation control. The Tenderer shall deliver, install and put into operation the dispatching center in the selected premises of PE EPS and connect dispatching center with delivered CDS system. The delivered dispatching center shall meet following requirements:

1. Display technology: rear projection
2. Modular concept: minimum 4 modules
3. Contrast: 100000:1 or more
4. Mean Time Between Failures (MTBF): 60,000 h or longer
5. Module screen diagonal: 50" (1270 mm) or bigger
6. AC input voltage: 90-240 VAC, 50-60 Hz
7. Connection: DVI, screen connection or HDMI
8. Resolution: 1366x768 or bigger
9. Mounting: wall
10. Operating humidity: 20-80%, non-condensing
11. Operational temperature 10 - 40°C

Client system:

OS MS Windows (recommended OS: Win7 ,Win8.1 64bit version or LINUX)

Processor minimum x minimum 1.6Ghz

RAM minimum 8GB

HDD minimum 40 GB of free space

SW MS Office 2007 or 2010 or 2013

SW for support minimum 4 monitors

Minimum 4 х GPU

3.2.14.2 Status of the Existing TC Equipment for CDS

The existing TC system of the Employer will provide for the required redundant data transfer from Employer's sub-branch to the location of all generation facilities of the employer, where RTU gateway will be located.

The Employer will provide redundant intercomputer telecommunication connection between the center (Belgrade, Carice Milice 2) and the locations of all the sub-branches, for the CDS system needs.

3.2.15 Expected General CDS Project Plan

EPS requests CDS Service Implementation to be delivered within deadlines specified in Section 3.3, Tender Documents (Goods and Services Delivery Deadlines).

Based on the above stated requirements the expected Project Plan is the following:

**Road Map**

As of the contract signing with the contractor, dynamic should be as follows:

Work completion deadline up to 15 months as of the date of contract effectiveness.

|  |  |  |
| --- | --- | --- |
| No. # | Project phase name | Duration (in weeks) |
| 1 | Phase 1: Analyses & Requirements Specification for CDS | 6 |
| 2 | Phase 2: Analyses & Requirements Specification for GMS | 4 |
| 3 | Phase 3: Preparing Target Concept for CDS | 6 |
| 4 | Phase 4: Preparing Target Concept for GMS | 6 |
| 5 | Phase 5: Installation and activation of software and equipment on the central platform, implementation of the system in the center | 14 |
| 6 | Phase 6: Introduction of CDS and functional testing for EPS generation plants | 29 |
| 7 | Phase 6.1: Introduction of CDS and functional testing for branch – HPP Djerdap | 10 |
| 8 | Phase 6.2: Introduction of CDS and functional testing for branch – TPP Kostolac | 10 |
| 9 | Phase 6.3: Introduction of CDS and functional testing for branch – TENT | 10 |
| 10 | Phase 6.4: Introduction of CDS and functional testing for branch – Drinsko-Limske HPPs | 11 |
| 11 | Phase 6.5: Introduction of CDS for all other sub-branches | 9 |
| 12 | Phase 7: Integration with CPS | 21 |
| 13 | Phase 8: As-Build Design Preparation, Training and САТ of CPS basic and advanced functionalities | 14 |
| 14 | Phase 9: 1-year Operation Support for CPS | 52 |

3.2.16 CDS HW, OS, DB, SAS

Procurement of hardware (hereinafter referred to as: HW), operating systems (hereinafter referred to as: OS), database (hereinafter referred to as: DB), software of auxiliary system (hereinafter referred to as: SAS) or any other HW or SW both on the server and at the client that are necessary so that EPS administrator(s) and/or user(s) could manage and use CDS system is NOT the subject of this public procurement.

EPS intends to use its own existing HW, OS, DB, SAS owned by EPS and/or rented by EPS in order to activate and manage CDS solution selected in this public procurement. Text below provides summary of the list of the existing EPS’ HW, OS, DB, SAS considered to be company standard in EPS and that are available in EPS for activation and management of CDS solution, both on server and on client side:

**Overview of hardware and software platform realized in EPS Data Center**

Data storage system

* [HPE 3PAR StoreServ 8400](http://www8.hp.com/us/en/products/disk-storage/product-detail.html?oid=8737848)

Physical servers that will serve as host

* HP Blade ProLiant BL660c and BL460c, Gen8 and Gen9

Server platform

* Win Server 2012R2, Win Server 2016
* Oracle Enterprise Linux

Virtualization platform

* VMware vCenter 6.0
* ESXi server cluster in HA configuration

Solution for Data Backup

* specialized solution for backup of virtual infrastructure and data protection in virtual cloud environment
* Oracle RMAN

**HW and SW requirements for production environment**

*Client system*:

* OS MS Windows - Win7, Win10 (64bit version)
* modern 64bit Intel CPU RAM 8GB
* minimum HDD 200GB
* MS Office 2013 and 2016 (64bit version)

*Application real-time control server*

* Mission-critical server
* OS MS Windows Server 2012 R2 (or higher) for real-time control SCADA application
* virtual in HA mode
* minimum 4 vCPU, 32GB RAM, 300GB disk space

*Real time database server*

* Mission-critical server
* OS Oracle Enterprise Linux or MS Windows Server 2012 R2 (or higher) supporting real-time control SCADA applications
* Oracle 11g R2 EE with Oracle Data Guard
* virtual in HA mode with dedicated physical space in storage
* minimum 4 vCPU, 64GB RAM, 500GB disk space

*Application server*

* OS MS Windows Server 20012 R2
* virtual in HA mode
* minimum 2 vCPU, 32GB RAM, 300GB disk space
* MS Office English optional

*Database server*

* OS Oracle Enterprise Linux or MS Windows Server 2012 R2 (or higher)
* Oracle 11g R2 EE
* virtual in HA mode with dedicated physical space in storage
* minimum 4 vCPU, 64GB RAM, 500GB disk space

**HW and SW requirements for trial/developing environment:**

*Application server*

* OS MS Windows Server 2012 R2 (or higher)
* virtual in HA mode
* minimum 2 vCPU, 16GB RAM, 200GB disk space
* MS Office English optional

Database server

* OS Oracle Enterprise Linux or MS Windows Server 2012 R2 (or higher)
* Oracle 11g R2 EE
* virtual in HA mode with dedicated physical space in storage
* minimum 2 vCPU, 32GB RAM, 300GB disk space

Each Tenderer is required to provide in his Tender:

* Statement, duly sealed and signed by the authorized person of the Tenderer, in which he clearly marks the following:
  + confirming that the EPS standard HW, OS, DB and SAS - Server side and client (desktop) side specified in the Section 3.3.16 are sufficient to run the CDS Solution offered by him in his Tender for a period of at least 3 years from the end of the Project,

Any tender, which would not include such Statement or will NOT be filled in accordance with the instructions above, should be rejected as unacceptable.

**3.3. Lot 2 - Subject**

As defined in Section 3.1 hereof, **the subject of invitation for this Lot 2 is CPS project (Figure: Central Scheduling System)**, comprised of the following items that are procured within this tender procedure as one package:

1. CPS licenses – Procurement of licenses for CPS solution with necessary and mandatory functionality defined in sections 3.3.1 to 3.3.3 hereof,
2. CPS implementation services – analysis of employer's requirement, specification, adjustment of standard CPS solution and/or development and implementation and other services defined in section 3.3.5 hereof,
3. 1-year operation support to CPS – 1-year operation support to implemented CPS solution at Employer defined in Section 3.3.6 hereof.

The interface between this system and power plant (MES Generation) will be in the power plant and it is not the subject of this project.

Procurement of hardware (hereinafter referred to as: HW), operating systems (hereinafter referred to as: OS), database (hereinafter referred to as: DB), software of auxiliary system (hereinafter referred to as: SAS) or any other HW or SW both on the server and at the client that are necessary for operation, as well as the use of CPS system by EPS administrator and/or EPS user are NOT the subject of this public procurement.

EPS intends to use its own existing HW, OS, DB, SAS owned by EPS or rented by EPS (see section 3.3.8 hereof) in order to activate and work on CPS solution selected in this procurement.

**3.3.1 CPS Licenses and Necessary and Mandatory Functionalities**

EPS intends to procure licenses for minimum 10 CPS solution users with full right to use the entire functionality of CPS solution as described below. CPS solution being procured has to already exist on the market and it has to have proved experience of successful operation in other companies similar to EPS. This CPS solution has to have the ability to provide functionality as stated below.

Timeframe for CPS functionality to be available to EPS users is given in Section 3.4, Tender Documents (Goods and Services Delivery Deadlines), and in section 3.3.7 (Expected General CPS Project Plan) below. Both sections state the FINAL deadline (final deadlines) when certain functionality stated in the functionality packages below has to be available for use to the trained EPS staff (Administrators and users).

**3.3.2 CPS – General Requirements**

a) Rules for permit / limitation apply to the access to individual system functions and they must be protected by user name / password pair

b) Access must be controlled down to the level of individual generation plans.

c) Only the selected users will be granted the right to send generation schedule to the generation management center for execution (generation control). The list of selected users is defined, in exploitation, by the authorized person of the Employer and he/she can amend it.

d) All key components of CPS system have to be duplicated (computers, communication cards, communication lines) and system has to support redundancy (possibility of failover in case of failure).

e) CPS has to be auditable - audit functionality has to enable tracking of changes performed within the CPS system

f) CPS has to be built on fully fledged user administration and access rights concept to ensure IT security – all users have to have an access to the full functionality of the CPS solution, however these access rights have to be manageable (set/restricted/removed) by CPS administrator from EPS side.

**3.3.3 CPS – Functionality Description**

All bellow mentioned requirements refer to all generation units.

Requirements for central level:

1. Tool for load forecast for EPS clients with the following features:

* consumption forecast on hourly, daily, weekly, monthly and annual level
* consumption sensitivity during holidays, atypical days, wind speed, cloudiness

1. Generation planning and unit commitment module. Generation planning and module should be comprised of graphical user interface, including fuel contracts, power plants technical parameters, network restrictions and market restrictions. After training, user should be able to change these parameters and restrictions, without assistance of equipment supplier or third parties. In addition, time dependent restrictions, such as availability of the power plant, should have the option to be changed with the graphical user interface. Solution should be fully automatic based on the operational processes for data collection, data validity verification, calibration assessment and optimization issue calculation. Status of these operational processes should be visible and operational processes should have the option for automatic time activation or manual activation. Load forecast and trading diagram are the main inputs into module. Main outputs are base capacities for all EPS generation units,

* inputs: consumption diagram, electricity prices, available fuel quantity, inflow forecast, units availability, outages and partial outages coefficient, unit commencement cost as well as restrictions of the number of commencements during the analyzed period, variable costs of thermal units, necessary reserve, secondary and tertiary regulation prices, availability of machinery for secondary and tertiary regulation operation, daily plan for HPP Djerdap 1 (from 6h until -6h), start and end status of reservoirs and dumps in the analyzed period (month), option to model PSHPP BB (option of pumping from EPS' power plants should be taken into account during optimization process as well as electricity purchase on a free market for pumping needs)
* outputs: generation (generator units base power), pumping, purchase, sale, reservoirs and dumps status at the end of each day, week, month, water value of each reservoir power plant, regulation scopes, variable costs (individual per generator units and aggregated)

1. Generation schedules are planned in 1 hour time frame,

* beside generation plans, show all other outputs on hourly (for day-ahead and for intra-day 15 minutes time frame should be given as an option), daily, weekly, monthly and annual level). In the end, system should be able to model all supporting services, including all detailed technical specifications using graphical user interface. Ideally, all provisions for supporting services provision are foreseen in day-ahead planning.

1. Generation plan management on different time levels (a year-ahead, month-ahead, week-ahead, day-ahead, intra-day),

* program use for intra-day, day-ahead, weekly and monthly planning and annual level).
* for each of the time frames for which optimization is performed, give the option for “manual“ defining of available power and capacity per entity (power plant), as well as the option of “manual“ defining of desired generation during the analyzed period (or sub-period) for each of the entities. Also, it is necessary that calculation can be activated from each time frame (e.g. that the monthly calculation can be activated within calendar month for the next month, e.g. from April 10 to May 10) for each time frame, regardless of the calendar date.

1. Ability to prepare several generation alternatives and scenarios for the given time frame.

* Connecting with EISSSE trading system in order to perform sensitivity analysis and obtain several scenarios of potential electricity generation and trading depending on the market parameters.
* possibility of storing scenarios and their comparisons, outputs chart, possibility to export outputs in EXCEL.
* Ability to simulate different master model adaptations through versions and scenarios of the scheme, allowing the user to simulate investment scenarios, alternative contract agreements, planning and its effects on the portfolio, directly estimating possibilities and risks.

1. Integration with CDS (central dispatching system), EISSSE trading system and with MES Generation (generation variable costs). CPS and CDS should have bi-directional secure communication that will allow for both CPS and CDS to meet read and write functionalities. Key functionalities to be met in this context are the following:

* CPS towards CDS Optimal generation schedules, min/max capacities, energy control in band, ranking (gives instruction to the system about ranking one generation capacity regarding ranking of available energy sources (merit order) – used for automatic activation of generation capacities to meet requirements from transmission system operator).
* CDS towards CPS Actual values from power plants that will be used for intra-day trading process and optimization.

Requirements for power plants level:

а) Redundant real-time communication with MES Generation in power plants (variable costs information transfer),

b) All IT equipment potentially missing in the power plant that should be delivered for the above mentioned data is not within the scope of this Project.

**3.3.4. Mandatory Requirements Acceptance**

Tenderer shall submit written confirmations, duly certified and signed by its authorized person as Form 11 that faithfully confirm that his CPS solution offered in his tender is compliant with and includes all the above mentioned functionality requests stated in 3.3.1 - 3.3. 3

Each tender, without Form 11, or with Form 11 that is not filled and duly certified and signed by the authorized person of the tenderer will be rejected as unacceptable.

**3.3.5 CPS implementation services**

For successful implementation of CPS solution into EPS environment, each Tenderer should also provide CPS implementation services.

The scope of CPS implementation services includes the following minimum:

• Activities are grouped into logical phases based on EPS’ own experience. The phases reflect the deadline, deliverables and deadlines in which corresponding work and/or functionality has to be available for use in EPS. However, EPS will accept parallel execution of certain phases as well as parallel delivery of the deliverables supposing the deadlines specified in the section 3.4, Tender Documents (Goods and Services Delivery Deadlines) and the section 3.3.7 (Expected General CPS Project Plan) below are met and minimum scope of activities specified in each phase has been carried out,

• Deliverables delivery is specified in the table below:

| **Phase 1** | **Analyses & Requirements Specification for CPS** |
| --- | --- |
| Phase objective | Objective of this phase is to analyze current energy planning, generation control and related reporting processes, ICT supporting systems and technology within EPS as well as to define business, technological and integration requirements of EPS as a prerequisite for EISSSE target concept for CPS. |
| Main task description | Main (but not all) tasks to be carried out by the selected Tenderer in this phase are as follows:   * Analyze and document:   + Current energy planning, generation control and related reporting processes, activities and workflows,   + Current energy planning, generation control and related reporting processes of ICT systems and other supporting technology as well as other data input and output systems (both non-integrated and integrated),   + Current local generation control systems and preparation of design concept of the power plants connection to the generation control central systems,   + Key user requirements for electricity trading. * Development, consultation and obtaining approval for Requirement Specification Document, which would define relevant requirements for CPS in the following areas:   + Business operation - energy planning, control and related reporting model, processes (activities, participants, data input and output, roles and responsibilities, legislation compliance, etc.),   + Technology including architecture, integration, data sources, etc. |
| Scope | EPS Group |
| Deliverables | * Deliverable 1 - Analyses & Requirements Specification for CPS |

| **Phase 2** | **EISSSE Target Concept for CPS** |
| --- | --- |
| Phase objective | Objective of this phase is to develop a target concept for EPS application for CPS, which would cover all the functionalities defined in sections 3.3.2 and 3.3.3 hereof. Based on the target concept licenses for 10 users of this solution for applications for CPS should be delivered at the end of this phase. |
| Main task description | Main (but not all) tasks to be carried out by the selected Tenderer in this phase are as follows:   * Define top-level to-be architecture with key processes, data flows and decision points with sufficient level of decomposition, considering operational risk mitigation,   + functionality defined in sections 3.3.2 and 3.3.3 hereof, * Define core roles, responsibilities, processes, activities and workflows related to energy planning, generation control and related reporting tailored for EPS environment. * Define technical architecture and detailed design of CPS applications of the future EPS life-cycle, * Define details of implementation related processes including:   + Customization and implementation,   + Training,   + go-live support,   + Post implementation support and maintenance – prepare Service Level Agreement (SLA),   + request procedures and upgrades. |
| Scope | EPS Group |
| Deliverables | * Deliverable 2.1 - Detailed Technical Design Document for CPS * Deliverable 2.2 - software licenses for minimum 10 CPS users |

| **Phase 3** | **CPS – functionality introduction** |
| --- | --- |
| Phase objective | Objective of this phase is to customize, develop, test, implement, hand-over and go-live with CPS – functionality introduction based on Detailed Technical Design Document from Phase 2 covering all functionality defined as Functionality and other requirements specified in Detail Technical Design Document from Phase 2. As-Build Design preparation is also objective of this phase. |
| Main task description | Main (but not all) tasks to be carried out by the selected Tenderer in this phase are as follows:   * CPS solution – introduction of functionality offered in this public procurement based on the Detailed Technical Design Document from Phase 2.   Implement CPS– functionality introduction with functionality defined as CPS General Requirements 3.3.6 and functionality defined in section 3.3.7 and other requirements specified in Detailed Technical Design Document from Phase 2,   * Integrate CPS – functionality introduction based on Detailed Technical Design Document from Phase 2, * Test the system (stand-alone, integration, user, etc.), * Train future EISSSE users in EPS, * Hand-over CPS – and provide go-live support, * Hand-over As-Build Design for CPS, * Achieve CPS adoption by EPS. |
| Scope | EPS Group |
| Deliverables | * Deliverable 3.1 - CPS – introduction + Handover Protocol Document * Deliverable 3.2 - As-Build Design for CPS |

**3.3.6 Operation Support for CPS during 1-year**

Each Tenderer is requested to submit Operation Support for CPS for 1 year so that CPS solution would operate successfully in the user environment.

The scope of 1-year Operation Support for CPS includes at least the following:

* Execution of activities given in the Table below. Activities of 1-year Operation Support for CPS begin after successful delivery of the entire CPS functionality specified in sections 3.3.2 – 3.3.3. The quality of provided operation support must be compliant with minimum requirements for the level of services defined in the table below, regarding service availability and KPI (key performance indicators) for incidents solving,
* Delivery of deliverables given in the table below.

| **Phase 4** | **1 – year Operation Support for CPS** |
| --- | --- |
| Task objective and description | Objective of this phase is to provide operation support for 1 year for CPS solution implemented in EPS. |
| Main task description | Main (but not all) tasks to be carried out by the selected Tenderer in this phase are as follows:   * Extended support after implementation (level 1 - level 3) covering at least the following:   + Off-site support during EPS business hours (at least 5 days a week, at least 9 hours a day, during business hours in Serbia),   + Corrective incident management and bugs fixing based on the requirements regarding the level of services given below   + Solving critical incidents on site,   + Preventive services,   Service level requirements:   * Availability of operation support at least 5 days a week, at least 9 hours a day, during business hours in Serbia, * KPI for solving notified incidents as follows:  |  |  |  |  | | --- | --- | --- | --- | | Incident solving activity description | Critical incident | Big incident | Small incident | | 1. Response time until incident solving starts | up to 1 hour | up to 8 hours | up to 72 hours | | 1. Time for incident solving with temporary solution | until the end of the following business day | up to 3 business days | up to 10 business days | | 1. Time for final incident solution submission | up to 2 business days | up to 5 business days | up to 15 business days | |
| Scope | EPS Group |
| Deliverables | * Deliverables 4 – Monthly acceptance protocols for Operation Support for CPS 1 protocol/1 month, for 12 months) confirming that Operation Support for CPS is submitted in accordance with the above mentioned Requirements regarding service level. |

**3.3.7 Expected General CPS Project Plan**

EPS requests CPS Service Implementation to be delivered within deadlines specified in Section 3.4, Tender Documents (Goods and Services Delivery Deadlines).

Based on the above stated requirements the expected Project Plan is the following:

**Road Map**

As of the contract signing with the contractor, dynamic should be as follows:

* Work completion deadline up to 20 months as of the date of contract effectiveness.

|  |  |  |
| --- | --- | --- |
| ***No #*** | ***Project phase name*** | ***Duration (in weeks)*** |
| 1 | Phase 1: Analyses & Requirements Specification for CPS | 4 |
| 2 | Phase 2: Defining Target Concept for CPS | 4 |
| 3 | Phase 3. CPS – Functionality Introduction | 39 |
| 4 | Phase 3.1: Upgrade of Required Functionality and CPS Installation | 21 |
| 5 | Phase 3.2: Integration with EISSSE | 3 |
| 6 | Phase 3.3: Integration with CDS | 3 |
| 7 | Phase 3.4: Integration with MES | 4 |
| 8 | Phase 3.5: As-Build Design Preparation, Training and САТ of the Entire CPS system | 8 |
| 9 | Phase 4: 1-year Operation Support for CPS | 52 |

**3.3.8 CPS HW, OS, DB, SAS**

Procurement of hardware (hereinafter referred to as: HW), operating systems (hereinafter referred to as: OS), database (hereinafter referred to as: DB), software of auxiliary system (hereinafter referred to as: SAS) or any other HW or SW both on the server and at the client that are necessary so that EPS administrator(s) and/or user(s) could manage and use CPS system is NOT the subject of this public procurement.

EPS intends to use its own existing HW, OS, DB, SAS owned by EPS and/or rented by EPS in order to activate and manage CPS solution selected in this public procurement. Text below provides summary of the list of the existing EPS’ HW, OS, DB, SAS considered to be company standard in EPS and that are available in EPS for activation and management of CPS solution, both on server and on client side:

**Overview of hardware and software platform realized in EPS Data Center**

*Data storage system*

* [HPE 3PAR StoreServ 8400](http://www8.hp.com/us/en/products/disk-storage/product-detail.html?oid=8737848)

*Physical servers that will serve as host*

* HP Blade ProLiant BL660c and BL460c, Gen8 and Gen9

*Server platform*

* Win Server 2012R2, Win Server 2016
* Oracle Enterprise Linux

*Virtualization platform*

* VMware vCenter 6.0
* ESXi server cluster in HA configuration

Solution for data Backup

* specialized software solution for backup of virtual infrastructure and data protection in virtual and cloud environment
* Oracle RMAN

**HW and SW requirements for generation environment**

*Client system:*

* OS MS Windows - Win7, Win10 (64bit version)
* modern 64bit Intel CPU RAM 8GB
* minimum HDD 200GB
* MS Office 2013 and 2016 (64bit version)

*Application real-time server*

* Mission-critical server
* OS MS Windows Server 2012 R2 (or later version) for *real-time* control of SCADA applications
* virtual in HA mode
* minimum 4 vCPU, 32GB RAM, 300GB disk space

*Real-time database server*

* Mission-critical server
* OS Oracle Enterprise Linux or MS Windows Server 2012 R2 (or later version) supporting *real-time* control of SCADA applications
* Oracle 11g R2 EE with Oracle Data Guard
* virtual in HA mode with dedicated storage physical space
* minimum 4 vCPU, 64GB RAM, 500GB disk space

*Application computer server*

* OS MS Windows Server 20012 R2
* virtual in HA mode
* minimum 2 vCPU, 32GB RAM, 300GB disk space
* optional MS Office English

*Database servers*

* OS Oracle Enterprise Linux or MS Windows Server 2012 R2 (or later version)
* Oracle 11g R2 EE
* virtual in HA mode with dedicated storage physical space
* minimum 4 vCPU, 64GB RAM, 500GB disk space

**HW and SW requirements for test/develop environment:**

*Application server*

* OS MS Windows Server 2012 R2 (or later version)
* virtual in HA mode
* minimum 2 vCPU, 16GB RAM, 200GB disk space
* optional MS Office English

*Database server*

* OS Oracle Enterprise Linux or MS Windows Server 2012 R2 (or later version)
* Oracle 11g R2 EE
* virtual in HA mode with dedicated storage physical space
* minimum 2 vCPU, 32GB RAM, 300GB disk space

Each Tenderer is required to provide in his Tender the following:

* Statement, duly certified and signed by the authorized person of the Tenderer, where he clearly marks one of the options:
  + confirming that EPS standard HW, OS, DB and SAS - Server side and client (desktop) side specified in section 3.3.8 are sufficient to run the CPS solution offered by him in his Tender for a period of at least 3 years from the end of the Project,

Any tender that does not include such Statement or is NOT filled-in in accordance with the above instructions, will be rejected as unacceptable.

# 3.4. Goods and Services Delivery Deadline

**Lot 1.** – **Central Dispatching System**

Tenderer shall deliver subject goods and services no later than 15 months from contract effectiveness, in accordance with Technical Specification (Chapter 3, Tender Documents)

If tenderer offers deadline for the delivery of subject goods and services longer than 15 months the tender will be rejected as unacceptable.

Tender must include deadlines for goods and services delivery which the tenderer states in Tender Form (Form 2, Tender Documents) and which must be harmonized with the phases from Time Schedule (Form 8, Tender Documents).

**Lot 2.** – **Central Planning System**

Tenderer shall deliver subject goods and services no later than 20 months from contract effectiveness, in accordance with Technical Specification (Chapter 3, Tender Documents)

If tenderer offers deadline for the delivery of subject goods and services longer than 20 months the tender will be rejected as unacceptable.

Tender must include deadlines for goods and services delivery which the tenderer states in Tender Form (Form 2, Tender Documents) and which must be harmonized with the phases from Time Schedule (Form 8, Tender Documents).

# 3.5 Goods and Services Delivery Time Schedule for Lot 1 and Lot 2

Tenderer shall define in a separate annex the Goods and Services Delivery Time Schedule (Form 8, Tender Documents) per implementation phases, considering the goods and services delivery deadlines under item 3.3. hereof.

If the tenderer fails to submit Time Schedule from the previous paragraph, tender will be rejected as unacceptable.

# 3.6. Services and Goods Point of Delivery for Lot 1 and Lot 2

Services and Goods Point of Delivery are EPS, Belgrade, Carice Milice 2 and PE EPS Branches (communication testing), according to the list of the Employer that will be an integral part of the Contract for the subject procurement.

# 3.7. Qualitative and Quantitative Acceptance for Lot 1 and Lot 2

**Qualitative Acceptance**

Tenderer shall deliver the subject of procurement in accordance with Technical Specification (Chapter 3, Tender Documents) and applicable legislation.

Tenderer shall guarantee for the quality of the delivered goods and services.

**Quantitative Acceptance**

Tenderer shall inform the Employer in writing or by e-mail about the exact date of goods and services delivery, at least two business days prior to the planned delivery date, for each delivery.

Contract subject (goods and services) acceptance shall be performed by packing list signing, including name and surname, signature and ID number of the authorized person of the Employer who received goods and service, and by checking the following:

* whether the contracted quantity is delivered;
* whether goods are delivered in the original package;
* whether there is any visible damage to the goods.

Protocol on Quantitative and Qualitative Acceptance is prepared after goods and services acceptance and it is signed by both parties.

Completion of the executed work that is the subject of the procurement includes goods and services delivery for all phases:

* **Lot 1** – 9 phases in total, stated in item 3.2.15 Expected General CDS Project Plan
* **Lot 2** – 4 phases in total, stated in item 3.3.7 Expected General CPS Project Plan

**3.8. Warranty Period for Lot 1 and Lot 2**

Warranty Period for the procurement subject is minimum 12 months from the date of quantitative and qualitative acceptance of goods, proved by the Protocol on Quantitative and Qualitative Acceptance of goods and services.

The selected Tenderer shall at his own expense remedy all potential defects during the warranty period.

1. **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**

|  |  |
| --- | --- |
| **No.** | **4.1 MANDATORY CONDITIONS FOR PARTICIPATION IN**  **PUBLIC PROCUREMENT PROCEDURE FROM ARTICLE 75 OF**  **PUBLIC PROCUREMENT LAW**  (applied both for Lot 1 and for Lot 2) |
| 1. | **Condition: That Tenderer is registered with the competent authority i.e. entered into the corresponding register;**  **Evidence for Local Bidders:**  - **for Legal Entity:** Excerpt from the register of Business Registers Agency i.e. excerpt from register of competent Commercial Court  - **for Entrepreneurs:** Excerpt from register of Business Registers Agency i.e. excerpt from relevant register  *Note:*   * *In case that Tender is submitted by Group of Bidders, this evidence shall be submitted for each member of Group of Bidders* * *in case that Tenderer submits Tender with Subcontractor, this evidence shall be also submitted for each Subcontractor*   **Evidence for Foreign Bidders**:   * Certificate issued by State Authority of its head office. |
| 2. | **Condition: That Tenderer and 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**  **Evidence for Local Bidders:**  - **for Legal Entity:**  1) FOR LEGAL REPRESENTATIVE **– Certificate from Criminal Records issued by competent Police Department of Ministry of Internal Affairs** – request for this Certificate issuing may be submitted pursuant to **place of birth** or pursuant to **place of residence**.  2) FOR LEGAL ENTITY – For criminal offence of organized crime – Certificate issued by Special Department (for organized crime) of Belgrade Higher Court, which confirms that Tenderer (Legal Entity) has not been convicted for any of criminal acts as member of organized criminal group. In this regard, there is published notification at web page of Belgrade Higher Court <http://www.bg.vi.sud.rs/lt/articles/o-visem-sudu/obavestenje-ke-za-pravna-lica.html>  3) FOR LEGAL ENTITY – For commercial criminal offence,criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud – **Certificate issued by Magistrate Court** (**which includes data from criminal records which are under authority of regular criminal department of Higher Court**) of head office of Local Legal Entity i.e. head office of Branch of Foreign Legal Entity, which confirms that Tenderer (Legal Entity) has not been convicted for commercial criminal offence, criminal offence against environment, criminal offence of receiving or offering bribe, criminal offence of fraud.  ***Special Note****:* If Certificate issued by Magistrate Court does not include data from criminal records which are under authority of regular criminal department of Higher Court, it is necessary also to submit, besides Certificate issued by Magistrate Court, Certificate issued by Higher Court of head office of Local Legal Entity i.e. head office of Branch of Foreign Legal Entity, which confirms that Tenderer (Legal Entity) has not been convicted for **commercial criminal offence and criminal offence of receiving bribe.**  **- for Individual and Entrepreneur: Certificate from criminal records of competent Police Department of Ministry of Internal Affairs** – request for this Certificate issuing may be submitted pursuant to **place of birth** or pursuant to **place of residence**.  ***Note:***   * *In case that Tender is submitted by Legal Entity, it is necessary to submit this evidence both for Legal Entity and for Legal Representative* * *In case that Legal Entity has several Legal Representatives, the stated evidence shall be submitted for each of them* * *In case that Tender is submitted by Group of Bidders, the stated evidence shall be submitted for each member of Group of Bidders* * *In case that Tender is submitted by Tenderer with Subcontractor, the stated evidence shall be submitted for each Subcontractor*   **Evidence for Foreign Bidders**:   * Certificate issued by State Authority of its head office.   **The stated evidence may not be older than two months prior to Opening of Bids** |
| 3. | **Condition: That Tenderer settled all due taxes, contributions and other public duties in accordance with regulations of the Republic of Serbia or foreign state of its head office**  **Evidence for Local Bidders:**  - **for Legal Entity, Entrepreneurs and Individuals:**  **1. Certificate issued by Tax Administration** of Ministry of Finance and Economy, that it has settled due taxes and contributions **and**  **2.** **Certificate issued by Public Revenue Administration of Local Authorities (city i.e. Municipality)** pursuant to head office of tax payer of Legal Entity and Entrepreneur, i.e. pursuant to place of residence of Individual, that it has settled duties for the original local public revenue.  **Note:**   * *If Local (Municipal) Public Revenue Administration states within its Certificate that evidence for certain original local public revenue is also acquired from other local Authorities/Organizations/Institutions, Tenderer is under obligation to submit, together with Certificate issued by Local Public Revenue Administration, Certificates issued by those other Local Authorities/Organizations/Institutions.* * If Tenderer is within Privatization Procedure, instead of the above stated two evidence, it is necessary to submit **Certificate issued by Privatization Agency that it is within Privatization Procedure** * *In case that Tender is submitted by Group of Bidders, the stated evidence shall be submitted for each member of the Group* * *In case that Tender is submitted by Tenderer with Subcontractor, the stated evidence shall also be submitted for Subcontractor (in case of several Subcontractors, for each of them)*   **Evidence for Foreign Bidders**:   * Certificate of State Authority of its head office.   **The stated evidence may not be older that two months prior to Opening of Bids.** |
| 4. | **Condition: That Tenderer fulfilled obligation from applicable regulations on Safety at Work, Employment and Work Conditions, Environmental Protection, and that he has no ban on performing activities which is effective at time of Tender submission.**  **Evidence for Local Bidders:**  Signed and verified Form of Statement pursuant to Article 75 Paragraph 2 of Law on Public Procurement (Form 3)  **Note:**   * *Statement shall be signed by person authorized to represent Tenderer and verified by seal.* * *In case that Tender is submitted by Group of Bidders, Statement shall be submitted for each member of Group of Bidders. Statement shall be signed by person authorized to represent Bidders from Group of Bidders and verified by seal.* * *In case that Tender is submitted by Tenderer with Subcontractor, Statement shall be submitted for each Subcontractor. Statement shall be signed by person authorized to represent Subcontractor and verified by seal.*   **Evidence for Foreign Bidders**:   * Certificate issued by State Authorities of its head office. |
|  | * 1. **ADDITIONAL CONDITIONS FOR PARTICIPATION IN**   **PUBLIC PROCUREMENT PROCEDURE FROM ARTICLE 76 OF**  **LAW ON PUBLIC PROCUREMENT**  (applied for Lot 1 and for Lot 2)  Within Public Procurement Procedure Tenderer shall prove that it fulfills the following additional conditions: |
| 5. | **Condition: That it has required financial capacity, i.e.:**   * that for the previous 3 (three) fiscal years (2014, 2015 and 2016) it had revenues of minimum 2 (two) million EUR per year; values expressed in RSD will be calculated in EUR according to middle exchange rate of the National Bank of Serbia on the last day of fiscal year to which financial statements refer to; * that it has been profitable in the past three fiscal years (2013, 2014 and 2015); * that in the last 6 (six) months preceding the day of Tender Announcement on Public Procurement Portal, has not recorded any restriction on its current accounts.   **Evidence:**   * + Balance Sheet and Income Statement for the previous three fiscal years (2014, 2015 and 2016), with Opinion of Certified Auditor, if any; If the Tenderer is not the subject of Audit in accordance with Law on Accounting and Law on Audit and is under obligation to submit, together with Balance Sheet and Income Statement, appropriate Document – Notification in terms of legal regulations for each of the stated years – Notification on Classification of Legal Entity;   **or**   * + Solvency Report, Form SR PP for previous three fiscal years (2013, 2014 and 2015) issued by Business Registers Agency   **and**   * + Certificate on Liquidity Data issued by National Bank of Serbia – Enforced Collection Department, for time period of previous 6 months prior to date of Invitation Announcement at Public Procurement Portal.   **Note**: If Solvency Report SR-PP includes data on insolvency for the stated previous 6 months, it is not necessary to submit Certificate issued by National Bank of Serbia.  **i.e. Foreign Bidders**   * + Balance Sheet and Income Statement for the previous three fiscal years (2013, 2014 and 2015), with Opinion of Certified Auditor, if any. If the Tenderer is not the subject of Audit in accordance with State regulations of its head office, it is under obligation to submit, together with Balance Sheet and Income Statement, Statement provided under substantive and criminal liability, that it is not the subject of Audit for the stated years. If Audit of Reports for year 2015 has not been completed yet – Notification in terms of legal regulations for each of the stated years – Notification on Classification of Legal Entity;   + under territorial and criminal liability, that it is not the subject of Audit for the stated years. If Audit of Report for year 2015 has not been completed yet, Tenderer shall submit Statement within Bid, under substantive and criminal liability, regarding the stated facts.   + Certificate or Opinion or Statement of Bank or other Specialized Institution, in accordance with State regulations of its head office, regarding blocked account of Tenderer for time period of previous 6 months prior to date of Invitation Announcement at Public Procurement Portal. |
| 6. | **Condition: To have required business capacity, i.e.:**   * Previous experience at other Contracts which are reference for implementation of Public Procurement Subject, i.e. that it implemented/contracted similar Projects on Planning and/or Management and Control of electric power generation within Energy Sector: * *at least 3 Projects from RR implemented within Electric Power Companies which operate in terms of liberated market during last 5 years until date of Tender submission of total value of minimum 2 million EUR, out of which:*   + - *at least 1 complex Project of production and technical information system in Electric Power Company which has at least 80% of market share within electric power generation and operates with more than 1.000 МW capacity, of total value of minimum 250,000 EUR,* * *at least 3 Projects of Management and Control Systems implemented within Electric Power Companies which operate in terms of liberated market during last 5 years until date for Tender Submission of total value of minimum 1 000 000 EUR, out of which:*   + - *at least 1 complex Project of Management and Control Integration Implementation in Thermal Power Plants, Hydro Power Plants, Regional or Distribution Centers, in Electric Power Company, of total value of minimum 500 000 EUR,* * Tenderer owns Certified Quality Management System in accordance with requirements of Standards ISO 9001, ISO 14001, OHSAS 18001, ISO 27001;   Evidence:   * Reference List in accordance with Form 7 of Tender Documentation; * Certificate, one or more, issued by previous Employers/Customers in accordance with Form 7.1 Reference from Tender Documentation;   Value of reference goods, stated within Reference List and Certificates on performed delivery of goods and services, of similar type in foreign currency, shall be calculated in RSD according to official middle exchange rate of RSD in accordance with data of National Bank of Serbia on date of Contract signing.   * Applicable Certificate ISO 9001, ISO 14001, OHSAS 18001, ISO 27001; |
| 7. | **Condition: To have required staff capacity, i.e.:**   * minimum 30 employed/engaged persons with high degree of education and experience at same or similar Projects and who shall be engaged at Projects defined within Lots of this Tender Documentation. The same or similar Projects mean Projects within Energy Sector regarding Planning and/or Management and Control of Electric Power Generation. * minimum 5 employed/engaged programmers with experience at same or similar Projects, who shall be engaged at Projects defined within Lots of this Tender Documentation. The same or similar Projects mean Projects within Energy Sector regarding Planning and/or Management and Control of Electric Power Generation. * Personal Licenses of persons employed/engaged by the Tenderer   + one certified Designer with License 353 – Projects of telecommunication networks and systems   + one certified Contractor with License 453 – Installing of telecommunication networks and systems * Minimum 1 employee holding Certificate CBAP – Certified Business Analysis Professional, issued by International Institute for Business Analysis * Minimum 1 employee holding Certificate PMI-PBA - Certified Professional in Business Analysis issued by Project Management Institute   Evidence:   * Statement of Tenderer on number of employed/engaged persons (Form 9 of Tender Documentation); * List of employed/engaged persons who shall be responsible for Contract execution (Form 9.1 of Tender Documentation); * List of employed/engaged programmers who shall be responsible for Contract execution (enter into Form 9.1 of Tender Documentation); * CV of employed/engaged persons who shall be responsible for Contract execution (Form 9.2 of Tender Documentation). CV shall be followed by Statement of the stated person as well as Tenderer that it is true and correct and Statement on exclusivity and availability of persons for participation in performance of services which are the subject of this Public Procurement (filled in, signed and verified by seal Form No. 9); * Copies of relevant individual M Forms or Employment Contracts for the stated persons and engineers employed by the Tenderer or temporary service agreements with the Tenderer with no Employment Contract; * For persons employed (with Employment Contract or with no Employment Contract) by Foreign Bidder: Statement of the Tenderer (verified by seal, signed by authorized person, provided under full criminal and substantive liability) which confirms that person is employed within Company of Tenderer and which stated time period of the stated person employment by Tenderer and type of works performed; * Copies of personal licenses of persons employed/engaged by the Bidder:   + one certified Designer holding License 353 – Projects of telecommunication networks and systems and Certificate issued by Serbian Chamber of Engineering on its validity   + one certified Contractor holding License 453 – Installing of telecommunication networks and systems and Certificate issued by Serbian Chamber of Engineering on its validity   + Copy of Certificate issued by International Institute for Business Analysis;   + Copy of Certificate issued by Project Management Institute; |

***Tender of Tenderer who does not prove fulfillment of the stated mandatory and additional conditions from items 1 to 7 of this Form for Lot 1 and/or Lot* 2 *(****except for the conditions referred to in item 7, which relates to licenses for telecommunication networks and systems 353 in 453, not being condition for Lot 2)****, shall be rejected as unacceptable****.*

**1**. **Each Subcontractor** shall fulfilconditions from Article 75 Paragraph 1 Item 1), 2) and 4) of the Law, which it proves by submitting evidence stated within this Section.

Requirements related to capacities from Article 76 of the Law, Tenderer shall fulfil cumulatively with Subcontractor.

**2.** **Each Tenderer from Group of Bidders** that submits joint Tender shall fulfil conditions from Article 75 Paragraph 1 Item 1), 2) and 4) of the Law, which it proves by submitting evidence stated within this Section. Conditions related to capacities from Article 76 of the Law the Group of Bidders shall fulfil together, on the basis of evidence submitted in accordance with this Section of Tender Documentation.

**3.** ***Evidence on fulfillment of conditions from Article 77 of the Law*** *may be submitted as unverified copy. Prior to making decision on Contract award, Employer may request from Bidder, whose Tender is evaluated as most favorable on the basis of Public Procurement Committee Report, to submit for review original copy or verified copy of all or certain evidence.*

*If the Tenderer fails to submit original or verified copy of requested evidence within the given adequate deadline, which cannot be shorter* ***than five days,*** *the Employer shall reject its Tender as unacceptable.*

**4.** While submitting Bid, **person registered with the Tenderer Register is not under obligation** to prove fulfillment of mandatory conditions for participation in Public Procurement Procedure, i.e. Employer cannot reject it as unacceptable Tender because it does not include evidence stipulated by the Law or Tender Documentation, if the Tenderer stated in the Tender web page where requested data are publicly available.

In that case Tenderer may, within Statement (which shall be signed and verified), state that it is registered with Tenderer Register. Together with the mentioned Statement, Tenderer may submit photocopy of Decision on Tenderer registration with Tenderer Register.

**5.** Pursuant to Article 79 Paragraph 5 of the Law **Tenderer is not under obligation to submit the following evidence publicly available at web pages of Authorities:**

1) Excerpt from the Register of the Competent Authority

- excerpt from APR Register: [www.apr.gov.rs](http://www.apr.gov.rs)

2) Evidence from Article 75 Paragraph 1 Item 1), 2) and 4) of the Law

- Tenderer Register: [www.apr.gov.rs](http://www.apr.gov.rs)

**6.** If the evidence on fulfillment of conditions is document in e-form, Tenderer shall submit written copy of document in e-form, in accordance with the Law governing document in e-form.

**7.** 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.

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

**9.** If the evidence from Article 77 Paragraph 1 of the Law is not issued in the country where the Tenderer has its seat, Tenderer may, 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 Authority of that country.

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

**11**. All Contractors stated within the Tender by the Bidder, shall be engaged for Procurement execution, and after completion of most favorable Tender selection and Contract Award.

**12.** Tenderer is under obligation, without delay and not later than five days from change that occurred in any of evidence data, to notify Employer in writing regarding that change and to provide evidence in stipulated manner.

**5. CONTRACT AWARDING CRITERIA**

5.1. Selection of most favorable Tender shall be performed applying criteria of **"The Lowest Offered Price"** both for Lot 1 and for Lot 2.

Criterion for Tender evaluation **The Lowest Offered Price** is based on offered price as the only criterion.

5.2. **Manner of selection of most favorable Tender in case of Bids with the same offered price**

If two or more Bids have the same lowest offered price, the most favorable shall be selected by lot.

Selection by lot shall include only Bids with the same lowest offered price.

Employer shall notify in writing all Bidders that submitted Bids on date of Tender selection by lot.

Selection of Bids by lot shall be performed publicly by Employer, in the presence of Bidders that have the lowest offered price.

At separate papers which are of the same size and color, Employer shall write names of Bidders, those papers shall be put in box and one member of the Committee shall draw only one paper.

Tenderer whose name is written on drawn paper shall be awarded Contract on Public Procurement.

Employer shall prepare and submit Minutes on performed selection by lot.

1. **INSTRUCTION TO TENDERERS ON HOW TO PREPARE TENDER FOR LOT 1 AND LOT 2**

The Tender Documents contain Instructions to Bidders on how to prepare a Tender and the necessary data on the Employer’s requirements in terms of the 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 the 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 for Lot 1 and Lot 2 are provided under Section 3 of the Tender Documents.

* 1. **Information on the language in Public Procurement Procedure**

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 language, while technical documentation of standard product may be in English.

If some of the evidence or documents are in another foreign language, except for technical documentation of standard product which may be submitted in English, they shall be translated into Serbian and certified by the authorized translator.

If the Tender with all its Annexes is not prepared in Serbian and/or technical documentation of standard product in English, Tender shall be rejected as unacceptable.

Employer retains the right to review evaluations of Bids during Procedure and to determine part of the Tender related to technical documentation which should be translated into Serbian and verified by certified translator within the appropriate deadline.

* 1. **Tender Preparation and Tender Submission**

Tenderer is under obligation to prepare Tender entering requested data into Forms which are integral part of Tender Documentation and it is certified by seal and signature of legal representative, another representative entered in the Register of competent Authority or person authorized by the legal representative with submission of Power of Attorney in Bid, together with other documents which are mandatory content of the Bid.

Tenderer is under obligation to state the following in Tender Form: total price without VAT, Tender validity period, as well as other elements from Tender Form.

It is recommended that all documents submitted within Tender should be numbered and bound in one whole (by red tape, tape, etc.), thus preventing additional insertion, removal or replacement of individual sheets of paper i.e. annexes.

It is necessary for Tenderer to number each Tender page by ordinal numerals, including blank pages, by hand, computer or typewriter (writing "1 оf n", "2 оf n" and so on until "n of n", and "n" is total number of Tender pages).

It is recommended that evidence attached to Bid, which cannot be damaged, numbered due to its importance (e.g. bank guarantee.....), shall be put in special plastic pocket, while this plastic pocket shall be visibly numbered by ordinal numerals of Tender page. 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 fulfilment of Tender Documents conditions, in person or by mail, in a closed envelope or box, so that it can be verified with certainty that it is opened for the first time, to the following address:

Public Enterprise Electric Power Industry of Serbia, No. 13 Balkanska Street, Registry Office – labeled with: "Tender for Public Procurement of Goods "Central Distribution System – Central Planning System Phase 1 and 2", for Lot*\_\_\_\_\_\_\_\_ (enter number and name of Lot)*, Public Procurement No. PP 1000/0154/2016 – DO NOT OPEN".

Tenderer shall submit Tender for each Lot separately.

Together with written Bid, Tenderer shall submit CD or USB with Tender in pdf form, in closed and sealed envelope (pdf form should provide - search).

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

In case that Tender is submitted by a Group of Bidders, it is necessary to indicate on the back of the envelope that it is a Group of Bidders and to list the names and addresses of all members of Group of Bidders.

Tenderer may submit only one Tender for one Lot.

Tender may be submitted by Tenderer independently, by Group of Bidders and by Tenderer with Subcontractor.

Tenderer that submitted Tender individually may not simultaneously participate in Joint Tender or as 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 Bidders submitting a Joint Bid, i.e. participate in only one Joint Bid.

If the Tenderer has, within the group of Bidders, submitted two or more Joint Bids, the Employer shall reject all such Bids.

The Tenderer who is the member of the Group of Bidders may not simultaneously participate as Subcontractor. In the event that the Tenderer acts contrary to these instructions, each Tender it participates shall be rejected.

In case of Joint Tender of Group of Bidders, all Forms shall be signed and verified by member of Group of Bidders who is appointed as Contractor within Agreement of members of Group of Bidders (except Forms which mean providing Statements under substantive and criminal liability), which shall be filled in, signed and verified by each member of Group of Bidders individually.

* 1. **Data on Tender content for Lot 1 and Lot 2**

Content of the Bid, apart from Tender Form, includes all other evidence / Statements on fulfillment of conditions from Article 75 and 76 of Public Procurement Law, stipulated in Article 77 of the Law, that are listed in the Tender Documentation, as well as all required Annexes and Statements (filled in, signed and verified by seal) in the manner provided in the following paragraph of this item:

1. Statement on independent Bid;

2. Tender Form;

3. Statement in accordance with Article 75 Paragraph 2 of the Law;

4. Price Structure;

5. Financial Security Instruments for Tender Bond in accordance with Item 6.16 of Tender Documentation;

6. Form of Costs for Tender Preparation, if Tenderer requests reimbursement of costs in accordance with Article 88 of the Law;

7. Bidders Reference List;

7.1 Certificate of Reference Procurement;

8. Time Schedule for Delivery of Goods and Providing Services from Item 3.5 of Tender Documentation;

9. Statement of Tenderer on number of employed/engaged persons;

9.1 List of engaged persons who shall be responsible for Contract Implementation;

9.2. CV of Team Member;

10. Minutes of Meeting on performed delivery of goods/provided services or performed works;

11. Statement on offered CDS (Lot 1) or CPS (Lot 2) solution;

12. Model of Confidentiality Agreement regarding Business Secret and confidential information;

13. Form of Group of Bidders Agreement (in case of Joint Tender submission);

14. Signed and verified by seal Form – Contract Model

15. Forms, Statements and Evidence stipulated by Item 6.8 or 6.9 of this Instruction in case that Tender is submitted by Tenderer with Subcontractor or Joint Tender is submitted by Group of Bidders;

16. Теchnical Documentation which proves fulfillment of required technical characteristics stated within Section 3 of Tender Documentation, which includes the following:

* Detailed Specification of offered equipment and services with unit prices and total price issued on Bidder's letterhead, sealed and verified by legal representative;
* Statement issued on Bidder's letterhead, which provides Bidder's guarantee that delivered goods shall be original, new from factory, from ongoing production, without damage, unused and in completely correct condition, with technical properties in accordance with Technical Specification which is an integral part of this Tender;
* Теchnical Documentation which shall be on CD or USB.

Employer shall reject as unacceptable all Bids which do not fulfill conditions from Invitation to Tender Submission and Tender Documentation.

Employer shall reject as unacceptable Tender of Tenderer for which it is determined within Expert Evaluation Process that evidence which present integral part of the Tender include false information.

* 1. **Tender Submission Deadline and Tender Opening**

Employer has issued Pre-Announcement (JP EPS No. 12.02.172298/1-16 dated 06.05.2016), on Intent to implement the subject procurement at the Public Procurement Portal and website of the Employer.

A timely Tender is deemed to be a Tender received in accordance with Invitation to Tender Submission published at Public Procurement Portal, regardless of the sending method.

If the Tender is submitted after the expiry of the Tender submission deadline indicated in the Invitation, it shall be considered as untimely, while the Employer shall after completion 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 date stated within Invitation to Tender Submission at premises of Public Enterprise Electric Power Industry of Serbia, Belgrade, 13 Balkanska Street.

Bidders’ representatives taking part in the public Tender Opening Procedure shall prior to public Tender Opening Procedure submit Power of Attorney in writing for participation in this procedure to Public Procurement Committee (it should be issued on the Bidder’s letterhead), filed, sealed and signed by legal representative of Tenderer or another representative entered in the register of the Competent Authority or person authorized by the legal representative with submission of Power of Attorney in Bid.

Public Procurement Committee shall take Minutes of Tender Opening containing the data stipulated by the Law.

Minutes of the Tender Opening is signed by members of the Committee and authorized representatives of the Tenderer that take over the copy of the Minutes.

The Employer shall within three (3) days after the Tender Opening Procedure has been completed send Tender Opening Minutes by post or e-mail to Bidders who did not participate in the Tender Opening Procedure.

* 1. **Manner of Tender amendment, addition and cancellation**

Within Tender Submission period, the Tenderer may amend or supplement already submitted Tender in writing to the Employer’s address, Public Enterprise Electric Power Industry of Serbia, 13 Balkanska Street, Registry Office - labelled with ‘AMENDEMENT – ADDITION – Tender for Public Procurement of goods "Central Distribution System – Central Planning System", for Lot ***\_\_\_\_\_\_\_\_*** *(enter number and name of Lot)*, Public Procurement PP 1000/0154/2016 – DO NOT OPEN“.

In the event of amendment or addition of the submitted Bid, 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 already submitted Bid.

Within Tender submission period, the Tenderer may revoke its already submitted Tender in writing to the Employer’s address, Public Enterprise Electric Power Industry of Serbia, 13 Balkanska Street, Registry Office - labelled with: ‘CANCELLATION - Tender for Public Procurement of goods "Central Distribution System – Central Planning System Phase 1 and 2", for Lot ***\_\_\_\_\_\_\_\_*** *(enter number and name of Lot)*, Public Procurement PP 1000/0154/2016 – DO NOT OPEN“.

If the Tenderer cancels an already submitted Tender prior to the expiry of Tender Submission period, the Employer shall not open this Bid, and it shall return it unopened to the Bidder.

If the Tenderer amends or revokes the submitted Tender after Tender Submission period has expired, the Employer shall collect the security instrument provided as Tender Bond. (If Financial Security Instrument is provided as Tender Bond).

* 1. **Lots**

Procurement is prepared in Lots and there are 2 (two) Lots.

Tenderer may submit Tender for one or for both Lots.

Tender shall include at least one whole Lot.

Tenderer is under obligation to state within the Tender whether Tender refers to entire Procurement or only to certain Lots.

In case that Tenderer submits Tender for Lot 1 and for Lot 2, it shall be submitted thus it may be evaluated for each Lot separately.

**Bids shall be submitted for each Lot in separate envelopes.**

* 1. **Tender with variants**

Tender with variants in not permitted.

* 1. **Submission of Tender with Subcontractors**

Tenderer is under obligation to state within Tender whether it shall trust Subcontractor to perform partial execution of Procurement. If Tenderer states in Tender that it shall trust the Subcontractor to perform partial execution of the Procurement, it shall state the following:

* name of Subcontractor, and in case that Contract between Employer and Tenderer is concluded, that Subcontractor shall be stated within the Contract;
* percentage of total value of Procurement which shall be trusted to Subcontractor, and which cannot be higher than 50% as well as part of the Subject Procurement that shall be performed through Subcontractor.

The Tenderer shall be fully responsible to the Employer for the execution of contracted Procurement, regardless of the number of Subcontractors and Tenderer shall, at Employer's request, enable it access to Subcontractor in order to determine fulfillment of conditions.

Tenderer is under obligation to submit evidence that Subcontractor fulfilled conditions from Article 75 Paragraph 1 Item 1), 2) and 4) of the Law, stated in Section Requirements for Participation under Article 75 and 76 of the Law and Instruction how to prove fulfillment of these requirements.

Additional conditions shall be filled in by Tenderer independently, regardless of engagement of Subcontractors.

All forms in the Tender shall be signed and certified by the Bidder, except Forms under full substantive and criminal liability, which shall be filled in, signed and certified by every Subcontractor on its own behalf.

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

Tenderer may engage as Subcontractor person not indicated in the Bid, if upon Tender submission Subcontractor sustained lasting insolvency, if the person fulfills all requirements defined for Subcontractor and if it obtains previous consent by the Employer. Upon Subcontractor's request and if allowed by type of Procurement Subject, Employer may transfer due claims directly to Subcontractor, for part of Procurement which is executed by that Subcontractor.

Prior to making decision on transfer of due claims directly to Subcontractor, Employer shall enable to Supplier to file complaint within 5 days from date of receiving Invitation issued by Employer, if claim is not due.

All this does not affect the regulation that Tenderer (Supplier) is completely responsible to Employer for performance of obligations from Public Procurement Procedure, i.e. for execution of contracted obligations, regardless of the number of Subcontractors.

Within this Procedure application of provisions of paragraph 9 and 10 of Article 80 the Law is not envisaged by Employer.

* 1. **Submission of Joint Bid**

In case that several Bidders submit a Joint Bid, they shall submit a Joint Procurement Execution Contract as integral part of the Bid, by which they are under obligation between themselves and towards Employer to joint execution of Procurement, which mandatory has to contain information stipulated by Article 81 paragraph 4, 5 and 7 of the Law, as follow:

* Data on member of the Group that shall be Contractor i.e. that shall submit Tender and that shall represent the Group of Bidders before the Employer;
* Work description of each of Bidders from Group of Bidders for Contract execution.

Also, names of persons should be stated in this Contract, who shall be responsible for Procurement execution.

*Each Tenderer from Group of Bidders that submit Joint Tender shall* fulfill conditions from Article 75 Paragraph 1 Item 1), 2) and 4) of the Law, stated within Section Requirements for Participation under Article 75 and 76 of the Law and Instruction how to prove fulfillment of these requirements.

Conditions regarding capacity, in accordance with Article 76 of the Law, shall be fulfilled jointly by Bidders from the Group of Bidders, on the basis of submitted evidence defined by Tender Documentation.

In the event of Joint Tender by Group of Bidders all forms are signed and certified by each member of the Group of Bidders on its own behalf. (Form Statement on Independent Tender and Statement Form in accordance with Article 75 Paragraph 2 of the Law).

Bidders from Group of Bidders have unlimited joint liability towards Employer.

* 1. **Price**

Price shall be expressed in RSD/EUR, without value added tax (VAT).

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

Unit prices and total offered price shall be expressed by two decimal places in accordance with rule of rounding up the numbers.

In case of calculation error Unit Price shall be relevant.

Tender expressed in two currencies shall be deemed unacceptable.

Local Tenderer may express price in EUR, and for the purpose of Tender evaluation, it shall be converted into RSD by using middle exchange rate of the National Bank of Serbia on date of Tender Opening beginning.

Offered price includes all costs related to implementation of the Subject Procurement to Delivery Site, as well as all related costs such as costs of transportation, insurance, customs, costs of Acceptance Testing, costs of Employer's Expert Team for Acceptance, costs of obtaining Financial Security Instruments etc.

If offered price includes import customs and other duties, Tenderer is under obligation to express that part separately in RSD.

Price shall be fixed and cannot be changed for the duration of the contract (Note: except in case that price is expressed in EUR). Contract price without VAT is a gross price for the purpose of calculation of tax on profit after deduction.

Price change shall not be considered as price adjustment with previously clearly defined parameters within Contract and this Tender Documentation.

In Form "Price Structure" (Form 4 of Tender Documentation) price breakdown of goods – equipment and services should be expressed according to Table in the stated Form, while total offered price should be expressed in Tender Form (Form 2 of Tender Documentation).

Contract shall be signed with prices expressed in RSD or EUR, in accordance with currency of the Bid.

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

Price is provided as criterion for Tender evaluation within the Subject Public Procurement.

* 1. **Deadline of delivery of goods, execution of services and implementation period services**

**Lot 1** – Central Distribution System

Tenderer is under obligation to perform delivery of subject goods and services within 15 months from the date of Contract effectiveness.

**Lot 2** – Central Planning System

Tenderer is under obligation to perform delivery of subject goods and services within 20 months from the date of Contract effectiveness.

* 1. **Warranty Period for Lot 1 and Lot 2**

Warranty Period shall not be shorter than 12 months.

Warranty Period starts on date of mutual signing of Protocol of Quantity and Quality Acceptance of Goods and Services.

* 1. **Time Schedule of Delivery of Goods, Execution of Services and Place of Delivery/Execution for Lot 1 and Lot 2**

Tenderer shall define Time Schedule of Delivery of Goods and execution of services within separate Annex (Form 8 of Tender Documentation).

If Tenderer fails to submit Time Schedule within Bid, Tender shall be rejected as unacceptable.

Places of delivery of goods-equipment and execution of services are the following:

* Employer's Office – Public Enterprise Electric Power Industry of Serbia, Belgrade, 2 Carice Milice Street,
* Branch Office
  1. **Manner and terms of payment for Lot 1 and Lot 2**

Payment of goods and services which are the subject of this Procurement shall be performed by Employer to current account of Selected Bidder, after delivery of goods and services and after signing of Protocol of Quality and Quantity Acceptance of goods by authorized representatives of Employer and Bidder, without objection, within up to 45 days and after receipt of valid invoice.

Acceptable manner of payment and invoicing for Employer is the following for:

**Lot 1**

Total value of delivered goods - equipment (hardware, software, spare parts and installation material), related to the subject phase from the Time Schedule, shall be paid as follows:

* **100%** of the total value of goods – equipment with the belonging VAT- shall be paid after execution of the complete delivery of goods – equipment based on the mutually signed Minute on Final Quantitative and Qualitative acceptance of goods – equipment by the authorized representatives of the Employer and the Tenderer – without objections, within 45 days from the date of receipt of the correct invoice from the Tenderer, issued on the basis of accepted and approved report, certified by the authorized representative of the Employer.

Total value of Services, related to the subject phase from the Time Schedule, shall be paid as follows:

Services of installation, implementation, testing and commissioning:

* **100%** of the total value of services of installation, implementation, testing and commissioning with the belonging VAT shall be paid after completion of installation, integration and commissioning based on the mutually signed Minute on Qualitative acceptance of performed services by the authorized representatives of the Employer and the Tenderer – without objections, within 45 days from the date of receipt of the correct invoice from the Tenderer, issued on the basis of accepted and approved report, certified by the authorized representative of the Employer.

Services of preparation of the Design documentation:

* **100%** of the total value of services of Design document preparation with the belonging VAT shall be paid after completion of the design documentation on the basis of mutually signed Minute on Qualitative acceptance of the Design Documentation by the authorized representatives of the Employer and the Tenderer – without objections, within 45 days from the date of receipt of the correct invoice from the Tenderer, issued on the basis of accepted and approved report of the Tenderer, certified by the authorized representative of the Employer.

Services of one-year technical support:

* **Quarterly** in the current quarter for the services executed in the previous quarter (with the belonging VAT), within 45 (forty five) days from the date of receipt of correct invoice, which shall be submitted by the Tenderer on the last working day of the quarter based on delivered documentation (reports, minutes) on performed services in that quarter accepted by the Employer and certified by the authorized representative of the Employer.

**Lot 2**

Total value of delivered goods - equipment (hardware, software, spare parts and installation material), related to the subject phase from the Time Schedule, shall be paid as follows:

* **100%** of the total value of goods – equipment with the belonging VAT- shall be paid after execution of the complete delivery of goods – equipment based on the mutually signed Minute on Final Quantitative and Qualitative acceptance of goods – equipment by the authorized representatives of the Employer and the Tenderer – without objections, within 45 days from the date of receipt of the correct invoice from the Tenderer, issued on the basis of accepted and approved report, certified by the authorized representative of the Employer.

Total value of Services, related to the subject phase from the Time Schedule, shall be paid as follows:

Services of installation, implementation, testing and commissioning:

* **100%** of the total value of services of installation, implementation, testing and commissioning with the belonging VAT shall be paid after completion of installation, integration and commissioning based on the mutually signed Minute on Qualitative acceptance of performed services by the authorized representatives of the Employer and the Tenderer – without objections, within 45 days from the date of receipt of the correct invoice from the Tenderer, issued on the basis of accepted and approved report, certified by the authorized representative of the Employer.

Services of preparation of the Design documentation:

* **100%** of the total value of services of Design document preparation with the belonging VAT shall be paid after completion of the design documentation on the basis of mutually signed Minute on Qualitative acceptance of the Design Documentation by the authorized representatives of the Employer and the Tenderer – without objections, within 45 days from the date of receipt of the correct invoice from the Tenderer, issued on the basis of accepted and approved report of the Tenderer, certified by the authorized representative of the Employer.

Services of one-year technical support:

* **Quarterly i**n the current quarter for the services executed in the previous quarter (with the belonging VAT), within 45 (forty five) days from the date of receipt of correct invoice, which shall be submitted by the Tenderer on the last working day of the quarter based on delivered documentation (reports, minutes) on performed services in that quarter accepted by the Employer and certified by the authorized representative of the Employer.

If the Tenderer offers any other payment method, the offer will be rejected as unacceptable.

Selected Tenderer shall state the amount in EUR in its invoice and also the conversion in RSD according to NBS exchange rate on the day of commencement of tax obligations.

In case that the selected Tenderer is a foreign entity - payments to non-resident shall be effected by the Employer after deduction of withholding tax on the stipulated value in accordance with the tax regulations of the Republic of Serbia. Stipulated price without VAT shall be treated as gross value for the purposes of calculation of withholding tax.

***In the event that the Republic of Serbia has concluded a contract on the avoidance of double taxation with the domicile country of the Tenderer and the subject of procurement is contained in the contract on the avoidance of double taxation***

Selected Tenderer, i.e. a foreign entity shall submit to the Employer, *when signing the Contract or within 8 days from the date of Contract signing, evidences about the resident status of the state of domicile, i.e. the certificate of residence certified by the competent authority of the state of domicile on the form stipulated by the regulations of the Republic of Serbia or as certified translation of the form stipulated by the competent authority of the selected Tenderer’s state of domicile and an evidence that it is the beneficial owner of income, if the Republic of Serbia has signed the Agreement for avoidance of double taxation with the Tenderer’s – non-resident’s state of domicile. The concluded Agreements for avoidance of double taxation are published on the website of the Ministry of finance, Tax Administration* ([*www.poreskauprava.gov.rs/sr/.../ugovori-dvostruko-oporezivanje*](http://www.poreskauprava.gov.rs/sr/.../ugovori-dvostruko-oporezivanje)*).*

*In case that the selected Tenderer – non-resident of RS fails to submit evidences about the residence status and that it is the beneficial owner of income, the Employer shall calculate and suspend payment of withholding tax at full rate according to the tax regulations of the Republic of Serbia published on the web site of the Ministry of finances (*[*www.mfin.gov.rs/zakoni*](http://www.mfin.gov.rs/zakoni)*), i.e. the Agreement for avoidance of double taxation entered into with the Tenderer’s state of domicile shall not be applied.*

*The Tenderer is required to provide evidence for each calendar year.*

*If the selected Tenderer, i.e. a foreign entity fails to submit evidences from the previous Article the Tenderer shall calculate, deduct and pay the withholding tax in accordance with the regulations of the Republic Serbia without applying the concluded Agreement for avoidance of double taxation with the Tenderer’s state of domicile.*

*If the services being the subject of procurement are not included in the Agreement for avoidance of double taxation the Tenderer shall calculate, deduct and pay the withholding tax in accordance with the regulations of the Republic Serbia.*

***In case that the Republic of Serbia did not enter into an Agreement for avoidance of double taxation with the Tenderer’s state of domicile or if the subject of procurement is not included in the Agreement for avoidance of double taxation,***

*the Tenderer shall calculate, deduct and pay the withholding tax in accordance with the regulations of the Republic Serbia published on the web site of the Ministry of finances (*[*www.mfin.gov.rs/zakoni*](http://www.mfin.gov.rs/zakoni)*).*

Invoice shall be delivered at the address of the Employer: Public Enterprise „Electric Power Industry of Serbia“ Belgrade, (the address to which the invoice is delivered), TIN, with mandatory annexes as follows: Minute on Qualitative acceptance / Minute on Quantitative acceptance / Acceptance Test Protocol and delivery note which includes the date of goods delivery, as well as quantity of delivered goods, with legibly written name and surname and signature of the Employer’s authorized person who performed acceptance of the subject goods.

Payment to the selected domestic Tenderer is effected in RSD at its current account in accordance with its instructions.

Payment to the selected foreign Tenderer shall be effected by remittance in EUR, at its foreign currency account in accordance with its instructions.

* 1. **Tender validity period for Lot 1 and Lot 2**

The tender shall be valid at least 90 (in letters: ninety) 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.

* 1. **Financial security instruments for Lot 1 and Lot 2**

Employer reserves the right to request the financial security instruments (hereinafter: FSI) by which Tenderers provide fulfillment of their obligations in the respective procedure, as well as fulfillment of their contract responsibilities.

All costs related to provision of financial security instruments and advance repayment shall be borne by the Tenderer, and the respective costs may be stated in the Form of costs for tender preparation.

All financial security instruments may be issued to the member of the Group of Tenderers of specified Agreement on the joint execution of procurement or tenderer, but not to the Subcontractor.

Financial security instruments shall be in the same currency as the Tender.

If the deadlines for execution of the contractual obligation are changed during the duration of the contract, the validity period of FSI shall also be extended.

* 1. **Tenderer shall submit the following financial security instruments for Lot 1 and Lot 2**

1. **Within the offer:**

***Tender Bond***

The Tenderer should provide original Tender Bond in the amount 5% of the offered price without VAT, on the **memorandum form of the Bank which issued the Bank Guarantee.**

Tender Bond shall be irrevocable, unconditional (without the right to object) and payable at first demand, valid at least 90 (in letters: ninety) calendar days longer than the Tender validity period.

Employer shall collect Tender Bond submitted with Tender if:

* The Tenderer after the deadline for submission of Tenders withdraw, revoke or amend its offer, or
* The Tenderer to whom the contract was awarded does not sign or refuses to sign the public procurement contract in due time, or
* In case, the Tenderer fails to submit the Performance Bond in accordance with the requirements from the Tender Documentation.

Where the head office of the bank guarantor is in the Republic of Serbia, in the event of a dispute under this Guarantee, jurisdiction of the court in Belgrade shall be recognized and the substantive law of the Republic of Serbia shall be applied.

Where the head office of the bank guarantor is outside the Republic of Serbia, in the event of a dispute under this guarantee, jurisdiction of the International Commercial Arbitration at the Serbian Chamber of Commerce shall be recognized, and application of its Regulations and procedural and substantive law of the Republic of Serbia.

The submitted bank guarantee may not include additional terms for payment, a shorter deadlines, less amount or altered territorial jurisdiction for disputes resolving.

The bank guarantee shall be returned to the Tenderer with whom contract was not signed immediately after signing the contract with the Tenderer whose tender was selected as the most eligible, and the Tenderer with whom the contract was concluded within eight days from the date of submission to the Employer security instruments for execution of contractual obligations which are required by the Contract.

OR

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

The Tenderer shall ensure payment for tender bond as deposit in the amount equal to 5% of the tender value, excluding VAT, to the account of the Employer:

* for payments in RSD, account No.160-700-13 with Banca Intesa AD Beograd;
* for payments in EUR, according to the following instructions:

*56: Intermediary: BCITITMM, INTESA SANPAOLO SPA, MILANO, ITALY*

*57: Account with institution: DBDBRSBG, BANCA INTESA AD, Beograd*

*59: Beneficiary: /RS35160005030000152939 , ELEKTROPRIVREDA*

*SRBIJE JP, Carice Milice 2, Beograd, Republic of Serbia*

with Banca Intesa AD Beograd) and to submit evidence on effected payment in the Tender.

All banking costs regarding payment and refund of deposits bears Tenderer.

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

*Paid amounts shall be returned to the Tenderer with whom contract was not signed immediately after signing the contract with the Tenderer whose tender was selected as the most eligible, and the Tenderer with whom the contract was concluded within eight days from the date of submission to the Employer security instruments for execution of contractual obligations which are required by the Contract*.

**Bank Performance Bond**

Selected Tenderer is obliged, at the moment of conclusion of the Contract, and at the latest within 10 (ten) days from the date of mutual signing of the Contract by the legal representatives of the contracting parties and prior to delivery, as a suspensive condition from the Article 74, paragraph 2 of the Law of obligations („Official Gazette of SFRY“ No. 29/78, 39/85, 45/89 – decision of the Constitutional Court and 57/89, „Official Gazette of SRY“ No. 31/93 and „Official Gazette of SCG“ No. 1/2003 – Constitutional Charter), as a financial security instrument for proper performance of works, to submit to the Employer the Bank Performance Bond.

The selected Tenderer shall deliver to the Employer an irrevocable, unconditional (without the right to objection) and payable upon first demand performance bond against the amount of 10% of total value of the contract, exclusive of VAT.

Bank Performance Bond shall be valid at least 30 (thirty) days longer than the agreed works execution deadline, i.e. the date of mutually signed Minute on Qualitative and Quantitative Acceptance of goods and services.

If during Contract implementation time for contractual obligation execution is extended, guarantee validity period must also be extended.

Submitted Bank Performance Bond may not include additional terms for payment, shorter deadlines, lower amount or changed territorial jurisdiction for solving disputes.

In the event that awarded Tenderer fails to meet the undertaken contractual obligations within specified deadlines and in a manner provided in the Contract, i.e. until the date of mutually signed Minute on Qualitative and Quantitative Acceptance of goods and services, Employer is authorized to collect on Bank Performance Bond.

Where the head office of the bank guarantor is in the Republic of Serbia, in the event of a dispute under this Guarantee, jurisdiction of the court in Belgrade shall be recognized and the substantive law of the Republic of Serbia shall be applied.

Where the head office of the bank guarantor is outside the Republic of Serbia, in the event of a dispute under this guarantee, jurisdiction of the International Commercial Arbitration at the Serbian Chamber of Commerce shall be recognized, and application of its Regulations and procedural and substantive law of the Republic of Serbia.

**For the aforementioned bank guarantee, the Tenderer is obliged, along with the offer, to submit an original binding letter on the bank's intention to issue a Bank Performance Bond. If the Tenderer does not submit an original binding letter on the bank's intention to issue a bank guarantee with the offer, the tenderer's tender will be rejected as unacceptable.**

**Content of the letter/ Bank’s Statement of Intent:**

Bank’s Statement of Intent on the issuance of a bank guarantee must be issued on the **memorandum of the commercial bank**, certified and signed by a bank's authorized person.

Bank’s Statement of Intent has a **binding** character and shall contain the following:

* Date of issue
* name, place and address of the bank (guarantor), the Tenderer (the client - the customer) and the user of the bank guarantee
* the text of the statement by which the bank confirms that at the request of the client (Tenderer) the bank will issue the irrevocable, unconditional (without protest) performance bank guarantee payable at first written demand, in the amount of 10% of the total contract value, VAT excluded, with the validity period 30 days longer than the contracted deadline for execution.
* that the guarantee will be issued for the account of the client (Tenderer) if his tender is selected as the most favorable in the public procurement of goods – Central dispatching system – Central planning system, phase 1 and 2“, for the Lot ***\_\_\_\_\_\_\_\_*** *(state No. and name of the Lot)*, Public Procurement No. JN 1000/0154/2016, conducted by the PE Electric Power Industry of Serbia Belgrade.

1. **After signing of Handing-Over of the subject of the Contract**

**Warranty Bond**

The selected Tenderer shall deliver to the Employer an irrevocable, unconditional (without the right to objection) and payable upon first demand warranty bond against the amount of 5% of total value of the contract, exclusive of VAT, valid at least 30 (thirty) days after expiry of warranty period.

The Tenderer shall submit the said Bank Guarantee within 3 days from the day of composing and signing the Protocol on Qualitative and Quantitative Acceptance of the respective goods and services, without any comments.

If the Tenderer fails to submit a Warranty Bond within the warranty period, the Employer has the right to collect a Bank Performance Bond.

If during Contract implementation time for contractual obligation execution is extended, guarantee validity period must also be extended.

Submitted Bank Performance Bond may not include additional terms for payment, shorter deadlines and lower amount.

The Employer is authorized to collect a warranty bond in the warranty period in case the Tenderer fails to fulfill its contractual obligations regarding the warranty period.

Where the head office of the bank guarantor is in the Republic of Serbia, in the event of a dispute under this Guarantee, jurisdiction of the court in Belgrade shall be recognized and the substantive law of the Republic of Serbia shall be applied.

Where the head office of the bank guarantor is outside the Republic of Serbia, in the event of a dispute under this guarantee, jurisdiction of the International Commercial Arbitration at the Serbian Chamber of Commerce shall be recognized, and application of its Regulations and procedural and substantive law of the Republic of Serbia.

**For the aforementioned bank guarantee, the Tenderer is obliged, along with the offer, to submit an original binding letter on the bank's intention to issue a Bank Performance Bond. If the Tenderer does not submit an original binding letter on the bank's intention to issue a bank guarantee with the offer, the tenderer's tender will be rejected as unacceptable.**

**Content of the letter/ Bank’s Statement of Intent:**

Bank’s Statement of Intent on the issuance of a bank guarantee must be issued on the **memorandum of the commercial bank**, certified and signed by a bank's authorized person.

Bank’s Statement of Intent has a **binding** character and shall contain the following:

* Date of issue
* name, place and address of the bank (guarantor), the Tenderer (the client - the customer) and the user of the bank guarantee
* the text of the statement by which the bank confirms that at the request of the client (Tenderer) the bank will issue the irrevocable, unconditional (without protest) performance bank guarantee payable at first written demand, in the amount of 5% of the total contract value, VAT excluded, with the validity period 30 days longer than the contracted deadline for execution.
* that the guarantee will be issued for the account of the client (Tenderer) if his tender is selected as the most favorable in the public procurement of goods – Central dispatching system – Central planning system, phase1 and 2“, for the Lot *\_\_\_\_\_\_\_\_ (state No. and name of the Lot)*, Public Procurement No. JN 1000/0154/2016, conducted by the PE Electric Power Industry of Serbia Belgrade.

**3. Submission of financial security instruments**

**1**. Financial security instrument - **Tender Bond** shall be delivered as an integral part of the Tender and shall be addressed to the Public Enterprise Electric Power Industry of Serbia, Belgrade, Carice Milice Street 2, 11000 Belgrade

**2.** Financial security instrument – **Performance Bond** shall be addressed to the Public Enterprise „Electric Power Industry of Serbia“ Belgrade, Carice Milice Street 2,11000 Belgrade **and shall be delivered personally or via post office to the address:**

**Public Enterprise Electric Power Industry of Serbia,** **Balkanska 13, 11000 Belgrade,** Department for public procurements, office No. 23,

***With the designation****:* **Financial Security Instrument for PP No. 1000/0154/2016**

**3**. Financial security instrument, i.e. Warranty Bond shall be addressed to the Public Enterprise „Electric Power Industry of Serbia“ Belgrade, Carice Milice Street 2,11000 Belgrade **and shall be delivered personally or via post office to the address of the Contract Beneficiary:**

**Public Enterprise Electric Power Industry of Serbia** **Balkanska 13, 11000 Belgrade,** Department for public procurements, office No. 23,

***With the designation****:* **Financial Security Instrument for PP No. JN 1000/0154/2016 for Lot 1 and separately for Lot 2,**

* 1. **Confidential data labelling method in the offer for 1 and Lot 2**

Data appropriately labelled 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.

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 treat as confidential the documents labelled in capital letters with “CONFIDENTIAL” in the upper right corner.

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

If certain information is labelled 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 fulfilment 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.

Compliance with obligations arising from occupational safety and health 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 that it was not prohibited from performing the activity in force at the time of tender submission (Form 3 of the Tender Documents).

* 1. **Patent use fee for Lot 1 and 2**

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

* 1. **The principle of environmental protection and the provision of energy efficiency for Lot 1 and Lot 2**

The Tenderer is obliged to procure goods that do not pollute, or which minimally affect the environment, i.e. which provide an adequate reduction of energy consumption, that is energy efficiency.

* 1. **Additional information and explanation for Lot 1 and Lot 2**

Interested parties may require from the Employer additional information or clarifications in written form regarding Tender preparation, no later than five days prior to the Tender submission deadline, at the address of the Employer, with the label: “CLARIFICATION – Invitation for the Public Procurement number 1000/0154/2016“ for the Lot \_\_\_\_\_\_\_\_\_ (*state number and name of the Lot*) or via e-mail address to: [marko.vujakovic@eps.rs](mailto:marko.vujakovic@eps.rs) and [ljubodrag.josipovic@eps.rs](mailto:slavica.vasic@eps.rs) during working days (Monday - Friday) from 07:30 to 15:30 hours. Request for clarification received after this time or during weekends/non-working day will be recorded as received on the next working day.

The Employer shall, within three days of receipt of the application publish an Answer on the Public Procurement Portal and its website.

Searching for additional information and clarification by phone is not allowed.

If the document from the public procurement procedure is delivered by the employer or the tenderer by e-mail or fax, the party that made the delivery is obliged to require the other party to confirm in the same manner the receipt of that document, which the other party is obliged to do when this is necessary as an evidence that the delivery was made.

If the Employer, within the deadline for submission of bids, changes or completes the tender documentation, it shall be obliged to publish without delay the amendment on the Public Procurement Portal and on its website.

If the Employer changes or completes the tender documentation eight or fewer days before the expiration of the deadline for submission of bids, the Employer is obliged to extend the deadline for submission of bids and publish a notice on the extension of the deadline for submission of bids.

Upon expiration of the deadline for submission of bids, the Employer cannot modify or supplement the tender documentation.

Communication in the procurement process is carried out in the manner prescribed in Article 20 of the Law.

Depending on the chosen type of communication, the Employer will act in accordance with the 13th principle taken by the Republic Commission for the Protection of Rights in Public Procurement Procedures at the 3rd General Session held on 14th of April 2014 (published on website [www.кjn.gov.rs](http://www.кjn.gov.rs)).

* 1. **Tender costs for Lot 1 and Lot 2**

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 such so as to be filled in, signed and certified by the seal of the Form of tender preparation costs (Form 6 of the Tender Documents).

If the procurement procedure has been ceased for reasons that are on the side of the Employer, the Employer shall reimburse to the Tenderer cost for making samples or models, if they are made in accordance with the technical specifications of the Employer and cost for obtaining security instruments, provided that the Tenderer asked for reimbursement of these costs in its tender.

* 1. **Additional explanation, control and permitted corrections**

**For Lot 1 and Lot 2**

Employer may, after the opening of tenders, 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.

If additional explanations are required, the Employer will leave a reasonable time for the Tenderers to act upon the order of the Employer, or to enable the Employer to control (insight) with the tenderer, as well as with its subcontractor.

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.

If the Tenderer does not agree with the correction of calculation errors, the Employer will reject his tender as unacceptable.

* 1. **Reasons for rejection of the Tender for Lot 1 an Lot 2**

The Tender shall be rejected:

* If it is untimely, unacceptable or inadequate;
* if the tenderer does not agree with the correction of calculation errors;
* if there are significant deficiencies in accordance with Article 106 of the Law.

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

* 1. **Deadline for issuing the Decision on the award of the contract / suspension**

The Employer will issue a decision on the award of the contract/suspension of the procedure within a maximum of 25 calendar days from the day of public opening of tenders.

The contract award decision/suspension of the procedure will be announced by the Employer on the Public Procurement Portal and on its website within 3 (three) days from the date of its adoption.

* 1. **Negative references for Lot 1 and Lot 2**

Employer may reject the tender if it has the evidence that tenderer in the previous three years prior to issuing of the Invitation for tenders submission, in the public procurement procedure:

* did not act in accordance with the ban from Article 23 and 25 of the Law;
* breached competition rules;
* submitted false data in tender or without justified reasons refused to conclude the public procurement contract, after contract was awarded to it;
* 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 fulfil its obligations under previously concluded public procurement contracts referring to the same subject of procurement, for the period of three previous years prior to the issuing of the Invitation for tenders submission. 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 fulfilment of obligations in public procurement procedure or fulfilment 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 fulfil essential contractual elements, provided in the manner and under conditions prescribed by the law governing contracts and torts;
* evidence on having engaged the persons not listed in tender as subcontractors i.e. members of the group of tenderers;
* Other relevant evidence appropriate to the public procurement subject that relates to the fulfillment of commitments in previous public procurement procedures or under previously signed contracts on public procurement.

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.

* 1. **Insight into documents for Lot 1 and Lot 2**

The Tenderer has the right to inspect the documentation on the conducted public procurement procedure after the decision on the award of the contract, i.e. the decision on termination of the procedure on which he can submit a written request to the Employer.

The Employer is obliged to provide the person from paragraph 1 with an insight into the documentation and copying of the documentation from the procedure on the applicant's expense, within two days from the date of receipt of the written request, with the obligation to protect the data in accordance with Article 14. of the Law.

6.28 Compliance with obligations arising from occupational safety and health regulations and other regulations for Lot 1 and Lot 2

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 that it was not prohibited from performing the activity in force at the time of tender submission (Form 3 of the Tender Documents).

**6.29 Safeguard of tenderers’ rights for Lot 1 and Lot 2**

Notice of deadlines and manner of filing a request for protection of rights, with detailed instructions on the content of the complete request for protection of rights in accordance with Article 151, paragraph 1, item 1) -7) of the Law, as well as the amount of the fee referred to in Article 156, paragraph 1, item 1) -3) of the Law and the detailed instruction on the certificate referred to in Article 151, paragraph 1, item 6) of the Law confirming that the payment of the fee was executed, which is enclosed with the request for protection of rights when filing a request to the Employer, in order to consider the request as complete.

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

The request for the protection of rights may be submitted by a tenderer or an interested party having an interest in the contract award, under the particular public procurement procedure and who has suffered or could suffer damage due to actions of the Employer contrary to the provisions of the Law.

The request for the protection of rights shall be submitted to the Employer, stating “Request for the protection of rights PP. No JN/1000/0154/2016, for the Lot *\_\_\_\_\_\_\_\_ (state the number and the name of the Lot).*

Copy of the request shall also be submitted by the applicant to the Republic Commission for Protection of Rights under the Public Procurement Procedures, to the following address: 11000 Belgrade, Str. Nemanjina 22-26.

The request for protection of rights shall include:

1. name and address of the applicant and contact person;
2. name and address of the Employer;
3. data on public procurement being the subject of the request or the employer’s decision;
4. violation of the regulation governing the public procurement procedure;
5. facts and evidence to prove the violation;
6. proof of payment of the fee referred to in Article 156 of the Law
7. applicant's signature.

The request for the protection of rights challenging the type of procedure, the contents of the invitation to tender or tender documentation shall be deemed timely if received by the Employer at least **seven days** before the tender submission deadline, regardless of the method of delivery, and if the applicant in line with Article 63, paragraph 2 of the Law pointed out to the Employer any deficiencies and irregularities, and the Employer has failed to remove the latter.

The request for protection of rights challenging the actions taken by the Employer prior to the tender submission deadline, and after the expiry of the deadline from the previous paragraph shall be considered timely if it is filed no later than the tender submission deadline.

After the contract award decision has been made and the decision to suspend the procedure, the deadline to submit the request for protection of rights is **ten days** from the date of publication of the decision at the Public Procurements Website.

The request for protection of rights does not restrict further activities of the Employer under the public procurement procedure in accordance with the provisions of Article 150 of the Law.

The Employer shall publish the notice on the request for the protection of rights at the Public Procurements Website and its own website no later than two days from the date of receipt of the request for protection of rights, which includes data from Annex 3LJ of the Law.

The Employer may decide to stop further activities if the request for protection of rights has been submitted, whereby its notice on the request for protection of rights shall state that the further public procurement procedure activities have been suspended.

The applicant shall pay a fee to the account of the budget of the Republic of Serbia (account number: 840-30678845-06, payment code 153 or 253, reference number \_\_\_\_\_\_\_\_\_\_\_, purpose: ZZP, JP EPS, PP. No. 1000/0154/2016, payment recipient: the budget of the Republic of Serbia:

* If by the application for the rights protection is contested public procurement procedure type, the content of the Invitation for tender submission, I.e. the content of the tender documents or the Employer other actions undertaken before the opening of tenders, the fee is RSD 250,000.00, considering that the estimated value of the public procurement for Lot 1 and Lot 2 exceeds 120.000.000,00 RSD;
* If by the application for the rights protection are challenged actions taken by the Employer after tenders opening, except of Decisions on the Contract award of public procurement, the amount of the fee is determined by the estimated value of the public procurement for Lot 1 and Lot 2 exceeds 120.000.000,00 RSD;
* If by the application for the rights protection is contested the Decisions on the Contract award of public procurement, the amount of the fee is determined as 0,1% from the sum of offered prices of selected Tenderers in the disputed Lots (Lot 1 and Lot 2).

Instructions for the payment of the fee is publicly available on the website of the Republic Commission for the Protection of Rights in Public Procurement Procedures:<http://www.kjn.gov.rs/ci/uputstvo-o-uplati-republicke-administrativne-takse.html>

**6.30 Conclusion of the Contract**

The Employer shall deliver the public procurement contract to the Tenderer to whom the contract was awarded within 8 (eight) days from the expiry of deadline for submission of request for protection of rights.

The Tenderer to whom the contract is awarded shall be obliged to submit a Tender Performance Bond within a maximum of 10 (ten) days from the date of conclusion of the contract.

If the Tenderer to whom the contract is awarded refuses to sign the contract or the contract is not signed within the specified deadline, the Employer will decide whether to conclude the Public Procurement Contract with the first next best Tenderer.

Also, the Tenderer is obliged to conclude the Agreement on keeping business secrets and confidential information to be provided by the Employer.

The Employer may conclude, before expiry of the deadline for submission of the request for protection of rights, the contract on public procurement if only one Tender has been submitted within the deadline for submission and if such Tender is acceptable in accordance with the Article 112 paragraph 2 item 5 of the Law.

**6.31** **Amendments during Contract duration if the reasons are to be stated for Lot 1 and Lot 2**

The Employer may after the signing of the public procurement contract without the public procurement procedure increase the procurement subject scope to the limits prescribed by Article 115, paragraph 1 of the Public Procurement Law. The scope of the subject of the public procurement from the Public Procurement Contract can be increased by up to 5% of the total value of the Contract, provided that it has secured financial resources for which it was not possible to know when planning the procurement.

Upon conclusion of the public procurement contract, the Employer may allow a change of price and other essential elements of the contract for objective reasons during the implementation of the Contract.

This contract may be amended only by a written annex, in accordance with the law and other bylaws, signed by the authorized persons of the contracting parties.

After the conclusion of this Agreement, the Employer may, without the implementation of the public procurement procedure:

* increase the scope of the subject matter of this Agreement to the limit prescribed in Article 115, paragraph 1 of the Law, for the following reasons: partial changes in the quantities contained in the specification of goods and services due to unforeseen circumstances (organizational changes, which can lead to an increase in the number of necessary licenses and workstations, to accommodate equipment, which can lead to an increase in the number of screens required for display, ...), using unit prices from the offer.
* extend the period of execution of services for objective reasons for the extension of realization of activities based on changes in laws and bylaws that directly affect the increase in volume, due to unplanned unavailability of locations and / or extraordinary events on the server or communication infrastructure that prevent commissioning of the device and require additional time for execution, in accordance with Article 115, paragraph 2 of the Law,

which will be regulated by the Annex of the Contract.

In the case from the paragraph 1. and 2. of this Article the Employer shall make Decision amending the contract containing the information in accordance with Annex 3L of the Law and publish the latter within three days of the adoption at the Public Procurements Website and submit a report to the Public Procurement Office and the State Audit Institution.

**7. FORMS**

**FORM 1**

**Lot 1**

In accordance with the Article 26 of Public Procurement Law “Official Gazette of the RS, no. 124/12, 14/15 and 68/15) we give the following

**STATEMENT ON INDEPENDENT BID**

In capacity of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(*write: tenderer, member of the group of tenderers in the joint tender, subcontractor)*

WE S T A T E

under full substantive and criminal liability that

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

(*full name and seat*)

Shall submit (joint) tender in the open procedure JN No. 1000/0154/2016, employer – Public Enterprise Electric Power Industry of Serbia, Belgrade, independently, without agreement with other tenderers or interested parties.

|  |  |  |
| --- | --- | --- |
| Date : | L.S. | Tenderer/Group member: |
|  |  |  |
|  |  |  |

***Note:***

* *If the joint tender is submitted by the group of tenderers the Statement shall be submitted for each member of the group of tenderers.*
* *The Statement must be filled in, signed by the authorized person for representing the tenderer from the group of tenderers and stamped.*
* *In filing the tender this form shall be copied in the required number of copies.*

**FORM 2**

**Lot 1**

**TENDER FORM**

Name of the tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenderer registry number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

(in case of joint tender the data of the Main contractor shall be indicated)

Based on invitation to tender in the open procedure of the public procurement „CENTRAL DISPATCHING SYSTEM – CENTRAL PLANNING SYSTEM PHASE 1

AND 2“, Lot 1. – Central dispatching system, ЈN number 1000/0154/2016, announced on the day \_\_\_\_\_\_\_\_\_\_\_\_\_ year on the Public Procurement Portal, we submit

**T E N D E R**

In accordance with required requests and conditions, defined by invitation and tender documentation, we fulfill all conditions for execution of public procurement.

|  |  |
| --- | --- |
| **PUBLIC PROCUREMENT NUMBER** | 1000/0154/2016 |

1. ***GENERAL TENDERER DATA***

|  |  |
| --- | --- |
| *Name of the tenderer:* |  |
| *Address of the tenderer:* |  |
| *Type of the legal entity: (micro, small, medium, large, natural person)* |  |
| *Identification number of the tenderer:* |  |
| *Tax identification number of the tenderer (TIN):* |  |
| *Name of the contact person:* |  |
| *Electronic address of the tenderer (e-mail):* |  |
| *Phone number:* |  |
| *Fax number:* |  |
| *Current account of the tenderer and bank name:* |  |
|  |  |
| *Person authorized for signing the contract* |  |

1. ***TENDER SUBMISSION METHOD:***

|  |
| --- |
| **А) INDEPENDENTLY** |
| **B) WITH SUBCONTRACTOR** |
| **C) JOINT TENDER** |

***Note:*** *circle the tender type and fill in the subcontractor data, if the tender is submitted with the subcontractor, i.e. the data on all the participants of the joint tender, if the tender is submitted by the group of tenderers*

1. ***DATA ON SUBCONTRACTOR***

|  |  |  |
| --- | --- | --- |
| *1)* | *Name of the subcontractor:* |  |
|  | *Address:* |  |
|  | *Type of the legal entity: (micro, small, medium, large, natural person)* |  |
|  | *Identification number:* |  |
|  | *Tax identification number:* |  |
|  | *Name of the contact person:* |  |
|  | *Percentage of total procurement value to be made by the subcontractor:* |  |
|  | *Part of the procurement to be performed by the subcontractor:* |  |
| *2)* | *Name of the subcontractor:* |  |
|  | *Address:* |  |
|  | *Identification number:* |  |
|  | *Tax identification number:* |  |
|  | *Name of the contact person:* |  |
|  | *Percentage of total procurement value to be made by the subcontractor:* |  |
|  | *Part of the procurement to be performed by the subcontractor:* |  |

***Note:***

*The table “Data on the subcontractor“ is to be filled only by the Tenderers submitting the tender with subcontractors, and if there is a larger number of subcontractors than given in the table, it is necessary to copy the mentioned form in sufficient number of copies, to be filled in and submitted for each subcontractor.*

1. ***DATA ON TENDER GROUP MEMBER***

|  |  |  |
| --- | --- | --- |
| *1)* | *Name of the tender group member:* |  |
|  | *Address:* |  |
|  | *Type of the legal entity: (micro, small, medium, large, natural person)* |  |
|  | *Identification number:* |  |
|  | *Tax identification number:* |  |
|  | *Name of the contact person:* |  |
| *2)* | *Name of the tender group member:* |  |
|  | *Address :* |  |
|  | *Identification number:* |  |
|  | *Tax identification number:* |  |
|  | *Name of the contact person:* |  |
| *3)* | *Name of the tender group member:* |  |
|  | *Address:* |  |
|  | *Identification number:* |  |
|  | *Tax identification number:* |  |
|  | *Name of the contact person:* |  |

***Note:***

*The table “Data on participant in joint tender“ is to be filled only by those tenderers that submit the joint tender, and if there is a larger number of participants than given in the table, it is necessary to copy the mentioned form in sufficient number of copies, to be filled in and submitted for each tenderer participating in the joint tender.*

**1. TOTAL PRICE amounts to RSD/ EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in letters: \_\_\_\_\_\_\_\_\_\_\_) (state the currency and price, VAT excluded) expressed without VAT, thereof:**

1. Total price of CDS license is RSD/ EUR: \_\_\_\_\_\_\_\_\_\_\_ (in letters: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

*(specify the currency and price, VAT excluded*)

1. Total price of implementation services is CDS RSD/ EUR:\_\_\_\_\_\_\_\_\_\_ (in letters: \_\_\_\_\_\_\_\_\_\_\_\_\_)

*(specify the currency and price, VAT excluded*)

1. Total price for specified equipment necessary for CDS implementation (visualization system ) is RSD/ EUR:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in letters:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

*(specify the currency and price, VAT excluded*)

*In case of foreign tenderers1*

price from the previous paragraph is the gross value of fees and is subject to withholding tax:

* 1. Under the Agreement on avoidance of double taxation which the Republic of Serbia has concluded with *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(* *indicate the domicile country of the Tenderer)*
  2. in full amount, given that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_( *indicate the domicile country of the Tenderer)* has not concluded an Agreement with the Republic of Serbia

1 *to be filled in only by the foreign person by circling the ordinal number and filing in the form*

1. **PAYMENT METHOD AND CONDITIONS:**

* 1. For procurement of CDS licenses: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(indicate the conditions)*
  2. For delivery services and implementations shall be performed upon delivery and acceptance of each phase of service execution, as follows:

|  |  |  |
| --- | --- | --- |
| ***O.no. #*** | **Implementation phase** | **% of total price or amount** |
| 1 | Phase 1: Analysis & Requirements Specification for CDS |  |
| 2 | Phase 2: Analysis & Requirements Specification for PMS |  |
| 3 | Phase 3: Preparation of target concept for CDS |  |
| 4 | Phase 4: Preparation of target concept for PMS |  |
| 5 | Phase 5: Installation and commissioning of software and equipment on the central platform, implementation of the system in the center |  |
| 6 | Phase 6 Introduction of CDS and functional testing for production organizational units of EPS |  |
| 7 | Phase 6.1: Introduction of CDS and functional testing for the Branch – HPP Djerdap |  |
| 8 | Phase 6.2: Introduction of CDS and functional testing for the Branch– ТPP Kostolac |  |
| 9 | Phase 6.3: Introduction of CDS and functional testing for the Branch– ТENT |  |
| 10 | Phase 6.4: Introduction of CDS and functional testing for the Branch– Drinsko-Limske HPPs |  |
| 11 | Phase 6.5: Introduction of CDS for all the other operational units |  |
| 12 | Phase 7: integration with CDS |  |
| 13 | Phase 8: Preparation of as- built project, training SAT CDS of basic and advanced functionalities |  |
| 14 | Phase 9. One-year operational support for CDS |  |

(*Indicate phases from the time schedule in % of the total price, or the amount from the Tender. In case of stating the % the sum should be 100. In case of stating the amount, their sum must be equal to the total cost for this item)*

* 1. and visualization system: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(indicate the conditions)*

1. **MANNER AND DEADLINE FOR SERVICE EXECUTION AND GOODS DELIVERY::** 
   1. For CDS licenses: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   2. For implementation services : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in phases:

|  |  |  |  |
| --- | --- | --- | --- |
| ***O.no. #*** | ***Name of the project phase*** | **Deadline for execution expressed in weeks starting from meeting the Supplier with the work** | |
| 1 | Phase 1: Analysis & Requirements Specification for CDS |  | |
| 2 | Phase 2: Analysis & Requirements Specification for PMS |  | |
| 3 | Phase 3: Preparation of target concept for CDS |  | |
| 4 | Phase 4: Preparation of target concept for PMS |  | |
| 5 | Phase 5: Installation and commissioning of software and equipment on the central platform, implementation of the system in the center |  | |
| 6 | Phase 6 Introduction of CDS and functional testing for production organizational units of EPS |  | |
| 7 | Phase 6.1: Introduction of CDS and functional testing for the Branch – HPP Djerdap |  | |
| 8 | Phase 6.2: Introduction of CDS and functional testing for the Branch – ТPP Kostolac |  | |
| 9 | Phase 6.3: Introduction of CDS and functional testing for the Branch – ТЕNT |  | |
| 10 | Phase 6.4: Introduction of CDS and functional testing for the Branch – Drinsko-Limske HPPs |  | |
| 11 | Phase 6.5: : Introduction of CDS for all the other operational units |  | |
| 12 | Phase 7: Integration with CDS |  | |
| 13 | Phase 8: Preparation of as- built project, training SAT CDS of basic and advanced functionalities |  |  |
| 14 | Phase 9. One-year operational support for CDS |  |  |

* 1. and visualization system: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **WARRANTY PERIOD:** *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(in accordance with the point 3.8 of the Tender Documentation)*

1. **TENDER VALIDITY PERIOD:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(The tender must be valid at least for 90 days as of tender opening)*

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

***Notes:***

* + *Tenderer shall be obliged to fill in all commercial conditions in the form (all empty gaps).*
  + *If tenderers submit a joint tender, a group of tenderers may authorize one tenderer from the group of tenderers who will fill in, sign and seal the tender form or the tender form shall be signed and sealed by all tenderers from the group of tenderers. In this case, this form should be adjusted to the number of signatory members of the group.*

**FORM 3**

**Lot 1**

In accordance with Article 75 paragraph 2 of Public Procurement Law (“Official Gazette of RS” no. 124/12, 14/15 and 68/15) we give the following

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

in capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(*write: tenderer, member of the group of tenderers in the joint tender, 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 is not prohibited to perform the activity at the moment of tender submission in the public procurement procedure number PP 1000/0154/2016.

|  |  |  |
| --- | --- | --- |
| Date: | L.S. | Tenderer/group member/subcontractor: |
|  |  |  |
|  |  |  |

***Note:***

* *If the joint tender is submitted by the group of tenderers the Statement shall be submitted for each member of the group of tenderers.*
* *The Statement must be filled in, signed by the authorized person for representing the tenderer from the group of tenderers and stamped*

*.*

* *In case that the tenderer submit the tender with the subcontractor, the Statement shall be submitted for the tenderer and each subcontractor.*
* *The Statement must be filled in, signed by the authorized person for representing the tenderer/ subcontractor and stamped.*

*When submitting the tender this form shall be copied in the required number of copies.*

**FORM 4**

**Lot 1**

**PRICE BREAKDOWN**

1. Fill in unit and total prices for CDS licenses:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **License name** | **Type** | **Quant.** | **Unit Price without VAT in RSD /EUR \_\_\_\_\_\_ (insert currency)** | **Total Price without VAT in RSD /EUR \_\_\_\_\_\_ (insert currency)** | **Unit Price with VAT in RSD /EUR \_\_\_\_\_\_ (insert currency)** | **Total Price with VAT in RSD /EUR \_\_\_\_\_\_ (insert currency)** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| … |  |  |  |  |  |  |
|  | | | |  |  |  |
| **TOTAL PRICE WITHOUT VAT** | | | |  |  |  |
| **TOTAL PERTAINING AMOUNT OF VAT** | | | |  |  |  |
| **TOTAL PRICE WITH VAT** | | | |  |  |  |

1. Fill in the price for implementation services by phases from the Time schedule.

|  |  |  |  |
| --- | --- | --- | --- |
| ***No. #*** | **Name of service provision phase** | **Price without VAT in RSD /EUR \_\_\_\_\_\_ (insert currency)** | **Price with VAT in RSD /EUR \_\_\_\_\_\_ (insert currency)** |
| 1 | Phase 1: Analysis and specification of request for CDS |  |  |
| 2 | Phase 2: Analysis and specification of request for PMS |  |  |
| 3 | Phase 3: Preparation of the target concept for CDS |  |  |
| 4 | Phase 4: Preparation of the target concept for PMS |  |  |
| 5 | Phase 5: installation and commissioning of the software and equipment on the central platform, implementation of the system in the center |  |  |
| 6 | Phase 6 Introduction of CDS and functional tests for production units of EPS |  |  |
| 7 | Phase 6.1: Introduction of CDS and functional tests for the branch – HPP Djerdap |  |  |
| 8 | Phase 6.2: Introduction of CDS and functional tests for the branch – ТPP Kostolac |  |  |
| 9 | Phase 6.3: Introduction of CDS and functional tests for the branch – ТPP NT |  |  |
| 10 | Phase 6.4: Introduction of CDS and functional tests for the branch – Drinsko-Limske HPPs |  |  |
| 11 | Phase 6.5: Introduction of CDS for all other units |  |  |
| 12 | Phase 7: Integration with CPS |  |  |
| 13 | Phase 8: Preparation of the as-built project, trainings and CAT CDS of basic and advanced functionalities |  |  |
| 14 | Phase 9. One year operational support for CPS |  |  |

|  |  |  |
| --- | --- | --- |
| **TOTAL PRICE WITHOUT VAT** |  |  |
| **TOTAL PERTAINING AMOUNT OF VAT** |  |  |
| **TOTAL PRICE WITH VAT** |  |  |

1. Enter unit prices and total prices for the CDS equipment according to tender requirements:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Name** | **Type** | **Quan.** | **Unit price without VAT in**  **RSD/EUR \_\_\_\_\_\_ (enter currency)** | **Total price without VAT in**  **RSD/EUR \_\_\_\_\_\_ (enter currency)** | **Unit price with VAT in**  **RSD/EUR \_\_\_\_\_\_ (enter currency)** | **Total price with VAT in**  **RSD/EUR \_\_\_\_\_\_ (enter currency)** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| … |  |  |  |  |  |  |
|  | | |  |  |  |  |
| **TOTAL PRICE WITHOUT VAT** | | |  |  |  |  |
| **TOTAL PERTAINING AMOUNT OF VAT** | | |  |  |  |  |
| **TOTAL PRICE WITH VAT** | | |  |  |  |  |

Date: L.S. Tenderer:

**Notes**

1 Tables 1 and 3 should be expanded according to the required number of entry data,

2 The sum of the values shown in the tables under 1, 2 and 3 should correspond to the total tender price.

* Tenderer clearly and unequivocally enters all the requested data into the Price Breakdown Form.
* If a group of tenderers submits the joint offer, this form is signed and validated by the Main contractor.
* If the tendered submits an offer with the subcontractor, this form is signed and sealed by the Tenderer.
* The quantities are indicative and subsequent changes are possible during the performance of work, in accordance with the Article 115 of the Law on Public Procurement;

**FORM 5.1**

**Lot 1**

**(Note: not to be submitted within the tender)**

PERFORMANCE BOND

BENEFICIARY: Public Enterprise Electric Power Industry of Serbia, Belgrade, Carice Milice 2, Belgrade, TIN 103920327, registration number 20053658, current account number: 160-700-13 Banka Intesa

Principal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name and address), TIN\_\_\_\_\_\_\_\_, registration number \_\_\_\_\_\_\_\_\_\_, current account number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BANK GUARANTEE NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as:

Principal) and Public Enterprise Electric Power Industry of Serbia, Belgrade, Carice Milice 2, Beograd, (hereinafter referred to as: Beneficiary) have concluded Contract no. ......................dated................ (hereinafter referred to as: Contract) for Central dispatching system and in accordance with conditions of Contract for Lot 1, performance bond should be submitted by the Principal in the amount of .............................../amount in numbers/ that makes 10% of the Contract value, without VAT, for the public procurement number PP 1000-0154-2016

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

This guarantee is valid 30 (thirty) days longer than the date of final completion of work, and no later than.................................... (insert date). Accordingly, we have to receive demand for payment under this Guarantee until that date at the latest, or before that date.

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

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

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

Place \_\_\_\_\_\_\_\_\_\_\_ Signature and stamp of Guarantor

Date\_\_\_\_\_\_\_\_\_\_\_\_

**FORM 5.2.**

**(note: not to be submitted within the tender)**

**Lot 1**

(Business bank memorandum)

BANK :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Principal address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TIN:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registration number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BENEFICIARY:

Public Enterprise Electric Power Industry of Serbia, Belgrade

11000 Belgrade

Carice Milice 2

Republic of Serbia

TIN: 103920327

IN: 20053658

Current account number: 160-700-13 Banca Intesa

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Defect liability bond in the warranty period** no:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred as: Principal) and Public Enterprise Electric Power Industry of Serbia, Belgrade 11000, Carice Milice no. 2 (hereinafter referred to as: Beneficiary) have concluded Contract no. \_\_\_\_ dated \_\_\_\_ for public procurement of goods Central dispatching system, for Lot ***\_\_\_\_\_\_\_\_*** *(enter the number and name of Lot)*, public procurement number PP 1000/0154/2016, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (total value \_\_\_\_\_ ( amount in letters \_\_\_\_\_), and in accordance with the Contract requirements:

In accordance with the abovementioned Contract, it has been envisaged the obligation of the Principal to provide the Beneficiary with a defect liability bond in the warranty period no later than 3 (three) days from the day of writing and dual signing of the Protocol of Qualitative and Quantitative Acceptance of the Central dispatching system –, the amount of \_\_\_\_\_\_\_\_\_ (in letters:\_\_\_\_\_\_\_\_\_), which represents 5 % of the total value of the Contract without VAT, that is stated in paragraph 1 of Article 13 of the Contract which guarantees – defect liability in the warranty period – Central dispatching system.

At the request of the Principal, we \_\_\_\_\_\_\_\_\_\_[the bank] hereby irrevocably and unconditionally, without the right to object, guarantee that we will pay, within five working days of the bank, on the first written invitation, sum or sums not exceeding the total amount of\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in letters: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

***NOTE: If the agreed price is nominated in euros, the required text:***

*in RSD counter value calculated*

*at the middle exchange rate of the NBS on the day of payment,*

after receiving your first call in writing and your written statement, stating that:

1. The Principle does not fulfill his/her obligation/s from the Contract
2. In what respect the Principle does not execute them.

This guarantee is valid 30 days after the expiration of the warranty period and no later than\_\_\_\_\_\_\_\_\_\_\_ year, regardless of whether this document has been returned to us or not.

Accordingly, all requests for payment under this guarantee must be received at the specified address no later than \_\_\_\_\_\_\_\_, or before this date.

This guarantee cannot be transferred and is not transferable without the written consent of the Beneficiary, the Principal and the Issuing Bank.

In the event that seat of business of the Guarantor Bank is outside the Republic of Serbia, in case of a dispute under this Guarantee, jurisdiction of the Permanent Arbitration at the Chamber of Commerce of Serbia shall be established with the application of the with the application of Rulebook of the Chamber and procedural and substantive law of the Republic of Serbia.

In the event that the seat of business of the Guarantor Bank is in the Republic of Serbia, in case of a dispute under this Guarantee, jurisdiction of a court in Belgrade shall be determined, as well as application of substantive law of the Republic of Serbia.

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

Signature(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Place, date Guarantor**

***NOTE: In the event that the selected Tenderer submits a bank guarantee of a foreign bank, that bank must have a fixed credit rating -***

**FORM 6**

**Lot 1**

Pursuant to the Article 88 of the Public Procurement Law (Official Gazette of the Republic of Serbia, No. 124/12, 14/15 and 68/15) we provide the following:

**TENDER PREPARATION COSTS FORM**

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

I hereby submit the structure of the costs and request the compensation for the mention costs if the client suspends the public procurement procedure for the reasons on the part of the Employer, pursuant to the Article 88, paragraph 3 of the Public Procurement Law (“Official Gazette of RS”, no.124/12, 14/15 and 68/15).

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

***Note:***

* *The form of the cost of the tender preparation is filled out only by those tenderers who had these costs and who require to be compensated by the Employer in the Law prescribed;*
* *Other costs of preparation and submission of the tender are borne exclusively by the tenderer and he cannot ask the Employer for the compensation of costs (Article 88, paragraph 2 of the Law on Public Procurement (“Official Gazette of RS”, no.124/12, 14/15 and 68/15);*
* *If the Tenderer fails to complete the form of the costs of tender preparation, the Employer is not obliged to reimburse him/her the costs in the Law prescribed case;*
* *If a group of tenderers submits a joint offer, this form is signed and validated by the Main contractor;*
* *If the tenderer submits an offer with the subcontractor, this form is signed and validated by the tenderer.*

**FORM 7**

**Lot 1**

**LIST OF TENDERER’S REFERENCES**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Name and seat of the previous client/employer** | **State of contract realization** | **Name of goods/services and value, without VAT** | | **Brief description of goods/services** | **Manner of execution** |
| 1. |  |  |  |  |  |  |
| 2. |  |  |  |  |  |  |
| 3. |  |  |  |  |  |  |
| 4. |  |  |  |  |  |  |
| 5. |  |  |  |  |  |  |
| 6. |  |  |  | |  |  |

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

**APPENDIX:** One or more forms 7.1 Reference are completed containing a certificate or confirmation of the realized delivery/service issued by the employer/end customer, with the specified name and address. The certificate must contain the name and address of the employer/end consumer, the value of the contract, the period during which the delivery/service was realized, the name and description of the supplied equipment and/or services conducted and the contact person.

***Note 1:*** *The employer reserves the right to check the references.*

***Note 2:*** *If the value of the contract is not in RSD, the middle exchange rate of the National Bank of Serbia is used for conversion into RSD at the date of conclusion of the contract.*

*If necessary, copy or modify the form by adding the required number of columns and rows.*

**FORM 7.1**

**Lot 1**

|  |  |
| --- | --- |
| **Employer’s/Buyer’s name** |  |
| **Seat, address and number** |  |
| **Telephone, fax, е-mail** |  |
| **Registration number** |  |
| **TIN** |  |
| **Authorized person and position at the Employer’s company** |  |

**C E R T I F I C A T E**

Tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ implemented for us the contract \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ that included \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

*(enter name and description of delivered goods/ executed services*)

in the period from \_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_ in total value of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The subject contract was implemented by the Tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*insert: independently or as a Leader or as a member of the group of tenderers*), its participation being \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*insert if the tenderer implemented the subject contract as a member of the group of tenderers*).

Place of contract implementation is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

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

The correctness of data herein is certified by signature and stamp of the Employer

.

Employer

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

(signature and stamp of authorized person)

**FORM 8**

**Lot 1**

**TIME SCHEDULE OF GOODS DELIVERY AND SERVICE PROVISION**

|  |  |  |
| --- | --- | --- |
|  | Name of phase | Duration (in weeks) |
| 1 | Phase 1: Analysis and specification of request for CDS |  |
| 2 | Phase 2: Analysis and specification of request for PMS |  |
| 3 | Phase 3: Preparation of the target concept for CDS |  |
| 4 | Phase 4: Preparation of the target concept for PMS |  |
| 5 | Phase 5: installation and commissioning of the software and equipment on the central platform, implementation of the system in the center |  |
| 6 | Phase 6 Introduction of CDS and functional tests for production units of EPS |  |
| 7 | Phase 6.1: Introduction of CDS and functional tests for the branch – HPP Djerdap |  |
| 8 | Phase 6.2: Introduction of CDS and functional tests for the branch – ТPP Kostolac |  |
| 9 | Phase 6.3: Introduction of CDS and functional tests for the branch – ТPP NT |  |
| 10 | Phase 6.4: Introduction of CDS and functional tests for the branch – Drinsko-Limske HPPs |  |
| 11 | Phase 6.5: Introduction of CDS for all other units |  |
| 12 | Phase 7: Integration with CPS |  |
| 13 | Phase 8: Preparation of the as-built project, trainings and CAT CDS of basic and advanced functionalities |  |
| 14 | Phase 9. One year operation support for CPS |  |

\*) specify time frame and duration of each implementation phase

\*\*) Deadline – is the deadline for execution expresses in weeks as of introducing into work.

*Note: The time schedule can be expanded/modified by adding required number of columns and rows if needed.*

Place and date: L.S. Tenderer:

**FORM 9**

**Lot 1**

**TENDERER’S STATEMENT ON THE NUMBER OF EMPLOYEES/ENGAGED PERSONS**

Pursuant to the Article 77, paragraph 4 of the Public Procurement Law (Official Gazette of the Republic of Serbia, no. 124/12, 14/15 and 68/15), Articles from 197 to 202 of the Law on Labor, the Tenderer renders the following:

STATEMENT ON STAFF CAPACITY

Under full material and criminal responsibility I declare that our staff capacity consists of:

* \_\_\_\_\_\_\_ employees,
* \_\_\_\_\_\_\_ persons engaged externally,

For the procurement of goods and services–Central dispatching system, Public procurement No. PP 10000154-2016, for which the Tender submission Invitation, was published on the public procurement portal on \_\_\_\_\_\_\_\_\_2016.

Date: L.S. Tenderer:

***Note:***

* *If the group of tenderers submits joint tender, this form is signed and sealed by one or more members of the group of tenderers, each and every one on their own behalf, and depending on the way the group of tenderers meets the requirements;*
* *The statement must be filled out, signed by the authorized person for the representation of the tenderer from the group of tenderers and stamped;*
* *In filing the tender, this form should be produced in the required numbers of copies.*

**FORM 9.1**

**Lot 1**

**THE LIST OF ENGAGED PERSONS THAT SHALL BE RESPONSIBLE FOR CONTRACT PERFORMANCE**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Name and surname** | **Qualification/ title** | **The field he/she is in charge of in the** | **Type and number of the certificate /** | **Project position** |
| **1.** |  |  |  |  |  |
| **2.** |  |  |  |  |  |
| **3.** |  |  |  |  |  |
| **4.** |  |  |  |  |  |
| **5.** |  |  |  |  |  |
| **6.** |  |  |  |  |  |
| **7.** |  |  |  |  |  |
| **8.** |  |  |  |  |  |
| **9.** |  |  |  |  |  |
| **10.** |  |  |  |  |  |

The above table may be expanded with as many rows as needed.

The table lists the employees/engaged engineers to be engaged in contract performance including appropriate certificates

The list includes name, surname, qualification/title, the field he/she is in charge of in the project, type and number of the certificate/licence of the employees/engaged persons to be responsible for the contract execution, position in the project.

***Note:***

* *If the group of tenderers submits joint tender, this form is signed and sealed by:*
* *One or more members of the group of tenderers, each and every one on their own behalf, and depending on the way the group of tenderers meets the requirements.*
* *The statement must be filled out, signed by the authorized person for the representation of the tenderer from the group of tenderers and stamped.*
* *In filing the tender, this form should be produced in the required numbers of copies.*

Date: L.S. Tenderer:

**FORM 9.2**

**Lot 1**

**CURRICULUM VITAE OF THE TEAM MEMBER – CV**

1. Proposed role in the project: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Name of the person (full name and surname): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Birth date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. Education:

|  |  |  |  |
| --- | --- | --- | --- |
| 4.1 | Degree(s) or Diploma(s) obtained: |  |  |
| 4.2 | Educational institutions | - |  |
|  | Education period: | from |  |
|  | (month/year)  (month/year): | to |  |

1. Membership in professional bodies:

1. Other trainings (state the institutions and degrees/diplomas/specializations obtained):

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

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

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

1. Professional experience (starting from the current position up to the first employment):

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

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

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

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

1. Previous engagement on activities being the subject of the project (from past activities at this position, please state only those demonstrating the capability of the proposed team member relevant for the procurement subject

|  |  |
| --- | --- |
| Project name: |  |
| Year: |  |
| Location: |  |
| Client: |  |
| Main characteristics of the project: |  |
| Position: |  |
| Activities: |  |

Date:

Team member signature:

***Note:*** *Attached Curriculum Vitae shall be accompanied by the Statement of the relevant person and the tenderer confirming that it is true and accurate.*

**FORM 10**

**Lot 1**

**APPENDIX NO: \_\_\_\_\_**

**RECORDS ON PERFORMED DELIVERY OF GOODS/SERVICES RENDERED OR PERFORMED WORKS**

Date \_\_\_\_\_\_\_\_\_\_\_

SELLER: EMPLOYER:

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

(Legal entity name) (name of the organizational part of PE EPS)

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

(Legal entity address) (Address of organizational part of PE EPS)

No. of Contract/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ No. of procurement order /order form (NZN): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Place of rendered service/ Cost center 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Facility: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**А**) DETAILED SPECIFICATION OF GOODS /SERVICES/WORKS:

Total value of delivered goods/performed services or works according to the specification (without VAT)

APPENDIX: PROCUREMENT ORDER (contains subject, deadline, quantity, unit of measure, unit price without VAT, total price VAT excl., total amount without VAT) /

Report on rendered services / performed works

Subject of the contract (goods, services, works) according to the requested technical characteristics □ YES

|  |  |
| --- | --- |
|  | □ NO |
| Subject of the contract has not visible failures | □ YES  □ NO |

Total number of items from specification: No. of input:

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

List the items having possible faults (fill out only in case of claim):

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

Other notes (submitted evidence on quality– material data safety sheet in Serbian in accordance with the Rulebook on the content of material data safety sheet (Official Gazette RS No. 100/2011), manifest, attestation / report on testing, laboratory reports or manual for use, handling, storage, first aid measures in case of substance spilling, way of transportation and etc.):

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

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

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

B) that the goods are delivered/services or works performed within scope, quality, contracted deadline and pursuant to contract is confirmed by:

SELLER: EMPLOYER: SUPERVISORY BODY VALIDATION 2

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

(name and surname) Project manager/ Person in charge upon Decision

(name and surname)

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

(signature) (signature) (signature and licensed stamp)

1. In case the goods/services/works relate to greater number of Cost centers (CC), special specification according to CC is to be attached with the Records
2. Signed and stamped by the Supervisory body for investment projects services

**Explanations:**

1. Seller = Service provider=Contractor (required to be adjusted in accordance with procurement subject)
2. Buyer = Service receiver = Employer ((required to be adjusted in accordance with procurement subject)
3. All marked in blue is to be accorded with the procurement subject.
4. Procurement order=order form (output document towards the supplier issues based on the Contract) MANDATORY ATTACHMENT OF THE RECORDS regardless of the procurement subject.
5. Signature of the Employer on the Records is one signature and it is the signature of the person in charge of the execution of the contract appointed by the Decision. The person in charge may form the Commission for quality acceptance, work group, technical team, but the signature on the Records must be the signature of the person in charge appointed by the Decision or, possibly that person’s deputy.
6. All suppliers shall be obliged to submit the mutually signed Records along with the invoice.
7. The employer shall be obliged to issue written Procurement Order regardless of the procurement subject, except for the situation of goods delivery when deadlines defined by contract.

**FORM 11**

**Lot 1**

**STATEMENT ON THE CDS SOLUTION**

Concerning the Invitation to tender for the public procurement of services with accompanying goods “CENTRAL DISPATCHING SYSTEM – CENTRAL PLANNING SYSTEM PHASE 1 AND 2“, Lot 1. – Central dispatching system, published on the portal of PPA, public procurement number ЈN 1000/0154/2016, hereby we declare under material and criminal liability that our proposed CDS solution exists and includes all functionalities requested in the Section 3 - “Technical specification“ of Tender documentation.

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

**FORM 12**

**Lot 1**

**DRAFT CONTRACT**

**on keeping business secrets and confidential information**

Concluded between

1. Public enterprise “Electric Power Industry of Serbia”, Belgrade, 2 Carice Milice st., registration number: 20053658, TIN 103920327, current account no. 160-700-13 Banca Intesa ad Belgrade, represented by the legal representative Milorad Grčić, acting director (hereinafter referred to as: the Employer), on one side

and

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registration number: \_\_\_\_\_\_\_\_\_\_\_, TIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, current account no.: \_\_\_\_\_\_\_\_\_\_\_\_ represented by the director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as: the Seller),

group members /subcontractors \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, collectively referred to as the Contracting Parties.

**Article 1**

The Parties have agreed, related to the procurement: “CENTRAL DISPATCHING SYSTEM – CENTRAL PLANNING SYSTEM PHASE 1 AND 2“, Lot 1 – Central dispatching system – Public procurement number 1000/0154/2016, to allow access and exchange of information constituting the Business Secret, as well as personal information and to protect their confidentiality in the manner and under the terms and conditions established by this Agreement, Law and internal acts of the Contracting Parties.

This Agreement makes an annex to the basic Contract number \_\_\_\_\_ dated \_\_\_\_.

**Article 2**

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

the following meaning:

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

**Business Secret Holder** - an entity controlling the use of business secrets under the law;

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

**Confidentiality Level Labels** - requisites (labels and descriptions), which testify about the confidentiality of data contained on the information carrier, which are placed on the carrier itself and (or) its supporting documents;

**Disclosing Contracting Party** – Contracting Party, holding the Business Secret and disclosing

to the Receiving Contracting Party such information which represents the Business Secret;

**Receiving Contracting Party** - Contracting Party receiving from the Disclosing Party information which represents the Business Secret, thus becoming the Business Secret Holder;

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

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

**Article 3**

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

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

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

Unless otherwise explicitly provided,

1. neither Contracting Party shall use business secret or confidential information of the other Contracting Party,
2. neither Contracting Party shall disclose these information to the third party, except to employees and advisors of each Contracting Party that need such information (and are subject to limited use and limitations in disclosing that are at least restrictive as those performed by employees and advisors in writing); and
3. each Contracting Party shall try to keep business secret/confidential information of the other Contracting Party confidential in the same manner it keeps its business secret and/or confidential information of the same importance, but never less than reasonable.

**Article 4**

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

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

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

а) when full or partial submission of Business Secret of the Disclosing Contracting Party to the competent authorities is required from the Receiving Contracting Party, in accordance with the relevant order or any court request, administrative agency or any state body of comparable competence, provided that the Contracting Party disclosing such information shall inform in writing the Disclosing Contracting Party prior to such disclosure in order to enable Disclosing Contracting Party to object to such order or request;

b) when the Receiving Contracting Party discloses the Business Secret of the Disclosing Contracting Party to its employees and other authorized entities in order to fulfill the obligations of the Receiving Contracting Party towards the Disclosing Contracting Party provided that the Receiving Contracting Party remains responsible for compliance with the provisions of this Confidentiality Agreement;

c) when the Receiving Contracting Party discloses Business Secret of the Disclosing Contracting Party to legal entities considered to be its affiliates, provided that the Receiving Contracting Party undertakes the full responsibility for the acts of the aforementioned legal entities who obtained the data in compliance with the obligations of the Receiving Contracting Party under this Confidentiality Agreement;

d) when the Receiving Contracting Party discloses Business Secret of the Disclosing Contracting Party to the Receiving Contracting Party’s legal or financial advisors who are obliged to keep the confidentiality of such Receiving Contracting Party.

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

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

**Article 5**

The Parties undertake to exchange business secret, when exchanged via unprotected connections (fax, internet and the like), only using mutually acceptable methods of encryption, combined with appropriate procedures that together ensure the protection of data confidentiality.

**Article 6**

Each Contracting Party is obliged to determine:

* name and surname of the persons responsible for the exchange of Business Secret (hereinafter: the Responsible Person),
* postal address for the exchange of documents in hard copy when information are exchanged in hard copy
* e-mail address for the exchange of electronic documents, when information are exchanged via Internet

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

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

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

**Article 7**

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

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

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

**Article 8**

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

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

Material and electronic media, in/on which the Business Secret is, shall possess the following markings of level of secrecy:

For the Employer:

Business Secret

Javno preduzeće „Elektroprivreda Srbije“

Carice Milice br. 2. Beograd

or:

Confidential

Javno preduzeće „Elektroprivreda Srbije“

Carice Milice br. 2. Beograd

For the Seller:

Business Secret

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

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

or:

Confidential

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

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

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

**Article 9**

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

Obligations under this Agreement shall also apply to information of the Disclosing Contracting Party which represent Business Secret in terms of this Agreement and to which the Receiving Contracting Party has had the access or has discovered them by accident during the realization

of the Business Activities under the Article 1 hereof.

**Article 10**

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

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

**Article 11**

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

**Article 12**

The Receiving Contracting Party is responsible for any and all damages suffered by the Disclosing Contracting Party due to the breach of provisions herein, as well as possible disclosure of the Business Secret of the Disclosing Contracting Party by the third party to whom the Business Secret of the Disclosing Contracting Party was disclosed by the Receiving Contracting Party.

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

**Article 13**

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

**Article 14**

Any amendments to this Agreement are effective only in the event if they are made in a written form and duly signed by the authorized representatives of each Contracting Party.

**Article 15**

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

**Article 16**

This Agreement shall be considered concluded as of the date of signing by the authorized representatives of both Contracting Parties, and in case such signing is not executed on the same date, the Agreement shall be deemed to have been concluded on the date of the latter signing.

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

**Article 17**

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

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

THE EMPLOYER THE SELLER

Public Enterprise Name

“Electric Power Industry

of Serbia” Belgrade

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** L.S. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Milorad Grčić name and surname

Acting Director title

**FORM 13**

**(in case of submitting a joint tender)**

**Lot 1**

**AGREEMENT OF THE JOINT TENDER PARTICIPANTS**

*Pursuant to Article 81 of the Law on Public Procurements (“Off. Gazette of the Republic of Serbia” no. 124/2012, 14/15, 68/15), an integral part of the joint tender is the agreement in which tenderers from the group state their mutual obligation and the obligation towards the Employer, to execute the public procurement, which has to include information as follows:*

|  |  |
| --- | --- |
| INFORMATION ON | NAME AND SEAT OF THE MEMBER OF THE GROUP OF TENDERERS |
| *1. Member of the group that shall be the Contractor, i.e. that shall submit the tender and represent the group of tenderers before the Employer;* |  |
| *2. Description of activities of each of tenderers from the group of tenderers in the contract execution:* |  |
| *3. Other:* |  |

*Signature of the responsible person of member of the group of tenderers:*

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

*L.S.*

*Signature of the responsible person of member of the group of tenderers:*

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

*L.S.*

Date:

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

**Lot 2**

**FORM 1**

**Lot 2**

In accordance with the Article 26 of Public Procurement Law “Official Gazette of the RS, no. 124/12, 14/15 and 68/15) we give the following

**STATEMENT ON INDEPENDENT TENDER**

In the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(*write: tenderer*, *member of the group of tenderers in the joint tender*)

WE S T A T E

under full substantive and criminal liability that

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

(*full name and seat*)

Shall submit (joint) tender in the open procedure JN No. 1000/0154/2016, employer – Public Enterprise Electric Power Industry of Serbia, Belgrade, independently, without agreement with other tenderers or interested parties.

|  |  |  |
| --- | --- | --- |
| Date: | L.S. | Tenderer/group member: |
|  |  |  |
|  |  |  |

***Note:***

* *If the joint tender is submitted by the group of tenderers the Statement shall be submitted for each member of the group of tenderers.*
* *The Statement must be filled in, signed by the authorized person for representing the tenderer from the group of tenderers and stamped.*
* *When submitting the tender this form shall be copied in the required number of copies.*

**FORM 2**

**Lot 2**

**TENDER FORM**

Name of the tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenderer registry number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

(in case of joint tender the data on the Main contractor shall be indicated)

Based on invitation to tender in the open procedure of the public procurement „CENTRAL DISPATCHING SYSTEM – CENTRAL PLANNING SYSTEM PHASE 1

AND 2“, Lot 2. – Central planning system, ЈN number 1000/0154/2016, announced on the day \_\_\_\_\_\_\_\_\_\_\_\_\_ year on the Public Procurement Portal, we submit

**T E N D E R**

In accordance with required requests and conditions, defined by invitation and tender documentation, we fulfill all conditions for execution of public procurement.

|  |  |
| --- | --- |
| **PUBLIC PROCUREMENT NUMBER** | 1000/0154/2016 |

***1) GENERAL TENDERER DATA***

|  |  |
| --- | --- |
| *Name of the tenderer::* |  |
| *Address of the tenderer:* |  |
| *Type of the legal entity: (micro, small, medium, large, natural person)* |  |
| *Registration number of the tenderer:* |  |
| *Tax identification number of the tenderer (TIM):* |  |
| *Name of the contact person:* |  |
| *Electronic address of the tenderer (e-mail):* |  |
| *Phone number:* |  |
| *Fax number:* |  |
| *Current account of the tenderer and bank name:* |  |
| *Person authorized for signing the contract* |  |

1. ***TENDER SUBMISSION METHOD:***

|  |
| --- |
| **А) INDIVIDUALLY** |
| **Б) WITH SUBCONTRACTOR** |
| **В) JOINT TENDER** |

***Note:*** *Circle the tender type and fill in the subcontractor data, if the tender is submitted with the subcontractor, i.e. the data on all the participants of the joint tender, if the tender is submitted by the group of tenderers*

1. ***DATA ON SUBCONTRACTOR***

|  |  |  |
| --- | --- | --- |
| *1)* | *Name of the subcontractor:* |  |
|  | *Address:* |  |
|  | *Type of the legal entity: (micro, small, medium, large, natural person)* |  |
|  | *Registration number:* |  |
|  | *Tax identification number:* |  |
|  | *Name of the contact person:* |  |
|  | *Percentage of total procurement value to be made by the subcontractor:* |  |
|  | *Part of the procurement to be performed by the subcontractor:* |  |
| *2)* | *Name of the subcontractor:* |  |
|  | *Address:* |  |
|  | *Registration number:* |  |
|  | *Tax identification number:* |  |
|  | *Name of the contact person:* |  |
|  | *Percentage of total procurement value to be made by the subcontractor:* |  |
|  | *Part of the procurement to be performed by the subcontractor::* |  |

***Note:***

*Таble ”Data on the subcontractor“ to be filled only by the Tenderers submitting the tender with subcontractor, and if there is a larger number of subcontractors than given in the table, it is necessary to copy the mentioned form in a sufficient number of copies, to be filled in and submitted for each subcontractor.*

1. ***DATA ON TENDER GROUP MEMBER***

|  |  |  |
| --- | --- | --- |
| *1)* | *Name of the tender group member* |  |
|  | *Address:* |  |
|  | *Type of the legal entity: (micro, small, medium, large, natural person)* |  |
|  | *Registration number:* |  |
|  | *Tax identification number:* |  |
|  | *Name of the contact person:* |  |
| *2)* | *Name of the tender group member:* |  |
|  | *Address :* |  |
|  | *Registration number:* |  |
|  | *Tax identification number:* |  |
|  | *Name of the contact person:* |  |
| *3)* | *Name of the tender group member:* |  |
|  | *Address:* |  |
|  | *Registration number:* |  |
|  | *Tax identification number:* |  |
|  | *Name of the contact person:* |  |

***Note:***

*Таble ”Data on participant in joint tender“ to be filled only by those tenderers that submit the joint tender, and if there is a larger number of participants than given in the table, it is necessary to copy the mentioned form in sufficient number of copies, to be filled in and submitted for each tenderer participating in the joint tender.*

**1. TOTAL PRICE amounts to RSD/ EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (In letters: \_\_\_\_\_\_\_\_\_\_\_) (state the currency and price, VAT excluded) expressed without VAT, thereof:**

1) Total price for CPS licenses is RSD/EUR: \_\_\_\_\_\_\_\_\_\_\_ (in letters: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

*(list the currency and price, VAT excluded*)

2) Total price for services of CPS implementation is RSD/EUR:\_\_\_\_\_\_\_\_\_\_ (in letters: \_\_\_\_\_\_\_\_\_\_\_\_\_)

*(list the currency and price, VAT excluded*)

*In case of foreign tenderers1*

Price from the previous paragraph is the gross value of fees and is subject to withholding tax:

1. Under the Agreement on avoidance of double taxation which the Republic of Serbia has concluded with *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_( indicate the domicile country of the Tenderer)*
2. In full amount, given that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_( *indicate the domicile country of the Tenderer) has not concluded an Agreement with the Republic of Serbia*

1 *To be filled in only by the foreign person by circling the ordinal number and filing in the form*

1. **PAYMENT METHOD AND CONDITIONS:**

* 1. For procurement of CPS licenses: \_\_\_\_\_\_\_\_\_\_\_\_\_ *(indicate the conditions)*
  2. For delivery services and implementations shall be performed upon delivery and acceptance of each phase of service execution, as follows:

|  |  |  |
| --- | --- | --- |
| ***No. #*** | Implementation phase | % of total price or amount |
| 1 | Phase 1: Analyses & Requirements Specification for CPS |  |
| 2 | Phase 2: Definition of the target concept for CPS |  |
| 3 | Phase 3. CPS –functionality introduction |  |
| 4 | Phase 3.1: Upgrading the necessary functionality and installation of CPS |  |
| 5 | Phase 3.2 Integration with EISSSE |  |
| 6 | Phase 3.3: Integration with CDS |  |
| 7 | Phase 3.4: Integration with МЕS |  |
| 8 | Phase 3.5: Preparation of as- built project, training and SAT of the entire CPS system |  |
| 9 | Phase 4. One-year operational support for ЦПС |  |

(*indicate phases from the time schedule in % of the total price, or the amount from the Tender. In case of stating the % the sum should be 100. In case of stating the amount , their sum must be equal to the total cost for this item)*

1. **MANNER AND DEADLINE FOR SERVICE EXECUTION AND GOODS DELIVERY:**

* 1. for CPS licenses: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  2. for implementation services:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| ***O.no. #*** | ***Name of the project phase*** | Deadline for execution expressed in weeks starting from meeting the Supplier with the work |
| 1 | Phase 1: Analyses & Requirements Specification for CPS |  |
| 2 | Phase 2 Definition of the target concept for CPS |  |
| 3 | Phase 3. CPS – functionality introduction |  |
| 4 | Phase 3.1 Upgrading the necessary functionality and installation of CPS |  |
| 5 | Phase 3.2: Integration with ИСППЕЕ |  |
| 6 | Phase 3.3: Integration with CDS |  |
| 7 | Phase 3.4: Integration with МЕS |  |
| 8 | Phase 3.5: Elaboration of as- built design, training and SAT of the total CPS system |  |
| 9 | Phase 4. One-year operational support for CPS |  |

1. **WARRANTY PERIOD:** *in accordance with the point 3.8 of the Tender Documentation)\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

1. **TENDER VALIDITY PERIOD:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(at least 90 days as of tender opening)*

|  |  |  |
| --- | --- | --- |
| Place and date: | L.S. | Tenderer : |
|  |  |  |
|  |  |  |

***Notes:***

* + *Tenderer shall be obliged to fill in all commercial conditions in the form ( all empty gaps).*
  + *If tenderers submit a joint tender, a group of tenderers may authorize one tenderer from the group of tenderers who will fill in, sign and seal the tender form or the tender form shall be signed and sealed by all tenderers from the group of tenderers. In this case, this form should be adjusted to the number of signatory members of the group.*

**FORM 3**

**Lot 2**

In accordance with Article 75 paragraph 2 of Public Procurement Law (“Official Gazette of RS” no. 124/12, 14/15 and 68/15) we give the following

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

in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(*write: tenderer, member of the group of tenderers in the joint tender, subcontractor*)

W E S T A T E

under full substantive and criminal liability that

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

(*full name and seat*)

shall follow all obligations arising from valid regulations about safety at work, employment and work conditions, environmental protection and is not prohibited to perform the activity at the moment of tender submission in the public procurement procedure number PP 1000/0154/2016

|  |  |  |
| --- | --- | --- |
| Date: | L.S. | Tenderer/group member/subcontractor: |
|  |  |  |
|  |  |  |

***Note:***

* *If the joint tender is submitted by the group of tenderers the Statement shall be submitted for each member of the group of tenderers.*

*The Statement must be filled in, signed by the authorized person for representing the tenderer from the group of tenderers and stamped*

* *In case that the tenderer submit the tender with the subcontractor, the Statement shall be submitted for the tenderer and each subcontractor.*

*The statement must be filled in and validated by the authorized person for representing the tenderer/ subcontractor and stamped.*

*When submitting the tender this form shall be copied in the required number of copies.*

**FORM 4**

**Lot 2**

**PRICE BREAKDOWN**

1. Fill in unit and total prices for CPS licenses:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **License name** | **Type** | **Quant.** | **Unit Price without VAT in RSD /EUR \_\_\_\_\_\_ (insert currency)** | **Total Price without VAT in RSD /EUR \_\_\_\_\_\_ (insert currency)** | **Unit Price with VAT in RSD /EUR \_\_\_\_\_\_ (insert currency)** | **Total Price with VAT in RSD /EUR \_\_\_\_\_\_ (insert currency)** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| … |  |  |  |  |  |  |
|  | | | |  |  |  |
| **TOTAL PRICE WITHOUT VAT** | | | |  |  |  |
| **TOTAL PERTAINING AMOUNT OF VAT** | | | |  |  |  |
| **TOTAL PRICE WITH VAT** | | | |  |  |  |

1. Fill in the price for implementation services by phases from the Time schedule.

|  |  |  |  |
| --- | --- | --- | --- |
| ***No. #*** | **Name of service provision phase** | **Price without VAT in RSD /EUR \_\_\_\_\_\_ (insert currency)** | **Price with VAT in RSD /EUR \_\_\_\_\_\_ (insert currency)** |
| 1 | Phase 1: Analysis and specification of requirements for CPS |  |  |
| 2 | Phase 2: Defining target concept for CPS |  |  |
| 3 | Phase 3. CPS – Functionality introduction |  |  |
| 4 | Phase 3.1: Upgrading required functionality and installing CPS |  |  |
| 5 | Phase 3.2: Integration with EISSSE system |  |  |
| 6 | Phase 3.3: Integration with CDS |  |  |
| 7 | Phase 3.4: Integration with МЕS |  |  |
| 8 | Phase 3.5: Preparation of the as-built project, training and CAT of total CPS system |  |  |
| 9 | Phase 4. One year operational support for CPS |  |  |

|  |  |
| --- | --- |
| **TOTAL PRICE WITHOUT VAT** |  |
| **TOTAL PERTAINING AMOUNT OF VAT** |  |
| **TOTAL PRICE WITH VAT** |  |

**Notes**

1 Tables 1 should be expanded according to the required number of entry data, 2 The sum of the values shown in the tables under 1, 2 and 3 should correspond to the total tender price.

* Tenderer clearly and unequivocally enters all the requested data into the Price Breakdown Form.
* If a group of tenderers submits the joint offer, this form is signed and validated by the Main contractor.
* If the tendered submits an offer with the subcontractor, this form is signed and sealed by the Tenderer.
* The quantities are indicative and subsequent changes are possible during the performance of work, in accordance with the Article 115 of the Law on Public Procurement;

**FORM 5.1**

**(note: not to be submitted within the tender)**

**Lot 2**

PERFORMANCE BOND

BENEFICIARY: Public Enterprise Electric Power Industry of Serbia, Belgrade, Carice Milice 2, Belgrade, TIN 103920327, registration number 20053658, current account number: 160-700-13 Banka Intesa

Principal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name and address),TIN \_\_\_\_\_\_\_\_\_\_\_, registration number\_\_\_\_\_\_\_\_\_\_\_\_\_, current account number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BANK GUARANTEE NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as:

Principal) and Public Enterprise Electric Power Industry of Serbia, Carice Milice 2, Beograd, (hereinafter referred to as: Beneficiary) have concluded Contract no. ......................dated................ (hereinafter referred to as: Contract) for Central dispatching system and in accordance with conditions of Contract for Lot 1, performance bond should be submitted by the Principal in the amount of .............................../amount in numbers/ that makes 10% of the Contract value, without VAT, for the public procurement number PP 1000-0154-2016- Lot 2.

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

This guarantee is valid 30 (thirty) days longer than the date of final completion of work, and no later than.................................... (insert date). Accordingly, we have to receive demand for payment under this Guarantee until that date at the latest, or before that date.

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

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

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

Place \_\_\_\_\_\_\_\_\_\_\_ Signature and stamp of Guarantor

Date\_\_\_\_\_\_\_\_\_\_\_\_

**FORM 5.2**

**(note: not to be submitted within the tender)**

**Lot 2**

(Business bank memorandum)

BANK: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Principal’s address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TIN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BENEFICIARY:

Public Enterprise Electric Power Industry of Serbia, Belgrade

11000 Belgrade

Carice Milice 2

Republic of Serbia

TIN: 103920327

IN: 20053658

Current account number: 160-700-13 Banca Intesa

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Defect liability bond in the warranty period** no: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred as: Principal) and Public Enterprise Electric Power Industry of Serbia Belgrade 11000, Carice Milice no. 2 (hereinafter referred to as: Beneficiary) have concluded Contract no. \_\_\_\_ dated \_\_\_\_ for public procurement of goods Central dispatching system, for Lot ***\_\_\_\_\_\_\_\_*** *(enter the number and name of Lot)*, public procurement number PP 1000/0154/2016, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (total value \_\_\_\_\_ ( amount in letters \_\_\_\_\_), and in accordance with the Contract requirements:

In accordance with the abovementioned Contract, it has been envisaged the obligation of the Principal to provide the Beneficiary with a defect liability bond in the warranty period no later than 3 (three) days from the day of writing and dual signing of the Protocol of Qualitative and Quantitative Acceptance of the Central dispatching system –, the amount of \_\_\_\_\_\_\_\_\_ (in letters:\_\_\_\_\_\_\_\_\_), which represents 5 % of the total value of the Contract without VAT, that is stated in paragraph 1 of Article 13 of the Contract which guarantees – defect liability in the warranty period – Central dispatching system.

At the request of the Principal, we \_\_\_\_\_\_\_\_\_\_[the bank] hereby irrevocably and unconditionally, without the right to object, guarantee that we will pay, within five working days of the bank, on the first written invitation, sum or sums not exceeding the total amount of\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (in letters: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

***NOTE: If the agreed price is nominated in euros, the required text:***

*in RSD counter value calculated at the middle exchange rate of the NBS on the day of payment,*

after receiving your first call in writing and your written statement, stating that:

1. The Principle does not fulfill his/her obligation/s from the Contract
2. In what respect the Principle does not execute them.

This guarantee is valid 30 days after the expiration of the warranty period and no later than\_\_\_\_\_\_\_\_\_\_\_ year, regardless of whether this document has been returned to us or not.

Accordingly, all requests for payment under this guarantee must be received at the specified address no later than \_\_\_\_\_\_\_\_, or before this date.

This guarantee cannot be transferred and is not transferable without the written consent of the Beneficiary, the Principal and the Issuing Bank.

In the event that seat of business of the Guarantor Bank is outside the Republic of Serbia, in case of a dispute under this Guarantee, jurisdiction of the Permanent Arbitration at the Chamber of Commerce of Serbia shall be established with the application of the with the application of Rulebook of the Chamber and procedural and substantive law of the Republic of Serbia.

In the event that the seat of business of the Guarantor Bank is in the Republic of Serbia, in case of a dispute under this Guarantee, jurisdiction of a court in Belgrade shall be determined, as well as application of substantive law of the Republic of Serbia.

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

Signature(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Place, date Guarantor**

***NOTE: In the event that the selected Tenderer submits a bank guarantee of a foreign bank, that bank must have a fixed credit rating -***

**FORM 6**

**Lot 2**

Pursuant to the Article 88 of the Public Procurement Law (Official Gazette of the Republic of Serbia, No. 124/12, 14/15 and 68/15) we provide the following:

**TENDER PREPARATION COSTS FORM**

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

I hereby submit the structure of the costs and request the compensation for the mention costs if the client suspends the public procurement procedure for the reasons on the part of the Employer, pursuant to the Article 88, paragraph 3 of the Public Procurement Law (“Official Gazette of RS”, no.124/12, 14/15 and 68/15).

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

***Note:***

* *The form of the cost of the tender preparation is filled out only by those tenderers who had these costs and who require to be compensated by the Employer in the Law prescribed;*
* *Other costs of preparation and submission of the tender are borne exclusively by the tenderer and he cannot ask the Employer for the compensation of costs (Article 88, paragraph 2 of the Law on Public Procurement (“Official Gazette of RS”, no.124/12, 14/15 and 68/15);*
* *If the tenderer fails to complete the form of the costs of tender preparation, the Employer is not obliged to reimburse him/her the costs in the Law prescribed case;*
* *If a group of tenderers submits a joint offer, this form is signed and validated by the Main contractor;*
* *If the tenderer submits an offer with the subcontractor, this form is signed and validated by the tenderer.*

**FORM 7**

**Lot 2**

**LIST OF TENDERER’S REFERENCES**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Name and seat of the previous client/employer** | **State of contract realization** | **Name of goods/services and value, without VAT** | | **Brief description of goods/services** | **Manner of execution** |
| 1. |  |  |  |  |  |  |
| 2. |  |  |  |  |  |  |
| 3. |  |  |  |  |  |  |
| 4. |  |  |  |  |  |  |
| 5. |  |  |  |  |  |  |
| 6. |  |  |  | |  |  |

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

**APPENDIX:** One or more forms 7.1 Reference are completed containing a certificate or confirmation of the realized delivery/service issued by the employer/end customer, with the specified name and address. The certificate must contain the name and address of the employer/end consumer, the value of the contract, the period during which the delivery/service was realized, the name and description of the supplied equipment and/or services conducted and the contact person.

***Note 1:*** *The employer reserves the right to check the references.*

***Note 2:*** *If the value of the contract is not in RSD, the middle exchange rate of the National Bank of Serbia is used for conversion into RSD at the date of conclusion of the contract.*

*If necessary, copy the form*

**FORM 7.1**

**Lot 2**

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

**C E R T I F I C A T E**

Tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ implemented for us the contract \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ that included \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

*(enter name and description of delivered goods/ executed services*)

In the period from \_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_ in total value of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The subject contract was implemented by the Tenderer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*insert: independently or as a Leader or as a member of the group of tenderers)* its participation being \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*insert if the tenderer implemented the subject contract as a member of the group of tenderers*).

Place of contract implementation is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

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

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

Employer

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

(signature and stamp of authorized person)

**FORM 8**

**Lot 2**

**TIME SCHEDULE OF GOODS DELIVERY AND SERVICE PROVISION**

|  |  |  |
| --- | --- | --- |
| **No**. | **Name of project phase** | **Duration (in weeks)** |
| 1 | Phase 1: Analysis and specification of requirements for CPS |  |
| 2 | Phase 2: Defining target concept for CPS |  |
| 3 | Phase 3. CPS – Functionality introduction |  |
| 4 | Phase 3.1: Upgrading required functionality and installing CPS |  |
| 5 | Phase 3.2: Integration with EISSSE system |  |
| 6 | Phase 3.3: Integration with CDS |  |
| 7 | Phase 3.4: Integration with МЕS |  |
| 8 | Phase 3.5: Preparation of the as-built project, training and CAT of total CPS system |  |
| 9 | Phase 4. One year operational support for CPS |  |

\*) specify time frame and duration of each implementation phase

\*\*) Deadline – is the deadline for execution expresses in weeks as of introducing into work.

*Note: the time schedule can be expanded/modified by adding required number of columns and rows if needed.*

|  |  |  |
| --- | --- | --- |
| Place and date: | L.S. | Tenderer: |
|  |  |  |
|  |  |  |

:

**FORM 9**

**Lot 2**

**TENDERER’S STATEMENT ON THE NUMBER OF EMPLOYEES/ENGAGED PERSONS**

Pursuant to the Article 77, paragraph 4 of the Public Procurement Law (Official Gazette of the Republic of Serbia, no. 124/12, 14/15 and 68/15), articles from 197 to 202 of the Law on Labor, the Tenderer renders the following:

STATEMENT ON STAFF CAPACITY

Under full material and criminal responsibility I declare that our staff capacity consists of:

* \_\_\_\_\_\_\_ employees,
* \_\_\_\_\_\_\_ persons engaged externally,

For the procurement of goods and services–Central dispatching system, Public procurement No. JN 10000154-2016, for which the Tender submission Invitation, was published on the public procurement portal on \_\_\_\_\_\_\_\_\_2016.

Date: L.S. Tenderer:

***Note:***

* *If the group of tenderers submits joint tender, this form is signed and sealed by one or more members of the group of tenderers, each and every one on their own behalf, and depending on the way the group of tenderers meets the requirements;*
* *The statement must be filled out, signed by the authorized person for the representation of the tenderer from the group of tenderers and stamped;*
* *In filing the tender, this form should be produced in the required numbers of copies.*

**FORM 9.1**

**Lot 2**

**THE LIST OF ENGAGED PERSONS THAT SHALL BE RESPONSIBLE FOR CONTRACT PERFORMANCE**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Name and surname** | **Qualification/ title** | **The field he/she is in charge of in the** | **Type and number of the certificate /** | **Project position** |
| **1.** |  |  |  |  |  |
| **2.** |  |  |  |  |  |
| **3.** |  |  |  |  |  |
| **4.** |  |  |  |  |  |
| **5.** |  |  |  |  |  |
| **6.** |  |  |  |  |  |
| **7.** |  |  |  |  |  |
| **8.** |  |  |  |  |  |
| **9.** |  |  |  |  |  |
| **10.** |  |  |  |  |  |

The above table may be expanded with as many rows as needed.

The table lists the employees/engaged engineers to be engaged in contract performance including appropriate certificates

The list includes name, surname, qualification/title, the field he/she is in charge of in the project, type and number of the certificate/license of the employees/engaged persons to be responsible for the contract execution, position in the project.

***Note:***

*- If the group of tenderers submits joint tender, this form is signed and sealed by:*

* *One or more members of the group of tenderers, each and every one on their own behalf, and depending on the way the group of tenderers meets the requirements.*
* *The statement must be filled out, signed by the authorized person for the representation of the tenderer from the group of tenderers and stamped.*
* *In filing the tender, this form should be produced in the required numbers of copies.*

Date: L.S. Tenderer:

**FORM 9.2**

**Lot 2**

**CURRICULUM VITAE OF THE TEAM MEMBER – CV**

1. Proposed role in the project:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Name of the person (full name and surname): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Birth date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. Education:

|  |  |  |  |
| --- | --- | --- | --- |
| 4.1 | Degree(s) or Diploma(s) obtained: |  |  |
| 4.2 | Educational institutions | - |  |
|  | Education period: | from |  |
|  | (month/year)  (month/year): | to |  |

1. Membership in professional bodies:

1. Other trainings (state the institutions and degrees/diplomas/specializations obtained):

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

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

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

1. Professional experience (starting from the current position up to the first employment):

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

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

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

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

1. Previous engagement on activities being the subject of the project (from past activities at this position, please state only those demonstrating the capability of the proposed team member relevant for the procurement subject

|  |  |
| --- | --- |
| Project name: |  |
| Year: |  |
| Location: |  |
| Client: |  |
| Main characteristics of the project: |  |
| Position: |  |
| Activities: |  |

Date:

Team member signature:

***Note:*** *Attached Curriculum Vitae shall be accompanied by the Statement of the relevant person and the tenderer confirming that it is true and accurate.*

**FORM 10**

**Lot 2**

**APPENDIX NO: \_\_\_\_\_**

**RECORDS ON PERFORMED DELIVERY OF GOODS/SERVICES RENDERED OR PERFORMED WORKS**

Date \_\_\_\_\_\_\_\_\_\_\_

SELLER: EMPLOYER:

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

(Legal entity name) (name of the organizational part of PE EPS)

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

(Legal entity address) (Address of organizational part of PE EPS)

No. of Contract/Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ No. of procurement order /order form (NZN): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Place of rendered service/ Cost center 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Facility: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**А**) DETAILED SPECIFICATION OF GOODS /SERVICES/WORKS:

Total value of delivered goods/performed services or works according to the specification (without VAT)

APPENDIX: PROCUREMENT ORDER (contains subject, deadline, quantity, unit of measure, unit price without VAT, total price VAT excl., total amount without VAT) /

Report on rendered services / performed works

Subject of the contract (goods, services, works) according to the requested technical characteristics □ YES

|  |  |
| --- | --- |
|  | □ NO |
| Subject of the contract has not visible failures | □ YES  □ NO |

Total number of items from specification: No. of input:

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

List the items having possible faults (fill out only in case of claim):

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

Other notes (submitted evidence on quality– material data safety sheet in Serbian in accordance with the Rulebook on the content of material data safety sheet (Official Gazette RS No. 100/2011), manifest, attestation / report on testing, laboratory reports or manual for use, handling, storage, first aid measures in case of substance spilling, way of transportation and etc.):

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

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

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

B) that the goods are delivered/services or works performed within scope, quality, contracted deadline and pursuant to contract is confirmed by:

SELLER: EMPLOYER: SUPERVISORY BODY VALIDATION 2

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

(name and surname) Project manager/ Person in charge upon Decision

(name and surname)

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

(signature) (signature) (signature and licensed stamp)

1. In case the goods/services/works relate to greater number of Cost centers (CC), special specification according to CC (cost center) is to be attached with the Records
2. Signed and stamped by the Supervisory body for investment projects services

**Explanations:**

1. Seller = Service provider=Contractor (required to be adjusted in accordance with procurement subject)
2. Buyer = Service receiver = Employer ((required to be adjusted in accordance with procurement subject)
3. All marked in blue is to be accorded with the procurement subject.
4. Procurement order=order form (output document towards the supplier issues based on the Contract) MANDATORY ATTACHMENT OF THE RECORDS regardless of the procurement subject.
5. Signature of the Employer on the Records is one signature and it is the signature of the person in charge of the execution of the contract appointed by the Decision. The person in charge may form the Commission for quality acceptance, work group, technical team, but the signature on the Records must be the signature of the person in charge appointed by the Decision or, possibly that person’s deputy.
6. All suppliers shall be obliged to submit the mutually signed Records along with the invoice.
7. The employer shall be obliged to issue written Procurement Order regardless of the procurement subject, except for the situation of goods delivery when deadlines defined by contract.

**FORM 11**

**Lot 2**

**STATEMENT ON THE CPS SOLUTION**

Concerning the Invitation to tender for the public procurement of services with accompanying goods “CENTRAL DISPATCHING SYSTEM – CENTRAL PLANNING SYSTEM PHASE 1 AND 2“, Lot 2. – Central dispatching system, published on the portal of PPA, Public Procurement number ЈN 1000/0154/2016, hereby we declare under material and criminal liability that our proposed CPS solution exists and includes all functionalities requested in the Section 3 - “Technical specification“ of Tender documentation.

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

**FORM 12**

**Lot 2**

**DRAFT CONTRACT**

**on keeping business secrets and confidential information**

Concluded between

1. Public enterprise “Electric Power Industry of Serbia”, Belgrade, 2 Carice Milice st., registration number: 20053658, TIN 103920327, current account no. 160-700-13 Banca Intesa ad Belgrade, represented by the legal representative Milorad Grčić, acting director (hereinafter referred to as: the Employer), on one side

and

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registration number: \_\_\_\_\_\_\_\_\_\_\_, TIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, current account no.: \_\_\_\_\_\_\_\_\_\_\_\_ represented by the director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as: the Seller),

group members /subcontractors \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, collectively referred to as the Contracting Parties.

**Article 1**

The Parties have agreed, related to the procurement: “CENTRAL DISPATCHING SYSTEM – CENTRAL PLANNING SYSTEM PHASE 1 AND 2“, Lot 1 – Central dispatching system – Public procurement number 1000/0154/2016, to allow access and exchange of information constituting the Business Secret, as well as personal information and to protect their confidentiality in the manner and under the terms and conditions established by this Agreement, Law and internal acts of the Contracting Parties.

This Agreement makes an annex to the basic Contract number \_\_\_\_\_ dated \_\_\_\_.

**Article 2**

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

the following meaning:

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

**Business Secret Holder** - an entity controlling the use of business secrets under the law;

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

**Confidentiality Level Labels** - requisites (labels and descriptions), which testify about the confidentiality of data contained on the information carrier, which are placed on the carrier itself and (or) its supporting documents;

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

**Receiving Contracting Party** - Contracting Party receiving from the Disclosing Party information which represents the Business Secret, thus becoming the Business Secret Holder;

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

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

**Article 3**

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

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

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

Unless otherwise explicitly provided,

(I) neither Contracting Party shall use business secret or confidential information of the other Contracting Party,

(II) neither Contracting Party shall disclose these information to the third party, except to employees and advisors of each Contracting Party that need such information (and are subject to limited use and limitations in disclosing that are at least restrictive as those performed by employees and advisors in writing); and

(III) each Contracting Party shall try to keep business secret/confidential information of the other Contracting Party confidential in the same manner it keeps its business secret and/or confidential information of the same importance, but never less than reasonable.

**Article 4**

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

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

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

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

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

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

**Article 5**

The Parties undertake to exchange business secret, when exchanged via unprotected connections (fax, internet and the like), only using mutually acceptable methods of encryption, combined with appropriate procedures that together ensure the protection of data confidentiality.

**Article 6**

Each Contracting Party is obliged to determine:

* name and surname of the persons responsible for the exchange of Business Secret (hereinafter: the Responsible Person),
* postal address for the exchange of documents in hard copy when information are exchanged in hard copy
* e-mail address for the exchange of electronic documents, when information are exchanged via Internet

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

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

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

**Article 7**

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

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

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

**Article 8**

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

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

Material and electronic media, in/on which the Business Secret is, shall possess the following markings of level of secrecy:

For the Employer:

Business Secret

Javno preduzeće „Elektroprivreda Srbije“

Carice Milice br. 2. Beograd

or:

Confidential

Javno preduzeće „Elektroprivreda Srbije“

Carice Milice br. 2. Beograd

For the Seller:

Business Secret

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

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

or:

Confidential

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

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

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

**Article 9**

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

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

**Article 10**

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

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

**Article 11**

If, during the term of obligations under this Agreement, the Contracting Parties undergo any status changes, rights and responsibilities shall be transferred to the corresponding legal successor (successors). In the case of possible liquidation of the 67Receiving Contracting Party, the Receiving Contracting Party shall, until the completion of liquidation procedure, return to the Disclosing Contracting Party all received originals and destroy all copies and copy forms of the received Information Carriers.

**Article 12**

The Receiving Contracting Party is responsible for any and all damages suffered by the Disclosing Contracting Party due to the breach of provisions herein, as well as possible disclosure of the Business Secret of the Disclosing Contracting Party by the third party to whom the Business Secret of the Disclosing Contracting Party was disclosed by the Receiving Contracting Party.

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

**Article 13**

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

**Article 14**

Any amendments to this Agreement are effective only in the event if they are made in a written form and duly signed by the authorized representatives of each Contracting Party.

**Article 15**

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

**Article 16**

This Agreement shall be considered concluded as of the date of signing by the authorized representatives of both Contracting Parties, and in case such signing is not executed on the same date, the Agreement shall be deemed to have been concluded on the date of the latter signing.

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

**Article 17**

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

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

**THE EMPLOYER THE SELLER**

**Public Enterprise Name**

**“Electric Power Industry**

**of Serbia” Belgrade**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** L.S.  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Milorad Grčić name and surname

Acting Director title

**FORM 13**

**(in case of submitting a joint tender)**

**Lot 2**

**AGREEMENT OF THE JOINT TENDER PARTICIPANTS**

*Pursuant to Article 81 of the Law on Public Procurements (“Off. Gazette of the Republic of Serbia” no. 124/2012, 14/15, 68/15), an integral part of the joint tender is the agreement in which tenderers from the group state their mutual obligation and the obligation towards the Employer, to execute the public procurement, which has to include information as follows:*

|  |  |
| --- | --- |
| INFORMATION ON | NAME AND SEAT OF THE MEMBER OF THE GROUP OF TENDERERS |
| *1. Member of the group that shall be the Contractor, i.e. that shall submit the tender and represent the group of tenderers before the Employer;* |  |
| *2. Description of activities of each of tenderers from the group of tenderers in the contract execution:* |  |
| *3. Other:* |  |

*Signature of the responsible person of member of the group of tenderers:*

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

*L.S.*

*Signature of the responsible person of member of the group of tenderers:*

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

*L.S.*

Date:

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

# DRAFT CONTRACT

**Lot 1**

*In accordance with the given Model Contract and elements of the most favorable tender, the Public Procurement Contract shall be concluded. The Tenderer shall sign, certify and submit the given Model Contract within the tender.*

**CONTRACTING PARTIES:**

1. Public Enterprise "Electric Power Industry of Serbia", Beograd, Carice Milice 2, Company ID Number: 20053658, TIN 103920327, Current Account Number: 160-700-13 Banca Intesa ad Beograd, represented by legal representative Milorad Grčić, acting General Manager (hereinafter: Buyer)

And

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address), Company ID Number: \_\_\_\_\_\_\_\_\_\_\_, TIN: \_\_\_\_\_\_\_\_\_\_\_, Current Account No. \_\_\_\_\_\_\_\_\_\_\_\_, the bank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_, (as a Leader on behalf of and for the group of tenderers) (hereinafter referred to as: Seller)

2а) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address), TIN: \_\_\_\_\_\_\_\_\_\_\_\_\_, Company ID Number \_\_\_\_\_\_\_\_\_\_\_\_\_, Current Account No \_\_\_\_\_\_\_\_\_\_\_\_, the bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_ , represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, *(a member of the group of tenderers or subcontractor)*

2б) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_from \_\_\_\_\_\_\_\_\_\_\_\_\_,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address), TIN: \_\_\_\_\_\_\_\_\_\_\_\_\_, Company ID Number \_\_\_\_\_\_\_\_\_\_\_\_\_, Current Account No\_\_\_\_\_\_\_\_\_\_\_\_, the bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_ , represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, *(a member of the group of tenderers or subcontractor)*

(hereinafter jointly referred to as: Contracting Parties)

Concluded in Belgrade, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the following:

**PUBLIC PROCUREMENT CONTRACT**

**“CENTRAL DISPATCHING SYSTEM – CENTRAL PLANNING SYSTEM, PHASE 1 AND 2“**

**Lot 1 – Central Dispatching System**

**Introductory Provisions**

bearing in mind that:

* The Buyer, in accordance with Tender Documents, pursuant to Article 32 of Public Procurement Law (“Official Gazette of RS”, No. 124/2012,14/2015 and 68/2015 – hereinafter: the Law) has conducted an open public procurement procedure for procurement of goods and accompanying services “Central Dispatching System – Central Planning System Phase 1 and 2” for Lot 1 - Central Dispatching System, Public Procurement No. 1000-0154-2016 ;
* The Invitation to Tender related to the subject public procurement was published on the Public Procurement Portal on \_\_\_\_\_\_\_\_\_\_\_\_\_, as well as on the Buyer’s web site and on the Portal of official journals of the Republic of Serbia and base of regulations;
* The Seller’s Tender, registered with Buyer under the number \_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_2016, fully meets Buyer’s requests set in the Invitation to Tender and Tender Documents;
* The Buyer, based on its Decision on Contract Award No. \_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_.\_\_.\_\_\_. Selected the Seller’s Tender.

**Subject of the Contract**

**Article 1**

With this Public Procurement Contract (hereinafter: Contract) for goods and accompanying services “CENTRAL DISPHATCHING SYSTEM – CENTRAL PLANNING SYSTEM PHASE 1 AND 2“ for Lot 1 – Central Dispatching System (hereinafter referred to as: CDS or CDS Project), the Seller is obliged to deliver goods - equipment with accompanying services to Buyer, being as follows:

1. CDS software licenses,
2. CDS implementation services,
3. Equipment necessary for realization of CDS in accordance with technical description requirements,

and fully in accordance with Technical Specifications (Appendix 3) from Tender Documents (Appendix 1) and Seller’s Tender No. \_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_, registered with PP EPS under number \_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_ (Appendix 2) of this Contract make an integral part of the Contract.

* + 1. **Software licenses**

**Article 2**

Based on the Contract, Seller sells and Buyer purchases CDS software licenses for 10 users listed in Appendix 1, Appendix 2 and Appendix 3 being an integral part of the Contract.

By purchasing the software products from Paragraph 1 of this Article, Buyer can use the purchased software products under the terms defined by the license, with type and quantity, all according to Appendix 3 and Appendix 4 of the Contract. By paying the agreed price, Buyer shall gain the right to permanently use the software products which are the subject of the Contract, and the results gained by using the mentioned software products being the subject of the Contractor, in quantities defined by the Contract with no additional special remuneration.

The right to use the software starts on the day of obtaining the licensing rights, here "Start date of licensing rights", regardless of the delivery mode, i.e. whether the software was sent earlier or is downloaded from server. Seller is obliged to secure that the Start date of licensing rights is not later than three working days after the delivery date.

***Due date for delivery of software licenses***

**Article 3**

Seller shall deliver software licenses as per Appendix 2 and Appendix 3 of the Contract within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_months from the date of entering the Contract into force *(please indicate deadlines from the Tender),* and not later than before the Start date of licensing rights, in accordance with Article 2, Paragraph 3 of the Contract.

**Article 4**

The total price for the procurement of software licenses from Article \_\_\_ of the Contract shall be \_\_\_\_\_\_\_\_\_\_\_ (in words: \_\_\_\_\_\_\_\_\_\_\_\_\_) (*please indicate the amount from Appendix 2 of the Contract*), VAT excluded.

**Article 5**

Buyer shall use only the certain type and quantity of the software licenses, in accordance with the Appendix 3 of the Contract.

If Employer does not use the complete functional scope and number of users obtained by this Contract, for software licenses from Article 2 of the Contract, the agreed price from Article 4 of the Contract shall remain unchanged.

Buyer shall be entitled to use the software products pursuant to the Contract and Appendix 4 (General List of Software Licenses Types and Usage Rules), being an integral part of the Contract.

Any usage which, by its type and/or number of users, exceeds the type and/or number of users defined in the Appendix 3 of the Contract represents the usage of intellectual property to which Buyer is not entitled and shall be regulated in the way defined by the positive legal regulations of the Republic of Serbia.

Seller shall be entitled to perform regular checks of the software licenses.

In case that licenses checks show additional or exceeded usage of the software products defined in paragraph 2 of this Article, such usage shall be verified by Service Seller, and Employer shall be notified in writing.

* + 1. **CDS implementation services**

**Article 6**

Buyer procures implementation services from Seller, defined in Appendix 1, Appendix 2 and Appendix 3, being an integral part of the Contract.

Functionalities which shall be implemented in order to fulfil the agreed requirements of Buyer are indicated in the Appendix 3 of the Contract and cannot be changed without mutual consent of the Contracting Parties.

Programming services, such as additional development, customizing and amendments, are a part of the subject services as is defined by CDS project scope, given in Appendix 3 of the Contract.

The services shall be provided in accordance with the Detail Design Documents, prepared by Seller as a Contract product precisely defined in Appendix 3, which shall be approved and signed by both Contracting Parties.

Detailed Design shall be prepared on the basis of software functionality packages defined in the Appendix 3 of the Contract.

Any functionality and related customization and/or product development services not explicitly stated in the Detailed Design shall not be included in the subject service.

***Location for providing services***

**Article 7**

Buyer shall provide execution of contractual services in which the Seller takes part, primarily in Buyer’s business offices, in Belgrade, Carice Milice 2 and Buyer’s business branches (communication tests) as per the Buyer’s list which shall be an integral part of the Contract for subject procurement (Appendix 7 of the Contract).

Seller may execute contractual services during the project execution on some other location defined by the Seller (remotely, via communication line) within a scope and time approved by Buyer.

The communication language during the project execution shall be Serbian.

**Article 8**

The schedule and Time Schedule details (Appendix 5 of the Contract), as well as the list of duties and liabilities of the CDS implementation services are described in the Appendix 3 and Appendix 4, and Appendix 5 which make an integral part of this Contract.

The details which refer to the project organization and the detailed project schedule shall be agreed in the CDS project preparation phase, documented in the form of design documents and adopted by the responsible persons of both Contracting Parties on the project.

**Article 9**

The total price for the CDS implementation and commissioning services of the Seller products amounts to \_\_\_\_\_\_\_\_\_\_\_ (*please indicate amount and currency from the Tender RSD/EUR*), VAT excluded.

The price includes all expenses for CDS implementation project.

**3. Equipment necessary for realization of Central Dispatching System**

***Location for delivery of CDS goods***

**Article 10 а**

Seller shall deliver, install and put into operation the requested CDS software both on Buyer’s phyisical and virtual hardware, as well as visualization hardware, which Specification is an integral part of the Contract (Appendix 3) in accordance with the service schedule and plan, as well as to connect the Dispatching Center with the delivered CDS in coordination with CPS Seller.

Coordination of CDS and CPS Seller activities in their common work will be provided by Buyer, in accordance with defined Time Schedule (Appendix 5).

**Article 10 b**

Seller shall deliver, install and put into operation the equipment in accordance with Specifications (Appendix 3) of the Contract in the chosen premisses of the Buyer, in accordance with service schedule and plan, from Appendix 5 (Time Schedule) of the Contract.

**Article 11**

Total price for equipment necessary for realization of Central Dispatching Center from Article 1, Paragraph 1, Clause 3 of the Contract amounts to \_\_\_\_\_\_\_\_\_\_\_ RSD/EUR (*the amount from Appendix 2 of the Contract*), VAT excluded.

***Acceptance of project deliveries***

**Article 12**

All contractual design documents (Detail Design and As-built Design) defined in Appendix 3 of the Contract, Seller shall submit to Buyer in 3 (three) copies each in Serbian, in PDF format stored on CD/DVD/USB.

Manufacturer’s technical documents may be in Serbian and/or in English. Wherever applicable, documents shall be both in hardcopy and softcopy in the original editable format (e.g. Microsoft Excel, Microsoft Word or Microsoft PowerPoint, EPLAN, AutoCAD, etc.) and also in PDF format stored on CD/DVD/USB or any other common electronic data storage device.

**Price**

**Article 13**

The total price for delivered goods – equipment and executed services from Article 1 of the Contract for: CDS software licenses from Article 4 of the Contract, CDS implementation services from Article 9 of the Contract and equipment necessary for realization of CDS from Article 11 of the Contract, in accordance with requirements from Technical Specifications (Appendix 3 of the Contract) amounts to \_\_\_\_\_\_\_\_\_\_\_\_\_\_ RSD/EUR (in words \_\_\_\_\_\_\_\_\_\_\_\_\_ /100 RSD/EUR), VAT excluded.

The official average exchange rate for one euro on the day of opening the tenders, NBS exchange rate list No. \_\_\_\_\_\_\_, amounts to \_\_\_\_\_\_\_\_\_\_\_ RSD.

The appurtenant value added tax shall be calculated for the amount from Paragraph 1 of this Article in accordance with regulations of the Republic of Serbia.

The total price shall include all expenses related to realization of the contractual delivery of equipment and execution of services.

The contractual price without VAT shall be considered as a gross value for calculating withholding tax.

The form “Price Structure“ (Appendix 8 of the Contract) shows the price breakdown for goods – equipment and services as per the table within the same form.

The total price without value added tax is fixed and cannot be changed after the Contract is concluded and during execution of the Contract (*note: except in case when the price is in EUR*)

**Payment methods and terms**

**Article 14**

*(Note: the final wording for this Article will be harmonized after the Contract is awarded)*

Buyer shall pay for a value of delivered goods and executed services from Article 1 of the Contract to Seller in the following manner:

The total value of delivered goods – equipment (hardware, software, licenses, spare parts and installation material), related to the subject phase from the Time Schedule, shall be paid in the following way:

* **100%** of total value of goods – equipment with appurtenant VAT shall be paid upon execution of overall delivery of goods – equipment based on mutually signed Protocol of final quantitative and qualitative acceptance of all goods – equipment by Buyer and Seller’s authorized representatives – without any remarks, within up to 45 (forty-five) days from a day when the correct invoice from Seller is received, and which is issued based on the accepted and approved report, verified by Buyer’s authorized representative.

The total value for services, related to subject phase from the Time Schedule, shall be paid in the following manner:

Services of installation, implementation, testing and commissioning of the equipment:

* **100%** of the total value of services of installation, implementation, testing and commissioning with appurtenant VAT shall be paid upon executed installation, integration and commissioning based on mutually signed Protocol of qualitative acceptance of executed services by Buyer and Seller’s authorized representatives, without any remarks, within up to 45 (forty-five) days from a day when the correct invoice from Seller is received, and which is issued based on the accepted and approved report, verified by Buyer’s authorized representative.

Services of design documents preparation:

* **100%** of the total value of services of detail design preparation with appurtenant VAT shall be paid upon design documents are prepared based on mutually signed Protocol of qualitative acceptance of design documents by Buyer and Seller’s authorized representatives, without any remarks, within up to 45 (forty-five) days from a day when the correct invoice from Seller is received, and which is issued based on the accepted and approved Seller’s report, verified by Buyer’s authorized representative.

One-year technical support services:

* **Quarterly** in the actual quarter for services executed within the previous quarter (with appurtenant VAT), within up to 45 (forty-five) days from a day when correct invoice is received, and Seller shall submit this invoice on the last workday in the quarter based on submitted documents (the report, protocol) on executed services in that quarter, accepted by Buyer, verified by Buyer’s authorized representative.

If the offered price is in euros, invoicing for contractual price shall be done in dinar counter value on a date of tax liability at the official average exchange rate of dinar in relation to euro (as per data given by National Bank of Serbia), and the payment shall be done as per average exchange rate of dinar in relation to euro on the payment day, for total amount of reimbursement (with VAT).

Seller is obliged to specify the amount in euros and calculated value into dinars as per the NBS exchange rate on the date of tax liability within the invoice.

*If Seller is a foreign entity, payment to the non-resident shall be made by the Buyer after deduction of income tax with withholding to the contractual value in accordance with the tax laws of the Republic of Serbia. The contract price without VAT shall be considered as a gross value for calculating withholding tax.*

*In the case when the Republic of Serbia has the signed Contract on avoiding double taxation with domicile country of the Seller and the procurement subject is included in the Contract on avoiding double taxation,*

*Seller, foreign entity shall submit to the Buyer, at the moment of signing of Contract or within eight days from the date of signing of Contract, the evidence on the status of the domicile country resident and that is a residency certificate verified by the competent authority of the domicile country in the form specified by regulations of the Republic of Serbia or a certified translation of the form prescribed by the competent authority of the Seller’s domicile country, and evidence that it is the real owner of income, if the Republic of Serbia has the signed Contract on avoiding double taxation with domicile country of Seller – non-resident.*

*Concluded Contracts on avoiding double taxation have been published on the website of the Ministry of Finance, Tax Administration (www.poreskauprava.gov.rs/sr/.../ugovori-dvostruko-oporezivanje).*

*If Seller – non-resident of the RS fails to submit proof of residency status and that it is a real owner of income, Buyer will calculate and suspend from the payment the withholding tax at full rate in accordance with tax legislation of the Republic of Serbia, published on the web site of Ministry of Finance (www.mfin.gov.rs/закони), namely, Contract on avoiding double taxation concluded with the Tenderer’s domicile country shall not be applied.*

*Seller is obliged to submit evidence for each calendar year.*

*If Seller, foreign entity fails to submit evidence from the previous Paragraph, Buyer shall calculate, deduct and pay withholding tax in accordance with regulations of the Republic of Serbia without applying Contract on avoiding double taxation concluded with tenderer’s domicile country.*

*If services being a procurement subject are not included in the Contract on avoiding double taxation, Buyer shall calculate, deduct and pay withholding tax in accordance with regulations of the Republic of Serbia.*

*If the Republic of Serbia does not have the signed Contract on avoiding double taxation with Seller’s domicile country or a procurement subject is not included in the Contract on avoiding double taxation*

*Buyer shall calculate, deduct and pay withholding tax in accordance with tax legislation of the Republic of Serbia, published on the Ministry of Finance web site (*[*www.mfin.gov.rs/закони*](http://www.mfin.gov.rs/закони)*).*

*The invoice shall be submitted to Buyer's address: Javno preduzeće „Elektroprivreda Srbije“ (Public Enterprise “Electric Power Industry of Serbia“), Beograd, (address for submitting the invoice), TIN (TIN), with mandatory attachments being as follows: Protocol on qualitative acceptance / Protocol on quantitative acceptance (depending on public procurement subject) and packing list with specified delivery date of goods, quantity of delivered goods, with legibly written name and surname and signature of the Buyer’s authorized person who received the subject goods.*

*Payment to local Seller shall be done in dinars, to its current account in accordance with its instructions, given in the invoice*

*Payment to foreign Seller shall be done with money order in EUR, to its foreign currency account in accordance with its instructions, given in the invoice.*

Payment shall be made to Seller’s current account No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The invoice shall be submitted to Buyer’s address: Javno preduzeće „Elektroprivreda Srbije“ (Public Enterprise “Electric Power Industry of Serbia“), Beograd, Carice Milice 2, with mandatory attachments being as follows: Protocol on qualitative and quantitative acceptance, with indicated the date of delivery of goods and services, as well as indicated quantities of delivered goods and services, with legibly written name and surname and signature of the Buyer’s authorized person who received the subject goods and.

In this submitted invoice, Seller shall adhere to precisely defined terms from tender documents and accepted tender. Invoices which do not match with aforementioned precise terms shall be considered as incorrect. If, due to application of different code lists and software it is not possible to use aforementioned precise terms in the invoice itself, Seller shall submit an attachment to the invoice with comparative view between terms used in the invoice and requested terms from Tender Documents and Accepted Tender.

**Rights and obligations of the Contracting Parties**

**Article 15**

During realization of the subject of the Contract, Contracting Parties shall make available all relevant data, documents and information which they have, and which are of significance for execution of the Contract.

Contracting Parties shall take some other obligations proved as necessary for realization of the subject of the Contract as needed.

**Article 16**

Contracting Parties' addresses for receiving mails are following:

Buyer: Public Enterprise Electric Power Industry of Serbia, Belgrade,

Carice Milice 2, 11000 Beograd

Seller: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Contractor/Subcontractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Seller's obligations**

**Article 17**

Seller shall fulfill its contractual obligations fully under conditions set in Tender Documents and Tender and in accordance with provisions of the Contract.

If Seller fails to fulfill the contractual obligations, in accordance with Appendix 1 and Appendix 2 of the Contract, Seller shall be responsible as per every legal provision for responsibility in case of not fulfilling obligations according to Law of Obligations.

**Article 18**

As per the Contract, Seller shall:

* ask Buyer for all necessary information, clarification, documents and other relevant data necessary for execution of the Contract in timely manner. Otherwise, it shall be considered that Seller obtained completely all necessary data for execution of the Contract in timely manner;
* fulfill contractual obligations fully in accordance with legislation, norms and standards for this type of works in line with its overall knowledge and experience; to provide Buyer with all information about progress and improvements, innovations and technical achievements related to the subject of the Contract;
* present and provide the expert explanation, as needed, for a realization method of the contractual subject in front of Buyer's authorities as well as for other issues requiring harmonization of solutions;
* provide necessary skilled staff (enough number of trained staff), equipment and tools necessary for timely and quality fulfillment of the contractual obligations;
* not disclose Buyer's confidential data which it will use during execution of contractual obligations to other either legal or natural person, in accordance with the concluded Contract on keeping business secret and confidential information (Appendix 9 of the Contract);
* insure collectively involved staff and work instruments against basic risks for complete time of execution of contractual obligations (in case of work injuries, occupational diseases and diseases related to work) at its own expenses;
* observe the contractual deadline for fulfillment of contract obligations and orders made by Buyer's authorized person in charge for supervising fulfillment of contractual obligations;
* perform every work for realization of the Contract by observing regulations and ratified international conventions on health and safety at work in the Republic;
* observe acts passed by Buyer, i.e. acts on health and safety at work concluded between Contractual Parties in line with regulations, for execution of the Contract;
* make all necessary provisions for health and safety at work and firefighting for all involved persons (as well as to provide adequate equipment for execution of these provisions) which are, in terms of specific works being subject of the Contract, work technology and gained experience, necessary to be made in order to protect Seller's employees, third parties and assets. Rights and obligations of Contracting Parties regarding health and safety at work are defined within the appendix for health and safety at work, which is an integral part of the Contract as Appendix 12.
* adhere to applicable policies regarding information protection of PE EPS in every element and phase of CDS project.

In case any obligation listed in Paragraph 1 of this Article is violated, Buyer can terminate the Contract.

**Article 19**

Seller shall appoint the Project Team and Responsible Designer for execution of the contractual subject from Article 1 of the Contract, as defined in Appendix 3 and Appendix 6 of the Contract to execute CDS implementation services.

The staff list containing staff qualifications, positions and fields covered related to subject of this Contract approved by the Buyer is provided under Appendix 6 hereof.

If justifiable need for replacement of one or more staff members arises during the period of executing the subject of this Contract, the Seller shall replace the above mentioned staff member with another, who at least has equivalent professional qualification and qualities, with prior Buyer's approval in writing, without concluding an annex to the Contract.

The staff list changes from paragraph 2 of this Article, as well as any other changes related to providing the contractual services by Seller, shall be previously approved in writing by the Buyer.

The Buyer retains the right to request from the Seller to replace any of the staff member not meeting the conditions and/or not executing conscientiously services assigned, as well as for any other reason, without specific justification, and which Seller shall do within the appropriate time; otherwise this Contract shall be deemed terminated for the reasons caused by Seller.

In the case that the Seller needs to withdraw or replace any of the Seller’s staff for the duration of the Contract, all costs incurred by such a replacement shall be borne by the Seller.

**Buyer's obligations**

**Article 20**

Buyer shall:

* make available to Seller all relevant data, documents and information which it owns, as well as section of data, documents and information which it owns at the moment of concluding the Contract and which are related to execution of the Contract;
* inform Seller in writing about a person assigned for supervising fulfillment of contract obligations;
* provide that every location for delivery of equipment and providing services is in appropriate condition, within contractual time;
* provide all necessary information and data to Seller and provide smooth access to locations for execution of the contractual works;
* pay the contractual price, in accordance with Article 14 of the Contract.

**Qualitative and quantitative acceptance**

**Article 21**

***Qualitative acceptance***

Seller shall deliver the procurement subject in accordance with Technical Specifications (Appendix 3 of the Contract) and applicable regulations.

Seller shall guarantee for quality of delivered goods and services.

**Article 22**

***Quantitative acceptance***

Seller shall inform Buyer either in writing or via e-mail about the exact date of delivery of goods and services, at least three days prior the date planned for delivery, for each delivery.

Acceptance of the Contract subject (goods and services) shall be ascertained by signing the packing list with written name and surname, signature and ID card number of the Buyer’s authorized person who received goods and service and by checking:

* whether the contractual quantity is delivered;
* whether goods are delivered in their original package;
* whether there is no visible damage of goods.

During final acceptance of goods and services, Protocol on quantitative and qualitative acceptance shall be prepared and it shall be mutually signed by authorized representatives of Contracting Parties, without remarks.

Any possible defects found in delivered equipment, Buyer shall communicate to Seller's representative immediately or latest within eight days from the delivery date, in writing.

Seller shall act immediately to rectify defects in the equipment found by Buyer.

The final quantitative and qualitative acceptance of services and goods from Article 1 of the Contract shall be confirmed by Protocol on final acceptance, which Contracting Parties prepare after the final phase of execution of service implementation is finished.

**Defect Notification Period**

**Article 23**

Defect Notification Period for the procurement subject from Article 1 of the Contract is minimum 12 months from a date of quantitative and qualitative acceptance of goods and services, ascertained by Protocol on final quantitative and qualitative acceptance of goods and services, upon finish of the service implementation last phase.

Seller shall rectify any possible defect during Defect Notification Period at its own expenses.

**Contractual penalty**

**Article 24**

In case Seller fails to meet deadlines from Article 3 (for software license), Article 8, Paragraph 1 (for implementation services) and Article 10.b (necessary equipment) and Appendix 5 of the Contract, Seller shall pay to Buyer contractual penalty which amounts to 0.5% of total contract price, VAT excluded: from Article 4 for software license, from Article 9 for implementation services and Article 11 for necessary equipment of the Contract for each day of delay, while the amount of the contractual penalty cannot be higher than 10% (ten percent) of total contract price from Article 13, Paragraph 1, with VAT excluded.

Buyer has a right to charge defined and calculated amount of contractual penalty by submitting a debit memorandum to Seller.

If Seller terminates execution of activities of the Contract subject for a period longer than 7 (seven) days or cancels further execution of works, Buyer will ascertain this with a Report latest 3 (three) days from a date of termination or cancelation.

Buyer shall submit the Report from the previous Paragraph of this Article to Seller without any delay.

Seller shall submit an explanation of reasons for terminating activities of the Contract subject or for canceling further fulfillment of contractual obligations to Buyer within 3 (three) days upon receiving the Report from Paragraph 4 of this Article.

**Financial Security Instruments**

**Article 25**

***Financial instruments for Performance Guarantee***

At the moment of concluding the Contract, and latest within 10 (ten) days from a date of mutual signing of the Contract by legal representatives of Contracting Parties, and before delivery, as a suspensive condition from Article 74, Paragraph 2 of Law on Obligations (Official Gazette of SFRY No. 29/78, 39/85, 45/89 – decision of Yugoslav Constitutional Court and 57/89, Official Gazette of FRY No. 31/93 and Official Gazette of Serbia and Montenegro No. 1/2003 – Constitutional Charter) Seller shall submit Bank Performance Guarantee to Buyer as an financial instrument for performance guarantee.

Seller shall submit to Buyer the irrevocable, unconditional (without protest) Bank Performance Guarantee payable at first written demand, in the amount of 10% of the total contract value, VAT excluded.

The Bank Performance Guarantee must have the validity period of no less than 30 (thirty) calendar days longer than the contractual services execution deadline.

If deadlines for fulfillment of contractual obligations are modified during Contract execution time, validity of the Bank Performance Guarantee must be extended. The submitted Bank Performance Guarantee cannot include additional terms for payment, shorter deadlines, lower amount or changed territorial jurisdiction for solving disputes.

Buyer shall collect the submitted Bank Performance Guarantee if Seller fails to meet its contractual obligations within time and in manner foreseen in the Contract.

Where the head office of the bank guarantor is in the Republic of Serbia, in the event of a dispute under this Guarantee, jurisdiction of the court in Belgrade shall be recognized and the substantive law of the Republic of Serbia shall be applied.

Where the head office of the bank guarantor is outside the Republic of Serbia, in the event of a dispute under this Guarantee, jurisdiction of the Permanent Arbitration at the Chamber of Commerce and Industry of Serbia shall be recognized with application of the Chamber of Commerce and Industry of Serbia Rulebook, with arbitration location in Belgrade and procedural and substantive law of the Republic of Serbia.

If Seller does not act pursuant Paragraph 1 of this Article, the Contract shall be deemed as not to have entered into force.

***Bank Defect Liability Bond***

**Article 26**

During Defect Notification Period, Seller shall submit to Buyer the Bank Defect Liability Bond which is irrevocable, unconditional (without protest) and payable at first written demand, in the amount of 5% of the total contractual value, VAT excluded, with validity period which is 30 days longer than Defect Notification Period.

Bank Defect Liability Bond shall be submitted during taking-over of the contractual subject, or latest 3 days upon mutual signing of Protocol on quantitative and qualitative acceptance of subject goods and services, without any remarks.

If Seller fails to submit Bank Defect Liability Bond within Defect Notification Period, Buyer shall be entitled to collect Bank Performance Guarantees.

The submitted Bank Bond cannot include additional terms for payment, shorter deadlines, and lower amount.

Buyer shall be entitled to collect the submitted Bank Guarantee if Seller fails to meet its contractual obligations regarding warranty period.

Note: In case of successive delivery of subject goods, Seller shall extend validity period for financial security instruments for rectification of defects within Defect Notification Period in accordance with dynamics of delivery and latest 10 days prior expiration of the previous one, and this shall secure the warranty period for all delivered goods being procurement subjects.

**Force Majeure**

**Article 27**

Force Majeure is deemed as a case which relieves from responsibility for execution of all or some contractual obligations and for indemnification for losses incurred for partial or complete unfulfillment of contractual obligations, for the Contracting Party where Force Majeure occurred, or both Contracting Parties where Force Majeure occurred, and fulfillment of obligations which is not possible due to Force Majeure shall be postponed for its duration.

A Contracting Party where fulfillment of contractual obligations is not possible due to Force Majeure shall inform immediately, without any delay, and latest within 48 (forty-eight) hours from the moment when Force Majeure occurred, the other Contracting Party in writing about occurrence of Force Majeure and its estimated or expected duration, along with submitting evidence on the existence of Force Majeure.

Each of the Contracting Parties shall bear its own expenses incurred during the period of Force Majeure and neither expense nor loss of one and/or both Contracted Parties, occurred during Force Majeure or related to its event shall not be deemed as a damage which should be compensated by the other Contracted Party, neither during Force Majeure nor after it.

If Force Majeure event continues over a period longer than 30 (thirty) calendar days, Contracting Parties shall agree upon further actions for meeting requirements set in the Contract – delay of fulfillment, and an Annex to the Contract shall be concluded, or they shall agree upon termination of the Contract, in which case if Contract is terminated at this basis – neither Party gains right for reimbursement of any damage.

Contracting Parties agree that, in case one Party fails to fulfill its obligations due to Force Majeure events which continue for more than 3 (three) months, for which neither Party is responsible, obligations of the other Party are ceased.

**Confidentiality**

**Article 28**

Seller and contractors involved in execution of activities being a subject of the Contract, shall keep confidentiality of all data and information included in documents, reports, technical data and notices they gain through execution of the Contract and shall use these exclusively for execution of contractual works, and in accordance with the Confidentiality Agreement, being an integral part of the Contract as Appendix 9.

Information, data and documents handed to Seller by Buyer during execution of the subject of the Contract, Seller shall not make available to third parties, without previous consent from Buyer given in written.

**Intellectual Property**

**Article 29**

Seller shall transfer to Buyer non-exclusive rights to use licenses/licensed software without rights to either grant or sell it to third parties as whole or any part of it.

Third parties are implied as all legal and natural persons except Contracting Parties, their employees.

Reimbursement for using patents, as well as responsibility for violation of protected intellectual property rights of third parties, shall be fully borne by Seller.

The law on copyright and kindred rights shall be applied to all matters which are not foreseen by the Contract, but is related to Contract subject (Official Gazette RS, No. 104/2009, 99/2011 and 119/2012) and Law on Obligations.

**Contract Termination**

**Article 30**

Buyer shall be entitled to terminate the Contract and to:

1. collect Bank Performance Guarantee within 15 days from a date when Seller receives notice on termination of the Contract, if Seller cancels execution of the Contract by the date of mutually signed Protocol on quantitative and qualitative acceptance of goods and services, from Article 1 of the Contract.
2. collect Bank Defect Liability Bond within 15 days from a date when Seller receives notice on termination of the Contract, if Seller cancels execution of contractual activities during Defect Notification Period.

Buyer can terminate the Contract before its expiration if Seller does not adhere to contractual provisions, or due to non-quality execution of works, while respecting 15 days cancellation period, from a date a notice in writing is received at Seller’s.

In case of Contract termination, Contracting Parties shall settle their obligations occurred by the time of Contract termination.

If termination is a result of one Contracting Party’s fault, the other Contracting Party shall be entitled to indemnification for losses incurred by Contract termination.

**Indemnification**

**Article 31**

Seller shall be liable to Buyer for material and non-material failures in fulfillment of obligations taken by the Contract.

Pursuant to legislation, Seller shall be liable for losses which Buyer suffered due to unfulfillment, partial fulfillment or delay in fulfillment of obligation taken by the Contract.

If Buyer suffers losses due to Seller's acting or non-acting and if Contracting Parties agree upon a basis and amount of suffered losses, Seller shall agree to reimburse those losses to Buyer, in a manner that Buyer shall be entitled to indemnification for losses without Seller's special notice with issuing a corresponding measure of damage with payment due date within 15 days from a date of issuing the measure.

Neither Contracting Party shall be liable for any indirect loss and/or for lost profit in any form, which would be out of scope of indirect common losses, and which may origin from or in relation to the Contract, except in case of gross negligence or acting out of professional standards for this kind of works at Seller's side.

Aforementioned limitations of /exclusion from liability shall not refer to liability of any Party in case of violating obligations related to keeping business secrets, as well as related to observing intellectual property rights.

**Article 32**

Representatives authorized for correspondence, mailing and supervision of fulfillment of contractual obligations from Article 1 of the Contract shall be:

- for Buyer:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

- for Seller: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**General terms and conditions**

**Article 33**

The Contract and its appendices are prepared in Serbian.

The laws of the Republic of Serbia shall apply to the Contract. In case of disputes, laws of the Republic of Serbia shall be recognized.

For all matters which are not possibly foreseen by the Contract, Laws on Obligations shall be applied as well as provisions of other positive legal regulations of the Republic of Serbia, applicable with regard to the subject of the Contract.

**Article 34**

Neither Contracting Party shall be entitled to award, sell nor pledge any of its rights and obligations from the Contract to the third party without written consent of the other Contracting Party.

**Article 35**

If there are any status changes in Contracting Parties during execution of the contractual obligations, rights and obligations shall be transferred to a corresponding legal successor.

After the Contract is concluded and entered into force, Buyer may approve, and Seller shall accept a change of Contracting Parties due to status changes in Buyer, in accordance with this Article of the Contract.

**Article 36**

Invalidity of any of provisions hereof shall not influence validity of other provisions of the Contract, unless it significantly affects the realization of the Contract.

**Article 37**

The Contracting Parties shall amicably settle all possible disputes related to the Contract. If they fail in this, a common Board shall be formed of the representatives of both Contracting Parties and one common representative, and if even then the possible dispute is not settled within 45 days from the commencement of the Board activities, they shall arrange jurisdiction of actual jurisdiction court in Belgrade of Permanent Arbitration at the Chamber of Commerce and Industry of Serbia, with venue of arbitration in Belgrade, with the application of the Rules of the Chamber *[note: final text of the Contract depends on whether the local or foreign Seller is selected])*

Contracting Parties agreeably acknowledge that the Contract represents their free and agreeable statement of will and that the Contract includes every agreement made between them.

**Article 38**

Any possible amendments to the Contract or additional agreements between Contracting Parties shall be only in writing, and oral agreements shall not be valid..

Buyer can, upon conclusion of the Contract, without implementaion of the procedure for public procurement, extend a scope of procurement subject to the limit prescribed in Article 115, Paragraph 1 of the Law, and pursuant to Paragraph 5, Article 115 of the Law.

Each Contracting Party shall return any matter received unreasonalably.

**Article 39**

Contract shall be concluded with a date of signing the Contract by legal representatives of Contracting Parties, and shall enter into force by submitting financial security instruments for Performance Guarantee from Article 25 of the Contract.

Contracting Parties agreeably state that they have read and understood the Contract and that provisions of the Contract fully represent expression of their actual will.

**Article 40**

The Contract can be amended only by an annex in writing, in accordance with the law and other by-laws, signed by either legal representatives or authorized persons of Contracting Parties.

After the Contract is concluded, Buyer can, without implementation of public procurement procedure to:

* extend a scope of procurement subject to the limit prescribed in Article 115, Paragraph 1 of the Law due to partial change in quantities comprised within specification of goods and services, occurred due to unforeseen circumstances (organizational changes, which can result in increased number of required licenses and operation stations, changes in areas for placing of equipment, which can result in increased number of monitors, ...) by using unit prices from Tender;
* extend a period for execution of services for objective reasons of extension of execution of activities based on modifications in the law and by-laws which directly affect increase of scope, and due to unplanned unpreparedness of locations and/or states of emergency in server or communication infrastructure which disable commissioning of equipment and require additional time for execution, pursuant to Article 115, Paragraph 2 of the Law,

which shall be governed by an annex of the Contract.

In any of aforementioned cases, Buyer shall make a decision upon amendment of the Contract which shall include data in accordance with Appendix 3L, within 3 days from the date of enacting, publish it on the Public Procurement portal and submit a Report to Public Procurement Office and State Audit Institution, pursuant to Article115, Paragraph 5 of the Law.

**Article 41**

The Contract is made in 6 (six) identical copies and each Contracting Party keeps 3 (three) copies.

**Article 42**

The following appendices make integral parts of the Contract:

Appendix 1 Tender Documents, code\_\_\_\_ ;

Appendix 2 Seller's Tender No. \_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_;

Appendix 3 Technical Specification of offered goods – equipment and services with unit and total price;

Appendix 4 General List of Software Licenses Types and Usage Rules

Appendix 5 Time Schedule for delivery of goods–equipment and implementation of

services;

Appendix 6 List of employees/involved persons responsible for execution of the

Contract (Forms 9 and 9.1 from Tender Documents)

Appendix 7 List of implementation locations – business offices

Appendix 8 Price Structure

Appendix 9 Agreement on Keeping Business Secret and Confidential Information

Appendix 10 Financial Security Instruments.

Appendix 11 Agreement (in case of submitting a common Tender), number and date

Appendix 12 Appendix оn Health and Safety at Work

|  |  |  |
| --- | --- | --- |
| **BUYER** |  | **SELLER** |
| **Public Enterprise**  **“Electric Power Industry of Serbia“ Belgrade** |  | **Name** |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | Stamp | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |  | Name and surname |
| Milorad Grčić  Acting General Manager |  | position |

**Appendix to concluded Contract No. ...............dated.....................**

**on Health and Safety at Work**

1. BUYER: Public Enterprise "Electric Power Industry of Serbia", Beograd, Carice Milice 2, Company ID Number: 20053658, TIN 103920327, Current Account Number: 160-700-13 Banca Intesa ad Beograd, represented by legal representative Milorad Grčić, acting General Manager (hereinafter: Buyer)

and

1. SELLER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address), Company ID Number: \_\_\_\_\_\_\_\_\_\_\_, TIN: \_\_\_\_\_\_\_\_\_\_\_, Current Account No. \_\_\_\_\_\_\_\_\_\_\_\_, the bank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_, (as a Leader on behalf of and for the group of tenderers) (hereinafter referred to as: Seller)

2а) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address), TIN: \_\_\_\_\_\_\_\_\_\_\_\_\_, Company ID Number \_\_\_\_\_\_\_\_\_\_\_\_\_, Current Account No \_\_\_\_\_\_\_\_\_\_\_\_, the bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_ , represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (*a member of the group of tenderers or subcontractor*)

2б) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_from \_\_\_\_\_\_\_\_\_\_\_\_\_,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address), TIN: \_\_\_\_\_\_\_\_\_\_\_\_\_, Company ID Number \_\_\_\_\_\_\_\_\_\_\_\_\_, Current Account No\_\_\_\_\_\_\_\_\_\_\_\_, the bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_ , represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (*a member of the group of tenderers or subcontractor*)

(hereinafter jointly referred to as: Contracting Parties)

Buyer and Seller agreeably acknowledge that they are particularly dedicated to realization of goals for health and safety at works of their staff and other persons involved in execution of the Contract, as well as other persons whose health and safety might be affected by works being a subject of the Contract.

Buyer particularly notes and implies:

1. that the Buyer's Business Policy is implementation and improvement of health and safety at work for employees and any other person who is involved in Buyer's operation activities, as well as for persons found within working area, in order to prevent injuries at work and occupational diseases, and consistent implementation of Law on Health and Safety at Work and other legal provisions and Employer's special acts which govern this matter.

2. that Buyer requests from Seller to, during delivery of goods and accompanying services/execution of works being subject of the Contract, consistently adhere to Buyer's Business Policy regarding implementation and improvement of health and safety at work for employees and any other person who is involved in Buyer's operation activities, as well as for persons found within working area, in order to prevent injuries at work and occupational diseases, and to consistently implement Law on Health and Safety at Work and other legal provisions and Employer's special acts which govern this matter, and all this in order to eliminate or mitigate the risks to the lowest possible level against occurrence of injuries at work or occupational diseases.

3. that Seller agrees with Buyer's requests set in Clause 2 of this Paragraph.

**SUBJECT**

Clause 1

A Subject of this Appendix is definition of Buyer's rights and Seller's rights and obligations, as well as for its employees and other persons engaged during delivery of goods with accompanying services/execution of works being the subject of the Contract, and regarding health and safety at work (hereinafter: HSE).

Clause 2

Seller, its employees and all other persons engaged by Seller, during preparations for delivery of goods and implementation of accompanying services/execution of works being the subject of the Contract, and during execution the same, as well as during rectification of defects in Defect Notification Period, shall act fully in accordance with the Law on Health and Safety at Work and other applicable regulations in the Republic of Serbia related to HSE and Buyer's internal acts.

Clause 3

Seller shall provide works at working locations where measures for health and safe work are implemented, i.e. shall provide that working process, working environment, working instruments and equipment for personal protection at work are adapted and secured not to jeopardize health and safety of employees and all other persons engaged by Seller for execution of works being the subject of the Contract, adjacent facilities, passers-by or traffic participants.

Clause 4

Seller is obliged to inform employees and other persons engaged by Seller during delivery of goods and implementation of accompanying services/execution of works being the subject of the Contract, on obligations set in this Appendix.

Clause 5

Seller, its employees and all other persons engaged by Seller, during preparations for delivery of goods and implementation of accompanying services/execution of works being the subject of the Contract, and during execution the same, as well as during rectification of defects in Defect Notification Period, shall adhere to all regulations, internal standards, procedures, manuals and instructions on HSE applicable at Buyer's, and they shall particularly adhere to the following rules:

1. it is forbidden to avoid application and/or to hinder implementation of HSE measures;

2. it is obligatory to observe rules for using instruments and equipment for personal protection at work;

3. Buyer's procedures for implementation of access control system and permissions for work shall always be observed;

4. procedures for isolation and locking power supply sources and operation fluids shall always be observed;

5. it is strictly forbidden to enter, stay or work, both on the Buyer's territory and in offices being under the influence of alcohol or other psychoactive substances;

6. it is forbidden to carry weapons within Buyer's locations, as well as unauthorized photographing;

7. it is obligatory to observe rules and signalization for safety in the traffic.

Clause 6

Seller shall be only liable for safety and health of its employees and all other persons engaged by Seller during delivery of goods and implementation of accompanying services/execution of works which are the subject of the Contract.

In case HSE rules are not observed, Buyer shall neither bear any responsibility nor reimburse costs to Seller regarding injuries at work, i.e. damages of working instruments.

Clause 7

Seller shall provide, at its own expenses, skilled staff for whom it has evidence on mandatory medical examinations and finished trainings in accordance with applicable regulations for HSE in the Republic of Serbia and who shall be equipped with corresponding instruments and equipment for personal protection at work for delivery of goods and implementation of accompanying services/execution of works being the subject of the Contract, and all in accordance with legal provisions for HSE, i.e. Buyer's internal documents.

Clause 8

Seller shall, at its own expenses, provide all necessary inspections and tests, i.e. expert findings, reports, attests and permissions for working instruments which will be used for delivery of goods and implementation of accompanying services/execution of works being the subject of the Contract, in accordance with legal provisions for HSE, as well as with all other regulations and applicable standards in the Republic of Serbia, i.e. Buyer's internal acts.

If Buyer founds that working instruments do not have necessary expert findings and/or reports and/or attests and/or permissions on executed inspections and test, it shall not be allowed for these to be entered into Buyer's locations.

Clause 9

Seller shall, latest three days before the date of commencement of works, submit to Buyer the following:

1. a list of persons with their manually signed statements where it shall be seen that they are introduced with obligations by Seller in accordance to Clause 4 of this Appendix,

2. a list of working instruments to be used for execution of works, and

3. information on Seller's health and safety at work engineer.

In addition to the list of persons from Item 1 of this Clause, Seller shall submit evidence on the following:

1. finished training of employees for health and safe work,

2. finished medical examinations of employees,

3. finished inspections and tests of working instruments, and

4. use of instruments and equipment for personal protection at work.

Clause 10

Buyer shall be entitled to check implementation of preventive measures for health and safe work during delivery of equipment and implementation of accompanying services/execution of works being the subject of the Contract.

Seller shall enable a person, in accordance with regulations, assigned by Buyer to check implementation of preventive measures for health and safe work.

Buyer shall be entitled to order cessation of further execution of works/implementation of services in cases of imminent danger to life and health of employees and/or other persons, occurred due to execution of the Contract until the identified faults are eliminated, and shall immediately inform Seller and authorized inspection service about this.

Seller shall act as per Buyer's order from Paragraph 3 of this Clause.

Clause 11

Contracting Parties shall, in case they share working area during execution of the Contract, cooperate in implementation of prescribed measures for health and safety of employees.

Contracting Parties shall, in case of Paragraph 1 of this Clause, considering nature of works they perform, coordinate activities related to implementation of measures for elimination of injury risks, i.e. damaging health of employees, as well as shall inform each other and their employees and/or employees' representatives about those risks and measures for their elimination.

A method for realization of cooperation from Paragraph 1 and 2 of this Clause shall be established by agreement in writing.

Agreement from Paragraph 3 of the Clause, shall define a person for coordination of implementation of common measures which shall provide health and safety of all employees.

Clause 12

Seller shall timely inform the service user on every event in HSE occurred during delivery of goods and implementation of accompanying services/execution of works being the subject of the Contract, and particularly about every incident and accident.

Seller shall submit to Buyer a copy of the Report on injury at work issued for each employee injured during execution of works/implementation of services being the subject of the Contract within 24 hours from a time of preparing the Report on injury at work.

**Lot 2**

*In accordance with the given Model Contract and elements of the most favorable tender, the Public Procurement Contract shall be concluded. The Tenderer shall sign, certify and submit the given Model Contract within the tender.*

**CONTRACTING PARTIES:**

1. Public Enterprise "Electric Power Industry of Serbia", Beograd, Carice Milice 2, Company ID Number: 20053658, TIN 103920327, Current Account Number: 160-700-13 Banca Intesa ad Beograd, represented by legal representative Milorad Grčić, acting General Manager (hereinafter: Buyer)

And

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address), Company ID Number: \_\_\_\_\_\_\_\_\_\_\_, TIN: \_\_\_\_\_\_\_\_\_\_\_, Current Account No. \_\_\_\_\_\_\_\_\_\_\_\_, the bank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_, (as a Leader on behalf of and for the group of tenderers) (hereinafter referred to as: Seller)

2а\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address), TIN: \_\_\_\_\_\_\_\_\_\_\_\_\_, Company ID Number \_\_\_\_\_\_\_\_\_\_\_\_\_, Current Account No \_\_\_\_\_\_\_\_\_\_\_\_, the bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_ , represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, *(a member of the group of tenderers or subcontractor)*

2б\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_from \_\_\_\_\_\_\_\_\_\_\_\_\_,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address), TIN: \_\_\_\_\_\_\_\_\_\_\_\_\_, Company ID Number \_\_\_\_\_\_\_\_\_\_\_\_\_, Current Account No\_\_\_\_\_\_\_\_\_\_\_\_, the bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_ , represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, *(a member of the group of tenderers or subcontractor)*

(hereinafter jointly referred to as: Contracting Parties)

Concluded in Belgrade, on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the following:

**PUBLIC PROCUREMENT CONTRACT**

**“CENTRAL DISPATCHING SYSTEM – CENTRAL PLANNING SYSTEM, PHASE 1 AND 2“**

**Lot 2 – Central Planning System**

**Introductory Provisions**

bearing in mind that:

* The Buyer, in accordance with Tender Documents, pursuant to Article 32 of Public Procurement Law (“Official Gazette of RS”, No. 124/2012,14/2015 and 68/2015 – hereinafter: the Law) has conducted an open public procurement procedure for procurement of goods and accompanying services “Central Dispatching System – Central Planning System Phase 1 and 2” for Lot 1 - Central Dispatching System, Public Procurement No. 1000-0154-2016 ;
* The Invitation to Tender related to the subject public procurement was published on the Public Procurement Portal on \_\_\_\_\_\_\_\_\_\_\_\_\_, as well as on the Buyer’s web site and on the Portal of official journals of the Republic of Serbia and base of regulations;
* The Seller’s Tender, registered with Buyer under the number \_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_2016, fully meets Buyer’s requests set in the Invitation to Tender and Tender Documents;
* The Buyer, based on its Decision on Contract Award No. \_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_.\_\_.\_\_\_. Selected the Seller’s Tender.

**Subject of the Contract**

**Article 1**

With this Public Procurement Contract (hereinafter: Contract) for goods and accompanying services “CENTRAL DISPHATCHING SYSTEM – CENTRAL PLANNING SYSTEM PHASE 1 AND 2“ for Lot 2 – Central Planning System (hereinafter referred to as: CPS or CPS project), the Seller is obliged to deliver goods - equipment with accompanying services to Buyer, being as follows:

1. CPS software licenses,
2. CPS implementation services,

and fully in accordance with Technical Specifications (Appendix 3) from Tender Documents (Appendix 1) and Seller’s Tender No. \_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_, registered with PP EPS under number \_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_ (Appendix 2) of this Contract make an integral part of the Contract.

* + 1. **Software licenses**

**Article 2**

Based on the Contract, Seller sells and Buyer purchases CPS software licenses for 10 users listed in Appendix 2 and Appendix 3 being an integral part of the Contract.

By purchasing the software products from Paragraph 1 of this Article, Buyer can use the purchased software products under the terms defined by the license, with type and quantity, all according to Appendix 3 and Appendix 4 of the Contract. By paying the agreed price, Buyer shall gain the right to permanently use the software products which are the subject of the Contract, and the results gained by using the mentioned software products being the subject of the Contractor, in quantities defined by the Contract with no additional special remuneration.

The right to use the software starts on the day of obtaining the licensing rights, here "Start date of licensing rights", regardless of the delivery mode, i.e. whether the software was sent earlier or is downloaded from server. Seller is obliged to secure that the Start date of licensing rights is not later than three working days after the delivery date.

***Due date for delivery of software licenses***

**Article 3**

Seller shall deliver software licenses as per Appendix 2 and Appendix 3 of the Contract within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_months from the date of entering the Contract into force (please indicate deadlines from the Tender), and not later than before the Start date of licensing rights, in accordance with Article 2, Paragraph 3 of the Contract.

**Article 4**

The total price for the procurement of software licenses from Article \_\_\_ of the Contract amounts to \_\_\_\_\_\_\_\_\_\_\_ (in words: \_\_\_\_\_\_\_\_\_\_\_\_\_) (*please indicate the amount from Appendix 2 of the Contract*), VAT excluded.

**Article 5**

Buyer shall use only the certain type and quantity of the software licenses, in accordance with the Appendix 3 of the Contract.

If Employer does not use the complete functional scope and number of users obtained by this Contract, for software licenses from Article 2 of the Contract, the agreed price from Article 4 of the Contract shall remain unchanged.

Buyer shall be entitled to use the software products pursuant to the Contract and Appendix 4 (General List of Software Licenses Types and Usage Rules), being an integral part of the Contract.

Any usage which, by its type and/or number of users, exceeds the type and/or number of users defined in the Appendix 3 of the Contract represents the usage of intellectual property to which Buyer is not entitled and shall be regulated in the way defined by the positive legal regulations of the Republic of Serbia.

Seller shall be entitled to perform regular checks of the software licenses.

In case that licenses checks show additional or exceeded usage of the software products defined in paragraph 2 of this Article, such usage shall be verified by Service Seller, and Employer shall be notified in writing.

**2. CPS implementation services**

**Article 6**

Buyer procures implementation services from Seller, defined in Appendix 1, Appendix 2 and Appendix 3, being an integral part of the Contract.

Functionalities which shall be implemented in order to fulfil the agreed requirements of Buyer are indicated in the Appendix 3 of the Contract and cannot be changed without mutual consent of the Contracting Parties.

Programming services, such as additional development, customizing and amendments, are a part of the subject services as is defined by CPS project scope, given in Appendix 3 of the Contract.

The services shall be provided in accordance with the Detail Design Documents, prepared by Seller as a Contract product precisely defined in Appendix 3, which shall be approved and signed by both Contracting Parties.

Detailed Design shall be prepared on the basis of software functionality packages defined in the Appendix 3 of the Contract.

Any functionality and related customization and/or product development services not explicitly stated in the Detailed Design shall not be included in the subject service.

***Location for providing services***

**Article 7**

Buyer shall provide execution of contractual services in which the Seller takes part, primarily in Buyer’s business offices, in Belgrade, Carice Milice 2 and Buyer’s business branches (communication tests) as per the Buyer’s list which shall be an integral part of the Contract for subject procurement (Appendix 7 of the Contract).

Seller may execute contractual services during the project execution on some other location defined by the Seller (remotely, via communication line) within a scope and time approved by Buyer.

The communication language during the project execution shall be Serbian.

**Article 8**

The schedule and Time Schedule details (Appendix 5 of the Contract), as well as the list of duties and liabilities of the CPS implementation services are described in the Appendix 3 and Appendix 4, and Appendix 5 which make an integral part of this Contract.

The details which refer to the project organization and the detailed project schedule shall be agreed in the CPS project preparation phase, documented in the form of design documents and adopted by the responsible persons of both Contracting Parties on the project.

**Article 9**

The total price for the CPS implementation and commissioning services of the Seller products amounts to \_\_\_\_\_\_\_\_\_\_\_ (*please indicate amount and currency from the Tender RSD/EUR*), VAT excluded.

The price includes all expenses for CPS implementation project.

***Location for delivery of CPS software***

**Article 10**

Seller shall deliver, install and put into operation the requested CPS software both on Buyer’s existing phyisical and virtual hardware, as well as visualization hardware, which Specification is an integral part of the Contract (Appendix 3) in accordance with the service schedule and plan, as well as to connect the Dispatching Center with the delivered CPS in coordination with CPS Seller.

Coordination of CDS and CPS Seller activities in their common work will be provided by Buyer, in accordance with defined Time Schedule (Appendix 5).

**Article 11**

Seller shall deliver, install and put into operation the equipment in accordance with Specifications (Appendix 3) of the Contract in the chosen premisses of the Buyer, in accordance with service schedule and plan, from Appendix 5 (Time Schedule) of the Contract.

***Acceptance of project deliveries***

**Article 12**

All contractual design documents (Detail Design and As-built Design) defined in Appendix 3 of the Contract, Seller shall submit to Buyer in 3 (three) copies each in Serbian, in PDF format stored on CD/DVD/USB.

Manufacturer’s technical documents may be in Serbian and/or in English. Wherever applicable, documents shall be both in hardcopy and softcopy in the original editable format (e.g. Microsoft Excel, Microsoft Word or Microsoft PowerPoint, EPLAN, AutoCAD, etc.) and also in PDF format stored on CD/DVD/USB or any other common electronic data storage device.

**Price**

**Article 13**

The total price for delivered goods – equipment and executed services from Article 1 of the Contract for: CPS software licenses from Article 4 of the Contract, CPS implementation services from Article 9 of the Contract and equipment necessary for realization of CPS from Article 11 of the Contract, in accordance with requirements from Technical Specifications (Appendix 3 of the Contract) amounts to \_\_\_\_\_\_\_\_\_\_\_\_\_\_ RSD/EUR (in words \_\_\_\_\_\_\_\_\_\_\_\_\_ /100 RSD/EUR), VAT excluded.

The official average exchange rate for one euro on the day of opening the tenders, NBS exchange rate list No. \_\_\_\_\_\_\_, amounts to \_\_\_\_\_\_\_\_\_\_\_ RSD.

The appurtenant value added tax shall be calculated for the amount from Paragraph 1 of this Article in accordance with regulations of the Republic of Serbia.

The total price shall include all expenses related to realization of the contractual delivery of equipment and execution of services.

The contractual price without VAT shall be considered as a gross value for calculating withholding tax.

The form “Price Structure“ (Appendix 8 of the Contract) shows the price breakdown for goods – equipment and services as per the table within the same form.

The total price without value added tax is fixed and cannot be changed after the Contract is concluded and during execution of the Contract (*note: except in case when the price is in EUR).*

**Payment methods and terms**

**Article 14**

*(Note: the final wording for this Article will be harmonized after the Contract is awarded)*

Buyer shall pay for a value of delivered goods and executed services from Article 1 of the Contract to Seller in the following manner:

The total value of delivered goods – equipment (hardware, software, licenses, spare parts and installation material), related to the subject phase from the Time Schedule, shall be paid in the following way:

* **100%** of total value of goods – equipment with appurtenant VAT shall be paid upon execution of overall delivery of goods – equipment based on mutually signed Protocol of final quantitative and qualitative acceptance of all goods – equipment by Buyer and Seller’s authorized representatives – without any remarks, within up to 45 (forty-five) days from a day when the correct invoice from Seller is received, and which is issued based on the accepted and approved report, verified by Buyer’s authorized representative.

The total value for services, related to subject phase from the Time Schedule, shall be paid in the following manner:

Services of installation, implementation, testing and commissioning of the equipment:

* **100%** of the total value of services of installation, implementation, testing and commissioning with appurtenant VAT shall be paid upon executed installation, integration and commissioning based on mutually signed Protocol of qualitative acceptance of executed services by Buyer and Seller’s authorized representatives, without any remarks, within up to 45 (forty-five) days from a day when the correct invoice from Seller is received, and which is issued based on the accepted and approved report, verified by Buyer’s authorized representative.

Services of design documents preparation:

* **100%** of the total value of services of detail design preparation with appurtenant VAT shall be paid upon design documents are prepared based on mutually signed Protocol of qualitative acceptance of design documents by Buyer and Seller’s authorized representatives, without any remarks, within up to 45 (forty-five) days from a day when the correct invoice from Seller is received, and which is issued based on the accepted and approved Seller’s report, verified by Buyer’s authorized representative.

One-year technical support services:

* **Quarterly** in the actual quarter for services executed within the previous quarter (with appurtenant VAT), within up to 45 (forty-five) days from a day when correct invoice is received, and Seller shall submit this invoice on the last workday in the quarter based on submitted documents (the report, protocol) on executed services in that quarter, accepted by Buyer, verified by Buyer’s authorized representative.

If the offered price is in euros, invoicing for contractual price shall be done in dinar counter value on a date of tax liability at the official average exchange rate of dinar in relation to euro (as per data given by National Bank of Serbia), and the payment shall be done as per average exchange rate of dinar in relation to euro on the payment day, for total amount of reimbursement (with VAT).

Seller is obliged to specify the amount in euros and calculated value into dinars as per the NBS exchange rate on the date of tax liability within the invoice.

*If Seller is a foreign entity, payment to the non-resident shall be made by the Buyer after deduction of income tax with withholding to the contractual value in accordance with the tax laws of the Republic of Serbia. The contract price without VAT shall be considered as a gross value for calculating withholding tax.*

*In the case when the Republic of Serbia has the signed Contract on avoiding double taxation with domicile country of the Seller and the procurement subject is included in the Contract on avoiding double taxation,*

*Seller, foreign entity shall submit to the Buyer, at the moment of signing of Contract or within eight days from the date of signing of Contract, the evidence on the status of the domicile country resident and that is a residency certificate verified by the competent authority of the domicile country in the form specified by regulations of the Republic of Serbia or a certified translation of the form prescribed by the competent authority of the Seller’s domicile country, and evidence that it is the real owner of income, if the Republic of Serbia has the signed Contract on avoiding double taxation with domicile country of Seller – non-resident.*

*Concluded Contracts on avoiding double taxation have been published on the website of the Ministry of Finance, Tax Administration (www.poreskauprava.gov.rs/sr/.../ugovori-dvostruko-oporezivanje).*

*If Seller – non-resident of the RS fails to submit proof of residency status and that it is a real owner of income, Buyer will calculate and suspend from the payment the withholding tax at full rate in accordance with tax legislation of the Republic of Serbia, published on the web site of Ministry of Finance (www.mfin.gov.rs/закони), namely, Contract on avoiding double taxation concluded with the Tenderer’s domicile country shall not be applied.*

*Seller is obliged to submit evidence for each calendar year.*

*If Seller, foreign entity fails to submit evidence from the previous Paragraph, Buyer shall calculate, deduct and pay withholding tax in accordance with regulations of the Republic of Serbia without applying Contract on avoiding double taxation concluded with tenderer’s domicile country.*

*If services being a procurement subject are not included in the Contract on avoiding double taxation, Buyer shall calculate, deduct and pay withholding tax in accordance with regulations of the Republic of Serbia.*

*If the Republic of Serbia does not have the signed Contract on avoiding double taxation with Seller’s domicile country or a procurement subject is not included in the Contract on avoiding double taxation*

*Buyer shall calculate, deduct and pay withholding tax in accordance with tax legislation of the Republic of Serbia, published on the Ministry of Finance web site (*[*www.mfin.gov.rs/закони*](http://www.mfin.gov.rs/закони)*).*

*The invoice shall be submitted to Buyer's address: Javno preduzeće „Elektroprivreda Srbije“ (Public Enterprise “Electric Power Industry of Serbia“), Beograd, (address for submitting the invoice), TIN (TIN), with mandatory attachments being as follows: Protocol on qualitative acceptance / Protocol on quantitative acceptance (depending on public procurement subject) and packing list with specified delivery date of goods, quantity of delivered goods, with legibly written name and surname and signature of the Buyer’s authorized person who received the subject goods.*

*Payment to local Seller shall be done in dinars, to its current account in accordance with its instructions, given in the invoice*

*Payment to foreign Seller shall be done with money order in EUR, to its foreign currency account in accordance with its instructions, given in the invoice.*

Payment shall be made to Seller’s current account No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The invoice shall be submitted to Buyer’s address: Javno preduzeće „Elektroprivreda Srbije“ (Public Enterprise “Electric Power Industry of Serbia“), Beograd, Carice Milice 2, with mandatory attachments being as follows: Protocol on qualitative and quantitative acceptance, with indicated the date of delivery of goods and services, as well as indicated quantities of delivered goods and services, with legibly written name and surname and signature of the Buyer’s authorized person who received the subject goods and.

In this submitted invoice, Seller shall adhere to precisely defined terms from tender documents and accepted tender. Invoices which do not match with aforementioned precise terms shall be considered as incorrect. If, due to application of different code lists and software it is not possible to use aforementioned precise terms in the invoice itself, Seller shall o submit an attachment to the invoice with comparative view between terms used in the invoice and requested terms from Tender Documents and Accepted Tender.

**Rights and obligations of the Contracting Parties**

**Article 15**

During realization of the subject of the Contract, Contracting Parties shall make available all relevant data, documents and information which they have, and which are of significance for execution of the Contract.

Contracting Parties shall take some other obligations proved as necessary for realization of the subject of the Contract as needed.

**Article 16**

Contracting Parties' addresses for receiving mails are following:

Buyer: Public Enterprise Electric Power Industry of Serbia, Belgrade,

Carice Milice 2, 11000 Beograd

Seller: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Contractor/Subcontractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Seller's obligations**

**Article 17**

Seller shall fulfill its contractual obligations fully under conditions set in Tender Documents and Tender and in accordance with provisions of the Contract.

If Seller fails to fulfill the contractual obligations, in accordance with Appendix 1 and Appendix 2 of the Contract, Seller shall be responsible as per every legal provision for responsibility in case of not fulfilling obligations according to Law of Obligations.

**Article 18**

As per the Contract, Seller shall:

* ask Buyer for all necessary information, clarification, documents and other relevant data necessary for execution of the Contract in timely manner. Otherwise, it shall be considered that Seller obtained completely all necessary data for execution of the Contract in timely manner;
* fulfill contractual obligations fully in accordance with legislation, norms and standards for this type of works in line with its overall knowledge and experience; to provide Buyer with all information about progress and improvements, innovations and technical achievements related to the subject of the Contract;
* present and provide the expert explanation, as needed, for a realization method of the contractual subject in front of Buyer's authorities as well as for other issues requiring harmonization of solutions;
* provide necessary skilled staff (enough number of trained staff), equipment and tools necessary for timely and quality fulfillment of the contractual obligations;
* not disclose Buyer's confidential data which it will use during execution of contractual obligations to other either legal or natural person, in accordance with the concluded Contract on keeping business secret and confidential information (Appendix 9 of the Contract);
* insure collectively involved staff and work instruments against basic risks for complete time of execution of contractual obligations (in case of work injuries, occupational diseases and diseases related to work) at its own expenses;
* observe the contractual deadline for fulfillment of contract obligations and orders made by Buyer's authorized person in charge for supervising fulfillment of contractual obligations;
* perform every work for realization of the Contract by observing regulations and ratified international conventions on health and safety at work in the Republic;
* observe acts passed by Buyer, i.e. acts on health and safety at work concluded between Contractual Parties in line with regulations, for execution of the Contract;
* make all necessary provisions for health and safety at work and firefighting for all involved persons (as well as to provide adequate equipment for execution of these provisions) which are, in terms of specific works being subject of the Contract, work technology and gained experience, necessary to be made in order to protect Seller's employees, third parties and assets. Rights and obligations of Contracting Parties regarding health and safety at work are defined within the appendix for health and safety at work, which is an integral part of the Contract as Appendix 12.
* adhere to applicable policies regarding information protection of PE EPS in every element and phase of CPS project.

In case any obligation listed in Paragraph 1 of this Article is violated, Buyer can terminate the Contract.

**Article 19**

Seller shall appoint the Project Team and Responsible Designer for execution of the contractual subject from Article 1 of the Contract, as defined in Appendix 3 and Appendix 6 of the Contract to execute CPS implementation services.

The staff list containing staff qualifications, positions and fields covered related to subject of this Contract approved by the Buyer is provided under Appendix 6 hereof.

If justifiable need for replacement of one or more staff members arises during the period of executing the subject of this Contract, the Seller shall replace the above mentioned staff member with another, who at least has equivalent professional qualification and qualities, with prior Buyer's approval in writing, without concluding an annex to the Contract.

The staff list changes from paragraph 2 of this Article, as well as any other changes related to providing the contractual services by Seller, shall be previously approved in writing by the Buyer.

The Buyer retains the right to request from the Seller to replace any of the staff member not meeting the conditions and/or not executing conscientiously services assigned, as well as for any other reason, without specific justification, and which Seller shall do within the appropriate time; otherwise this Contract shall be deemed terminated for the reasons caused by Seller.

In the case that the Seller needs to withdraw or replace any of the Seller’s staff for the duration of the Contract, all costs incurred by such a replacement shall be borne by the Seller.

**Buyer's obligations**

**Article 20**

Buyer shall:

* make available to Seller all relevant data, documents and information which it owns, as well as section of data, documents and information which it owns at the moment of concluding the Contract and which are related to execution of the Contract;
* inform Seller in writing about a person assigned for supervising fulfillment of contract obligations;
* provide that every location for delivery of equipment and providing services is in appropriate condition, within contractual time;
* provide all necessary information and data to Seller and provide smooth access to locations for execution of the contractual works;
* pay the contractual price, in accordance with Article 14 of the Contract.

**Qualitative and quantitative acceptance**

**Article 21**

***Qualitative acceptance***

Seller shall deliver the procurement subject in accordance with Technical Specifications (Appendix 3 of the Contract) and applicable regulations.

Seller shall guarantee for quality of delivered goods and services.

**Article 22**

***Quantitative acceptance***

Seller shall inform Buyer either in writing or via e-mail about the exact date of delivery of goods and services, at least three days prior the date planned for delivery, for each delivery.

Acceptance of the Contract subject (goods and services) shall be ascertained by signing the packing list with written name and surname, signature and ID card number of the Buyer’s authorized person who received goods and service and by checking:

* whether the contractual quantity is delivered;
* whether goods are delivered in their original package;
* whether there is no visible damage of goods.

During final acceptance of goods and services, Protocol on quantitative and qualitative acceptance shall be prepared and it shall be mutually signed by authorized representatives of Contracting Parties, without remarks.

Any possible defects found in delivered equipment, Buyer shall communicate to Seller's representative immediately or latest within eight days from the delivery date, in writing.

Seller shall act immediately to rectify defects in the equipment found by Buyer.

The final quantitative and qualitative acceptance of services and goods from Article 1 of the Contract shall be confirmed by Protocol on final acceptance, which Contracting Parties prepare after the final phase of execution of service implementation is finished.

**Defect Notification Period**

**Article 23**

Defect Notification Period for the procurement subject from Article 1 of the Contract is minimum 12 months from a date of quantitative and qualitative acceptance of goods and services, ascertained by Protocol on final quantitative and qualitative acceptance of goods and services, upon finish of the service implementation last phase.

Seller shall rectify any possible defect during Defect Notification Period at its own expenses.

**Contractual penalty**

**Article 24**

In case Seller fails to meet deadlines from Article 3 (for software license), Article 8, Paragraph 1 (for implementation services) and Appendix 5 of the Contract, Seller shall pay to Buyer contractual penalty which amounts to 0.5% of total contract price, VAT excluded: from Article 4 for software license, from Article 9 for implementation services of the Contract for each day of delay, while the amount of the contractual penalty cannot be higher than 10% (ten percent) of total contract price from Article 13, Paragraph 1, with VAT excluded.

Buyer has a right to charge defined and calculated amount of contractual penalty by submitting a debit memorandum to Seller.

If Seller terminates execution of activities of the Contract subject for a period longer than 7 (seven) days or cancels further execution of works, Buyer will ascertain this with a Report latest 3 (three) days from a date of termination or cancelation.

Buyer shall submit the Report from the previous Paragraph of this Article to Seller without any delay.

Seller shall submit an explanation of reasons for terminating activities of the Contract subject or for canceling further fulfillment of contractual obligations to Buyer within 3 (three) days upon receiving the Report from Paragraph 4 of this Article.

**Financial Security Instruments**

**Article 25**

***Financial instruments for Performance Guarantee***

At the moment of concluding the Contract, and latest within 10 (ten) days from a date of mutual signing of the Contract by legal representatives of Contracting Parties, and before delivery, as a suspensive condition from Article 74, Paragraph 2 of Law on Obligations (Official Gazette of SFRY No. 29/78, 39/85, 45/89 – decision of Yugoslav Constitutional Court and 57/89, Official Gazette of FRY No. 31/93 and Official Gazette of Serbia and Montenegro No. 1/2003 – Constitutional Charter) Seller shall submit Bank Performance Guarantee to Buyer as an financial instrument for performance guarantee.

Seller shall submit to Buyer the irrevocable, unconditional (without protest) Bank Performance Guarantee payable at first written demand, in the amount of 10% of the total contract value, VAT excluded.

The Bank Performance Guarantee must have the validity period of no less than 30 (thirty) calendar days longer than the contractual services execution deadline.

If deadlines for fulfillment of contractual obligations are modified during Contract execution time, validity of the Bank Performance Guarantee must be extended. The submitted Bank Performance Guarantee cannot include additional terms for payment, shorter deadlines, lower amount or changed territorial jurisdiction for solving disputes.

Buyer shall collect the submitted Bank Performance Guarantee if Seller fails to meet its contractual obligations within time and in manner foreseen in the Contract.

Where the head office of the bank guarantor is in the Republic of Serbia, in the event of a dispute under this Guarantee, jurisdiction of the court in Belgrade shall be recognized and the substantive law of the Republic of Serbia shall be applied.

Where the head office of the bank guarantor is outside the Republic of Serbia, in the event of a dispute under this Guarantee, jurisdiction of the Permanent Arbitration at the Chamber of Commerce and Industry of Serbia shall be recognized with application of the Chamber of Commerce and Industry of Serbia Rulebook, with arbitration location in Belgrade and procedural and substantive law of the Republic of Serbia.

If Seller does not act pursuant Paragraph 1 of this Article, the Contract shall be deemed as not to have entered into force.

**Article 26**

***Bank Defect Liability Bond***

During Defect Notification Period, Seller shall submit to Buyer the Bank Defect Liability Bond which is irrevocable, unconditional (without protest) and payable at first written demand, in the amount of 5% of the total contractual value, VAT excluded, with validity period which is 30 days longer than Defect Notification Period.

Bank Defect Liability Bond shall be submitted during taking-over of the contractual subject, or latest 3 days upon mutual signing of Protocol on quantitative and qualitative acceptance of subject goods and services, without any remarks.

If Seller fails to submit Bank Defect Liability Bond within Defect Notification Period, Buyer shall be entitled to collect Bank Performance Guarantees.

The submitted Bank Bond cannot include additional terms for payment, shorter deadlines, and lower amount.

Buyer shall be entitled to collect the submitted Bank Guarantee if Seller fails to meet its contractual obligations regarding warranty period.

Note: In case of successive delivery of subject goods, Seller shall extend validity period for financial security instruments for rectification of defects within Defect Notification Period in accordance with dynamics of delivery and latest 10 days prior expiration of the previous one, and this shall secure the warranty period for all delivered goods being procurement subjects.

**Force Majeure**

**Article 27**

Force Majeure is deemed as a case which relieves from responsibility for execution of all or some contractual obligations and for indemnification for losses incurred for partial or complete unfulfillment of contractual obligations, for the Contracting Party where Force Majeure occurred, or both Contracting Parties where Force Majeure occurred, and fulfillment of obligations which is not possible due to Force Majeure shall be postponed for its duration.

A Contracting Party where fulfillment of contractual obligations is not possible due to Force Majeure shall inform immediately, without any delay, and latest within 48 (forty-eight) hours from the moment when Force Majeure occurred, the other Contracting Party in writing about occurrence of Force Majeure and its estimated or expected duration, along with submitting evidence on the existence of Force Majeure.

Each of the Contracting Parties shall bear its own expenses incurred during the period of Force Majeure and neither expense nor loss of one and/or both Contracted Parties, occurred during Force Majeure or related to its event shall not be deemed as a damage which should be compensated by the other Contracted Party, neither during Force Majeure nor after it.

If Force Majeure event continues over a period longer than 30 (thirty) calendar days, Contracting Parties shall agree upon further actions for meeting requirements set in the Contract – delay of fulfillment, and an Annex to the Contract shall be concluded, or they shall agree upon termination of the Contract, in which case if Contract is terminated at this basis – neither Party gains right for reimbursement of any damage.

Contracting Parties agree that, in case one Party fails to fulfill its obligations due to Force Majeure events which continue for more than 3 (three) months, for which neither Party is responsible, obligations of the other Party are ceased.

**Confidentiality**

**Article 28**

Seller and contractors involved in execution of activities being a subject of the Contract, shall keep confidentiality of all data and information included in documents, reports, technical data and notices they gain through execution of the Contract and shall use these exclusively for execution of contractual works, and in accordance with the Confidentiality Agreement, being an integral part of the Contract as Appendix 9.

Information, data and documents handed to Seller by Buyer during execution of the subject of the Contract, Seller shall not make available to third parties, without previous consent from Buyer given in written.

**Intellectual Property**

**Article 29**

Seller shall transfer to Buyer non-exclusive rights to use licenses/licensed software without rights to either grant or sell it to third parties as whole or any part of it.

Third parties are implied as all legal and natural persons except Contracting Parties, their employees.

Reimbursement for using patents, as well as responsibility for violation of protected intellectual property rights of third parties, shall be fully borne by Seller.

The law on copyright and kindred rights shall be applied to all matters which are not foreseen by the Contract, but is related to Contract subject (Official Gazette RS, No. 104/2009, 99/2011 and 119/2012) and Law on Obligations.

**Contract Termination**

**Article 30**

Buyer shall be entitled to terminate the Contract and to:

1. collect Bank Performance Guarantee within 15 days from a date when Seller receives notice on termination of the Contract, if Seller cancels execution of the Contract by the date of mutually signed Protocol on quantitative and qualitative acceptance of goods and services, from Article 1 of the Contract.
2. collect Bank Defect Liability Bond within 15 days from a date when Seller receives notice on termination of the Contract, if Seller cancels execution of contractual activities during Defect Notification Period.

Buyer can terminate the Contract before its expiration if Seller does not adhere to contractual provisions, or due to non-quality execution of works, while respecting 15 days cancellation period, from a date a notice in writing is received at Seller’s.

In case of Contract termination, Contracting Parties shall settle their obligations occurred by the time of Contract termination.

If termination is a result of one Contracting Party’s fault, the other Contracting Party shall be entitled to indemnification for losses incurred by Contract termination.

**Indemnification**

**Article 31**

Seller shall be liable to Buyer for material and non-material failures in fulfillment of obligations taken by the Contract.

Pursuant to legislation, Seller shall be liable for losses which Buyer suffered due to unfulfillment, partial fulfillment or delay in fulfillment of obligation taken by the Contract.

If Buyer suffers losses due to Seller's acting or non-acting and if Contracting Parties agree upon a basis and amount of suffered losses, Seller shall agree to reimburse those losses to Buyer, in a manner that Buyer shall be entitled to indemnification for losses without Seller's special notice with issuing a corresponding measure of damage with payment due date within 15 days from a date of issuing the measure.

Neither Contracting Party shall be liable for any indirect loss and/or for lost profit in any form, which would be out of scope of indirect common losses, and which may origin from or in relation to the Contract, except in case of gross negligence or acting out of professional standards for this kind of works at Seller's side.

Aforementioned limitations of /exclusion from liability shall not refer to liability of any Party in case of violating obligations related to keeping business secrets, as well as related to observing intellectual property rights.

**Article 32**

Representatives authorized for correspondence, mailing and supervision of fulfillment of contractual obligations from Article 1 of the Contract shall be:

- for Buyer:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

- for Seller: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**General terms and conditions**

**Article 33**

The Contract and its appendices are prepared in Serbian.

The laws of the Republic of Serbia shall apply to the Contract. In case of disputes, laws of the Republic of Serbia shall be recognized.

For all matters which are not possibly foreseen by the Contract, Laws on Obligations shall be applied as well as provisions of other positive legal regulations of the Republic of Serbia, applicable with regard to the subject of the Contract.

**Article 34**

Neither Contracting Party shall be entitled to award, sell nor pledge any of its rights and obligations from the Contract to the third party without written consent of the other Contracting Party.

**Article 35**

If there are any status changes in Contracting Parties during execution of the contractual obligations, rights and obligations shall be transferred to a corresponding legal successor.

After the Contract is concluded and entered into force, Buyer may approve, and Seller shall accept a change of Contracting Parties due to status changes in Buyer, in accordance with this Article of the Contract.

**Article 36.**

Invalidity of any of provisions hereof shall not influence validity of other provisions of the Contract, unless it significantly affects the realization of the Contract.

**Article 37**

The Contracting Parties shall amicably settle all possible disputes related to the Contract. If they fail in this, a common Board shall be formed of the representatives of both Contracting Parties and one common representative, and if even then the possible dispute is not settled within 45 days from the commencement of the Board activities, they shall arrange jurisdiction of actual jurisdiction court in Belgrade of Permanent Arbitration at the Chamber of Commerce and Industry of Serbia, with venue of arbitration in Belgrade, with the application of the Rules of the Chamber *[note: final text of the Contract depends on whether the local or foreign Seller is selected])*.

Contracting Parties agreeably acknowledge that the Contract represents their free and agreeable statement of will and that the Contract includes every agreement made between them.

**Article 38**

Any possible amendments to the Contract or additional agreements between Contracting Parties shall be only in writing, and oral agreements shall not be valid..

Buyer can, upon conclusion of the Contract, without implementaion of the procedure for public procurement, extend a scope of procurement subject to the limit prescribed in Article 115, Paragraph 1 of the Law, and pursuant to Paragraph 5, Article 115 of the Law.

Each Contracting Party shall return any matter received unreasonalably.

**Article 39**

Contract shall be concluded with a date of signing the Contract by legal representatives of Contracting Parties, and shall enter into force by submitting financial security instruments for Performance Guarantee from Article 25 of the Contract.

Contracting Parties agreeably state that they have read and understood the Contract and that provisions of the Contract fully represent expression of their actual will.

**Article 40**

The Contract can be amended only by an annex in writing, in accordance with the law and other by-laws, signed by either legal representatives or authorized persons of Contracting Parties.

After the Contract is concluded, Buyer can, without implementation of public procurement procedure to:

* extend a scope of procurement subject to the limit prescribed in Article 115, Paragraph 1 of the Law due to partial change in quantities comprised within specification of goods and services, occurred due to unforeseen circumstances (organizational changes, which can result in increased number of required licenses and operation stations, changes in areas for placing of equipment, which can result in increased number of monitors, ...) by using unit prices from Tender;
* extend a period for execution of services for objective reasons of extension of execution of activities based on modifications in the law and by-laws which directly affect increase of scope, and due to unplanned unpreparedness of locations and/or states of emergency in server or communication infrastructure which disable commissioning of equipment and require additional time for execution, pursuant to Article 115, Paragraph 2 of the Law,

which shall be governed by an annex of the Contract.

In any of aforementioned cases, Buyer shall make a decision upon amendment of the Contract which shall include data in accordance with Appendix 3L, within 3 days from the date of enacting, publish it on the Public Procurement portal and submit a Report to Public Procurement Office and State Audit Institution, pursuant to Article115, Paragraph 5 of the Law.

**Article 41**

The Contract is made in 6 (six) identical copies and each Contracting Party keeps 3 (three) copies.

**Article 42**

The following appendices make integral parts of the Contract:

Appendix 1 Tender Documents, code\_\_\_\_ ;

Appendix 2 Seller's Tender No. \_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_;

Appendix 3 Technical Specification of offered goods – equipment and services with unit and total price;

Appendix 4 General List of Software Licenses Types and Usage Rules

Appendix 5 Time Schedule for delivery of goods–equipment and implementation of

services;

Appendix 6 List of employees/involved persons responsible for execution of the

Contract (Forms 9 and 9.1 from Tender Documents)

Appendix 7 List of implementation locations – business offices

Appendix 8 Price Structure

Appendix 9 Agreement on Keeping Business Secret and Confidential Information

Appendix 10 Financial Security Instruments.

Appendix 11 Agreement (in case of submitting a common Tender), number and date

Appendix 12 Appendix оn Health and Safety at Work

|  |  |  |
| --- | --- | --- |
| **BUYER** |  | **SELLER** |
| **Public Enterprise**  **“Electric Power Industry of Serbia“ Belgrade** |  | **Name** |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | Stamp | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |  | Name and surname |
| Milorad Grčić  Acting General Manager |  | position |

**Appendix to concluded Contract No. ...............dated.....................**

**on Health and Safety at Work**

1. BUYER: Public Enterprise "Electric Power Industry of Serbia", Beograd, Carice Milice 2, Company ID Number: 20053658, TIN 103920327, Current Account Number: 160-700-13 Banca Intesa ad Beograd, represented by legal representative Milorad Grčić, acting General Manager (hereinafter: Buyer)

and

1. SELLER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from \_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address), Company ID Number: \_\_\_\_\_\_\_\_\_\_\_, TIN: \_\_\_\_\_\_\_\_\_\_\_, Current Account No. \_\_\_\_\_\_\_\_\_\_\_\_, the bank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_, (as a Leader on behalf of and for the group of tenderers) (hereinafter referred to as: Seller)

2а) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address), TIN: \_\_\_\_\_\_\_\_\_\_\_\_\_, Company ID Number \_\_\_\_\_\_\_\_\_\_\_\_\_, Current Account No \_\_\_\_\_\_\_\_\_\_\_\_, the bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_ , represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (*a member of the group of tenderers or subcontractor*)

2б) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_from \_\_\_\_\_\_\_\_\_\_\_\_\_,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address), TIN: \_\_\_\_\_\_\_\_\_\_\_\_\_, Company ID Number \_\_\_\_\_\_\_\_\_\_\_\_\_, Current Account No\_\_\_\_\_\_\_\_\_\_\_\_, the bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_ , represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (*a member of the group of tenderers or subcontractor*)

(hereinafter referred to as: Contracting Parties)

Buyer and Seller agreeably acknowledge that they are particularly dedicated to realization of goals for health and safety at works of their staff and other persons involved in execution of the Contract, as well as other persons whose health and safety might be affected by works being a subject of the Contract.

Buyer particularly notes and implies:

1. that the Buyer's Business Policy is implementation and improvement of health and safety at work for employees and any other person who is involved in Buyer's operation activities, as well as for persons found within working area, in order to prevent injuries at work and occupational diseases, and consistent implementation of Law on Health and Safety at Work and other legal provisions and Employer's special acts which govern this matter.

2. that Buyer requests from Seller to, during delivery of goods and accompanying services/execution of works being subject of the Contract, consistently adhere to Buyer's Business Policy regarding implementation and improvement of health and safety at work for employees and any other person who is involved in Buyer's operation activities, as well as for persons found within working area, in order to prevent injuries at work and occupational diseases, and to consistently implement Law on Health and Safety at Work and other legal provisions and Employer's special acts which govern this matter, and all this in order to eliminate or mitigate the risks to the lowest possible level against occurrence of injuries at work or occupational diseases.

3. that Seller agrees with Buyer's requests set in Clause 2 of this Paragraph.

**SUBJECT**

Clause 1

A Subject of this Appendix is definition of Buyer's rights and Seller's rights and obligations, as well as for its employees and other persons engaged during delivery of goods with accompanying services/execution of works being the subject of the Contract, and regarding health and safety at work (hereinafter: HSE).

Clause 2

Seller, its employees and all other persons engaged by Seller, during preparations for delivery of goods and implementation of accompanying services/execution of works being the subject of the Contract, and during execution the same, as well as during rectification of defects in Defect Notification Period, shall act fully in accordance with the Law on Health and Safety at Work and other applicable regulations in the Republic of Serbia related to HSE and Buyer's internal acts.

Clause 3

Seller shall provide works at working locations where measures for health and safe work are implemented, i.e. shall provide that working process, working environment, working instruments and equipment for personal protection at work are adapted and secured not to jeopardize health and safety of employees and all other persons engaged by Seller for execution of works being the subject of the Contract, adjacent facilities, passers-by or traffic participants.

Clause 4

Seller is obliged to inform employees and other persons engaged by Seller during delivery of goods and implementation of accompanying services/execution of works being the subject of the Contract, on obligations set in this Appendix.

Clause 5

Seller, its employees and all other persons engaged by Seller, during preparations for delivery of goods and implementation of accompanying services/execution of works being the subject of the Contract, and during execution the same, as well as during rectification of defects in Defect Notification Period, shall adhere to all regulations, internal standards, procedures, manuals and instructions on HSE applicable at Buyer's, and they shall particularly adhere to the following rules:

1. it is forbidden to avoid application and/or to hinder implementation of HSE measures;

2. it is obligatory to observe rules for using instruments and equipment for personal protection at work;

3. Buyer's procedures for implementation of access control system and permissions for work shall always be observed;

4. procedures for isolation and locking power supply sources and operation fluids shall always be observed;

5. it is strictly forbidden to enter, stay or work, both on the Buyer's territory and in offices being under the influence of alcohol or other psychoactive substances;

6. it is forbidden to carry weapons within Buyer's locations, as well as unauthorized photographing;

7. it is obligatory to observe rules and signalization for safety in the traffic.

Clause 6

Seller shall be only liable for safety and health of its employees and all other persons engaged by Seller during delivery of goods and implementation of accompanying services/execution of works which are the subject of the Contract.

In case HSE rules are not observed, Buyer shall neither bear any responsibility nor reimburse costs to Seller regarding injuries at work, i.e. damages of working instruments.

Clause 7

Seller shall provide, at its own expenses, skilled staff for whom it has evidence on mandatory medical examinations and finished trainings in accordance with applicable regulations for HSE in the Republic of Serbia and who shall be equipped with corresponding instruments and equipment for personal protection at work for delivery of goods and implementation of accompanying services/execution of works being the subject of the Contract, and all in accordance with legal provisions for HSE, i.e. Buyer's internal documents.

Clause 8

Seller shall, at its own expenses, provide all necessary inspections and tests, i.e. expert findings, reports, attests and permissions for working instruments which will be used for delivery of goods and implementation of accompanying services/execution of works being the subject of the Contract, in accordance with legal provisions for HSE, as well as with all other regulations and applicable standards in the Republic of Serbia, i.e. Buyer's internal acts.

If Buyer founds that working instruments do not have necessary expert findings and/or reports and/or attests and/or permissions on executed inspections and test, it shall not be allowed for these to be entered into Buyer's locations.

Clause 9

Seller shall, latest three days before the date of commencement of works, submit to Buyer the following:

1. a list of persons with their manually signed statements where it shall be seen that they are introduced with obligations by Seller in accordance to Clause 4 of this Appendix,

2. a list of working instruments to be used for execution of works, and

3. information on Seller's health and safety at work engineer.

In addition to the list of persons from Item 1 of this Clause, Seller shall submit evidence on the following:

1. finished training of employees for health and safe work,

2. finished medical examinations of employees,

3. finished inspections and tests of working instruments, and

4. use of instruments and equipment for personal protection at work.

Clause 10

Buyer shall be entitled to check implementation of preventive measures for health and safe work during delivery of equipment and implementation of accompanying services/execution of works being the subject of the Contract.

Seller shall enable a person, in accordance with regulations, assigned by Buyer to check implementation of preventive measures for health and safe work.

Buyer shall be entitled to order cessation of further execution of works/implementation of services in cases of imminent danger to life and health of employees and/or other persons, occurred due to execution of the Contract until the identified faults are eliminated, and shall immediately inform Seller and authorized inspection service about this.

Seller shall act as per Buyer's order from Paragraph 3 of this Clause.

Clause 11

Contracting Parties shall, in case they share working area during execution of the Contract, cooperate in implementation of prescribed measures for health and safety of employees.

Contracting Parties shall, in case of Paragraph 1 of this Clause, considering nature of works they perform, coordinate activities related to implementation of measures for elimination of injury risks, i.e. damaging health of employees, as well as shall inform each other and their employees and/or employees' representatives about those risks and measures for their elimination.

A method for realization of cooperation from Paragraph 1 and 2 of this Clause shall be established by agreement in writing.

Agreement from Paragraph 3 of the Clause, shall define a person for coordination of implementation of common measures which shall provide health and safety of all employees.

Clause 12

Seller shall timely inform the service user on every event in HSE occurred during delivery of goods and implementation of accompanying services/execution of works being the subject of the Contract, and particularly about every incident and accident.

Seller shall submit to Buyer a copy of the Report on injury at work issued for each employee injured during execution of works/implementation of services being the subject of the Contract within 24 hours from a time of preparing the Report on injury at work.