



**Electric Power Industry of Serbia -
EPS**



**Corporate Enterprise
Thermal Power Plants Nikola Tesla,
OBRENOVAC**

**PUBLIC ENTERPRISE "ELECTRIC POWER INDUSTRY OF SERBIA"
CARICE MILICE 2 BELGRADE
TENT BELGRADE - OBRENOVAC
BOGOLJUBA UROŠEVIĆA CRNOG 44, 11500 OBRENOVAC**

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TENDER DOCUMENTS

**Public Procurement No. 3000/0060/2016 (448/2016)
Article 36, par. 1, item 2 of PPL**

**Negotiated procedure without announcement of invitation for submission of
bids**

**Subject of procurement:
Spare parts for valves made by manufacturer Masoneilan**

(filled at PE EPS 105.E.03.01.132379/10-2016 dated 01.09.2016)

September 2016

Pursuant to Article 36, paragraph 1, item 2 and Article 61 of the Law on Public Procurement ("Off. Gazette" no. 124/2012, 14/15 and 68/15 -hereinafter: PPL), Article 5 of the Rulebook on the mandatory elements of tender documents in the public procurement procedures and the manner of proving the fulfillment of conditions ("Off. Gazette" no. 86/15), Article 31 of the Rule Book on public procurement procedures in Public Enterprise „Electric Power Industry of Serbia” (PE EPS No. 12.01.3020/3-15 of 01 October 2015), Opinion of the Public Procurement Office 404-02-1324/16 dated 06.05.2016, on the merits of the application of the negotiation process, Decision on the initiation of public procurement no. _____ dated _____ and Decision on the establishment of the Commission for Public Procurement _____, dated _____ the following has been prepared:

TENDER DOCUMENTS

For negotiated procedure without announcement of invitation for submission of bids

„Procurement of spare parts for valves made by manufacturer Masoneilan“

PP No. 3000/0060/2016 (448/2016)

Tender documents include the following:

1.	GENERAL INFORMATION ON PUBLIC PROCUREMENT
2.	INFORMATION ON SUBJECT OF PUBLIC PROCUREMENT
3.	INSTRUCTIONS TO BIDDERS HOW TO PREPARE A BID
4.	BID FORM
5.	CONDITIONS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE UNDER ARTICLE 75 OF PPL AND INSTRUCTIONS FOR CERTIFYING THE FULFILLMENT OF THE SAID CONDITIONS
6.	STATEMENT FORM OF FULFILLMENT OF THE CONDITIONS UNDER ARTICLE 75, PAR. 1, ITEM 1-4 OF PPL
7.	FORM OF BID PRICE STRUCTURE WITH INSTRUCTIONS HOW TO FILL IT IN
8.	FORM OF BID PREPARATION COSTS
9.	STATEMENT FORM OF INDEPENDENT BID
10.	STATEMENT FORM OF BIDDER'S OBLIGATIONS BASED ON ARTICLE 75, PAR. 2, OF PPL
11.	CONTRACT MODEL
12.	TECHNICAL SPECIFICATION AND TECHNICAL DOCUMENTATION



**Electric Power Industry of Serbia -
EPS**

Tender documents

1. GENERAL INFORMATION ON PUBLIC PROCUREMENT

Obrenovac, September 2016.

1. GENERAL INFORMATION ON PUBLIC PROCUREMENT

1.1	Name and address of Purchaser	Public Enterprise "Electric Power Industry of Serbia", Belgrade Carice Milice 2, 11000 BELGRADE
1.2	Company branch – name and address	TENT A – Belgrade – Obrenovac, Bogoljuba Urosevica Crnog 44
1.3	Web site of Purchaser	www.eps.rs
1.4	Type of procedure	Negotiating procedure without announcement of invitation to bids –pursuant to Art. 36 par. 1 item 2 of PPL
1.5	Basis for the use of negotiated procedure without prior public notice	<p>Thermal Power Plant B is the largest unit in the energy power system of the Republic of Serbia, with two units of installed capacity 2 x 620 MW. In recent years, reconstruction has been made at Tent B which enabled increasing the total power of units by 10%, normally units operate at base load.</p> <p>All control valves with pneumatic drives, that are located on the line of base condensate (as well as LP and HP flow condensate, LP and HP technical cooling...), as well as on minimum flows of electric feeding and turbo feeding water pumps , are the valves made by the manufacturer Masoneilan, dated from 1983 (when the first unit was installed) i.e. 1985 (when the second unit was installed) up to this day, due to the unification of the units. These valves are working under very harsh operating modes, as well as the valves whose spare parts are the subject of this procurement.</p> <p>The subject of procurement of valve's spare parts relates to valves that are in the line of basic condensate (RM40S2) where operating parameters are Pr 36 bar, Tr 30 ° C, and the valves who are on the minimum flows of electric feeding pumps (RL22, 32S1) where operating parameters are Pr bar 252, Tr 185 ° C, as well as the valves on minimum flows of turbo feeding water pumps (RL12,13S1) where operating parameters are Pr bar 308, Tr 185 ° C (maximum operating parameters per water).</p> <p>Bearing in mind the function of this valves (base condensate lines, minimum flows of electric feeding and turbo feeding water pumps), the increase of units power by 10%, condition of existing supplies (which are extremely modest compared to the number of valves which could breakdown), working conditions of these valves, as well as the basic mode of our largest units, it is necessary to purchase the required spare parts from the</p>

		original manufacturer. Original equipment manufacturer is Masoneilan, thus the offer should be asked from them.
1.6	Subject of public procurement	Procurement of goods – Spare parts for valves made by manufacturer Masoneilan
1.7	Aim of the procedure	The procedure is conducted in order to conclude a public procurement contract
1.8	Contact	srdjan.jankovic@eps.rs e-mail: srdjan.jankovic@eps.rs



Electric Power Industry of Serbia - EPS

Tender documents

2. INFORMATION ON SUBJECT OF PUBLIC PROCUREMENT

Obrenovac, September 2016.

2. INFORMATION ON SUBJECT OF PUBLIC PROCUREMENT

Description of the subject of public procurement
Procurement of goods – Spare parts for valves made by manufacturer Masoneilan
Name and designation from common procurement vocabulary
OPH 42132300 – Valve parts
Subject of PP is not formed by positions



Electric Power Industry of Serbia - EPS

Tender documents

3. INSTRUCTIONS TO BIDDERS HOW TO PREPARE A BID

Obrenovac, September 2016.

3. INSTRUCTIONS TO BIDDERS HOW TO PREPARE A BID

3.1. INSTRUCTIONS TO BIDDERS HOW TO PREPARE A BID

The Tender Documentation contains Instructions to Bidders how to prepare a Bid and necessary data on Purchaser's requirements related to Bid content, as well as conditions under which the procedure of selection of best bid is conducted in the public procurement procedure.

Bidder shall fulfill all conditions stipulated in the PPL (hereinafter: Law) and tender documentation. Bid shall be prepared and submitted based on the invitation, in accordance with the tender documentation, otherwise it shall be rejected as unacceptable.

3.2. INFORMATION ABOUT THE LANGUAGE IN WHICH THE BID SHALL BE PREPARED

Purchaser has prepared the Tender Documentation in Serbian language and it shall conduct the public procurement procedure in Serbian.

Bid with all attachments shall be prepared in Serbian or English.

Attachments that make integral part of the bid, shall be submitted in Serbian. If a certain document (proof, attachment) is in a foreign language, the Bidder shall submit a translation of the document in Serbian, otherwise the Bid shall be rejected as unacceptable.

3.3. PREPARATION AND SUBMISSION OF BIDS

The bidder is obliged to make a Bid by entering required data into forms that are an integral part of the tender documentation and certified by the seal and signature of the legal representative, another representative entered in the register of the competent authority or a person authorized by the legal representative with the submission of authorization with the Bid. It shall submit them together with the other documents that are an essential content of the bid.

It is recommended that all documents submitted in the bid be numbered and linked together as one piece (red tape, tape, etc.), so that individual sheets or attachments cannot be subsequently inserted, removed or replaced.

It is recommended that the numbering of the documents submitted and forms in the bid to be made on each side that has the text, by writing "1 out of n", "2 out of n", and so on until "n of n", with "n" representing the total No. of Bid pages.

It is recommended that the evidence submitted with the bid, but because of its importance must not be damaged, should be marked with a number (e.g. Bills of exchange) and placed in a special foil, and the page number from the bid shall be clearly indicated on the foil. The foil must be glued at the top in order to protect evidences that must not be damaged, due to its importance.

The bid will be submitted in a closed envelope / box, so that before opening it can be checked whether it is closed and when, at the address: Public Enterprise „Electric Power Industry of Serbia”, branch TENT, Bogoljuba Urosevica Crnog 44, 11 500

Obrenovac, PAK 11 with the designation: „Bid for Procurement of goods: Spare parts for valves made by manufacturer Masoneilan, Public Procurement No. 3000/0060/2016 (448/2016) – DO NOT OPEN”. The accurate name and address of the Bidder, phone and fax, as well as name and surname of the authorized contact person of the Bidder shall be written on the back of the envelope.

3.4. Mandatory content of the Bid

In addition to the Bid Form the Content of Bid also includes all other evidences on fulfillment of conditions from Article 75 of PPL, foreseen in the Art. 77 of the Law, which are stated in the Tender Documentation, as well as all required appendices and statements (filled in, signed and sealed by the stamp) in the manner foreseen by the following paragraph of this point:

- Bid Form

- Price Structure

- Form of bid preparation costs, if the Bidder requires compensation of costs in acc. with the Art. 88 of the Law.

- Statement of an independent Bid

- Statement in accordance with the Art. 75 paragraph 2 of the Law

- Evidences of fulfillment of conditions from the Art. 75 of the Law in acc. with the Art. 77 of the Law and chapter 4 of the Tender Documentation

Purchaser shall reject as unacceptable all Bids which do not fulfill the conditions from the Invitation for submission of bids and Tender Documentation.

Purchaser shall reject as unacceptable the Bid of the Bidder, for which the evidences being an integral part of the Bid contain the data which are found to be untruthful.

3.5. Submission and opening of Bids

The Bids that are received in accordance with the Invitation for submission of Bids published on the Public Procurement Portal shall be considered as timely, regardless of the manner in which they were sent.

If the Bid is submitted after the deadline for submission of Bids specified in the invitation it shall be considered as untimely and Purchaser shall upon completion of the tender opening, return such a Bid to the bidder unopened, indicating that it was submitted untimely.

All Bids which were submitted in due time shall be opened publicly by the Commission for public procurement on the date stated in the Invitation for submission of bids in the premises of the Public Enterprise „Electric Power Industry of Serbia”, branch TENT, Bogoljuba Urosevica Crnog 44, Obrenovac.

Before the start of the opening procedure the Bidders' representatives who participate in the public opening of tenders, must submit to the Commission for Public Procurement written authorization for participation in this process, (it is desirable to be issued on the letterhead of the bidder), registered and certified by the seal and signature of the legal representative of the bidder or another agent entered in the register of the competent authority or a person authorized by the legal representative with the submission of authorization in the Bid.

Commission for Public Procurement shall prepare minutes of the bid opening, in which data is entered in accordance with the law.

Minutes of Bid opening shall be signed by the members of the Commission and present authorized representatives of the Bidder who take a copy of the minutes.

The Purchaser shall, within three (3) days of the completion of the tender opening procedure by mail or electronically submit a record of the bid opening to bidders who did not participate in the tender opening procedure.

3.6. Manner of bid submission

A Bidder may submit only one bid.

A Bidder may submit the Bid: independently.

3.7. CHANGES, AMENDMENTS AND WITHDRAWAL OF BID

The Bidder may change or amend the already submitted Bid within the deadline for submission of Bid in writing at the Purchaser's address, with the designation „CHANGE - AMENDMENT –of the Bid for Procurement of goods – Spare parts for valves made by manufacturer Masoneilan, Public Procurement No. 3000/0060/2016 (448/2016) – DO NOT OPEN”.

In the case of amendment of submitted bid, Purchaser shall, during professional assessment, consider amendments only if they are made in its entirety and acc.to the form to which, in the already submitted bid, amendment relates to.

The Bidder may withdraw the already submitted Bid within the deadline for submission of Bid in writing at the Purchaser's address, with the designation „WITHDRAWAL –of the Bid for Procurement of goods – Spare parts for valves made by manufacturer Masoneilan, Public Procurement No. 3000/0060/2016 (448/2016) – DO NOT OPEN”

In case of Bid withdrawal prior to expiry of the deadline for bid submission, Purchaser shall not open such a Bid and it shall return it to the bidder unopened.

3.8. POSITIONS (LOTS)

The subject Public Procurement is not formed by positions.

3.9. BID VARIANTS

Bid with variants is not allowed.

3.10. OFFERED PRICE

Price is expressed in EUR without VAT.

Offered price includes all costs related to the implementation of the said service.

If unusually low price is stated in the bid, the Purchaser shall act in accordance with Article 92 of the Law on Public Procurements.

3.11. PRICE CORRECTION

The offered price is fixed in EUR for the complete stipulated period and is not a subject of any change.

3.12 DEADLINE FOR SERVICE EXECUTION

Deadline for delivery of goods is 4 (four) months from the date of Contract coming into force.

3.13. WARRANTY PERIOD

Warranty period for the delivered goods from the art.1 is 12 months (twelve) from the date of delivery and signing of the Quality and Quantity Goods Acceptance Protocol. The selected bidder shall, at his own expense, remove all possible defects during the warranty period.

For all observed defects – hidden faults, which were not observed at the time of quality and quantity acceptance of goods, but they've occurred during use within the warranty period, Service User shall submit the Complaint about the defects to the service provider immediately and latest within 5 days (five) after observing such defects.

The service provider undertakes to remedy the deficiencies identified not later than 10 (ten) days of receiving the complaint at their own expense.

3.14. METHOD OF PAYMENT

User of the service is obliged to pay for the services performed to the Service provider, by a foreign remittance in the following way:

- successively after each delivery, with the signing of the Quality and Quantity Goods Acceptance Protocol by the authorized representatives of the Buyer and the Seller, without objections, within the legal deadline of 45 days from receipt of a correct invoice to the Buyer's archives.

The invoice shall be named: **Public Enterprise „Electric Power Industry of Serbia” Belgrade, Carice Milice 2, tax identification No. 103920327, Branch TENT Belgrade-Obrenovac, Bogoljuba Urosevica Crnog 44.**

The invoice shall be named: **Public Enterprise „Electric Power Industry of Serbia” Belgrade, Carice Milice 2, tax identification No. 103920327, Branch TENT Belgrade-Obrenovac, Bogoljuba Urosevica Crnog 44**, and shall be sent at the User's address Public Enterprise „Electric Power Industry of Serbia” Belgrade, Branch TENT, Bogoljuba Urosevica Crnog 44, 11500 Obrenovac, with mandatory attachments / Record on qualitative acceptance, with clearly written name and surname and signature of the authorized person of the Buyer. **The seller is obliged to name the contract based on which the invoice is issued (number and date) on invoice/invoices.**

In the submitted invoice, the selected bidder is obliged to comply with clearly defined titles in the tender documents and bids accepted (in the Form Price Structure). Invoices that do not match these exact names will be considered defective. If, due to the use of different codebook and software solutions the exact name as stated above cannot be stated in the invoice as well, the selected bidder is obliged to submit the annexes to the invoice with comparative review of the title from the invoice with the required names from the tender documentation and accepted Bid.

In case of application of the correction rates bidder shall issue an invoice based on the contracted unit price and correction value for the price of the invoice will be shown as a correction invoice / debit / approval, or it will, with invoice for the correction of prices submit the debit / approval.

3.15. BID VALIDITY

Bid shall be valid at least 60 (sixty) days from the date of bid opening. In the event that a bidder indicates a shorter validity period, the offer will be rejected as unacceptable.

3.16. MEANS OF FINANCIAL SECURITY

All costs related to provision of financial securities shall be borne by the Bidder and they may be stated in the Form –Costs of bid preparation.

Member of a Bidder group may be the ordering party for financial securities.

Financial securities shall be in the same currency as the Bid itself.

If during the Contract implementation deadlines are changed for performing of contractual activities, the validity of financial securities shall be extended.

The Purchaser determined Performance Bond as a financial security for Bid bond for the subject PP.

The Bidder is obliged to submit the following means of financial security:

In the bid:

BID BOND

The bidder shall submit the original bid bond in the amount of 2% of the bid value, excluding VAT.

The bank guarantee must be irrevocable, unconditional (without the right to objection), and payable at first written invitation, with duration of at least 30 (in words: thirty) calendar days longer than the period of validity of the bid.

Purchaser will realize the bid bond submitted alongside the bid, if:

- the bidder, after the deadline for submission of bids, withdraws, revokes or amends its bid or
- the bidder, to whom the contract was awarded, does not sign the public procurement contract in a timely manner, or
- the bidder, to whom the contract was awarded, does not submit a proper performance bond in accordance with the requirements of the tender documentation.

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

In the event that the business seat of the guarantor bank is outside the Republic of Serbia, in the event of a dispute under this warranty, jurisdiction of the International arbitration within Chamber of Commerce shall be determined with the application of the Regulations of Chamber of Commerce, and the procedural and substantive law of the Republic of Serbia. Submitted bank guarantee cannot contain additional conditions for payment, shorter deadlines, lower amount or altered territorial jurisdiction for resolving disputes.

The bidder may submit a bank guarantee of a foreign bank only if the bank's assigned credit rating corresponds to at least credit rating quality 3 (investment rank).

The bank guarantee shall be returned to the bidder with whom a contract is not concluded immediately after signing the contract with the bidder whose bid was selected as the most favorable, and to the bidder with whom a contract is concluded, within eight days from the submission to the Purchaser of security means for execution of contracted obligations requested in the Contract.

Within 10 days from the conclusion of Contract.

Performance bank guarantee

The selected bidder shall, at the time of the conclusion of the Contract, and not later than 10 (ten) days from the mutual signing of the Contract by the legal representatives of the parties, but prior to delivery, as a suspensive condition referred to in Article 74, Paragraph 2 of the Law on Obligations (" Off. gazz. SFRY "no. 29/78, 39/85, 45/89 - decision and USJ 57/89," Official Gazette of FRY "no. 31/93 and" Off. Gazette of SCG "no. 1/2003 - Constitutional Charter), as a means of financial security for good performance, submit to the Purchaser a performance bank guarantee.

The selected bidder is obliged to deliver to the Purchaser an irrevocable, unconditional (without the right to objection), and payable at the first written invitation, performance bank guarantee in the amount of 10% of contract value excluding VAT. The bank guarantee shall be valid at least 30 (in words: thirty) calendar days beyond the deadline set for the final execution of work.

If, during the validity period of the contract, change the deadlines for the execution of contractual obligations, the validity of performance bank guarantee must be extended. submitted bank guarantee must not include additional conditions for payment, a shorter period, a smaller amount or altered territorial jurisdiction for resolving disputes.

Purchaser will implement the given performance bank guarantee in the event that the selected bidder is not carrying out its contractual obligations within the deadlines, and in the manner required by the contract.

In the event that the business seat of the guarantor bank is in the Republic of Serbia, in the event of a dispute under this warranty, jurisdiction of the court in Belgrade shall be determined, as well as the application of substantive law of the Republic of Serbia

In the event that the business seat of the guarantor bank is outside the Republic of Serbia, in the event of a dispute under this warranty, jurisdiction of the International arbitration within Chamber of Commerce shall be determined with the application of the Regulations of Chamber of Commerce, and the procedural and substantive law of the Republic of Serbia.

In case if the bidder submits a bank guarantee of a foreign bank, the selected bidder may submit the bank's guarantee only if the bank's assigned credit rating corresponds to at least credit rating quality 3 (investment rank).

Upon signing Minutes in handing over the subject of Contract

Bank guarantee for removal of defects within warranty period:

The bidder is obliged to submit to the Purchaser a bank guarantee for removal of defects within the warranty period, which is irrevocable, unconditional, without the right to protest and payable at first invitation, issued in the amount of 5% of the total contract price (excluding VAT) with a validity period of 30 (thirty) days longer than the warranty period.

The bank guarantee for removal of defects within the warranty period, shall be submitted at the time of handover / delivery of the subject of contract. If the Bidder fails to submit a bank guarantee for removal of defects within the warranty period, Purchaser shall be entitled to collect the performance bank guarantee.

If during the validity period of the contract, change the deadlines for the execution of contractual obligations, the validity of the bank guarantee has to be extended.

Submitted bank guarantee cannot contain further conditions for payment, a shorter period and a smaller amount.

Purchaser is authorized to collect the bank guarantee for removal of defects within the warranty period, if the bidder fails to fulfill its contractual obligations in respect of the guarantee period.

In the case of successive delivery of the subject goods, Bidder is required to extend the validity period of the means of financial security for removal of defects within the warranty period, in accordance with the dynamics of delivery and not later than 10 days before the expiry of the previous one, so as to ensure the warranty period for all goods delivered that are the subject of procurement.

The bidder may submit a bank guarantee of a foreign bank only if the bank's assigned credit rating corresponds to at least credit rating quality 3 (investment ran). In this case, the bidder is obliged to submit to the Purchaser a counter guarantee of domestic bank.

Submission of financial securities

Means of financial security for **bid bond** shall be submitted as an integral part of the bid at the company „Electric Power Industry of Serbia”, Belgrade, Carice Milice 2, Branch TENT, Bogoljuba Urosevica Crnog 44, 11500 Obrenovac.

Means of financial security for **performance bond** shall be submitted to the company „Electric Power Industry of Serbia”, Belgrade, Carice Milice 2, Branch TENT, Bogoljuba Urosevica Crnog 44, 11500 Obrenovac, personally or via post office at the address:

Bogoljuba Urosevica Crnog 44, 11500 Obrenovac

With the designation: **Financial security for PP No. 3000/0060/2016(448/2016)**

Means of financial security for **removal of defects within the warranty period** shall be submitted to the company „Electric Power Industry of Serbia”, Belgrade, Carice Milice 2, Branch TENT, Bogoljuba Urosevica Crnog 44, 11500 Obrenovac, during handing over of subject of contract or via post office at the address:

Bogoljuba Urosevica Crnog 44, 11500 Obrenovac

With the designation: **Financial security for PP No. 3000/0060/2016(448/2016)**

Note: Bidder is responsible for safe manner of submission of the financial security to the Purchaser.

3.17. MARKING OF CONFIDENTIAL DATA IN THE BID

The data which are reasonably marked as confidential by the Bidder shall be used only during the procedure of public procurement in accordance with the invitation and shall not be available to anyone outside the circle of persons included in the public procurement procedure. These data shall not be published during bid opening or during proceedings.

The Purchaser may refuse to provide information which would entail a breach of confidentiality of data received in the offer.

As confidential, the supplier can mark a document **which includes the** personal data, which are not contained in any single public register, or which are not otherwise available, as well as business data that have been laid down as confidential. The Purchaser shall treat as confidential such documents that have designation "CONFIDENTIAL" written in capital letters in the upper right corner.

The Purchaser is not responsible for the confidentiality of data that are not marked as indicated above.

If the data which do not meet the above conditions are marked as confidential, the Purchaser will ask bidder to remove the label of confidentiality. Bidder will to do so by asking his representative to write "CANCEL" above the confidentiality designation, enter the date, time and sign it.

If the bidder does not revoke the confidentiality of documents within the deadline determined by the Purchaser, the Purchaser will treat the offer as an offer without confidential information.

Purchaser is obliged to strictly respect the legitimate interests of bidders, protecting their technical and business secrets in terms of the law governing the protection of trade secrets.

Evidences of fulfillment of the requirements, prices and other information from the bid that are of importance for ranking bids shall not be considered as confidential.

3.18. Respecting of responsibilities coming from the regulations on occupational safety and other regulations

The bidder is obliged to specifically state during the preparation of bids that it respected the obligations arising from applicable regulations on occupational safety, employment and working conditions, environmental protection, and that there is no ban on performing the activity which is in force at the time of submitting the tender (Form 4 . from the tender documentation).

3.19. The fee for the use of patents

The fee for the use of patents, as well as the responsibility for the breach of protected intellectual property rights of third parties shall be borne by the bidder.

3.20. The principle of the protection of the environment and ensuring energy efficiency

Purchaser is obliged to purchase a service that does not pollute environment or which has a minimal impact on the environment, or that provides adequate reduction in energy consumption - Energy Efficiency.

3.21. Additional information and clarification

The interested person may, in writing, require from the Purchaser additional information or clarification regarding bid preparation, in which the Contracting Authority can point to the possibly observed deficiencies and irregularities in the tender documents, no later than five days before the deadline for submission of bids, at the address of the Purchaser, with the designation: „CLARIFICATIONS – Invitation for Public Procurement No. 3000/0060/2016 (448/2016)” or at the e-mail address: srdjan.jankovic@eps.rs, on working days (Monday-Friday) from 07,00a.m – 14,00p.m. The request for clarification received after the specified time or on weekends / non-working day will be recorded as received on the next working day. The Purchaser shall, within three days after receiving the request, publish the answer to the requirements on the Public Procurement Portal and its website.

Requesting of additional information and clarifications by telephone is not allowed. If a document from a public procurement procedure is submitted by the Purchaser or supplier via e-mail or fax, the party who has performed the delivery is obliged to request from the other party in the same way to confirm receipt of the document, which the other party is obliged to do and when it is necessary to prove such delivery.

If the Purchaser changes or amends the tender documents within the deadline predicted for bid submission, it shall promptly publish amendments at the Public Procurement Portal and on its website.

If the client changes or amends the tender documents eight or fewer days before the expiry of the deadline for submission of bids, the Purchaser shall extend the deadline for submission of bids and publish of a notice of extension of the deadline for submission of bids.

After the expiry of the deadline for submission of bids, the Purchaser may not alter or amend the tender documents.

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

Depending on the chosen form of communication, the Purchaser will act in accordance with 13th principle expressed by the Republic Commission for Protection of Rights in Public Procurement Procedures during the 3rd General Session on 14 April 2014 (published on the website www.kjn.gov.rs).

3.22. Bid costs

The costs of preparing and submitting the bid shall be borne exclusively by the Bidder and they may not claim reimbursement of costs from the Purchaser.

The bidder can, within the bid, submit total amount and structure of costs for preparing the bid, by completing, signing and certifying with the seal the Form of bid preparation costs.

If the procurement procedure has been suspended for reasons on the side of the Purchaser, the Purchaser is obliged to reimburse the bidder the costs for making a sample or a model, if they are made in accordance with the technical specifications of the Purchaser and the costs for obtaining financial security, provided that the bidder sought reimbursement of these costs in its bid.

3.23. Additional Explanations, Control and Permitted Corrections

The Purchaser may require additional explanations from bidders that will help him in the review, evaluation and comparison of bids, and can also perform control (inspection) at the bidder or its subcontractors.

If additional explanations are necessary, the purchaser shall give the bidder appropriate deadline to comply with the invitation of the Purchaser, i.e. to allow to the Purchaser the control (inspection) with the bidder, as well as its subcontractor.

The Purchaser may, with the consent of the bidder, make corrections to calculation errors observed during considering the bid after the bid opening.

In case of difference between unit price and total price, the unit price is applicable. If the bidder does not agree with the correction of calculation errors, the Purchaser shall reject its bid as unacceptable.

3.24. Reasons for Bid rejection

Bid shall be rejected if:

- it is untimely, unacceptable or inadequate,
- If Bidder fails to comply with correction of calculation errors,
- If there are significant shortcomings in accordance with Article 106 of PPL.

i.e.

- If the Bidder fails to prove fulfillment of mandatory conditions for participation,
- If the bidder failed to submit the required financial security
- If the offered deadline for bid validity is shorter than stipulated,
- If the Bid contains other shortcomings which make it impossible to establish the actual content of the Bid or comparison with other Bids.

The Purchaser will decide to suspend the public procurement procedure in accordance with Article 109 of the Law.

3.25. Deadline for Decision on contract awarding / termination of the procedure

Purchaser will make a decision on contract awarding /termination of procedure within a maximum of 25 (twenty) days from the bid opening.

The decision on awarding the contract / termination of the procedure shall be published by the Purchaser on the Public Procurement Portal and on its website within three (3) days from the date of adoption.

3.27. NEGATIVE REFERENCES

- The Purchaser may reject the bid if it has evidence proving that in the period for the last three years the Bidder:
 - 1) Acted opposite to an order from Art. 23 and 25 of PPL.
 - 2) Performed a breach of competition.
 - 3) Submitted untruthful data in the Bid or without justified reasons rejected to sign the Contract for public procurement after the Contract has been awarded to him.
 - 4) Failed to submit evidences and securities which are required in the tender documentation.

The Purchaser shall reject the bid if it has evidence proving that the Bidder failed to meet its obligations under earlier contracts on public procurement, which were related to the same subject of procurement in the period for the last three years prior to publishing the Invitation for submission of Bids.

Evidences may be the following:

- Final court decision or decision of other competent authority;
- Document of realized security instrument of fulfillment of obligations in public procurement procedure or fulfillment of contractual obligations;
- Documents of paid contractual penalties;
- Complaints of consumers or users, if not resolved within the stipulated period;
- Statement of contract termination due to non-performance of obligations given in the manner and under circumstances stipulated by the law governing contractual obligations;
- Evidence of engagement of entities that are not marked in the bid as subcontractors, or members of the consortium in the execution of public procurement contract.
- Other appropriate evidence with regard to the Public Procurement related to fulfillment of responsibilities in previous public procurement procedures or in previously concluded contracts.

Purchaser may reject the Bid if it owns evidence from the Article 82. Par. 3. point 1) of the PPL which is related to the procedure conducted or Contract concluded by other purchaser as well for the same subject of procurement.

Purchaser shall act in these ways also in the case of a common Bid of the consortium, if it determines that there is evidence for the above-mentioned for one or more members of the consortium.

3.27. ACCESS TO DOCUMENTS

The Bidder shall have the right to inspect the records of a public procurement procedure conducted after the decision on contract award or decision on suspension of proceedings about which it may make a written request to the Purchaser.

The Purchaser shall provide access to a party from par 1 of this Article to documents and copying documents from the procedure at the expense of the applicant, within two days from the date of receipt of written request, with the obligation to protect the data in accordance with Article 14 of PPL.

3.28. PROTECTION OF RIGHTS

Notice on the deadlines and way of submission the request for protection of rights with detailed instructions on the content of the complete request for the protection of rights in accordance with Article 151 paragraph 1 items. 1) -7) of the Law, as well as the amount of the fees referred to in Article 156, Paragraph 1, Items 1) -3) of the Act

and detailed instructions on the certificate referred to in Article 151, paragraph 1, item 6) of the Law to the effect that the tax payment is made, which is attached to the request for protection of rights when submitting the request to the purchaser, in order to consider the request complete

Deadlines and way of submission of request for protection of rights:

The request shall be submitted personally or via post office at the address: PE „Electric Power Industry of Serbia” Belgrade – branch TENT, Bogoljuba Urosevica Crnog 44 – 11500 Obrenovac with the designation: Request for protection of rights for public procurement of goods:

Spare parts for valves made by manufacturer Masoneilan, No. PP 3000/0060/2016 (448/2016) and the copy shall be submitted to the Republic Commission.

Request for protection of rights may be submitted via e-mail to the following address: srdjan.jankovic@eps.rs on working days (Monday-Friday) from 07,00-14,00 a.m. The request may be submitted during the complete duration of public procurement procedure against any action of the Purchaser, unless the law provides otherwise.

Request for protection of rights challenging the type of procedure, the contents of the invitation for submission of bids or tender documents shall be deemed timely if it is received by the Purchaser no later than **7 (seven) days** prior to the deadline for submission of bids regardless of the method of delivery and if the Bidder who submitted such request in acc. with the Art. 63, par. 2 indicated the Purchaser to possible defects and irregularities and the Purchaser did not remedy these defects or irregularities.

Request for protection of rights challenging the activities of the Purchaser prior to expiry of the deadline for submission of bids and after expiry of the deadline from previous statement shall be deemed as due if it was submitted latest until expiry of the deadline for submission of bids.

After the Decision on Contract awarding or the decision on suspension of the procedure, deadline for submission of requests for protection of rights shall be **10 (ten) days** from the date of announcement of the decision on the Portal of public procurements.

The request for protection of rights does not retain further activities of the Purchaser in public procurement procedure in accordance with the provisions of Article 150 of PPL.

The Purchaser shall notify all the applicants in public procurement procedure on the submitted request for the protection of rights, i.e. publish the notification on the submitted request on the Portal of public procurements, not later than 2 (two) days from the date of receipt of the request for protection of rights.

Purchaser may decide to stop further activities in the event of submission of request for protection of rights and he shall be bound to state in the notice on the request for protection of rights that he is stopping the further activities in the procurement procedure.

Detailed instruction on the content of the completed Request for protection of rights in acc. with the Article 151, paragraph 1, pos. 1) – 7) of PPL:

Request for protection of rights shall include as follows:

- 1) Name and address of the submitter of request and contact person,
- 2) Name and address of the Purchaser,

- 3) Data related to the Public Procurement being the subject of the above request, i.e. the decision of the Purchaser,
- 4) Violation of rules which are related to public procurement procedure,
- 5) Facts related to and evidences of such violations,
- 6) Receipt for payment of tax from the Art. 156 of this Law,
- 7) Signature of the submitter.

If the submitted request for protection of rights does not contain all above stated mandatory elements, Purchaser shall reject such request and give a conclusion.

The conclusion shall be delivered to the submitter and to the Republic Commission within three days from the date of its announcement.

Against the Purchaser's conclusion the submitter of the request may file a complaint within three days from the date of its receipt to the Republic Commission and the copy of the complaint shall be submitted to the Purchaser.

Amount of fee from the Article 156, paragraph 1, item 1)-3) of PPL:

Submitter of request shall pay the fee to the account of the Budget of the Republic Serbia No. 840-30678845-06, payment code 153 or 253, reference No. 3000/0060/2016 (448/2016), purpose: RPR, PE EPS Belgrade, branch TENT Belgrade-Obrenovac, PP No. 3000/0060/2016 (448/2016), payment receiver: Budget of the Republic Serbia in the amount of:

- 1) 120.000,00 RSD if the RPR (request for protection of rights) has been submitted prior to bid opening and if estimated value does not exceed 120.000,00 RSD.
- 2) 120.000,00 RSD if the RPR has been submitted after bid opening and if estimated value does not exceed 120.000,00 RSD.

Each party in the procedure shall bear the costs incurred by its acts.

If the request for protection of rights was reasonable, the Purchaser must reimburse the costs arising from the protection of rights to the applicant at his written request.

If the request for protection of rights is found to be unreasonable, the applicant shall reimburse the costs arising from the protection of rights to the Purchaser at his written request.

If the request for protection of rights was adopted in part, the Republic Commission decides whether each party should bear its own costs or should the costs be divided proportionally acc. to the adopted request for protection of rights.

The Parties shall precisely state the costs which should be reimbursed.

Reimbursement of costs may be requested until reaching of the decision by the Purchaser, i.e. Republic Commission in relation to the submitted request.

The Republic Commission shall decide about the costs.

Detailed instruction about the confirmation from the Article 151 paragraph 1 item 6 of PPL

The certificate confirming that the fee payment was carried out which is enclosed with the request for protection of rights when submitting this to the purchaser, in order to hold a request as complete.

The Article 151 of the PPL („Official Gazette of RS, No. 124/12, 14/15 and 68/15) stipulates that the Request for protection of rights must include, among the other, the certificate on effected payment of the fee from the Article 156 of PPL. Submitter of the request shall pay to the account of the Budget of the Republic Serbia a fee in the amount stipulated in the Article 156 of PPL.

As an evidence of tax payment as in the Article 151, paragraph 1, point 6 of PPL, the following shall be accepted:

1. Confirmation of settled fee payment from the Article 156 of PPL which includes as follows:

- (1) it shall be issued by a bank and shall have a bank stamp;
- (2) it represents evidence of settled fee payment, which means that the confirmation must contain the data that the order for fee payment, i.e. order for transfer of funds is realized, as well as the date of order execution; Republic Commission may examine the appropriate statement from the evidence account submitted by the Ministry of Finance - the Treasury Office, and thus further verify the fact that the order for the transfer was completed.
- (3) amount of fee from the Article 156 of PPL which is to be paid;
- (4) account No: 840-30678845-06;
- (5) payment code: 153 or 253;
- (6) reference No: data on the number or designation of public procurement related to which the request for protection of rights is submitted;
- (7) purpose: ReqProtRig; name of the Purchaser; number or designation of public procurement related to which the request for protection of rights is submitted;
- (8) User: Budget of the Republic of Serbia;
- (9) name of the payer, i.e. name of the applicant of request for protection of rights for which the fee has been settled;
- (10) signature of the authorized person of the Bank.

2. Payment order, original, verified by the signature of the authorized person and stamp of the bank or post office which includes all other elements from confirmation on executed fee payment stated under point 1.

3. Certificate issued by the Republic of Serbia, Ministry of finances, Treasury Office, signed and sealed by stamp, which includes all elements from the confirmation on executed fee payment from point 1, except from the above stated under (1) and (10), for applicants of requests for protection of rights who have an open account within belonging consolidated treasury account which is kept at the Treasury Office (users of budgetary funds, users of funds of organizations for mandatory social insurance and other users of public funds);

4. Certificate issued by the National Bank of Serbia which contains all elements from the confirmation on executed fee payment from point 1 for applicants of requests for protection of rights (banks and other entities) who have an open account at the National Bank of Serbia in accordance with the Law and other regulations.

A copy of the duly completed transfer order and copy of the duly completed payment order can be seen on the website of Republic Commission for Protection of Rights in Public Procurement Procedures <http://www.kjn.gov.rs/ci/uputstvo-o-uplati-republicke-administrativne-takse.html> and <http://www.kjn.gov.rs/download/Taksa-popunjени-nalozici.pdf>.

3.29. CONCLUSION OF CONTRACT

The contract shall be concluded not later than 8 (eight) days from the date of deadline for submission of the request for protection of rights and sent to the Bidder to whom the Contract has been awarded.

The bidder who is awarded the contract is obliged to within a maximum of 10 (ten) days from the date of conclusion of the contract deliver bill for good performance of works.

If the bidder to which the contract is awarded refuses to sign the contract, the Purchaser may conclude the Contract with the second most advantageous bidder. If only one bid is received within the deadline for submission of bids and that bid is accepted, the Purchaser shall in accordance with Article 112, Paragraph 2, Item 5) PPL conclude a contract with the bidder before the expiry of the deadline for filing a request for protection of rights.

3.30. Changes during validity of the contract

The Purchaser may, after the conclusion of the Contract on PP, without conducting public procurement procedure, increase the scope of procurement up to the limit prescribed by Article 115, Paragraph 1 of the Law on Public Procurement.

Purchaser may increase the scope of the public procurement subject from the respective contract for up to 5% of the total value of the contract provided that it has provided funding in the event of unforeseen circumstances during the implementation of the Contract, for which it was not possible to know when planning purchases.

After conclusion of the Contract on public procurement the Purchaser may permit change of essential elements of the contract for objective reasons, such as force majeure, amendments to existing legislation, measures of state authorities and changed circumstances in the market caused by force majeure. In the event of unforeseen circumstances during the implementation of the Agreement, for which it was not possible to know when planning purchases, changes can be made for the execution deadline and duration of the contract, without changing the value and price of the contract.

3.31. ELEMENTS OF THE CONTRACT TO BE NEGOTIATED AND METHOD OF NEGOTIATING

- **negotiation element:** All elements of the contract.

- **mode negotiation:**

The process of negotiations will take place after completion of the bid opening procedure, with authorized representatives of bidders. Written authorization for negotiation must be certified and signed by the legal representative of the bidder.

The process of negotiation shall involve the bidders whose bids were timely and which were, after the opening of bids, found to have no significant deficiencies referred to in Article 106 of the PPL.

Negotiations will be done directly with the authorized representative of the bidder, by oral statement on the above mentioned elements of the negotiations (price). In the minutes of the negotiations shall be entered each element of negotiations.

- Record of negotiations signed by authorized representatives of the purchaser - members of the Commission for public procurement and

authorized representative of the bidder who will take the copy of the minutes.

- The final text of the contract is defined in accordance with the bid, model of contracts, as well as the minutes of the negotiations.
- **An integral part** of the contract is the selected bid with technical specification, Minutes on the completed negotiation procedure

Members and deputies of the Commission:



**Electric Power Industry of Serbia -
EPS**

TENDER DOCUMENTS

Subject of public procurement:

Procurement of goods: Spare parts for valves made by manufacturer Masoneilan

4. Bid form

Obrenovac, September 2016

4. BID FORM

Bid no. _____ dated _____ for open procedure of PP- Procurement of goods:
Spare parts for valves made by manufacturer Masoneilan no. 3000/0060/2016
(448/2016)

1) INFORMATION ABOUT THE BIDDER	
Name of the Bidder:	
Type of legal entity:	
Address of the Bidder:	
Identification no.:	
Bidder Tax number (PIB):	
Contact person:	
e-mail:	
Phone:	
Fax:	
Bank name and account number:	
Person authorized for signing the contract:	

2) THE BID IS SUBMITTED

A) INDEPENDENTLY

Note: circle the method of submitting a bid and give details of the subcontractor, if the bid is submitted with a subcontractor, i.e data on all participants of a joint bid, if the bid is submitted by a group of bidders.

3) PRICE AND COMMERCIAL TERMS OF BID

PRICE

SUBJECT AND NO.OF PROCUREMENT	TOTAL PRICE euro. without VAT
Spare parts for valves made by manufacturer Masoneilan	

COMMERCIAL TERMS

PURCAHSE'S CONDITION	BIDDER'S BID
DEADLINE AND MODE OF PAYMENT: Within legal deadline of 45 days from receipt of a correct invoice with contracted attachments (Minutes)	Agree with purchaser's request YES/NO (circle)
EXECUTION DEADLINE: 4 months from entry into force of contract	____ days from entry into force of contract
WARRANTY PERIOD: cannot be shorter than 12 months from the date of delivery and signing of the Minutes on qualitative and quantitative acceptance of goods	____ months from the date of preparation, verification and signing of the Minutes on qualitative acceptance of service
PLACE OF EXECUTION: location of the Purchaser (Purchaser's warehouse) TENT B, Incoterms 2010	DAP (Purchaser's warehouse) TENT B, Incoterms 2010
BID VALIDITY PERIOD: Cannot be shorter than 60 days from the opening of bids	____ days from the opening of bids
Statement whether the goods are accompanied by EUR 1	YES/NO (circle)
Bidder's bid who does not accept purchaser's request for deadline and mode of payment, execution deadline, warranty period, place of execution and validity period of the bid, shall be considered unacceptable.	

Date

seal

Bidder

Note:

- the bidder is obliged to fill in all commercial conditions in the bid form (all the empty spaces).



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TENDER DOCUMENTS

5. CONDITIONS FOR PARTICIPATION IN PUBLIC PROCUREMENT PROCEDURE FROM THE ARTICLE 75. PPL AND INSTRUCTIONS FOR CERTIFYING FULFILLMENT OF THE SAID CONDITIONS

**5. CONDITIONS FOR PARTICIPATION IN PUBLIC
PROCUREMENT PROCEDURE FROM THE ARTICLE 75. PPL
AND INSTRUCTIONS FOR CERTIFYING FULFILLMENT OF
THE SAID CONDITIONS**

In the public procurement procedure, the Bidder shall prove:

No.	Conditions:	Proofs:
1.	- that it is registered with the competent authorities, i.e. entered in the adequate registry	<p>- <u>LEGAL ENTITY</u>: Excerpt from the registry of the Business Registers Agency, i.e. excerpt from the registry of the Commercial Court</p> <p>- <u>ENTREPRENEUR</u>: Excerpt from the registry of the Business Registers Agency,</p> <p><u>NOTES</u>:</p> <ul style="list-style-type: none"> ▪ In case that the bid is submitted by a group of bidders, it is necessary to submit this evidence for all members in the group. ▪ In case that the bid is submitted by a bidder with a subcontractor, it is necessary to submit this evidence for the subcontractor as well (if there are more subcontractors submit for each of them).
2.	- that it and its legal representative have not been convicted of any of the criminal offenses as members of an organized criminal group, that they have not been convicted of crimes against the economy, crimes against the environment, the crime of receiving or giving bribes, the crime of fraud	<p>- <u>LEGAL ENTITY</u>:</p> <p>- For criminal offenses of organized crime - CERTIFICATE OF A SPECIAL DEPARTMENT (FOR ORGANIZED CRIME) OF HIGH COURT IN BELGRADE; confirming that the bidder (legal entity) has not been convicted for any criminal offenses as a member of an organized criminal group. Regarding this, there is a notification on the website of High court in Belgrade, http://www.bg.vi.sud.rs/lt/articles/o-visem-sudu/obavestenje-ke-za-pravna-lica.html</p> <p>- For crimes against the economy, environment, offense of receiving or giving bribes, committing fraud - CERTIFICATE OF BASIC COURT (which includes information from criminal records for crimes within the jurisdiction of the regular criminal department</p>

		<p>of the High Court) in which territory is the seat of domestic legal entity, or the seat of a representative office or a branch of the foreign legal entity, certifying that the bidder (legal entity) has not been convicted of crimes against the economy, crimes against the environment, offense of receiving or giving bribes, the crime of fraud.</p> <p>-<u>Special Note:</u> If the certificate given by basic court does not include the information from criminal records for crimes within the jurisdiction of the regular criminal department of the High Court, it is necessary, in addition to certificate of the Basic Court, for legal entity to submit CERTIFICATE OF HIGH COURT as well, in which territory is the seat of domestic legal entity, or the seat of a representative office or a branch of the foreign legal entity, certifying that the bidder (legal entity) has not been convicted of crimes against the economy and criminal act of bribery. "</p> <p>- <u>For legal representative</u> – certificate from criminal record of the police department of the Ministry of Internal Affairs– request for the issuance of this certificate may be filed by the place of birth (<i>according to article 2. paragraph 1. item 1) Rulebook on Criminal Records («Off.gazzette SFRY», no. 5/79) - authority in charge of internal affairs of the municipality where the person is born</i>), and also by the place of residence.</p> <p><u>INDIVIDUAL OR ENTREPRENEUR:</u></p> <p>- certificate from criminal record of the police department of the Ministry of Internal Affairs - request for the issuance of this certificate may be filed by the place of birth (<i>according to article 2. paragraph 1. item 1) Rulebook on Criminal Records («Off.gazzette SFRY», no. 5/79) - authority in charge of internal affairs of the municipality where the person is born</i>), and also by the place of residence.»</p> <p><u>NOTES that apply to both individual and legal entity:</u></p> <p>▪ In case that the bid is submitted by legal entity, it is necessary to submit all this evidence for the legal entity, as well as for the legal representative.</p>
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		<ul style="list-style-type: none"> ▪ In the event that the entity has more legal representatives, the evidence is to be submitted for each of them. ▪ In case that the bid is submitted by a group of bidders, it is necessary to submit this evidence for all members in the group. ▪ In case that the bid is submitted by a bidder with a subcontractor, it is necessary to submit this evidence for the subcontractor as well (if there are more subcontractors submit for each of them). ▪ <u>This evidence cannot be older than two months before the opening of bids.</u>
3.	<p>- that it has settled all due taxes, contributions and other public duties in accordance with the regulations of the Republic of Serbia or foreign state if it is registered in its territory.</p>	<p><u>- LEGAL ENTITY, ENTREPRENEUR, INDIVIDUAL:</u></p> <p><u>1. Certificate of Tax Administration of the Ministry of Finance and Economy</u> that it has settled all due taxes and contributions and</p> <p><u>2. Certificate of the Public Revenue Administration, i.e. municipality</u> that it has settled all obligations based on the original local public revenues.</p> <p><u>Note:</u></p> <ul style="list-style-type: none"> ▪ If the Bidder is in the privatization process, instead of the two above mentioned evidence, a certificate from the Privatization Agency that it is in the process of privatization should be submitted. ▪ In case that the bid is submitted by a group of bidders, it is necessary to submit this evidence for all members in the group. ▪ In case that the bid is submitted by a bidder with a subcontractor, it is necessary to submit this evidence for the subcontractor as well (if there are more subcontractors submit for each of them). ▪ <u>This evidence cannot be older than two months before the opening of bids</u>
4.	<p>- that it has respected all obligations arising from applicable regulations on occupational safety, employment and working conditions, environmental protection</p>	<p>Signed and stamped,, FORM OF STATEMENT OF BIDDERS' OBLIGATIONS BASED ON ART. 75. PAR. 2 of PPL-A '(Form 5)</p> <p>note:</p> <ul style="list-style-type: none"> ▪ In case the bid is submitted by a group of bidders, submit this form for each

	and that it has no ban on performing the activity which is in force at the time of submitting the bid	member of the group
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Additional notes:

- According to Article 77, paragraph 4 of PPL, the Bidder proving fulfillment of conditions from Art. 75. PPL (items 1 - 4 of this form), by submitting a statement by which the Bidder, under full material and criminal responsibility, confirms that it meets the requirements. (Proof: "signed and stamped,, FORM OF STATEMENT OF FULFILLING CONDITIONS FROM ART. 75.PPL ", part 6 of tender documentation.
- Bid of the Bidder, who doesn't prove that he meets all the above mentioned mandatory conditions, (items from 1 to 4 of this form) shall be rejected as unacceptable.

OTHER EVIDENCE AND FORMS THE BIDDER IS OBLIGED TO SUBMIT IN ITS BID:

- Bid form – form no. 1.
- Bid price structure form, with instruction how to fill it – form no. 2.
- Statement form on independent bid –form no. 4.
- Signed/sealed Model of Contract
- Catalogue from valves manufacturer with valves drawings whose spare parts are requested
- Bid bond

EVIDENCE THAT BIDDERS ARE NOT OBLIGED TO SUBMIT:

- Bidders who are registered in the Registry of the bidders, as a part of the Agency for Business Registers, are not required to submit evidence under no.1 to 3 (Article 75, paragraph 1., item 1 to 4 of PPL).
- Bidders who are registered in the register, kept by the Agency for Business Registers, do not have to provide evidence under number 1 (extract from the register of the Business Registers Agency), because it is an evidence publicly available on the website of the Agency for Business Registers.
- The Purchaser shall not reject the bid as unacceptable, if it doesn't contain evidence specified by tender documents, if the Bidder specifies web page on which the required data are publicly available, in the bid.
- The Bidder is not obliged to submit the costs form for preparation of the bid (form no. 3)"

FORM OF EVIDENCE

- Evidence on fulfillment of conditions, requested in this form, may be submitted in uncertified copies, and the Purchaser may, before reaching the decision on awarding of contract, request from the Bidder, whose bid was assessed as the most favorable, to submit for review the original or certified copy of all, or some of the submitted evidence.

□ If the bidder has submitted a statement under Article 77, paragraph 4 hereof, the contractor is, before the decision on contract award, obliged to require, from the bidders whose bids have been evaluated as the most favorable, to provide a copy of the required evidence of fulfillment of conditions, and may request the insight into the original or a certified copy of any or all evidence. The Purchaser may request evidence from other bidders as well. The Purchaser is not obliged to ask the Bidder for the provision of all or some of the evidence if the bidder possesses appropriate evidence from other public procurement procedures with this purchaser, as well in the case of negotiating procedure referred to in Article 36, paragraph 1, item. 2) and 3) PPL which estimated value is less than the amount referred to in Article 39, paragraph 1 of PPL (5,000,000.00 dinars without VAT)

□ If a bidder, in the given reasonable period, which cannot be shorter than five (5) days, does not submit the evidence referred to in paragraph 1 and 2, the purchaser shall reject its bid as unacceptable.

FOREIGN BIDDERS

- If, in the country in which the Bidder has its seat, they don't issue the requested evidence, the Bidder may, instead of evidence, submit its written statement, given under criminal and material liability, before a judicial or administrative authority, public notary or other competent authority of that State.
- If the Bidder has its seat in another country, the Purchaser may verify that the documents, which prove that the Bidder has fulfilled the required conditions, are issued by the competent authorities of that State.

CHANGES

- The Bidder is obliged to, without delay, notify the Purchaser on any change regarding fulfillment of conditions from the public procurement procedure, which occurs until the reach of decision, i.e. conclusion of the contract, i.e. during validity of the public procurement contract and document it in prescribed manner.

Members and deputies of the Commission:



**Electric Power Industry of Serbia -
EPS**



**Corporate Enterprise Thermal Power
Plants Nikola Tesla, Obrenovac**

TENDER DOCUMENTS

6. STATEMENT FORM ON FULFILLMENT OF CONDITIONS FROM THE ARTICLE 75. PPL IN THE PUBLIC PROCUREMENT PROCEDURE

Obrenovac, September 2016

6. STATEMENT FORM ON FULFILLMENT OF CONDITIONS FROM THE ARTICLE 75. PPL

Bidder's statement on fulfillment of conditions from the article 75. PPL in the public procurement procedure

Pursuant to the article 77. paragraph 4. PPL, under full material and criminal liability, as Bidder's representative, I give the following

STATEMENT

Bidder_____ in the public procurement procedure of: Spare parts for valves made by manufacturer Masoneilan no. **3000/0060/2016 (448/2016)** fulfills all conditions from the article 75. of PPL, i.e. conditions specified in tender documents for the subject public procurement, which are:

- 1) Bidder is registered with the competent authority, i.e. entered in the appropriate register;
- 2) Bidder and its legal representative have not been convicted of any of the criminal offenses as members of an organized criminal group, that they have not been convicted of crimes against the economy, crimes against the environment, the crime of receiving or giving bribes, the crime of fraud;
- 3) Bidder respected the obligations arising from applicable regulations on occupational safety, employment and working conditions, environment protection, and has no ban on performing the activity which is in force at the time of submission of bids.;
- 4) Bidder has settled all due taxes, contributions and other public duties in accordance with the regulations of the Republic of Serbia (*or foreign state if it is registered in its territory*);

Place: _____
Date: _____

Seal.

Bidder:



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7. TENDER DOCUMENTS

BID PRICE STRUCTURE FORM, WITH INSTRUCTION HOW TO FILL IT

Obrenovac, September 2016

7. FORM OF THE STRUCTURE OF BID PRICE, WITH INSTRUCTION HOW TO FILL IT

For the bid no. _____ dated _____ 2016

Table 1

No.	Type of service	Unit of measure	Scope (Quantity)	TOTAL PRICE without VAT EUR	TOTAL PRICE without VAT RSD
1	2	3	4	5	6
2	Upper seat of valve RM40S2	Pcs	2		
3	Lower seat of valve RM40S2	Pcs	2		
4	Valve cap RL12, 13S1, pos. 07	Pcs	2		
5	Valve seat RL12, 13S1, pos. 04	Pcs	2		
6	Valve seal RL12, 13S1, pos. 10	Pcs	3		
7	Valve seal RL12, 13S1, pos. 12	Pcs	1		
8	Valve cap RL22,32S1 pos. 07	Pcs	2		
9	Valve seat RL22,32S1 pos. 12	pcs	4		

Table 2

I	TOTAL OFFERED PRICE without VAT eur	
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Separately shown costs in RSD / EUR / percentages included in total offered price excluding VAT (price in row no. I), if they exist as separate costs)	Customs costs	_____ RSD, i.e. _____%
	Transport costs	_____ RSD, i.e. _____%
	Other costs (list)	_____ RSD, i.e. _____%

Note:

- If a group of bidders submits a joint bid, this form is signed and certified by the main contractor.
- If a bidder submits a bid with a subcontractor this form is signed and certified by a seal by the Bidder.

Instruction for filling price structure form:

Bidder should fill in price structure form Table 1 in a following way:

- in column 5. enter how much is the unit price without VAT for performed service,
- in column 6. enter how much is the total price without VAT by multiplying unit price without VAT (column no.5) with requested scope-quantity (column no.4)
- in row I. enter how much is the total offered price for all positions without VAT (sum of column no.5)
- in the row II – total amount VAT.

- in Table 2 are entered separately shown costs in RSD / EUR included in total offered price excluding VAT (no. I in Table 1) if they exist as separate costs, / as well as percentula share of these costs in the total offered price without VAT (row no. I in table 1)

- in the space provided for the place and date, enter the date and place of filling the price structure form.

- in the space provided for the seal and signature, the bidder certifies and signs the price structure form.

* In accordance with Art. 12 par. 2 of the Rulebook on mandatory elements of tender documentation in the public procurement procedures, and the manner of proving the fulfillment of conditions, price structure form shall be considered filled in, if the basic elements of offered price are contained in the bid form. In this case the Contractor wouldn't have the obligation to prepare a special price structure form.



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TENDER DOCUMENTS

8. FORM OF COSTS FOR PREPARATION OF THE BID

Obrenovac, September 2016

8. FORM OF COSTS FOR PREPARATION OF THE BID

In this form, the Bidder may express the costs of preparation of the bid, consisting of the costs for making a sample or a model, if they are made in accordance with the technical specification of the Purchaser, and costs of obtaining security instruments.

	Type of costs	Amount of costs
1.		
2.		
3.		
4.		
5.		
6.		

If the public procurement procedure is canceled due to reasons assigned to the Purchaser, the Purchaser is obliged, pursuant to Article 88 Paragraph 3 of PPL, to reimburse Bidder's costs of making a sample or a model, if they are made in accordance with the technical specification of the Purchaser, and costs of obtaining security instruments, provided that the Bidder sought reimbursement of these costs in its offer.

Date
Seal.

Bidder



**Electric Power Industry of Serbia -
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**Corporate Enterprise Thermal Power
Plants Nikola Tesla, Obrenovac**

Tender documents

9. STATEMENT FORM OF INDEPENDENT BID

Obrenovac, September 2016

9. STATEMENT FORM OF INDEPENDENT BID

Pursuant to Article 26. Law on Public Procurement

(state the name and address of the Bidder)

gives the following statement:

STATEMENT

Under the full material and criminal responsibility I **CONFIRM** that I submitted the Bid independently: Procurement of goods: Spare parts for valves made by manufacturer Masoneilan no. 3000/0060/2016 (448/2016), without agreement with the other bidders or interested parties.

Date

Bidder

seal

Note: in case of reasonable doubt of veracity of the statement about independent bid, the Purchaser shall immediately inform the organization responsible for competition protection. Organization responsible for competition protection may impose to the Bidder or interested party a prohibition for participation in the process of public procurement if it determines that the Bidder or interested party violates competition in the public procurement process in terms of the law governing the protection of competition. Prohibition measure for participation in the procurement process may last up to two years. Violation of competition represents a negative reference, in terms of Article 82, paragraph 1, item 2 of the Law.



**Electric Power Industry of Serbia -
EPS**



**Corporate Enterprise Thermal
Power Plants Nikola Tesla, Obrenovac**

Tender documents

10. STATEMENT FORM OF BIDDER'S OBLIGATIONS PURSUANT TO ART. 75. PAR 2. OF PPL

Obrenovac, September 2016

**10. STATEMENT FORM OF BIDDER'S OBLIGATIONS PURSUANT
TO ART.75 PAR 2 OF PPL**

Pursuant to article 75. paragraph 2. of the Law on Public Procurement

(state the name and address of the bidder)

gives the following statement:

STATEMENT

When making the bid in the public procurement procedure: Procurement of goods: **Spare parts for valves made by manufacturer Masoneilan no. 3000/0060/2016 (448/2016) I complied with the obligations arising from the applicable regulations on occupational safety, employment and working conditions, environmental protection and I do not have a ban on performing the activity which is in force at the time of submission of bids.**

Date

Bidder

seal



**Electric Power Industry of Serbia -
EPS**



**Corporate Enterprise Thermal
Power Plants Nikola Tesla, Obrenovac**

Tender documents

11. MODEL OF CONTRACT

11. MODEL OF CONTRACT

Tender documentation and model of contract in accordance with:	Confirmed by	
	Name and surname	Signature
LEGAL REGULATIONS		
FINANCIAL REGULATIONS		

Contract on public procurement shall be concluded in accordance with the given Model of contract and elements of the most favorable bi. Bidder will sign the Model of contract, certify it and submit it in the bid.

11. MODEL OF CONTRACT

Contracting parties: SERVICE USER

Public Enterprise „Electric Power Industry of Serbia“ Belgrade, St. Carice Milice no.2, branch TENT, Belgrade - Obrenovac, Bogoljuba Uroševića Crnog 44, identification number 20053658, tax number 103920327, account 160-700-13 Banka Intesa a.d. Belgrade, in the name and for the account of EPS , acc.to authorization of acting director of PE EPS no. 12.01.72300/3-16 dated 01.03.2016 represented by financial director of TENT Milorad Lazic . B.Sc.in economy (hereinafter: Purchaser), on one hand

and
2. _____ from _____ St. _____ no. _____ identification
no. _____ PIB: _____ account _____
bank _____ represented by _____ (as a Leader in the name
and for the account of a group of bidders):

2a). _____ from _____ St. _____ no. _____ identificatio
n no. _____ PIB: _____ account _____
bank _____ represented by _____ (member of a group of
bidders or subcontractor):

2b). _____ from _____ St. _____ no. _____ identificatio
n no. _____ PIB: _____ account _____
bank _____ represented by _____ (member of a group of
bidders or subcontractor):

Concluded in Obrenovac, on _____:

SALES OF GOODS CONTRACT: Spare parts from the valves manufacturer Masoneilan

Contractual parties conclude:

- That the Purchaser, in accordance with article 32 of PPL („Off. gazette RS“, no.124/2012,14/2015 and 68/2015) (here in after Law) has conducted negotiation procedure without publishing invitation for submission of bids acc.to art. 36, par.1, item 2 for public procurement no **3000/0060/2016 (448/2016)**- Spare parts for valves made by manufacturer Masoneilan, and that the Invitation for submission of bids in relation to the public procurement was published on Public Procurement Portal on_____, as well as on the website of the Purchaser and the portal of Official Gazettes and base of regulations.
- that the Bidder's Bid filled with the Purchaser under no._____ dated _____ fully meets the requirements of the Purchaser listed in invitation for submission of bids and Tender documents,
- that the Purchaser, based on its Decision on awarding the contract no._____dated _____, has chosen the Seller's bid.

SUBJECT OF CONTRACT

Article 1.

In this contract, the Seller is obliged to deliver to the Purchaser the goods listed in par.1 of this article, within specified deadline, on parity on location _____ in accordance with the Seller's bid no. _____ of _____, Price structure Form, Tender documentation for subject PP and Technical documentation, as Attachment 1, Attachment 2, Attachment 3, Attachment 4 which are an integral part of this contract.

Article 2.

This contract and its attachments are made in _____ language.
Laws of the Republic of Serbia apply to this contract. In the case of dispute, the law of the Republic of Serbia shall be applied.

CONTRACTED VALUE

Article 3.

Total value of goods from art 1 of this contract amounts to _____(in letters) EUR.

The official exchange rate of euro on the date of bids opening, exchange rate list of NBS no._____amounts to _____ RSD.

Contracted price implies parity: DAP Purchaser TENT B, INCOTERMS 2010

Offered price is fixed in EUR for the whole contractual period and is not subject to any change.

ISSUANCE OF INVOICES AND PAYMENT

Article 4.

Payment of delivered goods that are the subject of this public procurement, part of technical specification of the subject of PP, item 12 TD, Purchaser will make on Bidder's account as follows:

- successively after each delivery, with signing the Minutes on qualitative and quantitative acceptance of goods by the authorized representatives of the Purchaser and the Seller, without objections, within the legal deadline of 45 days from receipt of a correct invoice on the Purchaser's archives.

Account must be addressed to: Public Enterprise "Electric Power Industry of Serbia" Belgrade, Carice Milice 2, Branch TENT, Bogoljuba Uroševića Crnog 44, 11500 Obrenovac, PIB (103920327), and be delivered to the User's address: Public Enterprise "Electric Power Industry of Serbia" Belgrade, Branch TENT, Bogoljuba Uroševića Crnog 44, 11500 Obrenovac, with mandatory attachments- Record on qualitative and quantitative acceptance, with clearly written name and surname and signature of an authorized person of the Purchaser. The Seller is obliged to list the contract based on which the invoice is issued (no. and date) on invoice/invoices.

In the invoice and dispatch note, the selected bidder is obliged to list the no. of Contract and comply with clearly defined titles of goods in the tender documents and accepted bid (from the price structure form). Invoices that do not match these exact names, will be considered incorrect. If, due to the use of different codebooks and software solutions it cannot be possible to state the exact name of the above, in the invoice itself, the Seller is obliged to submit attachment with the invoice, with comparative overview of the title from the invoice with the required names from the tender documentation and accepted bid.

In case of application of price corrections, the Seller shall issue an invoice on the basis of unit prices, and for the value of price correction, it will show on the invoice as a correction of invoice a debit note / approval, or a debit note / approval will be sent along with the invoice for the correction of price.

Payment deadline begins from the date of receipt of a correct invoice with the required accompanying documentation.

Payment of goods which are the subject of this public procurement, the Purchaser shall make on the account of the bidder, successively, after each individual delivery and signing of the Minutes on qualitative quantitative acceptance of goods by the authorized representatives of the Purchaser and the Seller - without any objections, within 45 days from the receipt of the correct account.

The calculation of the price correction is not included in the value of Article 3 of this Contract.

DEADLINE AND PLACE OF EXECUTION

Article 5.

During the validity of the Contract, the Seller is obliged to successively carry out every single delivery of subject goods, no later than 4 months from the date of entry into force of the Contract.

Announcement of delivery to be made by e-mail: srdjan.jankovic@eps.rs minimum 7 days from the date of the planned shipment.

Place of delivery: PE EPS-branch TENT location TENT-B St. Bogoljuba Uroševića Crnog no. 44, 11500 Obrenovac.

The passing of ownership and risk of the delivered goods, which are delivered under this Contract, from the Seller to the Purchaser, shall pass on the day of delivery. The delivery date is the date of receipt of goods in the warehouse of PE EPS, at the address: PE EPS-branch TENT location TENT-B St. Bogoljuba Uroševića Crnog br. 44, 11500 Obrenovac.

The Seller shall, within the established dynamics, organize shipping, transport and delivery of goods so that the receipt of goods in the warehouse of PE EPS is done in the period from 08:00 to 14:00 hours, all in accordance with the instructions and requirements of the Purchaser.

Possible damage occurred during the transport of goods to the place of delivery, is borne by the Seller.

In the event that the Seller fails to deliver the goods within the agreed deadline/es, the Purchaser is entitled to collect liquidated damages and performance bank guarantees in its entirety, including the right to terminate the Contract.

QUALITATIVE AND QUANTITATIVE ACCEPTANCE

Article 6.

Quantitative acceptance

The Seller shall notify the Purchaser in writing of the exact date of delivery at least 7 working days before the scheduled date of delivery.

The notification from the previous paragraph shall contain the following information: the number of the Contract, according to which delivery is made, the date of dispatch, name and registration number of the vehicle which transports, quantity, value of shipment and the expected time of arrival of delivery to the place of storage PE EPS, to which it is supplied.

The Purchaser shall, in accordance with the notification of the Seller, organize timely taking over of goods, in the period of 08.00 a.m. to 14.00 p.m.

Receipt of the subject of the contract will be concluded with the signing of the Record on quantitative acceptance - without objections and / or dispatch note and checking:

- whether the contractual quantity is delivered
- whether the goods are delivered in the original packaging
- whether the goods are without any visible damage
- whether the goods are accompanied with full documentation specified in the tender documents.

In case of deviation from the agreed, the Seller is obliged to remove all deficiencies until the end of the agreed period of delivery, and until these deficiencies are not corrected, it will be considered that the delivery is not executed.

Article 7.

Qualitative acceptance

The Purchaser is obliged to determine the quality of supplied goods, upon quantitative acceptance of delivery/goods, without delay, as soon as it is possible, regarding the circumstances, and no later than 8 (eight) days.

The Purchaser may postpone the determination of the quality of the delivered goods until the Seller delivers documents that are necessary for this purpose, but it is obliged to warn Seller that those documents must be delivered as soon as possible.

If it is determined that the quality of supplied goods does not correspond to the contract, the purchaser is obliged to send a written complaint to the Seller, regarding the quality, without delay, and not later than three (3) days from the date when it has determined that the quality of supplied goods does not correspond to the contracted one.

When, after the completion of qualitative acceptance, it is shown that delivered goods have a hidden defect, the Purchaser is obliged to make a complaint to the Seller regarding the quality, without delay, as soon as the deficiency is determined.

The seller is obliged to, within 7 (seven) days from the receipt of the complaint referred to in paragraph 3 and paragraph 4 of this Article, notify in writing the Purchaser on the outcome of the complaint.

The Purchaser, who has timely and in a reliable way made a complaint concerning identified deficiencies in the quality of goods, to the Seller, has the right to, within the deadline in the complaint, ask from the Seller:

- to eliminate the defects at its own expense, if the defects are amendable, or
- to deliver new quantities of goods, without defects, at its own expense, and take over delivered goods with defects, at its own expense, or
- to refuse to accept goods with defects.

In each of these cases, the Purchaser has the right to compensation of damage. In addition, regardless of this, the Seller shall answer to the Purchaser also for the damage that it has, due to defects on the goods delivered, suffered on its other goods, according to the general rules of liability for damage.

The seller is also liable for any defects or damage to the goods, which occurred after taking over of goods by the Purchaser, whose cause existed before taking over of goods (hidden defects).

The seller is obliged to inform the Purchaser in writing of the date of the acceptance testing / qualitative acceptance, at least 5 business days before the scheduled time of testing / acceptance, and to submit a proposal of acceptance testing / qualitative acceptance Plan.

The Purchaser will form a Professional working team up to three (3) members who will perform acceptance testing / qualitative acceptance, in accordance with applicable standards for the subject of contract, in the premises of the Seller / manufacturer or elsewhere eg. an accredited laboratory.

If the acceptance of subject goods is not successfully executed, the Seller is obliged to promptly rectify any possible deficiencies and remarks determined by the Professional working team, but until these deficiencies are corrected, it shall be deemed that the delivery is not executed within the deadline.

After successful acceptance testing / qualitative acceptance (after elimination of possible remarks), the Professional working team of the Purchaser and a representative of the Seller, shall draw up and sign a Record of acceptance testing / qualitative acceptance.

The costs of the process of acceptance testing / qualitative acceptance, as well as the costs of transport, accommodation and food of Professional working team, shall be borne by the Seller.

WARRANTY PERIOD

Article 8

The warranty period for goods referred to in Article 1, is _____ months from the date of delivery and the signing of the Minutes on qualitative and quantitative acceptance of goods.

The Purchaser has the right to complain during the warranty period, by a written complaint it shall send to the Seller regarding the quality, at the latest within three days from discovering the defect.

The Seller shall, within the warranty period, at its own cost, eliminate any possible defects on delivered goods, under the conditions specified in the technical guarantee and legislation of RS.

In the case of confirmation of the facts, set out in the reclamation act of the Purchaser, the Seller will deliver the good in exchange for the defected goods, at their own expense, no later than fifteen (15) days from the date of return of the defected goods by the Purchaser.

The warranty period shall be extended for the time, for which the goods, because of defects, haven't been used in the warranty period in the manner for which they were bought, and the time spent on the elimination of deficiencies on the goods within the warranty period. The exchange goods shall have a new warranty period and it shall amount to _____ months from the date of replacement.

All costs that are caused to the Purchaser, and are related to the elimination of defects on the goods which were delivered, in accordance with this Contract, within the warranty period, shall be borne by the Seller.

MEANS OF FINANCIAL SECURITY

Article 10.

Means of performance financial security

Performance bank guarantee

At the time of the conclusion of the Contract, the Seller shall, at the latest in a period of 10 (ten) days from the date of mutual signing of the Contract by legal representatives of the parties, but prior to delivery, as a suspensive condition referred to in Article 74, Paragraph 2 of the Law on Obligations ("Official.Gazette SFRY "no. 29/78, 39/85, 45/89 - decision and USJ 57/89," Official Gazette of SRY "no. 31/93 and" Off. Gazette of SCG "no. 1/2003 - Constitutional Charter), as a means of financial security for good performance, submit to the Purchaser a performance bank guarantee.

The seller is obliged to submit to the Purchaser an irrevocable, unconditional (without the right to object), and payable at the first written call, a performance bank guarantee in the amount of 10% of contract value excluding VAT.

The bank guarantee shall last at least 30 (in words: thirty) calendar days longer than the deadline for the final execution of service.

If, during the duration of contract, change deadlines for the execution of contractual obligations, validity of performance bank guarantee must be extended. Submitted bank guarantee mustn't contain additional conditions for payment, shorter deadlines, a smaller amount or altered territorial jurisdiction for resolving disputes.

Purchaser will collect the given performance bank guarantee in the event that the Seller does not perform its contractual obligations within the deadlines and in the manner prescribed by the contract.

In the event that the business seat of the guarantor bank is in the Republic of Serbia, in the event of a dispute under this guaranty, jurisdiction of the Court in Belgrade shall be determined and the application of substantive law of the Republic of Serbia.

In the event that the business seat of the guarantor banks is outside the Republic of Serbia, in the event of a dispute under this guaranty, jurisdiction of the Foreign Trade Court of Arbitration with Chamber of Commerce of Serbia, with implementation of the Rulebook of the Chamber of Commerce of Serbia, and procedural and substantive law of the Republic of Serbia, shall be determined.

In the event that the Seller submits a bank guarantee by a foreign bank, the Seller may submit a guarantee by the bank only if the bank is assigned with credit rating corresponding to at least credit quality level 3 (investment rank).

Article 11.

Submission of means of financial security from Article 10 constitutes a suspensive condition, so that the legal effect of this contract is not formed until the suspensive condition is not fulfilled.

If the means of financial security is not submitted within the specified deadline, it shall be deemed that the Seller has refused to conclude the contract, unless within the specified time period it has completely fulfilled its contractual obligation.

Article 12.

Bank guarantee for removal of deficiencies within the warranty

Bank guarantee for removal of defects within the warranty

The seller is obliged to hand over to the Purchaser a bank guarantee for removal of defects within the warranty period which is irrevocable, unconditional, without the right to objection and payable at first call, issued in the amount of 5% of the total contract price (excluding VAT) with a validity of 30 days longer than the warranty period.

The bank guarantee for removal of defects within the warranty period, shall be submitted at the time of handover / delivery of the contract. If the seller does not submit a bank guarantee for removal of defects within the warranty period, the Purchaser is entitled to collect the performance bank guarantee.

Submitted bank guarantee cannot contain additional conditions for payment, a shorter deadline and a smaller amount.

The Purchaser is authorized to collect the bank guarantee for removal of defects within the warranty period in the event that the Seller fails to fulfill its contractual obligations in respect of the guarantee period.

In the case of successive delivery of the subject goods, the Seller is required to extend the validity period of the means of financial security for removal of defects within the warranty period, in accordance with the dynamics of delivery and not later than 10 days before the expiry of the previous one, so as to ensure the warranty period for all goods delivered, that are the subject of procurement.

The Seller may submit a bank guarantee only if the bank's credit rating assigned, corresponds to at least the level of credit quality 3 (investment grade). In this case the seller is obliged to deliver to the Purchaser a counter guarantee by a domestic bank.

CONTRACTUAL PENALTY FOR DELAY IN DELIVERY

Article 13.

If the Seller fails to fulfill its obligations or fails to deliver the goods within the agreed period and the agreed schedule, for reasons for which it is responsible, and thus ignore the orderly execution of this Contract, it is obliged to pay contractual penalty, calculated on the value of goods that were not delivered.

The contractual penalty is calculated from the first day from the expiry of the agreed period of delivery specified in Article 5 of the Contract, and amounts to 0.5% of the contracted value of the undelivered goods per day, and up to maximum 10% of the total contracted value of goods, excluding value added tax.

Payment of contractual penalty, referred to in paragraph 1 of this Article, is due within 45 (forty five) days from the day the Seller received the invoice by the Purchaser, issued on this basis.

In case of delay with the delivery longer than twenty (20) days, the Purchaser has the right to unilaterally terminate this Contract and demand compensation of damages and lost profits from the Seller.

FORCE MAJEURE

Article 14

The force majeure is a case that releases from liability for the performance of all or certain contractual obligations and from compensation of damage for partial or complete non-fulfillment of contractual obligations, the Contracting Party which has a case of force majeure, or both parties when they have both experienced a case of force majeure, and the execution of obligations which is prevented due to force majeure, it is delayed during the period of it.

A Contracting Party which cannot perform its contractual obligations due to force majeure, is obliged to immediately, without delay and not later than 48 (forty eight) hours from the time of occurrence of a force majeure, send a written notice to the other Party informing it of the occurrence of the force majeure and its estimated or expected duration, with the submission of evidence of the existence of force majeure.

During force majeure, each Party shall bear its own costs and no costs, or loss of one and / or both Contracting Parties, occurred during the force majeure, or in relation to force majeure, it does not constitute a damage which is obliged to be reimbursed by the other Contracting party, not during the force majeure, nor after it.

If the force majeure lasts longer than thirty (30) calendar days, the Parties shall agree on further actions in carrying out the provisions of this Contract – delay of fulfillment, and will conclude an annex to this Agreement, or will agree on the termination of this

Contract, provided that, in case of termination of Contract on this ground - not one of the Contracting parties is not entitled to compensation for any damages.

CONTRACT TERMINATION

Article 15.

If the Seller fails to comply with this Contract, or if it fails to fulfill its obligations with quality and within deadline, or, despite a written notice of the Purchaser, they breach the provisions of this contract, the Purchaser has the right to state non-compliance of the provisions of the Contract and send a written warning to the Seller.

If the Seller fails to take measures for the execution of this Contract, which are required of him, within eight (8) days after receipt of written warning, the Purchaser may, within the next five (5) days, to unilaterally terminate this Contract by the rules of the termination of Contract due to non-fulfillment.

In the event of termination of this Contract, in terms of this Article, the Parties shall settle their liabilities incurred up to the date of termination.

If the termination occurred due to the fault of one Contracting Party, the other party is entitled to contractual penalties and lost profits, under the general rules of law on obligations.

Article 16.

The invalidity of any provisions of this Contract shall not affect the validity of other provisions of the Contract, if it does not substantially affect the implementation of this Contract.

Article 17.

The Seller is obliged to maintain confidentiality of all data and information contained in the documents, reports, technical data and notifications, and use them only in connection with the implementation of this Contract.

The information, data and documentation submitted by the Purchaser to the Seller, in the execution of the subject of this Contract, the Seller cannot make available to third parties without the prior written consent of the Purchaser, except in cases provided by the relevant regulations.

Article 18.

If, during validity of the obligations under this Contract, it comes to status changes with the Parties, rights and obligations will be transferred to the appropriate legal successor.

After the conclusion and entry into force of this Contract, the Purchaser may allow, and the Seller is obliged to accept the change of the Parties, due to status changes with the Purchaser, in accordance with the Contract on status change.

Article 19.

The Seller must, without delay, and not later than five (5) days from the date of occurrence of the change in any of the data relating to the fulfillment of conditions from the public procurement procedure, inform the Purchaser of this change, in writing, and document it in a proper way.

The parties are obliged to inform each other, without delay, on any changes that may affect the implementation of this Contract.

CONTRACT VALIDITY

Article 20.

The contract is considered concluded after signing by the legal representatives of the Contracting Parties and shall enter into force when the Seller meets the suspensive condition and submits means of financial security within the agreed period.

The contract is considered completed with fulfillment of the obligations of the Contracting Parties.

If the contract is not executed, terminated or ceased to be valid in another way pursuant to the provisions of this Contract or the law, the Contract shall cease to be valid with the expiration of 36 months from the date of conclusion of the contract, which does not affect the provisions of the warranty and the obligations from the warranty period .

If the contract is not terminated or ceased to be valid in another way pursuant to the provisions of this Contract or the law, the Contract shall cease to be valid with payment of the total contract value of this contract, which does not affect the provisions of the warranty and the obligations from the warranty period

CHANGES DURING DURATION OF CONTRACT

Article 21.

The parties agree that any amendments to this Contract shall be made in writing - with making of the annex in accordance with the regulations on public procurement.

The Purchaser can, after the conclusion of the Contract, increase the scope of the subject of Contract, provided that the value of contract may increase to a maximum of 5% of the total value of the Contract from Article 3.

The Purchaser may allow price change or other important elements of the Contract, out of objective reasons, such as: force majeure, amendments of the existing legislation, measures of state organs, the circumstances that hinder the fulfillment of the obligations of one Contracting Party, or hinder achieving of the purpose of this Contract.

After the conclusion of the procurement Contract, the Purchaser may allow the price change or other important elements of the Contract, out of objective reasons which must be clearly and specifically defined in the tender documents, a public procurement contract, i.e. stipulated by special regulations. Change , i.e. harmonization of prices in accordance with the provisions of this Contract, does not constitute a change of the Contract.

In the event of change of this Contract, the Purchaser will make a decision on amending the Contract, which contains information in accordance with Annex 3L of the law, and within three days of the adoption, publish it on the Public Procurement Portal and submit a report to the Public Procurement Office and the State Audit Institution.

FINAL PROVISIONS

Article 22.

The relations of the Parties, which are not regulated by this Contract, the appropriate provisions of the Law on obligations and other laws, regulations, standards and

technical norms of the Republic of Serbia shall be applied - applicable with respect to the subject matter of this Contract.

Article 23.

All disputes arising out of this Contract , the contracting parties shall resolve amicably, and if they fail to do so, Contracting Parties agree that any dispute arising out of this Contract shall be finally resolved by the competent court in Belgrade for domestic bidders / (International Arbitration of Serbian chamber of Commerce, with the implementation of its Regulations for foreign bidders.

In case of dispute, substantive and procedural law of the Republic of Serbia shall be applied, and the proceedings are conducted in Serbian.

Article 24.

This Contract shall enter into force when the following conditions are met:

- When the Contract is signed by the authorized persons of the Contracting Parties
- When the Seller delivers the means of performance financial security.

For all that is not regulated by this Contract, the provisions of the Law on Obligations and other applicable regulations governing this matter, shall be applied.

Integral parts of the contract are:

- Attachment no.1 bid
- Attachment no.2 price structure form
- Attachment no.5 tender documentation (on the Public Procurement Portal, code_____)
- Attachment no.4 Technical documentation
- Attachment no.5 Agreement on joint participation

The contracting parties state that they have read, understood the Contract, and that contract provisions represent their actual will.

Article 25.

This contract is made in 6 (six) identical copies of which two (2) copies are for the seller, and four (4) for the Purchaser..

SELLER

PURCHASER

**Public Enterprise „Electric Power
Industry of Serbia“ Belgrade,**

**Financial director of TENT,
Milorad Lazic, B.Sc.in economy**

Seal

Name, Surname and function

Note: The final text of the contract will be made in accordance with the content of the selected bid (eg. optional clauses of the model of contract related to parity, price, taxes, etc.)



**Electric Power Industry of Serbia -
EPS**



**Corporate Enterprise Thermal
Power Plants Nikola Tesla, Obrenovac**

Tender documents

12. TECHNICAL SPECIFICATION AND TECHNICAL DOCUMENTATION

12. TECHNICAL SPECIFICATION AND TECHNICAL DOCUMENTATION

SPARE PARTS FOR VALVES MADE BY MANUFACTURER MASONEILAN:

1. **RM40S2**-valve is a two seater with pneumatic drive (air shuts the valve) for regulation of the level in condenser of the following characteristics:

DN 12", Pr36 bar, Pmax 53,6 bar, Tr30,8 0 C Tmax100⁰ C, with ends prepared for welding Φ323,9x12,5 and pipeline material St45.

Резервни делови за вентил **RM40S2**:

No.	Identification	Valve function	Position (type)	Description	pcs
1.	RM40S2	Регулациони вентил	/ (38.10132/7400-77,12" x 12")	Седиште горње	2
2.	RM40S2	Регулациони вентил	/ (38.10132/7400-77,12" x 12")	Седиште доње	2

Note

1. Technical documentation of the valve RM40S2 see in Annexes no.1,2,3 and 4
2. In Annex No. 4 is a drawing of valve that requires spare parts, so it is necessary to offer identical spare parts as on required positions or equivalent.
3. Be sure to put in the bid attachment the valve manufacturer's catalog with drawings of valves whose spare parts are required.
4. Warranty: one year from the date of delivery of spare parts
5. Delivery time: 4 months from the time of contract award.

Spare parts for valves made by MASONEILAN (RM40S2):

No.	Identification	System	Position/Type	Description	Pieces
1.	RM40S2	Control valve	/(38.10132/7400-77, 12" x 12")	Seat upper	2
2.	RM40S2	Control valve	/(38.10132/7400-77, 12" x 12")	Seat lower	2

Remark

1. Technical documentation valve RM40S2 seen in Appendix 1,2,3 and 4

2. RL12S1, RL13S1- valves with pneumatic drive (air shuts the valve) minimal flow of electric feed water pump (CCM Sulzer) of the following characteristics:

DN 100, Pr372 bar, Pmax446 bar, Tr185 °C Tmax200 °C, with ends prepared for welding Φ133x14,2 and pipeline material 15NiCuMoNb.

Data from the existing valve plate **RL12,13S1:**

Masoneilan 14-CONDE-sur-NOIREAU-FRANCE

SIZE: **4"x3"** MODEL: **37 – 78005X**

ACTION: AIR TO **CLOSE**

BENCH RANGE: **3 – 11 psi** SUPPLY: **65 psi**

BODY MAT'L: **17MNM0V6 – 4DIN WB 35**

TRIM MAT'L: **AISI 440C 17 – 4PH**

RATING: **BUTT WELDING**

SERIAL NO: **05 – 801601 – 2**

Spare parts for the valve **RL12,13S1:**

No.	Identification	Valve function	Position (type)	Description	pcs
3.	RL12,13S1	Control valve	07 (37-78005X/77-40m 4"x 3")	Shutter	2
4.	RL12,13S1	Control valve	04 (37-78005X/77-40m 4"x 3")	Seal	2
5.	RL12,13S1	Control valve	10 (37-78005X/77-40m 4"x 3")	Seal	2
6.	RL12,13S1	Control valve	12 (37-78005X/ 77-40m 4"x 3")	Seal	3

Note

6. Technical documentation of the valve RL12,13S1 see in Annexes no.5 and 6.
7. In Annex No. 5 is an assembly drawing of valve that requires spare parts, so it is necessary to offer identical spare parts as required on positions or equivalent.
8. Be sure to put in the bid attachment the valve manufacturer's catalog with drawings of valves whose spare parts are required.
9. Warranty: one year from the date of delivery of spare parts
10. Delivery time: 4 months from the time of contract award.

Spare parts for valves made by MASONEILAN (RL12,13S1):

No.	Identification	System	Position(Type)	Description	Pieces
3.	RL12,13S1	Regel ventil	07 (37-78005X/ 77-40m 4"x 3")	Plug-Clapet	2

4.	RL12,13S1	Regel ventil	04 (37-78005X/77-40m 4"x 3")	Seat-Siege	2
5.	RL12,13S1	Regel ventil	10 (37-78005X/77-40m 4"x 3")	Tec ring gasket-Jonit" tec ring"	2
6.	RL12,13S1	Regel ventil	12 (37-78005X/77-40m 4"x 3")	O-ring-Joint torique	3

Remark

2. Technical documentation valve RL12,13S1 seen in Appendix 5 and 6.

3. RL22S1, RL32S1-valves with pneumatic drive (air shuts the valve) minimal flow of electric feed water pump (CCM Sulzer) of the following characteristics:

DN 50, Pr308 bar, Pmax331 bar, Tr185 °C Tmax200 °C, with ends prepared for welding Φ76,1x8 and pipeline material 15NiCuMoNb.

Data from the existing valve plate **RL22,23S1:**

Masoneilan 14-CONDE-sur-NOIREAU-FRANCE

SIZE: **2"** MODEL: **37 – 78003**

ACTION: AIR TO **CLOSE**

BENCH RANGE: **6 – 16 psi** SUPPLY: **45 psi**

BODY MAT'L: **17MNMV6 – 4DIN**

TRIM MAT'L: **AISI 440C 17 – 4PH**

RATING: **BUTT WELDING Cv**

SERIAL NO: **05 – 801701 – 1**

Spare parts for the valve **RL22,32S1:**

No.	Identification	Valve function	Position (type)	Description	pcs
7.	RL22,32S1	Control valve	07(37-78003/77-40m, 2"x 2")	Shutter	1
8.	RL22,32S1	Control valve	04(37-78003/77-40m, 2"x 2")	Seat	2
9.	RL22,32S1	Control valve	12(37-78003/77-40m, 2"x 2")	Seal	4

Note

11. Technical documentation of the valve RL22,32S1 see in Annexes no.7 and 8

12. Y In Annex No. 7 is an assembly drawing of valve that requires spare parts, so it is necessary to offer identical spare parts as required on positions or equivalent.

13. Be sure to put in the bid attachment the valve manufacturer's catalog with drawings of valves whose spare parts are required.
14. Warranty: one year from the date of delivery of spare parts
15. Delivery time: 4 months from the time of contract award.

Spare parts for valves made by MASONEILAN (RL22,32S1):

No.	Identification	System	Position (Type)	Description	Pieces
7.	RL22,32S1	Regel ventil	07(37-78003/77-40m, 2"x 2")	Plug-Clapet	1
8.	RL22,32S1	Regel ventil	04(37-78003/77-40m, 2"x 2")	Seat-Siege	2
9.	RL22,32S1	Regel ventil	12(37-78003/77-40m, 2"x 2")	O-ring-Joint torique	4

Remark

3. Technical documentation valve RL22,32S1 seen in Appendix 7 and 8.

PRILOG: 1

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PRiLOG: 2

		CHART 1: CONCEPTION DE LA PUMPE - 1/10	CHART 2: 1/10
		A = 100 CM ALIMENTATION 100 CM 1/10	1000/10
Rapport	Nombre	Ensemble	Plan N° 1000-1000/10
		CONCEPTION PRINCIPALE: Régulation / Alarme	At: 1000 - 1000/10
		SERVICE -	1000 - 1000/10
		Vanne principale: (Pompe RM 40.52) (Marche à 600 Hz)	
		Débit d'eau maximal	l/h 1614
		Température	°C 34,5
		Pression avant à ce débit	bar abs. 33,5
		Pression avant à ce débit	bar abs. 32
	Δ	p. disponible dans la vanne	bar 1,5
(***)		Débit minimal	l/h 300
	Δ	p. dans la vanne à ce débit	bar 40 proviso.
		Pression avant à 84lit/h	bar eff. 52
		Fuite à la vanne pour	l/h (**)
	Δ	p.F. = 46 bars	
		CV de calcul	1500 (**)
		CV de la vanne	1620 (**)

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10/15/16 10/15/16

E.05595504

WORTHINGTON



VANNE DE CONTRÔLE STANDARD

AVEC POSITIONNEUR PNEUMATIQUE - 7400-5800M - ATLAS

FILTRE - DETENDEUR - 77

C.T.M. - 2 - LE BOURG

Dossier Robinson

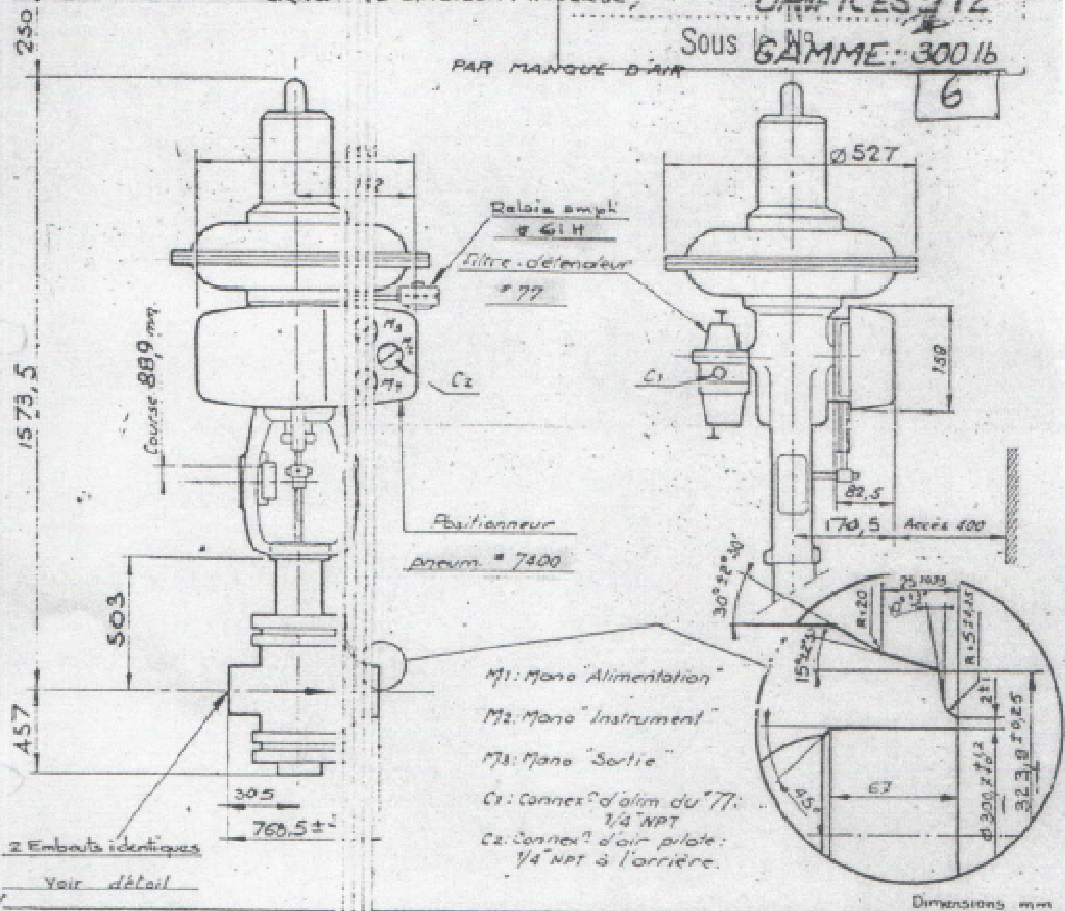
ACTION DU S. ACTIONNEUR : INVERSE

ORIFICES 12"

Sous GAMME: 300 lb

PAR MANQUE D'AIR

6



AN CERTIFIÉ CONFORME

Condenseur principal extraction

rep A.A.

DATE DE LA REVISION 20.2.78

Echelle du ressort: 10 à 29 psi

Matière du corps: Acier ou carbone

CLIENT: ALSTHOM
 CLIENT: 492 631/6433
 REVISION: 01
 ACQUISITION: 4
 CODE: RM 40.52
 N° DE SERIE: 05595504.1
 C.N. G. 05.5955.04
 TYPE: 38.10132/7400-77/6LH
 MATIÈRE DES GARNITURES: 100% PTFE
 DATE: 9-12-77

POIDS: 880 kg

CAPACITÉ: 12"

SIGNATURE: [Signature]

APPROUVE: [Signature]

PRILOG: h

86

E.05 8017.01

Masonneilan

6-9

VANNE DE CONTROLE STANDARD #37.78003

GAMME: 2500 lb

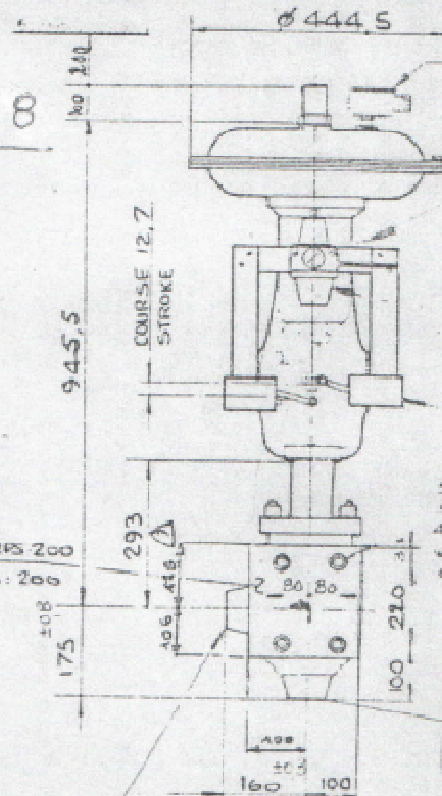
ORIFICES: 2"

37.78003 SERIES VALVE

SIZE: 2"

RATING: 2500 lb

PRILOG: 8

VALVE D'ÉCHAPPEMENT "MECHAN"
"MECHAN" SPEED VALVEELECTROVANNE T301RN (arrière)
T301RN SOLENOID VALVE
(AT THE BACK)FILTRE DETENDEUR # 77 40
AIR FILTER REGULATORCONTACTEURS FIN DE COURSE "CEM"
LIMIT SWITCH # CEM4 TROUS M14 Prof 25
AINSI QUE SUR LA FACE OPPOSÉE
4 HOLES M14 DEPTH 25
WELL AS ON THE
OTHER FACEÉPAISSEUR DU CORPS 200
BODY THICKNESS: 2002 EMBÔUTS IDENTIQUES
2 IDENTICAL BUTT WELDING

ST. DIN 2559, Form 22

FLUIDE OUVRE
FLOW TO OPEN

ACTION DU SERVO MOTEUR: DIRECTE

DIRECT ACTION ACTUATOR

OUVERTURE PAR MANQUE D'AIR

OPEN ON AIR FAILURE

DIMENSIONS: mm

PLAN CERTIFIE CONFORME - THIS PRINT IS CERTIFIED CORRECT

CCM SULZER

4-404638/4-431405

Matériau corps

Body material: 1.4 Mn Mo 96.4 (WB 35-B1H)

1 BL 22 91 et 1 BL 32 91

05801701.142

058017.01

37.78003/1140m/3164/T301RN/F301RN

2" CUIS

MASS
WEIGHT ≤ 220 Kgs

limit stop pour CUIS

limit stop for CUIS

26.10.78

1-27

10.11.78/060139

1.1.77