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| **Electric Power Industry of Serbia - EPS** | **Corporate Enterprise**  **Thermal Power Plants Nikola Tesla, OBRENOVAC** |

**PUBLIC ENTERPRISE "ELECTRIC POWER INDUSTRY OF SERBIA"**

**CORPORATE ENTERPRISE "THERMAL POWER PLANTS NIKOLA TESLA " OBRENOVAC**

**BOGOLJUBA UROŠEVIĆA CRNOG 44, 11500 OBRENOVAC**

**Fax: 011/8754-979**

**e-mail: vesna.stojanovic@tent.rs**

**TENDER DOCUMENTS**

**Public Procurement No. 99/2014**

**Article 36, par. 1, item 2 of PPL**

**Negotiated procedure without public announcement of invitation to bids**

**Subject of procurement:**

**Set of spare parts for unit A3**

**Obrenovac, February 2014.**

Pursuant to Article 36, paragraph 1, item 2 and Article 61 of the Law on Public Procurement ("Off. Gazette" no. 124/2012, 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. 29/2013), Opinion of the Public Procurement Office 404-02-124/14 dated 24 January 2014 on the merits of the application of the negotiation process, Decision on the initiation of public procurement no. 5447 dated 28.02.2014., PP 99/2014 and Decision on the establishment of the Commission for Public Procurement 5448 dated 28.02.2014 PP 99/2014 , the following has been prepared:

**TENDER DOCUMENTS**

**For negotiated procedure without announcement of invitation to bids**

**PP no. 99/2014**

Tender documents include the following:

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| 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. | FORM OF TENDER PRICE STRUCTURE WITH INSTRUCTIONS HOW TO FILL IT IN |
| 7. | FORM OF BID PREPARATION COSTS |
| 8. | STATEMENT FORM OF INDEPENDENT BID |
| 9. | STATEMENT FORM OF BIDDER’S OBLIGATIONS BASED ON ARTICLE 75, PAR. 2, OF PPL |
| 10. | CONTRACT MODEL |
| 11. | TECHNICAL SPECIFICATIONS AND TECHNICAL DOCUMENTS |



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| **Electric Power Industry of Serbia - EPS** | **Corporate Enterprise**  **Thermal Power Plants Nikola Tesla, OBRENOVAC** |

**Tender documents**

1. **GENERAL INFORMATION ON PUBLIC PROCUREMENT**

**Obrenovac, February 2014.**

**1. GENERAL INFORMATION ON PUBLIC PROCUREMENT**

|  |  |  |
| --- | --- | --- |
| 1.1 | Name and address of Purchaser | Corporate Enterprise “Thermal Power Plants Nikola Tesla”, OBRENOVAC  BOGOLJUBA UROŠEVIĆA CRNOG 44, 11500 OBRENOVAC |
| 1.2 | Company branch – name and address | ТЕNТ А Bogoljuba Uroševića Crnog 44., 11500 Obrenovac |
| 1.3 | Web site of Purchaser | www.tent.rs |
| 1.4 | Type of procedure | Negotiating procedure without announcement of invitation to bids |
| 1.5 | Basis for the application of negotiation procedure without prior public notice | Bid for procurement of spare parts is requested from original manufacturer of equipment, Alstom company. Request per Public Procurement can only be fulfilled by original manufacturer, considering it only possesses technical-technological documentation for this kind and scope of works.  Alstom, as global company, present in the field of energetics in over 100 companies, with an annual turnover of several tens of billions of euros (sale in the period 2012/2013 amounted to over 20.300.000.000,00 €), is a manufacturer of different kinds of energy equipment and produces steam turbines of different power, depending on client’s needs, complete turbofacilities, even complete units.  In addition to these complete solutions Alstom is also engaged in production and delivery of spare parts for its equipment, within its own facilities, as well as in cooperation with subcontractors certified by Alstom.  Department of Research and Development, as well as a service bureau within Alstom, are available to users at any time. Owing to this, the user of  Alstom equipment has at its disposal technical support, engineering, and service for delivery of equipment and spare parts.  Turbofacility (steam turbine and generator) represents the most important part of steam unit for generation of electrical energy, which, as a work fluid, uses steam of high parameters (pressure of 177,5bars, and temperature of 540°C) directly generating electrical energy which it transfers to the grid. i.e. final users.  With regard to the actual service life of components and systems that are retained, which are also necessary to adapt to requirements of the new turbine, it is necessary to perform their replacement (partial or full) during overhaul. Due to this, it is necessary to order and install suitable original spare parts. In Alstom equipment it is only possible to install original spare parts, since only that can guarantee reliability, functionality and safety of equipment which is in function. Original spare parts Alstom produces in its production facilities or facilities of its certified subcontractors to which they provide technical and logistical support. Alstom’s subcontractors are strictly forbidden to sell Alstom parts to other companies or to offer them independently on the market. |
| 1.6 | Subject of public procurement | Set of spare parts for unit A3 |
| 1.7 | Aim of the procedure | The procedure is conducted in order to conclude a public procurement contract |
| 1.8 | Contact | **Vesna Stojanovic fax: 011/ 8754-979**  **е-mail : vesna.stojanovic@tent.rs** |



**Electric Power Industry of Serbia - EPS Corporate Enterprise**

**Thermal Power Plants Nikola Tesla, OBRENOVAC**

**Tender documents**

1. **INFORMATION ON SUBJECT OF PUBLIC PROCUREMENT**

**Obrenovac, February 2014.**

**2. INFORMATION ON SUBJECT OF PUBLIC PROCUREMENT**

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| --- |
| **Description of the subject of public procurement** |
| Set of spare parts for unit A3 |
| **Name and designation from general procurement glossary** |
| **Name and designation from general glossary**  „Code 42113000- turbine parts“ |
| **Subject of public procurement is not shaped in items** |



**Electric Power Industry of Serbia - EPS Corporate Enterprise**

**Thermal Power Plants Nikola Tesla, OBRENOVAC**

**Tender documents**

1. **INSTRUCTIONS TO BIDDERS HOW TO PREPARE A BID**

**Obrenovac, February 2014.**

**3. INSTRUCTIONS TO BIDDERS HOW TO PREPARE A BID**

Pursuant to Article 61, par 4, item 1 of the Law on Public Procurement ("Off. Gazette of RS" no.124/2012, hereinafter: PPL) and Article 8 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 of RS” no. 29/2013), the following has been established

**Instructions to Bidders how to prepare a bid**

***3.1. INFORMATION ABOUT THE LANGUAGE IN WHICH THE BID SHALL BE PREPARED***

* Bid may be prepared in Serbian or English.
* Foreign Bidder may submit the evidence defined in mandatory and additional conditions, from the point 77.of PPL, as well as other documents asked for in tender documents (for.eg. catalogues, certificates…) in the language of the country from which the bidder is coming. If the Purchaser, during review and assessment, establishes that a part of documentation should be translated in Serbian or English, the Purchaser shall request from the Bidder to timely submit requested translation.

***3.2. SUBMISSION OF BIDS AND FILLING THE FORMS GIVEN IN TENDER DOCUMENTS***

* Bid shall be submitted in writing, in a single copy, in the form in the tender documents and it shall be clear and unambiguous, legibly filled in- typed or written in indelible ink, stamped and signed by an authorized representative of the Bidder.
* If it is necessary for the Bidder to correct mistakes made during the preparation of the bid and filling in the forms from the tender documents, it shall be responsible to put a signature of a person or persons who signed the bid form next to such corrections and seal of the Bidder.
* The bid shall be made in such a way that the Bidder enters the required information in the forms which are integral part of the tender documents.
* It is preferred that all documents submitted with the bid shall be tied with a ribbon-helix as a whole and sealed, so that no additional individual pages or attachments can be inserted, removed or replaced not visibly damaging the pages or the seal.
* Bidder shall submit its bid in a sealed envelope, so that during the opening it can be checked whether it was closed as it was submitted.
* Bidder shall submit the bid directly or send it by post in a sealed envelope or box, sealed in a way that at the opening session it can be determined with certainty that it was opened for the first time. The bid shall be sent to the address of the Purchaser– Bogoljuba Uroševića Crnog 44., 11500 Obrenovac, indicating **,,Bid for public procurement of goods – Set of spare parts for unit A3, PP no.99/2014– DO NOT OPEN, to be handed over to Vesna Stojanovic”**
* On the back of the envelope or box Bidder’s name, address and phone number as well as name of an authorized contact person shall be stated.
* Bid shall be considered timely if it is received by the Purchaser until 19.03.2014.2014, to.10.30AM.
* The Purchaser shall reject all late bids, provided that after the completion of bids opening the same shall be returned unopened to the Bidder, indicating on the envelope that it was untimely.
* Timely bid is a bid received by the Purchaser within the time specified in invitation to Bidders.
* Adequate bid is a bid which is timely and for which was found to fully meet all technical specifications.
* Acceptable bid is a bid which is timely, which was not rejected by the Purchaser due to fundamental shortcomings, which is adequate, not limiting nor conditioning the rights of the Purchaser or obligations of the Bidder and which doesn’t exceed the amount of estimated value of public procurement.
* The Purchaser shall reject unacceptable bid.
* **The Purchaser shall reject the bid if:**

1. Bidder fails to demonstrate that it meets the required conditions for participation;
2. If the Bidder failed to submit statements and forms required by the tender documents as follows:

* Statement of fulfilling the conditions pursuant to Article 75, par 2 of PPL,
* Bid form,
* Form of the structure of bid price structure with instructions how to fill it,
* Statement form of independent bid;

4) if offered bid validity period is shorter than the period provided for in the tender documents;

5) if the bid contains other important shortcomings due to which it is impossible to determine the actual content of the bid.

***3.3. BID VARIANTS***

* Bid with variants is not allowed.

***3.4. CHANGES, AMENDMENTS AND WITHDRAWAL OF BID***

* Bidder may change, amend or withdraw the bid by written notice prior to the deadline for submission of bids.
* If amendments to the bid relate to a bid price, the price shall be quoted in EUR, and not in percentages.
* Any notification of changes, amendments or withdrawal shall be prepared, marked and delivered with a designation on the envelope **“Amendment to the Bid” or “Withdrawal of Bid for public procurement – Procurement of set of spare parts for unit A3, PP no.99/2014– DO NOT OPEN, to be handed over to Vesna Stojanovic ”.**
* Bid cannot be changed after expiry of the deadline for submission of bids.

**3.5. OTHER REQUESTS OF THE PURCHASER**

* Mode and terms of payment:

The Purchaser commits to make payment of the agreed price only in euros for foreign bidders:

Allowedadvance paymentin the amount of 30% of contracted value. Condition for advance payment is submission of an adequate pro forma invoice and submission of advance payment bank guarantee, in the amount of contracted advance.

The rest of total contracted payment shall be paid successively per deliveries, based on the invoices, within 45 days; advance will be justified proportionally, i.e.payment per invoices shall be done after deducting the percentage of received advance.

Payment is to be performed in accordance to Law on settlement of financial obligations in commercial transactions (Off. Gazette RS, no.119/12) .

* Warranty period:

Warranty period : 12 months from the day of delivery.

* Deadline for delivery of goods:

Deadline: 1 November 2014.

* Place of delivery of goods and parity:

The Bid is given on parity: DAP TENT A , INCOTERMS 2010.

Place of delivery is a company branch TENT A.

The Contractor shall for all goods delivered during the execution of the contract at his own expense obtain a certificate of origin EUR 1.

If the Contractor fails to obtain the above mentioned certificate EUR 1 he shall bear all the associated costs that may arise as a result of that.

* Bid validity:

The validity of the bid shall be stated in the bid and cannot be shorter than 45 (forty- five) days from the date of bids opening. In the event of the expiration of the bid, the Purchaser is obliged to request from the Bidder extension of bid validity, in writing.  
Bidder who accepts the request for extension of the bid cannot change the Bid.

***3.6. METHOD FOR MARKING CONFIDENTIAL DATA***

* Each page of the bid containing data which are confidential to the Bidder should contain a label “CONFIDENTIAL” in the top right corner in accordance with Article 14 of PPL.
* Evidence of fulfillment of mandatory requirements, price and other information from the bid that are relevant for the implementation of elements of the criteria and bid ranking shall not be considered confidential.
* The Purchaser shall keep confidential all information on Bidders contained in the bid which are specified as confidential by special regulations and as such marked in the bid by the Bidder.
* The Purchaser shall refuse to provide information that violates the confidentiality of the data obtained in the bid.
* The Purchaser shall keep as a business secret the names of the persons concerned, the Bidder and the data on submitted bids until the bid opening.

***3.7. CURRENCY AND MANNER IN WHICH THE PRICE SHALL BE STATED AND DENOMINATED IN THE BID***

* Price and all other values in the bid shall be denominated in EUR.
* Price is fixed during contract validity period.
* In the event that the Bidder provides a discount on the bid price, the same discount shall be calculated in the price given in the bid

***3.8. UNUSUALLY LOW PRICE***

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

***3.9. MANDATORY SECURITY INSTRUMENTS FOR FULFILLMENT OF OBLIGATIONS OF BIDDERS AND SUPPLIERS***

1. **Advance payment bank guarantee**

The selected Bidder shall submit to the Purchaser advance payment bank guarantee, prior payment of advance by the Purchaser, which shall contain clauses: irrevocable, unconditional, payable on first demand and without objection. Advance payment bank guarantee shall be issued in the amount of the agreed advance payment with VAT and shall be valid shortest to justification of the advance. The Purchaser shall return to the selected Bidder advance payment bank guarantee at the time of accepting the invoice by the selected Bidder for services delivered in the amount of given advance.

Bank guarantee for paid advance may be reduced if the warranty covers successive deliveries or execution of works by payment certificates. In this case, a method to reduce the value of guaranteed advance must be stated.

**2) Performance bank guarantee**

The selected Bidder shall within 15 days from the date of conclusion of the contract submit to the Purchaser Performance bank guarantee, која ће бити са клаузулама: which shall contain clauses: irrevocable, unconditional, payable on first demand and without objection. Performance bank guarantee is issued in the amount of 10% of total contract value, with validity deadline which is 30 (thirty) days longer than expiry of deadline for final execution of work. If, during the validity period of the contract, change deadline for implementation of contractual obligations, the validity of performance bank guarantee for the work execution, shall be extended.

The awarded Bidder may submit guarantees of a foreign bank, only if that bank is awarded with credit rating correspondent to at least level 3 credit quality (investment grade).

Credit rating from the previous paragraph is awarded by rating agency, which is on the list of eligible agencies for rating, published, in accordance with the rules, by National Bank of Serbia or a specific rating agency which is on the list of registered and certified rating agencies, published by European Securities and Markets Autthorities – ESMA.

***3.10.******ADDITIONAL SECURITY OF FULFILLMENT OF CONTRACTUAL OBLIGATIONS- VALID ONLY FOR BIDDERS ON LIST OF NEGATIVE REFERENCES***

* If the contract is awarded to the bidder who is on the list of negative references for which the Public Procurement Office is in charge of and has a negative reference for the subject that is not identical to the specific procurement, the same shall, within 15 days from the date of conclusion of the contract, submit to the Purchaser Performance Bank Guarantee, which will contain the clauses: irrevocable, unconditional, payable on first demand and without a right to objection. Performance Bank Guarantee shall be issued in the amount of 15% of the total contract value excluding VAT, with a validity period that is 30 (thirty) days longer than the deadline for the final execution of the work. If during the term of the contract deadlines for implementation of contractual obligations change,  the validity of Performance Bank Guarantee shall be extended.

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***3.11. DEFINING OF SPECIAL REQUESTS, IF ANY, IN TERMS OF PROTECTING CONFIDENTIALITY OF DATA WHICH THE PURCHASER MAKES AVAILABLE TO BIDDERS***

Information contained in the tender documents are not confidential

***3.12. ADDITIONAL INFORMATION AND CLARIFICATIONS REGARDING BID PREPARATION***

* Any interested party may, in accordance with Article 63 Paragraph 2 of PPL, only in writing, request from the Purchaser additional information or clarification regarding the preparation of the bid, at least five days before the deadline for submission of bids. The Purchaser is obliged to send an answer in writing to an interested party within three days of receipt of the request, and at the same time to publish this information on public procurement portal on its website.
* Communication with the Purchaser shall be established solely in the manner specified in Article 20 of PPL, or in writing, by post, e-mail or fax. **Requesting additional information and clarifications by phone is not allowed.**
* If the Purchaser within the period anticipated for the submission of bids changes or amends the tender documents, it shall promptly publish the changes or amendments on the portal of public procurement and on its website.
* If the Purchaser changes or amends the tender documents eight or fewer days before the deadline for submission of bids, the Purchaser shall extend the deadline for submission of bids and publish a notice on extending the deadline for submission of bids.

***3.13*. *ADDITIONAL EXPLANATIONS BY THE BIDDER FOR BID EVALUATION***

* The Purchaser may require additional explanations from Bidders in accordance with Article 93 Paragraph 1 of PPL, which will help him in examination, evaluation and comparison of bids, and can also exercise control (inspection) of the Bidder or its subcontractor.
* The Purchaser cannot request, allow or offer a change to the elements of the bid which are of importance for the application of the criteria for awarding the contract, i.e. a change that would make the bid that is inappropriate or unacceptable to be appropriate or acceptable, unless otherwise arising from the nature of the procurement procedure.
* The Purchaser may with the consent of the Bidder correct calculation errors observed during examination of bids after the completion of bids opening.
* In the event of difference between unit and total price, unit price is applicable.

***3.14. NEGATIVE REFERENCES – NON-PERFORMANCE OF OBLIGATIONS UNDER EARLIER CONTRACTS***

* 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.

Evidence may be the following:

1. final court decision or decision from other competent authority;

2. document on realized security instrument of fulfillment of obligations in public procurement procedure or fulfillment of contractual obligations;

3. document on paid contractual penalties;

4. complaints of consumers or users, if not resolved within the stipulated period;

5. report of supervisory authority of performed works which are not in compliance with the project, i.e. the contract;

6.statement of contract termination due to non-performance of obligations given in the manner and under circumstances stipulated by the law governing contractual relations;

7. evidence of engagement of entities that are not marked in the bid as subcontractors, i.e. members of the consortium in the execution of public procurement contract

* The Purchaser shall reject as unacceptable the bid of the Bidder who is on the negative reference list if the subject of procurement is the same as the subject for which the Bidder got negative reference

***3.15. CRITERION FOR CONTRACT AWARD:***

1. Criterion for bids evaluation is **the lowest offered price.**

***3.16. OBLIGATIONS OF THE BIDDER IN ACCORDANCE WITH ARTICLE 74, PARAGRAPH 2 AND ARTICLE 75, PARAGRAPH 2 OF PPL***

* Compensation for the use of patents, as well as liability for breach of protected intellectual property rights of third parties shall be borne by the Bidder.
* The Bidder is obliged to explicitly state in the bid that it respected obligations arising from applicable regulations on occupational safety, employment and labor conditions as well as to guarantee being the holder of intellectual property rights. Statement form is given in form no. 5.

***3.17. 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.

***3.18. REQUEST FOR PROTECTION OF RIGHTS***

* Request for protection of rights shall be submitted to Republic Commission, and delivered to the Purchaser.
* Applicant for protection of rights shall pay a fee in the amount of 40.000,00 RSD to the budget of the Republic of Serbia, account no.: 840-742221843-57, payment code 153, model 97, reference no. 50-016, purpose of payment: Republic administrative fee, payee: Budget of the Republic of Serbia.
* 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 seven **(7) days** prior to the deadline for submission of bids regardless of the method of delivery.
* Following the decision on contract award under Art. 108 of the Law or the decision on suspension of public procurement procedure under Art. 109 of the Law, the deadline to submit applications for protection of rights is 10 days from the date of receipt of the decision for the participants in the procedure, or 10 days from the date of publication of the decision on contract award on public procurement portal for applicants who have not participated in the negotiation procedure.
* Request for protection of rights cannot challenge acts of the Purchaser undertaken in the public procurement procedure if the applicant knew or could have known the reasons for its submission prior to the deadline for submission of applications under Article 149, Paragraph 3 of the Law on Public Procurement, and the applicant had not submitted it before the expiry of that period.
* If during the same procurement procedure the request for protection of rights is again submitted by the same applicant, this claim cannot challenge the actions of the Purchaser for which the applicant knew or could have known when submitting previous request.
* 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.

***3.19. SUSPENSION OF PUBLIC PROCUREMENT PROCEDURE***

* The Purchaser shall suspend the public procurement procedure based on the report of the expert assessment of bid in accordance with Article 109 of PPL.
* The Purchaser is obliged to decide on the expenses of the bid in decision on suspension of the public procurement procedure under Article 88, Paragraph 3 of this Law.

***3.20. 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

***3.21. CONTRACT ELEMENTS TO BE NEGOTIATED AND MODES OF NEGOTIATION***

1. Contract elements that shall be negotiated:

* Price,
* Mode and time of payment,
* Deadline and mode of delivery
* Warranty period
* Jurisdiction in case of dispute
* Financial security means

**Mode of negotiation:**

- The process of negotiations shall take place after the completion of bids opening with an authorized representative of the Bidder. Written authorization to negotiate shall be notarized and signed by the legal representative of the Bidder.

-The offered price cannot be higher than the price showed in submitted bid.

-Negotiations shall be conducted directly with the authorized representative of the

Bidder, by verbal declarations of the aforementioned elements of negotiation or electronically. Any element of negotiations shall be entered into the Minutes of negotiations.

- Minutes of negotiations shall be signed by authorized representatives of the Purchaser- members of the Commission for public procurement and authorized representative of the Bidder who takes over a copy of the Minutes.

- The final wording of the contract shall be defined in compliance with the Bid, Contract Model as well as the Minutes of negotiations.

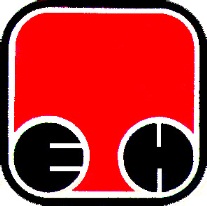
**-**The selected Bid with the technical specifications and Report on the conducted negotiation process **make an integral part of the Contract.**

***3.22. 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 under Article 149 of the Law.

Members and deputies of the Commission:

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| 1member | Srdjan Josipovic | .............................................. |
| deputy | Vladimir Paunovic | .............................................. |
| deputy | Uros Dekic | .............................................. |
| 2member | Dejan Stankovic | .............................................. |
| deputy | Pera Radovanovic | .............................................. |
| 3member | Vesna Stojanovic (public procurement officer) | .............................................. |
| deputy | Natasa Matic (public procurement officer) | .............................................. |
| 4member | Atina Nedeljkovic (public procurement officer) | .............................................. |
| deputy | Ivan Djurdjevic (public procurement officer) | .............................................. |

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

**TENDER DOCUMENTS**

**4. Bid form**

**Obrenovac, February 2014.**

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**FORM NO. 1.**

**BID FORM**

|  |  |
| --- | --- |
| **INFORMATION ABOUT THE BIDDER** | |
| **Name of the Bidder:** |  |
| **Address of the Bidder:** |  |
| **Contact person:** |  |
| **e-mail:** |  |
| **Phone:** |  |
| **Fax:** |  |
| **Bidder Tax number (PIB):** |  |
| **Bidder ID number:** |  |
| **Activity code:** |  |
| **Bank name and account number:** |  |
| **The person authorized for signing the contract:** |  |

**BID NO. \_\_\_\_\_\_\_\_ dated \_\_.\_\_.2013.**

**According to public procurement no. 99/2014**

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| --- | --- | --- | --- | --- | --- |
| **No** | **Subject of procurement** | **Unit of measure** | **Quantity** | **Price per unit of measure** | **Total** |
| **Turning gear:** | | | | | |
| 1. | Plate spring | pcs. | 50 |  |  |
| 2. | Turning gear spring 18 × 12mm | pcs. | 1 |  |  |
| **Main oil pump:** | | | | | |
| 3. | Bearing | pcs. | 4 |  |  |
| 4. | Bearing ø110mm | pcs. | 2 |  |  |
| 5. | bearing ø90mm | pcs. | 6 |  |  |
| 6. | Shaft ø127,2 × 780mm | pcs. | 1 |  |  |
| 7. | Shaft ø127,2 × 620mm | pcs. | 1 |  |  |
| 8. | Gear wheel ø127,2 × 200mm | pcs. | 1 |  |  |
| **Jacking oil pump:** | | | | | |
| 9. | Jacking oil pump | pcs. | 1 |  |  |
| **Control system:** | | | | | |
| 10. | Membrane for pressure maintenance | pcs. | 4 |  |  |
| **Gland steam system:** | | | | | |
| 11. | Nozzle | set. | 4 |  |  |
| **LP by-pass station – stop side:** | | | | | |
| 12. | Spacer bush | pcs. | 2 |  |  |
| 13. | Valve | pcs. | 2 |  |  |
| 14. | Spindle | pcs. | 2 |  |  |
| 15. | Bush | pcs. | 2 |  |  |
| 16. | Bush | pcs. | 2 |  |  |
| 17. | Bush | pcs. | 2 |  |  |
| 18. | Protecting ring | pcs. | 2 |  |  |
| 19. | Nut | pcs. | 2 |  |  |
| 20. | Bush | pcs. | 2 |  |  |
| **LP by-pass station – control side:** | | | | | |
| 21. | Spindle | pcs. | 2 |  |  |
| 22. | Bush | pcs. | 2 |  |  |
| 23. | Bush | pcs. | 2 |  |  |
| 24. | Bush | pcs. | 2 |  |  |
| **Generator:** | | | | | |
| 25. | Bearing sleeve Ø450mm | pcs. | 1 |  |  |
| 26. | Bearing sleeve Ø400mm | pcs. | 1 |  |  |
| 27. | Sealing ring Ø500mm (CC) | pcs. | 2 |  |  |
| 28. | Sealing ring Ø500mm (COC) | pcs. | 2 |  |  |
| 29. | Tite & Seal T25-75 (5 LBS. = 2,268kg) | pcs. | 6 |  |  |
| **HP control valve – old units:** | | | | | |
| 30. | Spindle | pcs. | 4 |  |  |
| 31. | Bush | pcs. | 2 |  |  |
| 32. | Bush | pcs. | 2 |  |  |
| 33. | Bush | pcs. | 2 |  |  |
| **TOTAL:** | | | | |  |

**TOTAL:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_EUR**

**Time and terms of payment:**

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

**Bid Validity:**

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

**(not shorter than 45 days since the bid opening)**

**Delivery-Execution date:**

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

**Warranty period:**

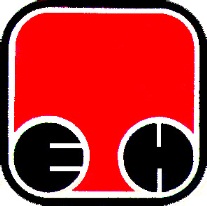
**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Place and mode of delivery, and parity:**

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

**Other:**

**Date Seal Bidder**

****



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

**TENDER DOCUMENTS**

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

**Obrenovac, February 2014.**

1. **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 | **- LEGAL ENTITY: Excerpt from the registry of the Business Registers Agency, i.e. excerpt from the registry of Commercial Court** |
| **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 | **- LEGAL ENTITY:**  **-For criminal acts of organized crime- CERTIFICATE OF A SPECIAL DEPARTMENT (FOR ORGANIZED CRIME) OF HIGH COURT IN BELGRADE,** Belgrade, confirming that the Bidder (legal entity) has not been convicted for criminal acts 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**](http://www.bg.vi.sud.rs/lt/articles/o-visem-sudu/obavestenje-ke-za-pravna-lica.html)  **-** For criminal acts against the economy, the environment, the crime of receiving or giving bribes, the crime of fraud**- CERTIFICATE OF BASIC COURT (comprising data from criminal records for crimes in jurisdiction of the regular criminal department of High court)** in which jurisdiction is the seat of domestic legal entity, i.e. representative office or a branch of foreign legal entity, confirming that the bidder (legal entity) has not been convicted of crimes against the economy, crimes against the environment, the crime of receiving or giving bribes, the crime of fraud.  **-Special note:** If the certificate from Basic court doesn’t comprise data from criminal records, for crimes which are in the jurisdiction of the regular criminal department of High court, it is necessary for legal entity to also submit, besides certificate of Basic court, a **CERTIFICATE** **OF HIGH COURT** in whose jurisdiction is the seat of domestic legal entity, i.e. representative office or a branch of foreign legal entity, confirming that the bidder (legal entity) has not been convicted of crimes against the economy and the crime of receiving bribes.  **- for legal representative – certificate from criminal records of the competent police department of the Ministry of Internal Affairs– request for the issuance of this certificate may be filed by the place of birth** (*according to article 2. paragraph 1. item 1) of the Rulebook on Criminal Records («Off. gazette SFRY», no. 5/79) - authority in charge of internal affairs of the municipality where the person is born*), and also by the place of residence**.**  **NOTES:**   * 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. * In the event that the entity has more legal representatives, the evidence is to be submitted for each of them. * **This evidence cannot be older than two months before the opening of bids.** |
| **3.** | - that it has not been prohibited from performing the activity, the prohibition being effective at the time of sending the invitation for submission of bids. | **- LEGAL ENTITY:** Certificate of the Commercial and Magistrate's Court that it has not been prohibited from performing the activity, or certificate from the Agency for Business Registers that it has not been prohibited, as a corporate enterprise, from performing the activity**,**  **Note:**   * **Certificates shall be issued after sending the invitation for submission of bids, on the public procurement Portal.** |
| **4.** | - 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. | **1. Certificate of Tax Administration** of the Ministry of Finance and Economy that it has settled all due taxes and contributions and  **2. Certificate of the city Public Revenue Administration, i.e. municipality** that it has settled all obligations based on the original local public revenues.  **Note:**   * **This evidence cannot be older than two months before the opening of bids** |
| **5.** | -that it has respected obligations arising from the existing regulations on safety at work, employment and working conditions, environmental protection and intellectual property rights | Signed and sealed STATEMENT FORM ON BIDDER’S OBLIGATIONS, BASED ON THE ARTICLE 75.PAR. 2 OF PPL (FORM 5) |
| **6.** | -that it has necessary financial capacity  1) that the Bidder has generated operating revenue of at least 100.000.000,00 RSD, without VAT, in the last three years | **Credit report for public procurement BON-JN** of Business Registers Agency, Register of financial statements and information on the credit worthiness of legal entities and entrepreneurs, which contains a summary of balance sheet and income statement, indicators of solvency in 2010., 2011. and 2012 |

**Additional notes:**

* **Bid of the Bidder, who doesn’t prove that he meets all the above mentioned mandatory conditions, (items from 1 to 5 of this form) and additional condition (point 6 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. 3.
* Statement form on independent bid –form no. 5.
* Statement form on fulfillment of obligations based on the article 75.of PPL –form no. 6

**EVIDENCE THAT BIDDERS ARE NOT OBLIGED TO SUBMIT:**

* 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. 4)"

**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**.**

**FOREIGN BIDDERS**

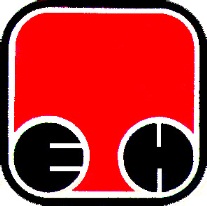
* If, in the country in which the Bidder has its seat, they don’t issue the requested evidence, the Bidder may, instead of evidence, submit its written statement, given under criminal and material liability, before a judicial or administrative authority, public notary or other competent authority of 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 Commission deputies:**

|  |  |  |
| --- | --- | --- |
| 1member | Srdjan Josipovic | .............................................. |
| deputy | Vladimir Paunovic | .............................................. |
| deputy | Uros Dekic | .............................................. |
| 2member | Dejan Stankovic | .............................................. |
| deputy | Pera Radovanovic | .............................................. |
| 3member | Vesna Stojanovic (public procurement officer) | .............................................. |
| deputy | Natasa Matic (public procurement officer) | .............................................. |
| 4member | Atina Nedeljkovic (public procurement officer) | .............................................. |
| deputy | Ivan Djurdjevic (public procurement officer) | .............................................. |





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

1. **TENDER DOCUMENTS**

**BID PRICE STRUCTURE FORM, WITH INSTRUCTION HOW TO FILL IT**

**Obrenovac, February 2014.**

**FORM NO. 3.**

**6. FORM OF TENDER PRICE STRUCTURE WITH INSTRUCTIONS HOW TO FILL IT IN**

**For the bid no.\_\_\_\_\_\_\_\_\_\_\_\_\_ dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_2014**

**(I part)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Subject of procurement** | **Quantity** | UNIT PRICE without VAT  (EUR) | UNIT PRICE with VAT (EUR) | TOTAL PRICE without VAT (EUR) | TOTAL PRICE with VAT (EUR) |
| 1 | 2 | 3 | 4 | 5 | 6 = (3x4) | 7=(3x5) |
| **1.** | Plate spring | 50 |  |  |  |  |
| **2.** | Turning gear spring 18 × 12mm | 1 |  |  |  |  |
| **3.** | Bearing | 4 |  |  |  |  |
| **4.** | Bearing ø110mm | 2 |  |  |  |  |
| **5.** | bearing ø90mm | 6 |  |  |  |  |
| **6.** | Shaft ø127,2 × 780mm | 1 |  |  |  |  |
| **7.** | Shaft ø127,2 × 620mm | 1 |  |  |  |  |
| **8.** | Gear wheel ø127,2 × 200mm | 1 |  |  |  |  |
| **9.** | Jacking oil pump | 1 |  |  |  |  |
| **10.** | Membrane for pressure maintenance | 4 |  |  |  |  |
| **11.** | Nozzle | 4 |  |  |  |  |
| **12.** | Spacer bush | 2 |  |  |  |  |
| **13.** | Valve | 2 |  |  |  |  |
| **14.** | Spindle | 2 |  |  |  |  |
| **15.** | Bush | 2 |  |  |  |  |
| **16.** | Bush | 2 |  |  |  |  |
| **17.** | Bush | 2 |  |  |  |  |
| **18.** | Protecting ring | 2 |  |  |  |  |
| **19.** | Nut | 2 |  |  |  |  |
| **20.** | Bush | 2 |  |  |  |  |
| **21.** | Spindle | 2 |  |  |  |  |
| **22.** | Bush | 2 |  |  |  |  |
| **23.** | Bush | 2 |  |  |  |  |
| **24.** | Bush | 2 |  |  |  |  |
| **25.** | Bearing sleeve Ø450mm | 1 |  |  |  |  |
| **26.** | Bearing sleeve Ø400mm | 1 |  |  |  |  |
| **27.** | Sealing ring Ø500mm (CC) | 2 |  |  |  |  |
| **28.** | Sealing ring Ø500mm (COC) | 2 |  |  |  |  |
| **29.** | Tite & Seal T25-75 | 6 |  |  |  |  |
| **30.** | Spindle | 4 |  |  |  |  |
| **31.** | Bush | 2 |  |  |  |  |
| **32.** | Bush | 2 |  |  |  |  |
| **33.** | Bush | 2 |  |  |  |  |

**(II part)**

|  |  |
| --- | --- |
| **Separately shown costs in % (customs, assembly, transportation costs, insurance and etc.),** | |
| - goods |  |
| - customs |  |
| -transportation costs |  |
| - insurance |  |
| - assembly and dismantling |  |
| - other services |  |
| **-** |  |
| **-** |  |
|  |  |
| **TOTAL** | **100 %** |

**Instruction for filling price structure form:**

**(I part of price structure)**

**Bidder should fill in price structure form in a following way:**

**- in column 4. enter how much is the unit price without VAT for each requested item,**

**- in column 5. enter how much is the unit price with VAT for each requested item,**

**- in column 6. enter how much is the total price without VAT for each requested item**

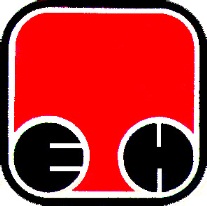
**- in column 7. enter how much is the total price with VAT for each requested item**

**- in the last row of the table should be entered total price without VAT and total price with VAT, which, at the same time, also represent prices given in the bid form.**

**(II part of price structure):**

**Bidder should show stated costs in %. If there are some other costs not stated in the II part of price structure form, Bidder can show them.**

**Seal Signature of the authorized person of the Bidder:**

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

**TENDER DOCUMENTS**

**7. FORM OF COSTS FOR PREPARATION OF THE BID**

**Obrenovac, February 2014.**

**FORM NO. 4.**

**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.**

**7. FORM OF COSTS FOR PREPARATION OF THE BID**

|  |  |  |
| --- | --- | --- |
|  | **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 Bidder**

**Seal.**

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

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



|  |  |
| --- | --- |
| **Electric Power Industry of Serbia - ЕPS** | **Corporate Eterprise Thermal Power Plants Nikola Теsla, Оbrenovac** |

**Tender documents**

**8. STATEMENT FORM OF INDEPENDENT BID**

**Оbrenovac, February 2014.**

**8. STATEMENT FORM OF INDEPENDENT BID**

**FORM No. 5.**

**Pursuant to Article 26. Law on Public Procurement**

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

**(state the name and address of the Bidder)**

**gives the following statement:**

**STATEMENT**

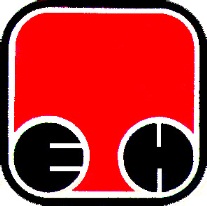
**Under the full material and criminal responsibility I DECLARE that I have submitted the Bid independently, without agreement with the other bidders or interested parties.**

**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.***

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|  |  |
| --- | --- |
| **Electric Power Industry of Serbia - ЕPS** | **Corporate Enterprise Thermal Power Plants Nikola Tesla, Оbrenovac** |

**Tender documents**

**9. STATEMENT FORM OF BIDDER’S ОBLIGATIONS PURSUANT TO ART. 75. PAR 2. OF PPL**

**Оbrenovac, February 2014.**

**9. STATEMENT FORM OF BIDDER’S OBLIGATIONS PURSUANT TO ART.75 PAR 2 OF PPL**

**FORM No. 6.**

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

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

**(state the name and address of the bidder)**

**gives the following statement:**

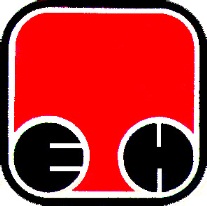
**STATEMENT**

**I complied with the obligations arising from the applicable regulations on occupational safety, employment and working conditions, the environmental protection and I guarantee that I am a rights holder of intellectual property.**

**Date Bidder**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ seal**

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

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|  |  |
| --- | --- |
| **Еlectric Power Industry of Serbia - ЕPS** | **Corporate Enterprise Thermal Power Plants Nikola Tesla, Оbrenovac** |

**Tender documents**

**10. MODEL OF CONTRACT**

**Оbrenovac, February 2014.**

**11. MODEL OF CONTRACT**

**SALES CONTRACT**

**(purpose R)**

**Concluded between:**

**1.PE EPS Belgrade – Corporate Enterprise «Thermal Power Plants Nikola Tesla» ltd.having its principal place of buisiness in Obrenovac, Bogoljuba Urosevica Crnog 44, registration number 7802161, PIB 101217456, represented by the director Cedomir Ponocko, MSc in Electrical Engineering (hereinafter referred to as: the Purchaser),**

**on the one hand and**

**2.........................................................................................................................................**

**having its place in ............................................................................., registration number ................................ PIB ...................................................... represented by the director .......................................................... (hereinafter referred to as: the Contractor), on the other hand,**

**And as follows:**

**INTRODUCTORY PROVISIONS**

**Article1.**

Contractual parties conclude:

that the Purchaser

* by NN no. **99/2014 dated 9 January 2014** in accordance with the article 53 of PPL, and by Decision to initiate proceeding no. \_\_\_\_\_ dated \_\_\_\_\_\_, initiated the procurement procedure and on the basis of call to tender for bid submission implemented a negotiated procedure without public call for bids submission Article 36, Paragraph 1, item 2.

that the Contractor

* submitted the bid no. \_\_\_\_\_\_\_ of \_\_\_\_\_\_ in 201\_. which is annexed to this contract and forms its integral part,
* that the Contractor submitted the Bid no........... of ................, that in implemented negotiated procedure the Contractor has changed/has not changed the bid and that the Minutes of negotiation no……have been made, ........... , that the Contractor submitted the Price list after negotiation in accordance with implemented negotiation which jointly represent the final bid (hereinafter: the Bid);
* that the Contractor’s Bid fully meets the technical specifications and other requirements of the tender documents, which is annexed to this contract and makes its integral part;
* that the Purchaser in accordance with Article 108 of PPL on the basis of the Contractor’s Bid and the Decision on the contract award no. \_\_\_\_\_\_ of \_\_\_\_\_\_ 2013 has chosen the Contractor to provide the services listed in Article 2.

**SUBJECT OF CONTRACT**

**Article 2.**

Subject of the Contract is Procurement of set of spare parts for unit A3, by the Bid no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_ 2014.

**SCOPE OF DELIVERY**

**Article 3.**

The Contractor is obliged to perform delivery services under Art. 2. of this contract within specified scope in the accepted bid designated in Article 1. of this Contract**.**

**PRICE**

**Article 4.**

The Purchaser is obliged to pay the Contractor the price for performed service being the subject of this Contract in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_ EUR on parity site DAP ТЕNТ A, INCOTERMS 2010.

Price is fixed during the whole period of the contract validity.

**METHOD OF INVOICING**

**Article 5.**

During the invoicing the Contractor shall refer to the number of the Contract.

**MODE AND TERMS OF PAYMENT**

**Article 6.**

The Purchaser is obliged to pay the price under art. 4. of this Contract within 45 days.

Advance paymentin the amount of 30% of contracted value, which amounts to \_\_\_\_EUR, upon submission of an adequate pro forma invoice, and submission of advance payment bank guarantee, in the amount of contracted advance.

The rest, in the amount of \_\_\_\_\_\_\_of total contracted payment shall be paid successively per deliveries, based on the invoices, within 45 days; advance will be justified proportionally, i.e. payment per invoices shall be done after deducting the percentage of received advance.

Payment is to be performed in accordance to Law on settlement of financial obligations in commercial transactions (Off. Gazette RS, no.119/12)

Deadline for settlement of financial obligations begins on the first following day from the day when the Borrower-Buyer received invoice, i.e. other request for payment from Creditor-Seller, which has fulfilled its contractual obligation.

Price is fixed during contract validity period.

For delay in payment, the Contractor is entitled to legal interest on arrears**.**

**TIME AND PLACE OF EXECUTION**

**Article 7.**

The Contractor is obliged to execute the subject of this Contract at the latest within 8 weeks from signing the contract.

The place of execution: ТЕNТ A

The Contractor shall provide standard packing in a way which will prevent damages or deterioration in goods quality during transport and secure simple unloading and correct goods identification, according to dispatch instructions of the Purchaser.

At least 7 days before delivery of goods to the site, the Seller shall submit the Purchaser detail notification of delivery.

Purchaser is obliged to submit the following, original documentation, with each delivery:

a) Seller’s invoice containing description of delivery, quantity, unit price, delivery value, and position from the corresponding bid.

b) Transportation document (for truck transportation-CMR, for railway transportation CIM dispatch note etc.)

c) Certificate of origin

d) Packing list;

Copies of the above mentioned documents the Seller should submit to the Purchaser at least 24 hours before goods arrival at destination place.

Seller shall bear all expenses which can occur in case of non-submitting the mentioned documents within stipulated deadline.

The Contractor shall for all goods delivered during the execution of the contract at his own expense obtain a certificate of origin EUR 1.

- If the Contractor fails to obtain the above mentioned certificate EUR 1 he shall bear all the associated costs that may arise as a result of that.

Purchaser is obliged to issue dispatch instructions to the Seller at least 15 days before contracted deadline of delivery.

Delivery of goods from the article 1. and article 2. Of this contract shall be performed in the following way:

а.) individually:..................................................................................................................

(if you perform individually, write “ individually“)

б.) with subcontractors:...........................................................................................

(if you are a group of bidders, name all bidders from „the group of bidders“).

...................................................................................................................................

в.) with subcontractors:......................................................................................

.......................................................................................................................................

(if you perform with subcontractors, name all subcontractors)

**MEANS OF FINANCIAL SECURITY**

**Article 8**.

In the case of advance payment

The selected Bidder shall submit to the Purchaser advance payment bank guarantee, before payment of advance by the Purchaser, which shall contain clauses: irrevocable, unconditional, payable on first demand and without objection. Advance payment bank guarantee shall be issued in the amount of the agreed advance payment with VAT and shall be valid shortest to justification of the advance. The Purchaser shall return to the selected Bidder advance payment bank guarantee at the time of accepting the invoice by the selected Bidder for services delivered in the amount of given advance.

Bank guarantee for paid advance may be reduced if the warranty covers successive deliveries. In this case, a method to reduce the value of guaranteed advance must be stated.

The Purchaser shall implement the given performance bank guarantee, in case if execution of contract doesn’t happen due to awarded Bidder’s fault

Contractor is obliged to submit to the Purchaser, within 15 days from the date of conclusion of the contract, Performance bank guarantee, which shall contain clauses: irrevocable, unconditional, payable on first demand and without objection. Performance bank guarantee is issued in the amount of 10% of total contract value, with validity deadline which is 30 (thirty) days longer than expiry of deadline for final execution of work. If, during the validity period of the contract, change deadline for implementation of contractual obligations, the validity of performance bank guarantee for the work execution, shall be extended.

The Purchaser shall implement the given performance bank guarantee, in case if execution of contract doesn’t happen due to awarded Bidder’s fault.

**QUANTITATIVE AND QUALITATIVE ACCEPTANCE**

Article 9.

The Contractor is obliged to bear complete responsibility for the quality of the subject of contract, regardless of whether the Purchaser is performing or not performing acceptance control and testing. The Contractor is obliged to reimburse all expenses the Purchaser may have, directly or indirectly, due to inadequate quality of the subject of contract.

Quantitative and qualitative acceptance are performed according to the Purchaser’s procedure.

**WARRANTY PERIOD**

Article 10**.**

The Contractor guarantees the quality of delivered goods for the period of 12 months from delivery.

The guarantee is valid under the terms stipulated in the accepted bid, specified in the art.1 of the contract.

In the case of complaint to the delivered goods, as well as possible defects after receipt of the goods (hidden shortcomings), provisions of the Law on obligations, regulating this field, shall be applied

**LIQUIDATED DAMAGES FOR DELIVERY DELAY**

Article 11

The Purchaser has the right to demand compensation for damages if the Seller has caused damage to the Purchaser, due to untimely delivery of goods from the article 3 of the Contract, as well as for damage caused due to other reasons regarding realization of subject procurement.

In case the Seller doesn’t fulfill its obligation, not even within 7 (seven) days from the expiry date from the art.7 of this Contract, the Purchaser will calculate liquidated damages in the amount of 5% of the value of contract, if the delay is not caused by the reason which is the Purchaser’s responsibility of Force majeure. If the Seller doesn’t pay liquidated damages, upon demand of the Purchaser, the Purchaser shall collect liquidated damages during handing over of goods through offsetting of debts and claims.

**CONTRACT TERMINATION**

Article 12.

In case that, despite the contractual penalties, the Contractor’s behavior to be such as to menace the further activities of the Purchaser because of which the contract has concluded, the Purchaser retains right to break the contract.

The contract shall be terminated if the Contractor is not able to perform the service witch is the subject of this contract and if his behavior indicate that he shall not perform services that are the subject of this contract even in an additional period.

In this case the Purchaser shall ask the indemnity, pursuant to Article 11. Paragraph 1. of this contract.

In the case of contract termination, the Purchaser has the right to calculate liquidated damages, in the amount of paid advance, from the moment of payment.

**SETTLEMENT OF DISPUTES**

Article13.

All possible disputes arising in connection with the execution of this contract the contracting parties shall be resolved by mutual agreement, using the complete tender documents for interpretation of disputed situations.

All disputes arising in connection with the existing Contract shall be brought before the International Court of Arbitration of the International Chamber of Commerce and shall be resolved under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with mentioned rules. The place of arbitration shall be Geneva (Switzerland), and the procedure shall be conducted in English**.**

**OTHER PROVISIONS**

Article14

Integral parts of this Contract are:

* Bid no. \_\_\_\_\_\_ of \_\_.\_\_. 2014.;
* Minutes of negotiations,
* Теchnical specifications;
* Means of Financial security

**FINAL PROVISIONS**

Article15**.**

Any matter that has not been covered by this Contract is subject to legal regulations governing the field in question.

Article 16.

This Contract has been made in 6 (six) identical copies, each contractual party shall keep 3 (three) copies of this Contract for its own purposes**.**

**FOR SELLER FOR PURCHASER**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Director Director**

**ADVANCE PAYMENT GUARANTEE FORM**

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

for: Public Enterprise "Electric Power Industry of Serbia" Belgrade

Economic Association "Thermal Power Plants Nikola Tesla" Itd.

Bogoljuba Urosevica Crnog 44, 11500 Obrenovac

ADVANCE PAYMENT GUARANTEE NO.................

As per our knowledge, you have concluded Contract No. \_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_ (hereinafter referred to as “the Contract”) with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name and address of the company) (hereinafter referred to as “the Contractor”) for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (job description) and according to the conditions of the said Contract, an advance payment in the amount of \_\_\_\_\_\_\_\_\_\_\_ (amount) which makes \_\_\_\_\_\_\_ % of the Contract value has to be made in favor of the Contractor with a submittal of the advance payment guarantee for the return of the same amount.

In accordance with the above said, we, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name and address of the bank) hereby irrevocably and unconditionally guarantee that we shall, on your first request, and waiving all rights to object or defend ourselves, and notwithstanding the possible defiance by the Contractor, pay all amounts which are not higher than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (amount) (in letters\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) upon the receipt of your first written demand for payment and your written statement which states that the Contractor breached his obligation (s) from the Contract, as well as the manner in which he did it.

For the purpose of identification, your payment demand has to be submitted through your bank, which will confirm that the signatures on the payment demand are genuine and legally binding for your company (institution).

Your payment demand shall also be accepted if it is submitted by coded SWIFT message through your bank which confirms that your payment demand has been forwarded to us by registered mail and that the signatures on such payment demand are genuine and legally binding for your company (institution).

The condition for every demand and payment under this guarantee is that the above mentioned advance payment has been received onto the account of the Contractor No. \_\_\_\_\_\_\_\_\_\_\_ with \_\_\_\_\_\_\_\_\_\_\_ (name and address of the bank).

This Guarantee shall expiry on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at latest. In accordance with that, the payment demand under this guarantee has to be in our office not later than the said date or before it.

This guarantee has been issued directly to your company and it cannot be transferred or assigned.

This guarantee is governed by the Uniform rules for guarantees on request, Publication No. 758, ICC.

Signature

**PERFORMANCE GUARANTEE FORM**

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

for: Public Enterprise "Electric Power Industry of Serbia" Belgrade

Economic Association "Thermal Power Plants Nikola Tesla" Itd.

Bogoljuba Urosevica Crnog 44, 11500 Obrenovac

PERFORMANCE GUARANTEE NO....

As per our knowledge, you have concluded Contract No. \_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_ (hereinafter referred to as “the Contract”) with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name and address of the company) (hereinafter referred to as “the Contractor”) for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (job description) and according to the conditions of the said Contract, a performance guarantee has to be made in favour of the Contractor in the amount of \_\_\_\_\_\_\_\_\_\_\_ which makes \_\_\_\_\_\_\_\_\_\_\_\_ % (percent) of the Contract value.

In accordance with the above said, we, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name and address of the bank) hereby irrevocably and unconditionally guarantee that we shall, on your first request, and waiving all rights to object or defend ourselves, and notwithstanding the possible defiance by the Contractor, pay all amounts which are not higher than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (amount) (in letters\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) upon the receipt of your first written demand for payment and your written statement which states that the Contractor breached his obligation (s) from the Contract, as well as the manner in which he did it.

For the purpose of identification, your payment demand has to be submitted through your bank, which will confirm that the signatures on the payment demand are genuine and legally binding for your company (institution).

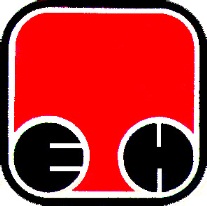
Your payment demand shall also be accepted if it is submitted by coded SWIFT message through your bank which confirms that your payment demand has been forwarded to us by registered mail and that the signatures on such payment demand are genuine and legally binding for your company (institution).

This Guarantee shall expiry on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at latest. In accordance with that, the payment demand under this guarantee has to be in our office not later than the said date or before it.

This guarantee has been issued directly to your company and it cannot be transferred or assigned.

This guarantee is governed by the Uniform rules for guarantees on request, Publication No. 758, ICC.

Signature

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|  |  |
| --- | --- |
| **Еlectric Power Industry of Serbia - ЕPS** | **Corporate Enterprise Thermal Power Plants Nikola Tesla, Obrenovac** |

**Tender documents**

**11.ТЕCHNICAL SPECIFICATIONS AND TECHNICAL DOCUMENTATION**

**Оbrenovac, February 2014.**

**Subject: List of spare parts for Unit A3:**

|  |  |  |  |
| --- | --- | --- | --- |
| **No** | **Part Name** | **Drawing number,**  **position** | **Quantity** |
| **Turning gear:** | | | |
| 1. | Plate spring | B0NB 138068,30 | pcs.50 |
| 2. | Turning gear spring 18 × 12mm | FBB0 301399,10 | pcs.1 |
| **Main oil pump:** | | | |
| 3. | Bearing | FBR1 159935 | pcs.4 |
| 4. | Bearing ø110mm | B2B 138488,1 | pcs.2 |
| 5. | bearing ø90mm | B2B 138488,2 | pcs.6 |
| 6. | Shaft ø127,2 × 780mm | B0B 138475,1 | pcs.1 |
| 7. | Shaft ø127,2 × 620mm | B0B 138475,2 | pcs.1 |
| 8. | Gear wheel ø127,2 × 200mm | B0B 138475,3 | pcs.1 |
| **Jacking oil pump:** | | | |
| 9. | Jacking oil pump | / | pcs.1 |
| **Control system:** | | | |
| 10. | Membrane for pressure maintenance | FBD4 424490 | pcs.4 |
| **Gland steam system:** | | | |
| 11. | Nozzle | FBD1 423601  5,6,7,8 | set.4 |
| **LP by-pass station – stop side:** | | | |
| 12. | Spacer bush | FBB0 159990,6 | pcs.2 |
| 13. | Valve | FBB0 159990,7 | pcs.2 |
| 14. | Spindle | FBB0 159990,11 | pcs.2 |
| 15. | Bush | FBB0 159990,13 | pcs.2 |
| 16. | Bush | FBB0 159990,14 | pcs.2 |
| 17. | Bush | FBB0 159990,18 | pcs.2 |
| 18. | Protecting ring | FBB0 159990,23 | pcs.2 |
| 19. | Nut | FBB0 159990,25 | pcs.2 |
| 20. | Bush | FBB0 159990,58 | pcs.2 |
| **LP by-pass station – control side:** | | | |
| 21. | Spindle | FBB0 159990,10 | pcs.2 |
| 22. | Bush | FBB0 159990,20 | pcs.2 |
| 23. | Bush | FBB0 159990,17 | pcs.2 |
| 24. | Bush | FBB0 159990,19 | pcs.2 |
| **Generator:** | | | |
| 25. | Bearing sleeve Ø450mm | B0B 147921 | pcs.1 |
| 26. | Bearing sleeve Ø400mm | B0E 233828 | pcs.1 |
| 27. | Sealing ring Ø500mm (CC) | B0E 230490,1 | pcs.2 |
| 28. | Sealing ring Ø500mm (COC) | B0E 230490,2 | pcs.2 |
| 29. | Tite & Seal T25-75 (5 LBS. = 2,268kg) | / | pcs.6 |
| **HP control valve – for old units:** | | | |
| 30. | Spindle | FBB0 311934,6 | pcs.4 |
| 31. | Bush | FBB0 311934,14 | pcs.2 |
| 32. | Bush | FBB0 311934,15 | pcs.2 |
| 33. | Bush | FBB0 311934,16 | pcs.2 |

**NOTE:**

**for pos.no.9** - Jacking oil pump:

**Type:** screw pump

R 6016

R 5,8-5,8-5,8-5,8-5,8-5,8

**for pos.no.10** – Membrane for pressure maintenance:

**Material:** rubber for synthetic oil (Viton);

**Type:** MPH50

* with delivered parts, reports on testingshould be submitted, in accordance with standard **EN10204 type 2.2;**